**DESTIN CITY COUNCIL MEETING**
**MAY 19, 2025**
**ANNEX COUNCIL CHAMBERS**
**6:00 PM**

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

**CALL TO ORDER**

*** INVOCATION**

**PLEDGE OF ALLEGIANCE**

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

1. **PROCLAMATIONS / RECOGNITIONS / SPECIAL / **PUBLIC PRESENTATIONS / ANNOUNCEMENTS**
   A. 2025 National Public Works Week - Proclamation
   B. National Safe Boating Week - 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. Request for use of City Streets for Corpus Christi Catholic Church Euchrist Procession
4. **CITY MANAGER REPORTS** Announcements
   A. Final Vulnerability Assessment and Adaptation Plan
   B. RFB 25-02-REC Annex Pickleball Contract with BGN Contractors
   C. Update from FDOT Regarding Westbound Right-Turn Lane from Highway 98 to Airport Road – Lane Delineator Installation Status
   D. Animal Control Services 2025 Contract - Update
   E. Draft Minutes of Standing Committees and Boards - Informational Only
   F. Announcements
5. **PUBLIC HEARINGS**
   A. First reading of Ordinance 25-05-CC - Relating to livery vessels; amending Article VIII "*Registration of Livery Vessels"; a*mending provisions related to transferability of permits; providing for additional required training and safety measures.
   B. First Reading Ordinance 25-11-CC - Relating to noise regulations; amending Chapter 14 "*Offenses and Miscellaneous Provisions";* Article II "*Noise"* of the city Code of Ordinances; amending definitions; amending provisions relating to the measurement or assessment of noise; and providing for permissible noise levels.
   C. Second Reading of Ordinance 25-08-LC relating to the imposition of mobility fees; providing for adoption of a mobility fee study and table of mobility fees; providing for mobility fee discounts; and providing for city enforcement.

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

A. Councilmember Braden

B. Councilmember Trammell

C. Councilmember Destin

1) Beach Vending Enforcement: Reallocate funds to the legal department to allow the city attorney to pursue a court injunction against repeat offenders of the beach vending ban.

D. Councilmember Bagby

E. Councilmember Hebert

F. Councilmember Geile

1) Projects Status/Updates

G. Councilmember Schmidt

1) Council's List of Priorities

2) Interlocal Agreement - City of Destin and Okaloosa County School Board

H. Mayor Wagner

I. City Attorney

1) Litigation- Executive Session Call

**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.

**ITEM # 2025-439**

**CITY OF DESTIN**

# AGENDA ITEM

**COUNCIL MEETING DATE:** May 19, 2025
**TYPE OF AGENDA ITEM:** Presentation
**AGENDA OUTLINE NUMBER:** 1.A.

**TO:** City Council

**THRU:** Larry Jones , City Manager

**FROM:** Michael Burgess, Public Works Director

**DATE:** 05/09/2025

**SUBJECT:** 2025 National Public Works Week - Proclamation

**I. BACKGROUND:** Annual week of recognition of the City's Public Works Department. The week will also be designated nationwide to coincide with National Public Works Week (May 18-24, 2025)

**II. DISCUSSION:** N/A

**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:** N/A
**E. Business Impact Statement:** N/A

**III. CONCLUSION:** N/A

**IV. RECOMMENDED MOTION:** N/A

Attachments:

1. National Public Works Week

# City of Destin

# Proclamation

***National Public Works Week***
***May 18–24, 2025***
***"People, Purpose, Presence"***

***WHEREAS,*** public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of Destin; and,

***WHEREAS,*** these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

***WHEREAS,*** it is in the public interest for the citizens, civic leaders, and children in Destin to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

***WHEREAS,*** the year 2025 marks the 65th annual ***National Public Works Week*** sponsored by the American Public Works Association.

**Now, Therefore, I**, Mayor Bobby Wagner, do hereby designate the week of May 18–24, 2025, as ***National Public Works Week*** and urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

**SO DONE, THIS 19TH DAY OF MAY 2025**
**BY:**

_____

**Bobby Wagner**

# City of Destin

# Proclamation

## National Safe Boating Week

***Whereas,*** for over 100 million Americans, boating is a popular activity. In Destin, the OCSO, FWC, USCG, and Destin Fire provide valuable services and are sometimes the unsung heroes to those taking the water to enjoy boating, sailing, paddling and fishing; and

***Whereas,*** during National Safe Boating Week, we encourage all boaters to remember that safe boating begins with preparation; and

***Whereas,*** the Coast Guard estimates that human error accounts for most boating accidents and that life jackets could prevent nearly 75 percent of boating fatalities. Through basic boating safety procedures – carrying lifesaving emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating – we can help ensure boaters on Destin's surrounding waters stay safe throughout the season; and

***Whereas,*** on average, 650 people die each year in boating-related accidents in the U.S.; 75 percent of these are fatalities caused by drowning; and

***Whereas,*** a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets.

**Now, Therefore, I**, Mayor Bobby Wagner, do hereby support the goals of the Safe Boating Campaign and proclaim May 17-23, 2025, as **National Safe Boating Week** in the City of Destin and the start of the year-round effort to promote safe boating.

**SO DONE, THIS 19TH DAY OF MAY 2025**
**BY:**

_____

**Bobby Wagner**

**ITEM # 2025-638**

**CITY OF DESTIN**

# AGENDA ITEM

**COUNCIL MEETING DATE:** May 19, 2025
**TYPE OF AGENDA ITEM:** Consent Agenda
**AGENDA OUTLINE NUMBER:** 3.A.

**TO:** City Council

**THRU:** Rey Bailey, City Clerk
Larry Jones , City Manager

**FROM:** Kimberly Montgomery, Deputy City Clerk

**DATE:** May 7, 2025

**SUBJECT:** Request for use of City Streets for Corpus Christi Catholic Church Euchrist Procession

**I. BACKGROUND:** Corpus Christi Catholic Church is requesting the use of city streets for a Eucharistic Procession on Saturday, June 21, 2025 from 6 PM to 7PM. This request is different from other right of way requests, as they will need to close the streets along the route, as indicated in the attached map, for the procession. Capt. Jason Fulgham of the Okaloosa County Sheriff's Office has approved the traffic control plan and the Sheriff's Posse will provide their services to control all traffic during the procession. Okaloosa County EMS as well as the Destin Fire Control District have been notified of this event and have pledged their support for this request.

**II. DISCUSSION:**

**A. Link to Strategic Goals / Objectives:**
**B. Effect on Budget (EOB):** The City of Destin shall not incur any expense or revenue as a result of this request.
**C. Level of Service (LOS):** There is no staff requirement for this request.
**D. Legislative Sponsor:**
**E. Business Impact Statement:**

**III. CONCLUSION:** All related and required documentation has been submitted and approved for legal sufficiency and city risk by both the City Attorney and the Risk Manager. Staff recommends approval of this request.

**IV. RECOMMENDED MOTION:** I move to approve the request to close off the portion of

city streets for the Corpus Christi Catholic Church Eucharistic Procession on Saturday, June 21, 2025, from 6 PM to 7PM with the understanding that the Okaloosa County Sheriff's Posse will be on hand to control all traffic along the route of the procession.

Attachments:

1. Corpus Christi Catholic Church Euchrist Procession req. 5-19-25

# CHECKLIST FOR USE OF PUBLIC FACILITIES OR PROPERTY:

Name of Organization: Corpus Christi Catholic Church

Type of Event: Eucharistic Procession

Date(s) of Event: June 21, 2025 6pm to 7pm

Location of Event: Destin Florida 32541 (See Attached Map)

1.* Certificate of Insurance (**Endorsement to the Policy & Acord is required.**) provided: Yes: ✓ ***This is required.*** Date on which provided: Apr 30, 2025

2.* Hold Harmless **(Signed Original)** provided: Yes: ✓ ***This is required.*** Date on which provided: Apr 30, 2025

3.** Permission granted from FDOT for use of State roadway (applicable only if using and closing any portion of State Highway 98) Yes _____ No ____ Date written permission granted: N/A

4.** Local law enforcement services requested: Yes ✓ ***This is required.*** Law enforcement officer contacted: Traffic Control Plan approved OCSO- Capt Fulghum/Capt Cokonaugher, Posse ~ Apr 28, 2025

5.** Destin Fire Control District contacted: Yes ✓ ***This is required.*** Person contacted: Apr 29, 2025 - Matt Taylor DFCD

6.** Okaloosa County Emergency Medical Services contacted: Patrick Maddox OCEMS Person contacted: Apr 29, 2025 Yes ✓ ***This is required***

7. Please provide map of ~~race~~ Procession route(s). ✓ Attached.

8. Describe steps being taken to ensure removal of all directional arrows, signage, as well as trash left on City streets upon conclusion of the event: Church Maintenance personnel will follow Procession and ensure this is done ASAP.

9. Please provide location & pertinent information regarding sufficient and approved event participant parking for the event: All parking will be in Corpus Christi Parking Lots.

*Any unauthorized event participant parking is subject to being towed from private property at vehicle owner's expense*

10. City Park Permit needed: Yes___ No X If yes, please contact Lisa Firth at Destin Community Center @ 850-654-5184 to make arrangements to reserve the park. Contacted Brian Kellar. Apr 15, 2025 Nothing Scheduled at Destin Elementary City facilities.

11. Will the event be in a residential neighborhood, and will there be excessive noise or light glare from the event? Residential Neighborhood-Yes Noise and Glare - No

Gregory J Meinier

**(Requesters or Acting Agent's Signature)**

* **Original Certificate of Insurance and signed Hold Harmless must be provided to the City of Destin to be presented to City Council prior to their approval of the event, as well as a map of the race route.**

** **Provide the City a written acknowledgement/concurrence from the agency.**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/14/2025

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
Arthur J. Gallagher Risk Management Services, LLC
9155 South Dadeland Boulevard
Suite 1112
Miami FL 33156

CONTACT NAME:
PHONE (A/C, No, Ext): 305-592-6080 FAX (A/C, No): 305-592-4049
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Zurich American Insurance Company | 16535 |
| INSURER B: Underwriters at Lloyds London | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
CORPUS CHRISTI CHURCH
307 BEACH DRIVE
DESTIN, FL 32541

DIOCPEN-01

**COVERAGES** **CERTIFICATE NUMBER:** 2024048719 **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 | |
|---|---|---|---|---|---|---|---|---|
| B | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>OTHER: | Y | | PK1006825 | 4/1/2025 | 4/1/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $2,000,000<br>$2,000,000<br>$ Excluded<br>$2,000,000<br>$2,000,000<br>$2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | | | PK1006825 | 4/1/2025 | 4/1/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $1,000,000<br>$<br>$<br>$ |
| | UMBRELLA LIAB [ ] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | EWS091396603 | 4/1/2025 | 4/1/2026 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Limit shown is inclusive of defense and insured retention
RE: Corpus Christi Catholic Church Eucharistic Procession | Date: June 21, 2025
City of Destin Florida is included as additional insureds as respects to General Liability policy, as required by written contract.

**CERTIFICATE HOLDER**

City of Destin Florida
4200 Indian Bayou Drive
Destin FL 32541

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Paul Murphy

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**ENDORSEMENT** attaching to and forming part of Policy No. PK1006825

**NAMED ASSURED:** THE ECCLESIASTICAL PROVINCE OF MIAMI (As more fully defined In Endorsement No.1) **Effective date of this endorsement:** April 1, 2025

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Endorsement Number 21

## CERTIFICATES OF INSURANCE ENDORSEMENT

**CERTIFICATES OF INSURANCE:**

It is hereby understood and agreed that holders of Certificates of Insurance issued against this Policy that are shown as Additional **ASSUREDS** are added to this Policy pursuant to the terms of this Policy as described in **GENERAL POLICY DEFINITION 1.**

Where Certificates of Insurance are requested for Additional **ASSUREDS** who do not fall within **GENERAL POLICY DEFINITION 1**, prior agreement of Underwriters and subsequent endorsement of this Policy is required

**GENERAL POLICY DEFINITION 1. ASSURED** is stated as follows -

1. **ASSURED** means not only the **NAMED ASSURED** as stated on the Declaration Page, but also includes any past, present or future: agencies, subsidiaries, affiliates, institutions and societies owned by or operated by the **NAMED ASSURED**, officials, members of boards or commissions, trustees, directors, officers, partners, volunteers, student teachers, or employees of the **NAMED ASSURED** while acting within the scope of their duties as such, and any person, organization, trustee or estate to whom the **NAMED ASSURED** is obligated by virtue of a written contract or agreement to provide insurance such as is offered by this policy, but only in respect of operations by or on behalf of the **NAMED ASSURED.**

**GENERAL POLICY CONDITION 20. WAIVER OF SUBROGATION** is stated as follows –

20. **WAIVER OF SUBROGATION:** This policy shall not be invalidated if the **ASSURED**, by written agreement, has waived or shall waive its right of recovery from any party for loss or damage covered hereunder; provided that any such waiver is made prior to the occurrence of said loss or damage.

**MORTGAGORS, LOSS PAYEES & LENDER LOSS PAYEES:**

It is understood and agreed that **GENERAL POLICY CONDITION 12.** of this policy is deleted and replaced with the following:

12. **MORTGAGORS, CREDITORS & LOSS PAYEES:** Where required by written contract, the interest of any mortgagor, creditor or loss payee on property covered by this policy is included as if a separate endorsement were attached hereto to the extent of the amount of mortgage, loan or interest in property held by the **ASSURED** as of the date of loss subject to the limits of liability set forth in this policy.

**PRIMARY NON-CONTRIBUTORY:**

It is also agreed that, only where required by written contract between the **NAMED ASSURED** and the Certificate holder, this insurance shall be considered primary to any insurance held by the Certificate holder and theirs shall be excess.

**ENDORSEMENT** attaching to and forming part of Policy No. PK1006825

**NAMED ASSURED:** THE ECCLESIASTICAL PROVINCE OF MIAMI (As more fully defined In Endorsement No.1) **Effective date of this endorsement:** April 1, 2025

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**MUNICIPALITY PERMITS:**

Further, where required by written contract or evidenced in the insurance requirements of a permit issued by a municipality at the request of the **NAMED ASSURED**, that municipality shall be added to this policy as an Additional **ASSURED** but only as respects liabilities arising out of the subject matter of the written contract or issued permit and then only for liabilities arising from actions by or on behalf of the **NAMED ASSURED**.

EXCEPT AS AMENDED IN THIS ENDORSEMENT, THIS INSURANCE IS SUBJECT TO ALL COVERAGE TERMS, CLAUSES AND CONDITIONS IN THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED.

# HOLD HARMLESS AGREEMENT

William A. Wack, as Bishop of the Diocese of Pensacola-Tallahassee, a corporation sole and Corpus Christi Catholic Church (307 Beach Dr., Destin, FL 32541) agree to indemnify and hold harmless the City of Destin from any and all liability, defense costs, including attorney fees and all other fees incidental to defense, loss or damage the City of Destin may suffer as a result of claims, demands, costs or judgments against it arising from the Eucharistic Procession to be held on June 21, 2025.

In addition, William A. Wack, as Bishop of the Diocese of Pensacola-Tallahassee, a corporation sole and Corpus Christi Catholic Church agree to provide the City of Destin a Certificate of Insurance naming the City as an Additional Insured reflecting general liability coverage of not less than $2,000,000.00.

William A. Wack, as Bishop of the Diocese of Pensacola-Tallahassee, a corporation sole
(Corporate Name)

William A. Wack
Signature of the Bishop

William A. Wack, Bishop of the Diocese of Pensacola-Tallahassee
Print name and print Bishop next to name

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, on this 11th day of April 2025
by William A. Wack who is personally known by me X or has produced identification _____ Type of Identification: _____.

Robert C. Bennett
Signature of Notary Taking Acknowledgement

(Seal)

ROBERT C. BENNETT
NOTARY
My Comm. Expires
October 04 2025
No. HH 167543
PUBLIC
STATE OF FLORIDA

Robert C. Bennett
Printed name of Notary Taking Acknowledgement

# Request Sheriff's Office Approval for Traffic Control and Safety Plan for Corpus Christi Catholic Church Eucharistic Procession on June 21, 2025

3 messages

**Gregory Niemiec** <gregniemiec@gmail.com> Sat, Apr 26, 2025 at 4:23 PM
To: Capt Jason Fulghum, Sheriff's Office Eucharistic Procession <jfulghum@sheriff-okaloosa.org>
Cc: Lt. Brian Parkton. Okaloosa Sheriff's Office <bparkton@sheriff-okaloosa.org>, Sheriff's Office <tcokonougher@sheriff-okaloosa.org>, Corpus Christi Church new <corpusdomini@outlook.com>, Todd Watkins <toddwatkins17@gmail.com>
Bcc: Gregory Niemiec <gregniemiec@gmail.com>

Request approval of attached Corpus Christi Catholic Church Plan for Eucharistic Procession on June 21, 2025.

Contact Greg Niemiec, Gregniemiec@gmail.com, 850-428-4938 for any questions. Thank you.

**4 attachments**

- **Eucharistic Procession Final_250426_154336_3.jpg** 52 KB
- **Eucharistic Procession Final_250426_154336_1.jpg** 469 KB
- **Eucharistic Procession Final_250426_154336_2.jpg** 535 KB
- **20250426_160741.jpg** 1.8 MB

**Joseph J. Fulghum** <jfulghum@sheriff-okaloosa.org> Mon, Apr 28, 2025 at 7:12 AM
To: Gregory Niemiec <gregniemiec@gmail.com>
Cc: Brian M. Parkton <bparkton@sheriff-okaloosa.org>, Tamra L. Cokonougher <tcokonougher@sheriff-okaloosa.org>, Corpus Christi Church new <corpusdomini@outlook.com>, Todd Watkins <toddwatkins17@gmail.com>

OCSO has approved your traffic control plan.

Joseph Jason Fulghum

Captain, East District

Okaloosa County Sheriff's Office

4300 E. Legendary Dr. Suite 250

Destin, Fl 32541

(850)613-2208

**From:** Gregory Niemiec <gregniemiec@gmail.com>
**Sent:** Saturday, April 26, 2025 4:23 PM
**To:** Joseph J. Fulghum <jfulghum@sheriff-okaloosa.org>
**Cc:** Brian M. Parkton <bparkton@sheriff-okaloosa.org>; Tamra L. Cokonougher <tcokonougher@sheriff-okaloosa.org>; Corpus Christi Church new <corpusdomini@outlook.com>; Todd Watkins <toddwatkins17@gmail.com>
**Subject:** Request Sheriff's Office Approval for Traffic Control and Safety Plan for Corpus Christi Catholic Church Eucharistic Procession on June 21, 2025

WARNING: This E-Mail Originated Outside of the Sheriff's Office.

**DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.**

Request approval of attached Corpus Christi Catholic Church Plan for Eucharistic Procession on June 21, 2025.

Contact Greg Niemiec, Gregniemiec@gmail.com, 850-428-4938 for any questions. Thank you.
We are committed to upholding the Constitution of the United States and the laws of Florida with excellence and integrity. We strive to reduce crime while providing fair and equal treatment for all. We are honored to serve and protect.

---

**Gregory Niemiec** <gregniemiec@gmail.com> Mon, Apr 28, 2025 at 8:16 AM
To: Joseph J. Fulghum <jfulghum@sheriff-okaloosa.org>
Cc: Brian M. Parkton <bparkton@sheriff-okaloosa.org>, Tamra L. Cokonougher <tcokonougher@sheriff-okaloosa.org>, Corpus Christi Church new <corpusdomini@outlook.com>, Todd Watkins <toddwatkins17@gmail.com>

Thank you.

[Quoted text hidden]

Please contact Greg Niemiec, Procession Coordinator, 850-428-4938, gregniemiec@gmail.com, with any questions.

Atch 1

From: Corpus Christi Catholic Church, Destin FL. April 25, 2025

Subject: Corpus Christi Catholic Church Eucharistic Procession Traffic Control and Safety Plan For June 21, 2025

To: Okaloosa County Sheriff's Office, Capt Fulghum

The following attachment is our Traffic Control and Safety Plan, request your approval.

Corpus Christi Catholic Church in Destin FL is having a Eucharistic Procession on Saturday, June 21, 2025 from 6 pm to 7 pm on four streets in Destin. The Procession is a public expression of our faith, walking with Christ in this world, and praying for our community. We anticipate 100 to 200 participant walkers along with a few golf carts in the Procession.

The course will depart Corpus Christi parking lot and turn right (south) onto Beach Drive. Then right turn (west) onto Legion Drive. Then right turn (north) onto Benning Drive, followed by a right turn (east) onto Kelly Street. Then right turn (south) back onto Beach Drive and right turn (west) back into the Corpus Christi parking area. Distance is approximately 1.2 miles. Once started, estimated time for the Procession is 45 minutes.

Attached is the Traffic Control and Safety Plan for this event. We thank Lt Brian Parkton and Captain Tamron Cokonougher from the Okaloosa County Sheriff's Office and Todd Watkins for their assistance in formulating this plan. For more information contact Greg Niemiec, greregniemiec@gmail.com, 850-428-4938.

Plan (Approved) / Disapproved

per Email - Sheriff's Office Apr 28, 2025 at 7:12 am

Capt Jason Fulghum
Okaloosa County Sheriff's Office

Atch 2

**Corpus Christi Catholic Church Eucharistic Procession Traffic Control and Safety Plan For June 21, 2025**

1. As the Eucharistic Procession proceeds out of Corpus Christi Catholic Church at 307 Beach Drive, Destin FL, it will be led by a Sheriff's vehicle operated by the Okaloosa County Sheriff's Posse. Another Posse trail vehicle will follow the Procession. Procession will occupy a single lane, the right hand traffic lane, of the street. Route of Procession is attached. Corpus Christi Procession Coordinator will monitor and direct volunteers along entire route.

2. As Procession approaches, access to streets and corners affecting the procession traffic lane will be restricted by Posse members and/or Corpus Christi adult parishioners (wearing safety vests) with traffic cones or other similar objects. Once entire Procession has gone by, restricted streets will be opened to normal traffic flow.

3. Emergencies for medical or other reasons will quickly be identified and reported to the Sheriff's Posse, 911 (if required) and Procession Coordinator and action taken as necessary.

4. Should any emergency vehicles require access to restricted roads, above individuals in paragraph 3 will be immediately notified and Procession will move completely off the street until deemed safe to once again proceed. Appropriate streets will be immediately opened.

5. Continous communications will be established between Sheriff's Posse, Procession Coordinator, Procession, and volunteers through hand held radios. One of those radios will be given to the trail Sheriff's Posse vehicle.

6. In event of potential inclement weather, Procession Coordinator will consult Church officials and Sheriff's Posse on viability of Procession. Church officials will make final decision.

Atch 3

2:22 • 95%

**Gregory Nie...** 2:15 PM
to mtaylor, pmadd...

| | |
|---|---|
| From | Gregory Niemiec • gregniemiec@gmail.com |
| To | mtaylor@destinfire.com<br>pmaddox@myokaloosa.com<br>mabbott@sheriff-okaloosa.org<br>aoverly@myokaloosa.com |
| Cc | corpusdomini@outlook.com |
| Bcc | gregniemiec@gmail.com |
| Date | Apr 29, 2025, 2:15 PM |
| | View security details |

Forwarding to Destin Fire Department and Okaloosa Emergency Medical Services the Okaloosa Sheriff's Office approved Traffic Control and Safety Plan for the Eucharistic Procession.

Please email back that you have received this plan along with any comments. Thank you.

Greg Niemiec
gregniemiec@gmail.com
850-428-4938

Show quoted text

Reply all

Matt Taylor 11:25 AM

to Angela, me, Patr...

Greg,,

*Thank you for notifying the Destin Fire Control District of the* Corpus Christi Catholic Church Plan for Eucharistic Procession on June 21, 2025 6-7pm. *The appropriate shift has been copied on this e-mail.*

*Please advise all participants to maintain an awareness for any responding emergency vehicle during all stages of the event and to immediately cede the right-of-way.*

*Have a great run and if you need any other assistance, please contact me.*

*This e-mail will serve as the Destin Fire Control District's acknowledgement of this event. Please*

Reply all

*This e-mail will serve as the Destin Fire Control District's acknowledgement of this event. Please forward it to the appropriate agencies.*

Matt Taylor, Fire Marshal

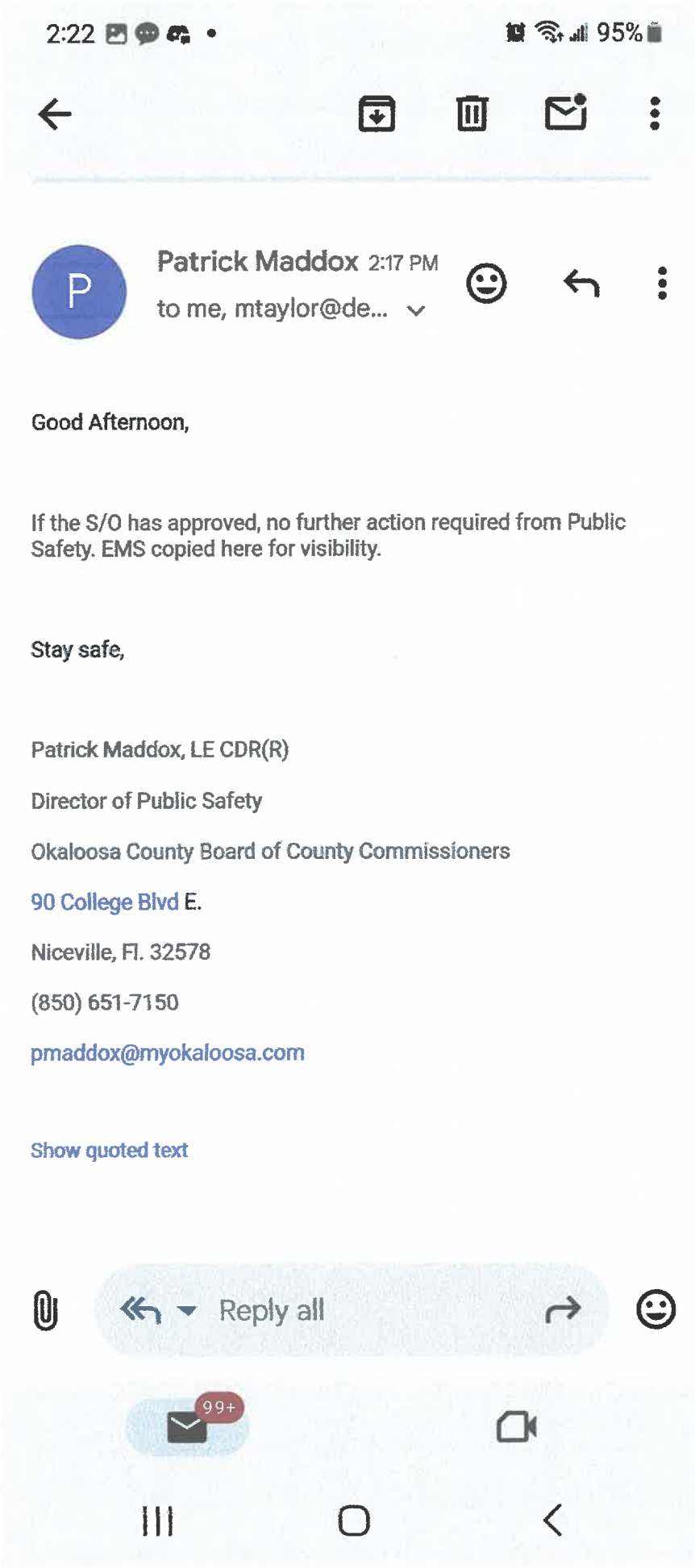
Destin Fire Control District

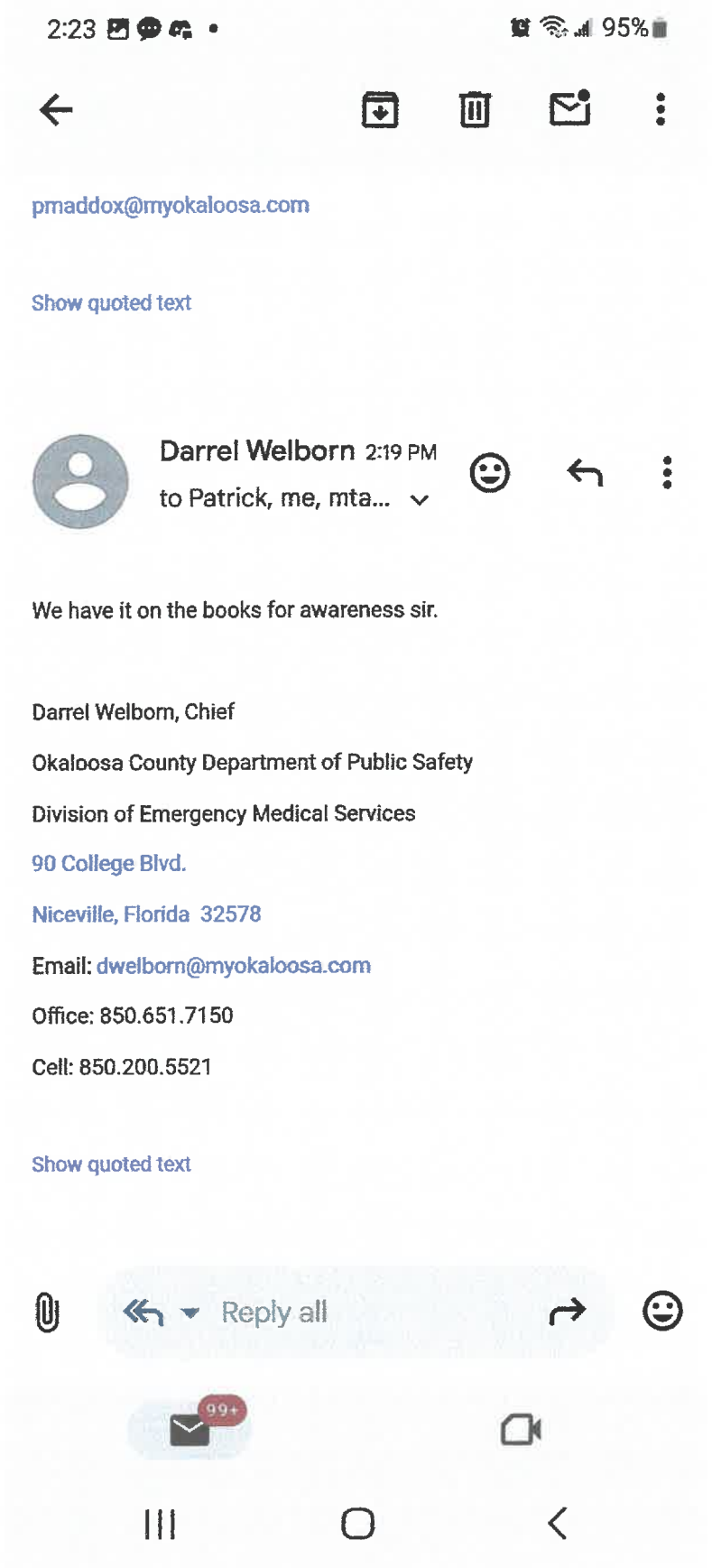
Cell 850-685-3367

Office 850-837-8413

Show quoted text

Reply all


2:22
95%
Patrick Maddox 2:17 PM
to me, mtaylor@de...
Good Afternoon,
If the S/O has approved, no further action required from Public Safety. EMS copied here for visibility.
Stay safe,
Patrick Maddox, LE CDR(R)
Director of Public Safety
Okaloosa County Board of County Commissioners
90 College Blvd E.
Niceville, Fl. 32578
(850) 651-7150
pmaddox@myokaloosa.com
Show quoted text
Reply all
99+


2:23
95%
pmaddox@myokaloosa.com
Show quoted text
Darrel Welborn 2:19 PM
to Patrick, me, mta...
We have it on the books for awareness sir.
Darrel Welborn, Chief
Okaloosa County Department of Public Safety
Division of Emergency Medical Services
90 College Blvd.
Niceville, Florida 32578
Email: dwelborn@myokaloosa.com
Office: 850.651.7150
Cell: 850.200.5521
Show quoted text
Reply all
99+

2:52 91%

Angela Overly 2:40 PM
to me, mtaylor@de...

This processional is taking place on City of Destin streets, therefore nothing is needed from the Okaloosa County Facilities and Parks Maintenance department.

Thank you,

**Angela Overly**
Parks Administrative Coordinator
Okaloosa County Parks
5489 Old Bethel Road
Crestview, FL 32536
Phone: 850.423.4868

**Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.**

Reply all

Gregory Nie... 11:38 AM

to Bkellar

| | |
|---|---|
| From | Gregory Niemiec • gregniemiec@gmail.com |
| To | Bkellar@cityofdestin.com |
| Date | Apr 30, 2025, 11:38 AM |
| | View security details |

Mr. Kellar, just sending you an info email on our orevious conversation.

Please contact me if any questions. Thanks.

Greg Niemiec
Corpus Christi Catholic Church
Gregniemiec@gmail.com
850-428-4938

Hide quoted text

---------- Forwarded message ---------
From: **Gregory Niemiec** <gregniemiec@gmail.com>
Date: Wed, Apr 16, 2025, 2:56 PM
Subject: Memo for Record re: Eucharistic Procession and Destin Parks and Recreation
To: Corpus Christi Church new <corpusdomini@outlook.com>

Mr. Kellar, just sending you an info email on our orevious conversation.

Please contact me if any questions. Thanks.

Greg Niemiec
Corpus Christi Catholic Church
Gregniemiec@gmail.com
850-428-4938

Hide quoted text

---------- Forwarded message ---------
From: **Gregory Niemiec** <gregniemiec@gmail.com>
Date: Wed, Apr 16, 2025, 2:56 PM
Subject: Memo for Record re: Eucharistic Procession and Destin Parks and Recreation
To: Corpus Christi Church new <corpusdomini@outlook.com>

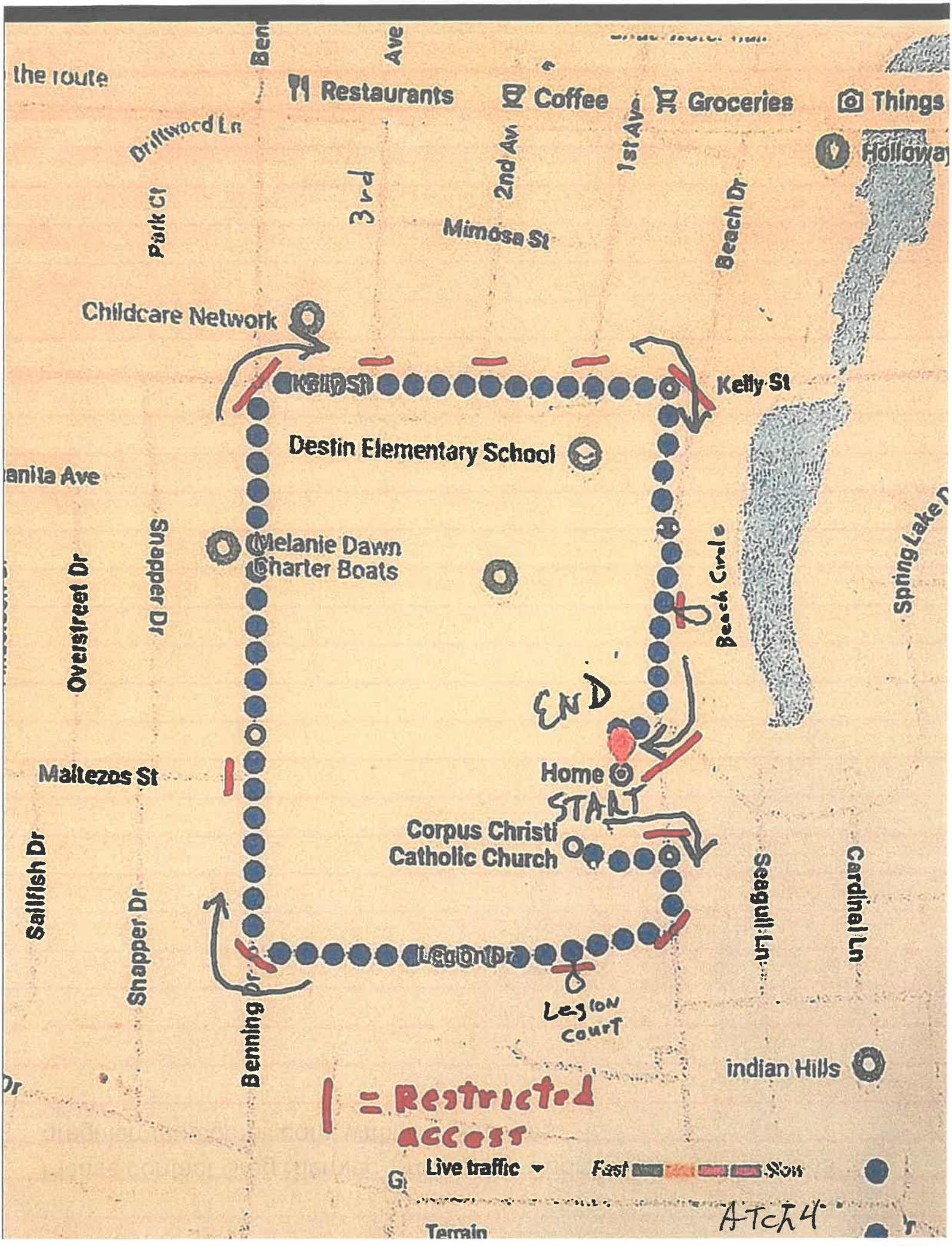
I contacted the City of Destin, Parks and Recreation, and talked with Mr Brian Kellar on April 15 at 320pm, about the Corpus Christi Catholic Church Eucharistic Procession and the accompanying closure of Kelly Street and Beach Drive.

He indicated there was no scheduled use of the City's fields (near Destin Elementary School) on Jun 21 2025 from 6pm to 7pm.

I asked, and he agreed, to mark that time as unavailable for those fields due to the streets being closed that were used to enter and leave the fields' parking lots.

Greg Niemiec

Reply


the route
Restaurants
Coffee
Groceries
Things
Holloway
Driftwood Ln
Park Ct
3rd
2nd Ave
1st Ave
Mimosa St
Beach Dr
Childcare Network
Kelly St
Destin Elementary School
Melanie Dawn Charter Boats
Overstreet Dr
Snapper Dr
Beach Circle
Spring Lake
END
Home
START
Maltezos St
Corpus Christi Catholic Church
Sailfish Dr
Snapper Dr
Seagull Ln
Cardinal Ln
Legion Dr
Legion Court
Benning Dr
Indian Hills
= Restricted access
Live traffic
Fast
Slow
Terrain
ATCH 4

| | |
|---|---|
| **From:** | Kimberly Kopp |
| **To:** | Kim Montgomery; Jamie Haynes |
| **Cc:** | Rey Bailey; Sharon Gardner; Larry Jones; Tamara Young |
| **Subject:** | RE: Request for use of city streets (ROW) |
| **Date:** | Tuesday, May 6, 2025 11:52:58 AM |

I reviewed it last week and am good with it as long as it meets Jamie's insurance requirements.
Thanks,


**Kimberly Romano Kopp, Esq., LEED AP**
Board Certified in City, County, & Local Government Law
Romano Kopp Law, P.A.
P.O. Box 5524
Destin, Florida 32541
Phone: (850) 963-6030

Phone: (407) 430-7070 (no text messages)
Email: kkopp@romanokopplaw.com


---

**From:** Kim Montgomery <kmontgomery@cityofdestin.com>
**Sent:** Tuesday, May 6, 2025 11:51 AM
**To:** Kimberly Kopp <kkopp@romanokopplaw.com>; Jamie Haynes <jhaynes@cityofdestin.com>
**Cc:** Rey Bailey <rbailey@cityofdestin.com>; Sharon Gardner <sgardner@cityofdestin.com>; Larry Jones <ljones@cityofdestin.com>; Tamara Young <tyoung@cityofdestin.com>
**Subject:** RE: Request for use of city streets (ROW)
**Importance:** High

Good day Jamie & KK,

Just a little reminder to review and approve for legal sufficiency & city risk, so I can place the request on the May 19th agenda.

Thanks,
-Kim


**Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. **Please be aware, the associated cost for public records is $.15 per page for one-sided copies, $.20 for two-sided copies, and $21.00 per hour after the first**

| | |
|---|---|
| **From:** | Jamie Haynes |
| **To:** | Kim Montgomery; Kimberly Kopp |
| **Cc:** | Rey Bailey; Sharon Gardner; Larry Jones; Tamara Young; Bryan Kellar |
| **Subject:** | RE: Request for use of city streets (ROW) |
| **Date:** | Tuesday, May 6, 2025 11:57:59 AM |
| **Attachments:** | image001.png |

Good to go for risk.

Thanks!

Jamie

**From:** Kim Montgomery <kmontgomery@cityofdestin.com>
**Sent:** Thursday, May 1, 2025 2:30 PM
**To:** Kimberly Kopp <kkopp@romanokopplaw.com>; Jamie Haynes <jhaynes@cityofdestin.com>
**Cc:** Rey Bailey <rbailey@cityofdestin.com>; Sharon Gardner <sgardner@cityofdestin.com>; Larry Jones <ljones@cityofdestin.com>; Tamara Young <tyoung@cityofdestin.com>; Bryan Kellar <bkellar@cityofdestin.com>
**Subject:** Request for use of city streets (ROW)
**Importance:** High

Hey KK & Jamie,

This request for use of city (ROW) streets is different from most road race requests we get, as they are needing to actually close the roadway for the procession. In regards to the paperwork, everything seems to be in order. Please review for legal sufficiency and risk and email me back with your comments and/or approval, so that I can get this on the 5/19/2025 Council agenda for final approval by City Council.

Thanks,

Thanks,
-Kim

**15-minutes; for time spent on research.****

---

**From:** Kim Montgomery
**Sent:** Thursday, May 1, 2025 2:30 PM
**To:** Kimberly Kopp <kkopp@romanokopplaw.com>; Jamie Haynes <jhaynes@cityofdestin.com>
**Cc:** Rey Bailey <rbailey@cityofdestin.com>; Sharon Gardner <sgardner@cityofdestin.com>; Larry Jones <ljones@cityofdestin.com>; Tamara Young <tyoung@cityofdestin.com>; Bryan Kellar <bkellar@cityofdestin.com>
**Subject:** Request for use of city streets (ROW)
**Importance:** High

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Thanks,

Thanks,
-Kim

**Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. ****Please be aware, the associated cost for public records is $.15 per page for one-sided copies, $.20 for two-sided copies, and $21.00 per hour after the first 15-minutes; for time spent on research.****

"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."

**ITEM # 2025-636**

**CITY OF DESTIN**

# AGENDA ITEM

**COUNCIL MEETING DATE:** May 19, 2025
**TYPE OF AGENDA ITEM:** Presentation
**AGENDA OUTLINE NUMBER:** 4.A.

**TO:** City Council

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

**FROM:** Jeffrey Cozadd, Projects, Grants and Contracts Manager
David Prichard, Community Development Director

**DATE:** 5/12/205

**SUBJECT:** Final Vulnerability Assessment and Adaptation Plan

**I. BACKGROUND:** The Florida Department of Environmental Protection (FDEP) Resilient Florida Program, within the Office of Resilience and Coastal Protection, was created to help coastal and inland communities plan for the impacts of climate change, including flooding and sea level rise.
The Resilient Florida Program offers grants for community planning and to implement projects that mitigate impacts associated with flooding of assets identified within a completed VA study.

**II. DISCUSSION:** This VA and Adaptation Plan (AP), funded by the FDEP Office of Resilience and Coastal Protection successfully identified critical assets at threat of sea level rise and rainfall-driven flooding.
Transportation assets and evacuation routes, critical infrastructure, community and emergency facilities, and natural, cultural, and historic resources were mapped, evaluated, and ranked based on asset vulnerabilities in the final report. 12 scenarios were mapped and provided to the city, ran The Adaptation Plan further identified mitigation measures and projects to protect the city's most vulnerable and critical assets.
Additional funding is proposed to begin the conceptual design of prioritized projects, and final design and construction of such projects. The grant portal is currently open for draft applications, with final applications may be submitted as early as July 1; the application deadline is August 31, 2025.

**A. Link to Strategic Goals / Objectives:**
**B. Effect on Budget (EOB):** N/A
**C. Level of Service (LOS):** LOS will be increased.
**D. Legislative Sponsor:**
**E. Business Impact Statement:**

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:** Informational Only

Attachments:

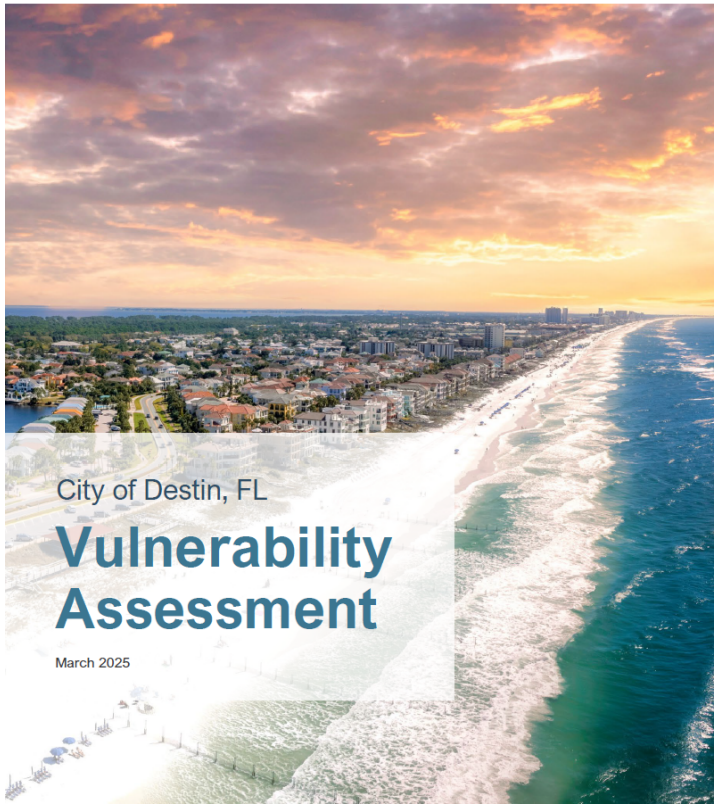
1. CityofDestin_Public_Presentation_VA-AP
2. 23PLN64_Exhibit_F_Final_5.6.2025_rev-1
3. Destin_VulnerabilityAssessment_Report

# Destin Comprehensive Vulnerability Assessment and Adaptation Plan

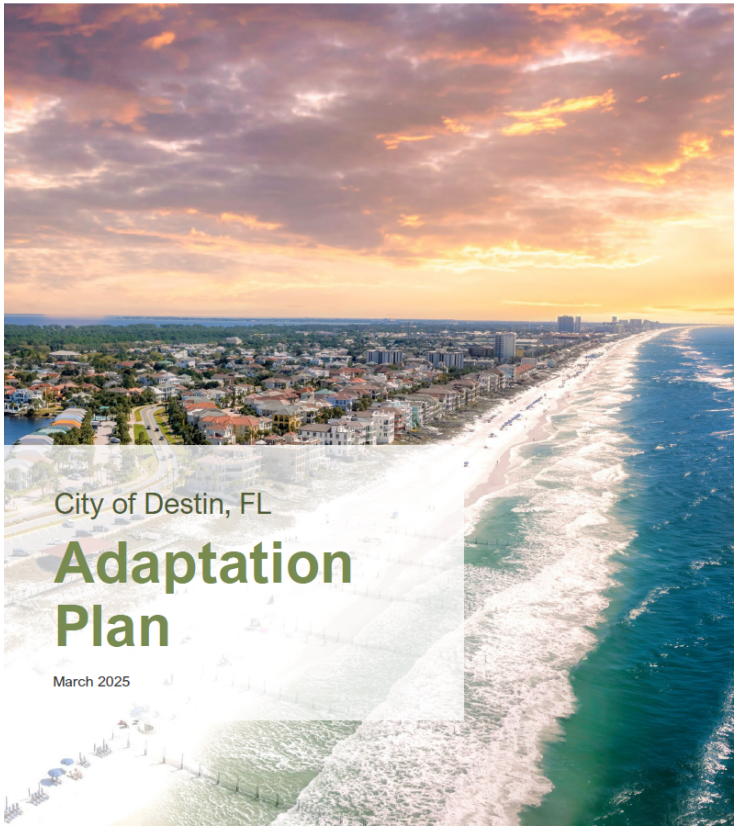
## Study Results and Path Forward

**May 19, 2025**

# Project Overview




- ✓Study Completed March
- ✓100% Funded by FDEP
- ✓Analyzed and Collected Assets for Flood Vulnerability
- ✓Prioritized Mitigation Projects
- ✓A Complete VA allows Destin to apply for additional State, NGO, *and* Federal Funding Programs



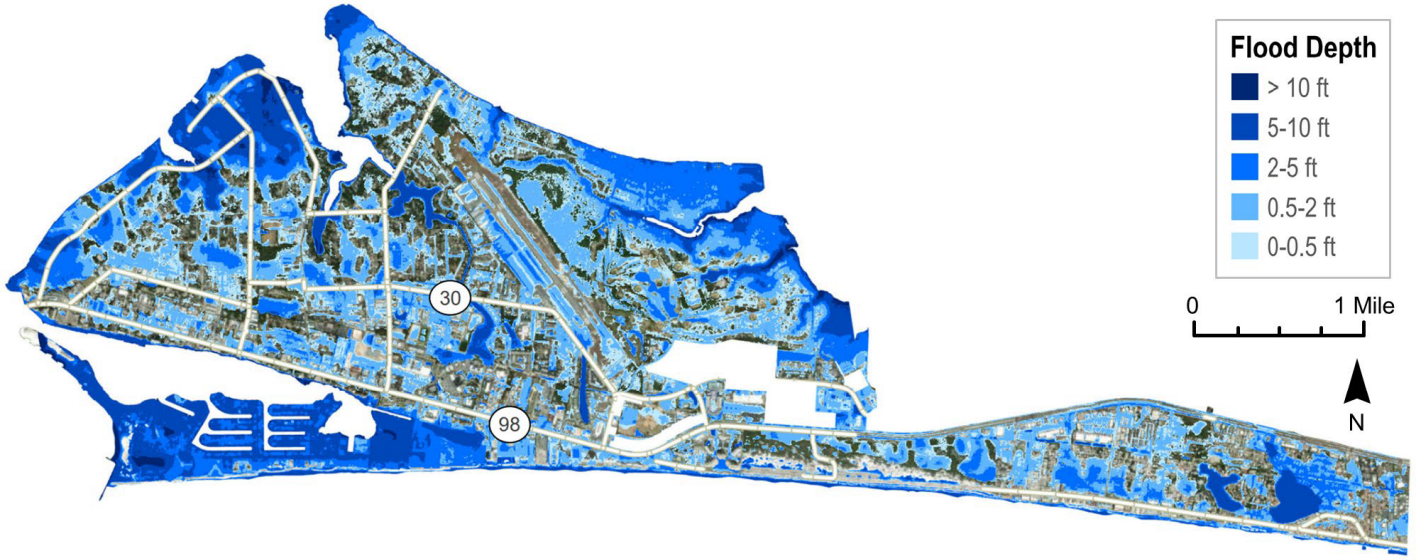
# Vulnerability Assessment

# Flood Hazard Exposure

## Sources of flooding evaluated under current and future conditions:

- ✓Tidal Flooding
- ✓Storm Surge Flooding
- ✓Rainfall flooding
- ✓Compound Flooding

Flood Depth – 1% AEP Compound Flood, 2070 Intermediate-High Sea Level Rise Scenario



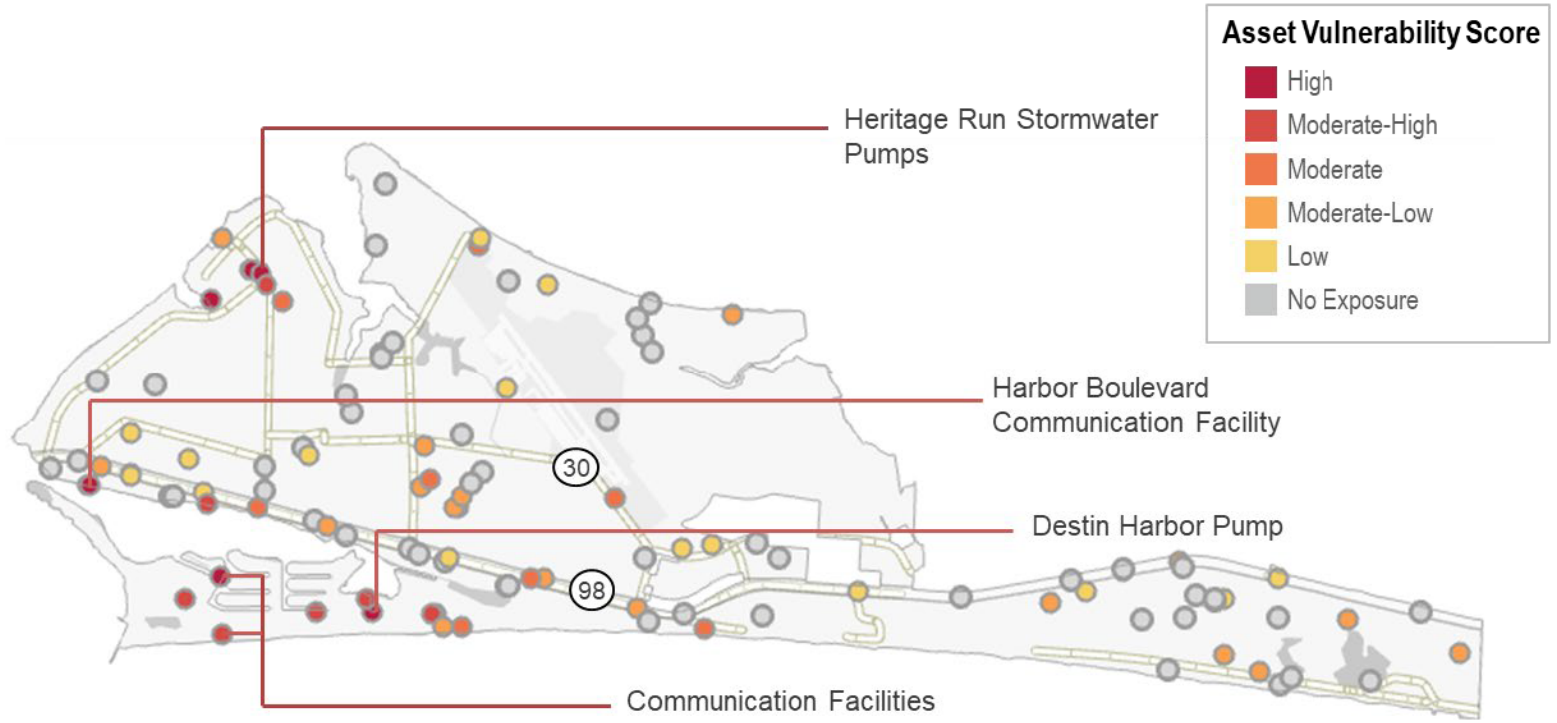
# Asset Vulnerability Results

- ✓ Scored based on Asset Class, Structural Characteristics, and Functional Purpose
- ✓ Different Scoring based on Assets Mapped as:

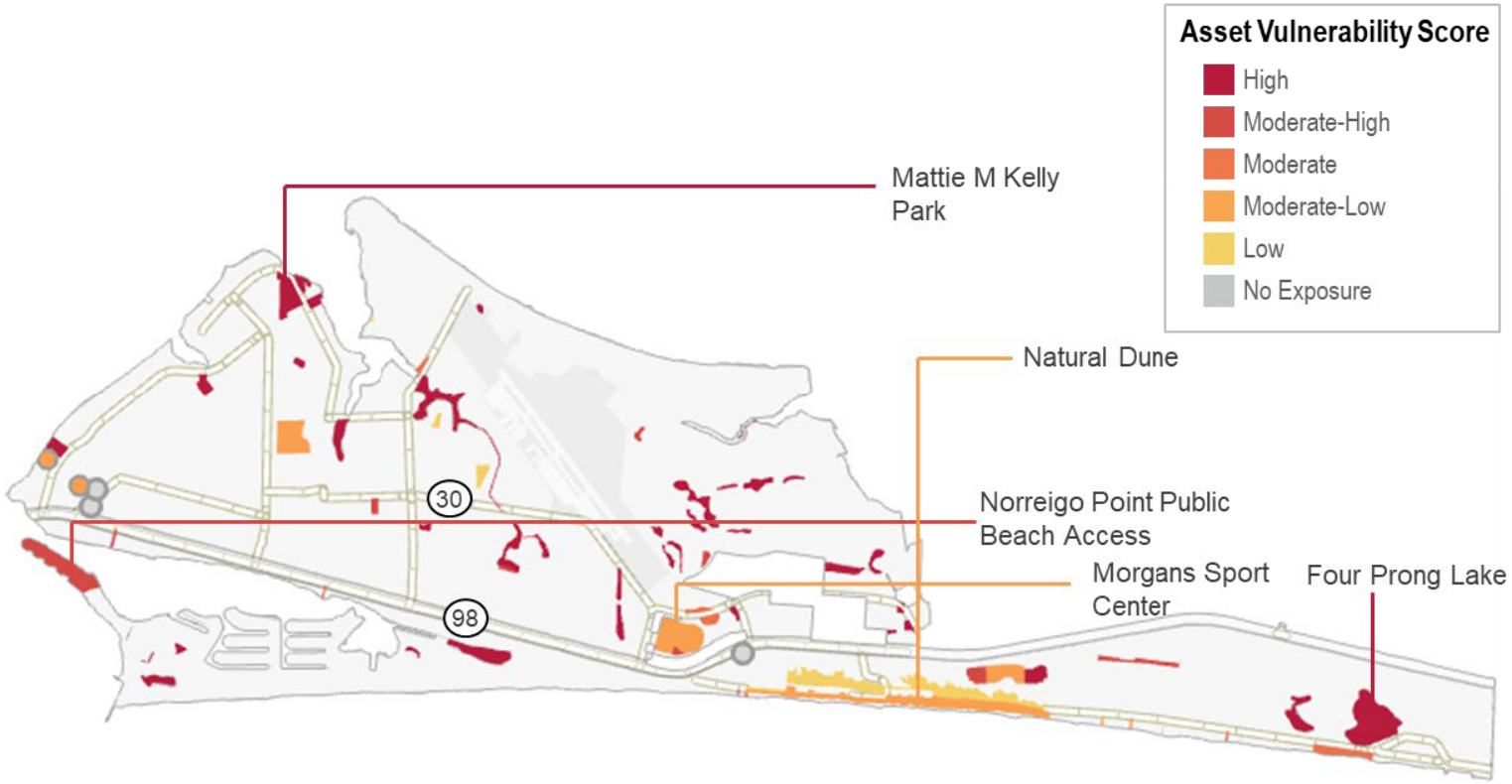
  Points (i.e., School Building), Lines (i.e., Road), or Polygons (i.e., Recreational Park)

| Vulnerability Score | Point Assets | Linear Assets | Polygon Assets |
|---|---|---|---|
| High | 5+ ft flood depth | 81-100% length exposed | 81-100% area exposed |
| Moderate-High | >3-5 ft flood depth | 61-80% length exposed | 61-80% area exposed |
| Moderate | >1.5 -3 ft flood depth | 41-60% length exposed | 41-60% area exposed |
| Moderate-Low | >0.5-1.5 ft flood depth | 21-40% length exposed | 21-40% area exposed |
| Low | >0-0.5 ft flood depth | 1-20% length exposed | 1-20% area exposed |
| No Exposure | 0 ft flood depth | 0% exposure | 0% exposure |

# Sample Infrastructure Asset Vulnerability Map

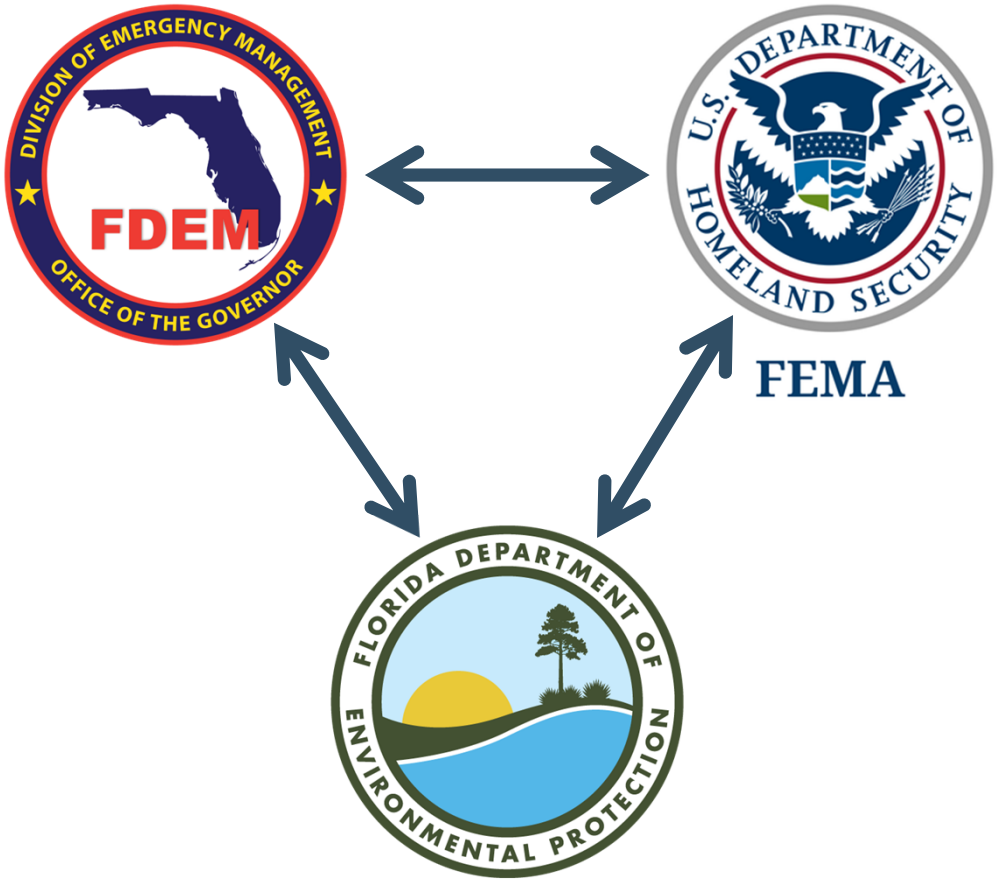


# Sample Natural Asset Vulnerability Map



# Local Mitigation Strategy Alignment

- ✓Aligns results of VA with FEMA-required Local Mitigation Strategy (LMS) plan
- ✓Helps to Inform New Flood Mitigation Projects and Critical Assets
- ✓Consistent Reporting to all Agencies
- ✓Coordination with LMS Chair during Study



# Adaptation Plan

# Adaptation Capacities and Needs

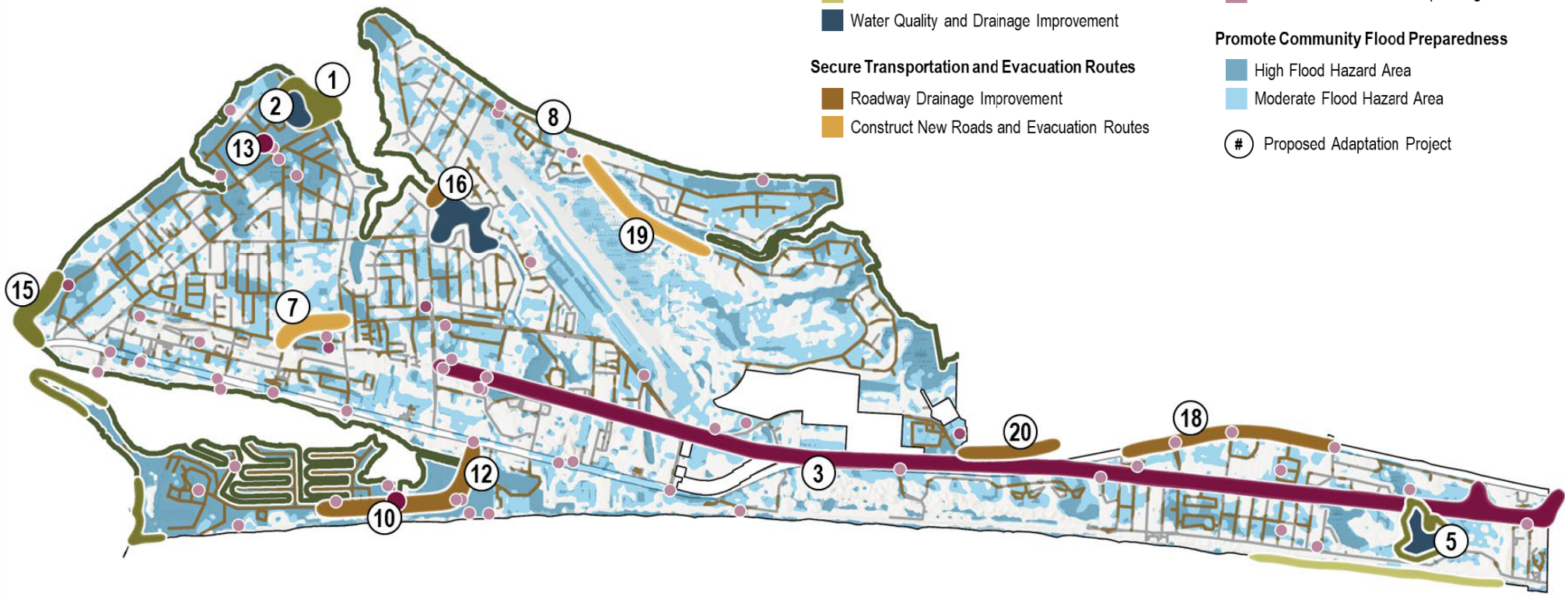
Stakeholders identified four primary categories of resilience challenges to address:

- ✓Geographic Characteristics
- ✓Infrastructure
- ✓City Resources
- ✓Public Support

Table 1. Assessment results summary of each capacity dimension.

| Capacity Areas | Capacity Dimension | Capacity Rating |
|---|---|---|
| Regulations and Plans | Plans | ●●● Relative Strength |
| | Programs | ●●○ Moderate Capacity |
| | Regulations | ●●● Relative Strength |
| | Regulatory Capabilities | ●●○ Moderate Capacity |
| Staff Capacities | Administrative Capacity | ●●○ Moderate Capacity |
| | Technical Capabilities | ●○○ Relative Weakness |
| | Infrastructure Experience | ●●● Relative Strength |
| Funding Potential | Financial Resources | ●○○ Relative Weakness |
| | Grant Experience | ●●● Relative Strength |
| Popular Support | Public Support | ●○○ Relative Weakness |
| | Political Support | ●○○ Relative Weakness |

# Proposed Adaptation Actions






Dewberry

# Adaptation Strategy Samples

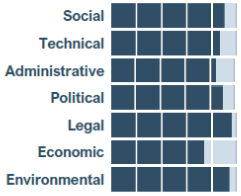
ACTION 5

## Four Prong Lake Drainage Enhancements

**Overview**

| | |
|---|---|
| Description | The roads and structures surrounding For Prong Lake are prone to flooding as the lake overflows into the surrounding neighborhoods during extreme rainfall events. To alleviate flooding in the roadway and neighborhood, this project involves building a permanent stormwater outfall from the lake to the Gulf of Mexico. |
| Location | Four Prong Lake neighborhood; Scenic Highway 98 |
| Type(s) | Drainage Improvements; Roadway Drainage Improvement |
| Benefits | Stormwater-related flood reduction |
| Responsible Party | City of Desitin Public Works |
| Estimated Cost | $3 million |
| Plan Integration | Stormwater Master Plan |
| Status | Ongoing |

**Feasibility Scores**




**Notes and Considerations**

- Pumping untreated water into the Gulf of Mexico may introduce environmental or permitting issues.
- This project is within Focus Area G, identified as a priority for flood mitigation in the vulnerability assessment.

**Priority Rating**

★★★★★ High

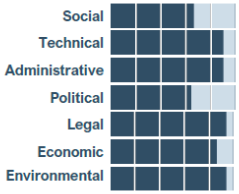
ACTION 4

## Roadside Swale Network Expansion

**Overview**

| | |
|---|---|
| Description | Roadside swales are considered the cheapest, quickest, and easiest way to help curb potential flooding issues on city roadways. Swales are required for all new developments and most redevelopments as part of the permitting process. The City is also working to reconstruct and stabilize existing swales and ditch areas. |
| Location | Citywide |
| Type(s) | Roadway Drainage Improvement |
| Benefits | Reduce roadway flooding and enhance public safety |
| Responsible Party | City of Destin Public Works; property owners and developers |
| Estimated Cost | Costs vary |
| Plan Integration | Stormwater Master Plan |
| Status | Ongoing |

**Feasibility Scores**




**Notes and Considerations**

- There are ongoing land development code requirements for roadside swales.
- Citywide swale reconstruction should be prioritized for roads identified as high risk in the vulnerability assessments.
- Revegetation of swale areas help improve nutrient removal and stormwater treatment.
- Swales can be enhanced with underdrain systems or permanent armoring.

**Priority Rating**

★★★★★ High

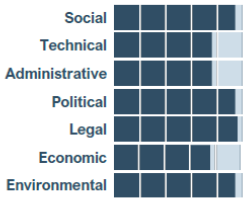
ACTION 1

## Joe's Bayou Recreation Area Improvement

**Overview**

| | |
|---|---|
| Description | Project to improve the waterfront park through enhancement of recreational amenities and shoreline. This includes shoreline stabilization through revetments, breakwaters, integration of native plantings, and restoration of natural wetland areas. |
| Location | Joe's Bayou Recreation Area and Mattie Kelly Park |
| Type(s) | Nature-Based and Living Shoreline |
| Benefits | Coastal erosion and flood reduction; improve community waterfront access |
| Responsible Party | Florida Department of Environmental Protection (FDEP) |
| Estimated Cost | $12.2 million |
| Plan Integration | Strategic Plan |
| Status | Design and permitting underway; construction to start in September 2025 |

**Feasibility Scores**




**Notes and Considerations**

- Projected future sea levels and flood conditions should be considered in the design and construction of shoreline features
- By prioritizing access to the shoreline, the project is unlikely to provide protection from substantial coastal storm surges.

**Priority Rating**

★★★★★ High

# Path Forward

- ✓Additional Funding for:
  - ✓Conceptual Design (100% Funded)
  - ✓Final Design and Construction of Prioritized Projects (50% Funded)

**EXHIBIT F**

**DEP AGREEMENT NO. 23PLN64**

# CITY OF DESTIN

# COMPREHENSIVE VULNERABILITY ASSESSMENT AND ADAPTATION PLAN

**Okaloosa County**

**Final Project Report**

**May 2025**

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

## Part I. Executive Summary

The City of Destin, located in the northwestern portion of the Florida Panhandle, spans approximately 8.74 square miles (or 4,825 acres) along the Gulf of Mexico. This coastal city is home to about 14,200 permanent residents and serves as a major tourism hub, attracting millions of visitors annually. Destin's way of life is tied to the water, but with terrain consisting of low-lying areas, coastal floodplains, and barrier island formations, water can be a source of both value and risk.

The city's geographic location and coastal topography make it particularly vulnerable to flooding from extreme weather events, including hurricanes and heavy rainfall. Destin has experienced multiple severe storms in recent years, with the frequency and intensity surpassing historical averages. While Hurricane Michael in 2018 primarily devastated community's further east, Destin has endured significant impacts from other major storms, including Hurricane Sally in 2020. Sally brought prolonged heavy rainfall and storm surge, causing widespread damage to homes, businesses, and infrastructure. The storm resulted in significant beach erosion, severely impacting critical dune systems and protective coastal barriers. Local businesses, particularly those dependent on tourism and waterfront access, faced extended closures due to property damage, power outages, and disruptions to the local economy. The city's marina facilities, boardwalks, and public spaces suffered significant losses, further straining recovery efforts.

The Vulnerability Assessment (VA) study assessed Coastal, Compound, and Pluvial flood impacts of all critical assets during current conditions and future extreme rainstorm events / Sea Level Rise (SLR) scenarios for years 2040 and 2070. The Adaptation plan identified adaptation capacities prioritized critical assets identified in the VA study that were most critical to protect, and identified projects to incorporate mitigation measures that will protect such assets.

## Part II. Methodology

The process to complete the vulnerability assessment consists of four key technical steps:

1. The team created an inventory of critical and regionally significant assets primarily owned and/or maintained by the City of Destin. This task involved collecting geospatial data related to transportation assets and evacuation routes; critical infrastructure assets; community and emergency facilities; and natural, cultural, and historical assets.
2. The team used topographic and climate data to model potential flood events. This included modeling the depth of flooding that may result from both coastal and rainfall flood hazard sources. Flood exposure was evaluated for both current and future flood conditions under multiple climate change scenarios.
3. The results of the exposure analysis were combined with the asset inventory to evaluate how assets are likely to be impacted by flooding as well as their susceptibility to damage or disruption. Metrics like flood depth and area were used to assign vulnerability scores to individual assets and critical infrastructure systems.
4. In collaboration with City stakeholders, the vulnerability assessment results were used to identify important areas or clusters of highly vulnerable assets. These focus areas incorporate

community preferences and will be prioritized for the development of adaptation projects and actions.

Following the completion of this vulnerability assessment, an adaptation planning process will commence to lay out specific strategies and actions to reduce flood risk and adapt to long-term environmental changes.

Public outreach and stakeholder engagement were also essential throughout the process of developing the vulnerability analysis. Collaboration began with a kickoff meeting in October of 2023 with key staff and stakeholders. In November of 2023, stakeholders, City Staff, community representatives, and general members of the public gathered to discuss the project's progress and to lay the groundwork for asset prioritization, data collection efforts, and future public meetings. Critical asset data was obtained from various credible data sources for the City of Destin. Critical assets were compiled into a file geodatabase feature class containing point, line, and polygon features with the same geometric shapes. All data was projected into the appropriate Florida State Plan Coordinate system. Data Critical asset data was sourced from federal, state, and local sources.

Meetings and coordination via with the City allowed for first-hand knowledge transfer of critical asset data not originally identified in the source used. Additions and modifications to the dataset were made to the database as a result of this coordination. Significant modifications to private historical assets were made in each community, as several assets were private residences that did not have any specific community-wide use or purpose and were therefore not deemed a critical asset to the municipality.

Future rainfall data for Pluvial Analysis was derived from the University of South Florida's (USF) Flood Hub rainfall change factor dataset, available through the USGS open-source data portal. Per Section 380.093, Florida States, "to the extent practicable, rainfall analysis will be conducted….for coastal communities," extreme rainfall analysis for this study will be conducted for the 1% AEP event and not the 0.2% AEP event.

Sea Level Rise (SLR) scenarios will be identified for the community using the U.S. Army Corps of Engineers (USACE) Sea Level Analysis Tool (SLAT, USACE 2024). Scenarios for the NOAA 2017 projections for 2040 and 2070 will be used. Per the guidance, at least two National Oceanic and Atmospheric Administration (NOAA) long-term water level stations will be reviewed to gather and establish appropriate SLR scenarios for Destin. These include the Panama City (8729108) and Pensacola (8729840) locations, which are about 49 and 44 miles from the center of Destin, respectively. An initial review of the values shows that projections are similar at both locations, with the largest difference being less than 0.15 ft. Given the minimal difference, it is anticipated that interpolation is unnecessary; values may be simply averaged, or the Pensacola station may be used as the representative value as it has a more extended period of record (101 years versus 51 years at Panama City).

Tidal elevations for mean higher high water (MHHW) elevation across the study area will be sourced from the NOAA Office of Coastal Management Inundation Mapping Tidal Surfaces for Mean Higher High Water (MHHW, NOAA 2019). This produce provides a spatially continuous representation of MHHW derived from the VDatum tidal datum tool in meters relative to NAVD88. The surface will be converted to feet and validated against NOAA-published MHHW datum elevations in Pensacola and Panama City before use. This surface will be used along with the required two-foot threshold established by DEP to create an MHHW elevation and depth product for existing conditions and each

SLR scenario. The NOAA Inundation Analysis Tool will be used with the scenario-specific threshold tidal elevations to calculate tidal flood days for each scenario for select locations in the community.

To establish the scenario values, staff have also retrieved sea level rise projections from the US Army Corps of Engineers Sea Level Analysis Tool (SLAT). Per the statute requirements, projections were retrieved from the two closest National Oceanic and Atmospheric Administration (NOAA) long-term water levels to Destin, FL. The Panama City (8729108) and Pensacola (8729840) locations were identified as the two closest stations, which are about 49 and 44 miles from the center of Destin, respectively. Values for the NOAA 2017 projections, for the intermediate-low and intermediate-high scenarios are shown in the below table. Values for both stations were similar; however, the Pensacola gauge was selected as the source for the scenarios as it had the higher Mean Sea Level datum, also the longer record of sea level trends in the region of the study.

Current storm surge elevations for the 100-year and 500-year flood events will be sourced from the Federal Emergency Management Agency. Dewberry has sourced the storm surge stillwater elevation surfaces from the Technical Support Data Notebook for the latest Flood Insurance Study for Okaloosa County (FEMA 2021), which includes the City of Destin. These surfaces provide a spatially continuous surge and wave setup elevation that defines the boundaries of the official FEMA floodplain delineations as shown on the latest Flood Insurance Rate Maps. The sea level rise scenarios will be added to these surfaces. Next, the future floodplains and depth grids will be generated by analysis from the study DEM through a proprietary mapping toolbox created for FEMA, state, and community floodplain mapping applications.

## Part III. Outcome

### 1. Projects' Ability to Meeting Goals, Expected Performance Measures and Quantifiable Metrics

This planning study successfully identified critical assets and asset groups (Focus Areas) most vulnerable to flooding and tidal surge in current and future time horizons for the 1% and 0.2% Annual Exceedance Probability Events for Years 2040 and 2070. All floodplains for each storm scenario were mapped in Geospatial software compatible with ESRI mapping products and are available for public consumption.

The study's quantifiable metrics included overall flood depths based on time horizon and flood scenario, as well as asset vulnerability. Vulnerability scores were categorized into classes ranging from no exposure to high exposure.

The Adaptation Plan also successfully met the goals and performance measures of the grant requirements by identifying adaptive capacities and needs of the community, and prioritized projects that are feasible to protect the most vulnerable and critical assets at risk.

### 2. Successful Outcomes

The city is better positioned and now in compliance with Section 380.093, Florida Statute, to receive funding under the Resilient Florida Implementation Grant Program for Design and Construction of mitigation projects, as well as multiple other programs through Federal Programs that require the completion of a Vulnerability Assessment to apply for design and construction funding.

Walton County Local Mitigation Strategy (LMS) Working Group is incorporating the City of Destin VA Report as a reference in the next update/iteration of the LMS Plan. Walton County LMS is utilizing the City of Destin VA Report in the next five (5) year-update planning process; and as an appendix to the Countywide LMS Plan.

The City also has an improved, updated list of projects that are focused on flood mitigation from stakeholder and City staff input.

### 3. Areas for Improvement

Future updates to this study will use available statewide data if it is published by the Florida Flood Hub in time for flood exposure analysis. As funding becomes available, an additional field survey of key prioritized assets is also recommended. The City may also choose to expand planning and conceptual design of prioritized projects in the Adaptation Plan, and expansion of siting conceptual mitigation strategies for stormwater master planning

## Part IV. Further Recommendations

While the Resilient Florida Program provides significant guidance and standards for planning studies, future studies would benefit from more consistent standards in the development of flood raster data and improved consistency of vulnerability categories so that the state may be able to score and consider projects to be funded for design and construction with similar metrics.

Since 2024, the state and Program have begun deploying consistent statewide data for the consulting community. Program staff have taken significant measures to improve consistency in the approach for local studies, as the program has significantly evolved and matured in the past three years.

The Resilient Florida program should continue to be a prioritized, funded program for critical asset data collection and a source of funding for local communities to plan for future storm conditions. It has proven to provide a key resource for organizing and evaluating future hazards that may impact the overall health and economy of the city.

Dewberry

City of Destin, FL

# Vulnerability Assessment

March 2025

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# Introduction

The City of Destin, located in the northwestern portion of the Florida Panhandle, spans approximately 8.74 square miles (or 4,825 acres) along the Gulf of Mexico. This coastal city is home to about 14,200 permanent residents and serves as a major tourism hub, attracting millions of visitors annually. Destin's way of life is tied to the water, but with terrain consisting of low-lying areas, coastal floodplains, and barrier island formations, water can be a source of both value and risk.

The city's geographic location and coastal topography make it particularly vulnerable to flooding from extreme weather events, including hurricanes and heavy rainfall. Destin has experienced multiple severe storms in recent years, with the frequency and intensity surpassing historical averages. While Hurricane Michael in 2018 primarily devastated communities further east, Destin has endured significant impacts from other major storms, including Hurricane Sally in 2020. Sally brought prolonged heavy rainfall and storm surge, causing widespread damage to homes, businesses, and infrastructure. The storm resulted in significant beach erosion, severely impacting critical dune systems and protective coastal barriers. Local businesses, particularly those dependent on tourism and waterfront access, faced extended closures due to property damage, power outages, and disruptions to the local economy. The city's marina facilities, boardwalks, and public spaces suffered significant losses, further straining recovery efforts.

In recognition of the adverse impacts of flooding and sea level rise on communities all across the state, the Florida legislature has taken action to build local and regional resilience to flooding. This includes establishing the Resilient Florida Grant Program, which has provided funding for the City of Destin to conduct a Comprehensive Vulnerability Assessment. These foundational questions drive the vulnerability assessment:

1. What are the essential data on critical assets and flood risks to inform the City's decisions
2. Where are flood risks the greatest, and how do they change over time?
3. Where are current and future flooding impacts expected throughout the City, and where should action be taken?
4. Where should infrastructure investment decisions be made to mitigate current and future flood risks to critical City assets?

This report focuses on vulnerability assessments, which lay the foundation for adaptation planning to increase flood resilience by understanding what's at risk and where to focus risk-mitigating actions.

# Process Overview

Figure 1. Illustration of the technical stages of the vulnerability assessment and adaptation planning process.

The process to complete the vulnerability assessment consists of four key technical steps:

1. The team created an inventory of critical and regionally significant assets primarily owned and/or maintained by the City of Destin. This task involved collecting geospatial data related to transportation assets and evacuation routes; critical infrastructure assets; community and emergency facilities; and natural, cultural, and historical assets.

2. The team used topographic and climate data to model potential flood events. This included modeling the depth of flooding that may result from both coastal and rainfall flood hazard sources. Flood exposure was evaluated for both current and future flood conditions under multiple climate change scenarios.

3. The results of the exposure analysis were combined with the asset inventory to evaluate how assets are likely to be impacted by flooding as well as their susceptibility to damage or disruption. Metrics like flood depth and area were used to assign vulnerability scores to individual assets and critical infrastructure systems.

4. In collaboration with City stakeholders, the vulnerability assessment results were used to identify important areas or clusters of highly vulnerable assets. These focus areas incorporate community preferences and will be prioritized for the development of adaptation projects and actions.

Following the completion of this vulnerability assessment, an adaptation planning process will commence to lay out specific strategies and actions to reduce flood risk and adapt to long-term environmental changes.

Public outreach and stakeholder engagement were also essential throughout the process of developing the vulnerability analysis. Collaboration began with a kickoff meeting in October of 2023 with key staff and stakeholders. In November of 2023, stakeholders, City Staff, community representatives, and general members of the public gathered to discuss the project's progress and to lay the groundwork for asset prioritization, data collection efforts, and future public meetings.

# Critical Asset Inventory

Critical and regionally significant assets are those essential for the city's functioning and provision of public services. They include community and emergency facilities, critical infrastructure, natural, cultural, and historical resources, and transportation assets.

**Critical community and emergency facilities** include schools, colleges, universities, community centers, correctional facilities, disaster recovery centers, emergency medical service facilities, emergency operation centers, fire stations, health care facilities, hospitals, law enforcement facilities, local government facilities, logistical staging areas, affordable public housing, risk shelter inventory, and state government facilities.

**Critical infrastructure** includes wastewater treatment facilities and lift stations, stormwater treatment facilities and pump stations, drinking water facilities, water utility conveyance systems, electric production and supply facilities, solid and hazardous waste facilities, military installations, communications facilities, and disaster debris management sites.

**Natural, cultural, and historical resources** include conservation lands, parks, shorelines, surface waters, wetlands, and historical and cultural assets.

**Transportation assets** include airports, bridges, bus terminals, evacuation routes, ports, major roadways, marinas, rail facilities, and railroad bridges.

The first step in the vulnerability assessment process was collecting data to accurately identify and map these assets. Note this effort focuses on community-owned and maintained assets and infrastructure rather than private property and residences.

Data to create the Asset Inventory was sourced from federal, state, and local sources. Sources included the Florida Department of Transportation (FDOT), Florida Department of Emergency Management (FDEM), Florida Geographic Data Library (FGDL), U.S. Department of Urban Development (US HUD); Florida Natural Areas Inventory (FNAI), Florida Fish and Wildlife Conservation Commission (FWC); Florida Department of Environmental Protection (FDEP); and the Northwest Florida Water Management

District (NWFWMD). Critical assets were compiled into a file geodatabase feature classes containing point, line, and polygon features with the same geometric shapes. The project team undertook a large data cleanup task of the compiled dataset to ensure the accuracy and conformance of the database in alignment with Florida's GIS Data Standards. More information about data collection and inventory processes can be found in the Data Collection and Data Gap Analysis Technical Memorandum.

In total, 295 critical assets were identified, comprising 28 unique asset types (Table 1). The assets are organized into classes which were used as part of the sensitivity analysis presented later in this report.

Table 1. Summary and count of critical assets by class and type.

| Asset Class | Asset Type | Count of Assets |
|---|---|---|
| Transportation and Evacuation Routes | Major Roadways | 33 |
| | Bridges | 4 |
| | Airports | 18 |
| | Marinas (Boat Ramp) | 2 |
| Natural, Cultural, and Historical Resources | Surface Waters | 48 |
| | Parks | 36 |
| | Historical and Cultural Assets | 3 |
| | Cemeteries | 2 |
| | Natural Dunes | 2 |
| | Wetlands | 1 |
| Critical Infrastructure | Communications Facilities | 78 |
| | Drinking Water Facilities | 8 |
| | Electric Production and Supply Facilities | 3 |
| | Wastewater Treatment Facilities and Lift Stations | 3 |
| | Disaster Debris Management Sites | 1 |
| | Stormwater Treatment Facilities and Pump Stations | 3 |
| | Shorelines (Breakwater) | 3 |
| | Major Traffic Signals | 20 |
| | Water Utility Conveyance Systems | 2 |
| | Military Installations | 1 |
| Community and Emergency Facilities | Fire Stations | 3 |
| | Health Care Facilities | 1 |
| | Local Government Facilities | 7 |
| | Community Centers | 7 |
| | Law Enforcement Facilities | 1 |
| | Schools | 3 |
| | Risk Shelter Inventory | 1 |
| | Emergency Medical Service Facilities | 1 |

Meetings and coordination with the City of Destin allowed for first-hand knowledge transfer of critical asset data not originally identified. Additions and modifications were made to the database because of this coordination. The following list contains recommendations for the City to further refine the critical asset dataset in the future, for use during study updates.

1. Continue to consult across City staff to identify planned or newly constructed critical assets.

2. Stay up to date regarding FDEP publicly available critical asset dataset releases.
3. Request and review engineer drawings to verify locations of critical assets and potential impact thresholds.
4. Leverage regional planning councils for additional grant funding opportunities to support ongoing database improvement efforts.
5. Utilize updated available Digital Elevation Model (DEM) elevations to conflate elevations of critical assets as they become available.
6. Add additional impact thresholds for critical assets that are added to the database, as needed, for assets that have multiple impact thresholds. Survey impact thresholds of most critical assets when possible.
7. Incorporate as-built plan elevation data into the database once new assets are constructed.

# Flood Hazard Exposure

Destin experiences multiple sources of flooding, including tidal flooding, storm surge flooding, extreme rainfall flooding, and compound flooding.

**Tidal Flooding:** Tidal flooding occurs when high tides inundate typically dry areas. As sea levels rise, tidal flooding will become more frequent, reaching further inland. This "sunny-day flooding" or “king tide flooding” may not pose immediate safety risks but can disrupt daily activities and damage infrastructure over time.

**Storm Surge Flooding:** Coastal storm surge occurs when winds from storms such as hurricanes and tropical storms push ocean waters inland. The height and extent of storm surge depend on factors like wind speed and atmospheric pressure, as well as the shape of the coastline. As sea levels rise, storm surges will likely become more destructive.

**Rainfall Flooding:** Prolonged or intense rainfall can inundate inland areas when runoff overwhelms natural or built drainage systems, leading to stormwater flooding and ponding. Extreme rainfall events are projected to worsen over time, leading to increased flooding challenges. As sea levels rise, elevated water levels can also impair drainage infrastructure, leading to increased flooding challenges.

**Compound Flooding:** Compound flooding occurs when extreme high tides or coastal storm surges happen at the same time as intense rainfall. Tidal waters can block stormwater drainage outfalls and even cause water to flow upstream into drainage ditches and pipes, resulting in more widespread flooding in both coastal and inland areas.

The exposure analysis considered these various flood processes separately. Each hazard was evaluated for both existing and future conditions, considering projected sea level rise and precipitation patterns for the 2040 and 2070 time horizons.

The following subsections provide a high-level summary of analysis methods and results. Additional technical details regarding all elements of the flood exposure analysis can be found in the Exposure and Sensitivity Analysis Technical Memorandum.

# Future Climate Projections

## Sea Level Rise

Projections around the magnitude and rate of sea level rise affect tidal, storm surge, and compound flood modeling. This study used coastal water elevation data from the National Oceanic and Atmospheric Administration (NOAA) and sea level rise projections from NOAA's Pensacola tide station, which is 44 miles from the center of Destin and has a record of over 100 years of sea level rise trends in the region. NOAA reports that sea level increased by 0.5 ft in the eastern Gulf region from 1993-2020. Both NOAA's intermediate-low and intermediate-high sea level rise scenarios were assessed, representing a moderate range of plausible outcomes, accounting for uncertainty around carbon emissions and other climate change factors. Sea level rise projections used in this effort are presented in Figure 2 and Table 2.

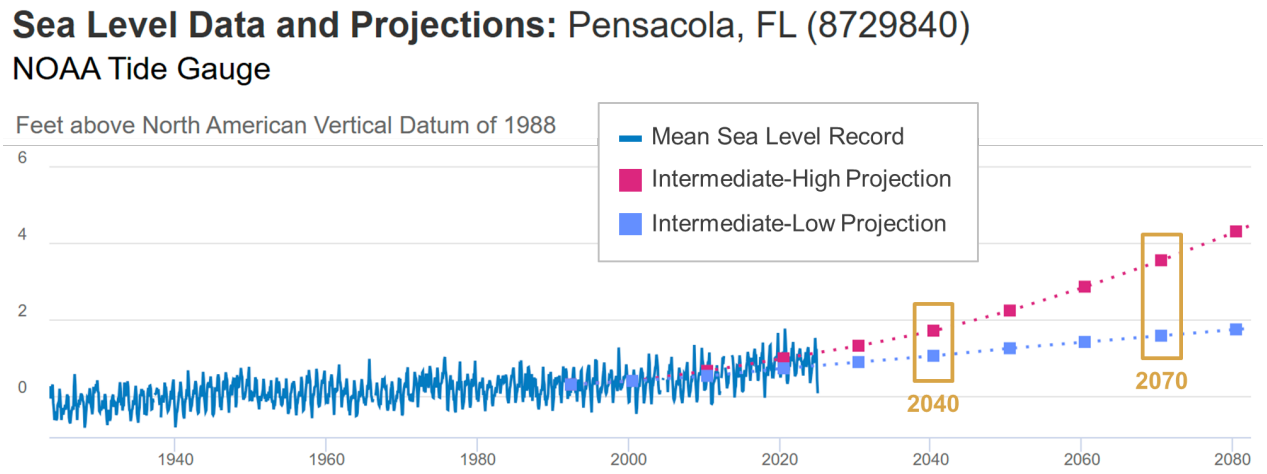



Figure 2. Historical record of sea levels and projected sea level trends at the Pensacola, FL tide gauge based on NOAA's intermediate-low and intermediate-high sea level rise projections. *Source: climate.sec.usace.army.mil/slat/.*

Table 2. Sea level rise projections used in the study.

| Time Horizon | Sea Level Rise Scenario | Sea Level Change |
|---|---|---|
| Present Day | - | - |
| 2040 | Intermediate-Low | + 0.8 ft |
| | Intermediate-High | + 1.4 ft |
| 2070 | Intermediate-Low | + 1.3 ft |
| | Intermediate-High | + 3.2 ft |

Historical observations have already shown increasing sea levels. If the linear trend from 1992 to 2025 is extrapolated out to 2040 and 2070, it provides for increases of 1 and 1.6 ft, respectively. These values are above the Intermediate-Low curve, which suggests that Destin should plan for the Intermediate or Intermediate-High scenario. For simplicity in this report, intermediate-high sea level rise projection is most often highlighted to show the potential impacts of more significant changes, but all assessed scenarios are included in the Exposure and Sensitivity Analysis Technical Memorandum.

## Rainfall Patterns

According to climate change projections, North Florida is expected to see a slight to moderate increase in overall precipitation due to warmer temperatures and shifting weather patterns. This affects both

rainfall and compound flood types. This study used climate modeling from the National Aeronautics and Space Administration (NASA) and a higher-range climate scenario (known as SSP585), which represents projected rainfall changes under a high emissions condition with limited climate actions, leading to more significant rainfall changes.

Table 3 shows the rainfall values used in this study for both present and projected future scenarios. Modeling for rainfall and compound flooding focus on the 1% Annual Exceedance Probability (1% AEP) event—this represents a flood that has a 1% probability of occurring in any given year, also known as the "100-year flood."

Table 3. Change in rainfall depths for the 1% AEP 25-hour rainfall event in Destin, based on SSP585 projections.

| Time Horizon | Rainfall Depth for 24-hour 1% AEP Event | Rainfall Change Factor |
|---|---|---|
| Present Day | 16 inches | - |
| 2040 | 18.08 inches | +13% |
| 2070 | 19.36 inches | +21% |

# Flood Modeling

## Tidal Flooding

Tidewaters have the potential to inundate normally dry land and assets. Tides are impacted by gravitational forces from the moon and sun, currents, and temperatures, and so tidal elevations fluctuate day to day and throughout the year. The elevation of the average daily high tide is known as Mean Higher High Water (MHHW). Given that spring and annual "king" tides can be greater than MHHW, notable tidal flooding events are defined for this study as when coastal waters exceed the threshold of 2 ft above mean higher high water. As sea levels rise, high tides will rise and move farther inland, increasing the risk of seasonal and daily tidal flooding.

To assess the potential for tidal flood exposure in Destin, elevations for MHHW across the study area were sourced from NOAA's Office of Coastal Management Inundation Mapping, and then an additional 2 feet was to meet FDEP guidance requirements. Five raster surfaces were created to represent the extents and depths of MHHW + 2 ft in each planning sea level scenario. A summary of the area covered in each scenario is presented in Table 4. In the most extreme scenario assessed (the 2070 intermediate-high scenario, shown in Figure 3), modeling shows the tidal floodplain would expand by nearly 300 acres compared to current conditions.

Table 4. Extent of the study area covered by the tidal floodplain (represented by MHHW + 2 ft) in each planning scenario.

| Time Horizon | Sea Level Rise Scenario | Area Inundated (Acres) | Area Flooded (Percent) |
|---|---|---|---|
| Present Day | - | 588 | 12% |
| 2040 | Intermediate-Low | 595 | 12% |
| | Intermediate-High | 648 | 13% |
| 2070 | Intermediate-Low | 639 | 13% |
| | Intermediate-High | 887 | 18% |

Flood Depth – Tidal Flooding (MHHW + 2 ft), 2070 Intermediate-High Sea Level Rise Scenario

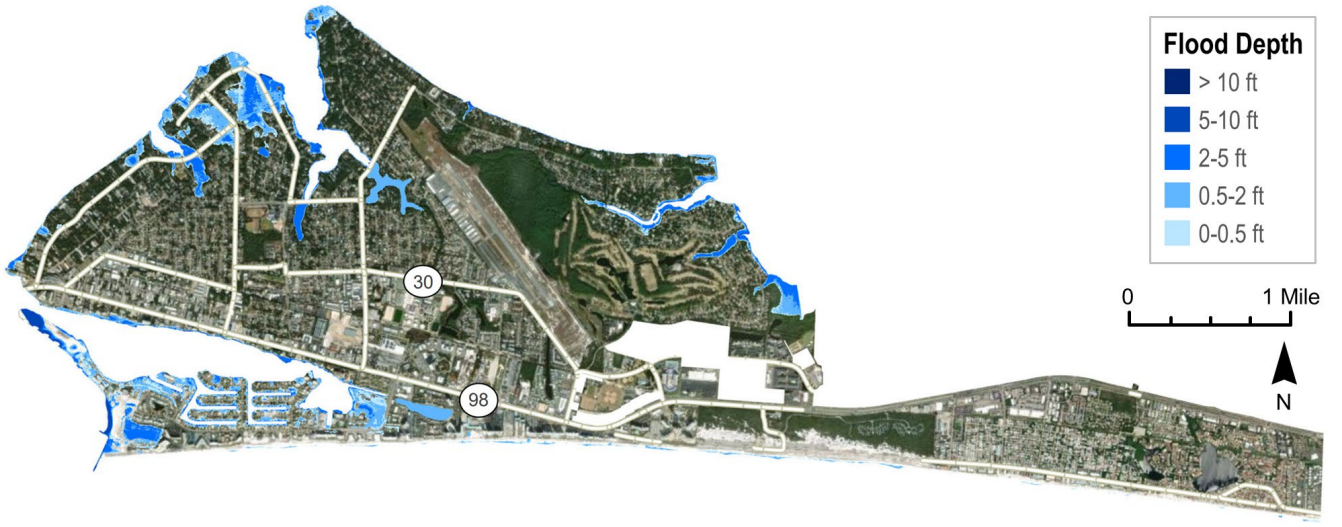



Figure 3. Modeled depth and extent of the tidal floodplain in the 2070 intermediate-high scenario.

In addition to this mapping, the study team estimated the amount of time in a given year that the tidal flooding would occur in a given year based on current and projected future conditions. Using NOAA's Inundation Analysis Tool, which leverages historical tidal elevation data, the analysis calculated how many hours per year tidal waters are likely to exceed the present-day MHHW + 2 ft threshold. The results of this analysis are presented in

Table 5 and indicate that while tidal flooding is a relatively rare occurrence today, it is likely to increase in frequency and duration as sea levels rise, particularly in areas around Joes Bayou and Destin Harbor.

Table 5. Estimated duration of tidal flooding (defined as water levels above current MHHW + 2 ft) per year.

| Time Horizon | Sea Level Rise Scenario | Duration Per Year (Time) | Duration Per Year (Percent) |
|---|---|---|---|
| Present Day | - | 96.5 hours (~4 days) | 1% |
| 2040 | Intermediate-Low | 146.1 hours (~6 days) | 2% |
| | Intermediate-High | 1126.5 hours (~days) | 13% |
| 2070 | Intermediate-Low | 850.1 hours (~35 days) | 10% |
| | Intermediate-High | 8430.7 hours (~351 days) | 96% |

## Storm Surge Flooding

Coastal storm surge occurs when winds from a major storm push coastal waters inland. For this study, the 1% AEP coastal storm event was the focus of storm surge modeling. As part of the flood modeling process, storm surge elevations consisting of spatially varied water surface data were sourced from the Federal Emergency Management Agency (FEMA). The study team then created floodplains and depth grids for each sea level rise scenario by adding the respective values to the current conditions surface.

Between 27% to 37% of the city is expected to be inundated in any modeled storm surge scenario. As highlighted by the most extreme storm surge event analyzed, (the 2070 intermediate-high scenario, shown in Figure 4), areas around Choctawhatchee Bay and South of Destin Harbor are most exposed to storm surge flooding.

Table 6. Extent of the study area covered by the 1% AEP storm surge floodplain in each future planning scenario.

| Time Horizon | Sea Level Rise Scenario | Area Inundated (Acres) | Area Flooded (Percent) |
|---|---|---|---|
| 2040 | Intermediate-Low | 1,281 | 27% |
| | Intermediate-High | 1,400 | 29% |
| 2070 | Intermediate-Low | 1,385 | 29% |
| | Intermediate-High | 1,780 | 37% |

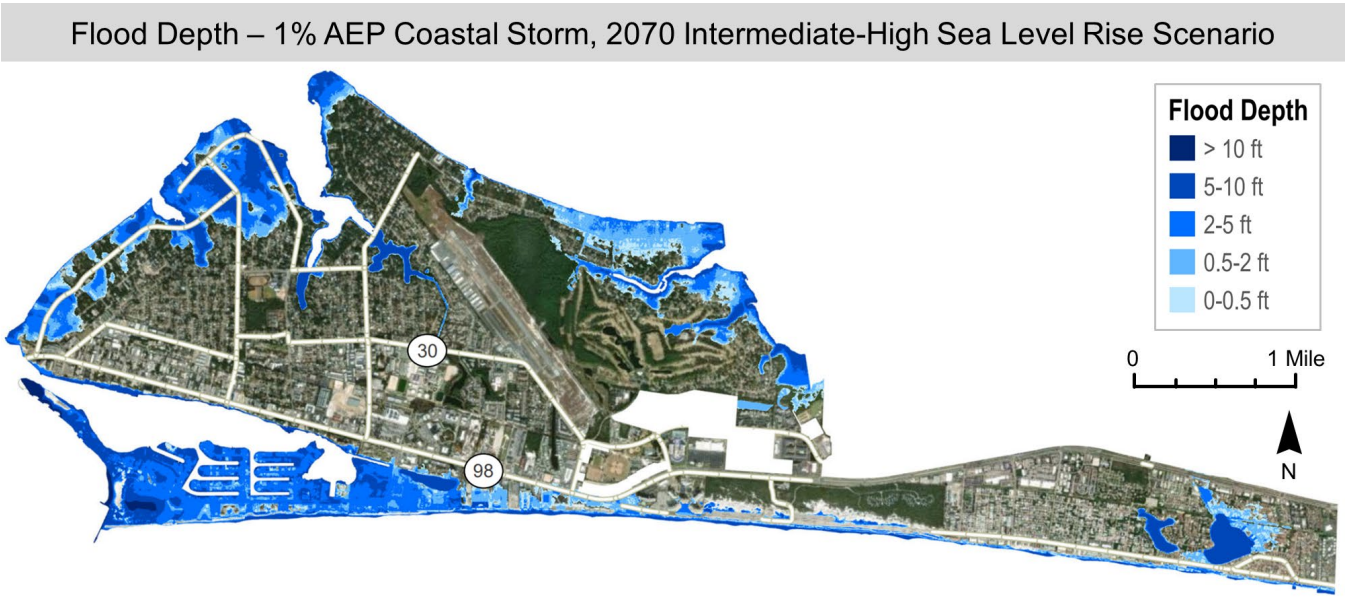



Figure 4. Modeled depth and extent of the 1% AEP storm surge floodplain in the 2070 intermediate-high scenario.

## Rainfall Flooding

Extreme rainfall events can overwhelm natural and man-made drainage systems, leading to inland flooding. In order to understand the city's exposure to rainfall-driven flooding, the study team used HEC-RAS (Hydrologic Engineering Center's River Analysis System) software to simulate rainfall-driven water flow across the terrains. Similar to coastal storm surge flooding, this modeling also focused on the 1% AEP rainfall event over a 24-hour period of time. Rainfall data used to model flooding in the present-day scenario was sourced from NOAA's Atlas 14, future rainfall depths informed by NASA projections (as explained in the Rainfall Patterns section above), and rainfall accumulation patterns followed guidance from the National Engineering Handbook.

Between 29% and 35% of the city is expected to be inundated in any given rainfall-driven flood scenario. While tidal and storm surge flooding is concentrated on the coasts, rainfall-driven flooding is present throughout the city, including very inland areas. However, while more widespread, this type of flooding is generally less deep than storm surge flooding. In the most extreme rainfall-driven event analyzed (the 2070 scenario, shown in Figure 5), most modeled flooding is less than 2 ft deep.

Table 7. Extent of the study area covered by the 24-hour 1% AEP rainfall-driven floodplain in each planning scenario.

| Time Horizon | Area Inundated (Acres) | Area Flooded (Percent) |
|---|---|---|
| Present Day | 1,404 | 29% |
| 2040 | 1,545 | 32% |
| 2070 | 1,703 | 35% |

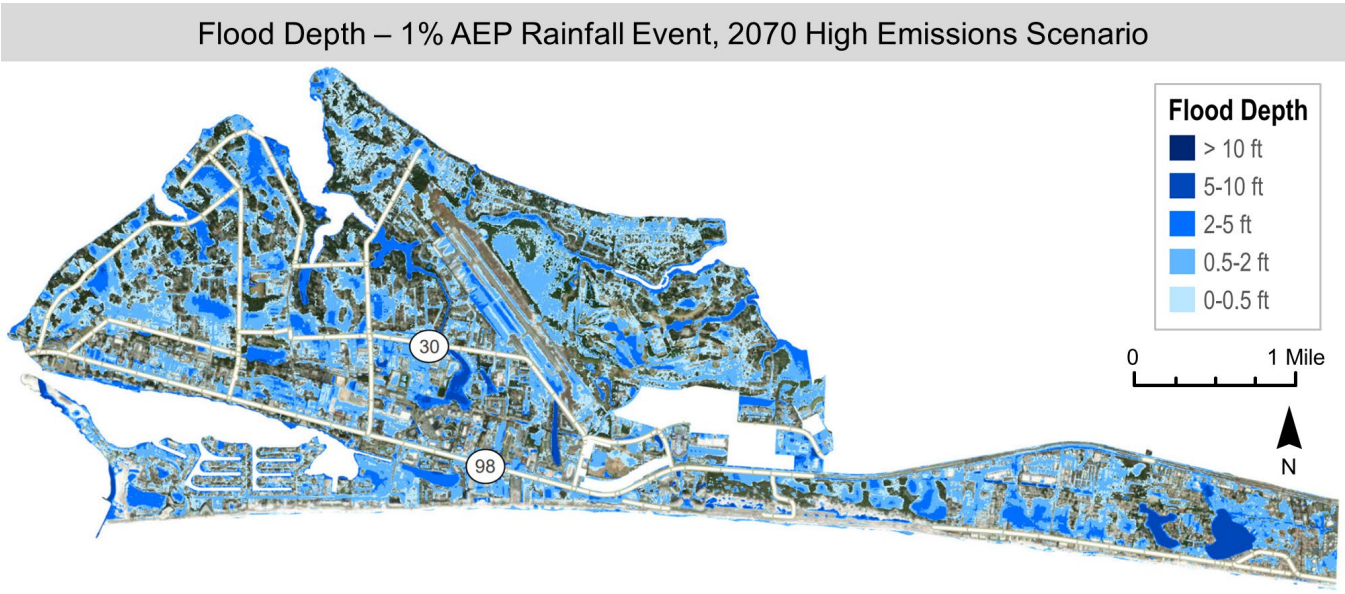



Figure 5. Modeled depth and extent of the 24-hour 1% AEP rainfall-driven floodplain in 2070.

## Compound Flooding

Major storms often bring wind, high tides, and significant rainfall, so compound flooding was also assessed. Specifically, this study focused on what would occur if peak runoff from a 24-hour 1% AEP rainfall event coincides with peak surge from a 1% AEP coastal storm surge event. This effectively represents a worst-case scenario where both significant flood drivers are present. To model this, water surface elevations resulting in the coastal flood analysis were used as downstream tailwater conditions input into the modeling methods used in the rainfall flooding analysis.

Compound flooding leads to greater area and flood depths than either storm surge or rainfall flooding alone. In the most extreme compound event analyzed (the 2070 intermediate-high scenario, shown in Figure 8), about half the study area is projected to be inundated by flood waters with a wide range of depths.

Table 8. Extent of the study area covered by the 1% AEP compound floodplain in each planning scenario.

| Time Horizon | Area Inundated (Acres) | Area Flooded (Percent) |
|---|---|---|
| Present Day | 1,888 | 39% |
| 2040 | 2,171 | 45% |
| 2070 | 2,477 | 51% |

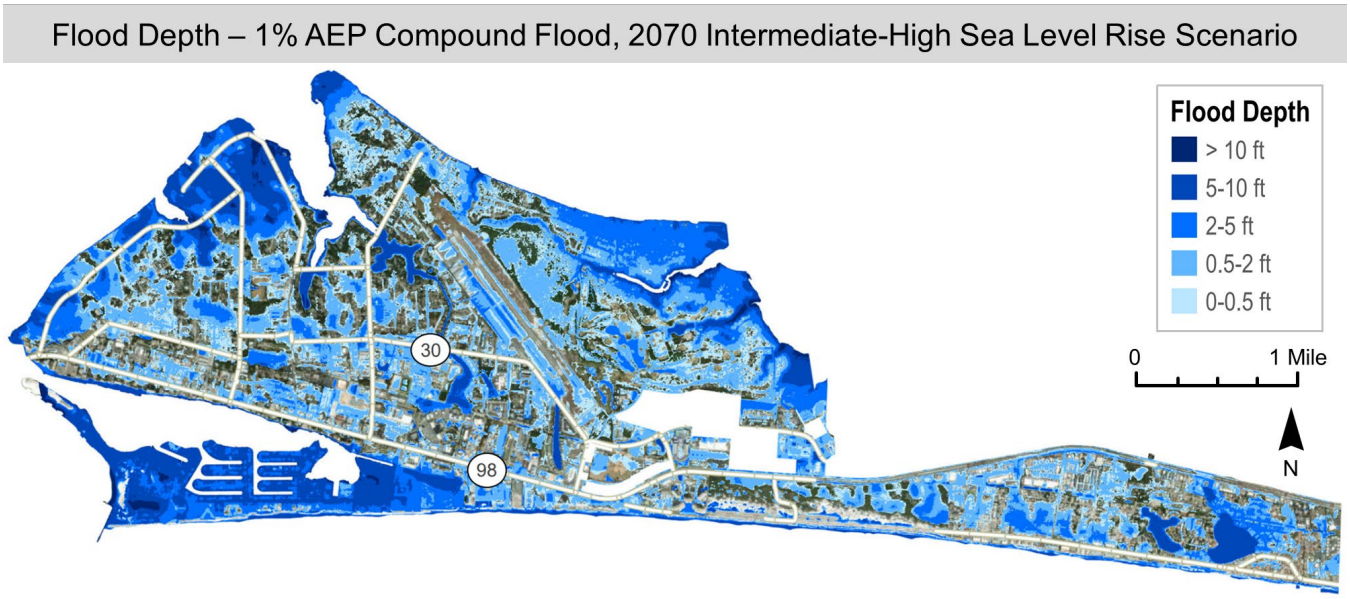



Figure 6. Modeled depth and extent of the 24-hour 1% AEP rainfall-driven floodplain in 2070.

# Sensitivity Analysis

The sensitivity analysis aims to evaluate the potential impact of flooding on critical community and regional assets by considering their exposure to flood hazards and susceptibility to damage or disruption. To do this assessment, data from the critical asset inventory was combined with the results of the flood hazard exposure analysis to assess each asset's sensitivity to each modeled flood condition.

Assets were analyzed using different methods based on their geometry type in the geospatial database:

1. Point assets (such as buildings) were evaluated based on relative flood depth in feet.
2. Line assets (such as roads) were assessed based on the length of the asset in miles exposed to flooding above a disruptive threshold of 6 inches.
3. Area assets (such as parks) were analyzed based on the flooded area in acres above a disruptive threshold of 6 inches.

Vulnerability scores were assigned to each asset under each flood scenario based on the ranges presented in Table 9 below. Risk levels for each asset type are then assigned based on the percent of assets affected or the portion of length/area inundated across assets with the same classification, as shown in Table 10.

Table 9. Vulnerability scoring ranges for each asset type.

| Vulnerability Score | Point Assets | Linear Assets | Area Assets |
|---|---|---|---|
| High | 5+ ft depth | 81-100% length exposed (>6 in) | 81-100% area exposed (>6 in) |
| Moderate-High | 3 to 5 ft depth | 61-80% length exposed (>6 in) | 61-80% area exposed (>6 in) |
| Moderate | 1.5 to 3 ft depth | 41-60% length exposed (>6 in) | 41-60% area exposed (>6 in) |
| Moderate-Low | 0.5 to 1.5 ft depth | 21-40% length exposed (>6 in) | 21-40% area exposed (>6 in) |
| Low | >0 to 0.5 ft depth | 1-20% length exposed (>6 in) | 1-20% area exposed (>6 in) |
| No Exposure | 0 ft depth | 0% exposure (>6 in) | 0% exposure (>6 in) |

Table 10. Risk scoring ranges for each asset type, based off aggregating exposure across assets. These colors correspond to the risk level summary tables below.

| Risk Score | Point Assets | Linear Assets | Area Assets |
|---|---|---|---|
| High | 81-100% assets exposed | 81-100% total length exposed | 81-100% total area exposed |
| Moderate-High | 61-80% assets exposed | 61-80% total length exposed | 61-80% total area exposed |
| Moderate | 41-60% assets exposed | 41-60% total length exposed | 41-60% total area exposed |
| Moderate-Low | 21-40% assets exposed | 21-40% total length exposed | 21-40% total area exposed |
| Low | 1-20% assets exposed | 1-20% total length exposed | 1-20% total area exposed |
| No Exposure | 0% assets exposed | 0% total length exposed | 0% area exposed |

This view of vulnerability helps show that as flood hazards worsen over time, not only will more assets be exposed, but the impact on exposed assets will worsen. Figure 7 graphs the count of point assets exposed to flooding across various event conditions and their associated vulnerability score. As sea levels rise and precipitation patterns change, not only will more assets be exposed to flooding, but floodwaters will deepen, leading to a greater likelihood of asset damage and disruption.

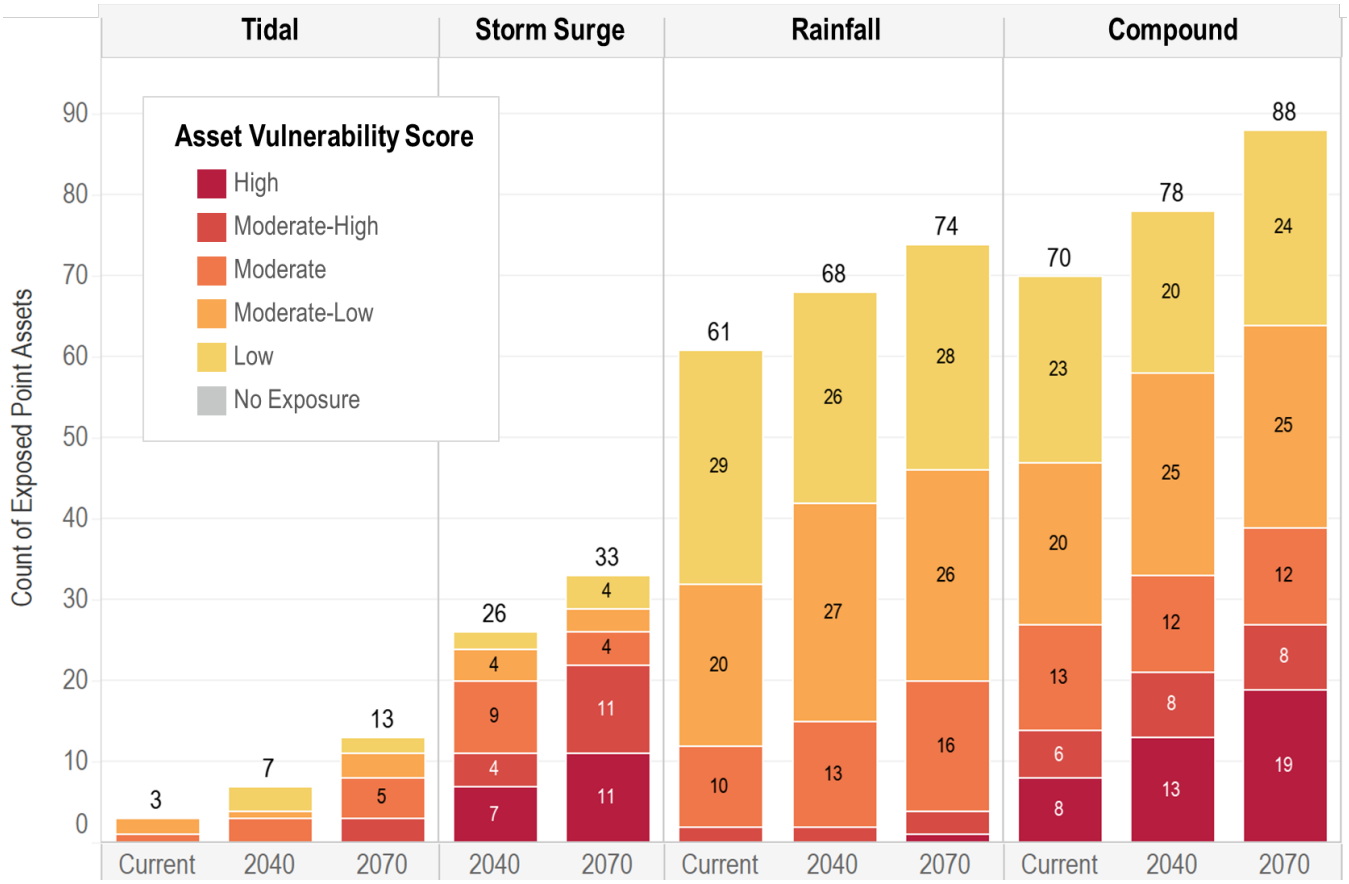



Figure 7. Stacked bar chart showing the count of point assets exposed to flooding across tidal, storm surge, rainfall, and compound flooding types and time horizons. Color indicates depth-based vulnerability score bucket that each exposed asset falls into.

Findings are summarized in the section below by asset class which includes Community and Emergency Facilities; Critical Infrastructure; Natural, Cultural, and Historical Assets; and Transportation Assets.

Results in this section focus on intermediate-high sea level rise projections to illustrate the potential impacts of more significant changes. The maps presented here focus on the 2040 1% AEP compound flood scenario, a moderate-term event that provides a good representation of the range of asset impacts. The Exposure and Sensitivity Analysis Technical Memorandum provides more scenario information as well as asset-specific impact details.

This analysis used high-level metrics and generalized assumptions. As such, results should be considered a preliminary assessment intended to identify areas and assets of concern and prioritize them for further evaluation with input from community stakeholders.

## Community and Emergency Facilities

Community and emergency facilities include assets related to community gatherings, shelter, law enforcement, emergency response, healthcare, and government services. These kinds of buildings and areas play a critical role in ensuring the health and safety of residents, both during and outside of emergency situations. Across the City, 23 point-based assets and 2 area-based assets were identified as community and emergency facilities.

Table 11 below shows how each asset type is exposed to flooding across all 1% AEP flood event scenarios. Community and emergency facilities were not modeled to have any impacts from tidal flooding.

Table 11. Storm surge, rainfall, and compound flood asset risk level summary for community and emergency assets during a 1% AEP event across time horizons (using intermediate-high sea level rise projections). For point assets, metrics are count and percent of total assets flooded. For area assets, metrics are total area in acres and percent of total area flooded above 6 inches.

| Asset Type | Storm Surge | | | | Rainfall | | | | | | Compound | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 2040 | | 2070 | | Current | | 2040 | | 2070 | | Current | | 2040 | | 2070 | |
| **Point Assets** (count exposed, percent exposed) | | | | | | | | | | | | | | | | |
| Community Center | 0 | 0% | 0 | 0% | 2 | 29% | 2 | 29% | 2 | 29% | 2 | 29% | 2 | 29% | 2 | 29% |
| Fire Station | 1 | 33% | 1 | 33% | 1 | 33% | 1 | 33% | 1 | 33% | 1 | 33% | 1 | 33% | 1 | 33% |
| Schools | 0 | 0% | 0 | 0% | 1 | 33% | 1 | 33% | 1 | 33% | 1 | 33% | 0 | 33% | 0 | 33% |
| **Area Assets** (acres exposed, percent exposed) | | | | | | | | | | | | | | | | |
| Local Gov. Facilities | 0 | 0% | 0 | 0% | 0.5 | 73% | 0.6 | 78% | 0.6 | 78% | 0.5 | 73% | 0.6 | 78% | 0.6 | 78% |

One fire station, Station # 19, is impacted by storm surge, rainfall, and compound flooding alike in all time horizons. Two community centers and one school in the City of Destin are exposed to rainfall and compound flooding but with no impacts from coastal flooding. The City Hall Parking Lot is the one area-based community and emergency asset exposed to flooding in a 1% AEP event – flooding in the City Hall Parking Lot is primarily driven rainfall.

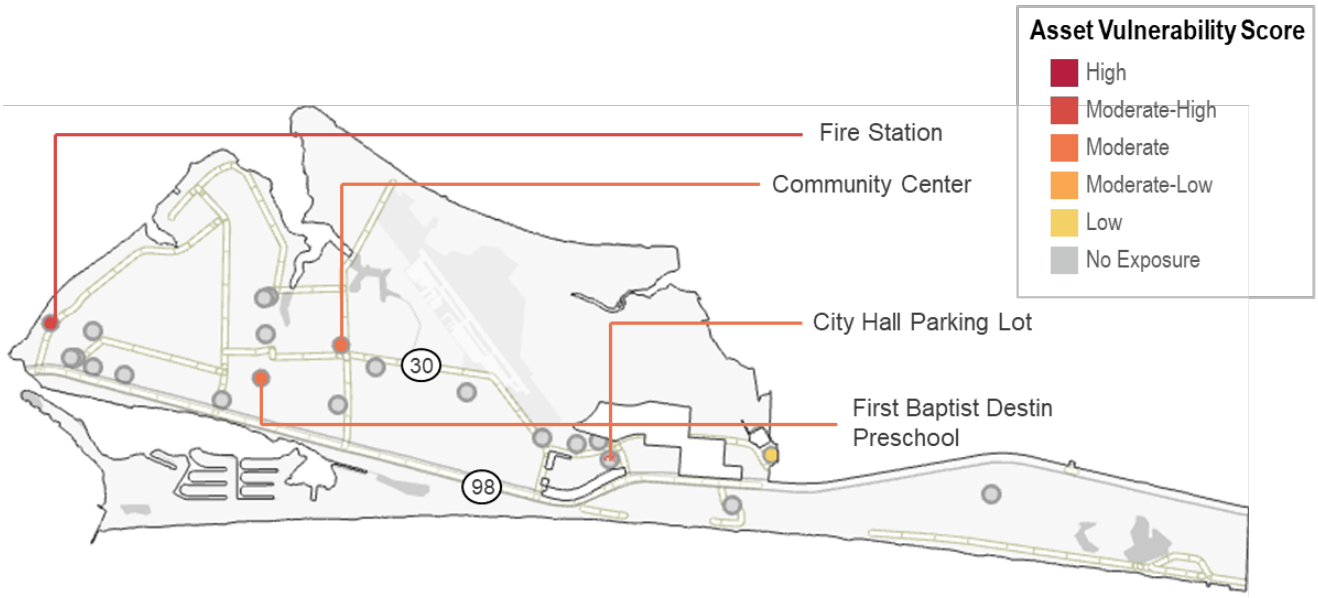



Figure 8. Map of community and emergency facilities asset vulnerability. Scores based on relative depth of flooding during a 2040 1% AEP compound flooding event with select assets labeled.

Community and emergency facility asset vulnerability for compound flooding during a 2040 1% AEP storm event is shown in Figure 8. Compound flooding represents a snapshot of impacts on assets from both coastal and rainfall-driven flooding. Fire Station #19 has the highest rate of exposure among community and emergency assets, with up to 5 ft of flooding during a 1% AEP major storm event, with the flood impacts primarily driven by coastal storm surge flooding. The First Baptist Destin Preschool and the American Legion Post 296 community center both are exposed to flood depths of around 2 ft driven by rainfall during a 1% major storm event, with the Aquatic Center at the YMCA in the City of Destin

exposed to relatively low rainfall-driven flood depths.

## Critical Infrastructure

Critical infrastructure includes assets related to communications, energy, traffic navigation, waste management, and water management. These non-building infrastructure networks support all facets of daily life and are considered essential to the smooth functioning and safety of communities. Across the City of Destin, 116 point-based and 6 linear-based critical infrastructure assets were mapped and used in this analysis.

Table 12 shows the extent to which each asset type is exposed to tidal flooding and Table 13 shows exposure to flooding across all 1% AEP event scenarios.

Table 12. Tidal flood asset risk level summary for critical infrastructure assets across time horizons. As point assets, metrics are count and percent of total assets exposed to the MHHW + 2 ft threshold.

| Asset Type | Tidal (MHHW + 2 ft) | | | | | |
|---|---|---|---|---|---|---|
| | Current | | 2040 | | 2070 | |
| **Point Assets** (count exposed, percent exposed) | | | | | | |
| Communication Facility | 0 | 0% | 1 | 1% | 6 | 8% |
| Stormwater Treatment Facility and Pump Station | 1 | 33% | 2 | 67% | 3 | 100% |

Table 13. Storm surge, rainfall, and compound flood asset risk level summary for critical infrastructure assets during a 1% AEP event across time horizons. For point assets, metrics are count and percent of total assets flooded. For linear assets, metrics are total length in miles and percent of total length flooded above 6 inches.

| Asset Type | Storm Surge | | | | Rainfall | | | | | | Compound | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 2040 | | 2070 | | Current | | 2040 | | 2070 | | Current | | 2040 | | 2070 | |
| **Point Assets** (count exposed, percent exposed) | | | | | | | | | | | | | | | | |
| Communication Facility | 16 | 21% | 21 | 27% | 29 | 38% | 30 | 39% | 33 | 43% | 36 | 47% | 38 | 49% | 45 | 58% |
| Drinking Water Facility | 0 | 0% | 0 | 0% | 4 | 50% | 4 | 50% | 5 | 63% | 4 | 50% | 4 | 50% | 5 | 63% |
| Major Traffic Signal Box | 0 | 0% | 1 | 5% | 9 | 45% | 12 | 60% | 13 | 65% | 9 | 45% | 12 | 60% | 13 | 65% |
| Military Installation | 0 | 0% | 1 | 100% | 0 | 0% | 0 | 0% | 0 | 0% | 0 | 0% | 1 | 100% | 1 | 100% |
| Stormwater Treatment | 3 | 100% | 3 | 100% | 3 | 100% | 3 | 100% | 3 | 100% | 3 | 100% | 3 | 100% | 3 | 100% |
| Wastewater Treatment | 0 | 0% | 0 | 0% | 2 | 67% | 2 | 67% | 2 | 67% | 2 | 67% | 2 | 67% | 2 | 67% |
| Water Utility Conveyance | 0 | 0% | 0 | 0% | 1 | 50% | 1 | 50% | 1 | 50% | 1 | 50% | 1 | 50% | 1 | 50% |
| **Line Assets** (miles exposed, percent exposed) | | | | | | | | | | | | | | | | |
| Electric Prod. an Supply | 0.23 | 2% | 0.53 | 5% | 3.34 | 34% | 3.65 | 37% | 3.84 | 39% | 3.92 | 40% | 3.92 | 40% | 4.29 | 44% |

As seen in Table 12, stormwater treatment facilities and pump stations are impacted by tidal flooding in all time horizons, with all 3 facilities in the City impacted by 2070.

Table 13 shows that in a 1% AEP major storm, the same 3 facilities are impacted in all scenarios by all flood types. While all stormwater treatment facilities and pump stations have impacts from all flood types, the majority of impacts come from coastal flooding, with the Destin Harbor Pump exposed to around 10 ft of flooding by 2070 in a 1% AEP storm surge event.

Communication Facilities are also impacted by tidal flooding in the 2040- and 2070-time horizon, with only one facility impacted in 2040 and up to 6 facilities impacted in 2070. These communication facilities are also impacted during a 1% AEP event by all three flood hazard types. While over 20% of communication facilities in the City of Destin are impacted by storm surge flooding in 2040 and 2070, rainfall-driven flooding impacts close to 40% of communication facilities in all time horizons, including current conditions. That being said, the flood depths these communication facilities are exposed to are, for the most part, higher from coastal flooding than rainfall-driven flooding.

Drinking water facilities, wastewater treatment facilities and lift stations, and water utility conveyance systems are solely impacted by rainfall-driven flooding, while military installations are solely impacted by coastal storm surge flooding in a 1% AEP event.

All major electricity supply power lines have some level of flood exposure across all events. Around a third of the length of all major electric power lines is exposed to at least 6 inches of flooding during all assessed rainfall-driven and compound flood scenarios, while only around 5% of the length is exposed in coastal storm surge scenarios. Their relative susceptibility to floodwaters may vary based on asset design and construction. Shoreline breakwaters were also assessed but not included in the below summary table since, as water-based assets, they are not considered directly sensitive to flood hazards.

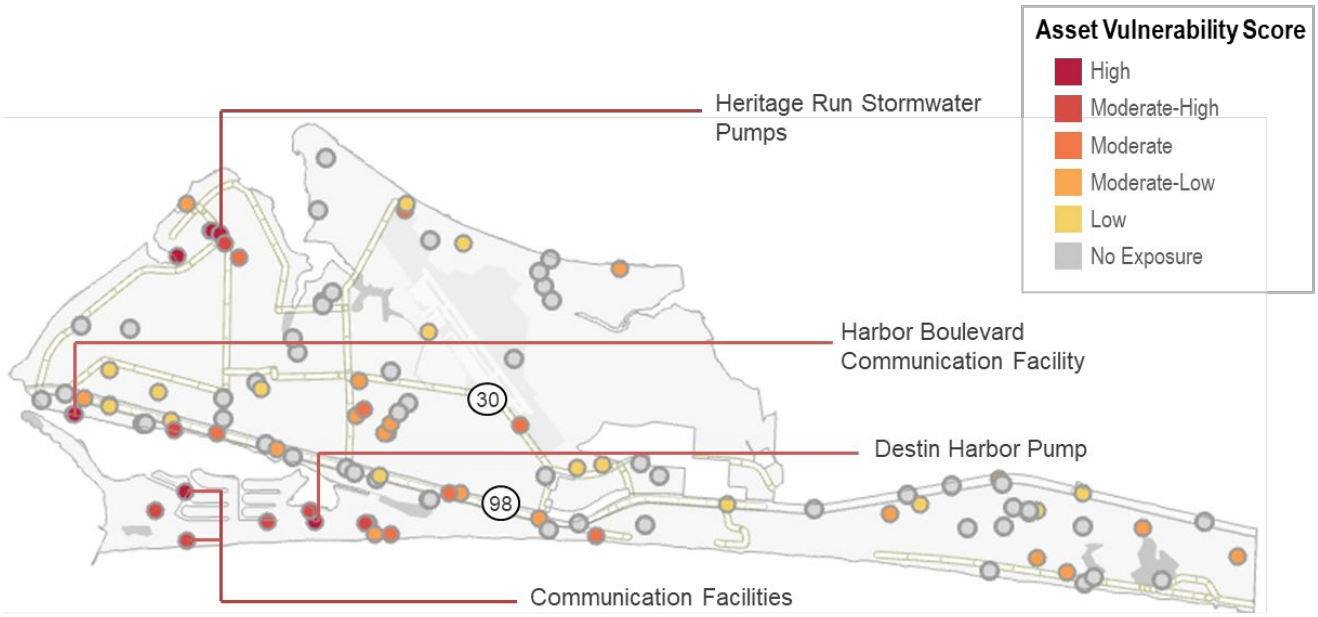



Figure 9. Map of critical infrastructure point-based asset vulnerability. Scores based on relative depth of flooding during a 2040 1% AEP compound flooding event with select assets labeled.

Critical infrastructure asset vulnerability for compound flooding during a 2040 1% AEP storm event is shown in Figure 9. The Destin Harbor Pump is exposed to the highest flood depth, with around 11 ft of

flooding in a 1% AEP event, primarily driven by coastal storm surge flooding. The Heritage Run Stormwater Pumps are other stormwater facilities with high exposure to flooding, with up to around 9 ft of flooding in a compound flood event primarily driven by coastal storm surge flooding. Communication facilities also have high exposure with flood depths up to 8 ft for select communication facilities primarily driven by coastal flooding.

## Natural, Cultural, and Historical Resources

Natural, cultural, and historical assets include assets related to recreation, community gathering, and historic preservation. Many natural areas are designed to absorb or redirect floodwaters, but historical and cultural assets may be particularly vulnerable to flood-related damage. Across the City of Destin, 38 area-based polygon assets are considered natural, cultural, and historical assets—36 are parks and 2 are natural dunes. Additionally, 5 point-based assets fall into this category, 3 of which are designated historical assets and 2 of which are cemeteries. Surface water and wetland polygons are also included in this asset class; however, they are not included in these summaries since, as water-based assets, they are not considered directly sensitive to flood hazards.

Table 14 shows the extent to which each asset type is exposed to tidal flooding and Table 15 shows exposure to flooding across all 1% AEP event scenarios.

Table 14. Tidal flood asset risk level summary for natural, cultural, and historical area-based assets across time horizons. As area assets, metrics are total area in acres and percent of total area flooded above 6 inches.

| Asset Type | Tidal (MHHW + 2 ft) | | | | | |
|---|---|---|---|---|---|---|
| | Current | | 2040 | | 2070 | |
| **Area Assets** (acres exposed, percent exposed) | | | | | | |
| Park | 16.3 | 14% | 20.0 | 17% | 28.2 | 24% |

Table 15. Storm surge, rainfall, compound flood asset risk level summary for natural, cultural, and historical point-based assets during a 1% AEP event across time horizons. For point assets, metrics are count and percent of total assets flooded. For area assets, metrics are total area in acres and percent of total area flooded above 6 inches.

| Asset Type | Storm Surge | | | | Rainfall | | | | | | Compound | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 2040 | | 2070 | | Current | | 2040 | | 2070 | | Current | | 2040 | | 2070 | |
| **Point Assets** (count exposed, percent exposed) | | | | | | | | | | | | | | | | |
| Historical and Cultural | 1 | 33% | 1 | 33% | 0 | 0% | 0 | 0% | 0 | 0% | 1 | 33% | 1 | 33% | 1 | 33% |
| Cemetery | 1 | 50% | 1 | 50% | 1 | 50% | 1 | 50% | 1 | 50% | 1 | 50% | 1 | 50% | 1 | 50% |
| **Area Assets** (acres exposed, percent exposed) | | | | | | | | | | | | | | | | |
| Park | 40.8 | 35% | 46.1 | 40% | 39.6 | 34% | 44.1 | 38% | 50.2 | 43% | 56.5 | 49% | 66.4 | 57% | 70.6 | 61% |
| Natural Dune | 8.9 | 12% | 20.9 | 29% | 10.0 | 14% | 10.4 | 15% | 10.6 | 15% | 11.6 | 16% | 14.8 | 21% | 20.6 | 29% |
| Wetland | 0.0 | 0% | 0.0 | 0% | 0.9 | 100% | 0.9 | 100% | 0.9 | 100% | 0.9 | 100% | 0.9 | 100% | 0.9 | 100% |

Parks are the only asset type impacted by tidal flooding, with close to a quarter of the area of parks in the City exposed by 2070. That being said, parks are often designed to absorb floodwaters and are not as sensitive as other asset types may be. Parks are also impacted by storm surge, rainfall, and compound flooding in the 1% AEP major storm event in all assessed time horizons, with up to around 60% of all park area exposed to flooding in a compound 1% AEP flood event by 2070.

Natural infrastructure such as dunes and wetlands also show flood exposure but likely have natural resilience to infrequent flooding that limits their overall vulnerability. Dunes are impacted by storm surge, rainfall, and compound flooding in a 1% AEP flood event, with up to around 30% of all natural dunes exposed by 2070. All of the wetland area in the City is exposed to rainfall and compound flood events during a 1% AEP major storm event, but this is considered a healthy beneficial function as they naturally function to store rainwater and reduce flooding in adjacent areas.

One historical structure is exposed to both storm surge and compound flooding during a 1% AEP event but has no impacts from rainfall-driven flooding. The Destin Memorial Cemetery impacted is exposed to flooding from all sources during a 1% AEP event.

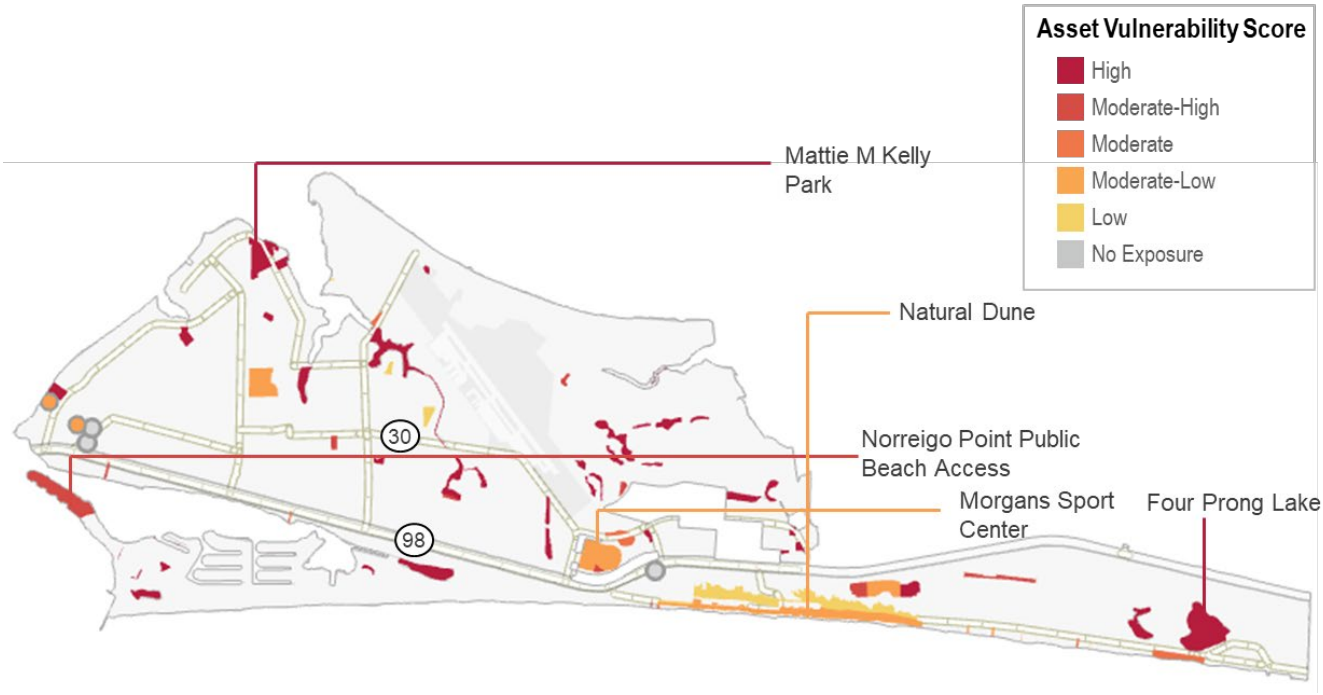



Figure 10. Map of natural, cultural, and historical asset vulnerability. Scores are based on the relative depth of flooding during a 2040 1% AEP compound flooding event, with select assets labeled.

Natural, Cultural, and Historical asset vulnerability for compound flooding during a 2040 1% AEP event is shown in Figure 10. Mattie M Kelly Park is 100% flooded in all compound and coastal storm surge flood scenarios during a 1% AEP major storm event, with all 11.5 acres of area exposed to flooding. Norreigo Point Public Beach Access also has high exposure to flooding, with up to 17 acres (87% of the total area) exposed to flooding from storm surge impacts. The Destin Memorial Cemetery Phase II is the point-based asset with the highest rate of exposure in the City, with up to around 3 ft of flooding during a 1% AEP major storm event. In 2040, these impacts to the cemetery come mostly from rainfall-driven flooding, but by 2070, the majority of flood impacts to the cemetery come from coastal storm surge.

## Transportation Assets

Transportation assets include major roads, bridges, airports, and water access (such as boat ramps). These assets support the movement of goods and services and are intertwined with the delivery of other critical community and emergency response services.

Across the City of Destin, there are 35 linear transportation assets assessed (33 major roadways and 2

bridges), 20 point-based assets (16 airport points, 2 boat ramps, and 2 bridges), and one area-based asset (the airport). Roads and other surface-based assets are sensitive to water, as flooding and pooling can disrupt vehicle movement and service provision. However, bridges and boat ramps are usually designed to interact with water and are less sensitive to flooding. Note that while key assets were field verified during data collection efforts, the exact elevations (traditional survey grade) for all assets were largely not available; therefore, flood exposure depths calculated assume that the asset height is at ground level and is likely over-estimated for these asset types.

Table 16 shows the extent to which each asset type is exposed to tidal flooding and Table 17 shows exposure to flooding across all 1% AEP event scenarios.

Table 16. Tidal flood asset risk level summary for transportation assets across time horizons. As area assets, metrics are total area in acres and percent of total area flooded above 6 inches.

| Asset Type | Tidal (MHHW + 2 ft) | | | | | |
|---|---|---|---|---|---|---|
| | Current | | 2040 | | 2070 | |
| **Point Assets** (count exposed, percent exposed) | | | | | | |
| Bridge | 1 | 50% | 2 | 100% | 2 | 100% |
| Boat Ramp | 1 | 50% | 2 | 100% | 2 | 100% |
| **Line Assets** (miles exposed, percent exposed) | | | | | | |
| Major Roadway | 0 | 0% | 0 | 0% | 0.8 | 3% |
| Bridge | 0.1 | 5% | 0.1 | 5% | 0.1 | 6% |

Table 17. Storm surge, rainfall, compound flood asset risk level summary for transportation assets during a 1% AEP event across time horizons. For point assets, metrics are count and percent of total assets flooded. For area assets, metrics are total area in acres and percent of total area flooded above 6 inches. For linear assets, metrics are total length in miles and percent of total length flooded above 6 inches.

| Asset Type | Storm Surge | | | | Rainfall | | | | | | Compound | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 2040 | | 2070 | | Current | | 2040 | | 2070 | | Current | | 2040 | | 2070 | |
| **Point Assets** (count exposed, percent exposed) | | | | | | | | | | | | | | | | |
| Airport | 0 | 0% | 0 | 0% | 5 | 31% | 7 | 44% | 8 | 50% | 5 | 31% | 7 | 44% | 8 | 50% |
| Bridge | 2 | 100% | 2 | 100% | 1 | 50% | 2 | 100% | 2 | 100% | 2 | 100% | 2 | 100% | 2 | 100% |
| Boat Ramp | 2 | 100% | 2 | 100% | 2 | 100% | 2 | 100% | 2 | 100% | 2 | 100% | 2 | 100% | 2 | 100% |
| **Area Assets** (acres exposed, percent exposed) | | | | | | | | | | | | | | | | |
| Airport | 0 | 0% | 0 | 0% | 55.3 | 27% | 61.2 | 30% | 64.8 | 32% | 55.3 | 27% | 76.6 | 38% | 80.3 | 40% |
| **Line Assets** (miles exposed, percent exposed) | | | | | | | | | | | | | | | | |
| Major Roadway | 3.9 | 16% | 5 | 21% | 5 | 21% | 5.6 | 24% | 6.5 | 28% | 8.8 | 37% | 8.8 | 37% | 9.7 | 41% |
| Bridge | 0.1 | 6% | 0.1 | 7% | 0.1 | 5% | 0.1 | 5% | 0.1 | 5% | 0.1 | 6% | 0.1 | 6% | 0.1 | 6% |

The airport assets in the City of Destin are exposed to rainfall and compound flooding but have no exposure to coastal flooding from tidal or storm surge flooding. The bridges and boat ramps in the City are exposed in most flood scenarios, however, as mentioned above, bridges and boat ramps are less sensitive to flooding as they are usually designed to interact with water.

No major roadway is projected to be exposed to tidal flooding until 2070 when close to a mile is exposed. Major roadways are exposed under all 1% AEP flood scenarios, with the slight majority of flood exposure coming from rainfall-driven flooding, which, in turn, is a greater contributor than coastal storm surge

flooding to the miles exposed due to compound flooding.

Figure 11. Map of transportation infrastructure asset vulnerability. Scores based on relative depth of flooding during a 2040 1% AEP compound flooding event with select assets labeled. Major roadways were evaluated and displayed using segments of 1,000 ft or less.

Transportation asset vulnerability for compound flooding during a 2040 1% AEP storm event is shown in Figure 11. The roadways with the highest vulnerability to all flood scenarios in the City are listed below.

1. **Gulf Shore Drive** – Up to around 2 miles of the 2.1-mile-long roadway is exposed to coastal surge flooding, while up to around a mile is exposed to rainfall-driven flooding.
2. **US Highway 98** – Up to around 1.2 miles of the 4.5-mile-long highway is exposed to rainfall-driven flooding with almost no impacts from coastal storm surge flooding.
3. **Calhoun Avenue** – Up to 1.1 miles of the 1.7-mile-long roadway are exposed to coastal storm surge flooding, while up to 0.3 miles are exposed to rainfall-driven flooding.
4. **Benning Drive** – Up to around 0.4 miles of the 1.4-mile-long roadway is exposed to coastal storm surge flooding, while up to around 0.3 miles are exposed to rainfall-driven flooding.
5. **Habor Boulevard** – Up to around 0.5 miles of the 1.1-mile-long roadway is exposed to rainfall-driven flooding with no impacts to the roadway from coastal flooding.
6. **Beach Drive** – Up to around 0.3 miles of the 0.9-mile-long roadway is exposed to both coastal storm surge and rainfall-driven flooding.
7. **Azalea Drive** – Up to around 0.4 miles of the 0.7-mile-long roadway is exposed to rainfall-driven flooding with no impacts to the roadway from coastal flooding.

# Focus Areas

Areas with notably high flood impacts or clusters of vulnerable critical assets were identified as focus areas. The development of focus areas allows the city to target flood risk mitigation actions in locations that are particularly important to the community and most likely to generate a high return on investment for reducing flooding impacts.

The process of identifying focus areas started with the very first public meeting, where residents were asked to help articulate their vision for resilience and identify assets of importance. This information was then built on with the sensitivity analysis, where impacts to assets were mapped and quantified. This data was then presented back to the public in a second public meeting, where community members provided additional information about potentially affected entities and gave feedback regarding priority areas and concerns. Finally, a workshop with city staff took into consideration community input, data-driven insights, and ongoing planning initiatives to identify focus areas presented here. The integration of technical analysis and community feedback ensures that focus areas reflect the perspectives and values of the people who live and work in these areas.

Ten focus areas were selected through this process and are shown in Figure 12. They fell into two different categories: some consisted of polygons encompassing critical assets, and others were assets located within right-of-way areas owned by the city being considered for roadway construction. These areas will be prioritized for adaptation strategies based on their unique vulnerabilities, community priorities, and importance.

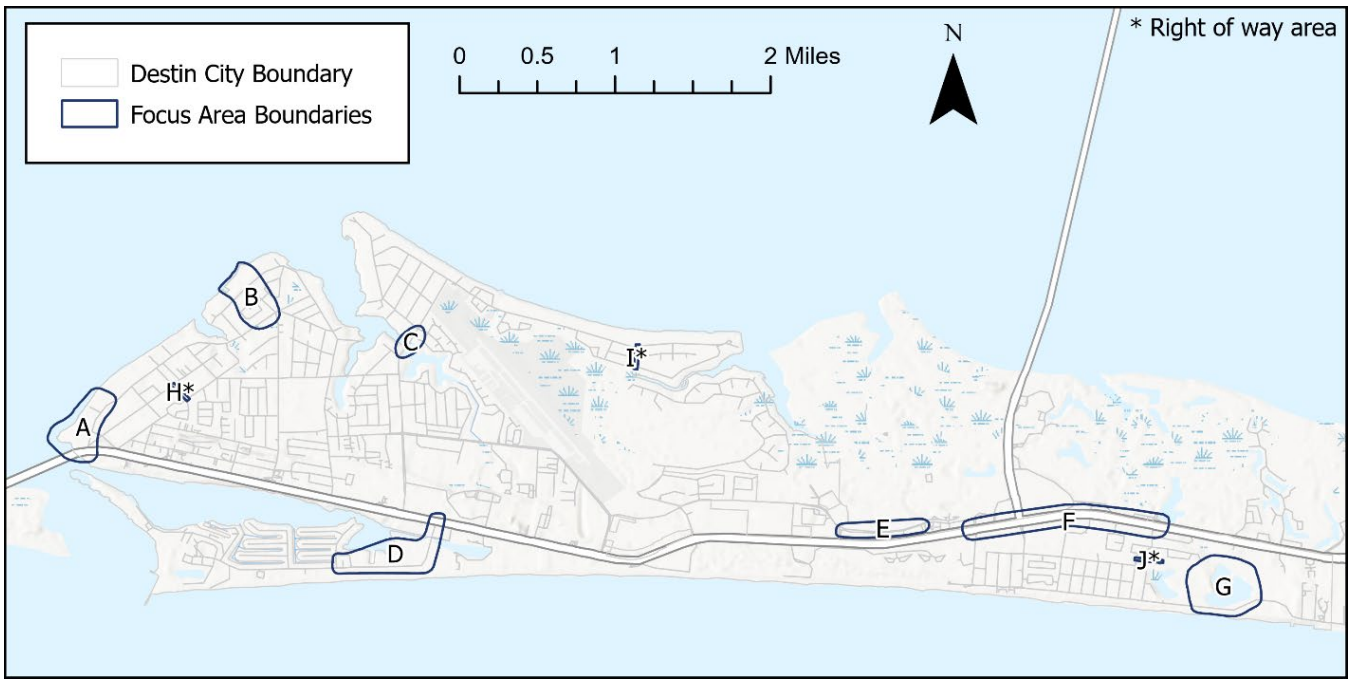
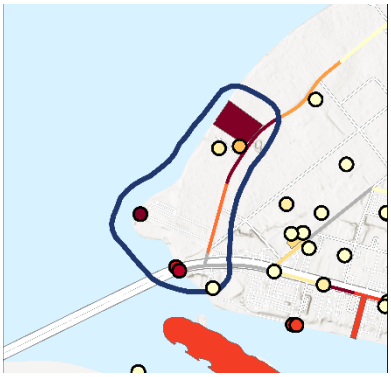
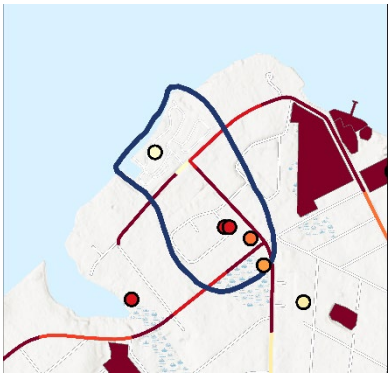



Figure 12. Overview map of the City of Destin Focus Area boundaries.

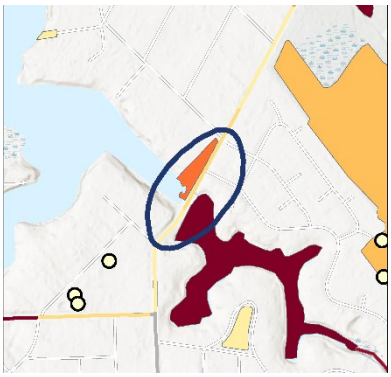
A profile was developed for each focus area that included relevant maps and statistics, along with a description of what the area is vulnerable to flooding and why it was chosen as a prioritized area for action. The focus areas are summarized below. The Focus Areas Technical Memorandum provides more detail about each, including larger and more detailed mapping.



**Focus Area A** is located along the shoreline on the west side of Destin, containing an area between the Miracle Strip Parkway Bridge and Clement E Taylor Park. Exposed include the Miracle Strip Parkway / Emerald Coast Parkway bridge, the East Pass Bridge Breakwater, Destin Fire Station #19, the Destin Harbor, Clement E. Taylor Park, one historical asset, a section of Miracle Strip Parkway / Emerald Coast Parkway, and approximately 2,000 ft of roadway along Calhoun Avenue. This location was indicated as a focus area by the city due to continuous erosion and shoaling caused by heavy boat traffic through the area.

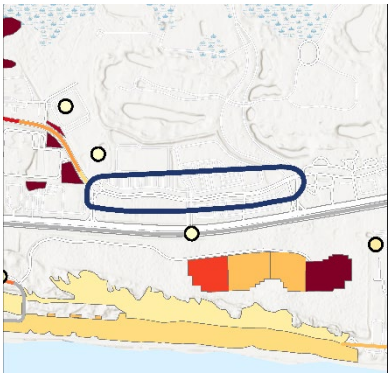


**Focus Area B** is in northwest Destin, containing the Heritage Run neighborhood and the Fort Benning Recreational area. Exposed assets include the Heritage Run stormwater pumps, Fort Benning Recreational Area, communications infrastructure on Siebert Avenue and Benning Drive, and a significant section of roadway on both Calhoun Avenue and Benning Drive. This area experiences chronic flooding during rainfall events, and critical stormwater pumps serving Heritage Run on Vintage Circle were identified as a high priority for mitigation.

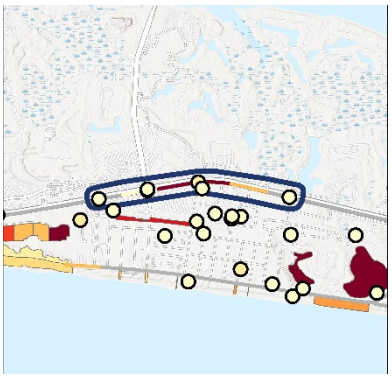


**Focus Area C** is located at the Main Street crossing of Joe's Bayou. This road serves as an access point for over 500 residents in the area. Assets exposed in this area include Main Street Park and the entirety of the Main Street crossing over Joe's Bayou. This bridge was overtopped by water from Joe's Bayou during Hurricane Sally, restricting evacuation options for residents. This area was identified as a focus area due to its high traffic volume and exposure during analysis.

**Focus Area D** is in the Holiday Isle area of Destin along Gulf Shore Drive. Exposed assets include the Destin Harbor stormwater pump, three communications assets, and one major traffic signal on Gulf Shore Drive. This location was identified as a focus area due to chronic flooding issues and the high assessed vulnerability of the Destin Harbor Pump and Gulf Shore Drive.



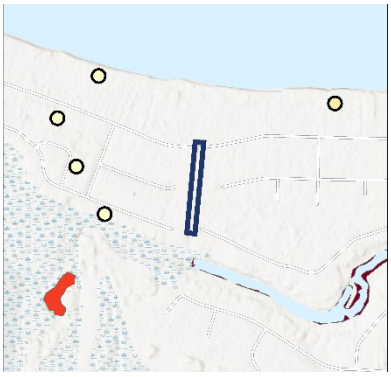
**Focus Area E** is located just north of Emerald Coast Parkway along Commons Drive West, spanning the area between the Home Depot roundabout and Kelly Plantation Drive. Exposure data for this section of Commons Drive West was not included in the vulnerability assessment, as this area is outside of the city limits. However, adjacent sections of Commons Drive West were identified as moderately exposed during the analysis, and this area is known to have chronic flooding issues.



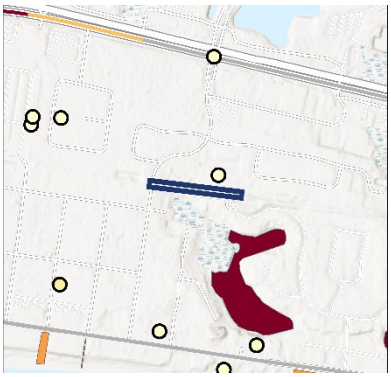
**Focus Area F** contains a .75-mile section of Emerald Coast Parkway between Matthew Boulevard and Regatta Bay Boulevard. Exposed assets include three major traffic signals along Emerald Coast Parkway at the intersections of Danny Wuerffel Way, Regatta Bay Boulevard, and Legendary Drive. This section of Emerald Coast Parkway was identified as highly exposed. This location was included as a focus area due to flooding that occurs on the roadway.

**Focus Area G** is located in southeast Destin and encompasses Four Prong Lake, the surrounding residences, and a section of SH-98. Exposed assets include a communications facility and two sets of electrical transmission lines. This location was selected as a focus area due to chronic flooding issues affecting the residents near Four Prong Lake and flooding, which threatens SH-98. An improvement plan has been drafted for this area, which is included in the Capital Improvement Plan and the Stormwater Master Plan.

**Focus Area H** is a right-of-way area on Pine Street between Sibert Avenue and Stahlman Avenue. Half of Pine Street has an existing improved surface on the side connecting to Stahlman Avenue, but the side connecting to Sibert Avenue is unfinished. Completing this roadway would provide an additional completed crossing point between Sibert Avenue and Stahlman Avenue, both of which are major thoroughfares providing access to Emerald Coast Parkway. There are no exposed assets in this area, but installing this roadway would provide an additional route for traffic to move between major roads in the event of an evacuation.



**Focus Area I** is a right-of-way area connecting Indian Trail and Indian Bayou North. There are no exposed assets included in this area, but there is an unimproved service road that does not fully connect in the center. Completing this roadway would provide an additional route for residents along the Indian Tail / Indian Bayou North loop, increasing evacuation options for residents living east of this location.



**Focus Area J** is a right-of-way area connecting Regatta Bay Boulevard and Paradise Isle. There are no exposed assets included in this area, but there is an unimproved service road off Regatta Bay Boulevard that does not connect to Paradise Isle. Completing this roadway would provide valuable, more direct access to SH-98 for a significant number of residents in the vicinity, allowing them to bypass the use of SH-98 to the south.

These focus areas will serve as the foundation for implementing tailored adaptation strategies. By directing efforts to these initial locations, communities can demonstrate early success, build capacity, and create scalable models for broader adaptation initiatives. This focused, stepwise approach allows communities to address their most pressing vulnerabilities while laying the groundwork for long-term resilience.

Additionally, focus areas should be regularly revisited and adjusted based on updated hazard assessments, demographic shifts, and feedback from the community. This iterative approach ensures that focus areas remain relevant, equitable, and aligned with evolving conditions and priorities.

Actions focused on these identified areas should be part of a holistic approach to flood resilience, which may include large-scale flood protection investments as well as programmatic and policy-based interventions.

# Path Forward

Within the framework of the Resilient Florida Grant program, Adaptation planning is noted as the subsequent step after the Vulnerability Assessment is complete to assess adaptive capacity and develop strategies (e.g., policies and projects) that mitigate vulnerable assets identified within the county.

Based on the results of this study, additional hazard mitigation projects will be identified for state and federal funding programs. With project conceptualization commencing during Adaptation Planning, the county is better situated to progress new and existing critical infrastructure improvement projects, apply for funding programs by showing documented need, and be prepared for future climate conditions.

**ITEM # 2025-576**

**CITY OF DESTIN**

# AGENDA ITEM

**COUNCIL MEETING DATE:** May 19, 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:** Jeffrey Cozadd, Projects, Grants and Contracts Manager
Lisa Firth, Parks & Rec Director
Krystal Strickland, Finance Director

**DATE:** 5/12/2025

**SUBJECT:** RFB 25-02-REC Annex Pickleball Contract with BGN Contractors

**I. BACKGROUND:** On April 5, 2025 Council selected BGN Contractors for the RFB 25-02-REC Annex Pickleball. Staff were instructed to negotiate a contract with BGN.

**II. DISCUSSION:** The Construction Contract for RFB 25-02-REC has been reviewed and approved by the City Attorney and BGN Contractors.

The total contract is $686,070.90, which includes $41,450 of alternate items. The alternate items are stone gravel, grading, and two 8 foot benches with canopies. City staff recommend including all the alternate items from the bid in the contract with BGN, as there will be enough funds to include all items in the base bid and alternate bid items. The city has $375k in general fund adopted budget for this project and $50k in FRDAP grant funding from the FDEP. The County TDC staff has approved the City to use $300,000 in TDC funding towards this project. The TDC board and BOCC board still need to approve this action. The TDC board will have this on their May 2025 agenda and the BOCC board will have the item on their June 2nd agenda.

Staff recommend approving the contract and issuing a limited notice to proceed using the funds already in the FY25 budget. After the TDC funds are approved by the County, City staff can create a budget amendment and add those funds to the FY25 budget. When the funds are added to the FY25 budget the city can issue another notice to proceed for the remaining items in the contract with BGN.

**A. Link to Strategic Goals / Objectives:**

**B. Effect on Budget (EOB):** The total cost of work performed under this LNTP shall not

exceed $326,045.96 and shall be billed from Grading and Site Improvements Sections (not including the pre-fabricated bathroom building) in the Schedule of Values, which is Exhibit C in the Contract.

The FRDAP grant of $50,000 is a matching grant with the final 10% to be paid upon completion of the pickleball courts. This equates to 7% of the total BGN contract of $686,070.90. The LNTP and the full NTP will be issued with 7% of the total paid by the FRDAP grant.

| MUNIS | 30558500-565000-RC127 GF-CIP-Pickleball | 30557202-565000-RC127 FRDAP-CIP-Pickleball | | |
|---|---|---|---|---|
| ACLARIAN | 001.5726.565000 Proj 100038 | 305.5726.565000 Grant 500015 | 305.5726.565000 TDC Grant# TBD | TOTAL |
| Adopted Budget | $375,000 | | | $375,000 |
| +Budget Amendments | | $50,000 | June 2025 | +50,000 |
| | $17,644 | | | <17,644> |
| Available Budget | $375,356 | $50,000 | | $407,356 |
| | <303,223> | <22,823> | | <326,046> |
| Remaining Budget | $54,133 | $27,177 | | $81,310 |

PO Line1: LNTP Grading and Site Improvements (exclude pre-fab bldg)
001.5726.565000 proj 100038 93%
305.5726.565000 grant 500015 7%

PO Line2: To be entered upon adoption of TDC award

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

**D. Legislative Sponsor:**

**E. Business Impact Statement:**

**III. CONCLUSION:** Staff recommend approval of the contract, including alternate bid items.

**IV. RECOMMENDED MOTION:** I move to approve the construction contract with BGN contractors for RFB 25-02-REC, including all alternate bid items, and to issue a limited notice to proceed.

Attachments:

1. RFB 25-02-REC Annex Pickleball Project
2. RFB No. 25-02 BGN Contractors
3. Destin Pickleball Courts Contract - BGN
4. P&P Bonds - BGN

5. COI - BGN
6. Limited Notice to Proceed BGN

**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

Larry Jones, City Manager
Phone (850) 837-4242
Facsimile (850) 837-3267
4200 Indian Bayou Trail
Destin, Florida 32541

## 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

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## 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's 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

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.

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

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.

### 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

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.

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

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.

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.

## 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.

## 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

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.

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** |
| | |

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

- 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

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.

### 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:

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.**

<u>The successful responsive bidder shall:</u>

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.

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:

| | | Revenue Index Number |
|---|---|---|
| a. | Government Related Work | |
| b. | Non-Governmental Related Work | |
| | ***Total Work (a +b):*** | |

**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 inquires?

_____

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.)

_____ Date: _____

(Signature)

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


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 Feet; 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


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 | $ | $ |
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| 2.9 | SY | 2240 | Finish Grading | $ | $ |
| 2.10 | SF | 229 | Striping & Signage | $ | $ |
| 2.11 | LS | 1 | Maintenance of Traffic | $ | $ |
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| 3.1 | LF | 1160 | Silt Fence | $ | $ |
| 3.2 | SY | 1350 | Sod | $ | $ |
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| 4.2 | EA | 1 | Tapping Sleeve & Valve | $ | $ |
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| 4.5 | LF | 638 | 2" Forcemain | $ | $ |
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| 4.7 | LF | 35 | Directional bore | $ | $ |
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| 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.

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|---|---|---|---|---|---|
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| 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:** | | $ |

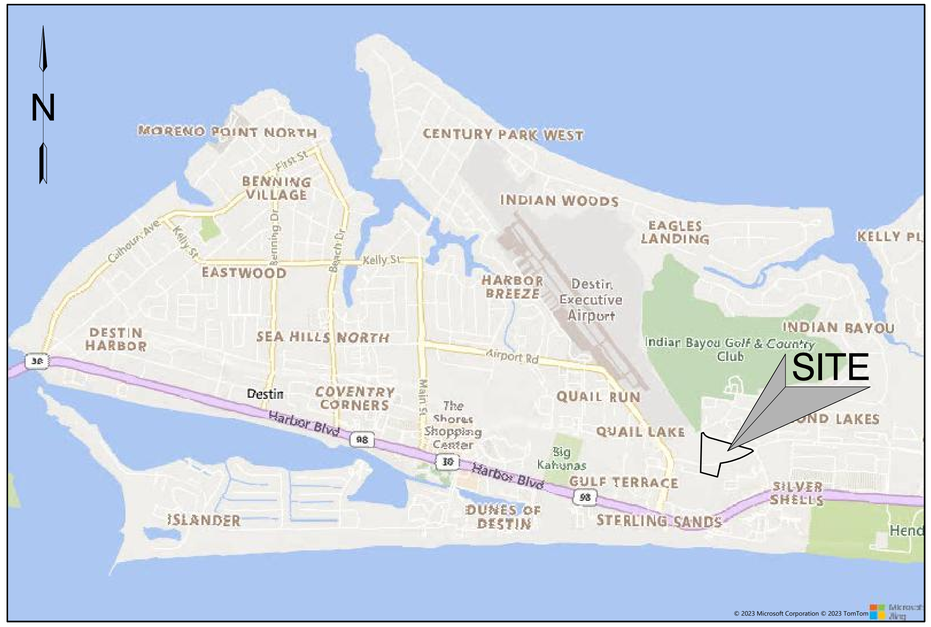
**NOTE 1: ALL ITEMS QUOTED MUST BE IN COMPLIANCE WITH THE SPECIFICATIONS. IF YOU ARE TAKING EXCEPTION, INDICATE THOSE EXCEPTIONS ON COMPANY LETTERHEAD AND ATTACH TO THIS INVITATION TO BID.**

**NOTE 2:** CY = Cubic Yard; EA = Each; LF = Linear Feet; LS = Lump Sum; SY = Square Yard

**RE-CHECK YOUR QUOTATIONS PRIOR TO SUBMISSION**
**BIDS MAY NOT BE CHANGED AFTER BEING OPENED.**

FOR PERMITTING ONLY - NOT FOR CONSTRUCTION

# CITY OF DESTIN PICKLEBALL COURTS
## DESTIN, FLORIDA
### 100% PLAN SET




## VICINITY MAP
NOT TO SCALE

## UTILITY PROVIDERS

| (WATER/SEWER) | (TELEPHONE) | (ELECTRIC) | (GAS) |
|---|---|---|---|
| DESTIN WATER USERS | CENTURYLINK | FLORIDA POWER & LIGHT | OKALOOSA GAS DISTRICT |
| 218 MAIN STREET | 411 MARY ESTHER CUTOFF | 140 HOLLYWOOD BLVD SW | 20 HUGHES STREET NE |
| DESTIN, FL 32541 | FT. WALTON BEACH, FL 32548 | FT. WALTON BEACH, FL 32548 | FT. WALTON BEACH, FL 32548 |
| (850) 837-4930 | (850) 244-1150 | (800) 225-5797 | (850) 729-4700 |

## CLIENT INFORMATION
CITY OF DESTIN
POC: RYAN SCOTT, P.E. - CITY ENGINEER
DESTIN CITY HALL ANNEX
4100 INDIAN BAYOU TRAIL
DESTIN, FL 32541
PHONE: (850) 654-1119
EMAIL: RSCOTT@CITYOFDESTIN.COM

## NOTE
USE LATEST CITY OF DESTIN AND/OR F.D.O.T. TECHNICAL SPECIFICATIONS AND DETAILS UNLESS OTHERWISE NOTED.

## 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
PARCEL I (AS RECORDED IN OR BK 2252 PG 3230)

A parcel of land in unsectionalized Township 2 South, Range 22 West, Okaloosa County, Florida described as commencing at the Southeast corner of Lot 4, Block 6, Silver Beach Subdivision, as recorded in Plat Book 1, Page 16 ½ of the Official Records; thence North 03°58'04" East along a projection of the East line of said Lot 4, a distance of 1277.03 feet to a point on the Northerly right of way line of State Road 30 (U.S. 98 bypass, R/W varies) and the Southerly right of way line of a 100 foot Gulf Power easement; thence North 86°02'36" West (North 86°02'07" West measured) along said Northerly and Southerly lines, a distance of 435.96 feet; thence North 83°19'06" West along said Northerly and Southerly lines, a distance of 176.83 feet; thence departing said Northerly right of way line and continuing along said Southerly line of Gulf Power easement North 83°19'06" West, 373.07 feet to a concrete monument #3724 on the Easterly right of way line of Two Trees Road (100' R/W); thence continue North 83°19'0611 West along said Southerly line, a distance of 407.82 feet to a concrete monument #3724 along the South line of Destin City Hall parcel; thence continuing along said South line of Destin City Hall parcel and power easement, North 77°53'4611 West, 947.63 feet (North 77°53'0211 West, 947.59 feet measured) to a concrete monument #3724 and the point of beginning; thence continuing along the last described course, 10.72 feet; thence continuing along said South line of Gulf Power easement, North 75°09'4711 West, 413.87 feet; thence departing said South line, North 01°17'2111 East, 953.11 feet to the Southerly right of way line of Indian Bayou Trail (100' **R/W);** thence North 67°29'3211 East along said Southerly line, a distance of 42.67 feet to the Southerly right of way line of Two Trees Road (80' R/W); thence Southeasterly along said right of way of Two Trees Road, 180.13 feet along the arc of a curve, concave Northeasterly, having a radius of 200.00 feet, a central angle of 51°36'1011 and a chord bearing South 48°24'5311 East, 174.10 feet; thence continuing along said right of way of Two Trees Road, South 74°13'0411 East, 433.23 feet; thence departing said right of way line, South 15°46'5611 West, 363.00 feet; thence South 74°13'0411 East, 300.00 feet; thence North 15°46'56" East 363.00 feet to said Southerly right of way line of Two Trees Road; thence South 74°13'04" East along said Southerly line, a distance of 312.37 feet; thence continuing along said right of way line, 93.41 feet along the arc of a curve, concave Southwesterly, having a radius of 149.08 feet, a central angle of 35°54'03", and a chord bearing South 56°14'5311 East, 91.89 feet to a concrete monument #3724 marking the Northerly line of Destin City Hall site, said line also being the Northerly right of way line of future extension of Comprehensive Plan Road (100' R/W); thence along said Northerly line, 398.06 feet along the arc of a curve, concave Northwesterly, having a radius of 1902.87 feet, a central angle of 11°59'02", and a chord bearing South 62°31 '39" West, 397.33 feet to a concrete monument #3724; thence continuing along said Northerly line, 454.76 feet along the arc of a curve, concave Northwesterly, having a radius of 1804.18 feet, a central angle of 14°26'31", and a chord bearing South 75°41'03" West, 453.56 feet to a concrete monument #3724, thence departing said Northerly line and continuing along the West line of said Destin City Hall Site, South 12°07'3711 West, 338.55 feet to the point of beginning, containing 12.99 acres, more or less, all in Okaloosa County, Florida.

PARCEL (AS RECORDED IN OR BK 2627 PG 1618)

A parcel of land in undivided Township 2 South, Range 22 West, Okaloosa County, Florida, described as commencing at the Southeast corner of Lot 4, Block 6, Silver Beach Subdivision, as recorded in Plat Book 1, Page 16 ½ of the Official Records; thence North 03°58'52" East, 1277.09 feet to the North right-of-way line of State Road 30 and the Southerly right-of-way line of a 100 foot wide Gulf Power Easement; thence North 86°02'07" West (reference bearing) along said North right-of-way line, 434.71 feet to a point of divergence of said right-of-way lines; thence North 83°18'37" West along said Southerly Gulf Power Easement right-of-way line, 657.81 feet to the West right-of-way line of Comprehensive Road a 100 foot right-of-way; thence North 13°56'03" West, 346.03 feet; to a point of curvature, thence 339.42 feet along the arc of a curve, concave southwesterly having a radius of 993.92 feet, a central angle of 19°33'58", and a chord bearing North 23°43'02" West, 337.77 feet; thence North 33°30'00" West, 245.99 feet to a point of curvature; thence I05.95 feet along the arc of a curve concave Southwesterly, having a radius of 149.08 feet, a central angle of 40°43'09", and a chord bearing North 53°51'32" West, 103.73 feet to a point of tangency; thence North 74°13'04" West, 312.54 feet to the point of beginning, thence South 15°46'56" West, 363.00 feet, then North 74°13'04" West, 300.00 feet, thence North 15°46'56" East, 363.00 feet to the South right-of-way line of Two Trees Road and 80 foot right-of-way, thence South 74°13'04" East, 300.00 feet to the point of beginning; all in undivided Township 2 South, Range 22 West, Okaloosa County, Florida.

Together with a non-exclusive easement for ingress and egress across the following described property:

A parcel of land in undivided Township 2 South, Range 22 West, Okaloosa County, Florida, described as commencing at the Southeast comer of Lot 4, Block 6, Silver Beach Subdivision, as recorded in Plat Book 1, Page 16 ½ of the official records; thence North 03°58'52" East, 1277.09 feet to the North right-of-way line of State Road 30 and the Southerly right-of-way line of a 100 foot wide Gulf Power easement; thence North 86°02'07" West (reference bearing) along said North right-of-way line, 434.71 feet to a point of divergence of said right-of-way lines; thence North 83°18'37" West to along said Southerly Gulf Power easement right-of-way line, 657.61 feet to the West right-of-way line of comprehensive road a 100 foot right-of-way; thence North 13°58'03" West, 346.03 feet; to a point of curvature, thence 339.42 feet along the arc of a curve, concave Southwesterly having a radius of993.92 feet, a central angle of 19°33'58", and a chord bearing North 23°43'02" West, 337.77 feet; thence North 33°30'00" West, 245.99 feet to a point of curvature; thence 105.95 feet along the arc of a curve concave Southwesterly, having a radius of 149.08 feet, a central angle of 40°43'09" and a chord bearing North 53°51'32" West, 103.73 feet to a point of tangency; thence North 74°13'04" West, 312.54 feet to the point of beginning, thence continuing along last described course North 74°13'04" West, 733.07 feet to a point of curvature; thence 180.08 feet along the arc of a curve, concave Northeasterly having a radius of 200.00 feet, a central angle of 51°35'17", and a chord bearing North 42°25'25" West, 174.05 feet to a point on the Southern right-of-way line of Indian Bayou Trail; thence North 67°29'32" East, 80.00 feet along the South right-of-way of Indian Bayou Trail (100' r/w) to a point of curvature; thence 107.88 feet along the arc of a curve concave Northeasterly having a radius of 120.00 feet, a central angle of 51°30'24" and a chord bearing South 45°27'51" East, 104.28 feet; thence South 74°13'04" East, 733.07 feet; thence South 15°46'56" West, 80.00 feet to the Point of Beginning; all in undivided Township 2 South, Range 22 West, Okaloosa County, Florida.

## SHEET INDEX



| # | TITLE |
|---|---|
| 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 |




JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450
JEICIVIL.COM


MICHAEL SCOTT JENKINS LICENSE No 58073 STATE OF FLORIDA PROFESSIONAL ENGINEER

M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

| 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 90% REVIEW | MSJ |
| 3 | 5/15/2024 | REVISIONS PER CITY 100% REVIEW | MPF |

CITY OF DESTIN

CITY OF DESTIN PICKLEBALL COURTS
DESTIN, FLORIDA

COVER SHEET

NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

JOB: 23-58
DATE: 10-2023
DESIGNED: MSJ
DRAWN: MPF

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01 OF 13

SHEET NUMBER
C01


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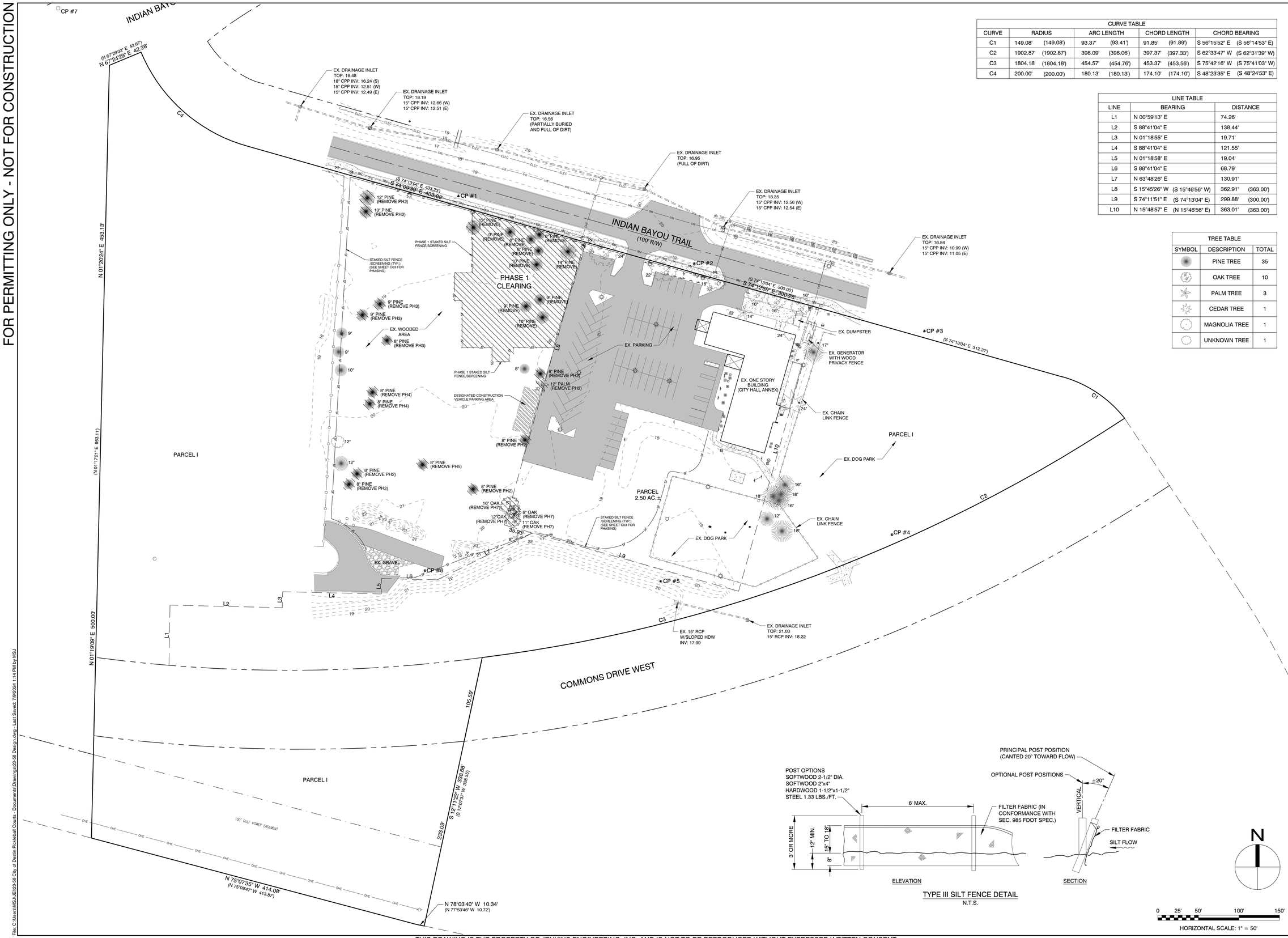
| CURVE TABLE | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| CURVE | RADIUS | | ARC LENGTH | | CHORD LENGTH | | CHORD BEARING | |
| C1 | 149.08' | (149.08') | 93.37' | (93.41') | 91.85' | (91.89') | S 56°15'52" E | (S 56°14'53" E) |
| C2 | 1902.87' | (1902.87') | 398.09' | (398.06') | 397.37' | (397.33') | S 62°33'47" W | (S 62°31'39" W) |
| C3 | 1804.18' | (1804.18') | 454.57' | (454.76') | 453.37' | (453.56') | S 75°42'16" W | (S 75°41'03" W) |
| C4 | 200.00' | (200.00') | 180.13' | (180.13') | 174.10' | (174.10') | 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°48'26" 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 |







TYPE III SILT FENCE DETAIL
N.T.S.

N

0 25' 50' 100' 150'
HORIZONTAL SCALE: 1" = 50'


JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
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MICHAEL SCOTT JENKINS
LICENSE
No 58073
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

| 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 90% REVIEW | MSJ |
| 3 | 5/15/2024 | REVISIONS PER CITY 100% REVIEW | MPF |

CITY OF DESTIN

CITY OF DESTIN PICKLEBALL COURTS
DESTIN, FLORIDA

EXISTING CONDITIONS
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## PHASING PLAN:

| | |
|---|---|
| PH1 | 4 PICKLEBALL COURTS , RESTRIPING, 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 | MULTI-USE |
| PH6 | MULTI-USE |
| PH7 | PARKING IMPROVEMENTS |

## MASTERPLAN SITE DATA TABLE

PARCEL ID: 00-2S-22-0000-0001-A13Q & 00-2S-22-0000-0001-A13A

LAND USE: VACANT & MUNICIPAL FACILITY(CURRENT)
INSTITUTIONAL (FUTURE)

FLOOD ZONE: X *

ZONING: INSTITUTIONAL (INST)

BUILDING SETBACKS:
REQUIRED: FRONT = NONE, SIDE = NONE, REAR =NONE
PROVIDED: FRONT = 59.1 FEET (N), SIDE = 156.5 FEET (W), 36.6 FEET(E), 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: 227,923 SQ.FT. OR 5.23 AC.

MAX. FLOOR AREA RATIO: 0.50

EXISTING BUILDING AREA (CITY HALL ANNEX) = 10,464 SQ.FT.

PROPOSED NEW BUILDING AREA (RESTROOM) = 160 SQ.FT.

TOTAL BUILDING AREA = 10,627 SQ.FT.

FLOOR AREA RATIO PROPOSED: 0.0047

TOTAL IMPERVIOUS AREA ALLOWED: 170,942.25 SQ.FT. OR 75%

TOTAL IMPERVIOUS AREA PROPOSED (PICKLEBALL FACILITY): 57,928 SQ.FT. OR 42.2%

EXISTING IMPERVIOUS AREA (CITY HALL ANNEX): 82,277.8 SQ.FT.

TOTAL SITE IMPERVIOUS PROPOSED: 140,205.8 SQ.FT. OR 61.5%

TOTAL OPEN SPACE PROVIDED: 87,717.2 SQ.FT. OR 39.5%

PARKING SPACES REQUIRED: 2 SPACES PER COURT (14 TOTAL COURTS) = 28 SPACES

PARKING SPACE REQUIRED (CITY HALL ANNEX): 1 SPACE / 300 SQ.FT. = 35 SPACES

PARKING SPACES REQUIRED (DOG PARK): 1 SPACE

TOTAL PARKING SPACES REQUIRED: 64 SPACES

PARKING SPACES PROVIDED: 117 (INCLUDES 6 HANDICAP SPACES)

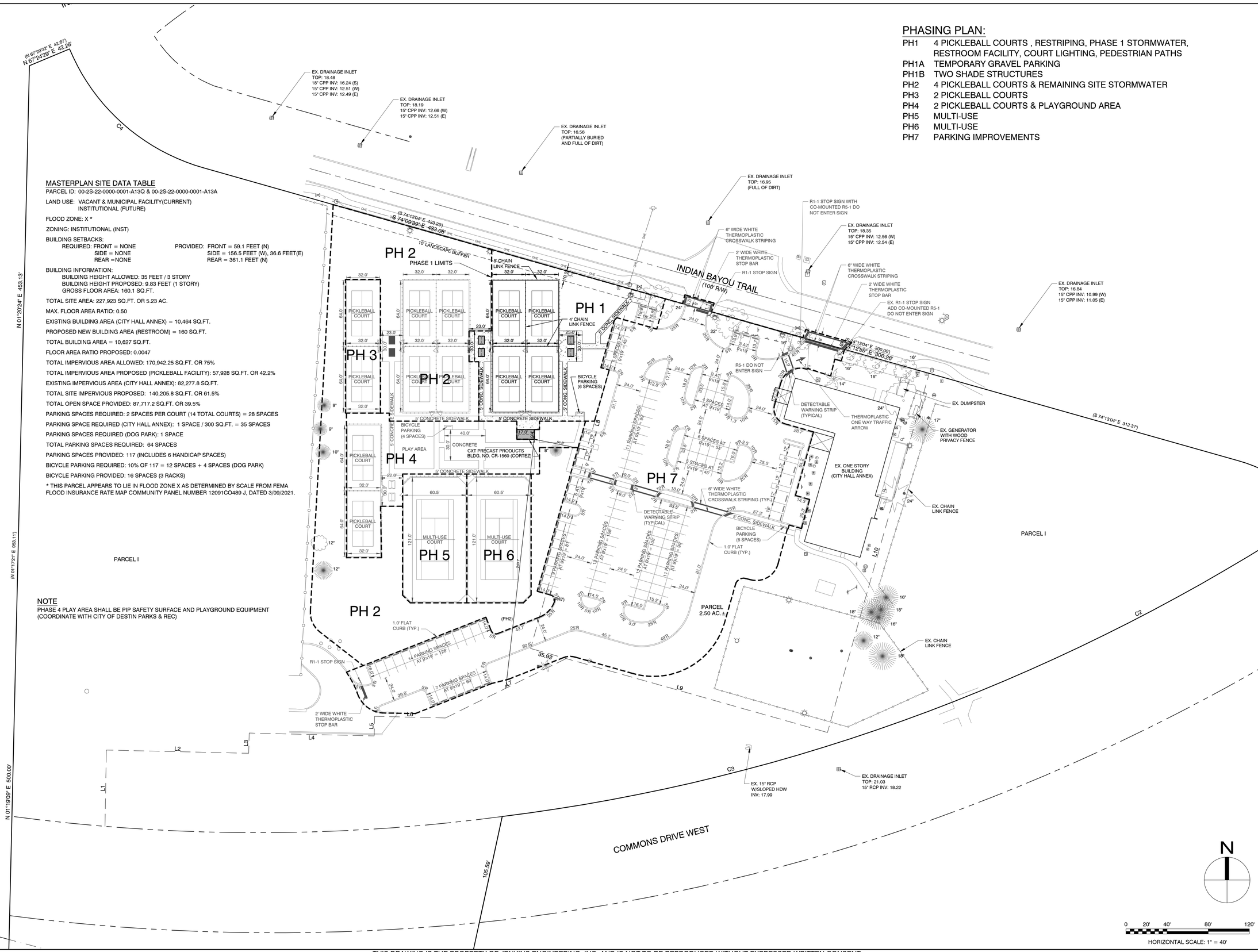
BICYCLE PARKING REQUIRED: 10% OF 117 = 12 SPACES + 4 SPACES (DOG PARK)

BICYCLE PARKING PROVIDED: 16 SPACES (3 RACKS)

* 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.

## NOTE

PHASE 4 PLAY AREA SHALL BE PIP SAFETY SURFACE AND PLAYGROUND EQUIPMENT (COORDINATE WITH CITY OF DESTIN PARKS & REC)





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MICHAEL SCOTT JENKINS LICENSE No 58073 STATE OF FLORIDA PROFESSIONAL ENGINEER

M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

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CITY OF DESTIN

# CITY OF DESTIN PICKLEBALL COURTS
DESTIN, FLORIDA

## MASTER SITE PLAN

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SHEET NUMBER C03

N

0 20' 40' 80' 120'
HORIZONTAL SCALE: 1" = 40'


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## PHASING PLAN:

| | |
|---|---|
| PH1 | 4 PICKLEBALL COURTS , RESTRIPING, 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 |

EX. DRAINAGE INLET
TOP: 18.48
18" CPP INV: 16.24 (S)
15" CPP INV: 12.51 (W)
15" CPP INV: 12.49 (E)

EX. DRAINAGE INLET
TOP: 18.19
15" CPP INV: 12.66 (W)
15" CPP INV: 12.51 (E)

EX. DRAINAGE INLET
TOP: 16.56
(PARTIALLY BURIED AND FULL OF DIRT)

EX. DRAINAGE INLET
TOP: 16.95
(FULL OF DIRT)

EX. DRAINAGE INLET
TOP: 18.35
15" CPP INV: 12.56 (W)
15" CPP INV: 12.54 (E)

EX. DRAINAGE INLET
TOP: 16.84
15" CPP INV: 10.99 (W)
15" CPP INV: 11.05 (E)

10' LANDSCAPE BUFFER

PHASE 1 LIMITS

MATCH EX.

INDIAN BAYOU TRAIL
(100' R/W)

PH 1

PH 2

PH 3

PH 4

PH 5

PH 6

PH 7

(PH2)

(PH7)

EX. DUMPSTER

EX. GENERATOR WITH WOOD PRIVACY FENCE

EX. ONE STORY BUILDING (CITY HALL ANNEX)

EX. CHAIN LINK FENCE

PARCEL I

PARCEL
2.50 AC ±

EX. 15" RCP
W/SLOPED HDW
INV: 17.99

EX. DRAINAGE INLET
TOP: 21.03
15" RCP INV: 18.22

COMMONS DRIVE WEST

N

0 20' 40' 80' 120'

HORIZONTAL SCALE: 1" = 40'


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CITY OF DESTIN

# CITY OF DESTIN PICKLEBALL COURTS
DESTIN, FLORIDA

## MASTER GRADING PLAN
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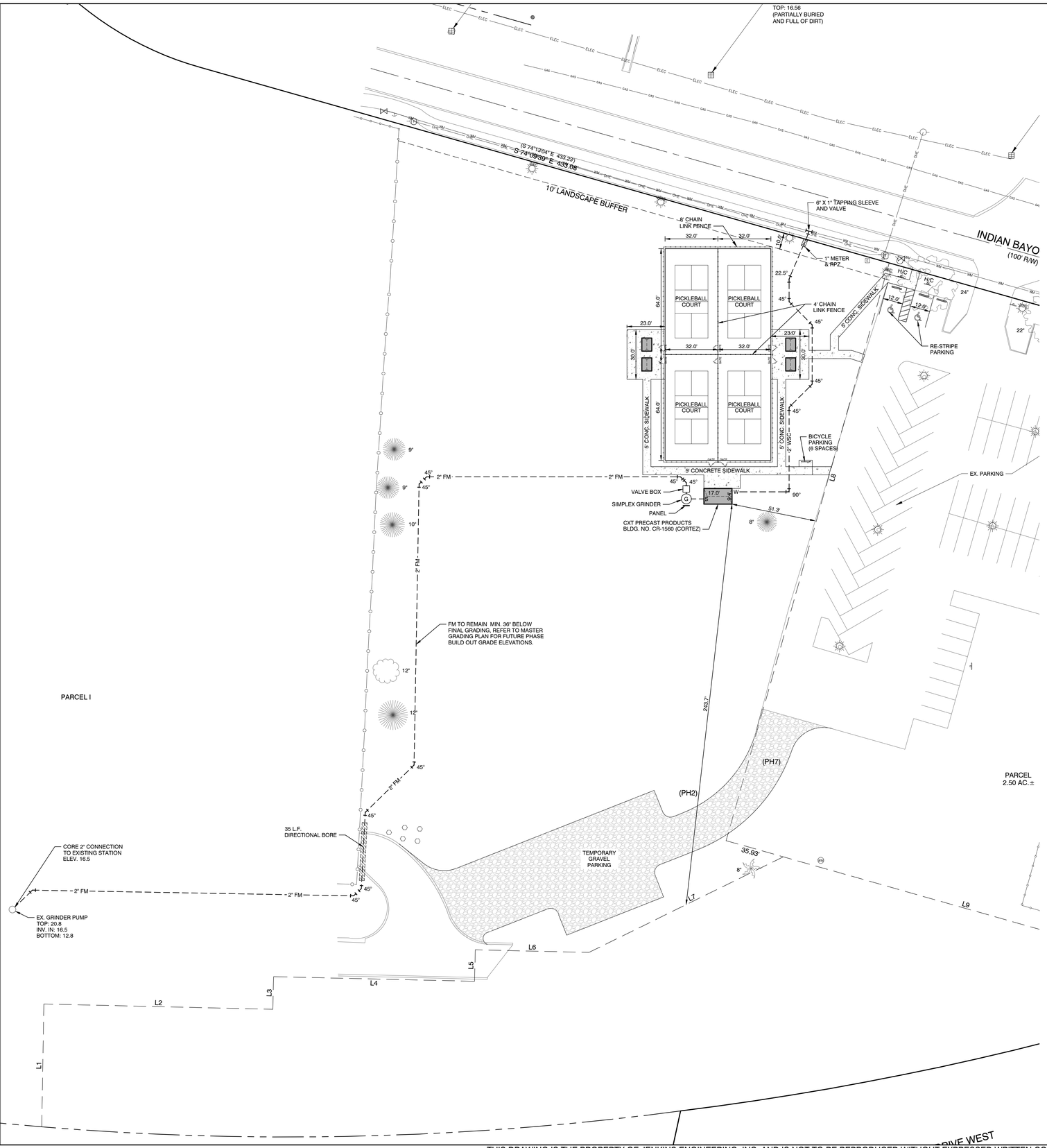


## CITY OF DESTIN DUST NOTES:

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 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.

## 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 CONSTRUCTION FENCE. FENCE SCREENING SHALL HAVE A MINIMUM HEIGHT OF FIVE (5) FEET AND A MAXIMUM HEIGHT OF EIGHT (8) FEET. THE SCREENING MATERIAL SHALL BE MAINTAINED IN GOOD CONDITION AND TAUT THROUGHOUT THE ALLOTTED PERMIT TIME. THE SCREENING MUST BE KEPT SECURE FROM ANY WIND ACTION. IN CASES WHERE THE FINISHED GRADE OF THE DEVELOPMENT SITE IS HIGHER BY MORE THAN ONE (1) FOOT OR MORE THAN THE GRADE OF THE ADJOINING PROPERTIES, SAID FENCE SCREENING SHALL BE PLACED AT THE FINISHED GRADE AND NOT THE EXISTING GRADE.

## 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 WITNEESSED 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 (ILLICIT 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: 00-2S-22-0000-0001-A13Q

LAND USE: VACANT (CURRENT)
INSTITUTIONAL (FUTURE)

FLOOD ZONE: X *

ZONING: INSTITUTIONAL (INST)

BUILDING SETBACKS:
REQUIRED: FRONT = NONE
SIDE = NONE
REAR =NONE

PROVIDED: FRONT = 59.1 FEET (N)
SIDE = 156.5 FEET (W), 36.6 FEET(E)
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 SPACESS
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 12091CO489 J, DATED 3/09/2021.

## DIMENSION NOTE

ALL CURB DIMENSIONS ARE TO FLOW LINE UNLESS OTHERWISE NOTED.

N

0 15' 30' 60' 90'
HORIZONTAL SCALE: 1" = 30'


JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450
JEICIVL.COM



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MICHAEL SCOTT JENKINS
LICENSE
No 58073
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

| REV | DATE | DESCRIPTION | BY |
|---|---|---|---|
| 1 | 2/8/2024 | REVISIONS PER CITY COUNCIL MEETING (2/5/2024) DIRECTION | MSJ |
| 2 | 5/10/2024 | REVISIONS PER CITY 90% REVIEW | MSJ |
| 3 | 5/15/2024 | REVISIONS PER CITY 100% REVIEW | MPF |

CITY OF DESTIN

# CITY OF DESTIN PICKLEBALL COURTS
DESTIN, FLORIDA

## PHASE 1 SITE & UTILITY PLAN

NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

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
05 OF 13

SHEET NUMBER
C05


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TOP: 16.56
(PARTIALLY BURIED
AND FULL OF DIRT)

EX. DRAINAGE INLET
TOP: 16.95
(FULL OF DIRT)

EX. DRAINAGE INLET
TOP: 18.35
15" CPP INV: 12.56 (W)
15" CPP INV: 12.54 (E)

VARIES
ALL SLOPES AND BOTTOM
OF POND TO BE SODDED
ELEV. 19.0
4
1
ELEV. 17.0
VARIES

TYPICAL POND SECTION
N.T.S.

10' LANDSCAPE BUFFER

CP #1

INDIAN BAYOU TRAIL
(100' R/W)

MATCH EX.

CP #2

EX. DUMPSTER

EX. GENERATOR
WITH WOOD
PRIVACY FENCE

EX. PARKING

EX. ONE STORY
BUILDING
(CITY HALL ANNEX)

EX. CHAIN
LINK FENCE

EX. DOG PARK

PARCEL
2.50 AC.±

(PH7)

(PH2)

CP #6

CP #5

EX. 15" RCP
W/SLOPED HDW
INV: 17.99

EX. DRAINAGE INLET
TOP: 21.03
15" RCP INV: 18.22

N

0 15' 30' 60' 90'
HORIZONTAL SCALE: 1" = 30'


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M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

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| 3 | 5/15/2024 | REVISIONS PER CITY 100% REVIEW | MPF |

CITY OF DESTIN

# CITY OF DESTIN PICKLEBALL COURTS
DESTIN, FLORIDA

## PHASE 1 GRADING & DRAINAGE PLAN

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DATE: 10-2023
DESIGNED: MSJ
DRAWN: MPF

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SHEET NUMBER
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| 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:

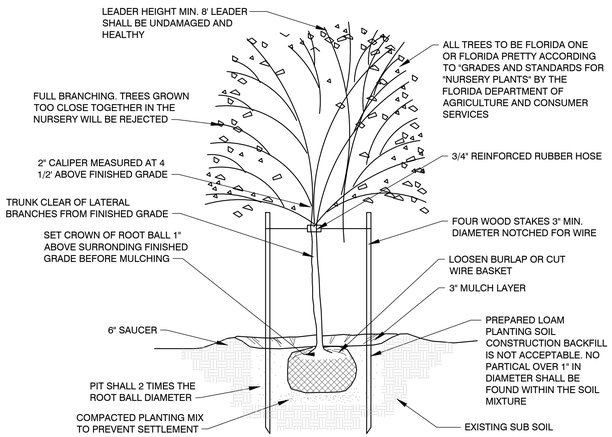
10' FRONT LANDSCAPE BUFFER: 1 CANOPY TREE PER 25 L.F. (307 L.F. / 25) = 12.3 = 13
PROVIDED: 6 CANOPY TREES (PHASE 1)

## REFORESTATION REQUIREMENTS:

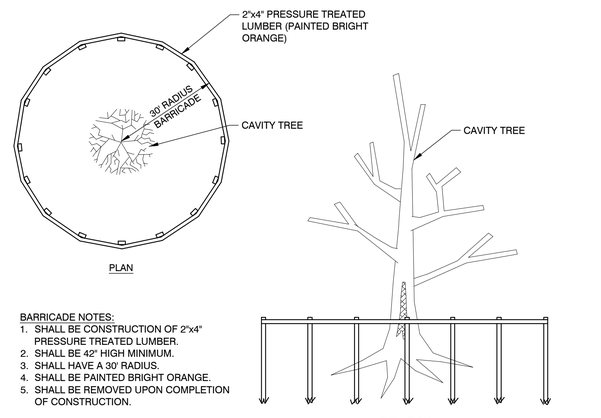
1 TREE PER 1/10 ACRE: UNDEVELOPED OPEN SPACE = 2.3 AC. (98,639 SQ.FT.) x 1/10 = 23 TREES
PRESERVED TREES: 8" (QTY 1), 9" (QTY 2), 10" (QTY 1), 12" (QTY 2) TOTAL = 6
REFORESTATION CREDIT PER TABLE 12.04.05.C.2: CREDITED 3 TREES PER 7-12" CALIPER TREE
(6 PRESERVED TREES x 3 TREE CREDITS = 18 TREE CREDITS)
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 8" 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.




TREE PLANTING DETAIL
N.T.S.




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.

TREE PROTECTION DETAIL
N.T.S.

N

0 15' 30' 60' 90'
HORIZONTAL SCALE: 1" = 30'

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MICHAEL SCOTT JENKINS LICENSE No 58073 STATE OF FLORIDA PROFESSIONAL ENGINEER

M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

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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 |

BAR IS ONE INCH ON ORIGINAL
0 1"
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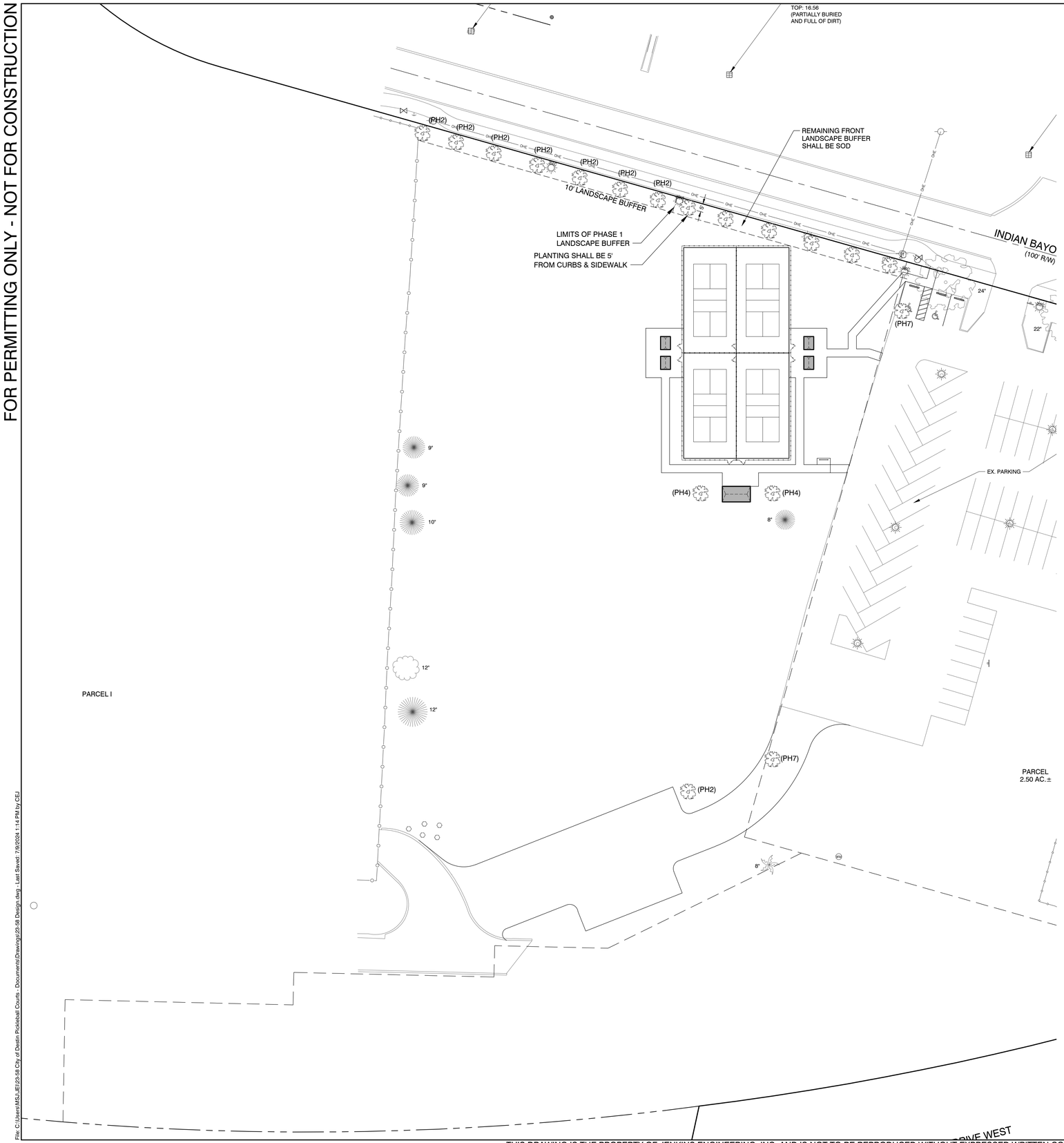


| LEGEND | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| SYM | TYPE | COMMON NAME | SCIENTIFIC NAME | HT. | CAL. | ROOT | REMARKS | COUNT |
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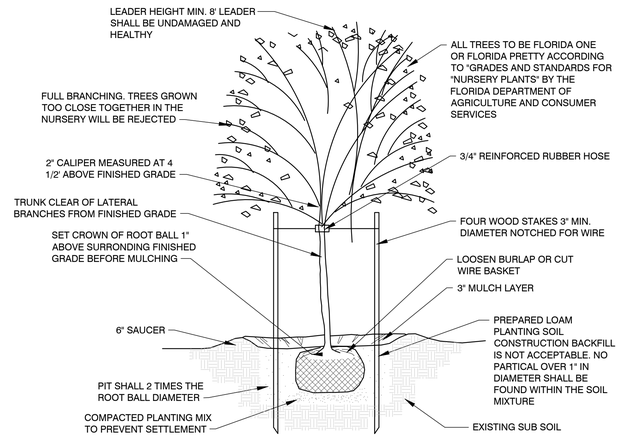
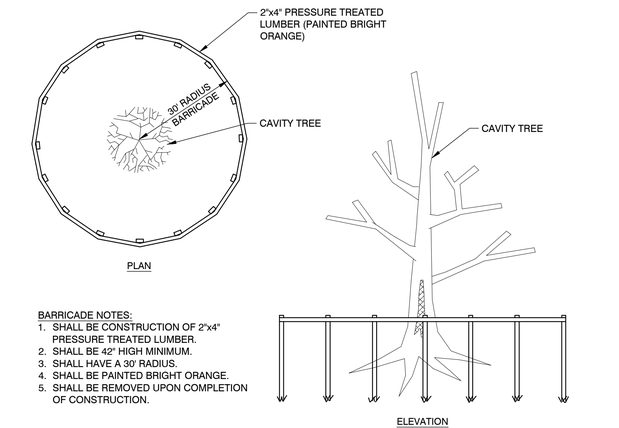



TREE PLANTING DETAIL
N.T.S.

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3. SHALL HAVE A 30' RADIUS.
4. SHALL BE PAINTED BRIGHT ORANGE.
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TREE PROTECTION DETAIL
N.T.S.

N

0 15' 30' 60' 90'
HORIZONTAL SCALE: 1" = 30'

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FORT WALTON BEACH, FLORIDA 32548
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MICHAEL SCOTT JENKINS LICENSE No 58073 STATE OF FLORIDA PROFESSIONAL ENGINEER

M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

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CITY OF DESTIN

CITY OF DESTIN PICKLEBALL COURTS
DESTIN, FLORIDA

PHASE 1 LANDSCAPE PLAN
NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

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

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07 OF 13

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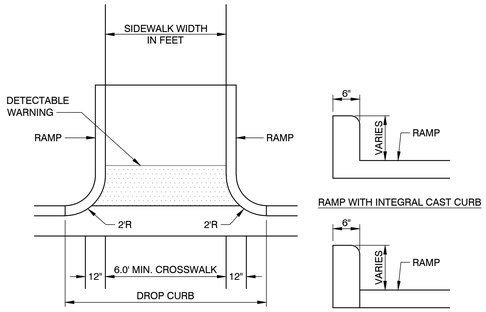
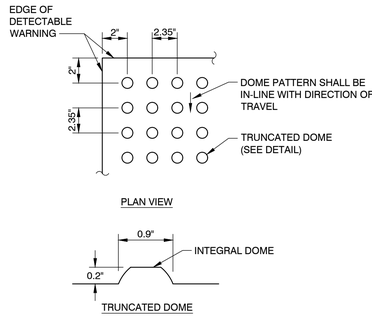
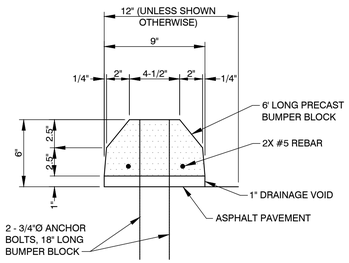



TYPE I

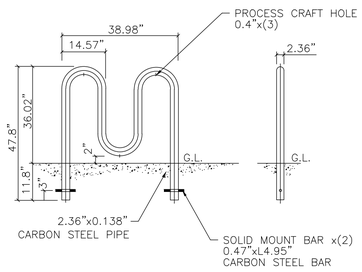



NOTE:
CURB RAMP DETECTABLE WARNING SURFACES SHALL EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 24" FROM THE BACK OF CURB. DETECTABLE WARNING SURFACES SHALL BE CONSTRUCTED BY TEXTURING A TRUNCATED DOME PATTERN IN CONFORMANCE WITH U.S. DEPARTMENT OF JUSTICE A.D.A. STANDARDS FOR ACCESSIBLE DESIGN, A.D.A. ACCESSIBILITY GUIDELINES, SECTION 4.29.2, (DETAIL SHOWN ABOVE). TRANSITION SLOPES ARE NOT TO HAVE DETECTABLE WARNINGS.

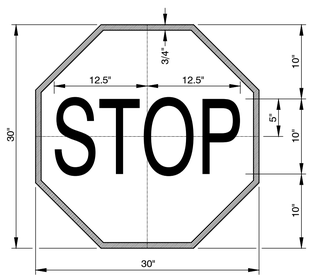
## HANDICAP RAMP DETAILS
N.T.S.




## PRECAST CONCRETE WHEEL STOP DETAIL
N.T.S.

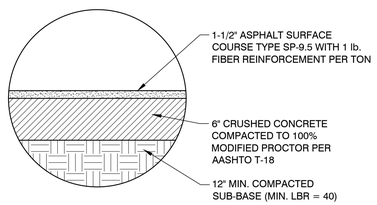



## BIKE HEAVY DUTY WAVE RACK
SCALE: 1/2" = 1'-0"

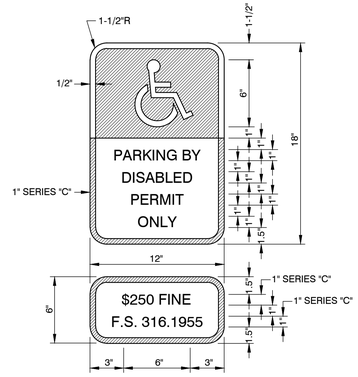



| | | |
|---|---|---|
| SIGN DESIGNATION: | R1-1 LEGEND, | (REFL.) |
| RELECTORIZATION: | BORDER | (REFL.) |
| | BACKGROUND | |
| SIGN COLORS: | LEGEND, BORDER | (WHITE) |
| | BACKGROUND | (RED) |

## STOP SIGN DETAIL
N.T.S.



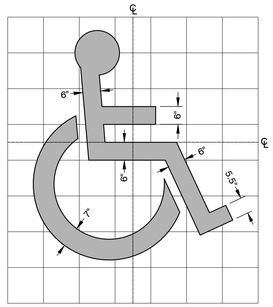

## PARKING AREA 1-1/2" ASPHALT PAVEMENT DETAIL
N.T.S.

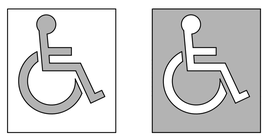



| | |
|---|---|
| (FTP - 55) | COLOR |
| BACKGROUND | WHITE |
| LEGEND & BORDER | BLACK |

THIS PANEL SHALL BE INSTALLED UNDER THE FTP-25 OR FTP-26 HANDICAP PARKING SIGN.

## HANDICAP SIGN DETAIL
(F.D.O.T. INDEX No. 17355)
N.T.S.

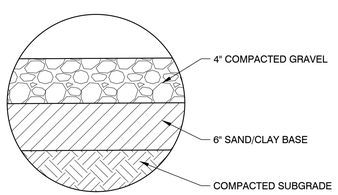


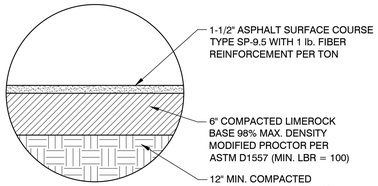
COLOR CONTRAST
CHARACTERS AND SYMBOLS SHALL CONTRAST WITH THEIR BACKGROUNDS - EITHER LIGHT CHARACTERS ON A DARK BACKGROUND OR DARK CHARACTERS ON A LIGHT BACKGROUND.

## HANDICAP SYMBOL DETAIL
N.T.S.

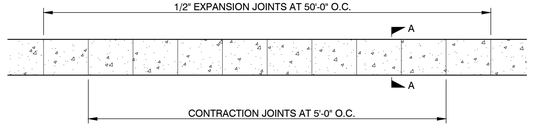
NOTE:
SYMBOL SHALL BE PAINTED BLUE AND TO THE DIMENSIONS SHOWN.



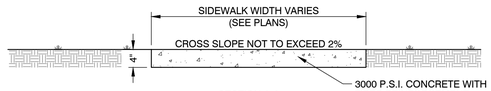

## GRAVEL PAVEMENT DETAIL
N.T.S.




## PICKLEBALL & MULTI-USE COURT PAVEMENT SECTION
N.T.S.

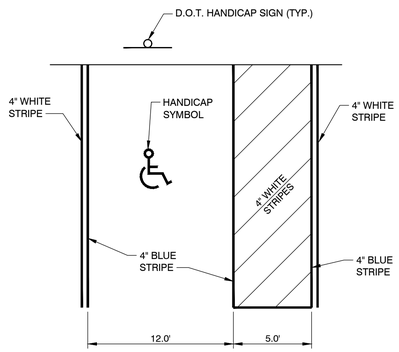



PLAN



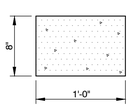

SECTION A-A

## CONCRETE SIDEWALK DETAIL
N.T.S.




## HANDICAP AREA STRIPING DETAIL
N.T.S.

NOTE:
HANDICAP PARKING SPACES SHALL BE A MINIMUM OF TWELVE (12) FEET WIDE, MEASURED FROM CENTER TO CENTER OF THE BLUE DEMARCATION LINES AS PER CHAPTER 6, SECTION 6.04.061 OF THE OKALOOSA COUNTY LDC.




## FLAT CURB DETAIL
N.T.S.

JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
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MICHAEL SCOTT JENKINS LICENSE No 58073 STATE OF FLORIDA PROFESSIONAL ENGINEER

M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

| BY | DESCRIPTION | DATE | REV |
|---|---|---|---|
| ... | ... | ... | ... |

CITY OF DESTIN

CITY OF DESTIN PICKLEBALL COURTS
DESTIN, FLORIDA

MISCELLANEOUS DETAILS
NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

| | |
|---|---|
| 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
08 OF 13

SHEET NUMBER
C08

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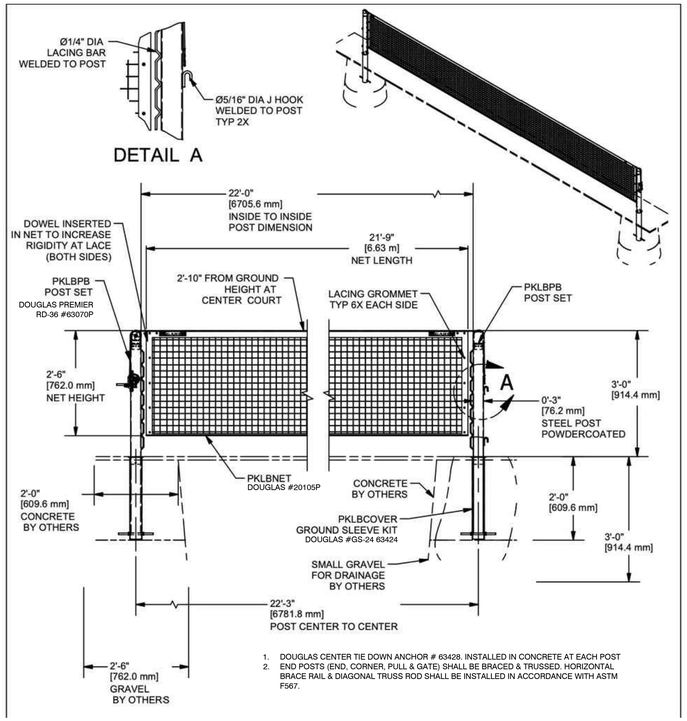
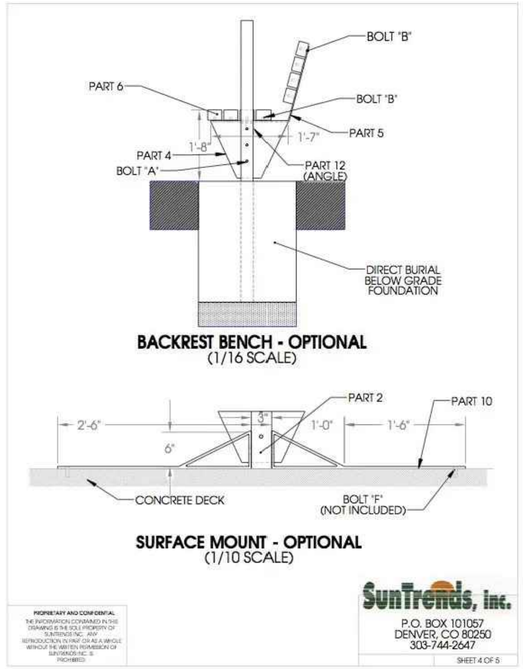



1. DOUGLAS CENTER TIE DOWN ANCHOR # 63428. INSTALLED IN CONCRETE AT EACH POST
2. END POSTS (END, CORNER, PULL & GATE) SHALL BE BRACED & TRUSSED. HORIZONTAL BRACE RAIL & DIAGONAL TRUSS ROD SHALL BE INSTALLED IN ACCORDANCE WITH ASTM F567.

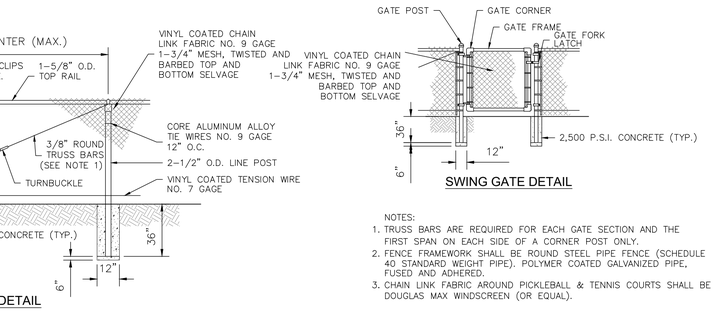
## PICKLEBALL NET LAYOUT DETAIL

NTS




PICKLEBALL & TENNIS COURT CONSTRUCTION SPECIFICATIONS

1. PICKLEBALL & TENNIS SURFACING SHALL CONFORM TO THE GUIDELINES OF THE ASBA, (AMERICAN SPORTS BUILDERS ASSOCIATION), AND USAPA (U.S. A. PICKLEBALL ASSOCIATION) RESPECTIVELY.
2. SUBMITTALS SHALL INCLUDE MANUFACTURER SPECIFICATIONS FOR ALL PRODUCTS, ASPHALT MIX DESIGN, COLOR CHART AND INSTALLATION INSTRUCTIONS.
3. SHOP DRAWINGS INDICATING LAYOUT AND PLACEMENT OF ASPHALT, COLOR SYSTEM, LINES, NET SYSTEMS, FENCE AND GATES.
4. STORE MATERIALS IN ACCORDANCE WITH MANUFACTURES SPECIFICATIONS AND MSDS. ALL SURFACING MATERIAL SHALL BE NON-FLAMMABLE. NO MATERIAL STORED ON SITE DURING THE DURATION OF THE PROJECT UNLESS FULLY SECURED WITH FENCING.
5. PROVIDE GUARANTEE AGAINST DEFECTS IN THE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION UNLESS OTHERWISE STATED.
6. APPROVED MANUFACTURERS:
   - 6.1. MERCHANTS METALS, MARKHAM, IL 60428 / FENCING AND GATE MATERIAL.
   - 6.2. DOUGLAS INDUSTRIES, ELDRIDGE IA. / ATHLETIC EQUIPMENT.
   - 6.3. U.S. TENNIS COURT CONSTRUCTION COMPANY LOCKPORT, IL 60441/ ELITE SPORT COATING
   - 6.4. LOCAL ASPHALT PLANT WITH QUALIFIED MIX.
   - 6.5. APPROVED EQUAL.
7. DO NOT INSTALL WHEN RAINING OR RAIN IS IMMINENT. DO NOT INSTALL IF SURFACE IS WET OR DAMP. DO NOT APPLY UNLESS SURFACE AND AIR TEMPERATURES ARE 50°F AND RISING. DO NOT APPLY IF SURFACE TEMPERATURE IS MORE THAN 140°F.
8. PROPER GRADE ELEVATIONS SHALL BE SET ON PROPOSED COURT AREAS. ALL EXCAVATING, FILLING, COMPACTING, GRADING, AND LEVELING REQUIRED SHALL BE PERFORMED SO THAT THE FINISH COURT SURFACE HAS A SLOPE OF NO LESS THAN 0.83% AND 1% ON A TRUE PLANE FROM SIDE TO SIDE OR END TO END. NET LINE CROWNING WILL NOT BE ACCEPTABLE.
9. BASE COURSE ELEVATIONS TO BE SET WITH A 0.83%-1% PITCH END TO END OR SIDE TO SIDE. PROOF ROLL WITH A FULLY LOADED SIX-YARD DUMP TRUCK PRIOR TO ASPHALT PAVING. ALL SOFT AREAS SHALL BE REPLACED WITH COMPACTED AGGREGATE BASE COURSE.
10. BINDER COURSE PAVING EQUIPMENT SHALL BE EQUIPPED WITH AUGER EXTENSIONS, AND BE SELF-PROPELLED. HAND WORK SHALL BE MINIMIZED TO ENSURE THE BEST POSSIBLE FINISHED SURFACE. ROLLING SHALL START AS SOON AS THE HMA CAN BE COMPACTED WITHOUT DISPLACEMENT. ROLLING SHALL CONTINUE UNTIL THE HMA IS THOROUGHLY COMPACTED AND ALL ROLLER MARKS HAVE DISAPPEARED. COMPACT THE HMA TO A MINIMUM IN-PLACE DENSITY OF 94.0% OF THE THEORETICAL MAXIMUM SPECIFIC GRAVITY. LONGITUDINAL JOINTS SHALL BE SMOOTH AND TRUE; NO DEVIATION FROM LEVEL AND TRUE. SMOOTHNESS SHALL MEET THE REQUIREMENTS OF NO GREATER THAN ONE EIGHTH INCH (1/4") IN TEN FEET (10'). BINDER COURSE ASPHALT MUST BE PLACED IN ONE DAY, SPECIAL CARE SHALL BE TAKEN TO AVOID COLD SEAMS.
11. SURFACE COURSE PAVING EQUIPMENT SHALL BE EQUIPPED WITH AUGER EXTENSIONS, AND BE SELF-PROPELLED. HAND WORK SHALL BE MINIMIZED TO ENSURE THE BEST POSSIBLE FINISHED SURFACE. ROLLING SHALL START AS SOON AS THE HMA CAN BE COMPACTED WITHOUT DISPLACEMENT. ROLLING SHALL CONTINUE UNTIL THE HMA IS THOROUGHLY COMPACTED AND ALL ROLLER MARKS HAVE DISAPPEARED. COMPACT THE HMA TO A MINIMUM IN-PLACE DENSITY OF 94.0% OF THE THEORETICAL MAXIMUM SPECIFIC GRAVITY. SURFACE COURSE LONGITUDINAL JOINTS SHALL BE SMOOTH AND TRUE; NO DEVIATION FROM LEVEL AND TRUE. SMOOTHNESS SHALL MEET THE REQUIREMENTS OF NO GREATER THAN ONE EIGHTH INCH (1/8") IN TEN FEET (10'). ASPHALT MUST BE PLACED IN ONE DAY, SPECIAL CARE SHALL BE TAKEN TO AVOID COLD SEAMS.
12. CHAIN LINK FABRIC INSTALLATION SHALL BE INSTALLED TO INSIDE OF THE FRAMEWORK MAINTAINING A GROUND CLEARANCE OF NO MORE THAN TWO INCHES (2"). ATTACH FABRIC TO THE TERMINAL POST BY THREADING THE TENSION BAR THROUGH THE FABRIC; SECURE THE TENSION BAR TO THE TERMINAL POST WITH TENSION BANDS AND 5/16 IN. CARRIAGE BOLTS SPACED NO GREATER THAN TWELVE INCHES (12") ON CENTER. CHAIN LINK FABRIC TO BE STRETCHED TAUT FREE OF SAG. FABRIC TO BE SECURED TO THE LINE POST WITH TIE WIRES SPACED NO GREATER THAN TWELVE INCHES (12") ON CENTER AND TO HORIZONTAL RAIL SPACED NO GREATER THAN EIGHTEEN INCHES (18") ON CENTER. WRAP THE TIE AROUND THE POST OR RAIL AND ATTACHED TO A FABRIC WIRE PICKET ON EACH SIDE OF THE POST OR RAIL BY TWISTING THE TIE WIRE AROUND THE FABRIC WIRE PICKET TWO FULL TURNS, CUT OFF EXCESS WIRE AND BEND OVER TO PREVENT INJURY. SECURE THE FABRIC TO THE TENSION WIRE BY CRIMPING HOGS RINGS AROUND A FABRIC WIRE PICKET AND TENSION WIRE.
13. COURT DEPRESSIONS "BIRDBATHS" TESTING: SURFACE SHALL BE FLOODED WITH WATER BY RAIN OR MANUALLY WITH CLEAN WATER. SURFACE SHALL BE ALLOWED TO DRAIN FOR 45-60 MINUTES IN SUNLIGHT AT 70°F. REMAINING DEPRESSIONS HOLDING ENOUGH WATER TO COVER A FIVE CENT PIECE (AMERICAN NICKEL) SHALL BE
    - 13.1. APPLY ACRYLIC PATCH BINDER MIX TO DEPRESSIONS AND STRIKE OFF WITH A STRAIGHT EDGE. BEFORE THE PRODUCT BEGINS TO DRY, FEATHER EDGES USING A TROWEL, PUTTY KNIFE, OR SIMILAR METHOD.
    - 13.2. REPEAT TESTING AND ACRYLIC PATCH BINDER APPLICATIONS AS NEEDED TO ELIMINATE OR REDUCE DEPRESSIONS TO WITHIN TOLERANCE.
    - 13.3. SAND AND PRE-COAT AS NEEDED TO ASSURE REPAIRS ARE NOT VISIBLE FOLLOWING ACRYLIC SURFACE APPLICATIONS.
    - 13.4. STRICTLY FOLLOW MANUFACTURES MIXTURE GUIDELINES AND WEATHER LIMITATIONS.
14. ACRYLIC FILLER COAT(S) (RESURFACER): TWO (2) COATS OF PROPERLY TEXTURED ACRYLIC RESURFACER SHALL BE APPLIED TO ENTIRE SURFACE. SPECIAL CARE SHALL BE TAKEN TO KEEP A WET EDGE AND REMAIN CONSISTENT. WHEN SURFACE IS COMPLETELY DRY, SURFACE SHALL BE INSPECTED FOR, RIDGES, BUMPS, AND ANY INCONSISTENCIES SHALL BE CORRECTED PRIOR TO COLOR COAT APPLICATIONS. STRICTLY FOLLOW MANUFACTURES MIXTURE GUIDELINES AND WEATHER LIMITATIONS.
15. SELECTION OF ACRYLIC COLOR PLAYING SURFACE (ELITE COLOR CONCENTRATE) MIX TO BE COORDINATED WITH CITY OF DESTIN.
    - 15.1. FOLLOW USTA & USAPA GUIDELINES FOR COURT DIMENSIONS.
    - 15.2. COLORS AND THEIR PLACEMENT SHALL BE DETERMINED BY THE OWNER. COLORS AND THE PLACEMENT OF THE COLORS SHALL BE VERIFIED BY THE OWNER PRIOR COLOR APPLICATIONS.
    - 15.3. TEXTURED ACRYLIC COLOR SURFACE SHALL BE APPLIED IN TWO (2) APPLICATIONS WITH A 50 DUROMETER RUBBER SQUEEGEE. NO APPLICATION SHOULD BE MADE UNTIL THE PREVIOUS APPLICATION IS THOROUGHLY DRY.
    - 15.4. STRICTLY FOLLOW MANUFACTURES GUIDELINES AND WEATHER LIMITATIONS.
16. LINES SHALL BE CAREFULLY LAID OUT IN ACCORDANCE WITH THE ASBA OR USAPA GUIDELINES. MASKING TAPE SHALL BE APPLIED AND ROLLED TO RESULT IN A TWO INCH (2") WIDE WIDTH UNLESS OTHERWISE STATED. MASKED LINES SHALL BE PRIMED WITH ACRYLIC LINE PRIMER TO SEAL THE VOID BETWEEN THE TEXTURED SURFACE AND MASKING TAPE EDGE. ONE (1) COAT OF TEXTURED WHITE LINE PAINT SHALL BE APPLIED BY BRUSH OR ROLLER. NO SPRAY APPLICATIONS PERMITTED.
17. ERECT TEMPORARY BARRIERS TO PROTECT COATINGS DURING DRYING AND CURING.







NOTES:
1. TRUSS BARS ARE REQUIRED FOR EACH GATE SECTION AND THE FIRST SPAN ON EACH SIDE OF A CORNER POST ONLY.
2. FENCE FRAMEWORK SHALL BE ROUND STEEL PIPE FENCE (SCHEDULE 40 STANDARD WEIGHT PIPE). POLYMER COATED GALVANIZED PIPE, FUSED AND ADHERED.
3. CHAIN LINK FABRIC AROUND PICKLEBALL & TENNIS COURTS SHALL BE DOUGLAS MAX WINDSCREEN (OR EQUAL).

## COURT CHAIN LINK FENCE DETAIL

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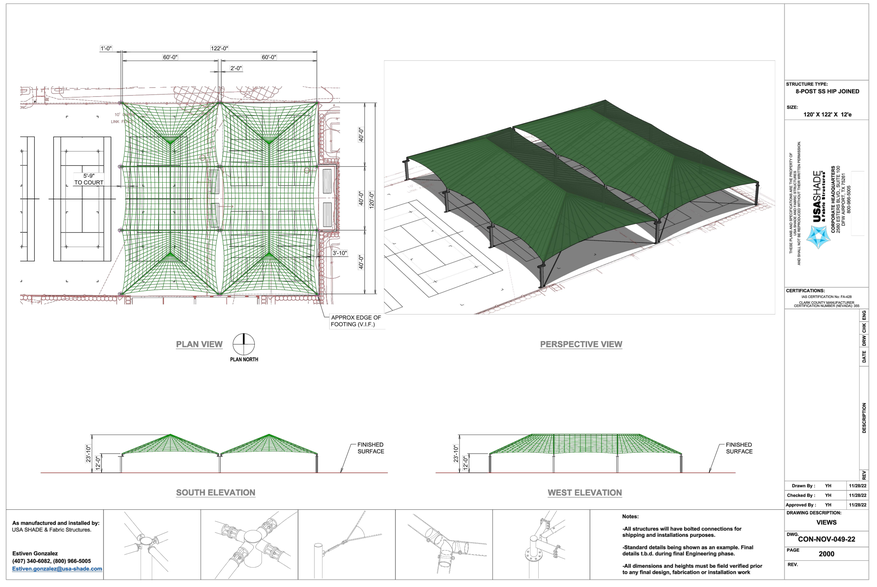


## PICKLEBALL COURT COVER DETAIL

NTS


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M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

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CITY OF DESTIN

CITY OF DESTIN PICKLEBALL COURTS
DESTIN, FLORIDA

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DATE: 10-2023
DESIGNED: MSJ
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DRAWING NUMBER
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SHEET NUMBER
C09


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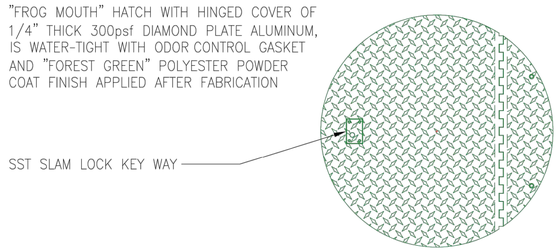
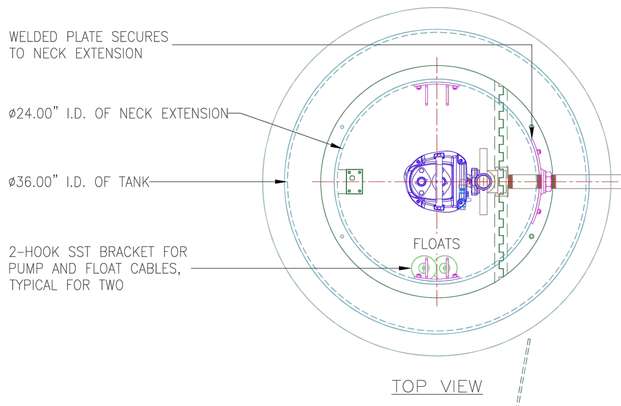
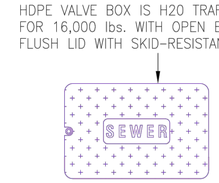
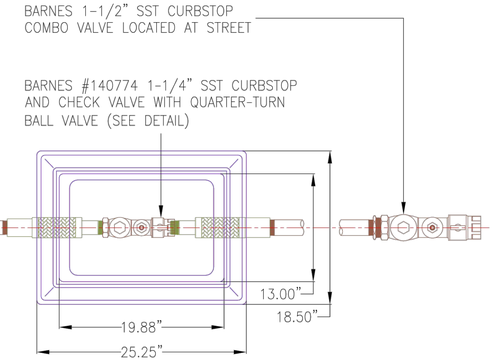
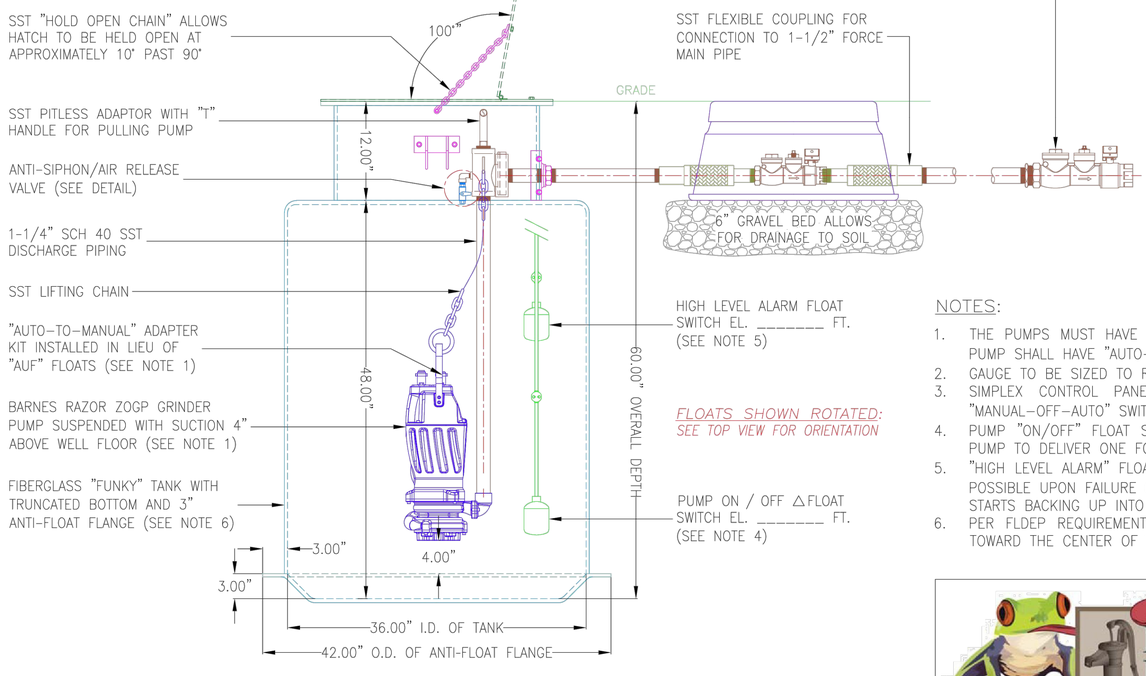


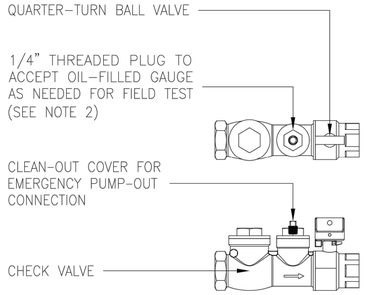

TOP VIEW



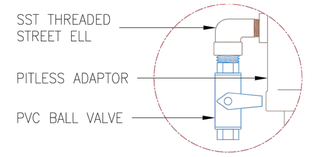



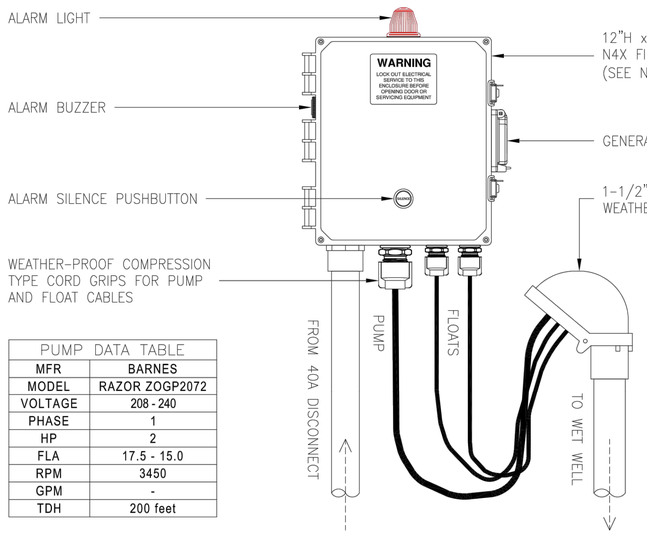

WET WELL ELEVATION




COMBO VALVE ASSEMBLY




ANTI-SIPHON/AIR RELEASE VALVE




SIMPLEX CONTROL PANEL DETAIL

| PUMP DATA TABLE | |
|---|---|
| MFR | BARNES |
| MODEL | RAZOR ZOGP2072 |
| VOLTAGE | 208 - 240 |
| PHASE | 1 |
| HP | 2 |
| FLA | 17.5 - 15.0 |
| RPM | 3450 |
| GPM | - |
| TDH | 200 feet |

NOTES:

1. THE PUMPS MUST HAVE A 5-YEAR 100% REPAIR PARTS AND LABOR WARRANTY AS PROVIDED BY PUMP MANUFACTURER. THE STANDARD "AUF" MODEL PUMP SHALL HAVE "AUTO-TO-MANUAL" (ATM) ADAPTER KIT INSTALLED TO CONVERT PUMP OPERATION TO CONTROL PANEL "MANUAL-OFF-AUTO" SWITCH.
2. GAUGE TO BE SIZED TO READ NO MORE THAN 1-1/2 TIMES THE MAX. PRESSURE PUMP PROVIDES AT DEAD HEAD.
3. SIMPLEX CONTROL PANEL SHALL BE PROVIDED BY PUMP MANUFACTURER TO INCLUDE PUMP CIRCUIT BREAKER, CONTROL CIRCUIT BREAKER, "MANUAL-OFF-AUTO" SWITCH, AND AUTOMATIC TRANSFER RELAY FOR THE GENERATOR RECEPTACLE.
4. PUMP "ON/OFF" FLOAT SHALL BE MAGNETIC DIFFERENTIAL TYPE PROVIDING AT LEAST 12 INCHES OF TETHER BETWEEN WEIGHT AND FLOAT, ALLOWING PUMP TO DELIVER ONE FOOT PUMP-DOWN EACH CYCLE.
5. "HIGH LEVEL ALARM" FLOAT SHALL BE INSTANTANEOUS TYPE WITH 3" OF TETHER BETWEEN WEIGHT AND FLOAT, SO ALARM WILL ACTIVATE AS QUICKLY AS POSSIBLE UPON FAILURE OF PUMP OR "ON/OFF" FLOAT. THE HIGH LEVEL FLOAT MUST INVOKE THE HIGH LEVEL ALARM LIGHT/HORN BEFORE WATER LEVEL STARTS BACKING UP INTO THE INLET PIPE.
6. PER FLDEP REQUIREMENTS, WET WELL TANK WALL AROUND INTERIOR BOTTOM IS TO BE PITCHED WITH A FILLET THAT WILL DIRECT SETTLING SOLIDS TOWARD THE CENTER OF THE WET WELL AND INTO THE SUCTION OF THE GRINDER PUMP.


**Butch Branton**
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butch@pumpandprocess.net
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M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

| REV | DATE | DESCRIPTION | BY |
|---|---|---|---|
| 3 | 5/15/2024 | REVISIONS PER CITY 100% REVIEW | MPF |

CITY OF DESTIN

CITY OF DESTIN PICKLEBALL COURTS
DESTIN, FLORIDA

GRINDER STATION DETAILS


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TITLE: JACKSON COUNTY, FLORIDA
SIMPLEX FUNKY TANK LIFT STATION
SUSPENDED FLOAT OPTION

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| CREATED BY: | DS | APPROVED BY: | BB |
| SCALE: | NTS | REVISION: | 0 |
| DATE: | 5/08/21 | SHEET: 1 OF: | 1 |

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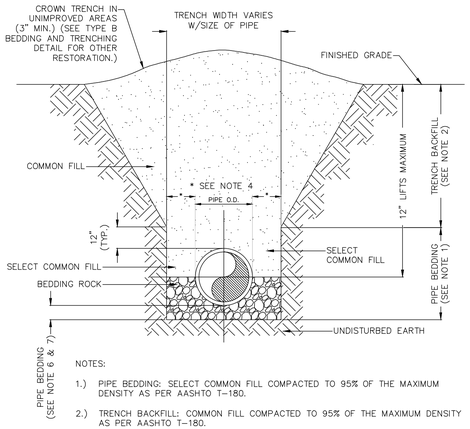



NOTES:

1.) PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.

2.) TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.

3.) USE TYPE A BEDDING TO BE DETERMINED IN THE FIELD AS DIRECTED BY DESTIN WATER USERS.

4.) (*): 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER.

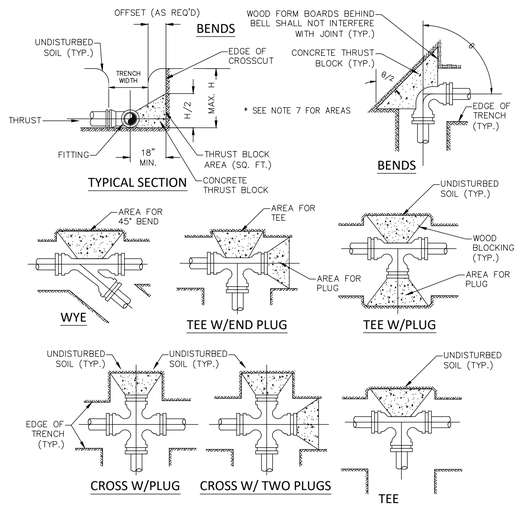
5.) ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.

6.) GRAVITY SEWERS SHALL UTILIZE TYPE A BEDDING, IF REQUIRED BY DESTIN WATER USERS. BEDDING DEPTH SHALL BE 4" MINIMUM FOR PIPE DIAMETER LESS THAN 15", AND 6"MINIMUM PIPE DIAMETER 16" AND LARGER.

7.) DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING ROCK BELOW THE PIPE. DESTIN WATER USERS SHALL DETERMINE IN THE FIELD REQUIRED REMOVAL OF UNSUITABLE MATERIAL TO REACH SUITABLE FOUNDATION.

## TRENCH DETAIL (TYPE A BEDDING)

N.T.S.




NOTES:

1.) THRUST BLOCK BEARING AREAS SHALL BE POURED AGAINST UNDISTURBED MATERIAL. WHERE TRENCH WALL HAS BEEN DISTURBED, EXCAVATE ALL LOOSE MATERIAL AND EXTEND TO UNDISTURBED MATERIAL.
2.) EXTEND THRUST BLOCK FULL LENGTH OF FITTINGS. JOINTS SHALL NOT BE COVERED BY THRUST BLOCKS. FITTINGS SHALL BE PROTECTED BY POLYETHYLENE FILM (6 MIL.) PRIOR TO PLACING CONCRETE THRUST BLOCK.
3.) ROUGH BLOCKING FORMS SHALL BE USED ALONG SIDES OF THRUST BLOCKS, AS REQUIRED.
4.) THRUST BLOCKS SHALL BE USED IN COMBINATION, AS REQUIRED, TO SUITE THE SPECIFIC FITTING ARRANGEMENT.
5.) ALTERNATE DESIGNED RESTRAINING SYSTEMS SHALL BE PROVIDED WERE STANDARD THRUST BLOCKING IS NOT SUITABLE AND/OR SOIL RESISTANCE BEARING IS LESS THAN 1,500 PSF.
6.) ALL WOOD BLOCKING SHALL BE PRESSURE TREATED WITH PRESERVATIVE.
7.) FOR THRUST BLOCK AREAS SEE RESTRAINED PIPE TABLE.

## THRUST BLOCK DETAILS

N.T.S.

| SCHEDULE FOR THRUST BLOCK AREAS * | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| PIPE SIZE (INCHES) | 90 BEND (SQ FT) | 45 BEND (SQ FT) | 22-1/2 BEND (SQ FT) | 11-1/4 BEND (SQ FT) | TEE & PLUG (SQ FT) | CROSS (SQ FT) | WYE (SQ FT) | DESIGN PRESS (PSI) |
| 4 | 3,840 | 2,087 | 1,059 | 533 | 2,715 | N/A | N/A | 150 |
| 6 | 7,932 | 4,293 | 2,189 | 1,100 | 5,609 | N/A | N/A | 150 |
| 8 | 13,644 | 7,385 | 3,754 | 1,892 | 9,648 | N/A | N/A | 150 |
| 10 | 20,528 | 11,111 | 5,663 | 2,846 | 14,516 | N/A | N/A | 150 |
| 12 | 29,030 | 15,711 | 8,009 | 4,025 | 20,528 | N/A | N/A | 150 |
| 16 | 50,442 | 27,300 | 13,914 | 6,992 | 35,669 | N/A | N/A | 150 |
| 18 | 59,111 | 31,922 | 16,305 | 8,782 | 41,798 | N/A | N/A | 150 |

NOTE: THRUST BLOCK AREAS TO BE COMPUTED ON BASIS OF LBS. PER SQ. FT. SOIL RESTRAINT BEARING. 3,000 (1,500 MIN) SEE NOTE 5

* TO BE COMPLETED BY ENGINEER.

NOTES:

1.) FITTINGS SHALL BE RESTRAINED JOINTS UNLESS OTHERWISE INDICATED.

2.) INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN SHOWN IN THE TABLE.

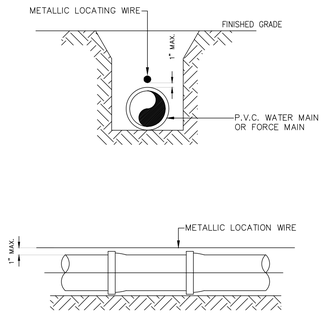
3.) IN LINE VALVES AND THROUGH RUN OF TEES OUTSIDE LIMITS OF RESTRAINED JOINTS FROM OTHER FITTINGS NEED NOT BE OF RESTRAINED JOINTS FROM OTHER FITTINGS RESTRAINED UNLESS OTHERWISE INDICATED.

4.) LENGTHS SHOWN IN THE TABLE HAVE BEEN CALCULATED IN ACCORDANCE WITH THE PROCEDURE OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" AS PUBLISHED BY DIPRA.

5.) FOR PIPE ENCASED IN POLYETHYLENE, USE VALUES GIVEN IN PARENTHESES OR INCREASE THE GIVEN VALUE BY A FACTOR OF 1.5. * TO BE COMPLETED BY THE ENGINEER.

## THRUST BLOCK SCHEDULE

N.T.S.




NOTES:

1.) PVC PIPE SHALL REQUIRE INSULATED METALLIC LOCATING WIRE (12 GAUGE COPPER) CAPABLE OF DETECTION BY A CABLE LOCATOR AND SHALL BE BURIED DIRECTLY ABOVE THE CENTERLINE OF THE PIPE.

2.) LOCATING WIRE SHALL TERMINATE AT THE TOP OF EACH VALVE BOX AND BE CAPABLE OF EXTENDING 12" ABOVE TOPOF BOX IN SUCH A MANNER SO AS NOT TO INTERFERE WITH VALVE OPERATION.

3.) USE DUCT TAPE AS NECESSARY TO HOLD WIRE ON THE TOP OF THE PIPE.

4.) ALL SPLICES SHALL BE MADE USING A WATER-TIGHT SEALING METHOD APPROVED BY DESTIN WATER USERS.

## PVC PIPE LOCATING WIRE DETAIL

N.T.S.

JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450
JEICIVL.COM

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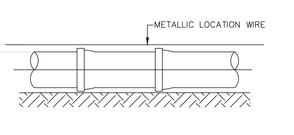


M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

| REV | DATE | DESCRIPTION | BY |
|---|---|---|---|
| 3 | 5/15/2024 | REVISIONS PER CITY 100% REVIEW | MPF |

CITY OF DESTIN

CITY OF DESTIN PICKLEBALL COURTS
DESTIN, FLORIDA

DWU UTILITY DETAILS I

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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
10 OF 13

SHEET NUMBER
C10

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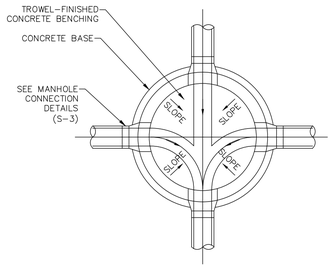
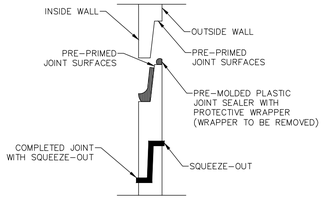
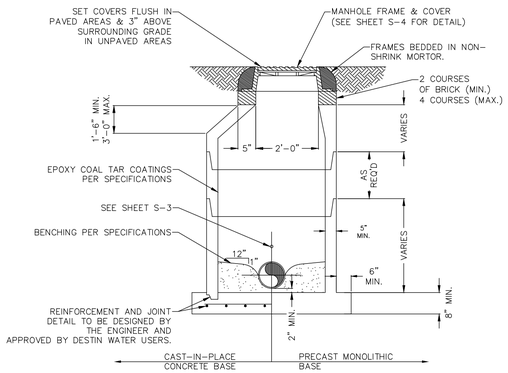



## PRECAST CONCRETE MANHOLE DETAILS (JOINTS & FLOW)

N.T.S.




NOTES:

1.) MANHOLE SHOWN IS FOR SEWER SIZE 8" THRU 18", MANHOLE DIAMETER FOR SEWERS GREATER THAN 18" SHALL BE AS APPROVED BY DESTIN WATER USERS.

2.) DROP CONNECTIONS ARE REQUIRED WHENEVER INVERT OF INFLUENT SEWER IS 24" OR MORE ABOVE THE INVERT OF THE MANHOLE. SEE MANHOLE CONNECTION DETAILS.

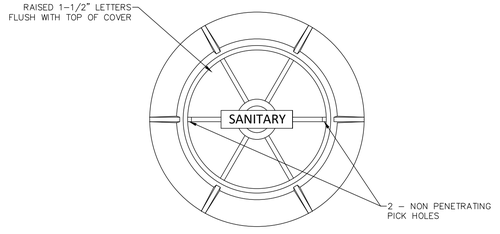
3.) APPROVED CONCENTRIC CONE DESIGN MAY BE USED AS AN ALTERNATIVE.

4.) MANHOLE LIFT HOLES AND GRADE ADJUSTMENT RINGS SHALL BE SEALED W/ NON-SHIRNK MORTAR.

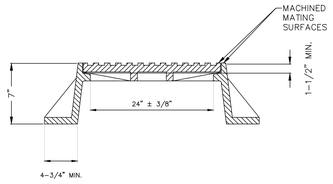
5.) MANHOLE COVERS IN SWALES OR DITCHES SHALL BE EXTENDED TO TOP OF BANK ELEVATION.

## PRECAST CONCRETE MANHOLE DETAILS (SECTION & NOTES)

N.T.S.



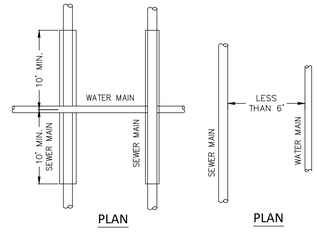

PLAN



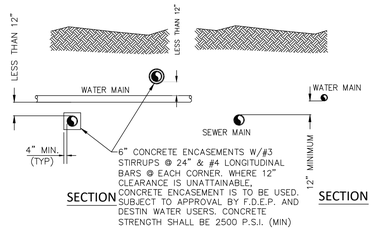

ELEVATION

## STANDARD MANHOLE FRAME & COVER

N.T.S.



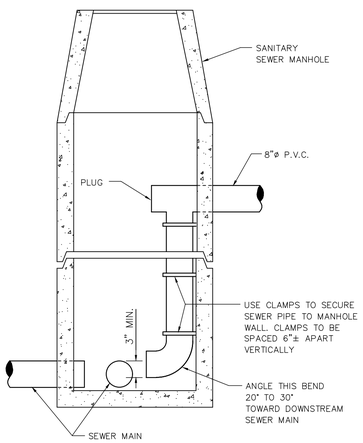

PLAN PLAN




SECTION SECTION

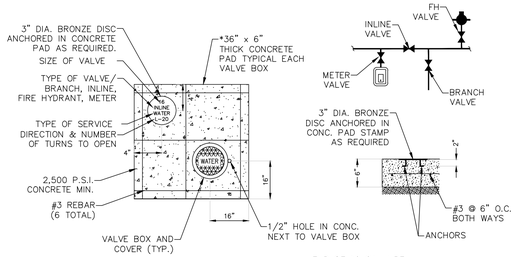
## WATER & SEWER MAIN CROSSING/SEPARATION DETAIL

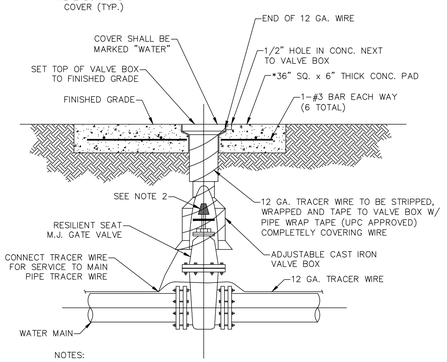
N.T.S.




## INSIDE DROP PIPE ASSEMBLY

N.T.S.




NOTES:

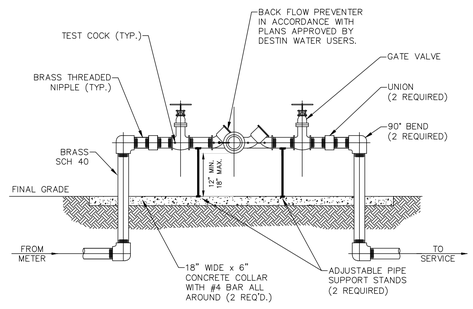
1.) PVC EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.

2.) THE ACTUATING NUT FOR DEEPER VALVES SHALL BE EXTENDED TO COME UP TO 4 FOOT DEPTH BELOW FINISHED GRADE.

*NOTE: 24" SQ. PAD TO BE CONSTRUCTED INSIDE RESIDENTIAL AREAS.

## 4" TO 16" GATE VALVE DETAIL

N.T.S.




NOTES:

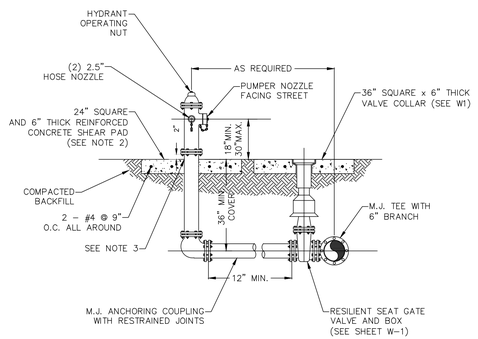
1.) ALL PIPE AND FITTINGS 2" AND SMALLER SHALL BE THREADED SCHEDULE 40 GALVANIZED STEEL OR BRASS.

2.) PROVIDE PROTECTION AGAINST FREEZING, INSULATE OR "HOT BOX".

3.) TWO PIPE SUPPORTS REQUIRED.

## BACK FLOW PREVENTER ASSEMBLY DETAIL

N.T.S.




NOTES:

1.) FIRE HYDRANT SHALL BE SUPPLIED WITHOUT A WEEP HOLE OR WITH A PERMANENTLY PLUGGED WEEP HOLE.

2.) THE SHEAR PAD MAY BE RECESSED UP TO 6 INCHES BELOW FINISHED GRADE.

3.) CLEARANCE BETWEEN BOTTOM OF BOLTS AND TOP OF SHEAR PAD SHALL BE A 6" MINIMUM.

4.) HYDRANT SHALL BE AVK MODEL 2780 NOSTALGIC, AMERICAN DARLING B-84-B, OR US FIRE HYDRANT, MODEL SENTINEL 250 WITH SS VALVE ROD.

5.) A WEATHER SHIELD SHALL BE PROVIDED TO PROTECT OPERATING STEM OR NUT.

6.) THE HYDRANT'S UPPER AND LOWER STEM, BREAK COUPLING, INTERNAL PINS AND CLIPS, AND ALL EXTERNAL BOLTING SHALL BE MANUFACTURED OF STAINLESS STEEL.

## 5-1/4" FIRE HYDRANT ASSEMBLY DETAIL

N.T.S.

JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
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FAX 850.837.2450
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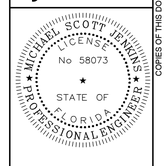


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CITY OF DESTIN

CITY OF DESTIN PICKLEBALL COURTS
DESTIN, FLORIDA

DWU UTILITY DETAILS II

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DESIGNED: MSJ
DRAWN: MPF

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

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1 SPECIFICATION: CLEARING AND GRUBBING

All site Clearing and Grubbing shall be in accordance with section 110 of the "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein. This work shall be performed in the following areas:

- All street rights-of-way.
- All areas where excavation or embankment are to take place.
- Detention areas.

In addition, certain other areas where underground utilities are to be installed are to be cleared and grubbed to the extent necessary to properly install the utilities. Such work shall be incidental to the contract unit price for the utility to be installed.

1.1 SCOPE:

Site clearing work includes, but is not limited to:

- Removal of trees and other vegetation.
- Topsoil stripping.
- Clearing and grubbing.
- Removing above grade improvements.
- Removing below grade improvements.

1.2 JOB CONDITIONS:

Traffic: Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from the Owners and/or Local approving authority.

Clearing and Protection in Construction Areas: Preserve trees 6 inches or larger measured breast height (6"dbh) where possible within construction area.

Protection of Existing Improvements: Provide protection necessary to prevent damage to existing improvements indicated to remain in place.

Protect improvements on adjoining properties and on project site.

Restore damaged improvements to original condition as acceptable to the Owner.

1.3 LIMITATIONS:

Clearing will be limited to the extent necessary to allow for construction of the proposed improvements as a result of:

- Need for access to the project site for construction equipment.
- Essential grade changes.
- Surface water drainage and utility installation.
- Location of driveways, buildings, and required parking.

1.4 CLEARING AND GRUBBING:

Remove trees, shrubs, grass, other vegetation, improvements, or obstructions interfering with the installation of new construction. Removal includes digging out stumps and roots. Do not remove items elsewhere on site or premises unless specifically indicated. Disposal of trees, limbs, stumps, and debris shall be the responsibility of the Contractor.

Strip topsoil to whatever depths encountered to prevent intermingling with underlying subsoil or other objectionable material. Cut heavy growths of grass from areas before stripping.

Stockpile topsoil in storage piles in areas shown or where directed by the Owner. Construct storage piles to freely drain surface water. Cover storage piles if required to prevent windblown dust.

Dispose of unsuitable or excess topsoil same as specified for waste material.

1.5 FILLING:

Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.

Place fill material in horizontal layers not exceeding 6" loose depth, and thoroughly compact to density equal to adjacent ground, unless otherwise shown on the plans.

1.6 REMOVAL OF IMPROVEMENTS:

Remove existing above and below grade improvements and abandoned underground piping or conduit necessary to permit construction and other work.

1.7 DISPOSAL OF WASTE MATERIALS:

No burning of any material, debris, or trash will be allowed.

Remove waste materials from project site on a daily basis, and dispose of off-site in an approved area.

2 SPECIFICATION: EXCAVATION, EMBANKMENT AND SUBGRADE

2.1 EXCAVATION, EMBANKMENT AND SUBGRADE:

Section 120 of the Florida D.O.T. Specification. All subgrade fill material, and the top 12 inches in cut area, shall be compacted to 100 percent of maximum density as determined to AASHTO T-99. The Subgrade Compaction (Stabilization) shall conform to Section 160 of the Florida D.O.T. Specifications. In most cases this will consist of compacting existing cleaned soil. However, it is the Contractor's responsibility to assure that the finished roadbed section meets bearing value requirements, regardless of the quantity of stabilizing materials to be added. One field density test shall be taken for each 5000 square feet or fraction thereof.

Where required subgrade density cannot be obtained, unsuitable material shall be removed so that the road base will be constructed on a minimum of 3 feet of suitable, properly compacted material. This work shall be included in the contract lump sum price for earth excavation.

2.2 SOIL CEMENT BASE:

The detailed specifications of the soil cement base course are to be determined by an independent testing laboratory after testing of the material the Contractor proposes to use. Moisture and cement content will be specified by the laboratory. However, as a guide for bid purposes, estimate 12% cement by weight and include a price reduction schedule if tests show less cement is required. The soil cement mix will be at optimum moisture content, i.e., neither mushy nor dry, but containing sufficient moisture to make a firm case when squeezed in the hand. Water should not appear on the hand when so squeezed. This requires 5 to 6 gallons per square yard but actual quantity of water to be added will depend on latent moisture in the base material. From a practical standpoint, the highest moisture content should be maintained that permits packing and finishing without surface checking, shoving or rutting during compaction and finishing operations.

The freshly compacted and finished soil-cement mix must be adequately cured. An application of bituminous material such as RC-2, MC-3, RT-5 or asphaltic emulsion at a rate of 0.15 to 0.20 gal per square yard is preferred as the curing medium. Waterproof paper or moist hay is acceptable if properly maintained.

2.3 SAND-CLAY BASE COURSE:

The following tests shall be performed prior to placing the material on the roadbed:

| Composition and gradation | Percent of material passing the 10-mesh sieve |
|---|---|
| • Clay (material smaller than 0.005mm) | 8 to 21 |
| • Silt (material from 0.005 to 0.005mm) | 0 to 10 |
| • Combined clay and silt | 8 to 25 |
| • Limerock Bearing Ration Value (LBR) | Of at least 75 |
| • Liquid Limit | Not greater than 25 |
| • Plasticity Index | Not greater than 6 |

The results of these tests shall be submitted to the engineer for approval. The base course shall be compacted to not less than 98 percent of the maximum density as determined by AASHTO T-180. One density test shall be taken for each 5000 square feet or faction thereof.

CONTINUED ON NEXT COLUMN

Note: Sand Clay base material shall not be used in areas where the seasonal high groundwater table is within two (2) feet of the bottom of the base material.

2.4 LIMEROCK BASE COURSE:

Shall be constructed in accordance with Section 200 of the Florida D.O.T. Specifications for Road and Bridge Construction. The material shall meet the requirements of Section 911 of the Specifications. Tests necessary to determine compliance with Section 911 shall be performed prior to placing the material on the subgrade. These tests include:

| Test | Requirement |
|---|---|
| • Liquid Limit | Less than 35 |
| • Plastic Index | Non-Plastic |
| • Gradation | 97% passing 3.5 inch sieve |
| • Limerock Bearing Ratio | Not less than 100 |

The results of these tests shall be submitted to the engineer for approval. After approval of the material, the limerock base course shall be placed in accordance with Section 200. The base course shall be compacted to not less than 98 percent of the maximum density as determined by AASHTO T-180. A minimum of three density tests shall be made on each days compaction operations. More frequent tests shall be made as deemed necessary by the Engineer. The base shall be installed to a compacted thickness as shown on the plans, plus or minus one half inch. Deviations from this specification shall be corrected as indicated in the State Specifications.

2.5 GRADED AGGREGATE BASE COURSE:

Shall comply with the requirements of Section 204 of the Florida D.O.T. Specifications. Tests necessary to determine compliance with Section 204 shall be performed prior to placing the material. These tests include:

- Soundness Loss, Sodium, Sulfate: AASHTO T-104.
- Percent Wear: AASHTO T-96 (Grading A).
- Sieve Analysis.
- Limerock Bearing Ratio Value.

The results of these tests shall be submitted to the engineer for approval. After the approval of the material, the graded aggregate base course shall be placed in accordance with Section 204. The base course shall be compacted to a density of not less than 100 percent of the maximum density as determined by AASHTO T-180. At least three density tests shall be made on each day's final compaction operation of each course, and the density determinations shall be made at more frequent intervals if deemed necessary by the Engineer.

2.6 ASPHALT BASE COURSE:

Shall comply with the requirements of Sections 280, 330, 331 and 916 of the Florida D.O.T. Specifications. The design mix for Asphaltic Base Course Type 3 shall conform to the requirements in Tables 331-1 and 331-2. The minimum Marshall stability shall be 1000 lbs./sq. in. as indicated in Table 331-2. Percent bitumen by weight of total mix: 5.0 (minimum). Two copies each of the actual design mix shall be submitted to the Engineer. Written approval of the Asphalt base course design mix must be obtained from the engineer prior to commencing base course construction. Once the design mix has been approved by the engineer, sieve analysis tolerances indicated in Table 331-5 are allowable during construction. If sieve analysis values fall outside these tolerances, design mix must be resubmitted for acceptance. After the approval of the mix design, the Asphalt base course shall be placed in accordance with Section 280 and compacted in accordance with Section 330-10.

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

3 SPECIFICATION: ASPHALT CONCRETE PAVING

3.1 SCOPE:

This section includes materials and work required for installation of flexible asphaltic concrete pavement for parking and drive areas shown on the plans.

3.2 APPLICABLE PUBLICATIONS:

The publications listed below form a part of this specification to the extent referenced. The publications shall be the most current issue and are referred to in the text by the basic designation only. The following are minimum requirements and shall govern except that all local, state, and/or federal codes and ordinances shall govern when their requirements are in excess hereof. All asphalt construction shall be in accordance with applicable sections of the "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein.

Florida Department of Transportation Specifications:

| | |
|---|---|
| • Section 901 | Course Aggregate |
| • Section 902 | Fine Aggregate |
| • Section 916 | Bituminous Materials |
| • Section 917 | Mineral Filler |
| • Section 300 | Bituminous Treatments, Surface Courses and Concrete Pavement |
| • Section 331 | Type S Asphalt Concrete |

American Society for Testing and Materials (ASTM) Publications:

| | |
|---|---|
| • D 1557 | Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb (4.54 kg) Rammer and 18-in. (457mm) Drop. |
| • D 1557 | Marshall Stability Mix Design |

3.3 SUBMITTALS:

Asphalt Design Mix: Before any asphalt surface is constructed, submit two copies of each of the actual design mix to the Engineer and Owner.

Written approval of the asphaltic concrete design mix must be obtained from the Engineer and Owner prior to commencing asphalt pavement construction.

Material Certificates: Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds specified requirements.

Asphalt extraction tests.

Aggregate gradation tests.

Marshall stability tests.

3.4 JOB CONDITIONS:

Weather limitations: Apply prime and tack coats when ambient temperature is above 40 degrees, and when temperature has not been below 35 degrees for 12 hours prior to application. Do not apply when base is wet or contains excess moisture.

3.5 MATERIALS:

Mineral Filler: Rock dust, hydraulic cement, or other inert material complying with Section 917 of the Florida D.O.T. Specification.

Asphalt Cement: The bituminous material shall be AC-20, viscosity grade and comply with Section 916 of the Florida D.O.T. Specification.

Course Aggregate: Comply with Section 901 of the Florida D.O.T. Specification.

Fine Aggregate: Comply with Section 902 of the Florida D.O.T. Specification.

Prime Coat and Tack Coat: The bituminous material for the Prime Coat shall be MC-70. The bituminous material for the Tack Coat shall be AC-20, or Emulsified asphalt, grade RS-2 and comply with the requirements in Section 300 and 916 of the Florida D.O.T. Specifications.

Asphaltic Concrete Design Mixes: Asphalt shall conform to the requirements for Type S Asphalt as indicated in Section 331 of the Florida D.O.T. Specifications.

Mix shall be within sieve analysis and bitumen range given in Section 331 of the Florida D.O.T. Specifications.

Minimum Marshall stability shall be in 1500 lbs./sq. in. as indicated in Table 331-2 of the Florida D.O.T. Specifications.

Percent bitumen by weight of total weight mix: 5.0 - 8.5.

CONTINUED ON NEXT COLUMN

Once design mix has been accepted by Engineer and Owner, sieve analysis tolerances indicated in Table 331-5 are allowable during construction. If sieve analysis values fall outside these tolerances, design mix must be resubmitted for acceptance.

Provide asphalt-aggregate mixture as recommended by local or state paving authorities to suit project conditions. Use locally available materials and graduations which meet Florida D.O.T. Specifications and exhibit satisfactory record on previous installations.

3.6 BASE COURSE PREPARATION:

Prior to construction of the base course, the top 12 inches of subgrade shall be compacted to a minimum soil density of 98% of the Modified Proctor Test Density (ASTM 1557). The subgrade shall be sterilized by a borate or chlorate sterilant containing not less than 25% sodium chlorate and shall be mixed thoroughly with water at the rate of 1-1/2 lbs. of sterilant per gallon of water. The sterilant shall be applied evenly at the rate of 0.2 gallons per square yard to subgrades that are less than 12" below original grades. If prepared base course will not be immediately covered with asphalt on the same day and wind-blown seeds will contaminate the base course surface, the sterilants shall be applied to the base course contaminate the base course.

Remove loose material from compacted base material surface immediately before applying prime coat.

Proof roll prepared base material surface to ensure unstable areas have been corrected and are ready to receive paving.

Prime Coat:

- Apply bituminous prime coat to base material surfaces where asphaltic concrete paving will be constructed.
- Apply bituminous prime coat in accordance with Section 300 of Florida D.O.T. Specifications.
- Apply at minimum rate of not less than 0.15 gal./sq. yd. over compacted base material. Apply material to penetrate and seal, but not flood, surface.
- Cure and dry as long as necessay to attain penetration and evaporation of volatile.

Tack Coat:

- Tack coat shall be applied in accordance with Section 300 of Florida D.O.T. Specifications. Apply to contact surfaces of previously constructed asphalt or portland cement and concrete and surfaces abutting or projecting into asphalt concrete pavement.
- Apply tack coat to full depth asphalt base course and sand asphalt base course. Apply emulsified asphalt tack coat between each lift or later of full depth asphalt and sand asphalt bases and on surface of such bases where asphaltic concrete paving will be constructed.
- Distribute at rate of 0.08 ga./sq. yd. of surface.
- Allow to dry until at proper condition to receive paving.

3.7 PLACING ASPHALT MIX:

Place asphalt concrete mixture on prepared surface, spread, and strike off. Spread mixture at the following minimum temperatures:

- When ambient temperature is between 40 degrees F and 50 degrees F: 285 degrees F.
- When ambient temperature is between 50 degrees F and 60 degrees F: 280 degrees F.
- When ambient temperature is higher than 60 degrees F: 275 degrees F.

Place inaccessible and small areas by hand. Place each course to required grade, cross-section, and compacted thickness.

Paver Placing:

- Place in strips not less than 10'-0" wide, unless otherwise acceptable to the Contracting Officer.
- After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips.

Joints:

- Construct joints between old and new pavements as detailed in the plans.
- Joints between successive days work shall be constructed to ensure continuous bond between adjoining work.
- Construct joints to have same texture, density, and smoothness as other sections of asphalt concrete course.
- Clean contact surfaces and apply tack coat.

3.8 COMPACTION:

Each lift of asphalt shall be compacted to a minimum of 98% of the Marshall test ASTM D1559. Begin rolling when mixture will bear roller weight without excessive displacement. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.

Breakdown Rolling:

- Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge.
- Check surface after breakdown rolling, and repair displaced areas by loosening and filling, if required, with hot material.
- Second Rolling:
- Follow breakdown rolling as soon as possible, while mixture is hot.
- Continue second rolling until mixture has been thoroughly compacted.

Finish Rolling:

- Perform finish rolling while mixture is still warm enough for removal of roller marks.
- Continue rolling until roller marks are eliminated and course has attained maximum density.

Patching:

- Remove and replace paving areas mixed with foreign materials and defective areas.
- Cut out such areas and fill with fresh, hot asphalt concrete.
- Compact by rolling to maximum surface density and smoothness.

Protection:

- After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.9 FIELD QUALITY CONTROL:

An independent Testing Laboratory, selected and paid by the contractor shall be retained to perform construction testing of in-place asphalt courses for Asphalt Extraction, Aggregate gradation, Marshall Stability, thickness and surface smoothness.

Thickness: In-place compacted thickness shall not be less than thickness specified on the drawings.

Surface Smoothness: Testing shall be performed on the finished surface of each asphalt concrete course for smoothness, using 10-0" straightedge applied parallel with, and at right angles to centerline of paved area. The variation of the surface from the edge of the straight edge between any two contact points shall not exceed 1/4". Check surface areas at intervals necessary to eliminate ponding areas. Repair or remove and replace unacceptable paving as directed by the Contracting Officer.

Asphalt content, Aggregate gradation, and Marshall Stability shall be as specified in Section 331 of the Florida D.O.T. Specifications.

4 SPECIFICATION: PORTLAND CEMENT CONCRETE PAVING

4.1 SCOPE:

This section includes sidewalks, curbs, and miscellaneous concrete pavement.

4.2 APPLICABLE PUBLICATIONS:

The publications listed below form a part of this specification to the extent referenced. The publications shall be the most current issue and are referred to in the text by the basic designation only. The following are minimum requirements and shall govern except that all local, state, and/or federal codes and ordinances shall govern when their requirements are in excess hereof. All concrete construction shall be in accordance with applicable sections of the "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein.

Florida Department of Transportation Specifications:

| | |
|---|---|
| • Section 345 | Portland Cement Concrete |
| • Section 350 | Cement Concrete Pavement |
| • Section 520 | Concrete Gutter, Curb Elements and Traffic Separator |
| • Section 931 | Metal Accessory Materials for Concrete Pavement and Concrete Structures |

American Society for Testing and Materials (ASTM) Publications:

| | |
|---|---|
| • A 615 | Deformed and Plain Billet Steel Bars for Concrete Reinforcement |
| • D 1557 | Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb. (4.54 kg) Rammer and 18-in. (457mm) Drop. |
| • D 1751 | Preformed Expansion Joint Filler for Concrete Paving and Structural Construction. (Nonextruding and Resilient Bituminous Types) |

4.3 SUBMITTALS:

Material Certifications: Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

4.4 MATERIALS:

Forms:

- Steel, wood, or other suitable material of size and strength to retain horizontal and vertical alignment until removed. Use straight forms, free of distortion and defects.
- Use flexible spring steel forms or laminated boards to form radius bends as required.

Form Release Agent:

- Coat forms with nonstaining type coating that will not discolor or deface surface of concrete.

Welded Wire Mesh:

- Welded plain cold-drawn steel wire fabric. Furnish in flat sheets, not rolls, unless otherwise acceptable to Contracting Officer. Welded wire mesh shall be free from rust, dirt, foreign matter and shall not be stored directly on the ground. Wire fabric shall comply with Sections 931 of the Florida D.O.T. Specifications.

Reinforcing Bars:

- Deformed steel bars, ASTM A 615, Grade 40. Reinforcing bars shall be free from rust, dirt, foreign matter and shall not be stored directly on the ground. Deformed steel bars shall comply with Section 931 of the Florida D.O.T. Specifications.

Concrete Materials:

- Comply with requirements of Sections 345 and 350 of the Florida D.O.T. Specifications for concrete materials, admixture, bonding materials, curing materials, and others as required.

Joint Fillers:

- Resilient premolded bituminous impregnated fiberboard units complying with ASTM D 1751. Joint fillers shall comply with Section 932 of the Florida D.O.T. Specifications.

4.5 MIXING:

Design mix to produce normal weight concrete consisting of Portland cement, aggregate, water-reducing or high-range water reducing admixture (super-plasticizer), air-entraining admixture and water to produce following properties:

- Compressive Strength: Minimum 3,000 psi for curb and walkways and 4,000 psi for pavement, at 28 days. In addition, concrete for pavement shall have a minimum modulus of rupture of 600 psi.
- Slump Range: 3" - 5".
- Air Content: 3% to 6%.

4.6 PREPARATION:

Surface Preparation:

- Remove loose material from compacted base material surface immediately before placing concrete.
- Compact the top 12 inches of subgrade to a minimum soil density of 98% for the Modified Proctor Test (ASTM D 1557) to result in a minimum modulus of subgrade reaction (k) of 150 psi/in. Proof-roll prepared base material surface to check for unstable areas. The paving work shall begin after the unsuitable areas have been corrected and are ready to receive paving. Compaction testing for the base material shall be completed prior to the placement of the paving.

4.7 CONCRETE INSTALLATION:

Form Construction:

- Set forms to required grades and lines, rigidly braces and secured. Install sufficient quantity of forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.
- Check completed formwork for grade and alignment to following tolerances:
- Top of forms not more than 1/8" in 10'-0".
- Vertical face on longitudinal axis, not more than 1/4" in 10'-0".
- Clean forms after each use, and coat with form release agent as often as required to ensure separation from concrete without damage.

Reinforcement:

- Locate, place, and support reinforcement to ensure compliance with plans.

Concrete Placement:

- Comply with requirements of Sections 345, 350, and 520 of Florida D.O.T. Specifications for mixing and placing concrete.

Do not place concrete until base material and forms have been checked for line and grade. Moisten base material if required to provide uniform dampened condition at time concrete is placed. Concrete shall not be placed around manholes or other structures until they are at the required finish elevation and alignment.

Place concrete using methods, which prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Consolidate with care to prevent dislocation of reinforcing, dowels, and joint devices.

Deposit and spread concrete in continuous operation between transverse joints, as far as possible. If interrupted for more than 1/2 hour place construction joint.

Curbs and Gutters:

Automatic machine may be used for curb and gutter placement at Contractor's option. Machine placement must produce curbs and gutters to required cross section, lines, grades, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete as specified.

4.8 JOINT CONSTRUCTION:

Construct expansion, weakened-plane (Contraction), and construction joints true-to-line with face perpendicular to surface of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.

Weakened-Plane (Contraction) Joints:

- Provide weakened-plane (contraction) joints, sectioning concrete into areas at 15'-0" o.c. maximum each way.
- Sidewalks shall have contraction joints at 5'-0" o.c.
- Construct weakened-plane joints for depth equal to at least 1/4 concrete thickness.

Tooled Joints:

Form weakened-plane joints in fresh concrete by grooving top portion with recommended cutting tool and finishing edges with jointer.

CONTINUED ON NEXT SHEET

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MICHAEL SCOTT JENKINS LICENSE No 58073 STATE OF FLORIDA PROFESSIONAL ENGINEER

M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

| REV | DATE | DESCRIPTION | BY |
|---|---|---|---|
| 3 | 5/15/2024 | REVISIONS PER CITY 100% REVIEW | MPF |

CITY OF DESTIN

CITY OF DESTIN PICKLEBALL COURTS
DESTIN, FLORIDA

SPECIFICATIONS I

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Construction Joints:

Plan concrete placement such that construction joints fall at expansion joints as detailed in the plans.

Expansion Joints:

Provide premolded 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 eqaual 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 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 pressed steel or malleable iron to suit gate size, non-lift-off type. Hinges shall be offset to permit 180 degrees opening. Provide one (1) pair of hinges per lead.

Latch shall be forked type to permit operation from either side with provisions to lock both sides with padlock.

5.3 ACCEPTABLE MANUFACTURERS:

Cyclone Fence, Page Fence, and Hackney Corporation.

6 SPECIFICATION: TRAFFIC STRIPING AND PAINTING

The Contractor shall paint traffic striping as shown on the plans. The following are minimum requirements and shall govern except that all local, state and/or federal codes and ordinances shall govern when their requirements are in excess hereof. All traffic striping and painting shall be in accordance with Sections 710 and 971 of the "Florida Department of Transportation Roadway and Traffic Design Standards".

6.1 MATERIAL CERTIFICATES:

CONTINUED ON NEXT COLUMN

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 | ASTM D-2241 |
| • Polyethylene pipe 160 psi, SDR 9 | ASTM D-3350 & ASTM D-2239 |
| • Polyethylene tubing 200 psi, SDR 9 | ASTM D-3350 & ASTM D-2737 |

Piping greater than 4 inches in diameter:

| | |
|---|---|
| • Polyvinyl Chloride (PVC) 150 psi | AWWA C-900 (DR 18) |
| • Ductile Iron (Class 50) | ANSI A21.51 |

Joints for PVC pipes:
- Joints shall comply with ASTM D-3139
- No solvent cements or toxic lubricant will be allowed.
- Expansion capability will be provided.

Joints for Ductile Iron pipes:
- Joints shall comply with AWWA C-153 or AWWA C-110

Gate Valves:
- Valves shall comply with AWWA C-509
- 200 psi iron body, bronze mounted, non-rising stems with square operating nuts and a suitable valve box.

7.2 INSTALLATION:

Shall comply with all local, state and federal regulations. The Contractor shall provide proper facilities for handling and laying pipe and accessories. No pipe will be laid in unsuitable weather or in water. The Contractor will verify all field dimensions with the design Engineer (including Field Stake-Out) prior to commencing work. The Contractor shall notify the Engineer at 24 hours prior to installing any portion of the water main distribution system. He shall also stake all service connections and provide as-built dimensions to the Engineer. Connections to the existing system shall be coordinated with the Utility Company. Minimal service interruption shall occur and traffic safeguards shall be taken.

The Contractor shall conduct hydrostatic pressure and leakage tests as follows: Apply 150 psi or 150% of the working pressure whichever is greater to the test line. 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 pumper nozzle, designed for 150 lbs working pressure or 300 lbs hydrostatic pressure and shall conform to the latest specifications of the AWWA All working parts shal 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 alkyd paint conforming to Steel Structures Painting Council

CONTINUED ON NEXT COLUMN

SSPC-paint 21. Fire hydrants shall be painted in accordance with NFPA 291, Recommended Practice For Fire Flow Testing and Marking of Hydrants.

8 SPECIFICATION: SANITARY SEWER SYSTEM

The Contractor shall provide and install all gravity sewer material shown on the drawings and in this specification. In addition, he shall obtain all permits and conduct all tests required by local, state and federal authorities and as specified on these drawings.

8.1 MATERIALS:

All materials and equipment incorporated in the work shall be new, clean, and free of visual defects unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements may be considered defective.

Piping:

| | |
|---|---|
| • PVC Gravity Sewer | ASTM D-3034, SDR-35 |
| • Ductile Iron Pipe (D.I.P.) | ANSI A21.51 |
| • PVC Force Mains (160 psi) | ASTM D-1784 and D-2241 |

Joints:

| | |
|---|---|
| • PVC, Rubber Ring | ASTM D-1869 |
| • D.I.P. Joints, Rubber Gasket | ANSI A21.11 |

NOTE: ALL JOINTS TO BE BELL AND SPIGOT TYPE.

Concrete:

| | |
|---|---|
| • Poured or Pre-cast | 4000 psi at 28 days |

8.2 INSTALLATION:

Shall comply with all local, state and federal regulations. The Contractor shall provide proper facilities for handling and laying pipe and accessories. Trenches shall be properly prepared; pipe shall be supported over its full length and bell holes hand dug as required. No pipe will be laid in unsuitable weather or in water. The Contractor will verify all field dimensions and report all discrepancies (including field stake-out) prior to commencing work. The contractor shall notify the Engineer at least 24 hours prior to installing any portion of the sanitary sewer system. He shall also stake all service connections and provide as-built dimensions to the Engineer. Manholes, cleanouts and the like shall be located, built and sized as shown on these drawings. Connections with existing sewer systems shall be coordinated by the Contractor with the utility company.

A minimum separation of 10 ft. horizontal measured outside to outside and 18 inches vertical is required between sanitary sewer lines and all water lines.

When trench excavation depth exceeds five feet, the Contractor shall provide trench protection (shields, sloping, shoring, etc.) and shall comply with OSHA Standard 29 CFR, Section 1926.650 Subpart 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 work "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. A shop drawing of the manhole frame and cover must be approved by the Engineer for all covers and frames furnished on the project.

Water-Proofing: Both concrete and pre-cast sections below grade shall be painted on the outside with either two coats of bitumastic paint or a heavy layer of emulsified asphalt to water-proof completely. Manholes shall be inspected for water tightness prior to being placed in service. All incoming and outcoming sewer lines shall be plugged and the manhole filled with water to a level to create a minimum positive head of two feet or above the highest section joint. If the water level drop exceeds 1/8" per vertical foot of manhole depth in 5 minutes, the manhole shall have failed the test.

8.6 GENERAL:

Grout all riser joints and entry pipes.
Provide neat cement seals for pre-cast units.
Minimum radius allowed is 20 inches.
Invert grouting shall be uniform and smooth-sloped to center line of pipe.

Note: Roof drains, foundation drains and all other clean water connections to the sanitary sewer system are prohibited.

9 SPECIFICATION: STORM SEWER SYSTEM

The Contractor shall provide and install all storm sewer material shown on the drawings and in this specification. In addition, he shall obtain all permits and conduct all tests required by local, state and federal authorities and as specified.

CONTINUED ON NEXT COLUMN

9.1 MATERIALS:

All materials and equipment incorporated in the work shall be new, clean, and free of visual defects unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements may be considered defective.

Corrugated Polyethylene Pipe: Shall comply with section 948 of the latest edition "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein. Pipes 12 inches to 24 inches in diameter shall comply with ASTM F-405 and ASTM F-667. Joints shall be by means of 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.

Staked 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 REMAINED ON SITE.

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MICHAEL SCOTT JENKINS LICENSE No 58073 STATE OF FLORIDA PROFESSIONAL ENGINEER

M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

| REV | DATE | DESCRIPTION | BY |
|---|---|---|---|
| 3 | 5/15/2024 | REVISIONS PER CITY 100% REVIEW | MPF |

CITY OF DESTIN

CITY OF DESTIN PICKLEBALL COURTS
DESTIN, FLORIDA

SPECIFICATIONS II
NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

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

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# ELECTRICAL GENERAL NOTES

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.

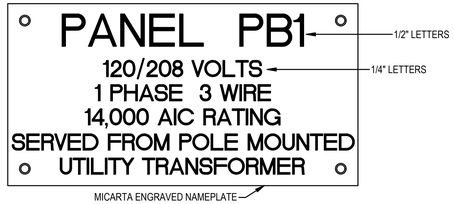
H. THE ELECTRICAL WORK SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER. ALL NOT SO INSTALLED SHALL BE REMOVED AND REPLACED AT NO COST TO THE OWNER.

I. ALL WORK SHALL BE INSTALLED IN CONCEALED TYPE CONSTRUCTION. UNDERGROUND CONDUITS UP TO FIRST BOX IN CONCEALED CONSTRUCTION MAY BE SCH.40 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.




TYPICAL ELECTRICAL EQUIPMENT NAMEPLATE

NOT TO SCALE

# ELECTRICAL LEGEND

A–1 'B' — 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 (2#12 & 1#12 GND-1/2"C)

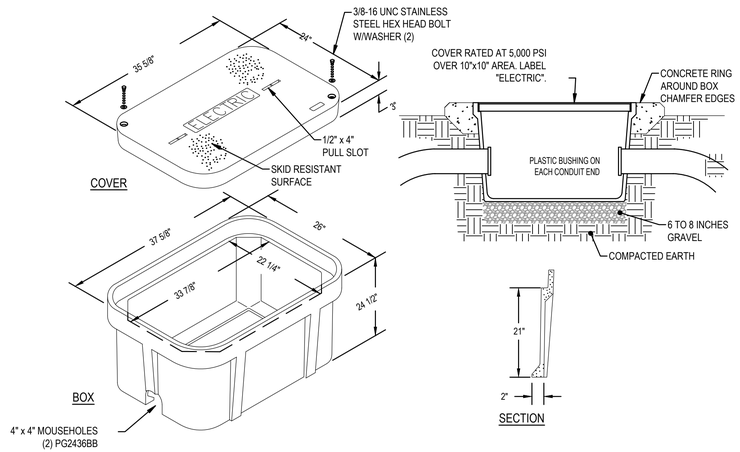
POLE MOUNTED FIXTURE

S — 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

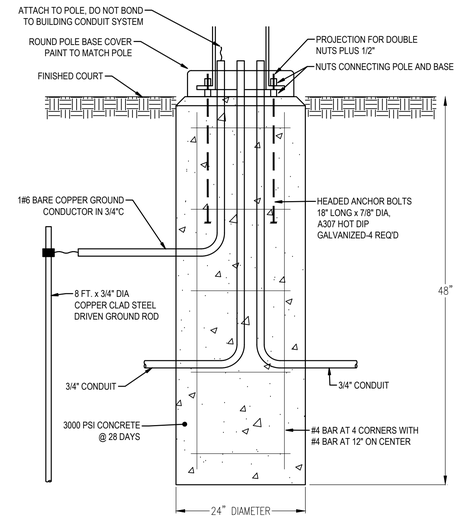
RACEWAY INSTALLED CONCEALED IN WALLS AND/OR ABOVE CEILING

RACEWAY INSTALLED CONCEALED IN FLOOR SLAB AND/OR BELOW GRADE




ELECTRICAL PULLBOX DETAIL

NOT TO SCALE




POLE INSTALLATION DETAIL

NOT TO SCALE

## POLE LIGHTING FIXTURE SCHEDULE

| DESIGNATION | | HEADS | | | | | | | | | | | | MOUNTING ARMS | | POLE | | | NOTES |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| TAG | SYMBOL | NUMBER OF HEADS PER POLE | TOTAL NUMBER OF POLES | MANUFACTURER | CATALOG NUMBER | CONNECTED VOLTAGE | (VA) PER HEAD | TOTAL (VA) | LUMENS PER HEAD | TOTAL LUMENS | CRI | CCT | MOUNTING | DESCRIPTION | CATALOG NUMBER | DESCRIPTION | MANUFACTURER | POLE CATALOG NUMBER | POLE HEIGHT | |
| PL | | 1 | 28 | VISIONAIRE | BLX-II-3-T4T-96LC-7-4K-UNV-KMTA-(FINISH)-(OPTIONS)-DS | 240 | 213 | 213 | 29148 | 29148 | 70 | 4000K | KNUCKLE | SINGLE HEAD TYPE WITH KNUCKLE MOUNT | TNS101-4-S1-3-(FINISH) | TENNIS COURT SINGLE MOUNTING ARM | VALMONT | R-220845805T4-PD-(FINISH) | 23'-0"(23'-0" AFG) | 1,2 |
| PL2 | | 2 | 6 | VISIONAIRE | BLX-II-3-T4T-96LC-7-4K-UNV-KMTA-(FINISH)-(OPTIONS)-DS | 240 | 213 | 426 | 29148 | 58296 | 70 | 4000K | KNUCKLE | DUAL HEAD TYPE WITH KNUCKLE MOUNT | TNS101-4-D2-3-(FINISH) | TENNIS COURT DOUBLE MOUNTING ARM | VALMONT | R-220845805T4-PD-(FINISH) | 23'-0"(23'-0" AFG) | 1,2 |
| PLA | | 1 | 4 | VISIONAIRE | BLX-II-3-T4-96LC-7-4K-UNV-KMTA-(TG)-(OPTIONS)-DS | 240 | 121 | 121 | 24450 | 24450 | 70 | 4000K | KNUCKLE | SINGLE HEAD TYPE WITH KNUCKLE MOUNT | TNS101-4-S1-3-(FINISH) | TENNIS COURT SINGLE MOUNTING ARM | VALMONT | R-220845805T4-PD-(FINISH) | 23'-0"(23'-0" AFG) | 1,2 |
| PLA2 | | 2 | 2 | VISIONAIRE | BLX-II-3-T4-96LC-7-4K-UNV-KMTA-(TG)-(OPTIONS)-DS | 240 | 121 | 242 | 24450 | 48900 | 70 | 4000K | KNUCKLE | DUAL HEAD TYPE WITH KNUCKLE MOUNT | TNS101-4-D2-3-(FINISH) | TENNIS COURT DOUBLE MOUNTING ARM | VALMONT | R-220845805T4-PD-(FINISH) | 23'-0"(23'-0" AFG) | 1,2 |
| PT | | 1 | 6 | VISIONAIRE | BLX-II-6-T4T-192LC-10-4K-UNV-KMTA-(FINISH)-(OPTIONS)-DS | 240 | 659 | 659 | 80464 | 80464 | 70 | 4000K | KNUCKLE | SINGLE HEAD TYPE WITH KNUCKLE MOUNT | TNS101-4-S1-3-(FINISH) | TENNIS COURT SINGLE MOUNTING ARM | VALMONT | R-220845805T4-PD-(FINISH) | 23'-0"(23'-0" AFG) | 1,2 |
| PT2 | | 2 | 3 | VISIONAIRE | BLX-II-6-T4T-192LC-10-4K-UNV-KMTA-(FINISH)-(OPTIONS)-DS | 240 | 659 | 1318 | 80464 | 160928 | 70 | 4000K | KNUCKLE | DUAL HEAD TYPE WITH KNUCKLE MOUNT | TNS101-4-D2-3-(FINISH) | TENNIS COURT DOUBLE MOUNTING ARM | VALMONT | R-220845805T4-PD-(FINISH) | 23'-0"(23'-0" AFG) | 1,2 |
| EX | | 2 | 3 | EXISTING | EXISTING | | | | | | | | | | | | | | | |
| EX | | 1 | 3 | EXISTING | EXISTING | | | | | | | | | | | | | | | |

### 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

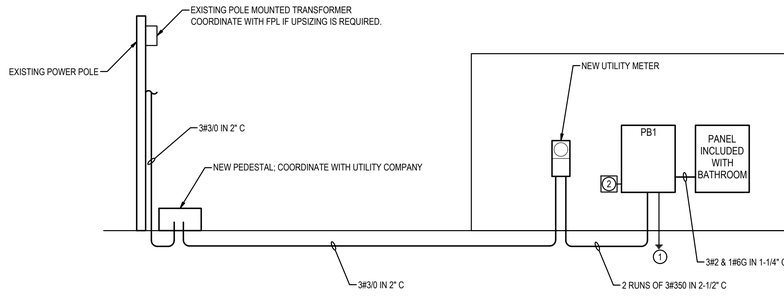
## NEW POWER PANEL

**PB1**

**SYSTEM** 240/120V 1Φ 3W
**RATING** 200A M.C.B. 22,000 AIC MINIMUM
**ENCLOSURE** NEMA 3R SURFACE MOUNT
**OPTIONS** BOLT ON BREAKERS; SERVIVE ENTRANCE RATED

| CKT # | SERVING | CKT BKR TRIP | CKT BKR POLE | CONNECTED LOAD (VA) | | CKT BKR POLE | CKT BKR TRIP | SERVING | CKT # |
|---|---|---|---|---|---|---|---|---|---|
| 1 | PICKLEBALL COURT I LIGHTS | 20 | 2 | 2512 | 3066 | 2 | 100 | PRE-FAB BATHROOM PANEL | 2 |
| 3 | | - | - | - | - | - | - | | 4 |
| 5 | PICKLEBALL COURT LIGHTS | 20 | 2 | 1704 | 1704 | 2 | 20 | PICKLEBALL COURT LIGHTS | 6 |
| 7 | — | - | - | - | - | - | - | — | 8 |
| 9 | PICKLEBALL COURT LIGHTS | 20 | 2 | 1704 | 1704 | 2 | 20 | PICKLEBALL COURT LIGHTS | 10 |
| 11 | — | - | - | - | - | - | - | — | 12 |
| 13 | MULTI-USE COURT LIGHTS | 20 | 2 | 2636 | 2636 | 2 | 20 | MULTI-USE COURT LIGHTS | 14 |
| 15 | — | - | - | - | - | - | - | — | 16 |
| 17 | MULTI-USE COURT LIGHTS | 20 | 2 | 2636 | 769 | 2 | 20 | PARKING LOT LIGHTS | 18 |
| 19 | — | - | - | - | - | - | - | — | 20 |
| 21 | GRINDER PUMP | 30 | 2 | 3600 | - | 1 | 20 | SPARE | 22 |
| 23 | — | - | - | - | - | 1 | 20 | SPARE | 24 |
| 25 | SPARE | 20 | 1 | - | - | 1 | 20 | SPARE | 26 |
| 27 | SPARE | 20 | 1 | - | - | 2 | 30 | SURGE PROTECTIVE DEVICE | 28 |
| 29 | SPARE | 20 | 1 | - | - | - | - | — | 30 |

**TOTAL CONNECTED LOAD =** 24671 VA / 240 = 102.8 A




POWER RISER

## KEYNOTES

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, 1#10 GND IN 3/4"C; LEAD LENGTH CANNOT EXCEED UL 1449 4TH EDITION TEST OF 14" - REFER TO SPECS. PROVIDE INTERNAL 60A. FUSING.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CITY OF DESTIN

CITY OF DESTIN PICKLEBALL COURTS
CITY OF DESTIN
LEGEND AND NOTES

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| | |
|---|---|
| JOB: | 22014 |
| DATE: | 08-2024 |
| DESIGNED: | CP |
| DRAWN: | CP |

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


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Fort Walton Beach, Florida, 32548
E-mail: office@hgengineers.com
Ph: 850.243.6723
FL Authorization No.0000680
Christopher A. Garick; FL. PE No.53924
Thomas A. Alexander; FL. PE No.73172
Daniel J. White; FL. PE No.73790
Caleb W. Leonard; FL. PE No.91782


24049 Job No.


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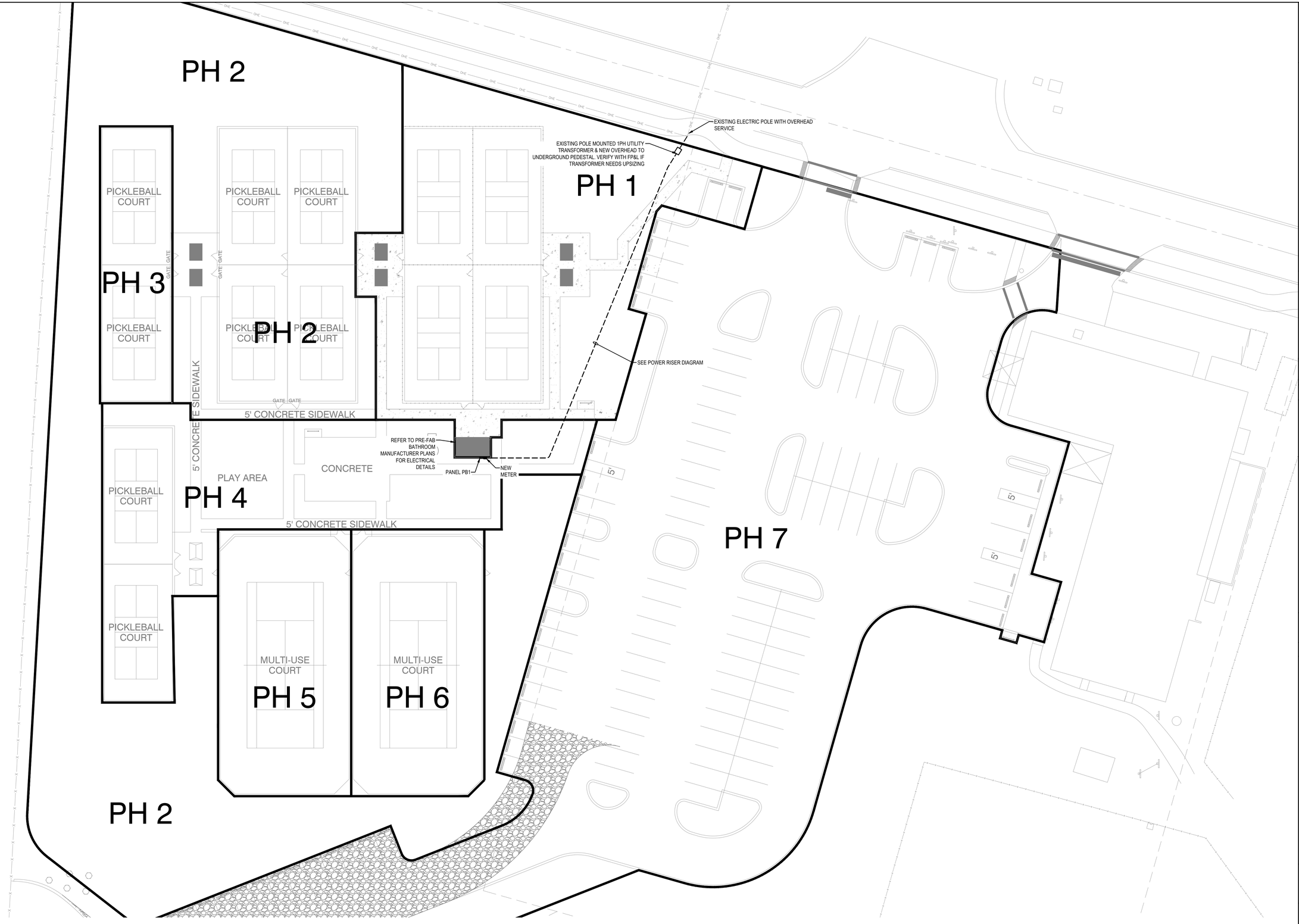


## ELECTRICAL SITE PLAN

1" = 20'-0"

0 10' 20' 40'

N

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CITY OF DESTIN PICKLEBALL COURTS

CITY OF DESTIN

ELECTRICAL SITE PLAN

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| | |
|---|---|
| JOB: | 22014 |
| DATE: | 08-2024 |
| DESIGNED: | CP |
| DRAWN: | CP |

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

DRAWING NUMBER
02 OF 05

SHEET NUMBER
E02

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Christopher A. Garick; FL. PE No.53924
Thomas A. Alexander; FL. PE No.73172
Daniel J. White; FL. PE No.73790
Caleb W. Leonard; FL. PE No.91782

24049
Job No.

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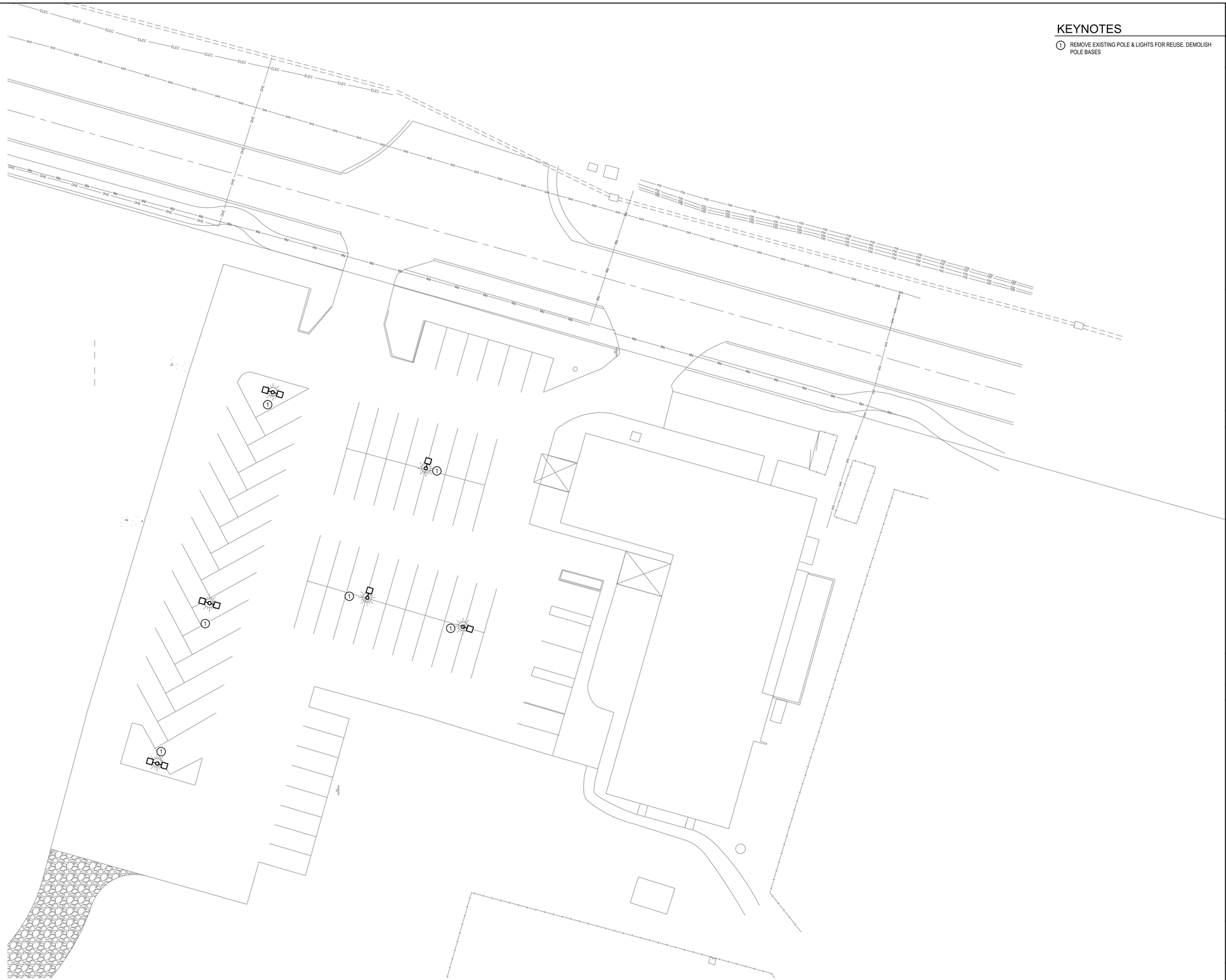
## KEYNOTES

1. REMOVE EXISTING POLE & LIGHTS FOR REUSE. DEMOLISH POLE BASES




ELECTRICAL SITE DEMO

1" = 20'-0"

0 10' 20' 40'

N


JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450
JEICIVIL.COM



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| 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
0 1"
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
03 OF 05

SHEET NUMBER
E03


HG Engineers
142 Eglin Parkway SE
Fort Walton Beach, Florida, 32548
E-mail: office@hgengineers.com
Ph: 850.243.6723
FL Authorization No.0000680
Christopher A. Garick; FL. PE No.53924
Thomas A. Alexander; FL. PE No.73172
Daniel J. White; FL. PE No.73790
Caleb W. Leonard; FL. PE No.91782


24049 Job No.


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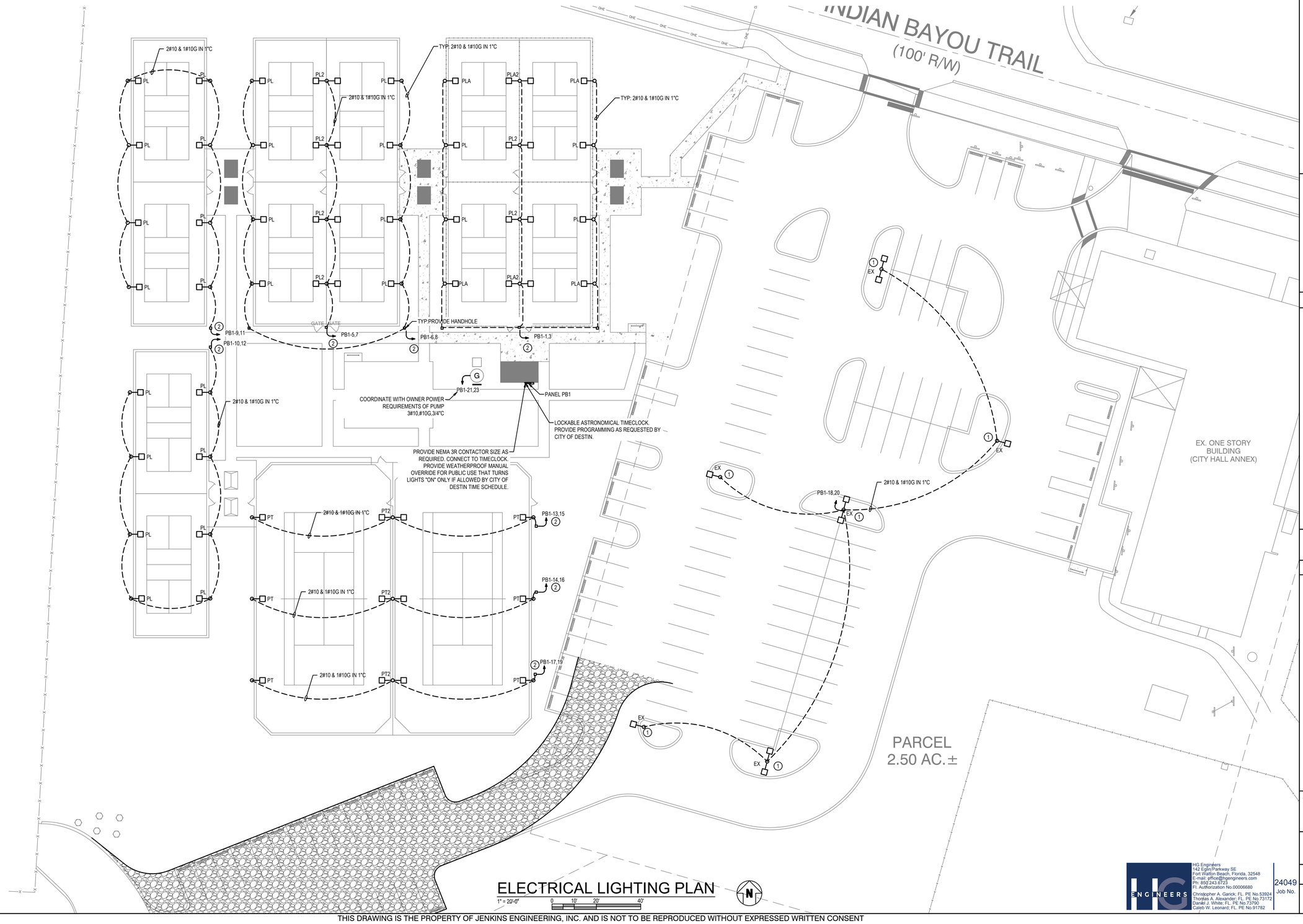
File: J:\Current Jobs\Jobs 24\24049 - City of Destin Pickleball Courts Lighting & Electrical Ph2\7-Drawings\WorkingSet\Sheets\E02 ELECTRICAL SITE PLAN.dwg - Last Saved: 8/13/2024 3:33 PM by Jthornsby

## KEYNOTES

1. REUSE EXISTING POLE & LIGHTS. PROVIDE NEW POLE BASE. PROVIDE NEW PHOTOCELL ADJACENT TO RESTROOM BUILDING FOR DUSK / DAWN CONTROL.
2. HOMERUN VIA CONTACTOR / TIME CLOCK.




## ELECTRICAL LIGHTING PLAN

1" = 20'-0"

0 10' 20' 40'

N


JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
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| REV | DATE | DESCRIPTION | BY |
|---|---|---|---|

CITY OF DESTIN

CITY OF DESTIN PICKLEBALL COURTS

CITY OF DESTIN

ELECTRICAL LIGHTING PLAN

NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

JOB: 22014
DATE: 08-2024
DESIGNED: CP
DRAWN: CP

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


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.53924
Thomas A. Alexander, FL. PE No.73172
Daniel J. White, FL. PE No.73790
Caleb W. Leonard, FL. PE No.91782


24049 Job No.


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# PHOTOMETRIC PLAN

1" = 20'-0"

0 10' 20' 40'

JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450
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| BY | DESCRIPTION | REV | DATE |
|---|---|---|---|
| | | | |

CITY OF DESTIN

CITY OF DESTIN PICKLEBALL COURTS
CITY OF DESTIN
PHOTOMETRIC PLAN
NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

| | |
|---|---|
| JOB: | 22014 |
| DATE: | 08-2024 |
| DESIGNED: | CP |
| DRAWN: | CP |

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

DRAWING NUMBER
05 OF 05

SHEET NUMBER
E05

HG Engineers
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24049
Job No.

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File: J:\Current Jobs\Jobs 24\24049 - City of Destin Pickleball Courts Lighting & Electrical Ph2\7\Drawings\Working\Set\Sheets\E02 ELECTRICAL SITE PLAN.dwg - Last Saved: 8/13/2024 3:53 PM by JHornsby

BGN CONTRACTORS

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

BGN CONTRACTORS

25 West Oak Ave | Panama City, FL 32401

**RFB No. 25-02-REC – Annex Pickleball Court (Phase 1A-B) Project**

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b) Table of Contents

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- 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

BGN CONTRACTORS

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



| 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

Submitted By:

Name: **Monty Oliva**

Address: **25 W. Oak Avenue**

City, State, Zip: **Panama City, FL, 32401**

Telephone No.: **850-728-1254**

Email: **moliva@bgncontractors.com**

| Check One | |
|---|---|
| Corporation | |
| Partnership | x |
| Individual | |
| Other | |

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:

| | | Revenue Index Number |
|---|---|---|
| a. | Government Related Work | 7 |
| b. | Non-Governmental Related Work | 6 |
| | ***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 |
|---|---|---|
| Cadence Bank \| 101 W 23rd Street Panama City, FL 32405 \| 850-814-6616 | | |

16. What will be your turnaround time for written responses to City inquires?

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

_____
Notary Public (Signature)

ALEXANDRA HARKINS
Notary Public
State of Florida
Comm# HH536771
Expires 6/9/2028

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.)

_____ Date: **03-27-2025**

(Signature)

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

ALEXANDRIA HARKINS
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, 20 25

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): |
|---|---|
| BGN Contractors | Merchants National Bonding, Inc. |
| | (Seal) Surety's Name and Corporate Seal |
| By: Monty Oliva, Project Manager (L.S.) | By: Michael W. Brown |
| | Signature (attach power of attorney) |
| Title: PROJECT MANAGER | Title: Attorney-in-Fact |
| Attest: | Attest: Angela Baker, Agent |
| 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.

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 aut hority 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 NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

**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.

NOTARIAL SEAL IOWA
**Penni Miller**
Commission Number 787952
My Commission Expires
January 20, 2027

*Notary Public*

(Expiration of notary's commission does not invalidate this instrument)

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

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

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
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.

Notary Public

(Notary Seal)

ALEXANDRA HARRENS
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

Authorized Signature

**Monty Oliva**
Authorized Signatory (Print Name)

**25 W. Oak Avenue | Panama City, FL 32401**
Address

**Project Manager**
Title

**850-258-1869**
Phone #

Fax #

**82-4527358**
Federal ID # or SS #

# 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<br>1022 West 23rd Street<br>Suite 250<br>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 |
| **INSURED** | Gage Golden Construction LLC dba: BGN Contractors<br><br>1901 N East Ave<br>Panama City, FL 32405 |

| INSURER(S) AFFORDING COVERAGE | | NAIC # |
|---|---|---|
| INSURER A : | Accellerant Specialty | 16890 |
| INSURER B : | Evanston Insurance Company | 35378J |
| INSURER C : | Richmond National Insurance Company | 17103 |
| 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<br>CLAIMS-MADE ✓ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY ✓ PRO-JECT LOC<br>OTHER: | Y | Y | DCS0000002-00 | 05/30/2024 | 05/30/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 50,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| C | UMBRELLA LIAB ✓ OCCUR<br>✓ EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | Y | Y | RN-7-0505148 | 5/30/2024 | 5/30/2025 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |
| B | Environmental Liability | | | MKLV2ENV104183 | 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**

City of Destin Building Division
4200 Indian Bayou Trail
Destin, FL 32541

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# 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 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:

**Monty Oliva**

Print Name

Signature

**03-27-2025**

Date

BGN CONTRACTORS

25 West Oak Ave | Panama City, FL 32401

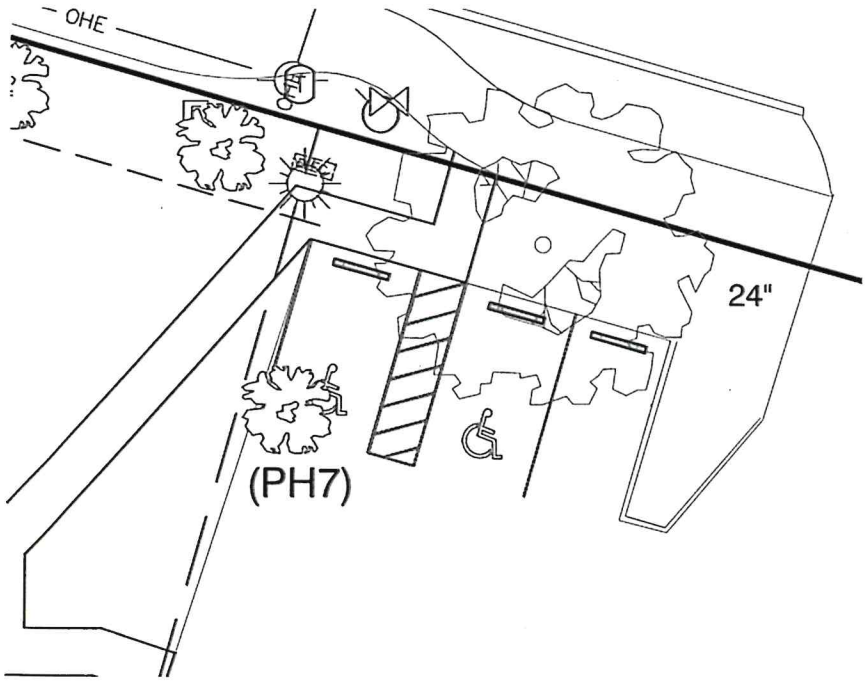
**RFB No. 25-02-REC – Annex Pickleball Court (Phase 1A-B) Project**

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.

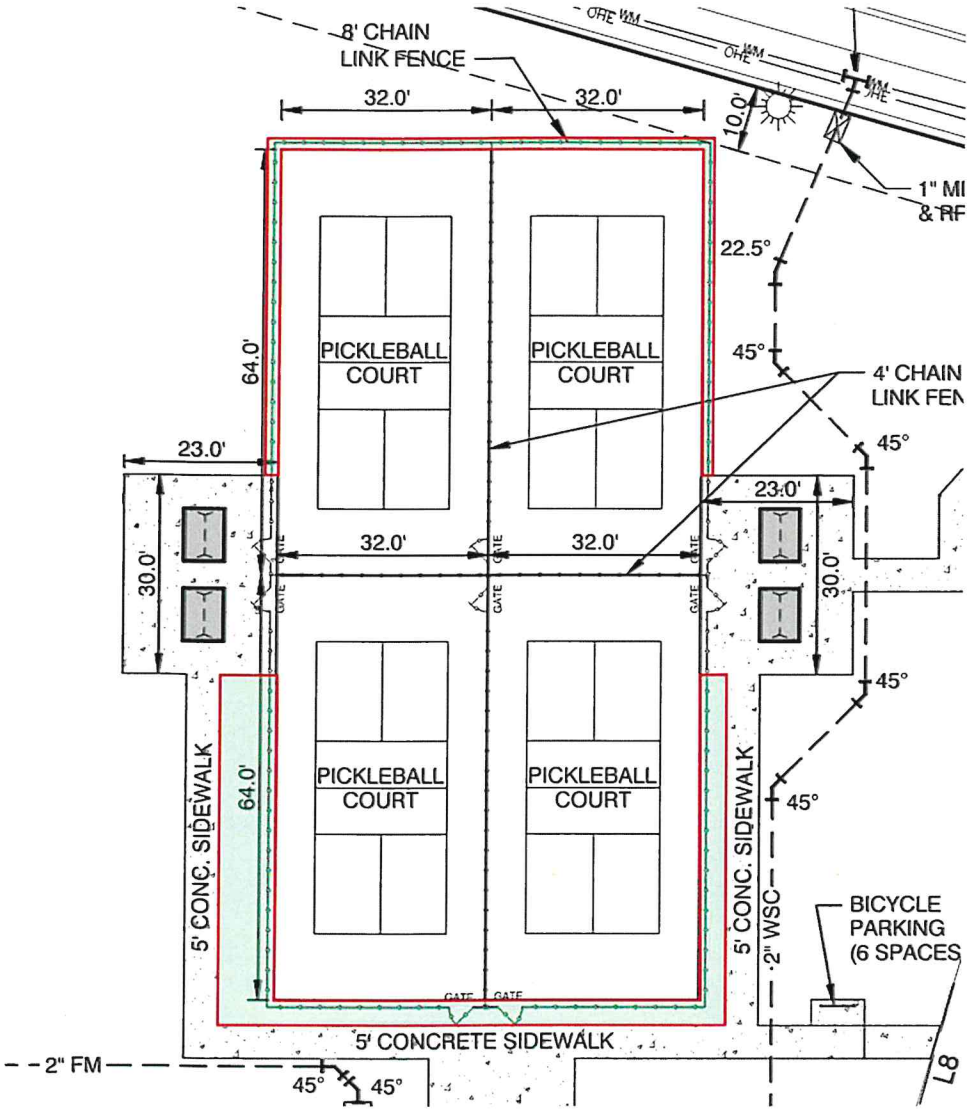
**Bid Clarifications**

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.



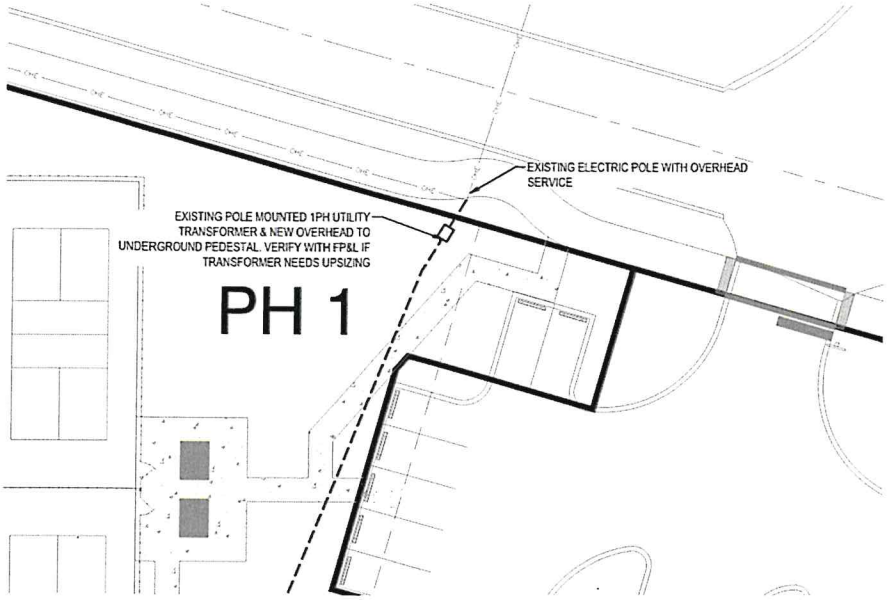
3. As per Addendum 1, the perimeter of the pickleball court will extend to the nearest concrete sidewalk or 6 inches beyond the fence line. Our quantities for Items 2.1, 2.2, and 2.3 have been revised to reflect this change.




| | | | |
|---|---|---|---|
| 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

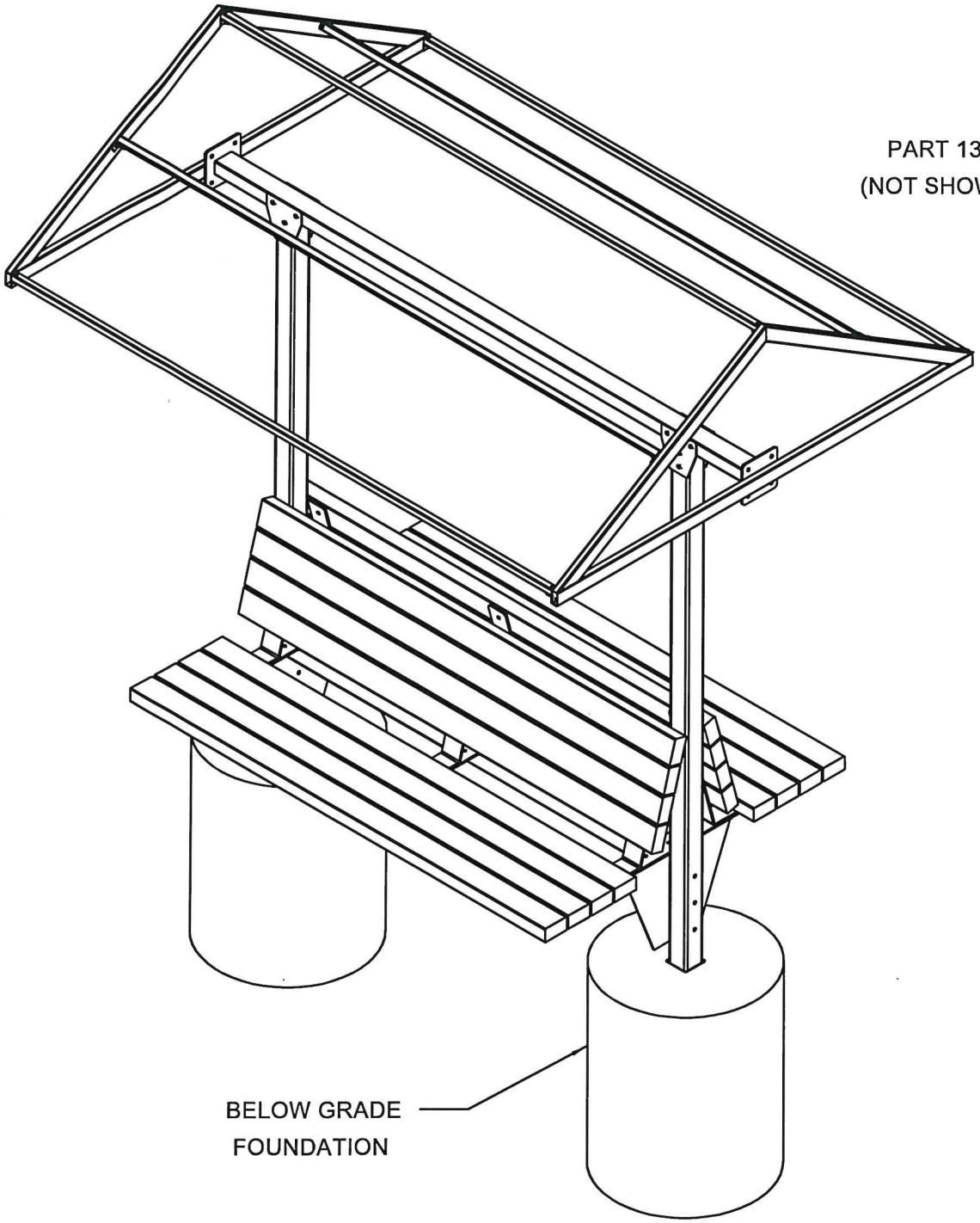
BGN Contractors

(C) 850-728-1254

BGN CONTRACTORS

# Cabana Two Sided Bench With Backrest 8'

## - Direct Burial -




ISOMETRIC VIEW

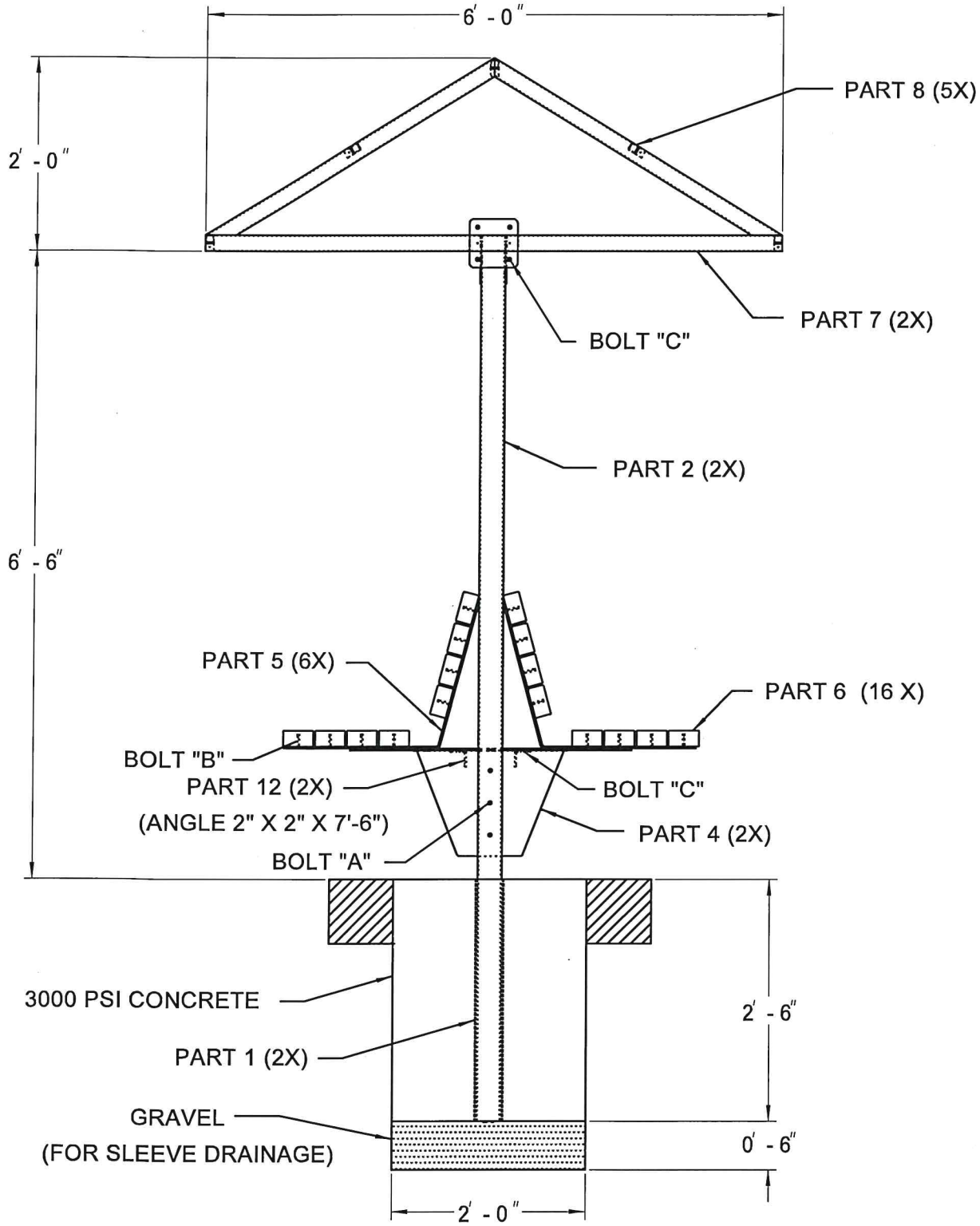
'ROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF SUNTRENDS INC. ANY PEPODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF SUNTRENDS INC. IS PROHIBITED

**Attachment A**

SunTrends, Inc
P.O. BOX 101057
DENVER, CO 80250
303-744-2647

# Cabana Two Sided Bench With Backrest 8'

## - Direct Burial -




SIDE VIEW

**Attachment A**

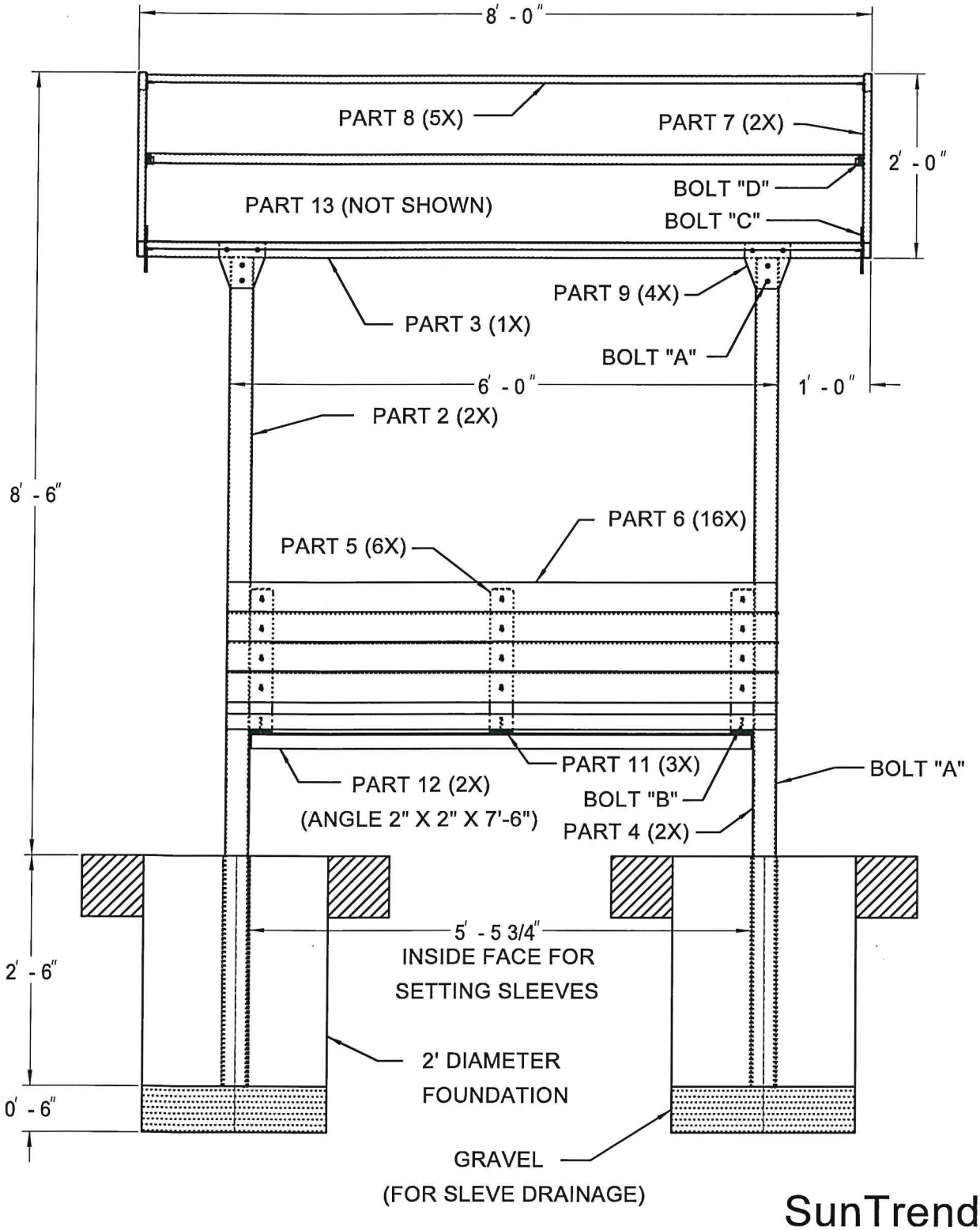

ROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF SUNTRENDS INC. ANY PEPODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF SUNTRENDS INC. IS PROHIBITED



SunTrends, Inc
P.O. BOX 101057
DENVER, CO 80250
303-744-2647

# Cabana Two Sided Bench With Backrest 8'

## - Direct Burial -




FRONT VIEW


:OPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF SUNTRENDS INC. ANY PEPODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF SUNTRENDS INC. IS PROHIBITED


**Attachment A**


SunTrends, Inc
P.O. BOX 101057
DENVER, CO 80250
303-744-2647

# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: _____

Contract/Lease Control #: _____

Procurement#: RFB 25-02-REC

Contract/Lease Type: Pickleball Courts

Award To/Lessee: BGN Contractors

Owner/Lessor: CITY OF DESTIN

Effective Date: _____

Expiration Date: Insert Date and # of Renewals

Description of: Pickleball Courts

Department: Parks and Rec

Department Monitor: Jeff Cozadd

Monitor's Telephone #: 850-279-4228

Monitor's FAX # or E-mail: jcozadd@cityofdestin.com

Closed: _____

CC: CITY CLERK
CITY MANAGER
CITY ATTORNEY

**CONTRACT #_____**

**AGREEMENT BETWEEN CITY OF DESTIN, FLORIDA AND BGN CONTRACTORS FOR CONSTRUCTION SERVICES**

THIS CONTRACT, made this ____ day of _____ by and between the **City of Destin, Florida**, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City", and **BGN Contractors**, with an address at 25 W. Oak Avenue, Panama City, FL 32401 hereinafter referred to as the "Contractor,"

**IN CONSIDERATION** of the mutual covenants contained herein, and for other good and valuable consideration, City and Contractor do agree as follows:

## SECTION 1. SCOPE OF WORK –

The Contractor shall perform the Work as defined in Request for Bids No. 25-02-REC Annex Pickleball Courts Project ("RFB 25-02-REC"), its Exhibits and amendments, if any, to the Invitation to Bid and any addenda thereto being attached hereto as **Attachment "A",** incorporated by reference herein and made a part hereof as fully as if herein set forth.

**1.1** **Project**: CONTRACTOR shall perform work that consists of the project, as specified in RFB 25-02-REC. Generally, the work consists of the construction of four pickleball courts, restriping, stormwater, restroom facility and pedestrian paths, temporary gravel parking, and shade structures.

**1.2** **Scope**: Specifically, the Scope of Services will include all items listed and priced in the base bid for RFB 25-02-REC, its Exhibits and addenda, and all terms and conditions listed therein (**Attachment "A"**). At its option, the City may choose to approve all or none of the alternatives described by the Contractor in its bid for RFB 25-02-REC.

**1.3** **Terms & Conditions: THE COMPLETE TERMS AND CONDITIONS STATED, REGARDLESS OF WHICH DOCUMENT LISTED IN RFB 25-02-REC, ARE INCORPORATED BY REFERENCE INTO THIS DOCUMENT.**

**1.4** **Pricing**: Unless otherwise specified herein, the Contractor is to furnish all tools, equipment, labor and consumables to complete the Work at the unit prices stated in **Attachment "C"**.

**1.5** **Work Site Conditions**: The Contractor shall at all times, keep the work area free from accumulation of waste materials or rubbish caused by its operations, and promptly remove any such materials to an area or waste site as designated by the City. If the Contractor fails to clean up the work site after 24 hours' notice by the City, the City may complete the clean-up and charge the Contractor for the costs of such clean up.

## SECTION 2. PLACE OF WORK

Contractor's work will be rendered within the City of Destin, Okaloosa County, Florida.

## SECTION 3. SCHEDULE/TERM –

The Contract Work Schedule/Term is as stated below:

**3.1** **Contractor shall order product and materials no later than 30 days of issuance of the date of City's Notice to Proceed,** and Contractor shall proceed with all work in accordance with this Contract, as per Contract Attachments A, B and C. Proof of supplier/manufacture's order acceptance shall be promptly forwarded to the City.

**All Work shall be substantially completed within 180 days of the date of City's Notice to Proceed**.

**3.2** Contractor shall maintain contact with product supplier/manufacturer, obtaining updates on a regular basis, and shall immediately notify the City of manufacturer delays or transit delays.

**3.3** **Though lead times may be long, Contractor confirms that product is on hand, and if not available at time of construction, will have alternate solutions to maintain the project deadlines.**

3.3.1 Contractor and City shall continue to make adjustments in work scheduling, and where unavoidable, request in writing for an extension of the Contract's performance time.

3.3.2 Any installation of replacements or additional work required by alternate solutions will be done at no cost to the City, and final completion will be as new product specified in the ITB.

**3.4** **Product warranties begin at date of Substantial Completion, as defined by mutual agreement at the pre-construction meeting.**

## SECTION 4. PROJECT COORDINATION & SCHEDULING

**4.1** During the course of work, the Contractor shall be responsible for keeping the City informed of the proposed work schedule. This includes any scheduled work that could impede the public or traffic at the worksite. The Contractor shall prepare a Construction Schedule to serve as a guide in managing the construction progress.

**4.2** The Contractor shall not put workers on the job or perform any work without prior knowledge that such work is to be done, the place of work, and the scheduled starting time. A minimum 48-hour notification to the City is required. The City reserves the right to deny the request without penalty.

## SECTION 5. COMPENSATION PLAN –

The Contractor agrees to provide the services and equipment as negotiated on **Attachment C** to the City at the cost specified in said proposal and amendments, if any, the proposal and any amendments thereto being attached hereto as **Attachment B**, incorporated by reference herein and made a part hereof as fully as if herein set forth.

The City shall pay the Contractor for the performance of this Contract in an amount not to exceed $686,070.90.

- $61,450.00 for grading
- $409,854.09 for site improvements
- $20,716.40 for stormwater system
- $82,757.34 for water and sewer system
- $69,843.07 for misc construction
- $41,450 for Alternate items

**5.1** Any additional work performed under this Contract shall be through the Issuance of a Contract Amendment, and change order of the City Purchase order(s).

## SECTION 6. PAYMENT

**6.1** The City shall pay the Contractor the contract price(s) at the successful completion of the work**.**

**6.2** The City will make progress payments on a monthly basis as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract and as approved by the City Manager or his designee.

**6.3** Partial payments under the Contract shall be made at the request with an Application and Certification for Payment (AIA Document G702) by the Contractor not more than once each month, based upon partial estimates agreed to by the Contractor and City and shall be furnished to and approved by the City prior to transmittal to the City payment.

**6.4** All invoices received by the City are payable within thirty (30) days from receipt, (unless prompt payment discount is offered), provided they have first been approved by the City, and the City has accepted the invoiced work.

**6.5** The City reserves the right, with justification, to partially pay any invoice submitted by the Contractor.

**6.6** Availability of Funds. The City's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the City Council.

**6.7** Retainage. City shall withhold from each payment of the contract price a sum ("retainage") equal to ten percent (10%) of the invoice. Purchases of materials are excluded from retainage calculations. Fifty percent (50%) of the accumulated retainage shall be released by City to Contractor upon the City's acceptance of one-half (50%) of the total Work to be performed pursuant to this Contract. After the City has accepted that 50% of the Work is completed, retainage shall be reduced to five percent (5%) of the invoice. Upon the City's acceptance of all remaining Work (including the final punchlist), the entirety of the remainder of the retainage shall be released by City to Contractor.

**6.8 All invoices shall be directed to: accountspayable@cityofdestin.com**

**NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY CONTRACT NUMBER AS STATED HEREIN.**

## SECTION 7. TERMS & CONDITIONS

**7.1 Independent Contractor Status; Indemnity:** At all times the Contractor is an independent contractor and agrees to indemnify and save harmless the City, its

officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Contract whether by act or omission of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute768.28 as amended from time to time.

**7.2 Subcontractors:**

7.2.1 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 reply to the Contractor in writing stating whether or not the City, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the City to reply promptly shall constitute notice of no reasonable objection.

7.2.1.1 Should no objection be made the City within five (5) business days, the person or entity selected by the Contractor shall be deemed acceptable. The Contractor shall be entitled to consideration of an EOT (Extension of Time) for the process or delay incurred due to replacing the person or entity that was objected to by the City.

7.2.2 The Contractor shall not contract with a proposed person or entity to whom the City has made reasonable and timely objection. If the City has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the City has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

7.2.3 The Contractor shall not change a Subcontractor, person or entity previously selected without prior approval from the City.

7.2.4 Contractor shall be fully liable and responsible to the City for all acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, to the same degree and extent as he is liable and responsible for the acts and omissions of his own employees and other persons directly employed by him.

## 7.3 Time is of the Essence

7.3.1 The parties agree that time is of the essence in the completion of the Work called for in the delivery of services of the character and quality specified in the bid document and that Contractor will conduct all work diligently and as specified by the City.

7.3.2 The Contractor agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

7.3.3 Upon receipt of a written request and justification for an extension from the Contractor, the City may extend the time for performance of the contract or delivery of goods here in specified at the City's sole discretion for good cause shown.

7.3.3.1 Depending on the specific facts, reasonable cause for a permissible EOT (Extension of Time) may include: Weather Delays, Material Lead Times affect by Force Majeure, Delays by Design Team responses, Delays by City responses, Schedule Impact associated with any approved Change Order, or other items that may be qualified as Excusable Delays. See Section 7.5 for details.

## 7.4 Liquidated Damages:

7.4.1 In the event these specified supplies, services, or equipment are not delivered by the date specified, there will be deducted from the total contract price, not as a penalty but as liquidated damages, the sum of $300 per day for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence, or default on the part of the City, public enemy, war, embargo, fire, or explosion not caused by the negligence or intentional act of the contractor or its supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor or its supplier(s), a reasonable extension of time as the City deems appropriate may be granted.

7.4.2 The above amounts per calendar day are fixed and agreed upon by and between the Contractor and City, because of impracticability and difficulty in ascertaining actual damages City would sustain, and said amounts are agreed to as adequate coverage of damages which City would sustain by reason of inconvenience, loss of use of monies, or other additional costs.

7.4.3 Upon receipt of a written request and justification for an extension from the Contractor, the City may extend the time for performance of the contract or delivery of goods herein specified at the City's sole discretion for good cause shown.

7.4.4 In the event that the City should choose to permit the Contractor to continue the work after expiration of the contract time, or as such contract time may be extended, such will not operate as a waiver by the City of its rights to recover liquidated damages. In the event that the City

terminates the employment of the Contractor under the contract, the City shall retain the right to assess, collect, and recover liquidated damages from the Contractor and/or the Surety until the work under the contract is satisfactorily completed. The amount of liquidated damages will be deducted from the remaining balance of funds due the Contractor under the contract. In the event that liquidated damages which accrue prior to completion of the work under the contract should exceed the remaining balance of funds due the Contractor under the contract, the Contractor shall forfeit any rights to claim additional payments under the contract and both the Contractor and his Surety shall be liable for accrued liquidated damages in excess of the contract balance.

7.4.5 **Delays**: **If the Contractor wishes to make a request to increase the Contract Performance Time, a written notice shall be given within seven (7) calendar days from the probable cause of delay on progress of the Work.**

7.4.6 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. This Request for Time shall be made within seven (7) calendar days of the adverse weather.

7.4.7 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the City, or of a separate Contractor employed by the City, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the City pending mediation and arbitration, or by other causes which the City Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the City may determine.

**7.5 Changes in Scope of Work:** The City, without invalidating this Contract, may order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions, the Contract price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written Addendum to this Contract, and shall be executed under the applicable conditions of the Contract.

7.5.1 "Additional work" shall be defined as work that results from a change or alteration in plans concerning the scope of work of this Contract, or added work necessary to meet the performance goals of the scope of work.

7.5.2 "Extra work" shall be defined as work not required under the scope of work of this 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.

7.5.3 "Change Order" shall be defined as a written instrument prepared

by and signed by the City and Contractor, 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's completion time.

7.5.4 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 Contractor and authorized by the City as a Change Order.

7.6.5 The City Manager may request and approve change orders to the Contract consisting of additions, deletions, extra work, or other revisions so long as each change order does not exceed amounts specified in the City's Purchasing Manual and Policy.

7.6.6 A change order exceeding the City Manager's authority must be approved by the City Council

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7.6.7 All change orders shall be considered a written addendum to the Contract.

7.6.8 Contractor is not authorized to approve any additional or extra work, grant authority for any work, issue a notice to proceed, recommend progress payments, or otherwise act as an agent of the City unless specifically authorized in writing by the appropriate City officials.

7.6.9 No claim for extra work will be considered valid by the City unless first submitted in writing.

**7.6 Correction of Work -** The Contractor shall promptly correct all Work rejected by the City as faulty, defective, or failing to conform to this Contract whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work.

7.6.1 Promptly shall be defined as reasonable with consideration to sequence of work. Contractor will track such requests by the City on a Corrective Actions Log or Punchlist to be corrected in sequence with the flow of work that is conducive to maintain the project schedule and predictive workflow.

**7.7 Final Inspection**

7.7.1 Upon notice from the Contractor that work is completed in accordance with the specifications, the City shall make a final inspection of the Work. The Contractor will be notified of all instances where his Work fails to comply with the specifications.

7.7.1.1 The City shall conduct final inspection within a reasonable amount of time relative to the schedule set forth by the Contractor. This shall include any inspection by Architect or Consultants for the City.

7.7.2 A delay in conducting the inspection within a reasonable amount of time after request is made by the Contractor shall constitute a delay by the City and qualify for consideration for an EOT (Extension of Time) if submitted in writing by the Contractor. The Contractor shall immediately correct or complete all issues as well as defects that were identified by the City or a City representative.

7.7.2.1 The term immediately shall be defined as reasonably within the Project Schedule set forth by the Contractor and accepted by the City for the close out process and punchlist activities whether prior or post Certificate of Occupancy is applied for or achieved.

7.7.3 Upon completion of the repair work the Contractor shall notify the City when it is ready for inspection. The City shall make a final inspection of the work and notify the Contractor of any necessary repair work that is not completed. The Contractor shall immediately complete all incomplete work and arrange for re-inspection.

**7.8 Acceptance -** The City will be deemed to have accepted the Work after the City notifies the Contractor of its satisfaction that the Work is completed.

In the event the Work completed under this Contract does not conform to the specifications, the City reserves the right to cancel the Contract upon written notice to the Contractor.

**7.9 Termination for Convenience**

The City may terminate for its convenience at any time, in whole, or in part, any proposal award. In the event of termination for convenience, the City's sole obligations will be to reimburse Contractor for (1) those goods and/or services actually shipped /performed and accepted up to the date of termination, and (2) costs incurred by the Contractor for unfinished goods, which are specifically manufactured for the City and which are not standard products of the Contractor, as of the date of termination, and a reasonable profit thereon. In no event is the City responsible for loss of anticipated profit nor will reimbursement exceed the proposal value.

7.9.1 Contractor's associated costs of procuring those reimbursable goods and/or services are considered part of the amount incurred.

**7.10 Termination For Default:** The City may terminate all or any part of this contract, by giving Notice of Default to the Contractor, if the Contractor:

7.10.1 refuses or fails to deliver the goods or services within the time specified,

7.10.2 fails to comply with any of the provisions of this Bid or so fails to make progress as to endanger performance hereunder,

7.10.3 becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors,

7.10.4 fails to supply enough skilled workers or properly operating equipment, to perform the work required under the contract in a timely and proper fashion and to assure prompt completion of the work,

7.10.5 fails to make prompt payment to subcontractors, or payments for or labor;

7.10.6 Persistently disregards law, ordinances or the instructions of the City, or otherwise violates any provision of the contract or contract documents;

7.10.7 Performs the work unsuitably or neglects or refuses to repair work that has been rejected by the City;

7.10.8 Fails to resume work which has been discontinued within a reasonable time after being furnished notification to do so; OR

7.10.9 Fails to secure, replace, and/or maintain the insurance required in this ITB.

In the event of termination for default, the City's liability will be limited to the payment for services delivered and accepted as of the date of termination.

## 7.12. Indemnification and Insurance

### 7.12.1 Indemnification

The Contractor hereby agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of this Contract whether by act or omission of the Contractor, its agents, servants, employees or others, or because of or due to the mere existence of this Contract between the parties.

### 7.12.2 Insurance

Contractor shall provide evidence of insurance coverage which is equal or exceeds the minimum standards for this project, listed here, prior to commencing work. Such insurance shall remain in effect for the entire term of the Contract.

During the project, should Contractor fail to provide acceptable evidence of current insurance within seven (7) days before the expiration date of an insurance policy, the City shall have the right to terminate the Contract.

All insurance coverages shall be written by a company licensed to do business in the State of Florida and shall have an A.M. best rating of at least A-. Proof of Insurance must accompany the signed contract for the following amounts:

a. **Workers Compensation:**

| | |
|---|---|
| Coverage A | In conformity with Florida Statues. |
| Coverage B | $500,000/$500,000/$500,000 |

b. **Commercial General Liability:**

Each occurrence for:

| | |
|---|---|
| Bodily Injury/Property Damage | $1,000,000 |
| Personal and Advertising Injury | $1,000,000 |
| Products/Completed Operations | $1,000,000 |
| General Aggregate for: | $2,000,000 |
| Fire Legal Liability | $100,000 |
| Medical Payments | $10,000 |
| Contractual Liability where applicable | |

**c. Business Automobile Liability**

| | |
|---|---|
| Combined Single Limit | $1,000,000 |

This coverage shall include the following provisions:

- The City of Destin shall be an additional insured
- The policy shall not be cancelled unless the City is given at least thirty (30) days advanced notice

The Contractor is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on City property by the Contractor.

**d. Umbrella Liability:**

In lieu of providing insurance at the limits required for GL and Auto, Contractors may fulfill the requirements of this section by securing umbrella liability insurance coverage provided that the combined total of the primary and umbrella coverages satisfy the minimum required insurance limits set forth in Section 3.16 of the bid document.

**e. Builders Risk Insurance**

- Contractor shall purchase and keep in effect builders "all-risk" extended coverage (including flood and wind storm damage) on a non-reporting completed value with special cause of loss form in an amount based upon complete replacement value of improvements.
- The City of Destin shall be named as additional insured on the policy and the City explicitly reserves the right to review said policy upon request.
- The policy shall not be cancelled unless the City is given at least thirty (30) days advanced notice.

7.13 **Bond Requirements** - Performance Bond equal to one hundred percent (100%) of the Contract price will be required. Labor & Material Payment Bond equal to one hundred percent (100%) of the Contract price will be required. Warranty Bond equal to one hundred percent (100%) of the Contract price will be required. Labor & Material Payment Bonds, Performance Bond and Warranty Bond shall accompany the contract within 15 days, be signed, sealed and dated no earlier than

the contract effective date and specifically refer to the contract, by date. Surety companies providing any bond must be listed in the latest Federal Register of the U.S. Department of Treasury, Circular 570 entitled "Surety Companies Acceptable on Federal Bonds" or otherwise acceptable to the City in the City's discretion.

**7.14 Safety Measures** - The Contractor shall take all necessary precautions for the safety of the City's and Contractor's workers on all Work sites and shall erect and properly maintain at all times all necessary safeguards for the protection of the Workers and public. The Contractor shall post signs warning against hazards in and around the Work site.

**7.15 OSHA –** Precautions shall be exercised at all times for the protection of persons and property. Contractor shall conform to all OSHA, State and County regulations while performing under the terms and conditions of this contract. Any fines levied by the above mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor responsible for the same.

**7.16 Protection of Resident Workers** - The City actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination.

7.17.1 Under the INA, employers may hire only persons who may legally work in the United States, (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S.

7.17.2 The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification. The Contractor shall establish appropriate procedures and controls so no services or products under the contract documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment.

7.17.3 The City reserves the right to request documentation showing compliance with this requirement.

**7.17 Federal E-Verify Compliance** - In accordance with Executive Order Number 11-116 from the Office of the Governor of the State of Florida, Contractor hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the CITY upon request.

**7.18 Right to Audit Records -** The City shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of this Contract or any sub-contract to this Contract. Such books and records shall be maintained by the Contractor for a period of three (3) years from the date of final payment under this Contract and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

## 7.19 PUBLIC RECORDS

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK – CITY OF DESTIN**
**4200 INDIAN BAYOU TRAIL**
**DESTIN, FLORIDA 32541**
**850-837-4242**
**rbaily@cityofdestin.com**

7.19.1 Contractor shall keep and maintain public records required by the City to perform the services contained in this Agreement. Upon request from the City's custodian of public records, Contractor shall 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 costs provided for in Chapter 119, Florida Statutes or as otherwise provided by law.

7.19.2 Contractor shall 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 City.

7.19.3 Upon completion of the contract, Contractor shall 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 to perform the service. If Contractor transfers all public records to the City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records.

7.19.4 All public 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.

7.19.5 Failure of Contractor to comply with the City's request for records or any other provisions contained in this paragraph, shall be deemed a material breach of this contract and the parties agree that the City may seek immediate relief through a court of law as outlined in Section 119.11, Florida Statutes.

7.19.6 If Contractor fails to provide the public records to the City within a reasonable time Contractor may be subject to penalties under Section 119.10, Florida Statutes. If it is found that Contractor has unlawfully refused to comply with a public records request within a reasonable time, and if the Notice requirements of Section 119.0701(4), Florida Statutes have been met, the City will be entitled to recover all reasonable costs and attorneys' fees for such violation in accordance with Section 119.0701(4), Florida Statutes.

**7.20** **Familiarity With The Work:** The Contractor by executing this Contract, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The City will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as the Contractor's stated commitment to fulfill all the conditions referred to in this Contract.

**7.21** **Title and Risk of Loss -** The title and risk of loss to the Work shall pass from the Contractor to the City upon the City's final acceptance of the Work.

**7.22** **Licenses -** The Contractor is responsible for obtaining any necessary state contractor's licenses, and the Contractor must be duly licensed in accordance with the State of Florida's statutory requirements to perform the work identified herein. Proof of licensure shall be submitted with this contract. Required licenses shall be maintained and valid throughout the term of this contract.

**7.23** **Permits -** The Contractor is responsible for procuring all work permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Contract.

**7.24** **Federal Terms** – N/A.

## SECTION 8. OTHER PROVISIONS

**8.1** **Florida Law Applies & Venue:** The parties acknowledge and agree that this contract shall be governed by, and construed pursuant to the laws of the State of Florida and that the venue for any action related to this contract lies solely within the state courts of Okaloosa County, Florida.

**8.2** **Sovereign Immunity:** Nothing contained herein is intended nor shall it be construed to waive the City's sovereign rights and immunities under the common law or Florida Statute 769.28 as amended from time to time.

**8.3** **No Waiver:** No failure of either party to exercise any right or power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of a party's right to demand exact compliance with the terms hereof.

**8.4** **Conflicts of Interest:** The Contractor acknowledges and warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified in this Contract. The undersigned hereby certify that this Contract is made without prior understanding, Contract or connection with any corporation, firm or person who submitted bids for the Work covered by this Contract and is in all respects fair and without collusion or fraud.

As to Contractor, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Contract and to execute same on behalf of the Contractor as the act of the said Contractor.

**8.5** **Assignment** - The Contractor may not assign, transfer, or otherwise dispose any rights or obligations of the Contract without prior written consent of the City.

**8.6** **Non-Exclusivity** - This Contract is considered a non-exclusive Contract between the parties.

**8.7** **Modifications** - No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the City Manager or his designee.

**8.8** **Conflicts, Severability**

The provisions of this Contract are intended to be independent, and in the event any provision hereof shall be declared by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason whatsoever, such illegality, unenforceability, or invalidity shall not affect the remainder of the Contract. If there is a conflict in the terms or provisions of this Contract and any of the referenced documents, the following shall be the order of precedence from most controlling document to least controlling document: a) this Contract; b) the Request for Bids; and c) Contractor's Bid. If there is a conflict in the terms or provisions, all non-conflicting portions of the terms or provisions of the less controlling documents shall remain enforceable.

**8.9** **Entire Agreement:** This Contract supersedes all other understandings and agreements between the parties and constitutes the sole and entire agreement between Contractor and City. Oral representations not set forth herein cannot be relied upon and are not binding on either Contractor or City. This Contract may not be modified except in writing signed by all parties hereto. Notwithstanding the following, any provision, right or obligation found in ITB 23-004 shall be binding on the parties to the extent that such provision, right or obligation is not specifically contradicted in this Contract.

**8.10** Executed on the _____day of _____, 2025.

**THIS AGREEMENT ENTERED INTO AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.**

| CITY: | CONTRACTOR: |
|---|---|
| | Gage Golden Digitally signed by Gage Golden DN: C=US, E=ggolden@bgncontractors.com, O=BGN Contractors, CN=Gage Golden Date: 2025.05.06 16:36:22-05'00' |
| Larry Jones | By: Gage Golden |
| Its: City Manager | Its: Managing Member |
| | 5/6/2025 |
| Date | Date |
| Attest to Signature: | Witness to Signature: |
| Rey Bailey | Print Name: _____ |
| City Clerk | |
| SEAL | |
| | Print Name: _____ |

Approved as to Legal Form for the
City of Destin, only:

_____

Kimberly Romano Kopp
City Attorney

# ATTACHMENT "A"

# RFB No. 25-02-REC

# ATTACHMENT "B"

# CONTRACTOR BID

# DATED March 27, 2025

# ATTACHMENT "C" –
# RFB 25-02-REC
# PRICING PAGES

# AIA® Document A312™ – 2010

## *Performance Bond*

Bond No: PRF9467607

**CONTRACTOR:**
*(Name, legal status and address)*
BGN Contractors
25 W. Oak Avenue
Panama City, FL 32401

**SURETY:**
*(Name, legal status and principal place of business)*
Fidelity and Deposit Company of Maryland
1299 Zurich Way, 10th Floor
Schaumburg, IL 60196-1056

**OWNER:**
*(Name, legal status and address)*
City of Destin, Florida
4200 Indian Bayou Trail
Destin FL, 32541

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**CONSTRUCTION CONTRACT**
Date:

Amount:
($685,888.90) Six Hundred Eighty-Five Thousand Eight Hundred Eighty-Eight and 90/100 Dollars
Description:
*(Name and location)*
Annex Pickleball Courts Project RFB 25-02-REC

**BOND**
Date:
*(Not earlier than Construction Contract Date)*

Amount:
($685,888.90) Six Hundred Eighty-Five Thousand Eight Hundred Eighty-Eight and 90/100 Dollars
Modifications to this Bond: ☐ None ☐ See Section 16

**CONTRACTOR AS PRINCIPAL**
Company: *(Corporate Seal)*
BGN Contractors

Signature:
Name and Title: Gage Golden, Manager Member

**SURETY**
Company: *(Corporate Seal)*
Fidelity and Deposit Company of Maryland

Signature:
Name and Title: Michael W. Brown, Attorney-in-Fact

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**
Acentria Insurance
501 W 11th Street
Panama City, FL 32401
850-215-5331

**OWNER'S REPRESENTATIVE:**
*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

| CONTRACTOR AS PRINCIPAL | | SURETY | |
|---|---|---|---|
| Company: | *(Corporate Seal)* | Company: | *(Corporate Seal)* |
| Signature: | | Signature: | |
| Name and Title: | | Name and Title: | |
| Address | | Address | |

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

# AIA® Document A312™ – 2010

## Payment Bond

Bond No: PRF9467607

**CONTRACTOR:**
*(Name, legal status and address)*
BGN Contractors
25 W. Oak Avenue
Panama City, FL 32401

**SURETY:**
*(Name, legal status and principal place of business)*
Fidelity and Deposit Company of Maryland
1299 Zurich Way, 10th Floor
Schaumburg, IL 60196-1056

**OWNER:**
*(Name, legal status and address)*
City of Destin, Florida
4200 Indian Bayou
Trail Destin FL, 32541

**CONSTRUCTION CONTRACT**
Date:

Amount:
($685,888.90) Six Hundred Eighty-Five Thousand Eight Hundred Eighty-Eight and 90/100 Dollars
Description:
*(Name and location)*
Annex Pickleball Courts Project RFB 25-02-REC

**BOND**
Date:
*(Not earlier than Construction Contract Date)*

Amount:
($685,888.90) Six Hundred Eighty-Five Thousand Eight Hundred Eighty-Eight and 90/100 Dollars
Modifications to this Bond: ☐ None ☐ See Section 18

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

**CONTRACTOR AS PRINCIPAL**
Company: *(Corporate Seal)*
BGN Contractors

Signature:
Name Gage Golden
and Title: Managing Member.

**SURETY**
Company: *(Corporate Seal)*
Fidelity and Deposit Company of Maryland

Signature:
Name Michael W. Brown
and Title: Attorney-in-Fact

*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**
Acentria Insurance
501 W 11th Street
Panama City, FL 32401
850-215-5331

**OWNER'S REPRESENTATIVE:**
*(Architect, Engineer or other party:)*

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

**§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

State of Florida: The provisions and limitations of Section 255.05 Florida Statutes, including but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10), are incorporated in this bond by reference.

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

| **CONTRACTOR AS PRINCIPAL** | | **SURETY** | |
|---|---|---|---|
| Company: | *(Corporate Seal)* | Company: | *(Corporate Seal)* |
| Signature: | | Signature: | |
| Name and Title: | | Name and Title: | |
| Address | | Address | |

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**
**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Michael W. BROWN, Jo M. CHONKO, George B. NORRIS of Panama City, Florida, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 7th day of January, A.D. 2025.

**ATTEST:**
**ZURICH AMERICAN INSURANCE COMPANY**
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

*By: Christopher Nolan*
*Vice President*

*By: Dawn E. Brown*
*Secretary*

**State of Maryland**
**County of Baltimore**

On this 7th day of January, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

**Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790**

## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

## CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, _____.

MJ Pethick

Mary Jean Pethick
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

**Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790**

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/06/2025

**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**<br>Peoples First Insurance<br>1022 West 23rd Street<br>Suite 250<br>Panama City, FL 32405 | **CONTACT NAME:** Cecelia McMahon<br>**PHONE (A/C, No, Ext):** 850-770-7032 **FAX (A/C, No):** 850-785-6061<br>**E-MAIL ADDRESS:** cecelia.mcmahon@pfinsurance.com |
| **INSURED**<br>Gage Golden Construction LLC DBA: BGN Contractors<br>1901 N East Ave<br>Panama City, FL 32405 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** Accellerant Specialty — 16890<br>**INSURER B :** Evanston Insurance Company — 35378J<br>**INSURER C :** Richmond National Insurance Company — 17103<br>**INSURER D :**<br>**INSURER E :**<br>**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**<br>☐ ☐ CLAIMS-MADE ✔ OCCUR<br>☐ ☐<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ✔ PRO-JECT ☐ LOC<br>☐ OTHER: | 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 |
| | | | | | | | | $ | |
| | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY<br>☐ ☐ | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ | |
| | | | | | | | BODILY INJURY (Per person) | $ | |
| | | | | | | | BODILY INJURY (Per accident) | $ | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ | |
| | | | | | | | | $ | |
| C | ☐ **UMBRELLA LIAB** ✔ OCCUR<br>✔ **EXCESS LIAB** ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | Y | Y | RN-7-0505148 | 5/30/2024 | 5/30/2025 | EACH OCCURRENCE | $ | 1,000,000 |
| | | | | | | | AGGREGATE | $ | 1,000,000 |
| | | | | | | | | $ | |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | ☐ PER STATUTE ☐ OTH-ER | | |
| | | | | | | | E.L. EACH ACCIDENT | $ | |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ | |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ | |
| B | Environmental Liability | | | MKLV2ENV104183 | 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. PROJECT: DESTIN PICKBALL COURTS. CITY OF DESTIN IS CONSIDERED AN ADDITIONAL INSURED AS REQUIRED BY A WRITTEN CONTRACT WITH THE NAMED INSURED ON THE BLANKET FORMS.

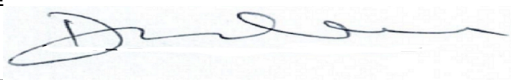
**CERTIFICATE HOLDER**

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**



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POLICY NUMBER: DCS0000002-00

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| As required by written contract.<br><br>If anyone, other than the Additional Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in **SECTION IV – COMMERCIAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance**, subparagraph **c. Method of Sharing**.<br><br>The inclusion of one or more Insured(s) under the terms of this endorsement does not increase our limits of liability.<br><br>All other terms and conditions remain unchanged. | **Any Location** |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

**1.** Your acts or omissions; or

**2.** The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

**1.** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.


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**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

**1.** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

**2.** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| |
|---|
| **Designation Of Premises (Part Leased To You):**<br><br>All premises as required by written contract. |
| **Name Of Person(s) Or Organization(s) (Additional Insured):**<br><br>As required by written contract. |
| **Additional Premium: $** |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

**1.** Any "occurrence" which takes place after you cease to be a tenant in that premises.

**2.** Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

**1.** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**2.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **State Or Governmental Agency Or Subdivision Or Political Subdivision:** |
|---|
| As required by written contract and/or issued and valid permit(s).<br>The inclusion of one or more Insured(s) under the terms of this endorsement does not increase our limits of liability. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

**1.** This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization. However:

**a.** The insurance afforded to such additional insured only applies to the extent permitted by law; and

**b.** If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**a.** "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

**b.** "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

**1.** Required by the contract or agreement; or

**2.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| **Name Of Additional Insured Person(s) Or Organization(s):** |
|---|
| If required by written contract or agreement. If anyone, other than the Named Insured, provides similar insurance for the Additional Insured, then this insurance will apply as outlined in **SECTION IV – COMMERICAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance**, subparagraph **c. Method of Sharing**.<br><br>The inclusion of one or more Insured(s) under the terms of this endorsement does not increase our limits of liability.<br><br>All other terms and conditions remain unchanged. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

**A.** **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.
This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| | |
| | |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

**SCHEDULE**

| **Name Of Person Or Organization:** |
|---|
| **As Required By Written Contract** |
| Information required to complete the Schedule, if not shown above, will be shown in the Declarations. |

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

**(1)** The additional insured is a Named Insured under such other insurance; and

**(2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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# DUAL Multi Carrier

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## THIRD PARTY CANCELLATION NOTICE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.

If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.

Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

**SCHEDULE**

| Name and Address of Other Person/Organization | Number of Days Notice |
|---|---|
| **As required by written contract** | **30** |

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| |
|---|
| **Designated Construction Projects: As Required by Written Contract** |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE **A** (SECTION **I**), and for all medical expenses caused by accidents under COVERAGE **C** (SECTION **I**), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE **C** regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
3. Any payments made under COVERAGE **A** for damages or under COVERAGE **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

**B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE **A** (SECTION **I**), and for all medical expenses caused by accidents under COVERAGE **C** (SECTION **I**), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under COVERAGE **A** for damages or under COVERAGE **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

**C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

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**D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

**E.** The provisions of Limits Of Insurance (SECTION **III**) not otherwise modified by this endorsement shall continue to apply as stipulated.


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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/06/2025

**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 | CONTACT NAME: Lindsey Hall | |
|---|---|---|
| Hall Insurance Agency<br>13510 A Hutchison Blvd<br>Panama City Bea FL 32407 | PHONE (A/C, No, Ext): (850) 234-2434 | FAX (A/C, No): |
| | E-MAIL ADDRESS: lindsey@hallinsurancepcb.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : AUTO OWNERS INS CO | 18988 |
| INSURED<br>BGN Contractors<br>1901 N East Ave<br>PANAMA CITY FL 32405-6213 | INSURER B : | |
| | INSURER C : | |
| | 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 | |
|---|---|---|---|---|---|---|---|---|
| | ☐ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☐ OCCUR<br>☐ _____<br>☐ _____<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | | | | | | | | $ |
| A | ☐ AUTOMOBILE LIABILITY<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS<br>☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY<br>☒ 19 ☐ | X | | 5228434600 | 04/24/2025 | 04/24/2026 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR<br>☐ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐<br>(Mandatory in NH)<br>If yes, describe under<br>DESCRIPTION OF OPERATIONS below | N / A | | | | | ☐ PER STATUTE ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| | | | | | | | | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

Keith Hall

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/06/2025

**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 | CONTACT NAME: | |
|---|---|---|
| Marsh McLennan Agency, LLC - Bouchard Region<br>101 North Starcrest Drive<br>Clearwater, FL 33765 | PHONE (A/C, No, Ext): (727) 447-6481 | FAX (A/C, No): |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : American Zurich Insurance Company | 40142 |
| INSURED<br>FrankCrum 12, Inc. Alt. Emp: Gage Golden Construction, LLC dba: BGN Contractors<br>100 South Missouri Avenue<br>Clearwater, FL 33756 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 24FL0801222159 **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 | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WC 47-58-512-13 | 06/01/2024 | 06/01/2025 | X 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 |
| | | | | **Location Coverage Period:** | 07/19/2024 | 06/01/2025 | **Client#** B0839-FL | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Coverage is provided for only those co-employees of, but not subcontractors to:

Gage Golden Construction, LLC dba: BGN Contractors
1901 N East Ave
Panama City, FL 32405

**CERTIFICATE HOLDER**

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

Jodi George

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# LIMITED NOTICE TO PROCEED

via electronic mail

TO: BGN Contractors
FROM: City of Destin, FL
DATE: To be determined (post pre-construction meeting)
SUBJECT: RFP 25-02-REC Annex Pickleball
Contract by and Between City of Destin, Florida and BGN Contractors dated May 5, 2025 (the Contract).

On May 5, 2025, BGN Contractors received its executed Contract with the City of Destin for the project listed above.

The Full Notice to Proceed will follow once all other necessary permits have been obtained.

The total cost of work performed under this LNTP shall not exceed $326,045.96 and shall be billed from Grading and Site Improvements Sections (not including the pre-fabricated bathroom building) in the Schedule of Values, which is Exhibit C in the Contract.

Please acknowledge receipt of this LNTP by completing and signing the space below and returning a copy to this office. Please advise if there are any questions.

Sincerely,

Larry Jones
City Manager
City of Destin, FL

Acceptance of Notice/Receipt of the above Notice to Proceed is hereby acknowledged by:

**_BGN Contractors ___**_____

this _____ day of _____, 2025.

BY: _____
Gage Golden, Owner

**ITEM # 2025-650**

**CITY OF DESTIN**

# AGENDA ITEM

**COUNCIL MEETING DATE:** May 19, 2025
**TYPE OF AGENDA ITEM:** City Manager Report
**AGENDA OUTLINE NUMBER:** 4.C.

**TO:** City Council

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

**FROM:** Larry Jones , City Manager
Michael Burgess, Public Works Director

**DATE:** 5/13/2025

**SUBJECT:** Update from FDOT Regarding Westbound Right-Turn Lane from Highway 98 to Airport Road – Lane Delineator Installation Status

**I. BACKGROUND:** At the April 7, 2025, regular City Council meeting, Council Member Braden made the following request:

> **Councilmember Braden moved that the city requests FDOT to implement safety measures on the westbound right turn lane from Hwy 98 onto Airport Road, such as installing lane delineators, barriers, or similar traffic control devices to prevent vehicles from improperly cutting across traffic and ensure improved traffic flow and public safety in that area. The motion was seconded by Councilmember Trammell and passed 7-0.**

City Manager, Larry Jones, provided the below update during the Regular City Council meeting on April 21, 2025.

**The City Manager reported that,following a request to contact FDOT regarding lane delineators at the intersection of Airport Road and Highway 98, FDOT confirmed they would visit on May 8th. During their visit, FDOT will discuss the city's preferences and assess possible options for improving the intersection. Additionally, FDOT indicated they would also evaluate the intersection near Lowe's and Whole Foods during the same visit and subsequently provide a report to the city.**

**II. DISCUSSION:** FDOT Traffic Operations Program Director, Brian Pettis, followed up with an email from a recent site visit which took place on May 8, 2025 stating:

> "In our review of the westbound right turn lane at Airport Road, we determined the total bike lane width is 5' which includes the 1' buffer markings and a 4' bike lane. In addition, the westbound thru lanes have been reduced to 11'. For the safety of the bicyclist, we do not recommend the installation of physical delineator posts between the westbound thru lanes and the bike lane".

Mr. Pettis also recommended reaching out to:

> "John Whittington and Mark Brock to establish a time to discuss your ideas and concerns for the various priority locations while they are in the planning stage".

**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:** Informational.

Attachments:

None

**ITEM # 2025-653**

**CITY OF DESTIN**

# AGENDA ITEM

**COUNCIL MEETING DATE:** May 19, 2025
**TYPE OF AGENDA ITEM:** Action Item
**AGENDA OUTLINE NUMBER:** 4.D.

**TO:** City Council

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

**FROM:** Larry Jones , City Manager

**DATE:** 5/13/2025

**SUBJECT:** Animal Control Services 2025 Contract - Update

**I. BACKGROUND:** Animal control services for the city have long been provided by the Panhandle Animal Welfare Society (PAWS).

PAWS: A not-for-profit agency; permitted and licensed for domestic animal control activities (domestic animals are euthanized if not adopted, and feral animals are euthanized)
• Service Areas: Okaloosa County and its municipalities
• Funding Sources: Annual contracts with Okaloosa County and municipalities; contributions

**II. DISCUSSION:** For fiscal year 2024, the city approved a contract with PAWS at an annual cost of $69,655, with an additional charge of $75 per weekend call.

For 2025, PAWS has submitted a proposed contract in the amount of $92,761.50, reflecting an increase of $23,106.50 from the previous year. The proposed cost is based on a per capita population of 14,271, resulting in a rate of $6.50 per resident—up from $5.00 per resident in 2024.

In response, the City Manager countered with a rate of $5.75 per resident, matching Okaloosa

County's current rate; PAWS declined the offer.

Since the County plans to renegotiate its contract with PAWS at the end of summer, the City Manager intends to continue negotiations at that time to potentially align the city's rate with any updated county agreement.

**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:** The City Manager is seeking direction from the Council on how to proceed—either to approve the 2025 contract with PAWS as proposed or to continue negotiations in an effort to secure a rate more closely aligned with Okaloosa County's pricing.

**IV. RECOMMENDED MOTION:**

Attachments:

1. Destin--Contract for Services

**CONTRACT FOR SERVICES**

*January 1 , 2025-December 31, 2025*

**THIS CONTRACT** is made and entered into this **1st** day of **January, 2025** between **PANHANDLE ANIMAL WELFARE SOCIETY, INC.** ("PAWS") and **CITY OF DESTIN, FLORIDA** ("Destin").

*Witness:*

**WHEREAS**, the parties do agree that the purpose of this contract is establish PAWS as the administrative and enforcement agency for any Okaloosa County Animal Control Ordinances, Destin Ordinances, and applicable Florida statutes pertaining to animals;

**NOW, THEREFORE**, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

1. Destin shall pay the annual sum of **$92,761.50** by Fiscal Year to be disbursed in monthly payments of **$7,730.12**. Such annual amounts are based on a per capita (14,271) division of costs among local governments which contract for PAWS services. Payment shall be made upon receipt of a monthly statement submitted by PAWS to Destin.

2. PAWS shall not be responsible for the removal of dead animals on public property or public right-of-way. Dead animals on private property may be picked up for a fee as determined by PAWS, after the fee has been paid by the owner of the animal or the owner of the property.

3. PAWS shall enforce all applicable Okaloosa County ordinances, Destin ordinances and Florida statutes relating to animal control, including the following duties and responsibilities.

4. Provide appropriately equipped, certified Animal Control Officers during the normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, to enforce the ordinances of Okaloosa County and Florida Statutes. Operations shall be via demand/response system which prioritizes incoming animal control demands for services from citizens, and dispatches calls to Animal Control Offices in the field. Officers shall respond to citizen requests for assistance and, when not actively engaged in answering dispatched calls, shall perform routine patrolling of the service area.

5. Issue citations against and/or impound animals determined to be in violation of applicable Okaloosa County ordinances, Destin ordinances, and/or Florida Statutes; manage the investigation and prosecution of cruelty, abuse, neglect and abandonment cases, including the designation and supervision of dogs classified pursuant to Florida's "Dangerous Dog" statutes.

6. Provide adequate food, shelter and emergency care as necessary for all impounded animals and stray animals apprehended in the field or surrendered at the PAWS shelter until placed or otherwise humanely destroyed according to law.

7. Maintain suitable office hours at the PAWS animal shelter for the purpose of transacting business in connection with the duties under this contract, including, but not limited to, receiving stray or owner surrendered animals and handling transactions for the redemption or impounded and stray animals.

8. House each impounded and stray animal for the period of time specified by applicable Okaloosa County ordinances, Destin ordinances and/or Florida Statutes, and quarantine bite cases pursuant to a cooperative agreement with the Okaloosa County Health Department.

9. An Animal Control Officer shall remain on-call after hours to respond to emergencies involving injured animals; vicious animals that have bitten or inflicted an injury to a person or other animal; cruelty cases; and other situations reasonable considered to constitute a physical threat to humans or animals.

10. PAWS shall maintain accurate and detailed records of all stray, impounded, or owner-released animals coming into its custody, including dispositions; records of all bite cases and reports of investigations; and detailed financial records of all fines and impound fees. These records shall be open for inspection during normal business hours to persons designated by Destin to review them. In addition, PAWS shall provide to Destin a monthly animal control activity summary.

11. PAWS shall initiate and maintain a program of public education concerning animal-related laws; and promoting responsible pet ownership.

12. PAWS shall assist any Destin-designated agency or group of volunteers on special tasks, such as responding to dog packs, emergency management, and other animal-related situations. Requirements for such assistance shall be communicated by Destin to PAWS in advance, either in writing or verbally, to permit rescheduling of work assignments.

13. As a matter of convenience to private citizens, PAWS may provide pet euthanasia service for medical reasons and disposal of remains, for a reasonable fee to be determined by PAWS.

14. This contract is for the performance period January 1, 2025 through December 31, 2025 and shall remain in force for a period of **12 months**, contingent upon the annual appropriation by Destin of legally available funds for the purpose set forth in this Contract. Both parties shall have the right to terminate this agreement in their absolute discretion at any time by giving the other party written notice of at least 30 days prior to the effective termination date.

15. Venue: The location for litigating any and all claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be exclusively in Okaloosa County, Florida and nowhere else.

**16.** Jury Trial Waiver: **PAWS AND DESTIN AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRETATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.**

17. Public Records: PAWS shall comply with Florida Public Records Laws, specifically to:

    (a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.

    (b) Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all the requirements for maintaining public records and transfer, at no cost, to the City of Destin all public records in possession of PAWS upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a form that is compatible with the information technology systems of the City of Destin.

**IN WITNESS WHEREOF**, the parties have hereunto executed this Contract on this ____ day of January, 2025.

**CITY OF DESTIN**

**By:_____**

**PANHANDLE ANIMAL WELFARE SOCIETY, INC.**

**By:_____**

# MINUTES
# HARBOR COMMUNITY REDEVELOPMENT AGENCY
# ADVISORY COMMITTEE MEETING
# APRIL 9, 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 April 9, 2025, followed immediately with the Pledge of Allegiance.

## 2. ROLL CALL:

| Present | Members Absent | Staff Present |
|---|---|---|
| John Stephens | Casey Jones | Kim Montgomery Deputy City Clerk |
| Jim Green | | Daniel Butler Principal Planner |
| Guy Tadlock | | Jesse Hernandez |
| Lance Johnson | | Kim Kopp City Attorney |
| Jay Howard | | |

## 3. AGENDA APPROVAL:

**Motion by Chairman Stephens to amend the agenda to move the Okaloosa County Crime Report up after the minute's approval, so that Deputy Pierce won't have to attend the entire meeting. Committee member Tadlock provided the second, the motion passed 5-0.**

## 4. MINUTES FOR APPROVAL: March 12, 2025 Minutes

**Motion by Committee member Johnson, seconded by Chairman Stephens to approve the minutes of the March 12, 2025, meeting as written, the motion passed with a 5-0 vote.**

## 5. OCSO Crime Report – Deputy Pierce

- Deputy Pierce provided a report on local crime statistics explaining that the data is limited due to their transition to a new system:

  - Criminal mischief: 3 incidents.
  - Noise complaints: 4 (noted improvement during spring break).
  - Fraud: 3 (mainly involving Bitcoin scams).
  - Suspicious activity: 4 incidents, often around Mountain Drive.
  - Bicycle thefts: Rising issue, particularly involving e-bikes.

- **E-bike Safety Discussion:**

  - E-bikes currently do not require tags or license.
  - They have serial numbers, but few owners record them, making theft recovery difficult.

- Owners should keep records of their eBikes serial numbers and receipts so that if they're recovered or found in pawn shops, they have proof of their ownership.

## ❖ City & Flock Camera Integration

➢ Existing System and Capabilities:
- Discussed program allowing integration of citizen and business cameras with law enforcement systems.
- Deputy Pierce confirmed:
- The program exists and is active.
- Managed by an OCSO investigator who handles integration logistics.
- Any citizen or business with a compatible camera system can voluntarily link it to the Sheriff's Office system.
- Connected cameras feed into the Real-Time Crime Center, which:
- Manned 24/7 by crime analysts.
- Monitors both law enforcement and public-linked camera feeds.
- Provides real-time information to field officers, including bodycam assistance.
- City-owned Flock cameras are planned to be tied into the system.
- It's unclear whether other city facility cameras are currently integrated.
- Staff committed to following up on which city-owned cameras are connected.

➢ **Public Awareness and Council Engagement:**
- It was noted that many members of the public are unaware of this opportunity to integrate.
- Suggested actions to raise more public awareness.
- Public input at a council meeting.
  - Key message for public: The Sheriff's Office can access voluntarily shared cameras, which aids crime prevention and case resolution.

### ➢ System Requirements & Participation:
- Participation is entirely voluntary.
- Requirements for camera integration:
  - Cameras must be Wi-Fi-enabled.
  - Property owners coordinate with the Sheriff's Office for system access setup.
- Some businesses already have multiple cameras (there are 14 located at Luther's Pontoon Rentals per Chairman Stephens).
- Hotels and other facilities (e.g., Emerald Grande) are currently upgrading camera systems.
- Joe's Bayou has existing cameras; Royal Melvin Park is scheduled for installation in the future.
- Suggested expanding coverage:
  - All city parks due to bike thefts, loitering, and general safety.
  - Boardwalk areas using existing light poles and easements.

- The City attorney noted easement conditions would need to be checked, but installation may be feasible.

- Frequency/spacing required for effective coverage.
- Suggested contacting the Emerald Grande IT/security staff for technical insights.
- Mentioned success story where camera footage helped recover a stolen purse, demonstrating the value of integrated systems.

❖ Follow-up tasks include:

- Sharing contact information for Sergeant Grondin with interested parties.
- Exploring boardwalk camera placement strategy via easement review and work plan development.
- Further coordination with property owners and IT professionals for implementation.
- Create a work plan item for continued updates and improvements to the project.

**Chairman Stephens recommended that City Council receive information from OCSO and provide public awareness regarding the opportunity to integrate property owner business cameras with the OCSO real-time camera system, with Committee member Tadlock providing the second.** In discussion, Committee member Tadlock questioned of the City parking lot had cameras. According to Chairman Stephens, he believes there are cameras at Joe's Bayou and soon to be at Capt. Royal Melvin Park**. With no further discussion, the motion passed**

## 6. CURRENT BUSINESS:

➢ **Development and City Projects Update**

- The Capt. Royal Melvin Heritage Park sidewalk will stay as built since this was a Federally approved and funded project by Treasury funds.
  - Staff is working with adjacent property owner to try to acquire an ADA parking space.
- The Development Order for the Cross Town Connector and the rezoning and replatting was approved by the City Council and should be going out for bid in the near future.
- Clement Taylor Park Renovations is still waiting for the funding to be released by the Treasury, the contractor has been selected, and the permits have been pulled, just the funding is what is holding up the project.

## 7. COMMITTEE MEMBER COMMENTS:

➢ **Chairman Stephens –** Spoke of his work plan item he will be bringing to their next meeting for the installation of a breakwater snorkeling area in the swimming area at Clement

Taylor Park. This would be an area for amateur swimmers and those that want to snorkel but don't have the experience in the Gulf at the reefs or at the jetties. He also asked staff to provide the committee with preliminary plans for the boardwalk under the bridge extension.

- **Committee member Johnson –** Spoke of the importance to have all of the north side of the Harbor District utilities placed underground instead of continuing east to the County line, including the Town Center District, even though that is not in their purview. Pointing out how these areas of the city could potentially be devastated from a hurricane, and he would like this committee to make that recommendation to the City Council. He also strongly encouraged staff to try and get the Treasury to release the funds for the Clement Taylor Park renovations.

**Motion by Committee member Johnson, seconded by Committee member Howard to recommend the City Council consider keeping the north section of both the Harbor District and the Town Center as a priority for the undergrounding of utilities project as a priority, instead of continuing east. The motion passed with a unanimous vote of 4-0.**

- **Committee member Tadlock –** Questioned staff about the status of the study for the Stahlman Avenue intersection. According to Mr. Butler, the engineering firm Baskerville Donovan the PD&E study is still under way.

## 8. ADJOURNMENT:

Having no further business at this time, the meeting was adjourned at 6:20 PM.

Adopted and approved this _____ day of _____ 2025.

_____ _____

John Stephens, Chairman Kim Montgomery, Deputy City Clerk

# MINUTES
# TOWN CENTER COMMUNITY
# REDEVELOPMENT AGENCY
# ADVISORY COMMITTEE MEETING
# APRIL 16, 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, April 16, 2025, at the Destin City Hall Annex Council Chambers with the Pledge of Allegiance immediately following.

## 2. ROLL CALL:

| Members Present | Members Absent | Staff Present |
|---|---|---|
| Lockwood Wernet | Corlene Ziegler | Kim Montgomery Deputy Clerk |
| Margie Avery | | Daniel Butler Principal Planner |
| Kyle Davis | | David Prichard CD Director |
| Preston Greene | | Jesse Hernandez Planner |
| Iris Bethea | | Kyle Bauman Sp. Projects Counsel |

## 3. AGENDA APPROVAL: Motion by Chairman Wernet, seconded by Committee member Davis to approve the agenda with no changes, passed 5-0.

## 4. MINUTES FOR APPROVAL: March 19, 2025

**On a consensus by all, the minutes of the March 19, 2025 meeting will be moved to the April meeting for approval.**

## 5. CURRENT BUSINESS:

## 6. February Development and City Projects - Update Daniel Butler

Mr. Butler provided a brief summary of the upcoming projects that are currently under review in the district.

- Cross Town Connector – Rezoning of the two parcels for stormwater management.
- Linear Pathway lighting was discussed and the need to have them installed for safety purposes.
    - Discussions about reasonings why FPL did not want lighting because of it being an power easement and they do not want to have people gathering for any length of time under the power lines. However, there is a lighting plan included in the completed set of plans.

**Motion by Committee member Green, seconded by Committee member Avery to recommend to the City Council to include a lighting plan in the final design of the Linear Pathway, the motion passed 5-0.**

- Phase II of the Harbor Walk Village Emerald Grand. The project is going before

the City Council Monday, the 21st, at 6 PM informational only at this point to be transparent to the public.

- Mattie Kelly Drainage Outfall & the Mattie Kelly Park, which is a FDEP joint project.
- Morgan Sports Center Batting Cages will be going out to bid soon. Additionally, there is a Development Order to construct a new Field House and add additional bathrooms and a storage building.
- 10-foot sidewalk requirements in front of the CRMH Park will not be increased from 6-foot because when it was approved by the Feds, 6-feet was the size and in order to make the change, it would have to go back to them, and that could cause issues that the city is not wanting to pursue.

**7. MEMBER COMMENTS:**

- **Chairman Wernet – Work Plan/Annual Report** The Chairman handed out past work plans to the members to review for the members to review and have an idea how to fill them out. He encouraged the members to review their Town Center Master Plan that was recently approved and adopted by City Council.
- **Committee member Green –** Questioned how they do they accomplish work plans that have multiple members working on them. Mr. Bauman explained that each member would agree at a meeting to work on a certain portion of whatever the task is, then bring any findings or accomplishments to discuss at their next scheduled meeting.
- **Committee member Avery –** Asked if there is a possibility of having events or gatherings in the Linear Pathway. Mr. Butler informed the members that with the pathway being an FPL easement, that would only be possible at the Jewel Melvin Park portion, since FPL does not want people gathering for any length of time under the powerlines.

Mr. Butler introduces David Prichard, Community Development Director as well as Planner Jesse Hernandez to the members.

**8. ADJOURNMENT:**

Having no further discussions, the meeting was adjourned at 6:10 PM.

Adopted and approved _____ day of _____2025.

_____ _____

Lockwood Wernet Chairman Kim Montgomery Deputy City Clerk

# MINUTES OF THE
# PARKS & RECREATION COMMITTEE
# MEETING DESTIN CITY HALL BOARDROOM
# APRIL 22, 2025, - 4:00 PM

## 1. CALL TO ORDER:

Chairwoman Weidenhamer called the Parks & Recreation Committee meeting to order at 4:07 p.m. on Tuesday, April 22, 2025, in the Destin City Hall Boardroom.

## 2. ROLL CALL:

| Members Present | Members Absent | Staff Present |
|---|---|---|
| Autumn Weidenhamer | Allison Stephens | Ryan Reed P&R Deputy Director |
| Aubrey Santucci | Bryan Otto | Bryan Kellar Recreation Supervisor |
| Jessica Julian | | Sharon Gardner Records Mgmt. Specialist |
| Jan McGraw | | |

## 3. APPROVAL OF MINUTES:

**A.) March 25, 2025, Parks and Recreation Committee Meeting Minutes.**

**Motion made by Chairwoman Weidenhamer and seconded by Committee member Jessica Julian to approve the minutes from March 25, 2025. The motion passed 4-0**.

**Chairwoman Weidenhamer announced the new member of the committee, Aubrey Santucci, and made a motion to add the introduction to the Agenda. Committee member Jessica Jullian provided the second. The motion passed 4-0.**

## 4. NEW BUSINESS

**A.) Norriego Point Entrance Sign**

Parks & Recreation Deputy Director Ryan Reed directed the committee members to the photo in their packet showing the new sign to be erected at the entrance to Norriego Point Recreation area. Members and staff all agreed that the rendition of the sign looked very nice, and all were excited to see it installed.

**B.) Morgan Sport Center-Information only**

Deputy Director Reed gave the following update on the status of the Morgan Sports Center Project.

- A new three-bay maintenance building will replace the existing shed.
- A new bathroom facility will be built, featuring additional space for indoor equipment storage and use as a fieldhouse.
- Batting cage renovation is included, with updated nets, lighting, and power.
- The project plans were included in a 160-page packet and were previously discussed about a year ago.
- The development order was recently approved by the city council, and this update was for informational purposes only.
- Final decisions on details such as colors and internal layouts are still pending and will be brought back for review.

Discussion between committee members and Deputy Director Reed continued regarding the length of the lease between the city and Destin Water Users and the timeline for how long before the project was completed. Deputy Director Reed explained that the timeline will become clearer once the project is put out for public bidding.

**5. OLD BUSINESS**

**A.) Park Inspection Assignments**

Deputy Director Reed explained that each committee member will be assigned to specific parks to evaluate using a standard form. It was mentioned that parks haven't been assigned yet due to turnover and delays. Previously, members of the committee took 4-5 parks based on preferences (sports vs trails, etc.). Evaluation submissions are expected twice a year-spring and fall- with summer being optional due to high activity. Deputy Director Reed offered to help any committee member unfamiliar with park locations, referencing the map that was included in their packet.

Chairwoman Weidenhamer reminded members about the committee's dog park adoption effort, explaining that each month a different member visits the dog park to inspect, clean, and report issues. It was noted that the plan is to send forms and finalize assignments before the next meeting and to accommodate changes if needed.

**B.) Arbor Day 04/25/2025**

Deputy Director Reed introduced the upcoming event: April 25th at Kell-Air Nature Walk Park where they will plant a Bald Cypress Tree. He noted that the start time is 10AM, with staff arriving earlier to prepare, and he invited members to attend if available. Discussion ensued regarding the tree grant that the city received which included 12 trees to be planted at various parks.

**6. COMMITTEE MEMBER COMMENTS/QUESTIONS**

Chairwoman Weidenhamer mentioned that they didn't make a motion regarding approving the Norriego Point Entrance Sign.

**Committee member Jessica Julian made the motion to approve the sign, second was provided by Jan McGraw. Motion passed 4-0.**

Chairwoman Weidenhamer brought up an issue related to park inspection assignments. She noted that Councilwoman Trammell had previously raised concerns that while committee recommendations were being implemented, there was no formal record linking those actions to the committee. The importance of documentation was emphasized, particularly for accountability and to demonstrate to the City Council that the committee is making tangible contributions. Suggestions were made that committee members should submit recommendations in writing to city staff and to ensure that staff provide follow-up once actions are completed. It was stressed that this is the way to track progress and validate the committee's impact.

Chairwoman Weidenhamer then shifted the conversation to a new member introduction that she had forgotten to cover earlier in the agenda. Committee member Aubrey Santucci introduced herself as a long-term Destin resident of 37-38 years, mentioning her previous service as a past chairperson for the Parks & Recreation Committee. Having more time in her schedule due to changes in family and work commitments, she expressed enthusiasm to return and contribute to the committee again.

**A.) Chairwoman Weidenhamer**

**Pooch Palooza Recap-**

Chairwoman Weidenhamer provided a recap of the pooch palooza and announced how successful the event was. The event more than doubled its fundraising goal and saw more than double or triple the expected attendance. Appreciation was expressed for the committee's support, with a desire to continue growing the event annually. Discussion followed regarding the potential to establish the first Saturday in April as the recurring date for the Pooch Palooza. Several committee members raised awareness that Easter may fall on the first weekend of some years, potentially conflicting with event planning. Deputy Director Reed added that with proper advanced notice and coordination with the scheduling team, including Recreation Supervisor Bryan Kellar, who oversees tournaments, the committee should be able to reserve the preserved weekend when possible.

Chairwoman Weidenhamer continued the discussion by informing the committee members that over $1000 was raised from the recent event, emphasizing the importance of using the funds in a way that results in visible improvements to the park. Suggestions included upgrading drinking fountains, with Committee member Jessica Julian raising the idea of a dog shampoo/washing station. Chairwoman Weidenhamer invited committee members to reflect on alternative ideas and suggested visiting the topic at the next meeting, clarifying that since funds were raised through the Parks Foundation, they should go toward "Wish List" items- enhancements beyond routine maintenance that aren't covered under the general Parks and Recreation budget. Various committee members supported taking more time to evaluate and brainstorm ideas with several of

the members expressing gathering input from park visitors and revisiting the discussion at the next meeting.

**Artificial Turf**

Chairwoman Weidenhamer initiated the discussion on artificial turf as a potential improvement to the dog park, referencing a vendor, Forever Lawn Emerald Coast, who showed interest during Pooch Palooza. It was noted that the vendor's quote was prohibitively expensive, and the suggestion from Chairwoman Weidenhamer was perhaps installing artificial turf in smaller sections as a possible solution and offered to invite the vendor to present to the committee at a future meeting. Committee member Jessica Julian compared the issue to the earlier discussion on dog wash stations-highlighting that artificial turf has both advocates and critics. She supported the idea of learning more and suggested that having an expert speak to the group could help the committee make a more informed and balanced decision. Committee member Jan McGraw supported bringing in a knowledgeable vendor, emphasizing that expert insight could benefit the entire community and help in weighing the pros and cons effectively. Committee member Aubrey Santucci who works in landscaping, cautioned against artificial turf, citing experience with odor and sanitation issues in both commercial and residential settings. Deputy Director Reed, from a maintenance and operations perspective, offered extensive insight. He noted that the city has re-sodded the dog park multiple times, even using high-grade Bermuda grass for durability. Deputy Director Reed supported the idea of sectional artificial turf to help preserve park conditions while still maintaining a blend of grass and other surfaces like sand.
Chairwoman Weidenhamer concluded the discussion by reiterating that artificial turf technology has evolved, with some versions allowing better drainage and odor control. She offered to follow up with the vendor to see if they are still interested in presenting to the committee.

**Little Free Library Work Plan**

Chairwoman Weidenhamer reintroduced the idea of installing Little Free Libraries in public parks, an initiative that had been previously discussed but was delayed due to Pooch Palooza and other events. The proposal was a phased implementation, beginning with one park per year, with the goal of promoting literacy and community engagement through book exchanges. Chairwoman Weidenhamer mentioned that they already have boxes available in storage and suggested seeking sponsorship to cover installation costs, which could also offer a small advertising opportunity for donors. Committee member Santucci asked for clarification on how existing Little Free Libraries around town are maintained, wondering whether they were managed by individuals or through a formal organization. Chairwoman Weidenhamer confirmed that many are on private property, often maintained by homeowners. Deputy Director Reed contributed that the Boy Scouts were responsible for the ones at beach access points, and there was potential to engage the Girl Scouts for similar projects, which could even qualify as a badge-earning activity. Bryan Kellar, Recreation Supervisor, mentioned expanding the Little Free Library concept to the dog park, by installing small boxes filled with dog toys, tennis balls, frisbees, and other pet-friendly items for public use and exchange. Chairwoman Weidenhamer concluded the discussion by promising to draft a work plan

and asked for feedback or additional ideas emphasizing the visibility and accessibility benefits of placing these libraires in public areas, especially given the city's tourist traffic. It was also noted that by partnering with the official Little Free Library organization, the locations can be registered on a national map, which appeals to people who enjoy tracking or visiting these installations.

**Children's Park Grand Re-Opening/Ribbon Cutting**

Chairwoman Weidenhamer initiated the conversation by asking if the committee should be responsible for planning a grand re-opening for the Children's Park, or if the city staff handle that. Deputy Director Reed responded, explaining that the park is nearing completion, with only fencing and final site work left to be completed. He confirmed the city had not yet made any event plans but welcomed the idea of the committee taking charge stating that the completion date is by the end of May, and once the final construction timeline is clearer, they can coordinate on a grand re-opening date. He acknowledged the tight timeframe especially with the next official meeting not scheduled until May 27th but expressed confidence that collaboration through email could keep things on track, emphasizing the importance of planning now due to the short window before the park opens.

**B.) Jessica Julian**

Mentioned how she had contacted Deputy Director Reed regarding nets at Buck Destin park, and some other things that people in the community had brought to her attention. Commented how fun it was to volunteer at the Easter Egg hunt at Morgan Sport Center and how excited the parents and kids were.

**C.) Jan Mc Graw**

Expressed concerns about specific sidewalk areas at Dalton Threadgill park that needed addressing as there were safety issues with people tripping and falling.

**D.) Aubrey Santucci**

Expressed a desire to bring up a topic for the next meeting-the need for a safe place for e-bike riders, particularly for youth. Local chatter in the community had increasingly focused on how unsafe the current situation is for young e-bike riders. She concluded by reiterating that the current lack of space leads to conflict and community friction, and that a city-led solution could both mitigate danger and restore a sense of order and inclusion for local families.

## 7. STAFF REPORTS

### A.) Park Updates

Deputy Director Reed revisited the topic of the Master Plan. He emphasized that this will be a major upcoming focus, mentioning that he will keep everyone updated as small meetings occur and outreach efforts ramp up that would involve surveys, both mailed and online. He encouraged the team to spread the word to friends and families, underlining that community feedback will be essential for assessing existing conditions and identifying areas for improvement. He elaborated that the master plan would help guide decisions about underutilized spaces, like pocket parks, referencing Jewel Melvin Park specifically.

**8. COMMENTS FROM THE AUDIENCE** -None

**9. CLOSING REMARKS & ADJOURNMENT**

**10. PUBLIC COMMENTS-** None

**11. NEXT MEETING DATE:**
Chairwoman Weidenhamer announced the next meeting will be May 27th.

**ADJOURNMENT:**

Having no further discussions, the meeting adjourned at 4:57 PM

Adopted and approved this _____ day of _____2025.

_____ _____
Autumn Weidenhamer, Chairwoman Sharon Gardner Records Mgmt. Specialist

**ITEM # 2025-240**

**CITY OF DESTIN**

# AGENDA ITEM

**COUNCIL MEETING DATE:** May 19, 2025
**TYPE OF AGENDA ITEM:** Announcement
**AGENDA OUTLINE NUMBER:** 4.F.

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**TO:** City Council

**THRU:**

**FROM:**

**DATE:**

**SUBJECT:** Announcements

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**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

**ITEM # 2025-467**

**CITY OF DESTIN**

# AGENDA ITEM

**COUNCIL MEETING DATE:** May 19, 2025
**TYPE OF AGENDA ITEM:** Ordinance
**AGENDA OUTLINE NUMBER:** 5.A.

**TO:** City Council

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

**FROM:** David Prichard, Community Development Director

**DATE:** May 8, 2025

**SUBJECT:** First reading of Ordinance 25-05-CC - Relating to livery vessels; amending Article VIII "*Registration of Livery Vessels"; a*mending provisions related to transferability of permits; providing for additional required training and safety measures.

**I. BACKGROUND:** Proposed Ordinance 25-05-CC requires additional training and safety measures for livery vessel operators and their customers, codifies the livery vessel cap within the City, and makes clarifications to permit transferability. The cap on the number of livery vessels is based on the current number of livery vessels legally registered and expected to register based on the recent clarifications related to bareboat yachts and the existing boat club within the city. Proposed clarifications on permit registration transferability include the ability to transfer permit registrations provided the vessel is transferred with the permit, but prohibits separate permit transfers if detached from the vessel to which the permit is registered. Abandoned permits would be required to be returned to the City.

**II. DISCUSSION:** Proposed Ordinance 25-05-CC contains updates related to safety measures for livery operators as well as clarifications on transferability of livery registration permits. With respect to safety measures, the City is proposing to adopt standards consistent with those adopted by Okaloosa County. The additional safety measures include additional required training for both operator employees and customers, as well as a bracelet system for livery operator identification, as further detailed below:

Required Safety Measures.
A. *Employee training.*
Employees shall be required to complete the following training and upon request provide documentation at the site to any county or its designees. At all times during business hours, an

employee that has completed the training must be located at the business facility. Employees that have not completed the training shall have 30 days from start of employment to complete the training and may temporarily operate under the supervision of someone who has completed the training. Current/existing employees shall have six months from the effective date of this article to comply with these training requirements. Documentation of training must be kept at the business location and be made available for inspection at all times when the business is open. Training shall apply to all employees that supervise, take reservations, handle paperwork with customers, provide pre-ride/pre-rental training, or otherwise operate the rental or response/recovery equipment and shall include the following:

(1) State of Florida Boating Safety Education Course;

(2) Okaloosa Boating and Waterway Safety Video;

(3) FWC's online livery course;

(4) American Heart Association First Aid Response Course;

(5) PWC or pontoon equipment training. In-house training on the safety/operation on the specific apparatus rented by the vendor; and

(6) Contingency training. In-house training for the employee on the specific contingency plans required for this business location.

B. *Rental customer operating requirements.*

(1) *Training.* In addition to any and all state mandated training, all operators of the rental vessel shall undergo the following training:

(a) Okaloosa Boating and Waterway Safety Video;

(b) PWC or Pontoon equipment video/training on the safety/operation on the specific apparatus rented; and

(c) Emergency contact information for law enforcement, Coast Guard, 911, and vendor.

(2) *Operator identification.* Operators shall have a wristband indicating they have met the training requirements above and are properly licensed. There shall be two separate identification colored wristbands which shall be used by the business to identify the operators, the color coordination of wristbands is as follows:

(a) Green - to use when operator is over the age of 18 years old and was born before January 1, 1988, and by Florida law is not required to obtain a Florida Temporary Boaters Certification or obtain the National Association of State Boating Law Administrators (NASBLA) approved boaters license or passed a Florida Temporary Boaters Certification.

(b) Pink - to use when operator is over the age of 18 but born after January 1, 1988.

(3) *License.* All livery vessel businesses shall maintain a copy of the operator/renters state drivers' license/certification which can be produced to the appropriate county/state authorities if and when requested.

(4) *Required documentation.*

(a) The rental customer shall have a copy of the rental agreement;

(b) Contact number/call sign to contact rental agency;

(c) Safety and operational information for the device;

(d) Map of the area with the location of rental agency shown as well as any boater restrictive areas;

(e) Emergency contact information and other emergency rental agency; communication device - Shall be an operational cell phone, portable marine radio or other device capable to communicate to the business and emergency personnel; and

(f) Identification markings shall be placed on each personal flotation device worn by operators of the livery vessels which distinguishes the business from other businesses engaged in the rental of livery vessels.

The proposed ordinance also codifies a cap on the number of livery vessels based on the current number registered and expected to register shortly based on the recent clarifications related to bareboat yachts and the existing boat club within the city. Permits are transferable provided they remain attached to a vessel, but cannot be otherwise transferred, Abandoned permits/registrations would be returned to the City of Destin. Proposed clarifications on permit registration transferability are as follows:

**Sec. 13-148. - Permit not transferable.**

1. The number of livery vessel permits within the City of Destin is capped at 490. Livery vessel permits must be attached to a designated vessel at all times, by virtue of attaching to the vessel's current, unexpired and valid State of Florida vessel registration number, or shall be automatically returned to the City of Destin and made available to other applicants subject to all requirements of the City's Code of Ordinances and Land Development Code.

2. No permit issued under this article creates any vested right. Except as provided in subsection b, no ~~No~~ permit shall be transferable or assignable. No permit shall be used by any vendor other than the one to whom it is issued. If a vendor is an entity, of any kind, and the ownership of the entity is sold, transferred, or assigned, then the entity shall notify the city within ten (10) days of change in ownership, or any permit shall be deemed automatically revoked and returned to the City of Destin. No permit shall be used at any location other than the one for which it is issued except as provided in subsection (b).

Provided the permit remains attached to a designated vessel, the vessel and permit are transferable and assignable within the City of Destin. Transfer or assignment of such permitted vessel does not relieve the new owner of the obligation to comply with all provisions of the City's Code of Ordinances and Land Development Code applicable to livery vessels. If the permitted vessel is sold, transferred, or assigned, then the purchasing entity, transferee or assignee shall notify the city within ten (10) days of change in ownership, or any permit shall be deemed automatically revoked and returned to the City of Destin.

A livery vessel permit is deemed revoked and automatically returned to the City at such time as the use of the permit has been abandoned for a period of at least 180 days. For purposes of this subsection, abandonment shall mean that the permitted vessel has not been used in the normal course of business for at least 180 days, including but not limited to the operator's failure to annually register with the City.

**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. Improve mobility and connectivity

**B. Effect on Budget (EOB):** N/A

**C. Level of Service (LOS):** This ordinance will provide more consistent guidance that follows the county and the surrounding community regarding livery regulations.

**D. Legislative Sponsor:** Requested by Destin City Council prior to passage of Legislative Sponsor resolution.

**E. Business Impact Statement:** ***City of Destin Business Impact Statement – Ord 25-05-CC***

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance:
   Proposed Ordinance 25-05-CC requires additional training and safety measures for livery vessel operators and their customers, codifies the livery vessel cap within the City, and makes clarifications to permit transferability. The cap on the number of livery vessels is based on the current number of livery vessels legally registered and expected to register based on the recent clarifications related to bareboat yachts and the existing boat club within the city.
2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:
   Because the ordinance is only clarifying how to identify livery vessel operators, and set the cap on the number of livery registrations, which is consistent with the previous 4 years of registrations, there is an estimated minimal economic effect on businesses located in the City of Destin.
3. Estimate of direct compliance costs that businesses may reasonably incur:
   There will be minimal compliance costs associated with this ordinance to comply with the wristband identification system that the County already requires.
4. Any new charge or fee imposed by the proposed ordinance:
   There is no new fee associated with this ordinance.
5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:
   There will be no increased regulatory cost or revenues from fees as there are no regulatory fees associated with this ordinance.
6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
   The City already has a livery moratorium in place that caps the amount of livery registrations for the City of Destin. However, the transferability of the registrations is now revoked unless there is a change in ownership of the entity with active registrations. This is applicable to all livery businesses or operators which is about 20.

**III. CONCLUSION:** This ordinance proposes to provide consistent regulations regarding operator identification that are in line with the surrounding communities and Okaloosa County. At the same time, it provides for a maximum number of registrations allowed for livery vessels, including pontoons, Personal Watercraft (PWC), and vessels maintained and rented by boating

clubs.

**IV. RECOMMENDED MOTION:** I move to approve Ordinance 25-05-CC on first reading.

Attachments:

1. 25-05-CC LIVERY SAFETY for May mtg

**ORDINANCE 25-05-CC**

**AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO LIVERY VESSELS; AMENDING ARTICLE VIII "REGISTRATION OF LIVERY VESSELS" OF THE CITY CODE OF ORDINANCES; AMENDING PROVISIONS RELATED TO TRANSFERABILITY OF PERMITS; PROVIDING FOR ADDITIONAL REQUIRED TRAINING AND SAFETY MEASURES; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**SECTION 1. AUTHORITY.**

The authority for enactment of this Ordinance is Article 1, Section l.0l (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 386, Florida Statutes.

**SECTION 2. FINDINGS OF FACT.**

**WHEREAS**, the tranquility, environmentally sound, and orderly and safe use of City waterways is of prime importance to the city, its citizens and visitors; and

**WHEREAS**, the City Council of the City of Destin recognizes that the unregulated rental of livery vessels by the public impacts the welfare of the historic working waterfront, and jeopardizes the health, safety and welfare of the city's residents, property owners, and visitors; and

**WHEREAS**, it is therefore necessary and in the interest of the public health, safety and welfare to monitor and provide reasonable means to ensure adherence to state laws and insure safe and responsible operation of such livery vessels; and

**WHEREAS**, the unregulated rental of livery vessels has led to increased instances of unlicensed businesses renting livery vessels to inexperienced operators, which has led to unsafe conditions in the waters of the city during many times of the year; and

**WHEREAS**, the requirement of a permit for each livery vessel, that shall be rented out within the city, and the permit fees collected and used to support the code enforcement division in enforcing this ordinance, have allowed the city to effectively regulate and monitor livery vessels being rented by businesses within the city, which is reasonably related to protecting the public health, safety, and welfare of the city's residents and visitors, and is also reasonably related to preserving the historic working waterfront of the city; and

**WHEREAS**, the City Council desires to cap the number of permitted livery vessels operating within the City at 490 to reflect the number of livery vessels that are either currently, legally permitted to operate within the City of Destin, or are expected to become legally permitted in the immediate future pursuant to Ordinance Number 24-15-CC (which made clarifications to the definition of livery vessels set forth in section 13-141 of the City Code of Ordinances and contained provisions making clarifications for bareboat liveries such as yachts and boat clubs pursuant to the terms of the ordinance); and

**WHEREAS**, the City Code of Ordinances, Article VIII requires permitting and regulations of livery vessels; and

**WHEREAS**, the City Council desires to require additional training and safety measures for operators and renters of livery vessels in order to best protect the public health, safety and welfare; and

**WHEREAS**, the City Council finds that this Ordinance serves the public interest and is necessary and appropriate to protect public health, safety, and welfare of its citizens and visitors.

**WHEREAS,** the City Council has determined that this ordinance is in the best interests of the City and its citizens; and

**WHEREAS,** two public hearings have 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, <u>underline language</u> 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.**

**SECTION 3. AMENDING ARTICLE VIII OF THE CODE OF ORDINANCES, SECTION 13-141, "DEFINITIONS" AND SECTION 13-144 "APPLICATION FOR PERMIT."**

Article VIII of the Code of Ordinances is hereby amended as follows:

***

**ARTICLE VIII. - PERMITTING OF LIVERY VESSEL RENTALS**

***

**Sec. 13-145. - General regulations/standards.**

(1) Livery vessel vendor shall ensure compliance with boater safety identification pursuant to F.S. § 327.395, and with livery safety regulations pursuant to F.S. § 327.54.

(2) Boater safety information shall be located in a place visible to the renting public.

(3) Livery vessel vendor shall provide local safety and regulatory instruction, such as no-wake zones, Crab Island safety corridor, etc. (may be combined with requirements of F.S. § 327.54).

(4) Permanent restrooms and business-owned trash and recycling receptacles must be provided on the property on which the livery vessel docking location is located.

(5) Each livery vessel for rental shall have legible information identifying the rental company name, telephone number and vessel name or number.

<u>(6) Required Safety Measures.</u>

<u>A. *Employee training.*</u>

Employees shall be required to complete the following training and upon request provide documentation at the site to any county or its designees. At all times during business hours, an employee that has completed the training must be located at the business facility. Employees that have not completed the training shall have 30 days from start of employment to complete the training and may temporarily operate under the supervision of someone who has completed the training. Current/existing employees shall have six months from the effective date of this article to comply with these training requirements. Documentation of training must be kept at the business location and be made available for inspection at all times thwhen the business is open. Training shall apply to all employees that supervise, take reservations, handle paperwork with customers, provide pre-ride/pre-rental training, or otherwise operate the rental or response/recovery equipment and shall include the following:

(1) State of Florida Boating Safety Education Course;

(2) Okaloosa Boating and Waterway Safety Video;

(3) FWC's online livery course;

(4) American Heart Association First Aid Response Course;

(5) PWC or pontoon equipment training. In-house training on the safety/operation on the specific apparatus rented by the vendor; and

(6) Contingency training. In-house training for the employee on the specific contingency plans required for this business location.

B. *Rental customer operating requirements.*

(1) *Training.* In addition to any and all state mandated training, all operators of the rental vessel shall undergo the following training:

(a) Okaloosa Boating and Waterway Safety Video;

(b) PWC or Pontoon equipment video/training on the safety/operation on the specific apparatus rented; and

(c) Emergency contact information for law enforcement, Coast Guard, 911, and vendor.

(2) *Operator identification.* Operators shall have a wristband indicating they have met the training requirements above and are properly licensed. There shall be two separate identification colored wristbands which shall be used by the business to identify the operators, the color coordination of wristbands is as follows:

(a) Green - to use when operator is over the age of 18 years old and was born before January 1, 1988, and by Florida law is not required to obtain a Florida Temporary Boaters Certification or obtain the National Association of State Boating Law Administrators (NASBLA) approved boaters license or passed a Florida Temporary Boaters Certification.

(b) Pink - to use when operator is over the age of 18 but born after January 1, 1988.

(3) *License.* All livery vessel businesses shall maintain a copy of the operator/renters state drivers' license/certification which can be produced to the appropriate county/state authorities if and when requested.

(4) *Required documentation.*

(a) The rental customer shall have a copy of the rental agreement;

(b) Contact number/call sign to contact rental agency;

(c) Safety and operational information for the device;

(d) Map of the area with the location of rental agency shown as well as any boater restrictive areas;

(e) Emergency contact information and other emergency rental agency; communication device - Shall be an operational cell phone, portable marine radio or other device capable to communicate to the business and emergency personnel; and

(f) Identification markings shall be placed on each personal flotation device worn by operators of the livery vessels which distinguishes the business from other businesses engaged in the rental of livery vessels.

***

**Sec. 13-148. - Permit not transferable.**

(a) The number of livery vessel permits within the City of Destin is capped at Four Hundred and Ninety (490). Livery vessel permits must be attached to a designated vessel at all times, by virtue of attaching to the vessel's current, unexpired and valid State of Florida vessel registration number, or shall be automatically returned to the City of Destin and made available to other applicants subject to all requirements of the City's Code of Ordinances and Land Development Code.

(b) No permit issued under this article creates any vested right. Except as provided in subsection b, no ~~No~~ permit shall be transferable or assignable. No permit shall be used by any vendor other than the one to whom it is issued. If a vendor is an entity, of any kind, and the ownership of the entity is sold, transferred, or assigned, then the entity shall notify the city within ten (10) days of change in ownership, or any permit shall be deemed automatically revoked and returned to the City of Destin. No permit shall be used at any location other than the one for which it is issued except as provided in subsection (b).

(c) Provided the permit remains attached to a designated vessel, the vessel and permit are transferable and assignable within the City of Destin. Transfer or assignment of such permitted vessel does not relieve the new owner of the obligation to comply with all provisions of the City's Code of Ordinances and Land Development Code applicable to livery vessels. If the permitted vessel is sold, transferred, or assigned, then the purchasing entity, transferee or assignee shall notify the city within ten (10) days of change in ownership, or any permit shall be deemed automatically revoked and returned to the City of Destin.

(d) A livery vessel permit is deemed revoked and automatically returned to the City at such time as the use of the permit has been abandoned for a period of at least 180 days. For purposes of this subsection, abandonment shall mean that the permitted vessel has not been used in the normal course of business for at least 180 days, including but not limited to the operator's failure to annually register with the City.

***

**SECTION 4. INCORPORATION INTO CITY CODE OF ORDINANCES**. This ordinance shall be incorporated into the City of Destin's Code of Ordinances and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

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

**SECTION 6. SEVERABILITY.** If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

ADOPTED this _____ day of _____, 2025.

_____
Bobby Wagner, Mayor

ATTEST:

_____
Rey Bailey, City Clerk

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

_____
Kimberly Romano Kopp, City Attorney

First Reading: May 19,2025
Second Reading:

**ITEM # 2025-505**

**CITY OF DESTIN**

# AGENDA ITEM

**COUNCIL MEETING DATE:** May 19, 2025
**TYPE OF AGENDA ITEM:** Ordinance
**AGENDA OUTLINE NUMBER:** 5.B.

**TO:** City Council

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

**FROM:** David Prichard, Community Development Director

**DATE:** May 7, 2025

**SUBJECT:** First Reading Ordinance 25-11-CC - Relating to noise regulations; amending Chapter 14 "*Offenses and Miscellaneous Provisions";* Article II "*Noise"* of the city Code of Ordinances; amending definitions; amending provisions relating to the measurement or assessment of noise; and providing for permissible noise levels.

**I. BACKGROUND:** At the regularly scheduled February 18th, 2025, City Council meeting, Councilman Braden raised the issue of noise complaints within the City. A motion to amend the Noise Ordinance was made by Councilman Braden and seconded by Councilwoman Hebert.

**II. DISCUSSION:** Councilman Braden brought to the Council the issue of inconsistent noise ordinance applications, or repeated issues that had not been resolved in the past and have continued. Several residents have reached out or even come to Council meetings to try and get specific issues addressed. The discussion at Council focused mainly on the lack of enforcement in residential districts. At issue, though, currently, the Noise Ordinance is challenging to enforce based on the distancing requirement in residential districts.

In residential districts, in order to find a noise violation, it must be heard at an unreasonable level 150 feet from the property line of the source of noise. This means if a direct next-door neighbor is producing noise that is disturbing you, but is not heard or is unreasonable at 150 feet from the property, there is no violation. The new regulations fix this issue, as well as tighten up others, specifically when construction activity can occur from 6 AM to 7 AM. Further, it increases the monetary fine for the third offense from $250.00 to $500.00. The ordinance constitutes regulations to ensure the health, safety and welfare of the public

These amendments were created in coordination with the Sheriff's office to ensure they were just as easily enforceable for them as Code Compliance Staff.

**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:** Councilman Braden

**E. Business Impact Statement:** ***City of Destin Business Impact Statement – Ord 25-11-CC***

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance:
   Proposed ordinance 25-11-CC will amend the City of Destin's current Noise Ordinance Chapter 14, Article II.
2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:
   Because the ordinance is amending the current ordinance there may be only marginal economic effects at best on businesses located in the City of Destin.
3. Estimate of direct compliance costs that businesses may reasonably incur:
   There are no direct compliance costs associated with this ordinance.
4. Any new charge or fee imposed by the proposed ordinance:
   There is no new fee associated with this ordinance.
5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:
   There will be no regulatory cost or revenues from fees as there are no regulatory fees associated with this ordinance .
6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
   The City already has a noise ordinance in place that cover all existing business so there will be no new impacts to business.

**III. CONCLUSION:** The updates to the Noise ordinance will allow Code Compliance Staff the ability to more effectively and consistently enforce the Noise Ordinance. This will in turn provide residents and visitors a more enjoyable experience in town.

**IV. RECOMMENDED MOTION:** I move the City Council to approve Ordinance 25-11-CC on First Reading, as presented.

Attachments:

1. Ord. 25-11-CC

**ORDINANCE 25-11-CC**

**AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO NOISE REGULATIONS; AMENDING CHAPTER 14 "OFFENSES AND MISCELLANEOUS PROVISIONS," ARTICLE II "NOISE" OF THE CITY CODE OF ORDINANCES; AMENDING DEFINITIONS; AMENDING PROVISIONS RELATING TO MEASUREMENT OR ASSESSMENT OF NOISE; PROVIDING FOR PERMISSIBLE NOISE LEVELS; PROVIDING FOR EXEMPTIONS; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**SECTION 1. AUTHORITY.**

The authority for enactment of this Ordinance is Article 1, Section l.0l (b) of the City Charter, Section 166.021, Florida Statutes.

**SECTION 2. FINDINGS OF FACT.**

**WHEREAS**, the City Council finds that excessive and unnecessary noise interferes with residents' quality of life and can interfere with the health safety and welfare of the general public; and

**WHEREAS**, the City Council finds that, in particular, excessive and unnecessary noise can cause adverse psychological and physiological effects on humans; and

**WHEREAS**, the City Council finds that the provisions and prohibitions contained herein are enacted in pursuance of and for the purpose of securing and promoting the public health, safety, welfare and quality of life of residents and visitors of the City of Destin; and

**WHEREAS**, the City Council has determined that the "plainly audible" standard is superior to the use of a decibel meter due to evidentiary issues encountered via the use of such decibel meter is relied upon in court proceedings; and

**WHEREAS**, the City Council finds that this Ordinance serves the public interest and is necessary and appropriate to protect public health, safety, and welfare of its citizens and visitors.

**WHEREAS,** the City Council has determined that this ordinance is in the best interests of the City and its citizens; and

**WHEREAS,** two public hearings have 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, <u>underline language</u> 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.**

**SECTION 3. AMENDMENT OF CODE OF ORDINANCES CHAPTER 14 OFFENSES AND MISCELLANEOUS PROVISIONS, ARTICLE II NOISE.**

Chapter 14, Article II of the Code of Ordinances is hereby amended as follows:

***

**CHAPTER 14**

**OFFENSES AND MISCELLANEOUS PROVISIONS**

***

**ARTICLE II. - NOISE**

***

**Sec. 14-52. Terminology, standards, and definitions.**

(a) *Definitions.* The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, unless the context clearly indicates a different meaning:

***

*Noise* or *noise disturbance*, for purposes of this article, shall mean any sound produced in such quantity and for such duration that it annoys, disturbs or injures a reasonable individual of normal sensitivities, ~~and~~ or exceeds the sound level limits set forth in this article or is plainly audible.

***

*Source* means the location of and the activity which emits noise or sound which is audible. ~~outside the source owner's property line.~~

***

**Sec. 14-~~54~~55 Measurement or assessment of noise.**

(a) Assessment of noise without sound level meter.

(1) No person shall create a sound that is plainly audible at the times and or distance requirements set forth in this section ~~Table 1~~.

(2) Noise disturbances in violation of this subsection shall be confirmed by the investigating officer. The investigating officer who hears a noise disturbance that is plainly audible shall assess the noise disturbance by measuring the distance from ~~the property line or right-of-way line of~~ the source of the noise disturbance according to the following standards:

a. Residential Properties abutting Residential Properties:

i. Time: At all times of the day

ii. Distance: Noise or noise disturbances shall not be plainly audible at a distance more than the setbacks of the underlying Zoning District for the abutting property line.

b. Non-Residential Properties abutting Residential Properties:

i. Time: Noise disturbances shall not be allowed between 10:00 PM and 6:00 AM

ii. Distance: Noise or noise disturbances shall not be plainly audible at a distance more than the setbacks of the underlying Residential Zoning District for the abutting property line of the source.

c. Non-Residential Properties abutting Residential Properties:

i. Time: 6:00AM to 10:00PM

ii. Distance: Noise or noise disturbances shall not be plainly audible at a distance of more than three-hundred feet (300') from the source.

d. Non-Residential Properties abutting Non-Residential Properties:

i. Time: At all times.

e. Distance: Noise or noise disturbances shall not be plainly audible at a distance of more than three-hundred feet (300') from the source.

f. The primary means of detection shall be the investigating officer's normal hearing faculties, provided the investigating officer's hearing is not enhanced by any mechanical or medical device, such as a hearing aid.

g. After determining a potential violation is occurring or has occurred, the investigating officer shall ~~have a direct line of sight and~~ confirm by hearing then be able to visually determine the source of noise. ~~to the real property that is the source of the noise disturbance so that the investigating officer can identify the offending source of such noise disturbance and the distance involved.~~

**~~TABLE 1~~**
**~~MAXIMUM ALLOWABLE SOUND LEVEL LIMIT FOR A PLAINLY AUDIBLE SOUND~~**
**~~(as determined by the investigating officer)~~**

| ~~Underlying Land Use Category from which Noise Emanates (as defined by the City of Destin Zoning Map)~~ | ~~Time of Day~~ | ~~Distance~~ |
|---|---|---|
| ~~**COMMERCIAL & MIXED USE**~~<br>~~Bay Resort Mixed Use (BRMU);~~<br>~~Crystal Beach Resort (CBR);~~<br>~~Commercial General (CG);~~<br>~~Commercial Limited (CL);~~<br>~~Calhoun Mixed Use (CMU);~~<br>~~Commercial Trades & Services (CTS);~~<br>~~Gulf Resort Mixed Use (GRMU);~~<br>~~Holiday Isle Mixed Use (HIMU);~~<br>~~Industrial (IN);~~<br>~~Institutional (INST);~~<br>~~Medium Density Residential - Village (MDR-V);~~<br>~~North Harbor Mixed Use (NHMU);~~<br>~~Residential, Office, and Institutional - Crystal Beach Resident (ROI-CBR);~~<br>~~Residential, Office, and Institutional - General~~ | ~~All times.~~ | ~~300 feet or more.~~ |

| | | |
|---|---|---|
| ~~Development (ROI - GD);~~<br>~~Residential, Office, and Institutional - Tourist Development (ROI-TD);~~<br>~~Residential, Office, and Institutional - Village Residential (ROI-VR);~~<br>~~Town Center Mixed Use (TCMU).~~ | | |
| ~~**RESIDENTIAL**~~<br>~~Bay Estates (BE);~~<br>~~Crystal Beach Neighborhood (CBN);~~<br>~~High Density Residential (HDR);~~<br>~~Low Density Residential - Harbor (LDR-H);~~<br>~~Low Density Residential - Holiday Isle (LDR-HI);~~<br>~~Low Density Residential - Village (LDR-V);~~<br>~~Medium Density Residential - Holiday Isle (MDR-HI).~~ | ~~All times.~~ | ~~150 feet or more.~~ |

**~~Sec. 14-55. Prohibited acts.~~**

~~Subject to the provisions of section 14-59, no person shall produce, cause to be produced, or allow to be produced, by any means: (1) any explosive sound, (2) any noise disturbance on any private or public property, including a right-of-way, when such noise is plainly audible as described in section 14-54(c), or (3) when such noise is measured pursuant to section 14-54(a) and (b), and, where applicable, exceeds the applicable sound level limits set forth in section 14-54(a) and (b).~~

**Sec. 14-56. Exemptions.**

The provisions of section 14-54 shall not apply to the following sounds:

(1) Lawn maintenance activities, from 7:00 a.m. until ~~9~~8:00 p.m. on all days of the week.

(2) Aircraft and airport activity conducted in accordance with federal laws and regulations.

(3) Official law enforcement, official fire fighter, official EMT, official first responder, and official military activities, including training.

(4) Emergency signals during emergencies.

(5) Emergency signal testing between 7:00 a.m. and 7:00 p.m.

(6) Emergency work or emergency service.

(7) Generators used during or as a result of an emergency.

(8) Motor vehicles operating on a public right-of-way subject to F.S. § 316.293 and applicable federal criteria.

(9) Refuse collection vehicles, including street sweepers, while in the process of performing their intended activities.

(10) Construction or demolition activities ~~for which the city has issued a development permit~~, provided such activity occurs between ~~6~~7:00 a.m. and ~~10~~8:00 p.m. Monday thorugh Firday and 8:00 a.m. and 6:00 p.m. on Saturday and Sunday, with no construction activity noise allowed on observed federal holidays.

(11) Reserved.

(12) Construction activities related to city, county, state or federal roads, highways or freeways.

(13) Scheduled organized activities at a publicly-owned or operated facility.

(14) Permitted public displays of fireworks.

(15) Unamplified human voices.

(16) Any motor vehicle engaged in a professional or amateur sanctioned, competitive sports event for which admission or entry fee is charged, or practice or time trials for such event, at a facility being used for such purposes as of October 15, 1995.

(17) Outdoor events for which the organizer has been issued a special outdoor event permit by the city manager, provided it is conducted in accordance with such permit.

(18) Air conditioners are exempt from all provisions of this article when the equipment is functioning in accord with the manufacturer's specifications and with all manufacturer's standard mufflers and noise-reducing equipment in use and in proper operating condition according to standards promulgated by the American Refrigeration Institute.

(19) Noises or sounds produced by, or emanating from any facilities owned or leased by, equipment owned or leased by, or individuals employed or contracted by any utility (water, gas, electric, telecommunications, etc.) serving the residents and businesses within the city.

(20) Engines operating on a vessel or boat, which have not been modified to produce more sound than the engines are capable of producing at the time they are originally manufactured.

(21) Vessel horns/air horns, or boat horns/air horns.

**Sec. 14-57. Enforcement/Penalty.**

***

(d) If law enforcement enforces this article, then any person violating any provision of this article may be punished as follows:

(1) *First offense:* A written warning notifying the offender that further violations will result in fines and potential imprisonment.

(2) *Second offense:* By a fine of one hundred dollars ($100.00).

(3) *Third offense:* By a fine of five hundred dollars ($500). ~~two hundred and fifty dollars ($250.00).~~

(4) *Fourth offense or four or more violations occurring within any six (6) months period:* Misdemeanor of the second degree punishable by a fine of no more than five hundred dollars ($500.00) or a sentence of not more than sixty (60) days in jail, or both.

(5) Each hour that a noise violation exists shall constitute a separate violation of this article.

***

**Sec. 14-62. Maximum permissible sound levels by use occupancy in SHMU only.**

No person shall operate or cause to be operated any source of sound from any use occupancy in such a manner as to create a sound level which exceeds the limits set forth in the use occupancy category in Table I. If there is a conflict between this section and Section 14-55, Section 14-55 shall be applied.

**TABLE I**

| Use Occupancy Category | Time | Sound Level Limit dBA |
|---|---|---|
| Residential ~~(Non-holiday weekends)~~ | ~~6 a.m.—10 p.m.~~<br>~~10 p.m.—6 a.m.~~<br>See Section 14-55.(a)(2)a. | ~~60~~<br>~~55~~<br>N/A |
| ~~Residential (Holiday weekends)~~ | ~~6 a.m.—12 a.m.~~<br>~~12 a.m.—6 a.m.~~ | ~~60~~<br>~~55~~ |
| Luxury Motor Home Resort | 6 a.m.—10 p.m.<br>10 p.m.—6 a.m. | 75<br>55 |
| Commercial or Tourist (Weekdays) | 6 a.m.—10 p.m.<br>10 p.m.—6 a.m. | 70<br>65 |
| Commercial or Tourist (Weekends) | 6 a.m.—12 a.m.<br>12 a.m.—2 a.m.<br>2 a.m.—6 a.m. | 70<br>70<br>65 |
| Manufacturing | At all times—no sound that is generated by a source facility shall be audible at the property line of the said source facility. | |

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

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

**SECTION 6. SEVERABILITY.** If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

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

**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

**ITEM # 2025-506**

**CITY OF DESTIN**

# AGENDA ITEM

**COUNCIL MEETING DATE:** May 19, 2025
**TYPE OF AGENDA ITEM:** Ordinance
**AGENDA OUTLINE NUMBER:** 5.C.

**TO:** City Council

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

**FROM:** David Prichard, Community Development Director
Steve O'Connor, Deputy Community Development Director

**DATE:** May 14, 2025

**SUBJECT:** Second Reading of Ordinance 25-08-LC relating to the imposition of mobility fees; providing for adoption of a mobility fee study and table of mobility fees; providing for mobility fee discounts; and providing for city enforcement.

**I. BACKGROUND:** At the March 1, 2021, City Council meeting, Council passed a motion to replace transportation concurrency (MMTD) with a **Mobility Fee-Based Plan**. Staff worked with **3TP Ventures** to create the **Mobility Plan,** which was adopted by the Council on September 16, 2024. The **Mobility Plan** is a comprehensive blueprint for addressing the City's current and future transportation needs. **Mobility fees** are an important tool for cities like Destin to fund transportation projects to address impacts from future growth, while also tackling service gaps such as multimodal infrastructure and traffic congestion. The attached **Mobility Fee Study** examines the feasibility and potential impacts of increasing mobility fees in Destin, with the goal of enhancing the City's transportation network and promoting sustainable solutions for all modes of travel. Once adopted, the mobility fee will replace the existing transportation impact fee in Destin's current fee structure.

At the regularly scheduled City Council Meeting on November 18, 2024, The Fee Study was presented to City Council for their consideration. There was discussion at that meeting concerning how this affects single-family or single dwelling developments among other development the city would like to incentivize as per the Comprehensive Plan. This item and presentation is to address how to incorporate those concerns into the new fee structure.

Further, because the demonstrated need study provides for increases in excess of the phase in limitations set forth in state law due to extraordinary circumstances in the City of Destin, City Council conducted two Public Workshops as required by Florida State Statues. One on February 18, 2025 and the second on March 3, 2025.

At the regularly scheduled May 5, 2025, City Council meeting, the Council approved Ordinance 25-08-LC upon First Reading by a vote of 5-1. This item is going to the Local Planning Agency on Thursday, May 15, 2024, which is after the deadline for publishing of this agenda. Staff will update City Council of the LPA's recommendation during City Council's May 19, 2025 meeting.

**II. DISCUSSION: Mobility Plan:**
To support the planning and construction of seven high-priority projects outlined in Phase 1 of the Mobility Plan, the mobility fee will play a crucial role (see Attachment 2 Destin Mobility Plan). Below is the list of specific projects intended to be funded by the Mobility Fee in phase 1:

| Project ID | Project Name | Estimated Cost |
|---|---|---|
| NC-4 | 98 Palms Boulevard | $9,149,623 |
| MU-1 | Powerline easement (west) multi-use path | $10,000,000 |
| NC-5 | Mattie M. Kelly Boulevard | $844,581 |
| IS-1 | Stahlman Avenue at Zerbe Street & Harbor Boulevard | $135,828 |
| CC-4 | Azalea Drive Extension | $9,632,529 |
| IS-8 | Calhoun Avenue at Sibert Avenue | $19,399 |
| SW-9 | Indian Trail Sidewalk | $278,099 |
| | **Total Cost:** | **$30,060,059** |

The Demonstrated Need Mobility Fee Study provides a comprehensive overview of the City's Mobility Plan, highlighting increased mobility fees can facilitate its implementation. It outlines a proposed fee schedule, sets forth the extraordinary circumstances required by law to justify exceeding statutory phase in limitations, projects fee revenue over the lifespan of the Mobility Plan and examines the legal context surrounding mobility fees. Additionally, the methodology used to calculate the proposed fee rates is described in detail. The Study aims to support policy decisions by the City Council, and ultimately enhancing Destin's connectivity and safety, and creating a more vibrant environment for residents and visitors alike to live, work, and play.

**Mobility Fees**
Previous discussions centered around the increase of the Mobility Fee from the current Transportation Impact Fee and how that would affect future development. The idea of discounts was also proposed and discussed at previous council meetings with multiple options brought up for discussion. Below is a breakdown of the proposed Ordinance Fee Schedule. The proposed fee schedule should be reviewed to ensure we are meeting the intent of the Mobility Fee while balancing the impact on and from development. It is important to note that these fees will only apply to new development or expansions to existing development and will not be retroactively applied to previous development. Below are the various types of uses grouped into categories for ease of discussion.

**Long-term residential uses:**
Staff is proposing a 50% reduction from the maximum Mobility Fee based on the Mobility Fee Study for single-family uses. For Multi-family uses, there is no reduction of the fee.

| Use | Unit | Fee |
|---|---|---|
| Long-term Residential | Dwelling | |
| Less than 500 sq. ft. | | $5,023 |
| 500—749 sq. ft. | | $6,086 |
| 750—999 sq. ft. | | $6,888 |
| 1,000—1,499 sq. ft. | | $7,737 |
| 1,500—1,999 sq. ft. | | $8,539 |
| 2,000—2,999 sq. ft. | | $9,389 |
| 3,000—3,999 sq. ft. | | $10,190 |
| 4,000 sq. ft. or more | | $10,789 |
| Multifamily Housing (Low-Rise) (220) | Dwelling | $10,267 |
| Multifamily Housing (Mid-Rise) (221) | Dwelling | $6,901 |
| Mobile Home Park (240) | Dwelling | $10,846 |

**Short-term residential uses:**

This is a new category, which does not currently exist. Staff proposes to assess the full 100% Mobility Fee based on the Mobility Fee Study.

| Use | Unit | Fee |
|---|---|---|
| Short-term Residential | Dwelling | |
| Less than 500 sq. ft. | | $14,257 |
| 500—749 sq. ft. | | $21,466 |
| 750—999 sq. ft. | | $26,901 |
| 1,000—1,499 sq. ft. | | $32,662 |
| 1,500—1,999 sq. ft. | | $38,097 |
| 2,000—2,999 sq. ft. | | $43,858 |
| 3,000—3,999 sq. ft. | | $49,293 |
| 4,000 sq. ft. or more | | $53,352 |

**Community Support Service uses:**

There was previous discussion on providing a blanket discount to uses that were identified as Community Support Services, such as, grocery stores, day-cares, medical offices, etc. However, there was no consensus on what those uses or discounts should be. Therefore, the proposed fee sits at 100% per the Mobility Fee Study. However, we can review each use identified and apply a custom discount or a blanket discount to these uses. We can remove or even add to the list as desired by Council.

| Use | Unit | Fee |
|---|---|---|
| Drive-in Bank (912) | 1000 sq. ft. | $48,916 |
| Automobile Parts and Service Center (943) | 1000 sq. ft. | $25,287 |
| Fast-Food Restaurant with Drive-Through Window (934) | 1000 sq. ft. | $160,226 |
| High-Turnover (Sit-Down) Restaurant (932) | 1000 sq. ft. | $62,053 |

| | | |
|---|---|---|
| Fine Dining Restaurant (931) | 1000 sq. ft. | $48,531 |
| General Office Building (710) | 1000 sq. ft. | $16,513 |
| Medical-Dental Office Building - Stand-Alone (720) | 1000 sq. ft. | $54,839 |
| Hospital (610) | 1000 sq. ft. | $16,406 |
| Nursing Home (620) | 1000 sq. ft. | $10,282 |
| Church (560) | 1000 sq. ft. | $11,577 |
| Private School (K-12) (532) | Students | $3,778 |
| Day Care Center (565) | Students | $6,230 |

**All other uses:**

These uses do not fall into one of the three categories as discussed above and Staff proposes to keep the mobility fee at 100% per the Mobility Fee Study. However, the list of uses can be added to other list, or even specific discounts added as identified.

| Use | Unit | Fee |
|---|---|---|
| Hotel/Motel (310) | Room | $12,171 |
| Shopping Center >150k (820) | 1000 sq. ft. | $28,753 |
| Shopping Plaza 40-150k (821) | 1000 sq. ft. | $41,141 |
| Shopping Plaza 40-150k - w/Supermarket (821) | 1000 sq. ft. | $57,575 |
| Strip Retail Plaza <40k (822) | 1000 sq. ft. | $33,178 |
| Automobile Sales (New) (840) | 1000 sq. ft. | $42,409 |
| Supermarket (850) | 1000 sq. ft. | $34,307 |
| Convenience Store (851) | 1000 sq. ft. | $179,984 |
| Golf Course (430) | Acres | $5,697 |
| Marina (420) | Berths | $3,671 |
| Convenience Store/Gas Station (945) | Fueling Positions | $62,598 |
| General Light Industrial (110) | 1000 sq. ft. | $7,419 |
| Warehousing (150) | 1000 sq. ft. | $2,254 |

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

II. Enhanced quality of life and safety for families

III. Economic development and revitalization

IV. Effective, efficient and aesthetically pleasing infrastructure

V. Improve mobility and connectivity

VI. A green and sustainable environment

**B. Effect on Budget (EOB):** If adopted, the CIty would begin to collect the Mobility Fee at the appropriate rate per the fee schedule.

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

**D. Legislative Sponsor:** N/A

**E. Business Impact Statement:** ***City of Destin Business Impact Statement – Ord 25-08-LC***

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance:
   Proposed ordinance 25-08-LC will establish the City's new Mobility Fee schedule based on the previously adopted Mobility Plan. The Mobility Fee will replace the Transportation Impact Fee per Article 19, Section 19.04.00 of the City of Destin's Land Development Code.
2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:
   Because the ordinance establishes the Mobility Fee, the direct cost for the fee will only impact new businesses that locate to the City of Destin.
3. Estimate of direct compliance costs that businesses may reasonably incur:
   The cost is dependent upon the type of the business that locates to the City of Destin and if new development is proposed or expansion of existing development. The adopted fee schedule will see the cost of the Mobility Fee.
4. Any new charge or fee imposed by the proposed ordinance:
   The Mobility Fee will replace the City's Transportation Impact Fee.
5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:
   There are no regulatory costs or administrative fees associated with the collection of the Mobility Fee.
6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
   10+ businesses could be affected by this ordinance per year.

**III. CONCLUSION:** Extraordinary circumstances justifying fee increases were demonstrated through a study and discussed at multiple public meetings. The ordinance has no changes since first reading.

**IV. RECOMMENDED MOTION:** I move that the City Council adopt Ordinance 25-08-LC on Second reading as presented with the discounts applied to Long-term Single Family Uses, and the full rate per the Mobility Fee Study to all other uses.

Attachments:

1. 1 - Ord. 25-08-LC
2. 2 - Destin Mobility Plan - FINAL
3. 3 - Mobility Fee Study
4. 4 - Mobility Fee Option Tables_032725

**ORDINANCE NO. 2025-08-LC**

**AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, RELATING TO THE IMPOSITION OF MOBILITY FEES; PROVIDING FOR ADOPTION OF A MOBILITY FEE STUDY AND TABLE OF MOBILITY FEES; PROVIDNG FOR MOBILITY FEE DISCOUNTS; PROVIDING FOR CITY ENFORCEMENT; 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 l.0l (b) of the City Charter, Section 166.021, Florida Statutes and Sections 163.3180 and 163.31801, 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**, section 163.31801, Florida Statutes (the "Florida Impact Fee Act") prohibits local governments from increasing fees to fund transportation improvements necessitated by new growth ("Mobility Fees") in excess of the phase-in limitations established therein without a study expressly demonstrating the extraordinary circumstance" ; and

**WHEREAS,** the City Council has engaged 3TP Ventures ("3TP") to prepare a Demonstrated-Need Study dated June 27, 2024 (the "Mobility Fee Study") to convert the City of Destin's prior usage of impact fees to mobility fees, and to establish the City's Mobility Fee schedule; and

**WHEREAS,** the rates calculated in the Mobility Fee Study exceed the phase-in limitations permitted by the Florida Impact Fee Act, without a study expressly demonstrating the extraordinary circumstances necessitating increases exceeding such phase-in limitations; and

**WHEREAS,** 3TP has also prepared the Destin, Florida Mobility Fee Study Memo attached as Exhibit A, which constitutes a demonstrated need study establishing such extraordinary circumstances, as required by the Florida Impact Fee Act and is hereby adopted and approved (the "Demonstrated Need Study"); and

**WHEREAS**, the based on the Demonstrated Need Study and other evidence presented at the prior public hearings, workshops, and meetings, the City Council hereby makes the following factual findings:

- The City of Destin has not raised impact fees in sixteen years; and
- Impacts related to COVID-19 policies between March 2020 and November 2023, material prices surged by 32%; and
- Sustained disruptions to global supply chains for construction materials and equipment, housing market strength, labor market fluctuations, and heightened governmental spending on infrastructure, have led to increases in construction prices.
- Materials increased from 200.4 in June 2008 to 337.2 in June 2023 (1982:100).

**WHEREAS**, the City Council has conducted publicly noticed workshops on February 18, 2025 and March 3, 2025, dedicated to the extraordinary circumstances necessitating the need to exceed the mobility fee phase-in limitations established in section 163.31801, Florida Statutes, as required by the Florida Impact Fee Act, during which the Demonstrated Need Study was presented, and public comment taken; and

**WHEREAS**, based upon the factual findings set forth herein, the Board hereby finds and determines that:

- there exist in the City extraordinary circumstances relating to not raising fees for 16 years despite ongoing extraordinary events including but not limited to the COVID-19 policies, price surges, and sustained disruptions in supplies, which, if left unaddressed, result in conditions injurious to the public health, safety, morals and welfare of the residents of the City;
- the existence of such extraordinary circumstances creates an economic and social liability by hindering industrial, commercial, office or residential development; and
- extraordinary circumstances exist necessitating the imposition of mobility fees exceeding the phase-in limitations established in section 163.31801, Florida Statutes.

**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, <u>underline language</u> 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. Amending Chapter 19 of the Land Development Code**.

***

**19.04.00. - ~~Transportation impact~~ Mobility fee.**

19.04.01. *Intents and purposes.*

A. *Legislative findings:*

~~1. The City Council has determined that the City of Destin must expand its transportation system in order to maintain current levels of service if new development is to be accommodated without decreasing current levels of service. This must be done in order to promote and protect the public health, safety, and welfare.~~

~~2~~. 1. The City Council has determined that the Florida Legislature through the enactment of Chapter 163, Part II, Florida Statutes, encourages local governments to adopt innovative approaches to development.

~~3~~. 2. The City Council has determined that the authority to adopt this ordinance is pursuant to Section 1.01.(b) of the City Charter, and Section 166.021, Florida Statutes.

~~4. The City Council has determined that the imposition of impact fees is one of the preferred methods of ensuring that development bears a proportionate share of the cost of transportation capital improvements necessary to accommodate such development. This must be done in order to promote and protect the public health, safety, and welfare.~~

~~5.~~ 3. The City Council has determined that each of the types of land development described in Section 19.04.05.A., will generate vehicular and pedestrian traffic necessitating the acquisition of rights-of-way, road construction, road improvements, pedestrian and bicycle improvements.

~~6.~~ 4. The City Council has determined that the fees established by Section 19.04.05.A. are derived from, based upon, and do not exceed the costs of providing additional rights-of-way and multi-modal improvements necessitated by the new land developments for which the fees are levied.

~~7. The City Council has determined that the report entitled "Impact Fee Study for Transportation, Parks, Library and Police Facilities," dated July 2007, sets forth a reasonable methodology and analysis for the determination of the impact of new development on the need for and costs of additional transportation capital improvements in the City of Destin.~~

5. The City Council has determined that 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.

6. The City Council has determined that section 163.31801, Florida Statutes (the "Florida Impact Fee Act") prohibits local governments from increasing fees to fund transportation improvements necessitated by new growth ("Mobility Fees") in excess of the phase-in limitations established therein without a study expressly demonstrating the extraordinary circumstance".

7. City Council has engaged 3TP Ventures ("3TP") to prepare a Demonstrated-Need Study dated June 27, 2024 (the "Mobility Fee Study") to convert the City of Destin's prior usage of impact fees to mobility fees, and to establish the City's Mobility Fee schedule.

8. The City Council has determined that the rates calculated in the Mobility Fee Study exceed the phase-in limitations permitted by the Florida Impact Fee Act, without a study expressly demonstrating the extraordinary circumstances necessitating increases exceeding such phase-in limitations.

9. 3TP has also prepared the Destin, Florida Mobility Fee Study Memo, which constitutes a demonstrated need study establishing such extraordinary circumstances, as required by the Florida Impact Fee Act and is hereby adopted and approved (the "Demonstrated Need Study").

10. The City Council has determined that the based on the Demonstrated Need Study and other evidence presented at the prior public hearings, workshops, and meetings, the City Council hereby makes the following factual findings:

- The City of Destin has not raised impact fees in sixteen years; and
- Impacts related to COVID-19 policies between March 2020 and November 2023, material prices surged by 32%; and
- Sustained disruptions to global supply chains for construction materials and equipment, housing market strength, labor market fluctuations, and heightened governmental spending on infrastructure, have led to increases in construction prices.
- Materials increased from 200.4 in June 2008 to 337.2 in June 2023 (1982:100).

11. The City Council has conducted publicly noticed workshops on February 18, 2025 and March 3, 2025, dedicated to the extraordinary circumstances necessitating the need to exceed the mobility fee phase-in limitations established in section 163.31801, Florida Statutes, as required by the Florida Impact Fee Act, during which the Demonstrated Need Study was presented, and public

comment taken.

12. Based upon the factual findings set forth herein, the Board hereby finds and determines that:

- there exist in the City extraordinary circumstances relating to not raising fees for 16 years despite ongoing extraordinary events including but not limited to the COVID-19 policies, price surges, and sustained disruptions in supplies, which, if left unaddressed, result in conditions injurious to the public health, safety, morals and welfare of the residents of the City.
- the existence of such extraordinary circumstances creates an economic and social liability by hindering industrial, commercial, office or residential development; and
- extraordinary circumstances exist necessitating the imposition of mobility fees exceeding the phase-in limitations established in section 163.31801, Florida Statutes.

B. This article is intended to assist in the implementation of the City of Destin Comprehensive Plan.

C. The purpose of this article is to regulate the development of land so as to: ~~ensure that new development bears a proportionate share of the cost of capital expenditures necessary to provide transportation capital improvements in the City of Destin.~~ (1) ensure that the mobility fee is proportional and reasonably connected to, or has a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction; (2) ensure that the mobility fee is proportional and reasonably connected to, or has a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction; (3) Specifically earmark funds collected under the mobility fee for use in acquiring, constructing, or improving capital facilities to benefit new users; and (4) Ensure that revenues generated by the mobility fee are not used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or nonresidential construction.

D. This article shall not apply to development for which the City of Destin is the applicant.

***

*19.04.04. Adoption of mobility fee study and ~~I~~imposition of mobility ~~transportation impact~~ fee.*

The City Council hereby adopts and incorporates the following by reference:

(a) The Destin, Florida Mobility Fee Study Memo attached as Exhibit A to Ordinance No. 2025-08-LC.

(b) The Table of Mobility Fees

| Table of Mobility Fees | | |
|---|---|---|
| **Proposed Land Uses** | **Unit** | **Fee per Unit** |
| Long-term Residential | Dwelling | |
| Less than 500 sq. ft. | | $5,023 |
| 500—749 sq. ft. | | $6,086 |
| 750—999 sq. ft. | | $6,888 |
| 1,000—1,499 sq. ft. | | $7,737 |
| 1,500—1,999 sq. ft. | | $8,539 |
| 2,000—2,999 sq. ft. | | $9,389 |
| 3,000—3,999 sq. ft. | | $10,190 |
| 4,000 sq. ft. or more | | $10,789 |
| Short-term Residential | | |
| Less than 500 sq. ft. | | $14,257 |
| 500—749 sq. ft. | | $21,466 |
| 750—999 sq. ft. | | $26,901 |
| 1,000—1,499 sq. ft. | | $32,662 |
| 1,500—1,999 sq. ft. | | $38,097 |
| 2,000—2,999 sq. ft. | | $43,858 |
| 3,000—3,999 sq. ft. | | $49,293 |
| 4,000 sq. ft. or more | | $53,352 |
| Multifamily Housing (Low-Rise) (220) | Dwelling | $10,267 |
| Multifamily Housing (Mid-Rise) (221) | Dwelling | $6,901 |
| Mobile Home Park (240) | Dwelling | $10,846 |
| Hotel/Motel (310) | Room | $12,171 |
| Shopping Center >150k (820) | 1000 sq. ft. | $28,753 |
| Shopping Plaza 40-150k (821) | 1000 sq. ft. | $41,141 |
| Shopping Plaza 40-150k - w/Supermarket (821) | 1000 sq. ft. | $57,575 |
| Strip Retail Plaza <40k (822) | 1000 sq. ft. | $33,178 |
| Automobile Sales (New) (840) | 1000 sq. ft. | $42,409 |
| Supermarket (850) | 1000 sq. ft. | $34,307 |
| Drive-in Bank (912) | 1000 sq. ft. | $48,916 |
| Automobile Parts and Service Center (943) | 1000 sq. ft. | $25,287 |
| Convenience Store (851) | 1000 sq. ft. | $179,984 |
| Golf Course (430) | Acres | $5,697 |
| Marina (420) | Berths | $3,671 |

| | | |
|---|---|---|
| Fast-Food Restaurant with Drive-Through Window (934) | 1000 sq. ft. | $160,226 |
| High-Turnover (Sit-Down) Restaurant (932) | 1000 sq. ft. | $62,053 |
| Fine Dining Restaurant (931) | 1000 sq. ft. | $48,531 |
| Convenience Store/Gas Station (945) | Fueling Positions | $62,598 |
| General Office Building (710) | 1000 sq. ft. | $16,513 |
| Medical-Dental Office Building - Stand- Alone (720) | 1000 sq. ft. | $54,839 |
| Hospital (610) | 1000 sq. ft. | $16,406 |
| Nursing Home (620) | 1000 sq. ft. | $10,282 |
| Church (560) | 1000 sq. ft. | $11,577 |
| Private School (K-12) (532) | Students | $3,778 |
| Day Care Center (565) | Students | $6,230 |
| General Light Industrial (110) | 1000 sq. ft. | $7,419 |
| Warehousing (150) | 1000 sq. ft. | $2,254 |

~~A.Any person who applies for a certificate of occupancy, is hereby required to pay a transportation impact fee in the manner and amount set forth in this article.~~

~~B.No new certificate of occupancy, for any activity requiring payment of an impact fee pursuant to Section 19.04.05.A., shall be issued unless and until the required transportation impact fee has been paid.~~

~~C.Any development that received a final development order or development permit on or before [the date of adoption of the ordinance creating the "new" fee schedule] shall be subject to the "old" fee schedule in Section 19.04.05, provided that development proceeds to issuance of the certificate of occupancy without expiration of the development order or development permit. Notwithstanding the foregoing, if the fee for a proposed development would be lower under the provisions of subsection D below, subsection D shall apply.~~

~~D.All other development shall be subject to the following fee schedules in Section 19.04.05:~~

~~1.The "old" fee schedule for certificates of occupancy issued before [90 days from ordinance adoption].~~

~~2.The "new" fee schedule for certificates of occupancy issued on or after [90 days from ordinance adoption].~~

~~E.The City may provide estimates of impact fees at time of development order, or building permit for projects not requiring a development order, but such estimates shall not be binding and shall not exempt applicants from paying according to the fee schedule in effect at time of certificate of occupancy.~~

***19.04.05.*** ~~*Computation of the amount of the transportation impact fee.*~~

*Effect on Land Development Regulations:*

(a) The payment of mobility fees does not ensure compliance with the City's land development

regulations.

(b) The listing of a land use in the mobility fee schedule is solely for purpose of establishing the applicable mobility fee for such use, and such listing does not mean that the land use is permitted or available under applicable zoning or comprehensive plan requirements. In addition, the listing of the land use in the mobility fee schedule shall not be considered evidence that the land use is appropriate in any land use classification or zoning district.

~~A.At the option of the feepayer, the amount of the transportation impact fee may be determined by the following fee schedules:~~

~~Insert OLD FEE SCHEDULE HERE AND INSERT NEW FEE SCHEDULE HERE IN STRIKETHROUGH FORMAT~~

~~1.If a certificate of occupancy is requested for mixed uses, then the fee shall be determined by using the above schedule and apportioning the space committed to uses specified on the schedule.~~

~~2.In the case of change of use, redevelopment, or expansion or modification of an existing use which requires the issuance of a certificate of occupancy, the impact fee shall be based upon the net positive increase in the impact fee for the new use as compared to the previous use.~~

~~3.If the type of development activity that a certificate of occupancy is applied for is not specified on the applicable fee schedule, the City Manager shall use the fee applicable to the most nearly comparable type of land use on the fee schedule. The City Manager shall be guided in the selection of a comparable type by the report titled Trip Generation: An Information Report (latest edition) prepared by Institute of Transportation Engineers. If the City Manager determines that there is no comparable type of land use on the applicable fee schedule, the City Manager shall determine the fee by:~~

~~(a)Using traffic generation statistics provided by the Florida Department of Transportation or contained in a report titled Trip Generation: An Information Report (latest edition) prepared by Institute of Transportation Engineers; and~~

~~(b)Applying the formula set forth in Section 19.04.05.B.~~

~~B.If a feepayer opts not to have the impact fee determined according to paragraph A. of this section, then the feepayer shall prepare and submit to the City Manager an independent fee calculation study for the land development activity for which a certificate of occupancy is sought. The documentation submitted shall show the basis upon which the independent fee calculation was made. The traffic engineering and/or economic documentation submitted shall show the basis upon which the independent fee calculation was made, including, but not limited to, the following:~~

~~(1)*Traffic engineering studies:*~~

~~(a)Documentation of trip generation rates appropriate for the proposed land development activity.~~

~~(b)Documentation of the relative trip length appropriate for the proposed land development activity.~~

~~(c)Documentation of any other trip data appropriate for the proposed land development activity.~~

~~(2)*Economic documentation studies:*~~

~~(a)Documentation of credits attributable to the proposed land development activity which can be expected to be available to replace the portion of the service volume used by the traffic generated by the proposed land development activity.~~

~~C.The City Manager shall consider the documentation submitted by the feepayer but is not required to accept such documentation as he/she shall reasonably deems to be inaccurate or not reliable and~~

~~may, in the alternative, require the feepayer to submit additional or different documentation for consideration. If an acceptable independent fee calculation study is not presented, the feepayer shall pay the transportation impact fee based upon the schedule shown in paragraph A. of this section. If an acceptable independent fee calculation study is presented, the City Manager may adjust the fee to that appropriate to the particular development. Determinations made by the City Manager pursuant to this paragraph may be appealed to the City Council by filing a written request with the City Manager within ten days of the City Manager's determination. Failure to file an appeal shall constitute a waiver of the feepayer's right to challenge the City Manager's determination regarding a feepayer's independent impact fee calculation study.~~

19.04.06. *Payment of fee.*

~~A. The feepayer shall pay the transportation impact fee required by this article to the City Manager prior to the issuance of certificate of occupancy.~~

A. Mobility fees and administration fees shall be assessed, collected, and paid upon the issuance of a building permit for any development within the City of Destin.

B. All funds collected shall be promptly transferred for deposit in the mobility ~~transportation impact~~ fee trust fund established by Section 19.04.08 and used solely for the purposes specified in this article.

*19.04.07.* Mobility ~~Transportation impact~~ *fee district.*

A. There is hereby established a mobility ~~road impact~~ fee district which shall be all lands lying within the incorporated limits of the City.

*19.04.08.* Mobility ~~Transportation impact~~ *fee trust fund established.*

A. There is hereby established a mobility ~~transportation impact~~ fee trust fund for the mobility ~~transportation impact~~ fee district established by Section 19.04.07.

B. Funds withdrawn from these accounts must be used in accordance with the provisions of Section 19.04.09.

19.04.09. *Use of funds.*

A. Funds collected from the mobility ~~transportation impact~~ fee shall be used solely for the purpose of capital improvements to and expansion of transportation facilities. ~~identified in the impact fee study on which the "new" fee schedule is based and shall not be used for periodic or routine maintenance.~~

B. Funds shall be expended in the order in which they are collected.

C. In the event that bonds or similar debt instruments are issued for advanced provision of transportation capital improvements for which mobility ~~transportation impact~~ fees may be expended, mobility ~~impact~~ fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the improvements provided are of the type described in paragraph A. above and are located within the mobility ~~transportation impact~~ fee district established by Section 19.04.07.

D. At least once each fiscal period, the City Manager shall present to the City Council a proposed capital improvement program for transportation, assigning funds, including any accrued interest, from the mobility ~~road impact~~ fee trust fund to specific road improvement projects and related expenses. Monies, including any accrued interest, not assigned in any fiscal period shall be retained in the mobility ~~road impact~~ fee trust fund until the next fiscal period, except as provided by Section 19.04.10.

E. Funds may be used to provide refunds as described in Section 19.04.10.

19.04.10. *Refund of fees paid.*

A. Any funds not expended or encumbered by the end of the calendar quarter immediately following six years from the date the mobility ~~transportation impact~~ fee was paid shall, upon application of the then current landowner, be returned to such landowner with interest at the rate of four percent per annum, provided that the landowner submits an application for a refund to the City Manager within 180 days of the expiration of the six-year period.

19.04.11. *Exemptions and credits.*

A. Any claim of exemption must be made no later than the time of application for a building permit ~~certificate of occupancy~~. Any claim not so made shall be deemed waived. The following shall be exempted from payment of the mobility fee ~~impact fee~~:

1. Alterations or expansion of an existing residential building where no additional residential units are created, and where the use is not changed; alterations of an existing nonresidential building where no additional square footage is added, where the use is not changed, and where no additional vehicular trips will be produced over and above those produced by the existing use.

2. The construction of residential accessory buildings or structures which will not produce additional vehicular trips over and above those produced by the principal building or use of the land.

3. The replacement of a destroyed or partially destroyed building or structure with a new building or structure of the same size and use provided that no additional trips will be produced over and above those produced by the original use of the land.

4. The installation of a replacement mobile home on a lot or other such site when a mobility ~~transportation impact~~ fee for such mobile home site has previously been paid pursuant to this article or where a mobile home legally existed on such site on or prior to the effective date of this article.

5. Public elementary and secondary schools.

6. The development or construction of housing that is "affordable", as defined in section 420.9071, Florida Statutes. This exception shall only be effective upon the developer entering into an agreement approved by the City Council, under such circumstances and in such form as is acceptable to the City Council in its reasonable judgment, to maintain the housing as "affordable."

B. Credits:

1. No credit shall be given for site-related improvements or site-related right-of-way dedications.

2. All mandatory or required right-of-way dedications and/or transportation improvements made by a feepayer, subsequent to the effective date of this article, except site-related improvements and any other improvements not included in the calculation of the mobility ~~transportation impact~~ fees, shall be credited on a pro rata basis against mobility ~~transportation impact~~ fees otherwise due or to become due for development that prompted the City or the county to require such dedications or transportation improvements. Such credits shall be determined and provided as set forth in Section 19.04.11.B.3.

3. A feepayer may obtain credit against all or a portion of mobility ~~transportation impact~~ fees otherwise due or to become due by offering to dedicate non-site-related right-of-way and/or construct non-site-related roadway improvements included in the calculation of the transportation impact fees. This offer must specifically request or provide for a mobility ~~transportation impact~~ fee credit. Such construction must be in accordance with City, county, or state design standards, whichever is applicable. If the City Manager accepts such an offer, whether the acceptance is before or after the effective date of this article, the credit shall be determined and provided in the following manner:

(a) Credit for the dedication of non-site-related right-of-way shall be valued at:

(1) 115 percent of the most recent assessed value by the property appraiser, or

(2) By such other appropriate method as the City Council may have accepted prior to the effective date of this article for right-of-way dedications and/or roadway capital improvements, or

(3) By fair market value established by private appraisers acceptable to the City.

Credit for the dedication of right-of-way shall be provided when the property has been conveyed at no charge to, and accepted by, the City in a manner satisfactory to the City Council.

(b) Applicants for credit for construction of non-site-related transportation improvements shall submit acceptable engineering drawings and specifications, and construction cost estimates to the City Manager. The City Manager shall determine credit for transportation improvement construction based upon either these cost estimates or upon alternative engineering criteria and construction cost estimates if the City Manager determines that such estimates submitted by the applicant are either unreliable or inaccurate. The City Manager shall provide the applicant with a letter or certificate setting forth the dollar amount of the credit, the reason for the credit, and the legal description or other adequate description of the project or development to which the credit may be applied. The applicant must sign and date a duplicate copy of such letter or certificate indicating his/her agreement to the terms of the letter or certificate and return such signed document to the City Manager before credit will be given. The failure of the applicant to sign, date, and return such document within 60 days shall nullify the credit.

(c) Except as provided in Section 19.04.11.B.1.(d), credit against mobility ~~impact~~ fees otherwise due will not be provided until:

(1) The construction is completed and accepted by the City, the county, or the state, whichever is applicable; or

(2) A suitable maintenance and warranty bond is received and approved by the City Manager when applicable.

(d) Credit may be provided before completion of specified transportation improvements if adequate assurances are given by the applicant that the standards set out in Section 19.04.11.B.1.(c) will be met and if the feepayer posts security as provided below for the costs of such construction. Security in the form of a performance bond, irrevocable letter of credit, or escrow agreement shall be posted with and approved by the City of Destin in an amount determined by the City Manager. If the transportation construction project will not be constructed within one year of the acceptance of the offer by the City Manager, the amount of the security shall be increased by ten percent compounded, for each year of the life of the security. The security shall be reviewed and approved by the City Council prior to acceptance of the security. If the transportation construction project is not to be completed within five years of the date of the feepayer's offer, the City Council must approve the transportation construction project and its scheduled completion date prior to the acceptance of the offer by the City Manager.

(e) Any claim for credit must be made no later than the time of application for a building permit ~~certificate of occupancy~~. Any claim not so made shall be deemed waived.

(f) Credits shall not be transferable from one project or development to another without the approval of the City Council and may be transferred to a development in a different mobility ~~impact~~ fee district upon a finding by the City Council that the dedication right-of-way or transportation construction for which the credit was given benefits such different mobility ~~impact~~ fee district.

(g) Determinations made by the City Manager pursuant to this section may be appealed to

the City Council by filing a written request with the City Manager within ten days of the City Manager's determination. Failure to file an appeal shall constitute a waiver of the feepayer's right to challenge the City Manager's determination regarding credits.

19.04.12. *Review and Update.*

~~A.The fee schedule contained in Section 19.04.05.A shall be reviewed by the City Council at least once every two years following its adoption.~~

(a) The mobility fee is based on the assumptions and analysis in the mobility fee study. Not later than five years from the date Ordinance 2025-08-LC is enacted and not later than every five years thereafter, the City shall conduct a full reevaluation and update of the assumptions and analysis in the mobility fee study and of all components of the mobility fee. However, in the event that full reevaluation and updates are not complete within the required five-year period, the last adopted mobility fee shall remain in effect until the reevaluation is complete. Nothing herein shall prevent the City from updating the mobility fee earlier than every five years if the City determines that significant changes in the mobility fee study have occurred, and that such changes are likely to have a significant impact on the amount of the mobility fee.

(b) The administration fees may be reviewed annually and revised by resolution of the City Council.

19.04.13. *Penalty provision.*

~~A. A violation of this article shall be prosecuted in the same manner as misdemeanors are prosecuted, and upon conviction, the violator shall be punishable according to law; however, in addition to or in lieu of any criminal prosecution, the City of Destin shall have the power to sue in civil court to enforce the provisions of this article.~~

(a) Any person, firm, corporation or partnership that violates any provision of this Article may be punished by a fine of not more than five hundred dollars ($500.00) or sixty (60) days in jail, or both. Enforcement of this Article may be through the issuance of a citation, in accordance with State Law.

(b) Violations include, but are not limited to failing, neglecting, or refusing to pay a mobility fee as required by this division and/or furnishing untrue, incomplete, false or misleading information on any document, or to any city employee, concerning the calculation, exemption, or payment of a mobility fee.

(c) The owner, tenant, or occupant of any land or part thereof for which a mobility fee is owed, who participates in, assists, directs, creates, or maintains any situation that is contrary to the requirements of this article, or who fails, neglects, or refuses to pay a mobility fee may be held responsible for the violation and be subject to the penalties and remedies provided for in this article.

(d) In addition to the enforcement of this article through issuance of a citation in accordance with State Law, the City may withhold issuance of the certificate of occupancy or certificate of

completion and/or bring suit to restrain, enjoin r otherwise prevent the violation of this article in any court of competent jurisdiction, to recover costs incurred by the City in whole or in part because of the violation of this article, and/or to compel payment of a mobility fee pursuant to this article. Issuance of and/or payment of a citation for violation of this article dos not preclude the City from filing such a suit. Payment of any penalties imposed does not release a person or entity from payment of the mobility fee due but shall be payable in addition to the mobility fee.

(e) Failure to pay a mobility fee required by this article is a violation that is continuous with respect to time, and each day the violation continues, or the mobility fee remains unpaid, is hereby declared to be a separate offense.

(f) The provisions of this section are supplemental to any other remedy or enforcement procedure provided for or recognized by ordinance, statutory law, common law, case law or the Florida Constitution and shall not be construed as an exclusive remedy or procedure available for enforcement of the codes and ordinances of the City. Nothing contained herein shall prohibit the City Council from enforcing its codes by any other means.

***

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

**SECTION 5. CONFLICTING PROVISIONS.** Any ordinance, resolution, or part thereof, in conflict with this ordinance, or any part hereof, is hereby repealed to the extent of such conflict.

**SECTION 6. SEVERABILITY.** If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 7. EFFECTIVE DATE.** Upon its adoption by the City Council and signature by the Mayor, the City Clerk shall publish a legal notice stating that the City Council has enacted this Ordinance and that it shall become effective 90 days after publication of such notice, pursuant to section 163.31801(4)(d), Florida Statutes.

**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: _____

# EXHIBIT "A"

# Destin, Florida Mobility Fee Study Memo

## *Introduction*

Mobility fees are an important tool for cities like Destin to fund transportation projects to address impacts from future growth, while also tackling service gaps such as multimodal infrastructure and traffic congestion. This study examines the feasibility and potential impacts of increasing mobility fees in Destin, with the goal of enhancing the city's transportation network and promoting sustainable solutions for all modes of travel. The mobility fee will replace the existing transportation impact fee in Destin's current fee structure.

The content within this memo will provide a comprehensive overview of the city's Mobility Plan, highlighting how increased mobility fees can facilitate its implementation. It will outline a proposed fee schedule, project fee revenue over the lifespan of the Mobility Plan and examine the legal context surrounding mobility fees. Additionally, the methodology used to calculate the proposed fee rates is described in detail.

The findings of this memo aim to support policy decisions by the City Council, ultimately enhancing Destin's connectivity and safety, and creating a more vibrant environment for residents and visitors alike to live, work, and play.

### Mobility Plan Overview

The Destin Mobility Plan, adopted in September 2024, serves as a comprehensive blueprint for addressing the city's current and future transportation needs. This plan aims to increase capacity, enhance safety, and improve walking and biking options throughout Destin. It encompasses over 60 projects, including the completion and upgrades to the Cross Town Connector, new roadway construction, multi-use trails, sidewalks, bike lanes, intersection enhancements, and community parking facilities. The total estimated cost for implementing all projects within the plan is approximately $152 million.

To support the planning and construction of seven high-priority projects outlined in Phase 1 of the Mobility Plan, the mobility fee will play a crucial role. The combined cost of these seven key projects exceeds $30 million. Below is a list of the specific projects intended to be funded by the mobility fee:

| Project ID | Project Name | Estimated Cost |
|---|---|---|
| NC-4 | 98 Palms Boulevard | $9,149,623 |
| MU-1 | Powerline easement (west) multi-use path | $10,000,000 |
| NC-5 | Mattie M. Kelly Boulevard | $844,581 |
| IS-1 | Stahlman Avenue at Zerbe St & Harbor Blvd | $135,828 |
| CC-4 | Azalea Drive Extension | $9,632,529 |
| IS-8 | Calhoun Avenue at Sibert Avenue | $19,399 |
| SW-9 | Indian Trail Sidewalk | $278,099 |
| Total Cost: | | $30,060,059 |

# *Mobility Fee*

## Fee Schedule

Table 1 presents the calculated maximum mobility fee by land use code, derived from projected Equivalent Dwelling Units (EDUs) and the total cost of necessary infrastructure improvements. The Methodology section of this report provides further details.

*Table 1 Maximum Fee table*

| Proposed Land Uses | ITE Code | ITE 11th | ITE Rate | % New Trips | New 1-way trips | EDU | Maximum Fee |
|---|---|---|---|---|---|---|---|
| Single-Family Detached | 210 | Dwelling | 9.43 | 100% | 4.72 | 1.00 | $14,365 |
| Long-term Residential | | | | | | | |
| Less than 500 sq. ft. | | | | 100% | 3.30 | 0.70 | $10,047 |
| 500—749 sq. ft. | | | | 100% | 4.00 | 0.85 | $12,173 |
| 750—999 sq. ft. | | | | 100% | 4.52 | 0.96 | $13,776 |
| 1,000—1,499 sq. ft. | | | | 100% | 5.08 | 1.08 | $15,475 |
| 1,500—1,999 sq. ft. | | | | 100% | 5.61 | 1.19 | $17,078 |
| 2,000—2,999 sq. ft. | | | | 100% | 6.16 | 1.31 | $18,778 |
| 3,000—3,999 sq. ft. | | | | 100% | 6.69 | 1.42 | $20,381 |
| 4,000 sq. ft. or more | | | | 100% | 7.08 | 1.50 | $21,578 |
| Short-term Residential | | | | | | | |
| Less than 500 sq. ft. | | | | 100% | 4.68 | 0.99 | $14,257 |
| 500—749 sq. ft. | | | | 100% | 7.05 | 1.49 | $21,466 |
| 750—999 sq. ft. | | | | 100% | 8.83 | 1.87 | $26,901 |
| 1,000—1,499 sq. ft. | | | | 100% | 10.72 | 2.27 | $32,662 |
| 1,500—1,999 sq. ft. | | | | 100% | 12.50 | 2.65 | $38,097 |
| 2,000—2,999 sq. ft. | | | | 100% | 14.40 | 3.05 | $43,858 |
| 3,000—3,999 sq. ft. | | | | 100% | 16.18 | 3.43 | $49,293 |
| 4,000 sq. ft. or more | | | | 100% | 17.51 | 3.71 | $53,352 |
| Multifamily Housing (Low-Rise) (220) | 220 | Dwelling | 6.74 | 100% | 3.37 | 0.71 | $10,267 |
| Multifamily Housing (Mid-Rise) (221) | 221 | Dwelling | 4.53 | 100% | 2.27 | 0.48 | $6,901 |
| Mobile Home Park (240) | 240 | Dwelling | 7.12 | 100% | 3.56 | 0.76 | $10,846 |
| | | | | | | | |
| Hotel/Motel (310) | 310 | Room | 7.99 | 100% | 4.00 | 0.85 | $12,171 |
| Shopping Center >150k (820) | 820 | 1000 sq. ft. | 37.01 | 51% | 9.44 | 2.00 | $28,753 |
| Shopping Plaza 40-150k (821) | 821 | 1000 sq. ft. | 67.52 | 40% | 13.50 | 2.86 | $41,141 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Shopping Plaza 40-150k - w/Supermarket (821) | 821 | 1000 sq. ft. | 94.49 | 40% | 18.90 | 4.01 | $57,575 |
| Strip Retail Plaza <40k (822) | 822 | 1000 sq. ft. | 54.45 | 40% | 10.89 | 2.31 | $33,178 |
| Automobile Sales (New) (840) | 840 | 1000 sq. ft. | 27.84 | 100% | 13.92 | 2.95 | $42,409 |
| Supermarket (850) | 850 | 1000 sq. ft. | 93.84 | 24% | 11.2608 | 2.39 | $34,307 |
| Drive-in Bank (912) | 912 | 1000 sq. ft. | 100.35 | 32% | 16.06 | 3.41 | $48,916 |
| Automobile Parts and Service Center (943) | 943 | 1000 sq. ft. | 16.6 | 100% | 8.30 | 1.76 | $25,287 |
| Convenience Store (851) | 851 | 1000 sq. ft. | 762.28 | 16% | 59.08 | 12.53 | $179,984 |
| | | | | | | | |
| Golf Course (430) | 430 | Acres | 3.74 | 100% | 1.87 | 0.40 | $5,697 |
| Marina (420) | 420 | Berths | 2.41 | 100% | 1.21 | 0.26 | $3,671 |
| Fast-Food Restaurant with Drive-Through Window (934) | 934 | 1000 sq. ft. | 467.48 | 23% | 52.59 | 11.15 | $160,226 |
| High-Turnover (Sit-Down) Restaurant (932) | 932 | 1000 sq. ft. | 107.2 | 38% | 20.37 | 4.32 | $62,053 |
| Fine Dining Restaurant (931) | 931 | 1000 sq. ft. | 83.84 | 38% | 15.93 | 3.38 | $48,531 |
| Convenience Store/Gas Station (945) | 945 | Fueling Positions | 265.12 | 16% | 20.55 | 4.36 | $62,598 |
| General Office Building (710) | 710 | 1000 sq. ft. | 10.84 | 100% | 5.42 | 1.15 | $16,513 |
| Medical-Dental Office Building - Stand-Alone (720) | 720 | 1000 sq. ft. | 36.00 | 100% | 18.00 | 3.82 | $54,839 |
| Hospital (610) | 610 | 1000 sq. ft. | 10.77 | 100% | 5.39 | 1.14 | $16,406 |
| Nursing Home (620) | 620 | 1000 sq. ft. | 6.75 | 100% | 3.38 | 0.72 | $10,282 |
| Church (560) | 560 | 1000 sq. ft. | 7.6 | 100% | 3.80 | 0.81 | $11,577 |
| Private School (K-12) (532) | 532 | Students | 2.48 | 100% | 1.24 | 0.26 | $3,778 |
| Day Care Center (565) | 565 | Students | 4.09 | 100% | 2.05 | 0.43 | $6,230 |
| General Light Industrial (110) | 110 | 1000 sq. ft. | 4.87 | 100% | 2.44 | 0.52 | $7,419 |
| Warehousing (150) | 150 | 1000 sq. ft. | 1.48 | 100% | 0.74 | 0.16 | $2,254 |

# *Context*

The following sections provide a comprehensive overview of the legal framework established by Florida Statutes that permits the implementation of a mobility fee. Additionally included is a summary of the extraordinary circumstances that demonstrate the need for an increase beyond the standard allowable percentage, as permitted by Section 163.31801 of the Florida Statutes. Finally, the necessary regulatory amendments that City staff should pursue following the adoption of the mobility fee are described.

### SUMMARY OF CONTEXT

Florida law allows local governments to create a "Mobility Plan" and associated fees for the purpose of funding transportation improvements in their jurisdictions. The law states that these fees cannot be used to block or delay development approvals if developers have agreed to pay the transportation costs associated with their projects. It also says that any revenue gained as a result of these fees must be dedicated to the projects outlined in the Mobility Plan. Such fees must also follow other Florida laws for impact fees. To ensure full compliance with Florida law, there are five actions that must be taken as part of or prior to the new fee's adoption: the new study and associated fees must be adopted within one year of beginning the study; 90 days' notice is required before adopting an increased fee; two publicly noticed workshops must be held; approval of the fee increase must receive a two-thirds majority vote from Council; and the Plan and fee study must be consistent with Florida Statutes.

The current mobility fee study, which was conducted under unusual economic conditions, aims to change fees that have not been updated since 2008. Increased construction costs, inflation, and supply chain disruptions are among the factors that have made it necessary to raise the fees in order to keep up with the higher costs of materials and labor.

There are two changes that must be made to City policies and regulations to reflect this new fee. First, the Comprehensive Plan needs to be updated to explicitly reference the Mobility Plan and fee, replacing terms like "transportation impact fee" with "mobility fee". Second, the Land Development Code must be revised to include the new Mobility Fee schedule and relevant policies from the Comprehensive Plan and Mobility Plan, which ensures that all City documents stay consistent with current transportation funding goals and with each other.

## Legal Framework

Florida Statutes s. 163.3180 authorizes local governments to establish a mobility plan and associated fees for their transportation systems. However, localities cannot use this alternative system to delay or deny applications for site plan approvals, plat approvals, final subdivision approvals, building permits, or their functional equivalents, provided that developers commit to funding the transportation impacts their projects create, as defined by the local government's fee structure.

The revenue generated from the mobility fee must be allocated to the implementation of the Mobility Plan, which serves as the foundational basis for the fee itself. Additionally, the

mobility fee must adhere to Section 163.31801 of the Florida Statutes, which outlines regulations for impact fees.

To ensure compliance with Section 163.31801, the following steps are required prior to or as part of the fee's adoption:

- The new study and associated fees must be adopted within 12 months of initiating the fee study.
- A minimum of 90 days' notice is required before the effective date of any fee increase.
- At least two publicly noticed workshops must be conducted.
- The ordinance approving the fee increase must receive a two-thirds majority vote from the City Council.
- The Mobility Plan and Mobility Fee Study align with all relevant stipulations outlined in Sections 163.3180 and 163.31801 of the Florida Statutes.

## Extraordinary Circumstances

The mobility fee study is being conducted under exceptional circumstances that highlight the need for a substantial increase in the City's current transportation impact fee, which has remained unchanged since June 2008. This fee update will be closely aligned with the Phase 1 projects outlined in the recently adopted Mobility Plan and described above.

The timing of this fee update is particularly critical given the extraordinary economic conditions stemming from various factors. The ongoing repercussions of policies implemented to mitigate the impacts of COVID-19, along with sustained disruptions in global supply chains vital to the availability of construction materials and equipment, have led to significant price increases in construction costs. These price hikes are driven by inflation, characterized by a substantial increase in the U.S. dollar money supply, persistent supply chain challenges, and robust demand for new construction.

Additionally, a strong housing market, fluctuations in the labor market, and heightened government spending on infrastructure have further contributed to elevated demand and prices in the construction sector. The U.S. Bureau of Labor Statistics' Producer Price Index by Commodity for Construction Materials serves as a key indicator of these trends. Since March 2020, when the COVID-19 pandemic began, material prices have surged by 32% as of November 2023. While this study does not predict that such price increases will continue at the same pace, the extraordinary events of the past three years necessitate an update to project costs and, consequently, the impact fee.

Moreover, it's important to highlight that construction costs have significantly risen since the current impact fee was established in 2008. The Producer Price Index for Construction Materials increased from 200.4 in June 2008 to 337.3 in June 2023, reflecting the urgent need for a fee adjustment to account for these rising costs.

### REGULATORY AMENDMENTS

The following outlines the two regulatory amendments required to City documents after the adoption of the mobility fee, ensuring consistency with the City's policies, Comprehensive Plan, and Land Development Code:

- Comprehensive Plan: The Mobility Plan and associated fee should be explicitly referenced within the Comprehensive Plan. Additionally, all instances of "transportation impact fee" must be updated to "mobility fee," and any language that ties the mobility fee to concurrency should be removed.
- Land Development Code (LDC): The section of the LDC addressing transportation impact fees should be revised to include the Mobility Fee schedule. This update must also incorporate references to the relevant policies within the Comprehensive Plan and the Mobility Plan.

## *Methodology*

This section outlines the methodology used to determine the new mobility fee, which follows a proportionate share allocation model. This approach estimates the costs of infrastructure improvements required to support new development and allocates these costs based on projected increases in transportation demand. The demand is forecasted by calculating the number of new daily trips generated by future development, using data from the Destin Mobility Plan, adopted in September 2024.

The Destin Mobility Plan identifies key infrastructure projects needed to accommodate growth, including new transportation facilities and improvements to existing facilities.

The total cost of the infrastructure improvements outlined in the Destin Mobility Plan is divided by the projected growth in Equivalent Dwelling Units (EDUs), ensuring that each new development contributes its proportional share of the transportation improvements necessary to support future growth.

### SUMMARY OF STEPS USED TO CALCULATE MOBILITY FEE

These steps are described in more detail in the following sections.

1. Calculate Standard Service Unit. When new homes or businesses are built, they add traffic to the roads. To fairly measure how much traffic each use type adds, Equivalent Dwelling Units (EDUs) are used. One EDU represents the traffic generated by a typical single-family home. This allows us to compare different types of buildings and figure out how much traffic they'll create. Each building type is evaluated based on how much traffic it generates compared to a single-family home, and only new trips are counted.

2. Analyze the relationship between dwelling units and trip generation. To ensure the fee is fair, we looked at how the size of a home affects the impact it has on traffic. Three main sources of information were used for this analysis: property data, such as home size and number of bedrooms; household occupancy data, the number of people living in homes of different sizes; and household trip rates, or how

often people travel based on their household size. This information was used to figure out how the square footage of a home relates to the amount of traffic the home generates. We found that larger homes with more bedrooms tend to generate more trips.

    a. For short-term rental properties, a similar method was used. However, since short-term rentals are typically more frequently occupied, the calculation was adjusted to assume they were always fully booked.

3. Calculate Equivalent Dwelling Units (EDUs). An EDU measures the traffic impact of a typical single-family home, using Institute of Transportation Engineers (ITE) land use code 210 as the standard. The number of trips people make, based on data from the National Household Travel Survey (NHTS), is adjusted to match the ITE's traffic rates for homes. This adjustment makes sure the data is consistent and takes into account the differences in traffic created by different types of households. For other kinds of uses, we calculate how much traffic they generate compared to that single-family home. Pass-by trips and diverted link trips were not counted, and only one side of the trip (either arrival or departure) was counted to avoid double-counting the trip.
4. Estimate the cost of Phase 1 improvements. The total estimated cost of Phase 1 improvements is $30,060,059.
5. Estimate EDUs through 2040. Population and employment growth forecasts were used to estimate the total number of EDUs expected by 2040. To calculate the projected EDUs, the expected growth in people and jobs was converted to square footage, as needed, and then matched with the appropriate ITE code for each job type. This calculation gives us an estimate of 2092.62 EDUs by 2040.
6. Calculate the Mobility Fee. Divide the total cost of planned improvements (from Step 4) by the estimated EDUs (from Step 5):

$$\$30,060,059 \text{ (improvements)} / 2092.62 \text{ (EDUs)} = \$14,364.79$$

## Calculating Standardized Service Unit

The transportation demand created by different land use types are standardized into a unit of measurement known as the service unit, defined as the Equivalent Dwelling Unit (EDU). One EDU represents the transportation demand generated by a typical single-family detached home. This standardized metric allows for consistently comparing various land uses based on their impact on the transportation system.

Trip generation data—measuring vehicle movements generated by different types of development—forms the foundation for calculating service units. Mobility fees account for demand across all transportation modes, including motorized and non-motorized travel.

Each land use type is evaluated according to its relative travel demand compared to a standard single-family home. Trip generation rates are adjusted to reflect only net new trips that contribute additional demand to the transportation system.

## Relationship Between Dwelling Units and Trip Generation

This section reviews how the relationship between dwelling unit size, the number of bedrooms, and trip-making behavior was developed for the Destin context. The goal is to ensure that the mobility fee accurately reflects the impact of various residential development scales. The data for this analysis were drawn from three key sources:

1. Parcel characteristics, including land use type, number of bedrooms, and building square footage, were obtained from the Okaloosa County Property Appraiser's records. This provided detailed insights into the physical attributes of the housing stock in the area.
2. Household occupancy data from the 2021 American Community Survey (ACS) Public Use Microdata Sample (PUMS)[1] for Okaloosa County allowed for localized estimates of residents per household by dwelling unit type and size. The results are presented in Table 2.

*Table 2 Persons/household by # of bedrooms, SFDU (2021 ACS PUMS, Okaloosa County)*

| # of bedrooms | Persons per Household |
|---|---|
| 1 | 1.74 |
| 2 | 1.98 |
| 3 | 2.42 |
| 4 | 3.06 |
| 5 | 3.67 |

3. Household person trip rates were sourced from the 2022 National Household Travel Survey (NHTS)[2], with a focus on the South Atlantic region and Metropolitan Statistical Areas (MSAs) under one million residents, which provides region-specific data on travel behavior. This data is crucial in informing the relationship between housing characteristics and transportation demand in Destin.

*Table 3 Trips per Person by Household Size (NHTS 2021, South Atlantic)*

| Household Size | Daily Trips per Person |
|---|---|
| 1 | 2.61 |
| 2 | 2.35 |
| 3 | 2.48 |
| 4 | 2.22 |
| 5 | 1.60 |

[1] https://www.census.gov/programs-surveys/acs.html
[2] https://nhts.ornl.gov

| | |
|---|---|
| 6 | 1.12 |
| 7 | 1.55 |

These sources were combined to establish the relationship between square footage and trip generation for single-family homes. A logarithmic regression model was used to capture the non-linear relationship between dwelling unit size and the number of trips generated. The resulting estimates of trips per household size for single-family dwelling units (SFDU) are presented in Figure 1.

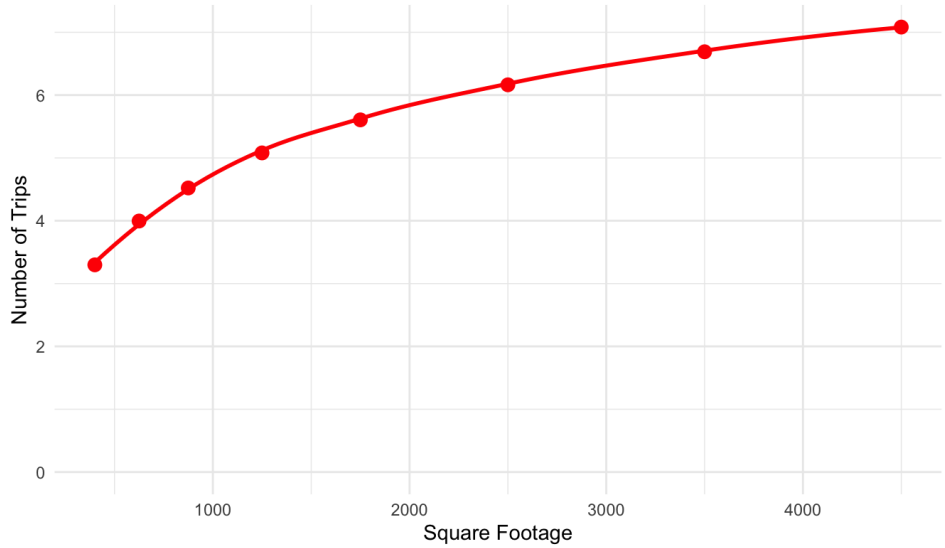



*Figure 1 Relationship between trips and square footage for a single-family residential home*

*Short-Term Rental Trip Generation*

Trip generation rates for short-term rentals were calculated similarly to those for single-family homes, with adjustments reflecting the higher utilization rates of short-term rental properties. Trip-making rates were adjusted to assume 100% occupancy based on the number of bedrooms. The resulting expected trips based on the number of square feet are depicted in Figure 2.

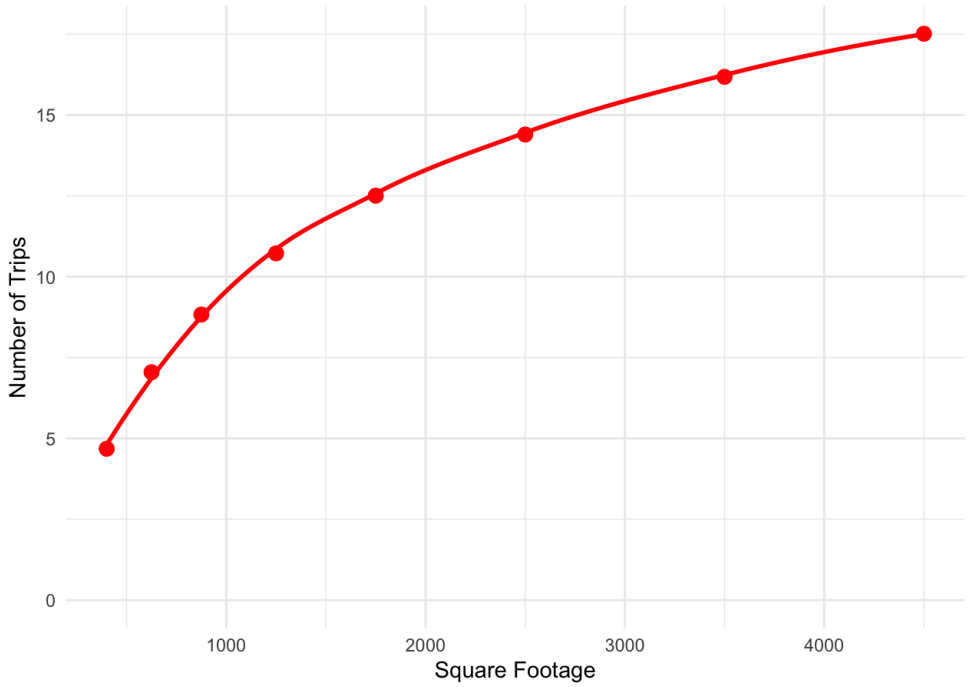



*Figure 2 Relationship between trips and square footage for a short-term rental*

## Calculating Equivalent Dwelling Units (EDUs)

This step involves standardizing transportation demand across different land uses into EDUs, allowing for consistent fee calculations. The EDU is based on the transportation impact of a typical single-family detached home, using Institute of Transportation Engineers (ITE) land use code 210 as the benchmark. Household trip rates calculated using the National Household Travel Survey (NHTS) are refactored by adjusting them to match the proportionate ITE residential trip generation rates. This adjustment ensures all rates are sourced from ITE and are internally consistent, while also representing the varying impacts of different household types.

Pass-by trips refer to vehicles already on the road that stop at a development before continuing their route. Diverted-link trips divert from their original route to visit a development before rejoining the network. Since these trips do not generate new traffic, they are excluded from the EDU calculations. Additionally, ITE trip generation rates are halved to represent only the production side (as trip generation includes both arrivals and departures). The resulting EDUs are presented in Table 4.

*Table 4 EDU by land use type*

| Proposed Land Uses | ITE Code | Unit Type | ITE Rate | % New Trips | New 1-way trips | EDU |
|---|---|---|---|---|---|---|
| Single-Family Detached | 210 | Dwelling | 9.43 | 100% | 4.72 | 1.00 |
| Long-term Residential | | | | | | |
| Less than 500 sq. ft. | | | | 100% | 3.30 | 0.70 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 500—749 sq. ft. | | | | 100% | 4.00 | 0.85 |
| 750—999 sq. ft. | | | | 100% | 4.52 | 0.96 |
| 1,000—1,499 sq. ft. | | | | 100% | 5.08 | 1.08 |
| 1,500—1,999 sq. ft. | | | | 100% | 5.61 | 1.19 |
| 2,000—2,999 sq. ft. | | | | 100% | 6.16 | 1.31 |
| 3,000—3,999 sq. ft. | | | | 100% | 6.69 | 1.42 |
| 4,000 sq. ft. or more | | | | 100% | 7.08 | 1.50 |
| Short-term Residential | | | | | | |
| Less than 500 sq. ft. | | | | 100% | 4.68 | 0.99 |
| 500—749 sq. ft. | | | | 100% | 7.05 | 1.49 |
| 750—999 sq. ft. | | | | 100% | 8.83 | 1.87 |
| 1,000—1,499 sq. ft. | | | | 100% | 10.72 | 2.27 |
| 1,500—1,999 sq. ft. | | | | 100% | 12.50 | 2.65 |
| 2,000—2,999 sq. ft. | | | | 100% | 14.40 | 3.05 |
| 3,000—3,999 sq. ft. | | | | 100% | 16.18 | 3.43 |
| 4,000 sq. ft. or more | | | | 100% | 17.51 | 3.71 |
| Multifamily Housing (Low-Rise) (220) | 220 | Dwelling | 6.74 | 100% | 3.37 | 0.71 |
| Multifamily Housing (Mid-Rise) (221) | 221 | Dwelling | 4.53 | 100% | 2.27 | 0.48 |
| Mobile Home Park (240) | | Dwelling | 7.12 | 100% | 3.56 | 0.76 |
| | | | | | | |
| Hotel/Motel (310) | 310 | Room | 7.99 | 100% | 4.00 | 0.85 |
| Shopping Center >150k (820) | 820 | 1000 sq. ft. | 37.01 | 51% | 9.44 | 2.00 |
| Shopping Plaza 40-150k (821) | 821 | 1000 sq. ft. | 67.52 | 40% | 13.50 | 2.86 |
| Shopping Plaza 40-150k - w/Supermarket (821) | 821 | 1000 sq. ft. | 94.49 | 40% | 18.90 | 4.01 |

## *Calculation of the Mobility Fee*

After calculating EDUs, the next step is to allocate the costs of necessary transportation improvements based on expected growth in EDUs. By estimating the number of new EDUs, we determine each development's proportional share of infrastructure costs for the projects outlined in the Destin Mobility Plan.

### Planned Improvements

The cost of planned transportation infrastructure improvements comes from the Destin Mobility Plan, which details essential projects needed to support growth. These include road expansions, multimodal enhancements like bike lanes and sidewalks, and other upgrades. Cost estimates for these projects were developed. Based on the Mobility Plan,

as illustrated in 5, Phase 1 projects that are to be funded by the Mobility Fee are anticipated to cost $30,060,059.

*Table 5 Phase I Mobility Fee Projects*

| ID | Name | Cost | Phase |
|---|---|---|---|
| NC-4 | 98 Palms Boulevard | $9,149,623 | 1 |
| MU-1 | Powerline easement (west) Multi-use Path | $10,000,000 | 1 |
| NC-5 | Mattie M. Kelly Boulevard | $844,581 | 1 |
| IS-1 | Stahlman Avenue at Zerbe St & Harbor Blvd | $135,828 | 1 |
| CC-4 | Azalea Drive Extension | $9,632,529 | 1 |
| IS-8 | Calhoun Avenue at Sibert Ave | $19,399 | 1 |
| SW-9 | Indian Trail Sidewalk | $278,099 | 1 |
| | TOTAL | $30,060,059 | |

## Estimating Equivalent Dwelling Units (EDUs) Through 2040

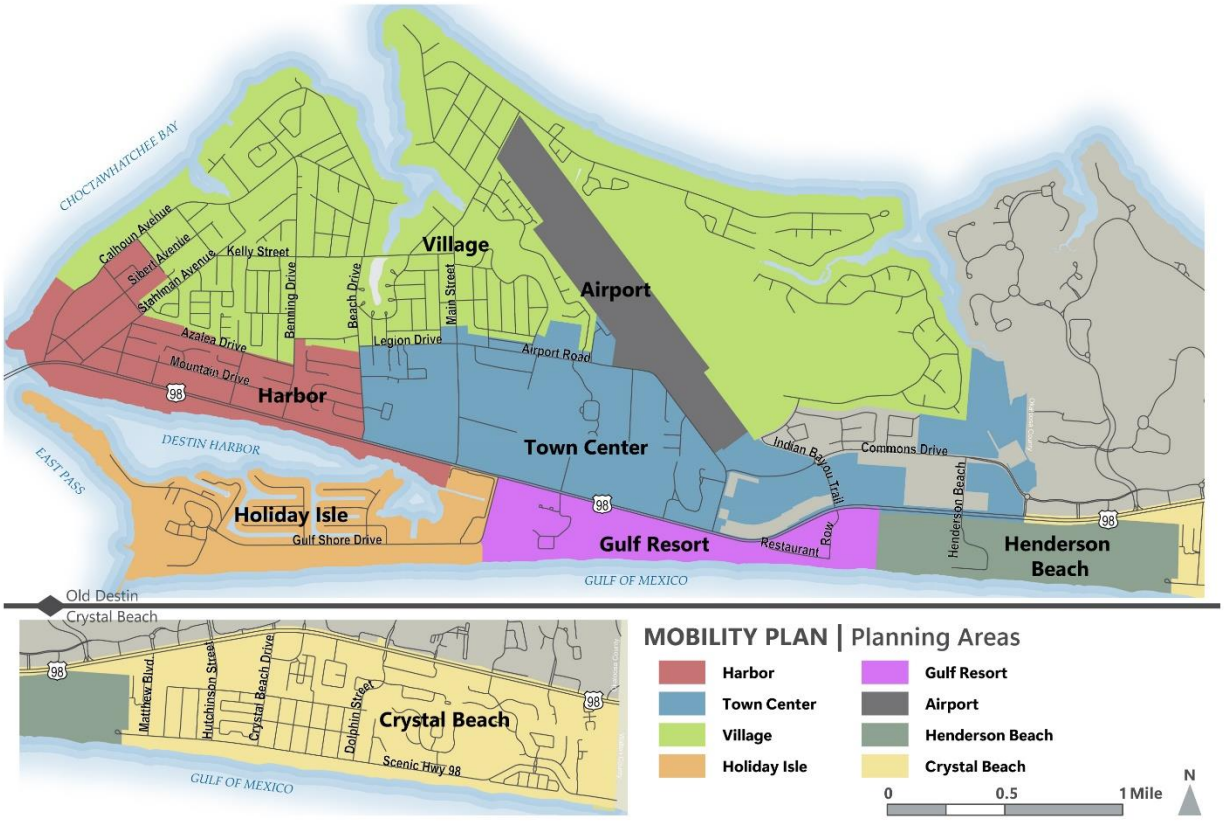
Population and employment growth forecasts for Destin were used to project the total number of EDUs expected by 2040. These assumptions are documented in Table 6. The growth projections for people and jobs are translated into EDUs by converting growth units to square footage[3], when necessary, and matching the mixture of associated Institute of Transportation Engineers (ITE) land use code presently on the ground in Destin for each job type. The result is an estimate of EDUs anticipated by 2040.

*Table 6 Population and employment growth forecast (new units anticipated by 2040)*

| Planning Area | SF Pop | MF Pop | Housing Units | Hotel/ Motel | Seasonal | Ser Emp | Com Emp | Ind Emp | Tot Emp |
|---|---|---|---|---|---|---|---|---|---|
| Airport | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 |
| Crystal Beach | 104 | 236 | 163 | 80 | 340 | 59 | 45 | 7 | 111 |
| Gulf Resort | 11 | 63 | 36 | 84 | 59 | 301 | 138 | 34 | 473 |
| Harbor | 59 | 284 | 165 | 96 | 280 | 51 | 45 | 10 | 106 |
| Henderson Beach | 3 | 1 | 2 | 0 | 6 | 3 | 1 | 0 | 4 |
| Holiday Isle | 38 | 262 | 144 | 30 | 225 | 64 | 23 | 8 | 95 |
| Town Center Commons | 90 | 472 | 270 | 198 | 449 | 211 | 165 | 31 | 407 |
| Village | 173 | 331 | 242 | 59 | 531 | 22 | 16 | 3 | 41 |
| Grand Total | 478 | 1649 | 1022 | 547 | 1890 | 713 | 433 | 93 | 1239 |

*Figure 1. Planning Area Map.*

[3] The following estimates of square footage per employee were utilized in this conversion process: 250 sq. ft. per service employee, 450sq. ft. per commercial employees, and 1,000 sq. ft. per employee for industrial jobs.




## Calculating the Mobility Fee

With the total number of Equivalent Dwelling Units (EDUs) projected by 2040 and the cost of planned infrastructure improvements established, the Mobility Fee is calculated by distributing the improvement costs across the anticipated EDUs. Based on the forecast presented in Table 6, 2092.62 EDUs are anticipated by 2040.

The final step in calculating the fee per EDU is dividing the total cost of the planned improvements by the total projected EDUs.

$30,060,059 (improvements) / 2092.62 (forecasted EDUs) = $14,364.79

With the calculation complete, the maximum Mobility Fee per EDU is $14,364.79. This maximum fee, applied to EDUs per land use type, are presented in Table 1 in the Fee Schedule section of this memo.

**ORDINANCE NO. 2025-08-LC**

**AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, RELATING TO THE IMPOSITION OF MOBILITY FEES; PROVIDING FOR ADOPTION OF A MOBILITY FEE STUDY AND TABLE OF MOBILITY FEES; PROVIDNG FOR MOBILITY FEE DISCOUNTS; PROVIDING FOR CITY ENFORCEMENT; 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 l.0l (b) of the City Charter, Section 166.021, Florida Statutes and Sections 163.3180 and 163.31801, 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**, section 163.31801, Florida Statutes (the "Florida Impact Fee Act") prohibits local governments from increasing fees to fund transportation improvements necessitated by new growth ("Mobility Fees") in excess of the phase-in limitations established therein without a study expressly demonstrating the extraordinary circumstance" ; and

**WHEREAS,** the City Council has engaged 3TP Ventures ("3TP") to prepare a Demonstrated-Need Study dated June 27, 2024 (the "Mobility Fee Study") to convert the City of Destin's prior usage of impact fees to mobility fees, and to establish the City's Mobility Fee schedule; and

**WHEREAS,** the rates calculated in the Mobility Fee Study exceed the phase-in limitations permitted by the Florida Impact Fee Act, without a study expressly demonstrating the extraordinary circumstances necessitating increases exceeding such phase-in limitations; and

**WHEREAS,** 3TP has also prepared the Destin, Florida Mobility Fee Study Memo attached as Exhibit A, which constitutes a demonstrated need study establishing such extraordinary circumstances, as required by the Florida Impact Fee Act and is hereby adopted and approved (the "Demonstrated Need Study"); and

**WHEREAS**, the based on the Demonstrated Need Study and other evidence presented at the prior public hearings, workshops, and meetings, the City Council hereby makes the following factual findings:

- The City of Destin has not raised impact fees in sixteen years; and
- Impacts related to COVID-19 policies between March 2020 and November 2023, material prices surged by 32%; and
- Sustained disruptions to global supply chains for construction materials and equipment, housing market strength, labor market fluctuations, and heightened governmental spending on infrastructure, have led to increases in construction prices.
- Materials increased from 200.4 in June 2008 to 337.2 in June 2023 (1982:100).

**WHEREAS**, the City Council has conducted publicly noticed workshops on February 18, 2025 and March 3, 2025, dedicated to the extraordinary circumstances necessitating the need to exceed the mobility fee phase-in limitations established in section 163.31801, Florida Statutes, as required by the Florida Impact Fee Act, during which the Demonstrated Need Study was presented, and public comment taken; and

**WHEREAS**, based upon the factual findings set forth herein, the Board hereby finds and determines that:

- there exist in the City extraordinary circumstances relating to not raising fees for 16 years despite ongoing extraordinary events including but not limited to the COVID-19 policies, price surges, and sustained disruptions in supplies, which, if left unaddressed, result in conditions injurious to the public health, safety, morals and welfare of the residents of the City;
- the existence of such extraordinary circumstances creates an economic and social liability by hindering industrial, commercial, office or residential development; and
- extraordinary circumstances exist necessitating the imposition of mobility fees exceeding the phase-in limitations established in section 163.31801, Florida Statutes.

**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, <u>underline language</u> 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. Amending Chapter 19 of the Land Development Code**.

***

**19.04.00. - ~~Transportation impact~~ Mobility fee.**

19.04.01. *Intents and purposes.*

A. *Legislative findings:*

~~1. The City Council has determined that the City of Destin must expand its transportation system in order to maintain current levels of service if new development is to be accommodated without decreasing current levels of service. This must be done in order to promote and protect the public health, safety, and welfare.~~

~~2~~. 1. The City Council has determined that the Florida Legislature through the enactment of Chapter 163, Part II, Florida Statutes, encourages local governments to adopt innovative approaches to development.

~~3~~. 2. The City Council has determined that the authority to adopt this ordinance is pursuant to Section 1.01.(b) of the City Charter, and Section 166.021, Florida Statutes.

~~4. The City Council has determined that the imposition of impact fees is one of the preferred methods of ensuring that development bears a proportionate share of the cost of transportation capital improvements necessary to accommodate such development. This must be done in order to promote and protect the public health, safety, and welfare.~~

~~5.~~ 3. The City Council has determined that each of the types of land development described in Section 19.04.05.A., will generate vehicular and pedestrian traffic necessitating the acquisition of rights-of-way, road construction, road improvements, pedestrian and bicycle improvements.

~~6.~~ 4. The City Council has determined that the fees established by Section 19.04.05.A. are derived from, based upon, and do not exceed the costs of providing additional rights-of-way and multi-modal improvements necessitated by the new land developments for which the fees are levied.

~~7. The City Council has determined that the report entitled "Impact Fee Study for Transportation, Parks, Library and Police Facilities," dated July 2007, sets forth a reasonable methodology and analysis for the determination of the impact of new development on the need for and costs of additional transportation capital improvements in the City of Destin.~~

5. The City Council has determined that 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.

6. The City Council has determined that section 163.31801, Florida Statutes (the "Florida Impact Fee Act") prohibits local governments from increasing fees to fund transportation improvements necessitated by new growth ("Mobility Fees") in excess of the phase-in limitations established therein without a study expressly demonstrating the extraordinary circumstance".

7. City Council has engaged 3TP Ventures ("3TP") to prepare a Demonstrated-Need Study dated June 27, 2024 (the "Mobility Fee Study") to convert the City of Destin's prior usage of impact fees to mobility fees, and to establish the City's Mobility Fee schedule.

8. The City Council has determined that the rates calculated in the Mobility Fee Study exceed the phase-in limitations permitted by the Florida Impact Fee Act, without a study expressly demonstrating the extraordinary circumstances necessitating increases exceeding such phase-in limitations.

9. 3TP has also prepared the Destin, Florida Mobility Fee Study Memo, which constitutes a demonstrated need study establishing such extraordinary circumstances, as required by the Florida Impact Fee Act and is hereby adopted and approved (the "Demonstrated Need Study").

10. The City Council has determined that the based on the Demonstrated Need Study and other evidence presented at the prior public hearings, workshops, and meetings, the City Council hereby makes the following factual findings:

- The City of Destin has not raised impact fees in sixteen years; and
- Impacts related to COVID-19 policies between March 2020 and November 2023, material prices surged by 32%; and
- Sustained disruptions to global supply chains for construction materials and equipment, housing market strength, labor market fluctuations, and heightened governmental spending on infrastructure, have led to increases in construction prices.
- Materials increased from 200.4 in June 2008 to 337.2 in June 2023 (1982:100).

11. The City Council has conducted publicly noticed workshops on February 18, 2025 and March 3, 2025, dedicated to the extraordinary circumstances necessitating the need to exceed the mobility fee phase-in limitations established in section 163.31801, Florida Statutes, as required by the Florida Impact Fee Act, during which the Demonstrated Need Study was presented, and public

comment taken.

12. Based upon the factual findings set forth herein, the Board hereby finds and determines that:

- there exist in the City extraordinary circumstances relating to not raising fees for 16 years despite ongoing extraordinary events including but not limited to the COVID-19 policies, price surges, and sustained disruptions in supplies, which, if left unaddressed, result in conditions injurious to the public health, safety, morals and welfare of the residents of the City.
- the existence of such extraordinary circumstances creates an economic and social liability by hindering industrial, commercial, office or residential development; and
- extraordinary circumstances exist necessitating the imposition of mobility fees exceeding the phase-in limitations established in section 163.31801, Florida Statutes.

B. This article is intended to assist in the implementation of the City of Destin Comprehensive Plan.

C. The purpose of this article is to regulate the development of land so as to: ~~ensure that new development bears a proportionate share of the cost of capital expenditures necessary to provide transportation capital improvements in the City of Destin.~~ (1) ensure that the mobility fee is proportional and reasonably connected to, or has a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction; (2) ensure that the mobility fee is proportional and reasonably connected to, or has a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction; (3) Specifically earmark funds collected under the mobility fee for use in acquiring, constructing, or improving capital facilities to benefit new users; and (4) Ensure that revenues generated by the mobility fee are not used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or nonresidential construction.

D. This article shall not apply to development for which the City of Destin is the applicant.

***

*19.04.04. Adoption of mobility fee study and ~~I~~imposition of mobility ~~transportation impact~~ fee.*

The City Council hereby adopts and incorporates the following by reference:

(a) The Destin, Florida Mobility Fee Study Memo attached as Exhibit A to Ordinance No. 2025-08-LC.

(b) The Table of Mobility Fees

| Table of Mobility Fees | | |
|---|---|---|
| **Proposed Land Uses** | **Unit** | **Fee per Unit** |
| Long-term Residential | Dwelling | |
| Less than 500 sq. ft. | | $5,023 |
| 500—749 sq. ft. | | $6,086 |
| 750—999 sq. ft. | | $6,888 |
| 1,000—1,499 sq. ft. | | $7,737 |
| 1,500—1,999 sq. ft. | | $8,539 |
| 2,000—2,999 sq. ft. | | $9,389 |
| 3,000—3,999 sq. ft. | | $10,190 |
| 4,000 sq. ft. or more | | $10,789 |
| Short-term Residential | | |
| Less than 500 sq. ft. | | $14,257 |
| 500—749 sq. ft. | | $21,466 |
| 750—999 sq. ft. | | $26,901 |
| 1,000—1,499 sq. ft. | | $32,662 |
| 1,500—1,999 sq. ft. | | $38,097 |
| 2,000—2,999 sq. ft. | | $43,858 |
| 3,000—3,999 sq. ft. | | $49,293 |
| 4,000 sq. ft. or more | | $53,352 |
| Multifamily Housing (Low-Rise) (220) | Dwelling | $10,267 |
| Multifamily Housing (Mid-Rise) (221) | Dwelling | $6,901 |
| Mobile Home Park (240) | Dwelling | $10,846 |
| Hotel/Motel (310) | Room | $12,171 |
| Shopping Center >150k (820) | 1000 sq. ft. | $28,753 |
| Shopping Plaza 40-150k (821) | 1000 sq. ft. | $41,141 |
| Shopping Plaza 40-150k - w/Supermarket (821) | 1000 sq. ft. | $57,575 |
| Strip Retail Plaza <40k (822) | 1000 sq. ft. | $33,178 |
| Automobile Sales (New) (840) | 1000 sq. ft. | $42,409 |
| Supermarket (850) | 1000 sq. ft. | $34,307 |
| Drive-in Bank (912) | 1000 sq. ft. | $48,916 |
| Automobile Parts and Service Center (943) | 1000 sq. ft. | $25,287 |
| Convenience Store (851) | 1000 sq. ft. | $179,984 |
| Golf Course (430) | Acres | $5,697 |
| Marina (420) | Berths | $3,671 |

| | | |
|---|---|---|
| Fast-Food Restaurant with Drive-Through Window (934) | 1000 sq. ft. | $160,226 |
| High-Turnover (Sit-Down) Restaurant (932) | 1000 sq. ft. | $62,053 |
| Fine Dining Restaurant (931) | 1000 sq. ft. | $48,531 |
| Convenience Store/Gas Station (945) | Fueling Positions | $62,598 |
| General Office Building (710) | 1000 sq. ft. | $16,513 |
| Medical-Dental Office Building - Stand- Alone (720) | 1000 sq. ft. | $54,839 |
| Hospital (610) | 1000 sq. ft. | $16,406 |
| Nursing Home (620) | 1000 sq. ft. | $10,282 |
| Church (560) | 1000 sq. ft. | $11,577 |
| Private School (K-12) (532) | Students | $3,778 |
| Day Care Center (565) | Students | $6,230 |
| General Light Industrial (110) | 1000 sq. ft. | $7,419 |
| Warehousing (150) | 1000 sq. ft. | $2,254 |

~~A.Any person who applies for a certificate of occupancy, is hereby required to pay a transportation impact fee in the manner and amount set forth in this article.~~

~~B.No new certificate of occupancy, for any activity requiring payment of an impact fee pursuant to Section 19.04.05.A., shall be issued unless and until the required transportation impact fee has been paid.~~

~~C.Any development that received a final development order or development permit on or before [the date of adoption of the ordinance creating the "new" fee schedule] shall be subject to the "old" fee schedule in Section 19.04.05, provided that development proceeds to issuance of the certificate of occupancy without expiration of the development order or development permit. Notwithstanding the foregoing, if the fee for a proposed development would be lower under the provisions of subsection D below, subsection D shall apply.~~

~~D.All other development shall be subject to the following fee schedules in Section 19.04.05:~~

~~1.The "old" fee schedule for certificates of occupancy issued before [90 days from ordinance adoption].~~

~~2.The "new" fee schedule for certificates of occupancy issued on or after [90 days from ordinance adoption].~~

~~E.The City may provide estimates of impact fees at time of development order, or building permit for projects not requiring a development order, but such estimates shall not be binding and shall not exempt applicants from paying according to the fee schedule in effect at time of certificate of occupancy.~~

***19.04.05.*** ~~*Computation of the amount of the transportation impact fee.*~~

*Effect on Land Development Regulations:*

(a) The payment of mobility fees does not ensure compliance with the City's land development

regulations.

(b) The listing of a land use in the mobility fee schedule is solely for purpose of establishing the applicable mobility fee for such use, and such listing does not mean that the land use is permitted or available under applicable zoning or comprehensive plan requirements. In addition, the listing of the land use in the mobility fee schedule shall not be considered evidence that the land use is appropriate in any land use classification or zoning district.

~~A.At the option of the feepayer, the amount of the transportation impact fee may be determined by the following fee schedules:~~

~~Insert OLD FEE SCHEDULE HERE AND INSERT NEW FEE SCHEDULE HERE IN STRIKETHROUGH FORMAT~~

~~1.If a certificate of occupancy is requested for mixed uses, then the fee shall be determined by using the above schedule and apportioning the space committed to uses specified on the schedule.~~

~~2.In the case of change of use, redevelopment, or expansion or modification of an existing use which requires the issuance of a certificate of occupancy, the impact fee shall be based upon the net positive increase in the impact fee for the new use as compared to the previous use.~~

~~3.If the type of development activity that a certificate of occupancy is applied for is not specified on the applicable fee schedule, the City Manager shall use the fee applicable to the most nearly comparable type of land use on the fee schedule. The City Manager shall be guided in the selection of a comparable type by the report titled Trip Generation: An Information Report (latest edition) prepared by Institute of Transportation Engineers. If the City Manager determines that there is no comparable type of land use on the applicable fee schedule, the City Manager shall determine the fee by:~~

~~(a)Using traffic generation statistics provided by the Florida Department of Transportation or contained in a report titled Trip Generation: An Information Report (latest edition) prepared by Institute of Transportation Engineers; and~~

~~(b)Applying the formula set forth in Section 19.04.05.B.~~

~~B.If a feepayer opts not to have the impact fee determined according to paragraph A. of this section, then the feepayer shall prepare and submit to the City Manager an independent fee calculation study for the land development activity for which a certificate of occupancy is sought. The documentation submitted shall show the basis upon which the independent fee calculation was made. The traffic engineering and/or economic documentation submitted shall show the basis upon which the independent fee calculation was made, including, but not limited to, the following:~~

~~(1)*Traffic engineering studies:*~~

~~(a)Documentation of trip generation rates appropriate for the proposed land development activity.~~

~~(b)Documentation of the relative trip length appropriate for the proposed land development activity.~~

~~(c)Documentation of any other trip data appropriate for the proposed land development activity.~~

~~(2)*Economic documentation studies:*~~

~~(a)Documentation of credits attributable to the proposed land development activity which can be expected to be available to replace the portion of the service volume used by the traffic generated by the proposed land development activity.~~

~~C.The City Manager shall consider the documentation submitted by the feepayer but is not required to accept such documentation as he/she shall reasonably deems to be inaccurate or not reliable and~~

~~may, in the alternative, require the feepayer to submit additional or different documentation for consideration. If an acceptable independent fee calculation study is not presented, the feepayer shall pay the transportation impact fee based upon the schedule shown in paragraph A. of this section. If an acceptable independent fee calculation study is presented, the City Manager may adjust the fee to that appropriate to the particular development. Determinations made by the City Manager pursuant to this paragraph may be appealed to the City Council by filing a written request with the City Manager within ten days of the City Manager's determination. Failure to file an appeal shall constitute a waiver of the feepayer's right to challenge the City Manager's determination regarding a feepayer's independent impact fee calculation study.~~

19.04.06. *Payment of fee.*

~~A. The feepayer shall pay the transportation impact fee required by this article to the City Manager prior to the issuance of certificate of occupancy.~~

A. Mobility fees and administration fees shall be assessed, collected, and paid upon the issuance of a building permit for any development within the City of Destin.

B. All funds collected shall be promptly transferred for deposit in the mobility ~~transportation impact~~ fee trust fund established by Section 19.04.08 and used solely for the purposes specified in this article.

*19.04.07.* Mobility ~~Transportation impact~~ *fee district.*

A. There is hereby established a mobility ~~road impact~~ fee district which shall be all lands lying within the incorporated limits of the City.

*19.04.08.* Mobility ~~Transportation impact~~ *fee trust fund established.*

A. There is hereby established a mobility ~~transportation impact~~ fee trust fund for the mobility ~~transportation impact~~ fee district established by Section 19.04.07.

B. Funds withdrawn from these accounts must be used in accordance with the provisions of Section 19.04.09.

19.04.09. *Use of funds.*

A. Funds collected from the mobility ~~transportation impact~~ fee shall be used solely for the purpose of capital improvements to and expansion of transportation facilities. ~~identified in the impact fee study on which the "new" fee schedule is based and shall not be used for periodic or routine maintenance.~~

B. Funds shall be expended in the order in which they are collected.

C. In the event that bonds or similar debt instruments are issued for advanced provision of transportation capital improvements for which mobility ~~transportation impact~~ fees may be expended, mobility ~~impact~~ fees may be used to pay debt service on such bonds or similar debt instruments to the extent that the improvements provided are of the type described in paragraph A. above and are located within the mobility ~~transportation impact~~ fee district established by Section 19.04.07.

D. At least once each fiscal period, the City Manager shall present to the City Council a proposed capital improvement program for transportation, assigning funds, including any accrued interest, from the mobility ~~road impact~~ fee trust fund to specific road improvement projects and related expenses. Monies, including any accrued interest, not assigned in any fiscal period shall be retained in the mobility ~~road impact~~ fee trust fund until the next fiscal period, except as provided by Section 19.04.10.

E. Funds may be used to provide refunds as described in Section 19.04.10.

19.04.10. *Refund of fees paid.*

A. Any funds not expended or encumbered by the end of the calendar quarter immediately following six years from the date the mobility ~~transportation impact~~ fee was paid shall, upon application of the then current landowner, be returned to such landowner with interest at the rate of four percent per annum, provided that the landowner submits an application for a refund to the City Manager within 180 days of the expiration of the six-year period.

19.04.11. *Exemptions and credits.*

A. Any claim of exemption must be made no later than the time of application for a building permit ~~certificate of occupancy~~. Any claim not so made shall be deemed waived. The following shall be exempted from payment of the mobility fee ~~impact fee~~:

1. Alterations or expansion of an existing residential building where no additional residential units are created, and where the use is not changed; alterations of an existing nonresidential building where no additional square footage is added, where the use is not changed, and where no additional vehicular trips will be produced over and above those produced by the existing use.

2. The construction of residential accessory buildings or structures which will not produce additional vehicular trips over and above those produced by the principal building or use of the land.

3. The replacement of a destroyed or partially destroyed building or structure with a new building or structure of the same size and use provided that no additional trips will be produced over and above those produced by the original use of the land.

4. The installation of a replacement mobile home on a lot or other such site when a mobility ~~transportation impact~~ fee for such mobile home site has previously been paid pursuant to this article or where a mobile home legally existed on such site on or prior to the effective date of this article.

5. Public elementary and secondary schools.

6. The development or construction of housing that is "affordable", as defined in section 420.9071, Florida Statutes. This exception shall only be effective upon the developer entering into an agreement approved by the City Council, under such circumstances and in such form as is acceptable to the City Council in its reasonable judgment, to maintain the housing as "affordable."

B. Credits:

1. No credit shall be given for site-related improvements or site-related right-of-way dedications.

2. All mandatory or required right-of-way dedications and/or transportation improvements made by a feepayer, subsequent to the effective date of this article, except site-related improvements and any other improvements not included in the calculation of the mobility ~~transportation impact~~ fees, shall be credited on a pro rata basis against mobility ~~transportation impact~~ fees otherwise due or to become due for development that prompted the City or the county to require such dedications or transportation improvements. Such credits shall be determined and provided as set forth in Section 19.04.11.B.3.

3. A feepayer may obtain credit against all or a portion of mobility ~~transportation impact~~ fees otherwise due or to become due by offering to dedicate non-site-related right-of-way and/or construct non-site-related roadway improvements included in the calculation of the transportation impact fees. This offer must specifically request or provide for a mobility ~~transportation impact~~ fee credit. Such construction must be in accordance with City, county, or state design standards, whichever is applicable. If the City Manager accepts such an offer, whether the acceptance is before or after the effective date of this article, the credit shall be determined and provided in the following manner:

(a) Credit for the dedication of non-site-related right-of-way shall be valued at:

(1) 115 percent of the most recent assessed value by the property appraiser, or

(2) By such other appropriate method as the City Council may have accepted prior to the effective date of this article for right-of-way dedications and/or roadway capital improvements, or

(3) By fair market value established by private appraisers acceptable to the City.

Credit for the dedication of right-of-way shall be provided when the property has been conveyed at no charge to, and accepted by, the City in a manner satisfactory to the City Council.

(b) Applicants for credit for construction of non-site-related transportation improvements shall submit acceptable engineering drawings and specifications, and construction cost estimates to the City Manager. The City Manager shall determine credit for transportation improvement construction based upon either these cost estimates or upon alternative engineering criteria and construction cost estimates if the City Manager determines that such estimates submitted by the applicant are either unreliable or inaccurate. The City Manager shall provide the applicant with a letter or certificate setting forth the dollar amount of the credit, the reason for the credit, and the legal description or other adequate description of the project or development to which the credit may be applied. The applicant must sign and date a duplicate copy of such letter or certificate indicating his/her agreement to the terms of the letter or certificate and return such signed document to the City Manager before credit will be given. The failure of the applicant to sign, date, and return such document within 60 days shall nullify the credit.

(c) Except as provided in Section 19.04.11.B.1.(d), credit against mobility ~~impact~~ fees otherwise due will not be provided until:

(1) The construction is completed and accepted by the City, the county, or the state, whichever is applicable; or

(2) A suitable maintenance and warranty bond is received and approved by the City Manager when applicable.

(d) Credit may be provided before completion of specified transportation improvements if adequate assurances are given by the applicant that the standards set out in Section 19.04.11.B.1.(c) will be met and if the feepayer posts security as provided below for the costs of such construction. Security in the form of a performance bond, irrevocable letter of credit, or escrow agreement shall be posted with and approved by the City of Destin in an amount determined by the City Manager. If the transportation construction project will not be constructed within one year of the acceptance of the offer by the City Manager, the amount of the security shall be increased by ten percent compounded, for each year of the life of the security. The security shall be reviewed and approved by the City Council prior to acceptance of the security. If the transportation construction project is not to be completed within five years of the date of the feepayer's offer, the City Council must approve the transportation construction project and its scheduled completion date prior to the acceptance of the offer by the City Manager.

(e) Any claim for credit must be made no later than the time of application for a building permit ~~certificate of occupancy~~. Any claim not so made shall be deemed waived.

(f) Credits shall not be transferable from one project or development to another without the approval of the City Council and may be transferred to a development in a different mobility ~~impact~~ fee district upon a finding by the City Council that the dedication right-of-way or transportation construction for which the credit was given benefits such different mobility ~~impact~~ fee district.

(g) Determinations made by the City Manager pursuant to this section may be appealed to

the City Council by filing a written request with the City Manager within ten days of the City Manager's determination. Failure to file an appeal shall constitute a waiver of the feepayer's right to challenge the City Manager's determination regarding credits.

19.04.12. *Review and Update.*

~~A.The fee schedule contained in Section 19.04.05.A shall be reviewed by the City Council at least once every two years following its adoption.~~

(a) The mobility fee is based on the assumptions and analysis in the mobility fee study. Not later than five years from the date Ordinance 2025-08-LC is enacted and not later than every five years thereafter, the City shall conduct a full reevaluation and update of the assumptions and analysis in the mobility fee study and of all components of the mobility fee. However, in the event that full reevaluation and updates are not complete within the required five-year period, the last adopted mobility fee shall remain in effect until the reevaluation is complete. Nothing herein shall prevent the City from updating the mobility fee earlier than every five years if the City determines that significant changes in the mobility fee study have occurred, and that such changes are likely to have a significant impact on the amount of the mobility fee.

(b) The administration fees may be reviewed annually and revised by resolution of the City Council.

19.04.13. *Penalty provision.*

~~A. A violation of this article shall be prosecuted in the same manner as misdemeanors are prosecuted, and upon conviction, the violator shall be punishable according to law; however, in addition to or in lieu of any criminal prosecution, the City of Destin shall have the power to sue in civil court to enforce the provisions of this article.~~

(a) Any person, firm, corporation or partnership that violates any provision of this Article may be punished by a fine of not more than five hundred dollars ($500.00) or sixty (60) days in jail, or both. Enforcement of this Article may be through the issuance of a citation, in accordance with State Law.

(b) Violations include, but are not limited to failing, neglecting, or refusing to pay a mobility fee as required by this division and/or furnishing untrue, incomplete, false or misleading information on any document, or to any city employee, concerning the calculation, exemption, or payment of a mobility fee.

(c) The owner, tenant, or occupant of any land or part thereof for which a mobility fee is owed, who participates in, assists, directs, creates, or maintains any situation that is contrary to the requirements of this article, or who fails, neglects, or refuses to pay a mobility fee may be held responsible for the violation and be subject to the penalties and remedies provided for in this article.

(d) In addition to the enforcement of this article through issuance of a citation in accordance with State Law, the City may withhold issuance of the certificate of occupancy or certificate of

completion and/or bring suit to restrain, enjoin r otherwise prevent the violation of this article in any court of competent jurisdiction, to recover costs incurred by the City in whole or in part because of the violation of this article, and/or to compel payment of a mobility fee pursuant to this article. Issuance of and/or payment of a citation for violation of this article dos not preclude the City from filing such a suit. Payment of any penalties imposed does not release a person or entity from payment of the mobility fee due but shall be payable in addition to the mobility fee.

(e) Failure to pay a mobility fee required by this article is a violation that is continuous with respect to time, and each day the violation continues, or the mobility fee remains unpaid, is hereby declared to be a separate offense.

(f) The provisions of this section are supplemental to any other remedy or enforcement procedure provided for or recognized by ordinance, statutory law, common law, case law or the Florida Constitution and shall not be construed as an exclusive remedy or procedure available for enforcement of the codes and ordinances of the City. Nothing contained herein shall prohibit the City Council from enforcing its codes by any other means.

***

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

**SECTION 5. CONFLICTING PROVISIONS.** Any ordinance, resolution, or part thereof, in conflict with this ordinance, or any part hereof, is hereby repealed to the extent of such conflict.

**SECTION 6. SEVERABILITY.** If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 7. EFFECTIVE DATE.** Upon its adoption by the City Council and signature by the Mayor, the City Clerk shall publish a legal notice stating that the City Council has enacted this Ordinance and that it shall become effective 90 days after publication of such notice, pursuant to section 163.31801(4)(d), Florida Statutes.

**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: _____

# DESTIN MOBILITY PLAN

September 2024

# ACKNOWLEDGEMENTS

The City of Destin would like to thank both staff and residents who dedicated their time and energy into creating a mobility plan that reflects our vision of "a family-oriented beach and fishing community where people want to live, work, and play and where visitors are welcomed to respectfully enjoy our community and its resources."

**DESTIN STAFF:**

Louis Zunguze, MURP, AICP, City Manager

Tina Deater, AICP, Community Development Director

Steve O'Connor, Principal Planner

Daniel Butler, Senior Planner

**Engineering Division**

Joe Bodi, Engineering Assistant

Dinah Kertz, Engineering Assistant

**DESTIN CITY COUNCIL:**

Mayor Bobby Wagner

Councilman John Stephens

Councilman Torey Geile

Councilman Dewey Destin

Councilman Jim Bagby

Councilwoman Terésa Hebert

Councilman Johnny King

Councilman Kevin Schmidt

**Consulting provided by:**

3TP VENTURES

Think ► Plan ► Do

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# EXECUTIVE SUMMARY

The Mobility Plan is the City's transportation strategy that implements the Comprehensive Plan. Its purpose is to help ensure proper maintenance of transportation network capacity through 2050, identify and address safety issues, increase options for walking and biking, and establish an up-to-date mobility fee that supports implementation of the projects listed in this plan. The mobility fee will provide support for current development decisions, and help mitigate the impact of new development.

The Plan is presented in two parts. The first section lays out the projects and why they were selected for inclusion in the plan as well as providing prioritization scores and an implementation approach. The second section describes the existing and forecasted conditions that justify the need for these projects. It includes a population and employment forecast for 2050 and a summary of existing transportation conditions.

There are 67 mobility projects which include the Cross Town Connector, New Streets, Sidewalks, Bike Lanes, Multi-Use Paths, Intersection Enhancements, and Community Parking. The following map displays the projects that are recommended by this Plan.

Chapter 1

# Overview

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The intent of the Destin Mobility Plan is to ensure our transportation system meets the City's needs well into the future. The transportation projects described in this plan will provide additional capacity, enhance safety, and help make walking and bicycling safer and more convenient travel options for residents, workers, and visitors alike.

The mobility plan is the transportation strategy for implementing the City's Comprehensive Plan. Destin's goal for transportation, as described in the Comprehensive Plan, is to "maintain and continue to improve upon an efficient, high quality, multimodal transportation system that balances community circulation needs with regional travel demand."

The City intends to achieve its transportation goal and implement this plan through a mobility fee. The fee will provide funds for constructing the transportation improvements listed in this plan, which are needed to accommodate impacts created by development. As the Mobility Plan is implemented through the fee revenue it will promote more efficient, safe, and convenient mobility.

## 1.1 Transportation Projects

More than 60 transportation improvement projects are included in this plan. These projects will either provide a new transportation facility or improve the performance an existing facility. New facilities are intended to close gaps in the transportation network. For example, connecting the two existing ends of Mattie M. Kelly Boulevard will allow for another direct connection between Airport Road and U.S. 98. This type of project makes the system more resilient by providing alternative routes in the case of an emergency or disruption to another transportation facility, alleviating congestion on other transportation facilities, and supporting walking and bicycling as viable modes of transportation by providing more direct travel routes. Other projects included in this plan will help make the transportation system function better by improving a congested intersection or making parts of the network safer for all users. Together, these projects will help keep Destin moving well into the future.

## 1.2 Implementation Overview

Destin intends to implement the Mobility Plan through a new mobility fee. This would be a one-time charge levied by the City on new development to help pay for growth-related transportation infrastructure costs. The mobility fee would replace the transportation impact fee, last updated in 2009. The mobility fee will list the fee by land use and by district.

Chapter 2

# Why This Plan?


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# DESTIN IN 2023

## Population and Employment

Destin needs to improve its transportation system because it's a growing city. The current system is struggling to meet the demands placed on it. Between 2010 and 2020, Destin's population grew by more than 13%. The City also is an increasingly popular tourism destination. Destin needs to improve capacity, safety, parking options, and opportunities to bike and walk, even if it never adds another resident, tourist, or job. The City's growth makes the transportation needs even more pressing.

## Mobility

Most roadways in Destin are hovering just above what City policy considers to be an acceptable level of service.  A few segments of U.S. 98 are failing against the City's standard, but this is a state-maintained roadway and improvements must be made in close coordination with the Florida Department of Transportation (FDOT). All streets maintained by the City are above the level of service threshold, however, that may not last.

Most segments of U.S. 98 have seen traffic increase by more than 15% between 2017 and 2021. Many of the city-maintained collector roadways have seen traffic increase much faster. Traffic volumes on portions of Benning Drive, Kelly Street, Calhoun Avenue, Regatta Bay Boulevard, Matthew Boulevard, Scenic Highway 98, and Sibert Avenue have increased by more than 25%. While none of these facilities are failing the City's level of service standard, unabated growth in vehicular traffic volumes would eventually cause unacceptable levels of traffic congestion.

## Safety

Crashes are a significant issue across Florida. The most severe crashes in Destin – resulting in a serious injury or fatality – are concentrated on U.S. 98, particularly on the western and eastern thirds. The stretch of U.S. 98 between Sibert Avenue and Palmetto Street has an especially pronounced concentration of crashes. The roadways that comprise the Cross Town Connector also stand out for crashes. This is likely a result of these roadways accommodating the most traffic, but more detailed safety analysis will be needed to understand why crashes are occurring at particular intersections or segments of roadway, and to target improvements accordingly. As a result, some of the intersection improvements listed in this plan call for a focused study before moving into design and construction of improvements.



# DESTIN IN 2050

## Population and Employment Forecast

Destin is expected to add more than 2,100 year-round residents and nearly 1,900 seasonal residents between 2020 and 2050. The Town Center Commons and Village planning areas are expected to receive about half of the population growth. Population growth is forecasted for six of its eight planning areas with only Airport and Henderson Beach not expected to add any population.

Employment is also expected to grow, with the City forecast to add more than 1,200 jobs between 2020 and 2050. Employment growth is expected in all eight planning areas, though very minimally in the Airport and Henderson Beach areas. The Harbor and Town Center Commons areas are expected to be the focus of employment growth through 2050.

# DESTIN IN 2050

## Transportation Impact

Destin's forecasted growth will drive future transportation demand, performance, and investment needs. The full-time and seasonal population growth is expected to generate demand for more than 1,000 new housing units by 2050. Each of these housing units can be expected to add several trips per day to the already strained transportation system. The additional travel generated by population and employment growth in 2050 would likely cause unacceptable conditions on many roadways in the absence of transportation improvements.

The projects in this plan are intended to accommodate this increased demand while maintaining a reasonable level of service. Among the options for improving the transportation network's performance are better connectivity, which will provide more options for travelers to avoid U.S. 98, intersection improvements to reduce delay and improve safety, and shifting people to other modes of travel, such as walking, biking, and transit.



Chapter 3

# The Plan

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## 3.1 Big Picture

Destin's geography, with water on three sides, and lack of large tracts of undeveloped land mean that transportation improvements must focus primarily on enhancing the existing system. Building another large arterial roadway, such as U.S. 98, is not feasible. As a result, U.S. 98 will need to handle large traffic volumes and will likely have some degree of congestion well into the future.

But there are solutions. This plan provides a roadmap for meeting people's mobility needs by building a more connected street network that supports travel by a variety of modes, including walking and bicycling. Providing people with more route options and more mode choices is the best solution for a city with Destin's unique features that limit the options for substantially expanding roadway capacity.

The projects listed in this section focus primarily on two big picture objectives – providing greater network connectivity and enhancing safety. The network connectivity projects can be sorted into three buckets, which are the Cross Town Connector, new streets, and pedestrian/bike improvements. The Cross Town Connector will provide an alternative to the congested U.S. 98 for east-west travel. The project will connect a series of roads running parallel to U.S. 98 with a more consistent streetscape and design, and close remaining gaps that prevent these streets from providing an alternative route option. The new streets and pedestrian/bike projects will help close network gaps, which will provide travelers with a wider set of route options and make it easier to walk and bike, giving people more choices other than driving, particularly for short trips.

The intersection enhancement projects are primarily focused on safety and congestion reduction. These projects are focused on improving intersections with known deficiencies. The recommended improvements are clear for some of these intersections. While others will require a more detailed study to select the best option for improving the intersection.

The final category of projects is community parking. These projects will help to provide convenient parking near popular destinations, such as the Harbor Boardwalk. This strategy can help alleviate traffic congestion by reducing the amount of driving people do

while searching for a parking space. Community parking lots or decks can also support redevelopment of land that is used to provide surface parking for local businesses. This is because a parking deck can provide more parking on less land, opening up valuable real estate for additional businesses, housing, parks, or other desired land uses.

Together, the set of projects help secure a better future for people that use Destin's transportation network. They will help reduce crashes, give people more travel options, and support the City's goals for land use and development. The following sections describe the projects in detail.

# 3.2 Project Descriptions

The Mobility Plan includes nearly 70 individual projects. The projects are displayed in the following map. The number of projects broken out by category is:

- **Cross Town Connector**: Seven projects are needed to complete this facility.
- **New Streets**: Seven of the projects would close a gap in the network with a new street.
- **Bicycle/Pedestrian**: Thirty-two of the projects would add a sidewalk, bicycle facility, or multi-use path to support more accessible and comfortable facilities.
- **Community Parking**: Three of the projects would add community parking solutions where there is a shortage of parking.
- **Intersection Enhancement**: Eighteen of the projects would enhance safety and performance at key intersections.

The projects span a wide range of complexity and cost. They include small segments of new sidewalk up to a new parking deck and a continuous parallel roadway providing relief from U.S. 98 (the Cross Town Connector).

Combined, the projects would cost approximately $152 million dollars and their implementation will likely take a couple of decades or longer to complete. The pace at which these projects can be constructed will depend in part on the rate of development in Destin, since the mobility fee will provide funds needed to advance the projects. The prioritization method and results are described later in this section, after the project descriptions.

## MOBILITY PLAN | Mobility Projects

- Cross Town Connector
- New Streets
- Sidewalk
- Bike Lane
- Multi-Use Path
- # Intersection Enhancement
- # Community Parking

0 0.5 1 Mile N

## Destin's Network Connectivity Projects: Cross Town Connector

*Destin Cross Town Connector Projects List*

| Name | ID | Location | Improvement | Phase |
|---|---|---|---|---|
| **Stahlman Avenue** | CC-1 | Harbor Boulevard to Mountain Drive | Add lighting; reconstruct east side with buffer, trees, wider sidewalk, and pedestrian amenities | 2 |
| **Stahlman Avenue** | CC-2 | Mountain Drive to Azalea Drive | Reconstruct with parking (west side), buffer and trees (east side), lighting, pedestrian amenities, and multi-use pathways | 2 |
| **Azalea Drive** | CC-3 | Stahlman Avenue to Benning Drive | Add trees, lighting, pedestrian amenities, and multi-use pathways to fill gaps; Add planted median where feasible | 3 |
| **Azalea Drive Extension** | CC-4 | Azalea Drive to Legion Drive | Add trees, lighting, and pedestrian amenities | 1 |
| **Legion Drive** | CC-5 | Beach Drive to Main Street | Add trees, lighting, and pedestrian amenities | 2 |
| **Airport Road** | CC-6 | Main Street to Commons Drive | Add trees, lighting, and pedestrian amenities | 3 |
| **Commons Drive** | CC-7 | Airport Road to Indian Bayou Trail | Add trees and pedestrian amenities | 2 |

## Destin's Network Connectivity Projects: New Streets

*Destin New Street Projects List*

| Name | ID | Location | Improvement | Benefit Score | Phase |
|---|---|---|---|---|---|
| **Pine Street** | NC-1 | Sibert Avenue to Blue Marlin Court | New local street (residential) | 3 | 2 |
| **Sailfish Drive** | NC-2 | Azalea Drive to Sailfish Circle | New local street (residential) | 3 | 3 |
| **Indian Bayou North Extension** | NC-3 | Current end of Indian Bayou North to Indian Trail | New local street (residential) | 5 | 2 |
| **98 Palms Boulevard** | NC-4 | From existing end of 98 Palms Boulevard to Mattie M. Kelly Boulevard | New minor collector | 5 | 1 |
| **Mattie M. Kelly Boulevard** | NC-5 | From existing ends of northern and southern roadways | New minor collector | 1 | 1 |
| **Sunchase Boulevard** | NC-6 | Indian Bayou Trail to Indian Trail | New minor collector | 5 | 3 |
| **John Avenue** | NC-7 | Dolphin Street to Sunfish Street | New local street (residential) | 1 | 2 |



## Destin's Network Connectivity Projects: Bike/Pedestrian

*Destin Sidewalk Projects List*

| Name | ID | Location | Improvement | Benefit Score | Phase |
|---|---|---|---|---|---|
| **Sibert Avenue Sidewalk** | SW-1 | Calhoun Avenue to Zerbe Street | East side sidewalk | 3 | 2 |
| | SW-2 | Forest Street to Kelly Street | East side sidewalk | 3 | 2 |
| | SW-3 | Cross Street to Benning Avenue | East side sidewalk | 3 | 3 |
| **Zerbe Street Sidewalk** | SW-4 | Sibert Avenue to Stahlman Avenue | South side sidewalks | 1 | 2 |
| **Pine Street Sidewalk** | SW-5 | Blue Marlin Court to Stahlman Avenue | North side sidewalk | 1 | 2 |
| **Stahlman Avenue Sidewalk** | SW-6 | Pine Street to Primrose Lane | Sidewalk | 1 | 3 |
| | SW-7 | Kelly Street to Hickory Street | West side sidewalk | 3 | 3 |
| **Hickory Street Sidewalk** | SW-8 | Stahlman Avenue to Sibert Avenue | South side sidewalk | 1 | 2 |
| **Indian Trail Sidewalk** | SW-9 | Bayou Drive to Main Street | South side sidewalk | 1 | 1 |
| **Mattie M. Kelly Boulevard (northern) Sidewalk** | SW-10 | Existing sidewalk to Airport Road | West side sidewalk | 1 | 2 |
| **Mountain Drive Sidewalk** | SW-11 | Stahlman Avenue to roundabout | North side sidewalk | 3 | 2 |
| **Main Street Sidewalk** | SW-12 | Legion Drive to Kell Aire Drive | East side sidewalk | 1 | 2 |
| **Restaurant Row Sidewalk** | SW-13 | Public parking lot to U.S. 98 | East side sidewalk | 3 | 2 |
| **Town Hall Pedestrian Access** | SW-14 | Indian Bayou Tr to Destin City Hall | Sidewalk | 1 | 2 |

*Destin Bike Projects List*

| Name | ID | Location | Improvement | Benefit Score | Phase |
|---|---|---|---|---|---|
| **Sibert Avenue Bicycle Lanes** | BL-1 | Calhoun Avenue to Kelly Street | Bicycle Lanes | 5 | 2 |
| **Forest Street Bicycle Lanes** | BL-2 | Calhoun Avenue to Stahlman Avenue | Bicycle lanes | 5 | 3 |
| **Stahlman Avenue Bicycle Lanes** | BL-3 | Azalea Drive to Kelly Street | Bicycle lanes | 1 | 3 |
| **Beach Drive Bicycle Lanes** | BL-4 | Harbor Boulevard to Kelly Street | Bicycle lanes | 5 | 2 |

| | | | | | |
|---|---|---|---|---|---|
| **Gulf Shore Drive Bicycle Lanes** | BL-5 | Sandpiper Cove to Harbor Boulevard | Bicycle lanes | 3 | 2 |
| **Mattie M. Kelly Boulevard (northern) Bicycle Lanes** | BL-6 | Existing end roadway to Airport Road | Bicycle lanes | 3 | 3 |
| **Scenic 98 (west)/ Restaurant Row Bicycle Lanes** | BL-7 | Emerald Coast Parkway to Emerald Coast Parkway | Bicycle lanes | 3 | 2 |
| **Indian Bayou Trail Bicycle Lanes** | BL-8 | Emerald Coast Parkway to Country Club Drive | Bicycle Lanes | 1 | 2 |
| **Crystal Beach Drive Bicycle Lanes** | BL-9 | Scenic 98 to Emerald Coast Parkway | Bicycle Lanes | 3 | 3 |
| **Scenic 98 (east) Bicycle Lanes** | BL-10 | Matthew Boulevard to Walton County Line | Bicycle Lanes | 3 | 3 |

***Destin Multi-use Path Projects List***

| Name | ID | Location | Improvement | Benefit Score | Phase |
|---|---|---|---|---|---|
| **Powerline easement (west) Multi-use Path** | MU-1 | Main Street to Airport Road | Multi-use path | 3 | 1 |
| **Gulf Shore Drive Multi-use Path** | MU-2 | Sandpiper Cove to Harbor Boulevard | West side multi-use path | 3 | 2 |
| | MU-3 | Norriego Point to Durango Road | West/south side multi-use path | 5 | 2 |
| **Crystal Beach Drive Multi-use Path** | MU-4 | Scenic 98 to Emerald Coast Parkway | East side multi-use path | 5 | 3 |
| **Dolphin Street/Regatta Bay Boulevard Bicycle Lanes and Multi-use Path** | MU-5 | Scenic 98 to Emerald Coast Parkway | East side multi-use path | 5 | 2 |
| **Powerline easement (east) Multi-use Path** | MU-6 | Emerald Coast Parkway to Dolphin Street | Multi-use path | 5 | 2 |
| **West of Twin Lakes** | MU-7 | 98 Palms Boulevard to Airport Road | Multi-use path | 1 | 2 |
| **Indian Trail to Destin High School** | MU-8 | Indian Trail to Destin High School following the Indian Bayou | Multi-use path | 3 | 2 |



## Destin's Community Parking Projects

***Destin Community Parking Projects List***

| Name | ID | Location | Improvement | Benefit Score | Phase |
|---|---|---|---|---|---|
| **Zerbe Street Public Parking Lot** | CP-1 | Zerbe Street at Sibert Avenue behind the Destin Community Center | Parking Deck | 5 | 1 |
| **Marler Street Public Parking Lot** | CP-2 | Marler Street at Mountain Drive and Harbor Boulevard | Parking Deck | 5 | 2 |
| **Crystal Beach Parking Lot (FPL easement)** | CP-3 | In the utility easement between Cobia Street and Dolphin Street | Parking Lot | 1 | 3 |

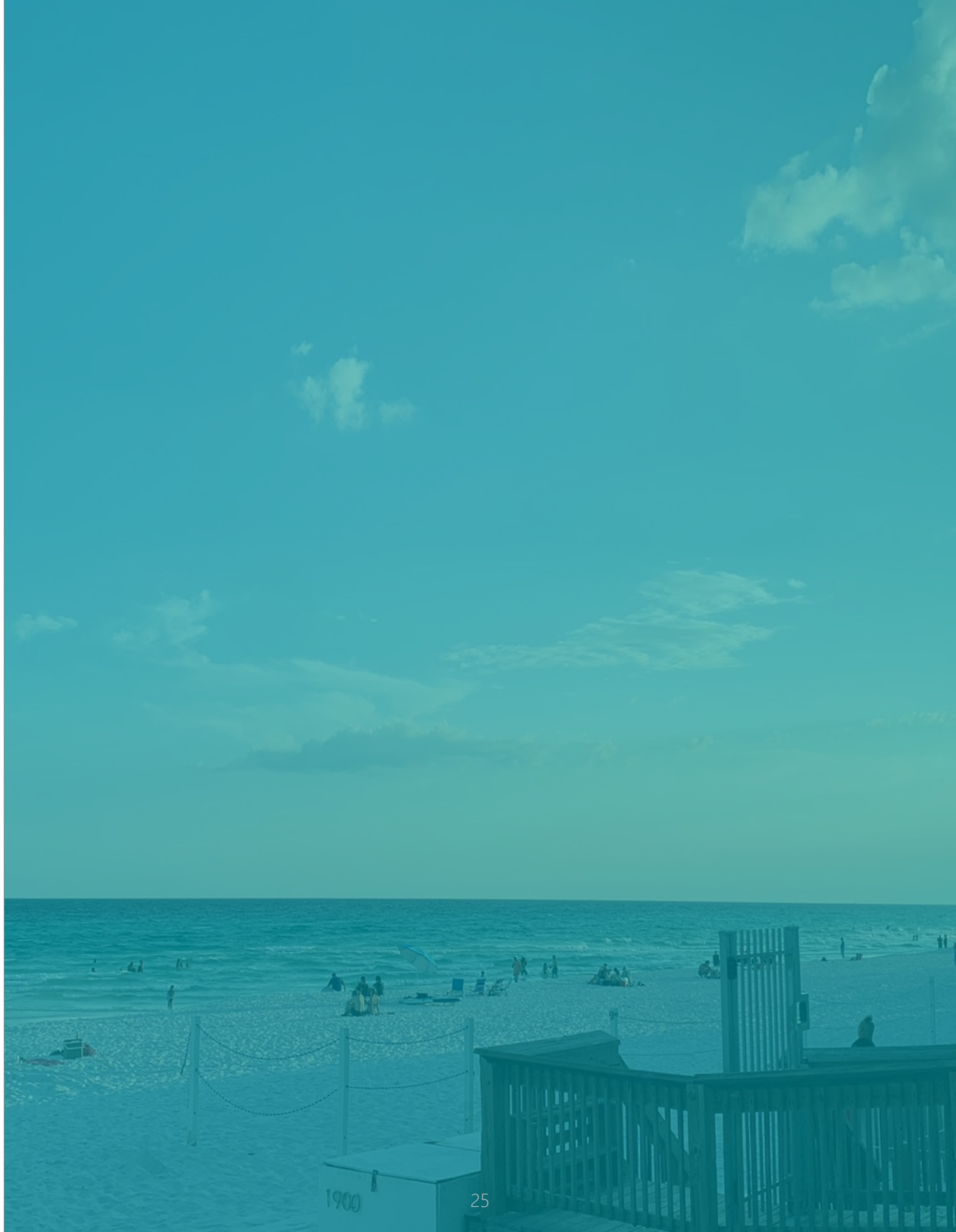
## Destin's Intersection Enhancement Projects

***Destin Intersection Enhancement Projects List***

| Name | ID | Location | Improvement | Benefit Score | Phase |
|---|---|---|---|---|---|
| **Stahlman Avenue at Zerbe St & Harbor Blvd** | IS-1 | Intersection with Zerbe Street and Harbor Boulevard | More visible crosswalks, reduce curb cuts, pedestrian refuge, extend central medians | 5 | 1 |
| **Stahlman Avenue at Azalea Drive** | IS-2 | Intersection with Azalea Drive | Crosswalks, continuous sidewalk, close Palmetto at intersection, move Azalea stop line | 3 | 2 |
| **Legion Drive/ Airport Road at Main Street** | IS-3 | Intersection with Main Street | Extend curb/sidewalk, remove double left turn, shift lanes, rehab crosswalk, reduce turning radius, streetscaping | 5 | 2 |
| **Airport Road at Commons Drive** | IS-4 | Intersection with Commons Drive | Improve crosswalks, add crosswalk across south leg, add pedestrian refuge, add bike lane/path, reduce turning radii, add N/S pedestrian signal head | 5 | 2 |
| **Commons Drive at Indian Bayou Trail** | IS-5 | Intersection with Indian Bayou Trail | Extend bike lanes, rehab crosswalks | 3 | 2 |
| **Benning Drive at Sibert Ave, 1st Street, and 4th Street** | IS-6 | Intersection with Sibert Avenue, 1st Street, and 4th Street | Add roundabout with bicycle and pedestrian accommodations or alternative intersection improvements | 1 | 2 |

| | | | | | |
|---|---|---|---|---|---|
| **Stahlman Avenue at Kelly Street** | IS-7 | Intersection with Kelly Street | Enhance pedestrian island, explore roundabout option | 1 | 3 |
| **Calhoun Avenue at Sibert Ave** | IS-8 | Intersection with Sibert Avenue | Enhance multimodal access between public parking and planned boardwalk under the bridge | 1 | 1 |
| **Calhoun Avenue at Kelly St** | IS-9 | Intersection with Kelly Street | Add crosswalk, repaint bike lanes, three-way stop at intersection | 1 | 3 |
| **Main Street at 98 Palms Blvd** | IS-10 | Intersection with 98 Palms Boulevard | Improve crosswalks and build a median on 98 Palms | 3 | 3 |
| **Main Street at Kelly Street** | IS-11 | Intersection with Kelly Street | Enhance multimodal access, reduce turn lanes, reduce curb cuts, extend bike lane | 3 | 2 |
| **Scenic 98 East at Matthew Blvd** | IS-12 | Intersection with Matthew Boulevard | Repaint and add crosswalks, add signage, and streetscaping | 1 | 3 |
| **Scenic 98 East at Shirah St** | IS-13 | Intersection with Shirah Street | Repaint and add crosswalks, add signage, and streetscaping | 1 | 3 |
| **Scenic 98 East at Pompano St** | IS-14 | Intersection with Pompano Street | Mid-block crossing links to beach access | 1 | 3 |
| **Gulf Shore Drive at Moreno Point Rd** | IS-15 | Intersection with Moreno Point Rd | Straighten crosswalk, remove unnecessary sidewalk, ADA compliance | 3 | 3 |
| **Gulf Shore Drive at Norriego Rd** | IS-16 | Intersection with Norriego Rd | Remove both crosswalks to create ADA compliant crosswalk from Norriego Rd to Gulf Shore Dr | 1 | 3 |
| **Mattie M. Kelly Blvd at Airport Rd** | IS-17 | Intersection with Airport Rd | Signalization | 3 | 3 |
| **Mattie M. Kelly Blvd at U.S. 98** | IS-18 | Intersection with U.S. 98 | Signalization | 5 | 3 |



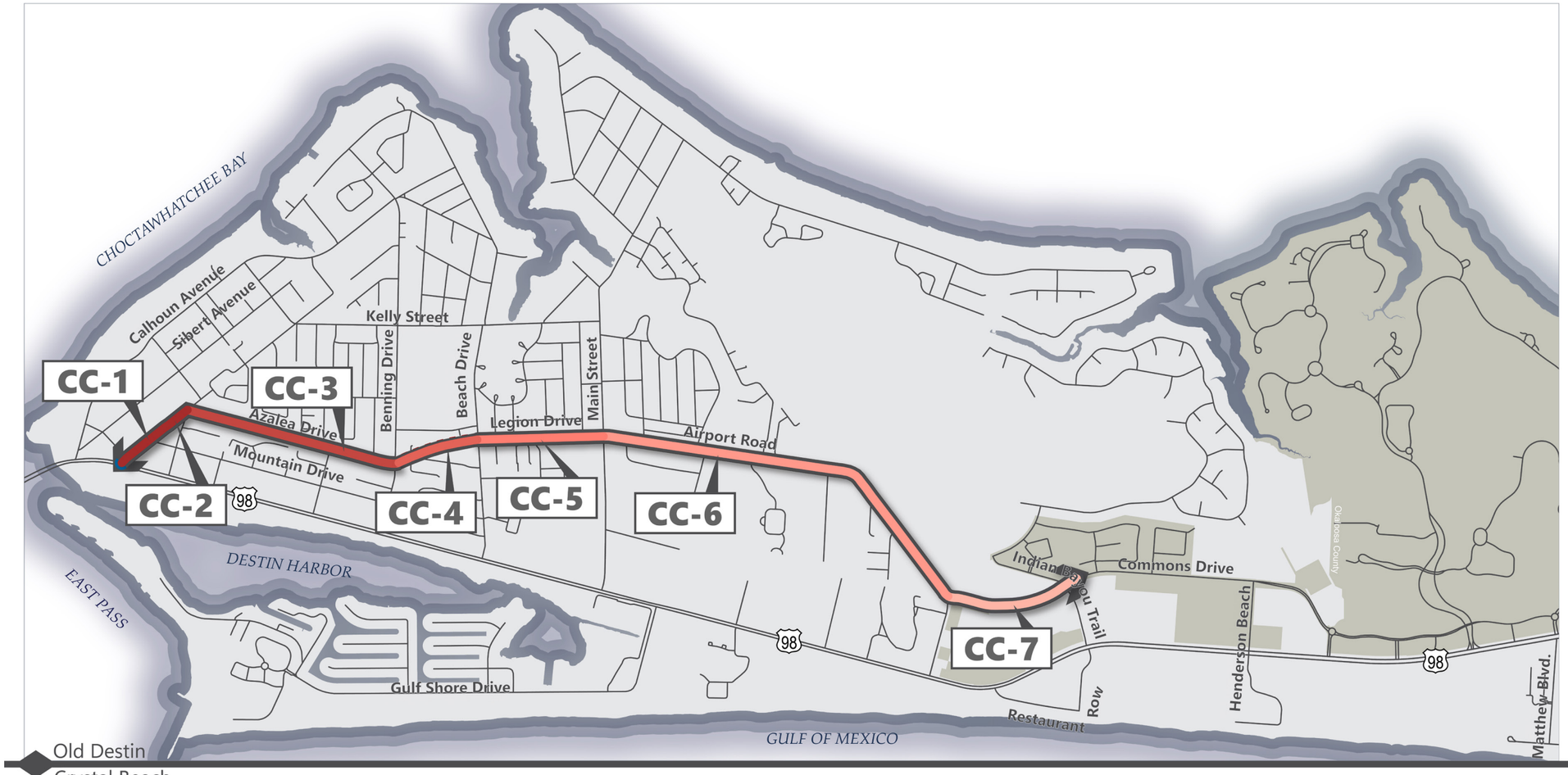


# CROSS TOWN CONNECTOR

The Cross Town Connector is a vital component of the City's future transportation network. Both the City of Destin and the Okaloosa-Walton Transportation Planning Organization have identified a need to address congestion on U.S. 98. The Cross Town Connector project is intended to address that need by providing a parallel roadway that provides for east-west connectivity. Design and engineering work has started for the Cross Town Connector.

The project is proposed for implementation in seven phases, which are from west to east - Stahlman Avenue between Harbor Boulevard and Mountain Drive; Stahlman Avenue between Mountain Drive and Azalea Drive; Azalea Drive between Stahlman Avenue and Benning Drive; Azalea Drive Extension between Benning Drive and Beach Drive; Legion Drive between Beach Drive and Main Street; Airport Road between Main Street and Commons Drive; and Commons Drive between Airport Road and Indian Bayou Trail.

The Cross Town Connector would cost approximately 27.4 million dollars and upon completion will provide a seamless connection from the west end to east end of Destin. The projects will also improve the street so it has more consistent features, such as sidewalks and bicycle facilities.



## CC-1 Stahlman Avenue

### Details

Project:
CC-1

Name:
Stahlman Avenue

Location:
Harbor Boulevard to Mountain Drive

Initiative:
Cross Town Connector

Source:
Comp Plan Policy 2-1.1.3; LDC Table 8-1

### Cost

**$276,915**

### Priority

Phase:

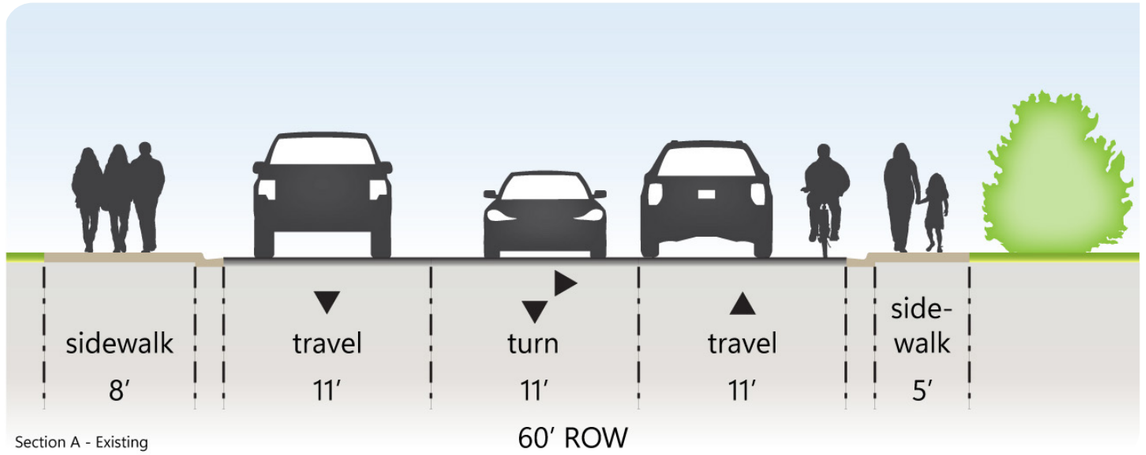
**2**



### Improvements

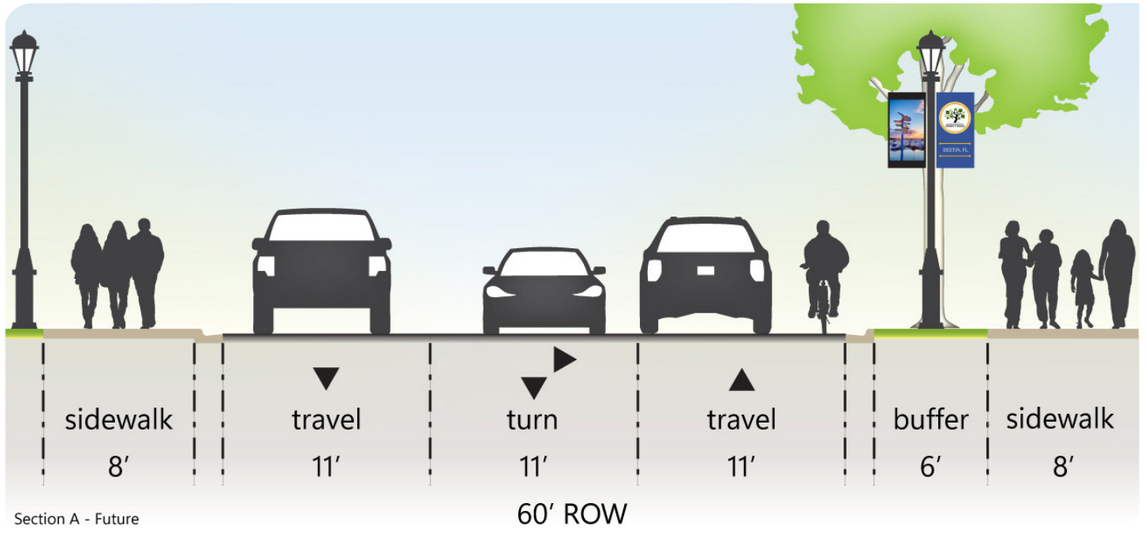
- Reconstruct east side with buffer, street trees, and wider sidewalk
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

## Existing:




Section A - Existing

## Future:




Section A - Future

## CC-2 Stahlman Avenue

### Details

Project:
CC-2
Name:
Stahlman Avenue
Location:
Mountain Drive to Azalea Drive
Initiative:
Cross Town Connector
Source:
Comp Plan Policy 2-1.1.3; LDC Table 8-1

### Cost

**$2,327,859**

### Priority

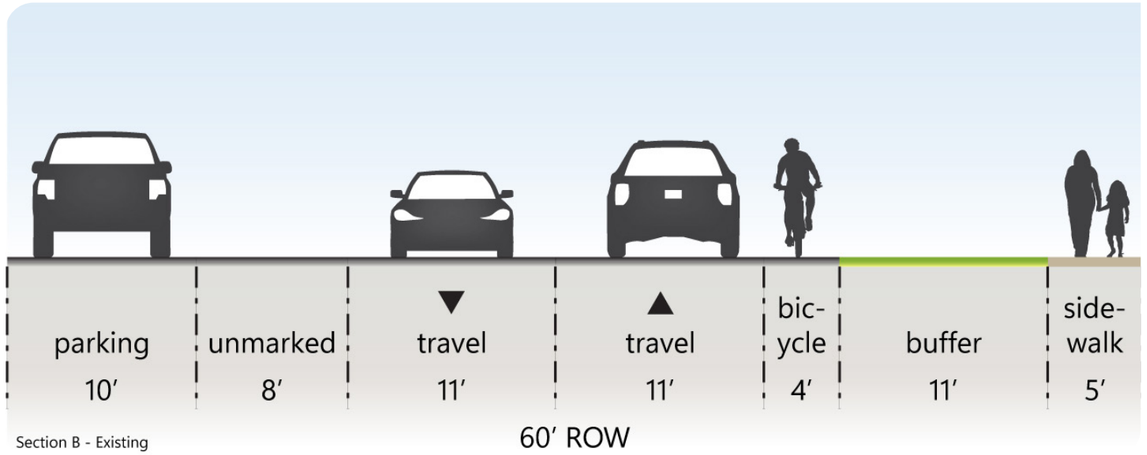
Phase:
**2**



### Improvements

- Reconstruct with parking (west side), buffer and street trees (east side), lighting, pedestrian amenities, and multi-use path
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

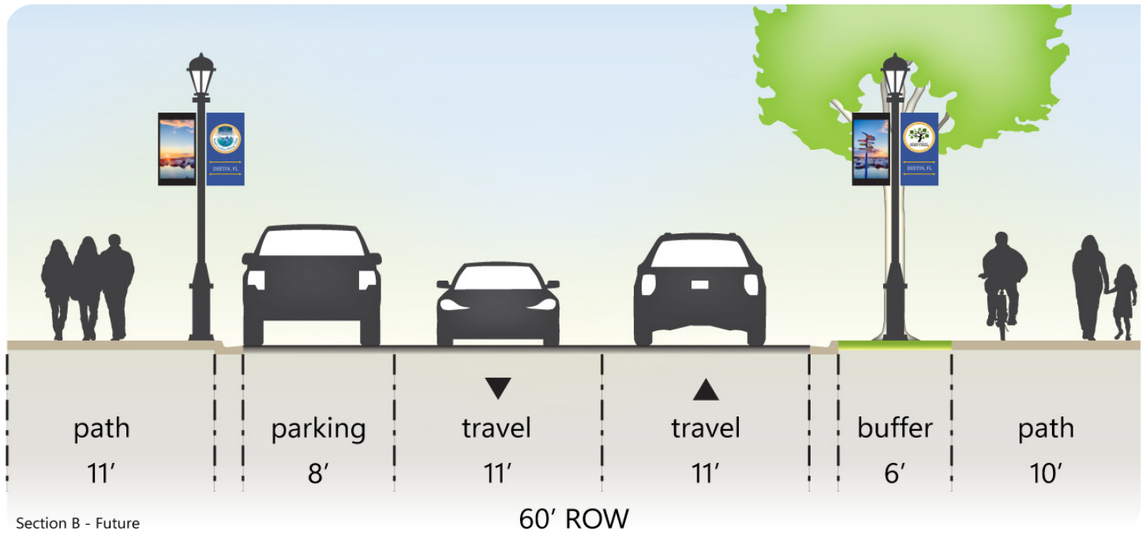
## Existing:




Section B - Existing

60′ ROW

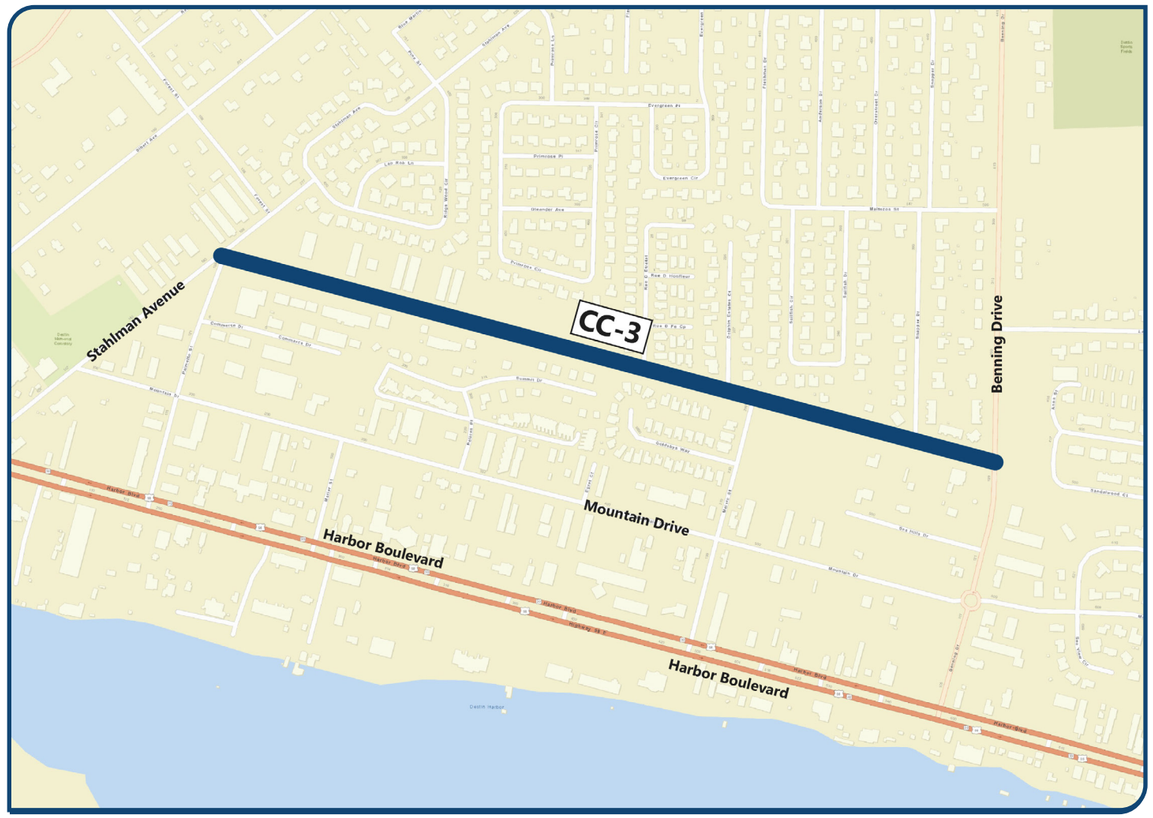
## Future:




Section B - Future

60′ ROW

## CC-3 Azalea Drive




### Details

Project:
**CC-3**

Name:
**Azalea Drive**

Location:
**Stahlman Avenue to Benning Drive**

Initiative:
**Cross Town Connector**

Source:
Comp Plan Policy 2-1.1.3; LDC Table 8-1; Pathways Plan, SW-15; LDC Table 8-7A Level One Priority; Pathways Plan, BL-12

### Cost

**$8,725,686**

### Priority

Phase:

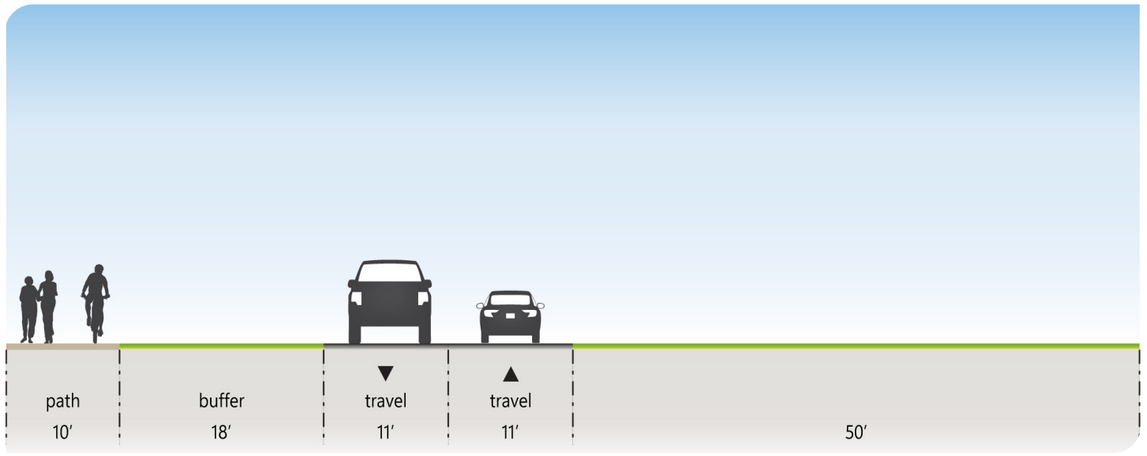
**3**



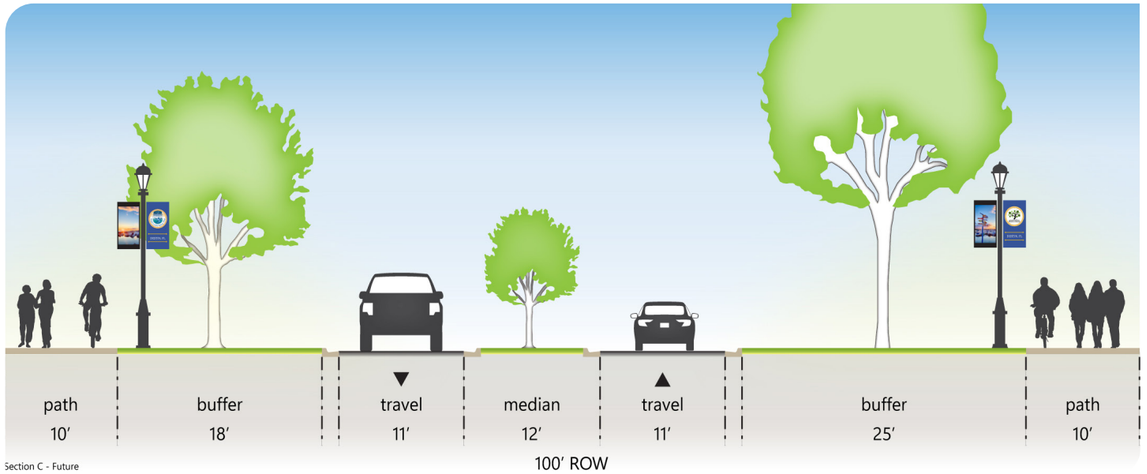
### Improvements

- Add street trees, lighting, pedestrian amenities, and multi-use pathway to fill gaps
- Add planted median where feasible
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, etc.) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

## Existing:




## Future:




Section C - Future

## CC-4 Azalea Drive Extension

### Details

Project:
**CC-4**

Name:
**Azalea Drive Extension**

Location:
**Benning Drive to Beach Drive**

Initiative:
**Cross Town Connector**

Source:
Comp Plan Policy 2-1.1.3; LDC Table 8-1; Pathways Plan, SW-15; LDC Table 8-7A Level One Priority; Pathways Plan, BL-12

### Cost

**$9,632,529**

### Priority

Phase:

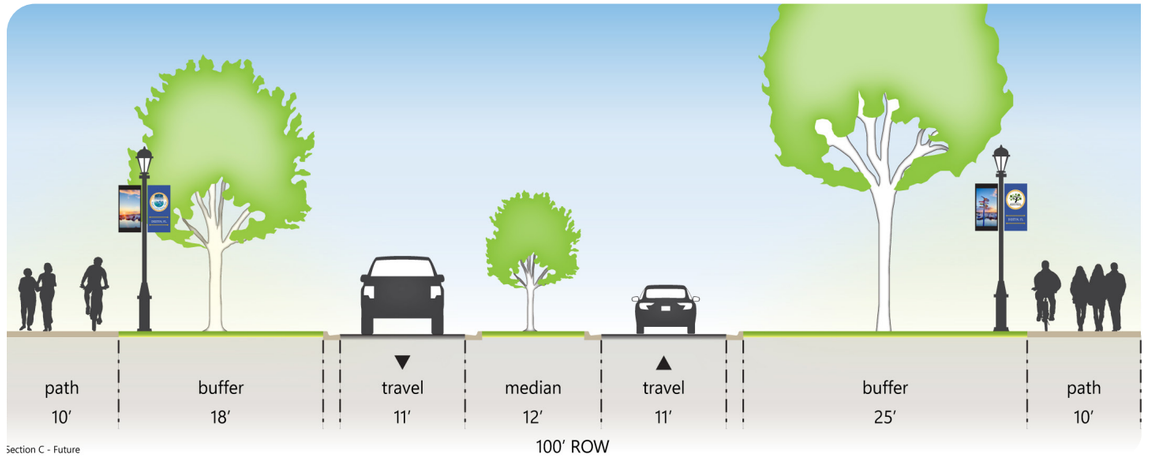
**1**



### Improvements

- Construct with street trees, lighting, pedestrian amenities, and multi-use pathway to fill gaps
- Add planted median where feasible
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, etc.) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

## Future:




Section C - Future

## CC-5 Legion Drive

## Details

Project:
CC-5

Name:
Legion Drive

Location:
Beach Drive to Main Street

Initiative:
Cross Town Connector

Source:
Comp Plan Policy 2-1.1.3; LDC Table 8-1

## Cost

**$1,116,415**

## Priority

Phase:

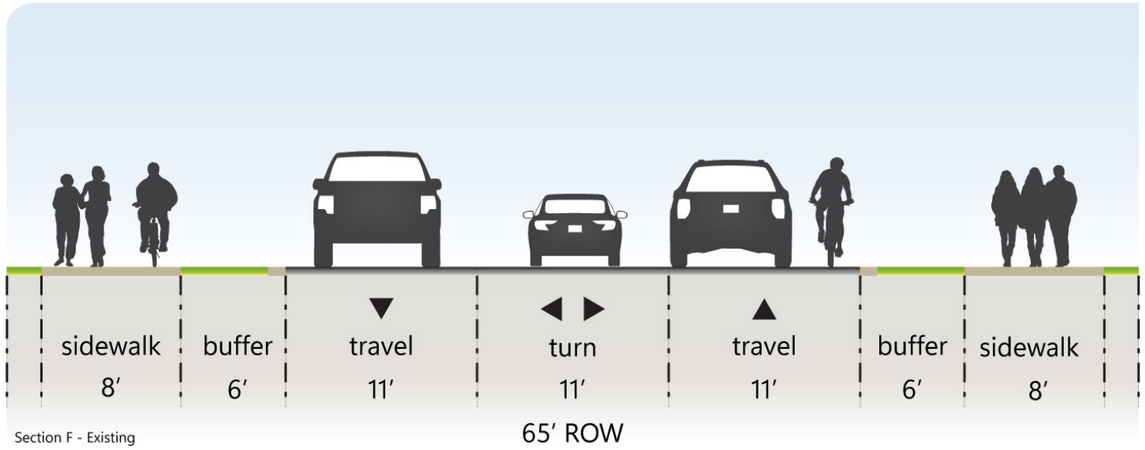
**2**



## Improvements

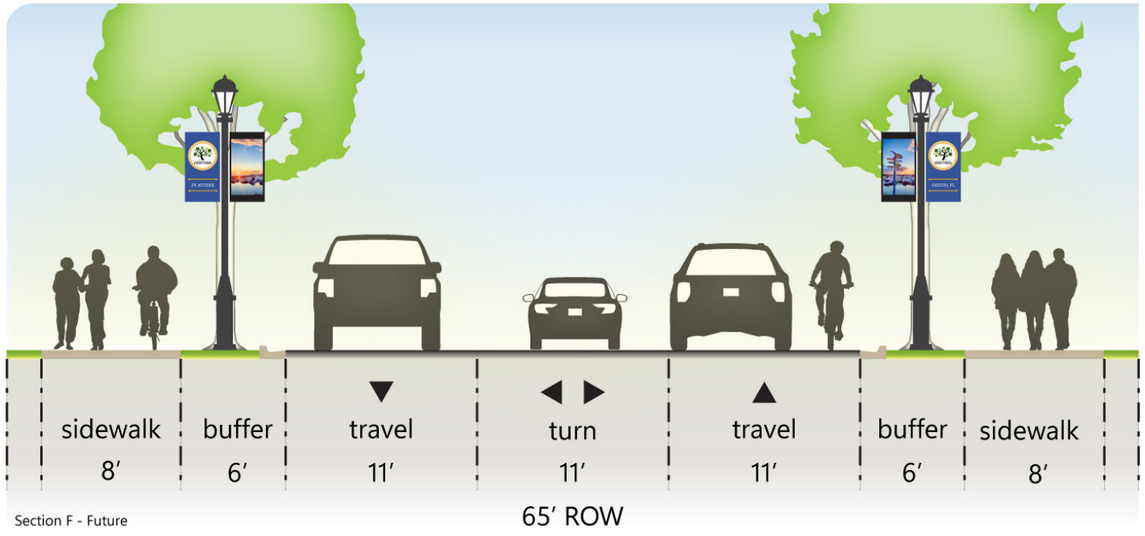
- Add street trees
- Add street lighting with wayfinding banners
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

### Existing:



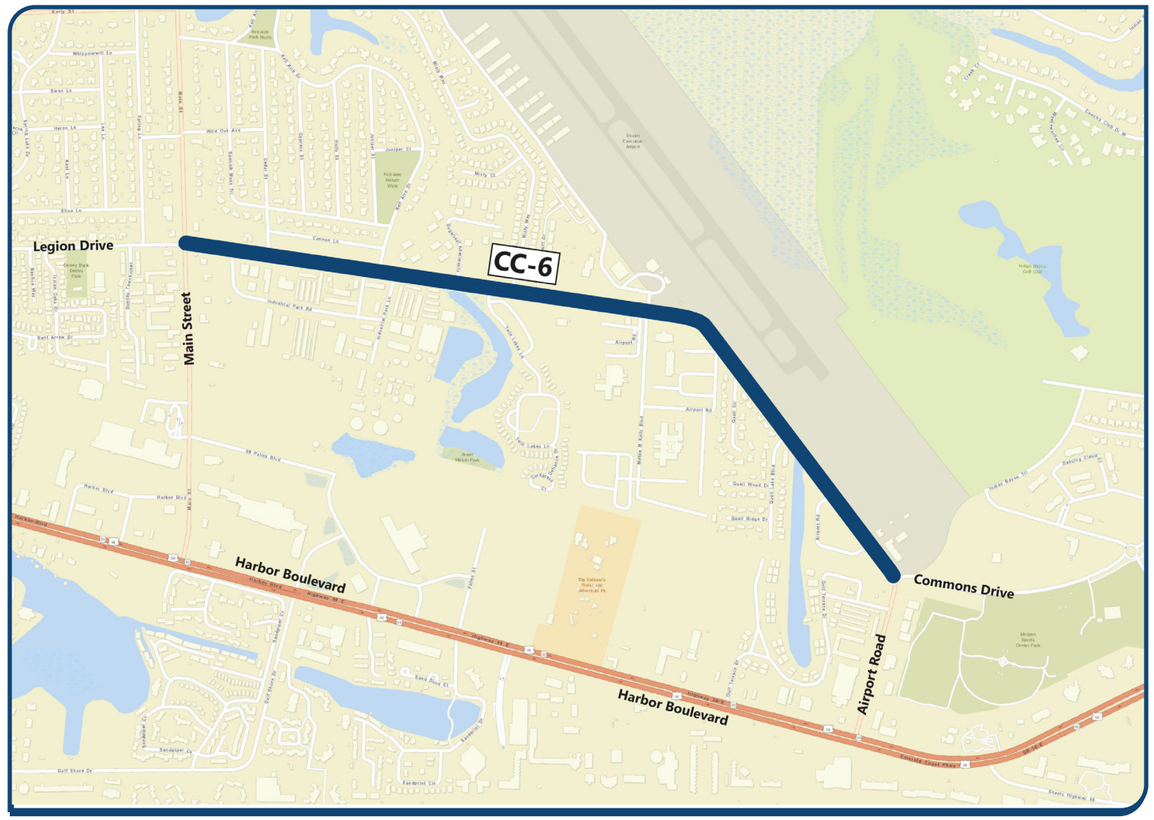

Section F - Existing

### Future:




Section F - Future

## CC-6 Airport Road




### Details

Project:
CC-6
Name:
Airport Road
Location:
Main Street to Commons Drive
Initiative:
Cross Town Connector
Source:
Comp Plan Policy 2-1.1.3; LDC Table 8-1

### Cost

$4,143,607

### Priority

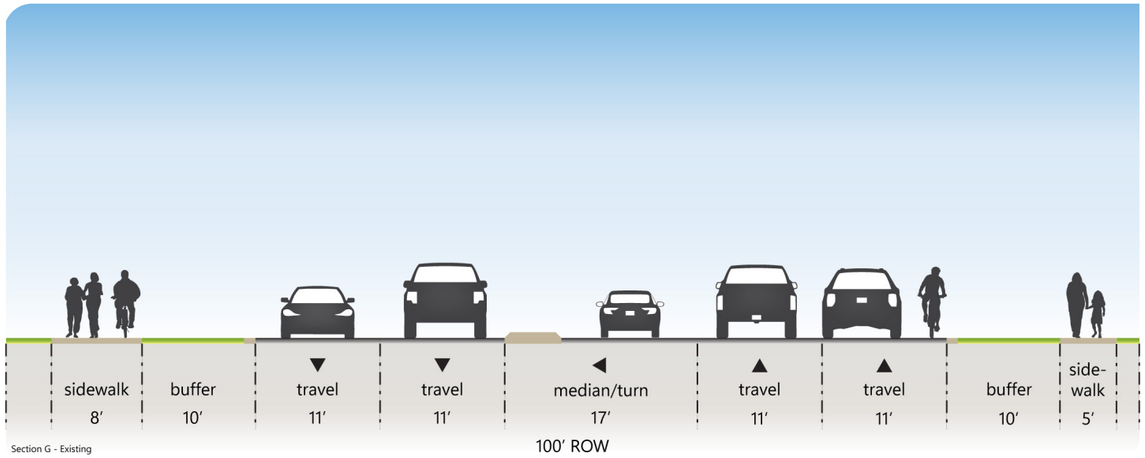
Phase:
3



### Improvements

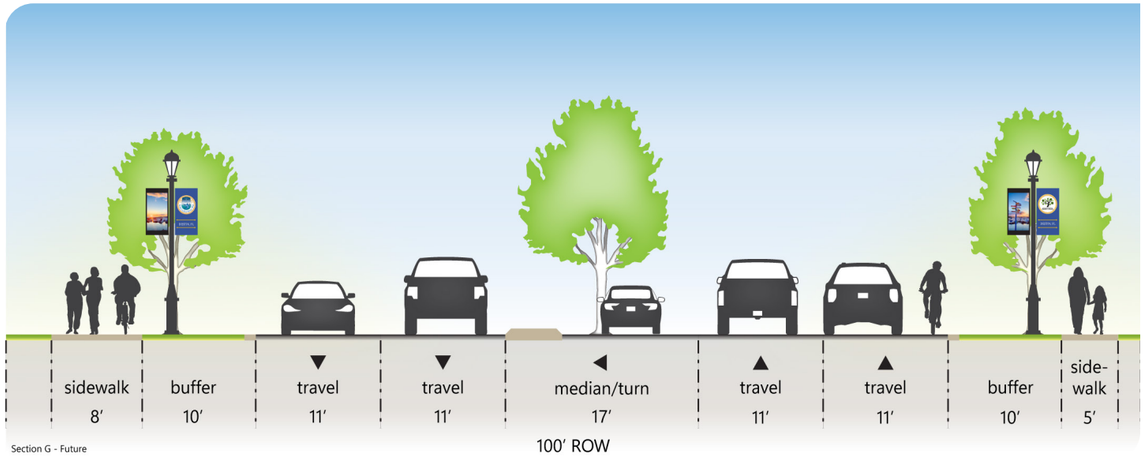
- Add street trees, lighting, and pedestrian amenities
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

## Existing:




Section G - Existing
100′ ROW

## Future:




Section G - Future
100′ ROW

## CC-7 Commons Drive

### Details

Project:
CC-7

Name:
Commons Drive

Location:
Airport Road to Indian Bayou Trail

Initiative:
Cross Town Connector

Source:
Comp Plan Policy 2-1.1.3; LDC Table 8-1

### Cost

**$1,130,271**

### Priority

Phase:

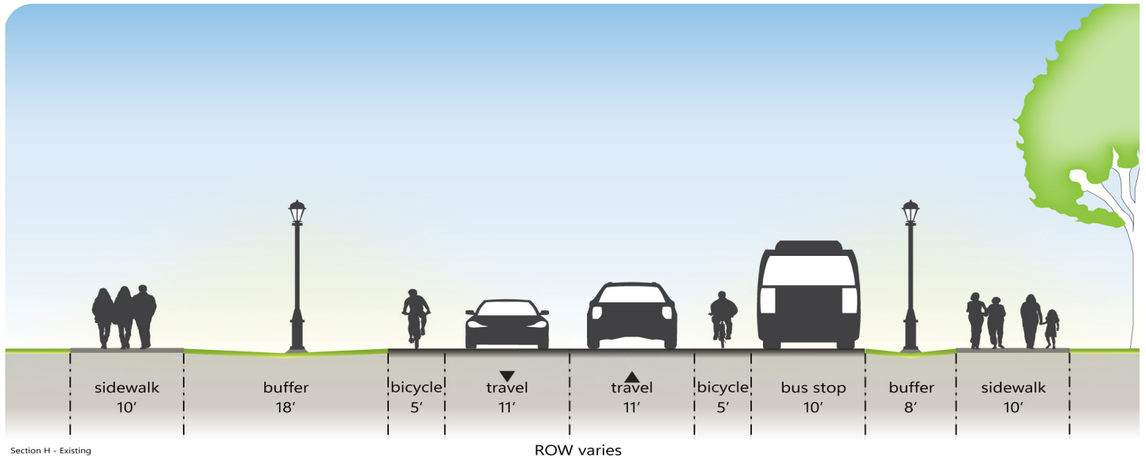
**2**



### Improvements

- Add street trees and pedestrian amenities
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

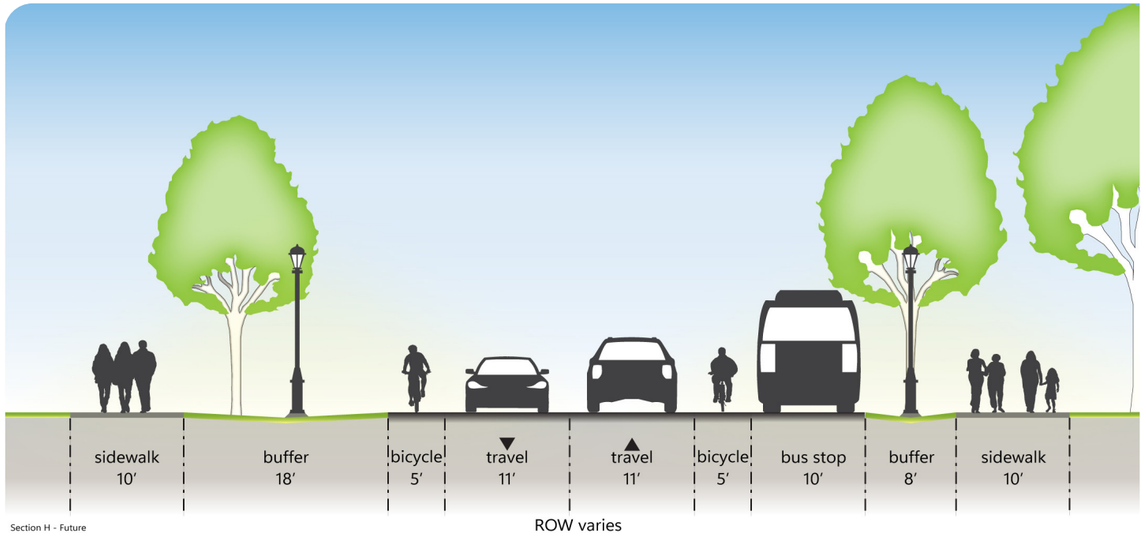
## Existing:




Section H - Existing

ROW varies

## Future:




Section H - Future

ROW varies

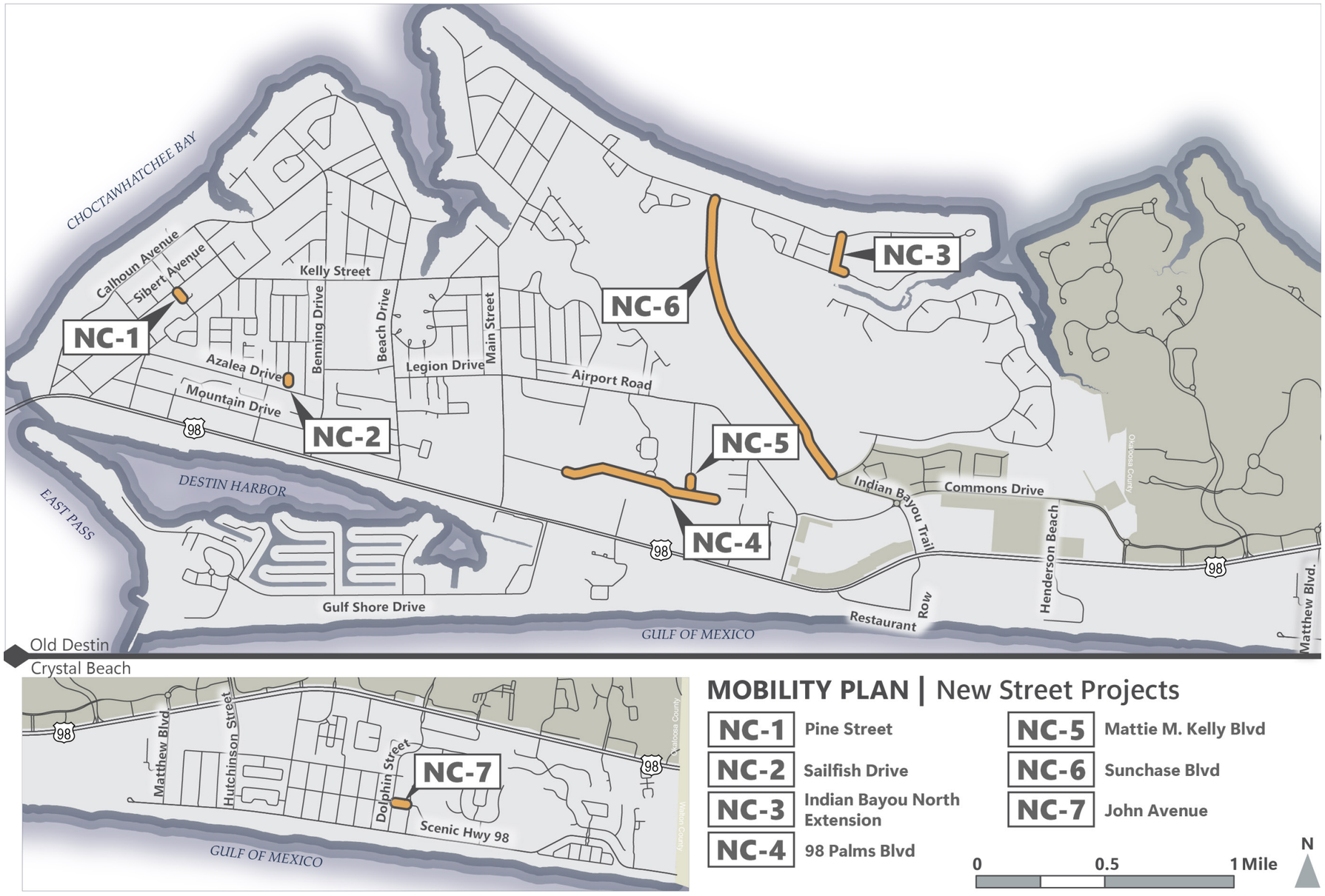
# NEW STREETS

The Mobility Plan includes seven new street segments. The purpose of the new streets is to close gaps in the transportation network, which will reduce travel time and distance, and create more direct connections for bicyclists and pedestrians. These new facilities are either described in the Comprehensive Plan or the Land Development Code. The City has secured right-of-way to implement some of these projects, while others would likely need to happen in the future as development or redevelopment occurs. The projected cost for all seven new streets is 31.4 million dollars.

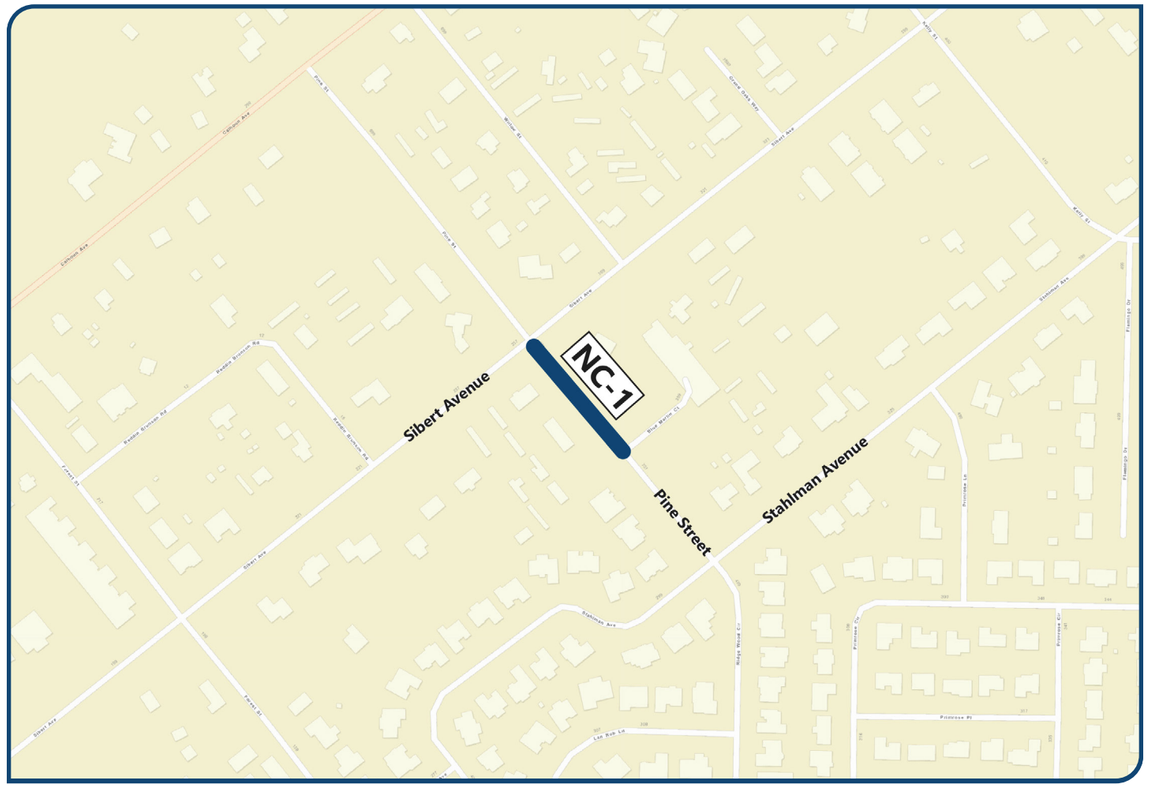
The new streets include short local street connections intended to reduce travel distance or alleviate pressure on the City's collector roadway network. These new streets include extending Pine Street between Sibert Avenue and Stahlman Avenue, connecting Sailfish Drive with Azalea Drive, connecting Indian Bayou North to Indian Trail, and extending John Avenue from Dolphin Street to Sunfish Street.

New streets also include projects intended to support the City's goals for creating a Town Center anchored by Main Street. These projects would result in a more connected network of streets in the Town Center Community Redevelopment Area (CRA). These new minor collectors include extending Mattie M. Kelly Boulevard to create a continuous connection between U.S. 98 and Airport Road, and extending 98 Palms Boulevard east to Mattie M. Kelly Boulevard.

Another new street would connect Indian Trail to Country Club Drive, which would allow for more direct travel from the City's northernmost neighborhoods to U.S. 98 and shopping areas in the Town Center and along Commons Drive.



## NC-1 Pine Street




## Details

Project:
**NC-1**

Name:
**Pine Street**

Location:
**Sibert Avenue to Blue Marlin Court**

Initiative:
**New Street**

Source:
**Comp Plan Policy 2-1.3.16; LDC 8.01.00E; LDC Table 8-1**



## Improvements

- Develop an interconnected road network by adding a new segment of Pine Street from Sibert Avenue to Blue Marlin Court
- Approximately 0.06 mile new street
- Local streets should have a speed limit of 25 mph with two 10′ lanes of traffic, 7′ parking, two 5′ sidewalks, and a 4′ buffer

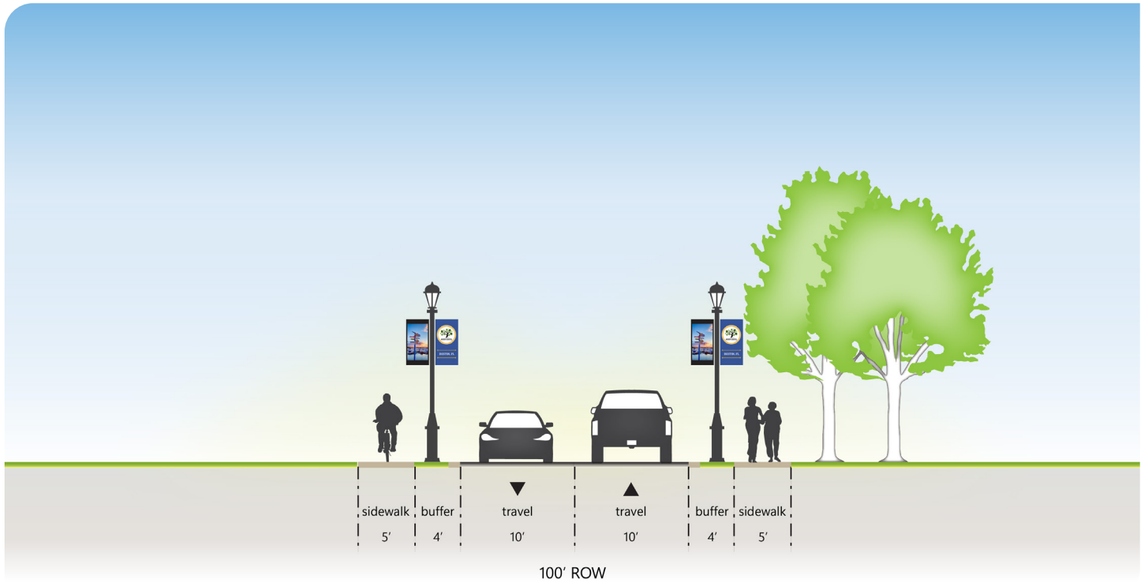
## Cost

**$743,042**

## Priority

| Benefit Score: | Phase: |
|---|---|
| 3 | 2 |

## Proposed:



## NC-2 Sailfish Drive

## Details

**Project:**
NC-2

**Name:**
Sailfish Drive

**Location:**
Azalea Drive to Sailfish Circle

**Initiative:**
New Street

**Source:**
Comp Plan Policy 2-1.3.16; LDC 8.01.00E; LDC Table 8-1



## Improvements

- Develop an interconnected road network by extending Sailfish Drive southward to connect to Azalea Drive
- Approximately 0.05 mile new street
- Since this new roadway connects to a residential area, it must be designed to maintain neighborhood traffic flow
- Local streets should have a speed limit of 25 mph with two 10′ lanes of traffic, 7′ parking, two 5′ sidewalks, and a 4′ buffer

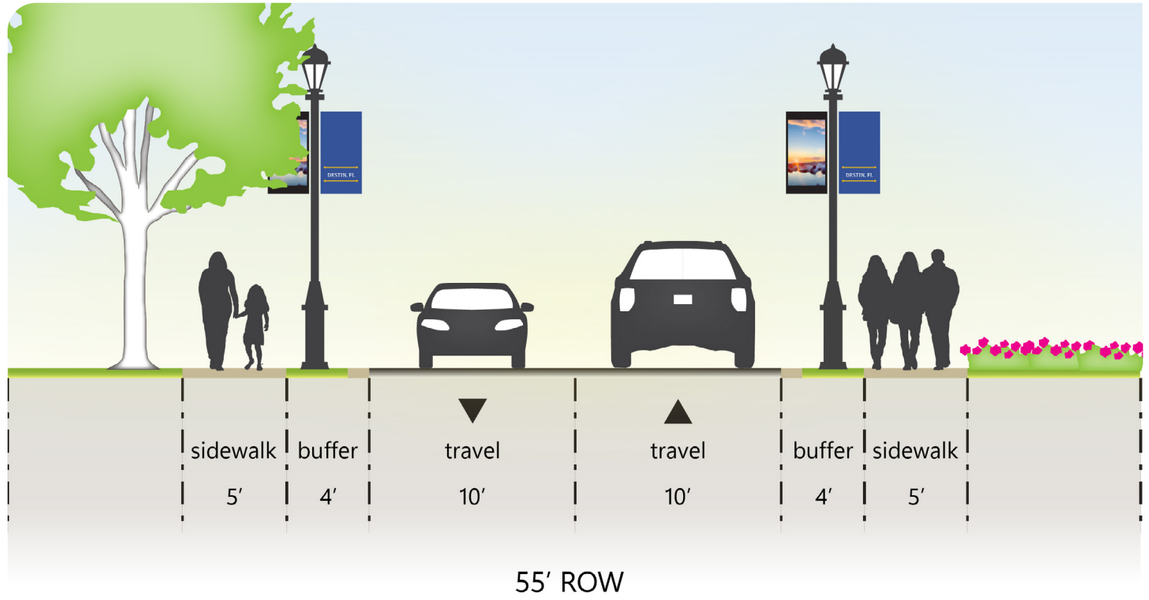
## Cost

**$619,202**

## Priority

| Benefit Score: | Phase: |
|---|---|
| 3 | 3 |

## Proposed:



## NC-3 Indian Bayou North Extension

## Details

Project:
**NC-3**

Name:
**Indian Bayou North Extension**

Location:
**Current end of Indian Bayou North to Indian Trail**

Initiative:
**New Street**

Source:
**Comp Plan Policy 2-1.3.16; LDC 8.01.00E; LDC Table 8-1; Pathways Plan, MUT-7; LDC Table 8-7B Level Two Priority**



## Improvements

- Develop an interconnected road network by extending Indian Bayou North to connect to Indian Trail
- Approximately 0.15 mile new street
- Local streets should have a speed limit of 25 mph with two 10′ lanes of traffic, 7′ parking, two 5′ sidewalks, and a 4′ buffer

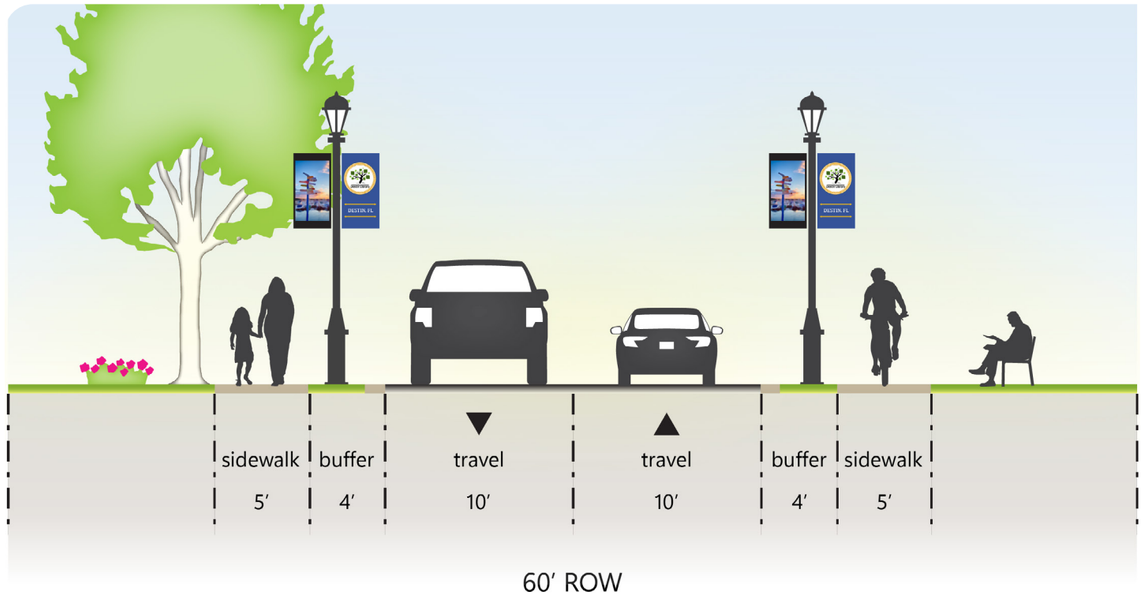
## Cost

**$1,857,605**

## Priority

| Benefit Score: | Phase: |
|---|---|
| 5 | 2 |

### Proposed:



## NC-4 98 Palms Boulevard

## Details

Project:
**NC-4**

Name:
**98 Palms Boulevard**

Location:
**From existing end of 98 Palms Blvd to Mattie M. Kelly Blvd**

Initiative:
**New Street**

Source:
**Comp Plan Policy 2-1; LDC 8.01.00E; LDC Table 8-1**



## Improvements

- Develop an interconnected road network by extending 98 Palms Boulevard to connect to Mattie M. Kelly Blvd
- Approximately 0.65 mile new street
- Minor collectors should have a speed limit of 35 mph with two 11′ lanes of traffic, a 6′ to 12′ median, 8′ parking, 5′ bike lane, 8′ to 10′ sidewalks on both sides, and a 6′ buffer

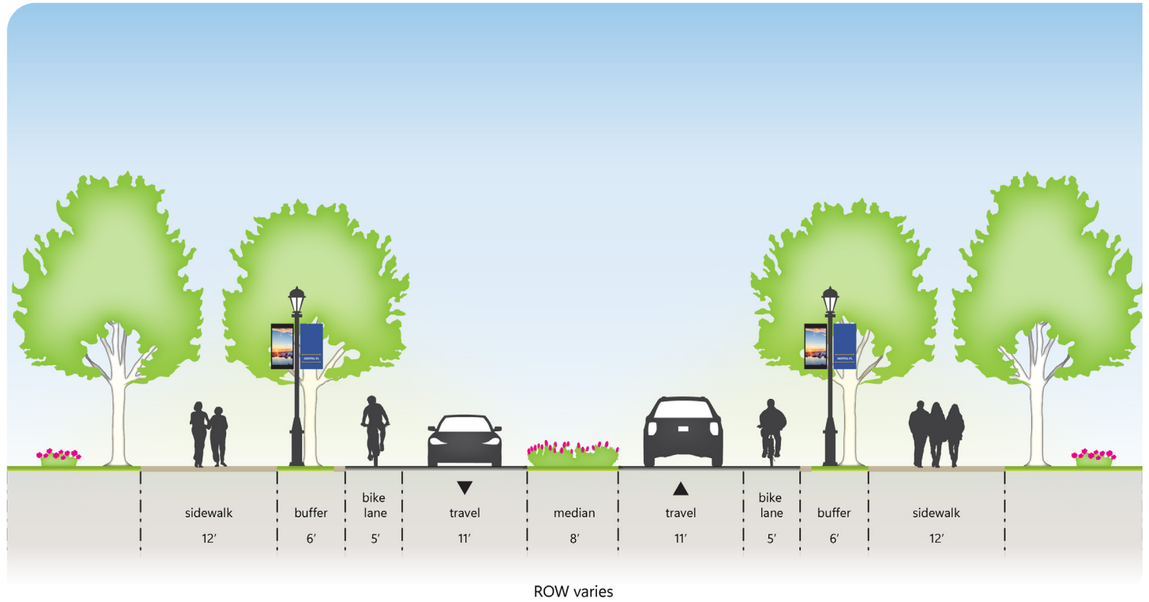
## Cost

**$9,149,623**

## Priority

| Benefit Score: | Phase: |
|---|---|
| 5 | 1 |

## Proposed:



## NC-5 Mattie M. Kelly Boulevard

## Details

Project:
**NC-5**

Name:
**Mattie M. Kelly Boulevard**

Location:
**From existing ends of northern and southern roadways**

Initiative:
**New Street**

Source:
**Comp Plan Policy 2-1; LDC 8.01.00E; LDC Table 8-1**



## Improvements

- Develop an interconnected road network by extending the exisiting ends of northern and southern roadways
- Approximately 0.06 mile new street
- Minor collectors should have a speed limit of 35 mph with two 11′ lanes of traffic, a 6′ to 12′ median, 8′ parking, 5′ bike lane, 8′ to 10′ sidewalks on both sides, and a 6′ buffer

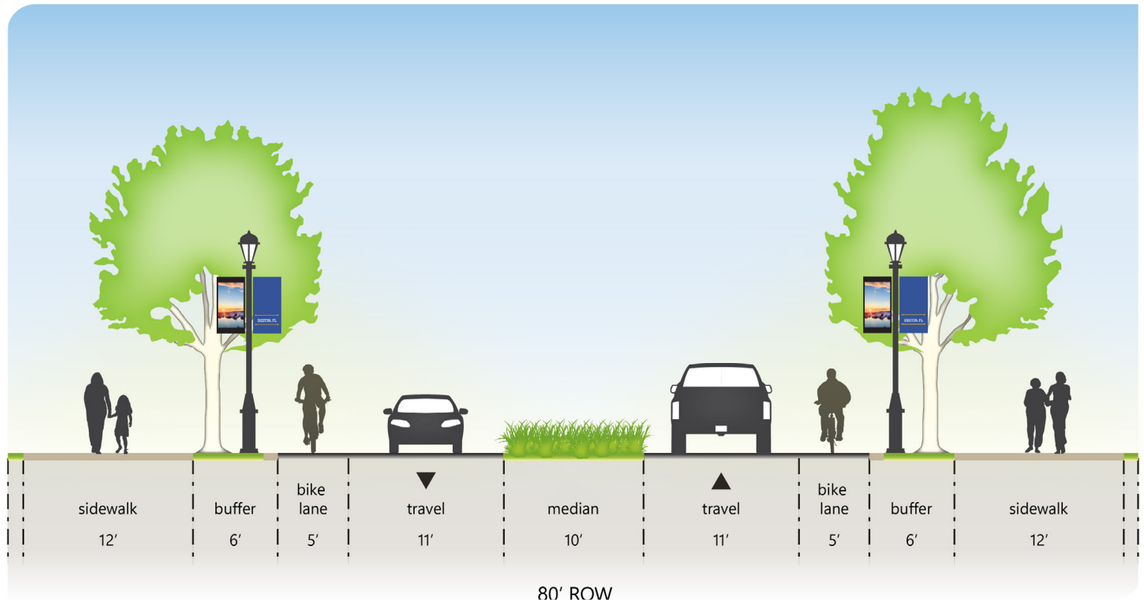
## Cost

**$844,581**

## Priority

| Benefit Score: | Phase: |
|---|---|
| 1 | 1 |

## Proposed:



## NC-6 Sunchase Boulevard

## Details

**Project:**
NC-6

**Name:**
Sunchase Boulevard

**Location:**
Indian Bayou Trail to Indian Trail

**Initiative:**
New Street

**Source:**
Comp Plan Policy 2-1.3.16; LDC 8.01.00E; LDC Table 8-1



## Improvements

- Develop an interconnected road network by extending Indian Bayou Trail to Indian Trail
- New street would be approximately 1.23 miles
- Minor collectors should have a speed limit of 35 mph with two 11′ lanes of traffic, a 6′ to 12′ median, 8′ parking, 5′ bike lane, 8′ to 10′ sidewalks on both sides, and a 6′ buffer

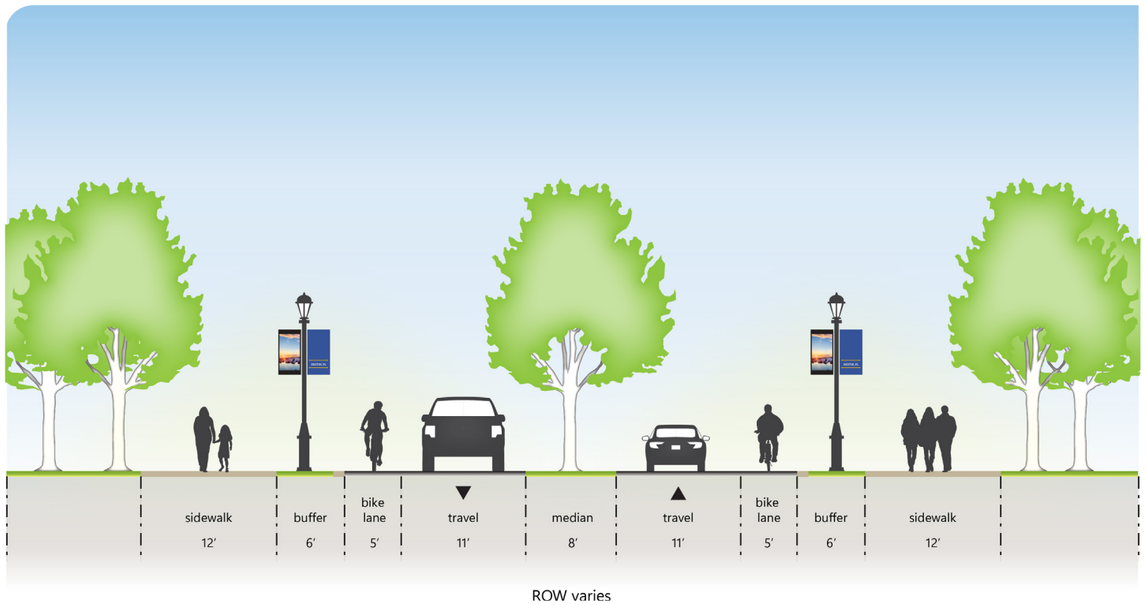
## Cost

**$17,313,901**

## Priority

| Benefit Score: | Phase: |
|---|---|
| 5 | 3 |

## Proposed:



## NC-7 John Avenue

## Details

**Project:**
NC-7

**Initiative:**
New Street

**Name:**
John Avenue

**Source:**

**Location:**
Dolphin Street to Sunfish Street



## Improvements

- Develop an interconnected road network by extending John Avenue from Dolphin Street to Sunfish Street
- Approximately 0.07 mile new street
- Local streets should have a speed limit of 25 mph with two 10′ lanes of traffic, 7′ parking, two 5′ sidewalks, and a 4′ buffer

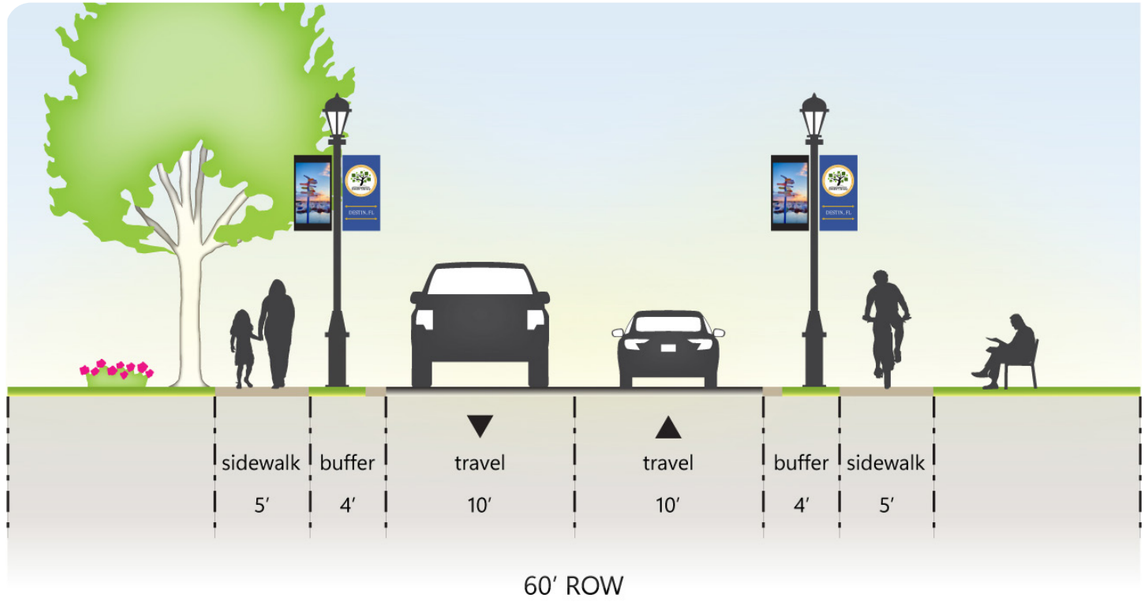
## Cost

**$866,882**

## Priority

| Benefit Score: | Phase: |
|---|---|
| 1 | 2 |

## Proposed:

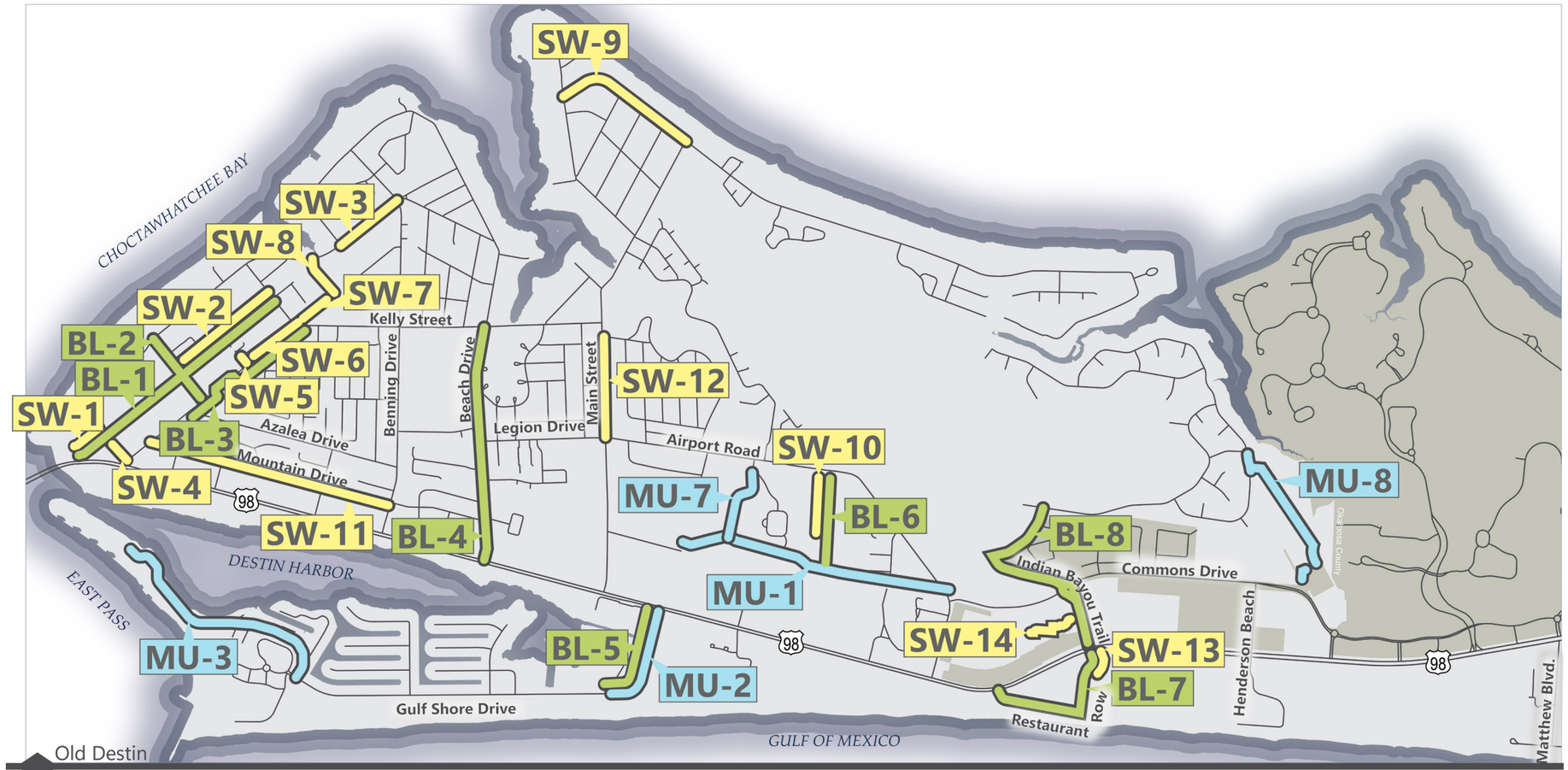


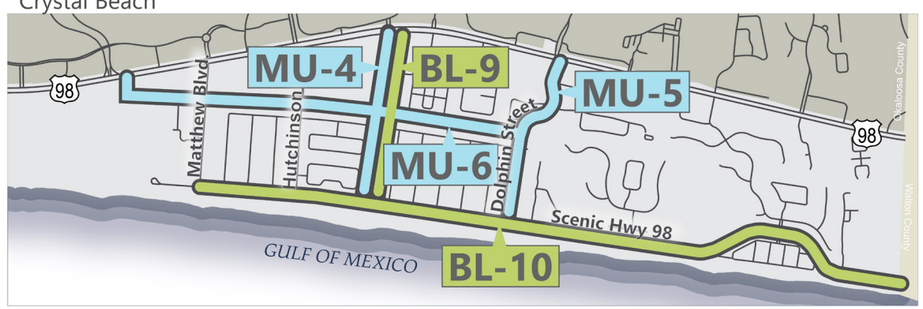
# BIKE AND PEDESTRIAN

Several streets in Destin are missing sidewalks on one or both sides. Bicycle facilities are similarly disconnected. This makes it difficult for traverse the City on foot, bike, or using a mobility device such as a wheelchair. The bike and pedestrian projects in this plan include connecting existing sidewalks, adding sidewalks on streets where they currently do not exist, implementing bike lanes, and creating multi-use paths where feasible. The projected cost for all bike and pedestrian projects is 33 million dollars.

The City's Pathways Master Plan in 2009 identified improvements that would be needed to achieve Destin's goal of a "multimodal" transportation system. Destin's Comprehensive Plan and Land Development Code also discuss the need for multimodal transportation and provides standards for sidewalks, bike lanes, and streetscaping. Other improvements were discovered through public and stakeholder engagement and discussed at the Destin Mobility Plan Open House.

Prioritization for these projects mirrors the prioritization given in the Pathways Plan which involves scoring based on the following factors: fills a service gap, improves access to important destinations, , reduces multimodal travel length, addresses a public desire, enhances pedestrian safety, improves linkages between higher density and housing and important destinations, satisfies MMTD mobility needs, addresses a recommendation from the 2000 Pathways Plan, and functions as a multi-use trail. Pictured to the right is an overview map of all bike and pedestrian projects.




**MOBILITY PLAN | Bike/Pedestrian Projects**

- Proposed Multi-Use Path
- Proposed Bike Lane
- Proposed Sidewalk

0 0.5 1 Mile

N

## SW-1 Sibert Avenue Sidewalk

### Improvements

- Create a 0.10 mile sidewalk on the east side of Sibert Avenue between Calhoun Avenue and Zerbe Street
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

### Details

Project:
SW-1
Name:
Sibert Avenue Sidewalk
Location:
Calhoun Avenue to Zerbe Street
Initiative:
Pedestrian/Bike
Source:
Comp Plan Map 2-2

### Cost

$ 105,269

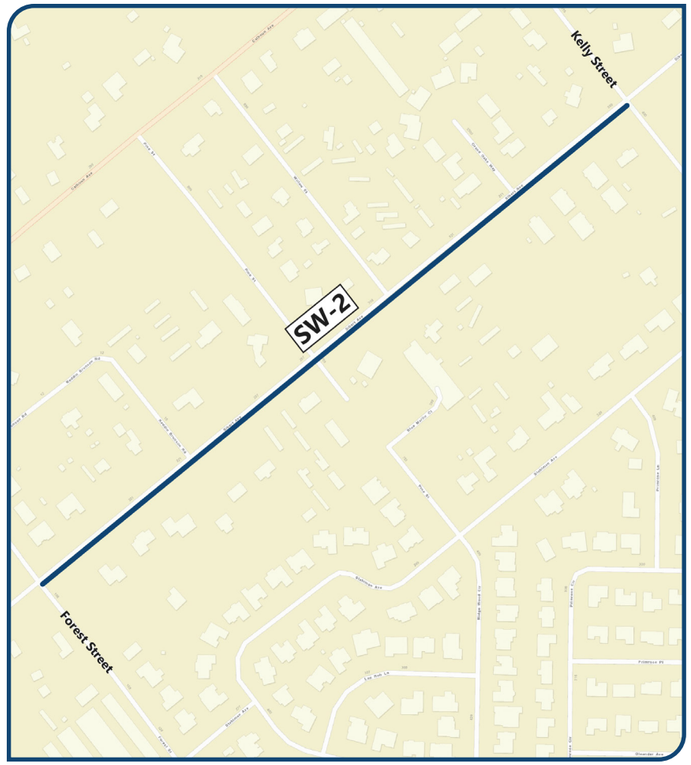
### Priority

| Benefit Score: | Phase: |
|---|---|
| 3 | 2 |





## SW-2 Sibert Avenue Sidewalk




### Improvements

- Create a 0.39 mile sidewalk on the east side of Sibert Avenue between Forest Street and Kelly Street
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

### Details

Project:
SW-2
Name:
Sibert Avenue Sidewalk
Location:
Forest Street to Kelly Street
Initiative:
Pedestrian/Bike
Source:
Comp Plan Map 2-2

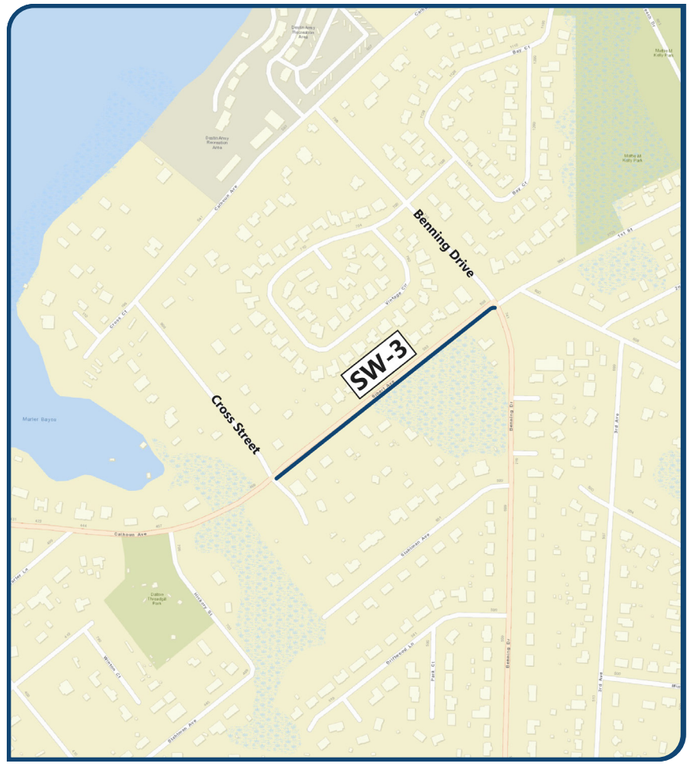
### Cost

$ 419,030

### Priority

| Benefit Score: | Phase: |
|---|---|
| 3 | 2 |

## SW-3 Sibert Avenue Sidewalk




### Improvements

- Create a 0.24 mile sidewalk on the east side of Sibert Avenue between Cross Street and Benning Drive
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

### Details

Project:
SW-3
Name:
Sibert Avenue Sidewalk
Location:
Cross Street to Benning Avenue
Initiative:
Pedestrian/Bike
Source:
Comp Plan Map 2-2; Pathways Plan, SW-6; LDC Table 8-7B Level Two Priority

### Cost

**$ 255,506**

### Priority

| Benefit Score: | Phase: |
|---|---|
| 3 | 3 |





## SW-4 Zerbe Street Sidewalk

### Improvements

- Create a 0.18 mile sidewalk on the south side of Zerbe Street between Sibert Avenue and Stahlman Avenue
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

### Details

Project:
SW-4
Name:
Zerbe Street Sidewalk
Location:
Sibert Avenue to Stahlman Avenue
Initiative:
Pedestrian/Bike
Source:
Pathways Plan, SW-1; LDC Table 8-7C Level Three Priority

### Cost

**$ 103,606**

### Priority

| Benefit Score: | Phase: |
|---|---|
| 1 | 2 |

## SW-5 Pine Street Sidewalk

### Improvements

- Create a 0.05 mile sidewalk on the north side of Pine Street between Blue Marlin Court and Stahlman Avenue
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

### Details

Project:
SW-5
Name:
Pine Street Sidewalk
Location:
Blue Marlin Court to Stahlman Avenue
Initiative:
Pedestrian/Bike
Source:
Pathways Plan, SW-5; LDC Table 8-7C Level Three Priority

### Cost

$ 31,082

### Priority

| Benefit Score: | Phase: |
|---|---|
| 1 | 2 |





## SW-6 Stahlman Avenue Sidewalk

### Improvements

- Create a 0.11 mile sidewalk on both sides of Stahlman Avenue between Pine Street and Kelly Street
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

### Details

Project:
SW-6
Name:
Stahlman Avenue Sidewalk
Location:
Pine Street to Primrose Lane
Initiative:
Pedestrian/Bike
Source:
Comp Plan Map 2-2; Pathways Plan, SW-2; LDC Table 8-7C Level Three Priority

### Cost

$ 123,461

### Priority

| Benefit Score: | Phase: |
|---|---|
| 1 | 3 |

## SW-7 Stahlman Avenue Sidewalk

### Improvements

- Create a 0.16 mile sidewalk on the west side of Stahlman Avenue between Kelly Street and Hickory Street
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

### Details

Project:
SW-7
Name:
Stahlman Avenue Sidewalk
Location:
Kelly Street to Hickory Street
Initiative:
Pedestrian/Bike
Source:
Comp Plan Map 2-2; Pathways Plan, SW-3; LDC Table 8-7B Level Two Priority

### Cost

$ 169,656

### Priority

| Benefit Score: | Phase: |
|---|---|
| 3 | 3 |





## SW-8 Hickory Street Sidewalk

### Improvements

- Create a 0.14 mile sidewalk on the south side of Hickory Street between Stahlman Avenue and Calhoun Avenue
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

### Details

Project:
SW-8
Name:
Hickory Street Sidewalk
Location:
Stahlman Avenue to Calhoun Avenue
Initiative:
Pedestrian/Bike
Source:
Pathways Plan, SW-4; LDC Table 8-7C Level Three Priority

### Cost

$ 79,613

### Priority

| Benefit Score: | Phase: |
|---|---|
| 1 | 2 |

## SW-9 Indian Trail Sidewalk

### Improvements

- Create a 0.48 mile sidewalk on the south side of Indian Trail between Bayou Drive and Main Street
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

### Details

Project:
SW-9
Name:
Indian Trail Sidewalk
Location:
Bayou Drive to Main Street
Initiative:
Pedestrian/Bike
Source:
Pathways Plan, SW-9; LDC Table 8-7C Level Three Priority

### Cost

**$ 278,099**

### Priority

| Benefit Score: | Phase: |
|---|---|
| 1 | 1 |





## SW-10 Mattie M. Kelly Boulevard (northern) sidewalk

### Improvements

- Create a 0.21 mile sidewalk on the west side of Mattie M Kelly Blvd between the existing sidewalk and Airport Road
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

### Details

Project:
SW-10
Name:
Mattie M. Kelly Boulevard (northern) Sidewalk
Location:
Existing sidewalk to Airport Road
Initiative:
Pedestrian/Bike
Source:
Pathways Plan, SW-14; LDC Table 8-7C Level Three Priority

### Cost

**$ 222,801**

### Priority

| Benefit Score: | Phase: |
|---|---|
| 1 | 2 |

## SW-11 Mountain Drive Sidewalk

### Improvements

- Create a 0.83 mile sidewalk on the north side of Mountain Drive between Stahlman Avenue and the roundabout
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

### Details

Project:
SW-11
Name:
Mountain Drive Sidewalk
Location:
Stahlman Avenue to the roundabout
Initiative:
Pedestrian/Bike
Source:
Public and Stakeholder Engagement

### Cost

**$674,700**

### Priority

| Benefit Score: | Phase: |
|---|---|
| 3 | 2 |





## SW-12 Main Street Sidewalk

### Improvements

- Create a 0.3 mile sidewalk on the east side of Main Street between Legion Drive and Kell Aire Drive
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

### Details

Project:
SW-12
Name:
Main Street Sidewalk
Location:
Legion Drive to Kell Aire Drive
Initiative:
Pedestrian/Bike
Source:
Public and Stakeholder Engagement

### Cost

**$269,815**

### Priority

| Benefit Score: | Phase: |
|---|---|
| 1 | 2 |

## SW-13 Restaurant Row Sidewalk

### Improvements

- Create a 0.05 mile sidewalk on the east side of Restaurant Row between the public parking lot and U.S. 98
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

### Details

Project:
SW-13
Name:
Restaurant Row Sidewalk
Location:
Public parking lot to U.S. 98
Initiative:
Pedestrian/Bike
Source:
Public and Stakeholder Engagement

### Cost

**$58,460**

### Priority

| Benefit Score: | Phase: |
|---|---|
| 3 | 2 |





## SW-14 Town Hall Pedestrian Access

### Improvements

- Create a 0.17 mile sidewalk on the east side of Restaurant Row between the public parking lot and U.S. 98
- A minimum of one bench and one other pedestrian amenity (benches, bike racks, pedestrian-scaled lighting, street trees, trash receptacles, drinking fountains, planter boxes, newspaper boxes, historical or location/information markers, passenger shelter for transit stops) shall be located on either edge of the public sidewalk every 150 horizontal feet of sidewalk

### Details

Project:
SW-14
Name:
Town Hall Pedestrian Access
Location:
Indian Bayou Trail to Morgan Sports Center
Initiative:
Pedestrian/Bike
Source:
Public and Stakeholder Engagement

### Cost

**$100,763**

### Priority

| Benefit Score: | Phase: |
|---|---|
| 1 | 2 |

## BL-1 Sibert Avenue Bicycle Lanes

### Improvements

- Create bike lanes along Sibert Avenue between Calhoun Avenue and Kelly Street, a length of approximately 0.81 miles
- Bike lanes must be a minimum of 4′ in width where there is no on-street parking and a minimum of 5′ in width where there is on-street parking

### Details

Project:
BL-1
Name:
Sibert Avenue Bicycle Lanes
Location:
Calhoun Avenue to Kelly Street
Initiative:
Pedestrian/Bike
Source:
Comp Plan Map 2-2; Pathways Plan, BL-1; LDC Table 8-7A Level One Priority

### Cost

**$ 600,696**

### Priority

| Benefit Score: | Phase: |
|---|---|
| 5 | 2 |





## BL-2 Forest Street Bicycle Lanes

### Improvements

- Create bike lanes along Forest Street between Calhoun Avenue and Stahlman Avenue, a length of approximately 0.12 miles
- Bike lanes must be a minimum of 4′ in width where there is no on-street parking and a minimum of 5′ in width where there is on-street parking

### Details

Project:
BL-2
Name:
Forest Street Bicycle Lanes
Location:
Calhoun Avenue to Stahlman Avenue
Initiative:
Pedestrian/Bike
Source:
Pathways Plan, BL-12; LDC Table 8-7A Level One Priority

### Cost

**$ 85,215**

### Priority

| Benefit Score: | Phase: |
|---|---|
| 5 | 3 |

## BL-3 Stahlman Avenue Bicycle Lanes

### Improvements

- Create bike lanes along Stahlman Avenue between Azalea Drive and Kelly Street, a length of approximately 0.49 miles
- Bike lanes must be a minimum of 4′ in width where there is no on-street parking and a minimum of 5′ in width where there is on-street parking

### Details

Project:
BL-3
Name:
Stahlman Avenue Bicycle Lanes
Location:
Azalea Drive to Kelly Street
Initiative:
Pedestrian/Bike
Source:
Pathways Plan, BL-6; LDC Table 8-7C Level Three Priority

### Cost

$ 360,417

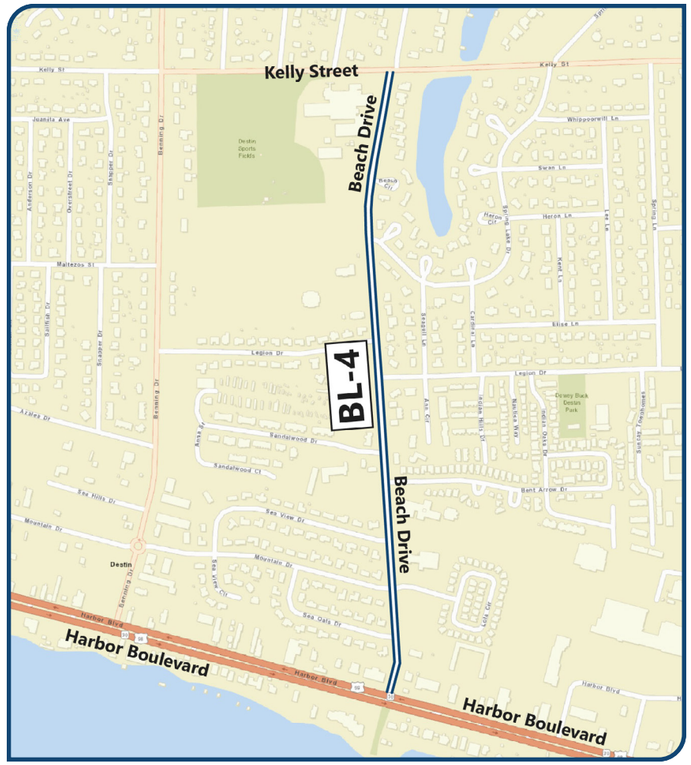
### Priority

| Benefit Score: | Phase: |
|---|---|
| 1 | 3 |





## BL-4 Beach Drive Bicycle Lanes




### Improvements

- Create bike lanes along Beach Drive between Harbor Boulevard and Kelly Street, a length of approximately 0.78 miles
- Bike lanes must be a minimum of 4′ in width where there is no on-street parking and a minimum of 5′ in width where there is on-street parking

### Details

Project:
BL-4
Name:
Beach Drive Bicycle Lanes
Location:
Harbor Boulevard to Kelly Street
Initiative:
Pedestrian/Bike
Source:
Comp Plan Map 2-2; Pathways Plan, BL-5; LDC Table 8-7A Level One Priority

### Cost

$ 573,455

### Priority

| Benefit Score: | Phase: |
|---|---|
| 5 | 2 |

## BL-5 Gulf Shore Drive Bicycle Lanes

### Improvements

- Create bike lanes along Gulf Shore Drive between Sandpiper Cove and Harbor Blvd, a length of approximately 0.35 miles
- Bike lanes must be a minimum of 4′ in width where there is no on-street parking and a minimum of 5′ in width where there is on-street parking

### Details

Project:
BL-5
Name:
Gulf Shore Drive Bicycle Lanes
Location:
Sandpiper Cove to Harbor Boulevard
Initiative:
Pedestrian/Bike
Source:
Comp Plan Map 2-2; Pathways Plan, BL-2; LDC Table 8-7B Level Two Priority

### Cost

$ 257,042

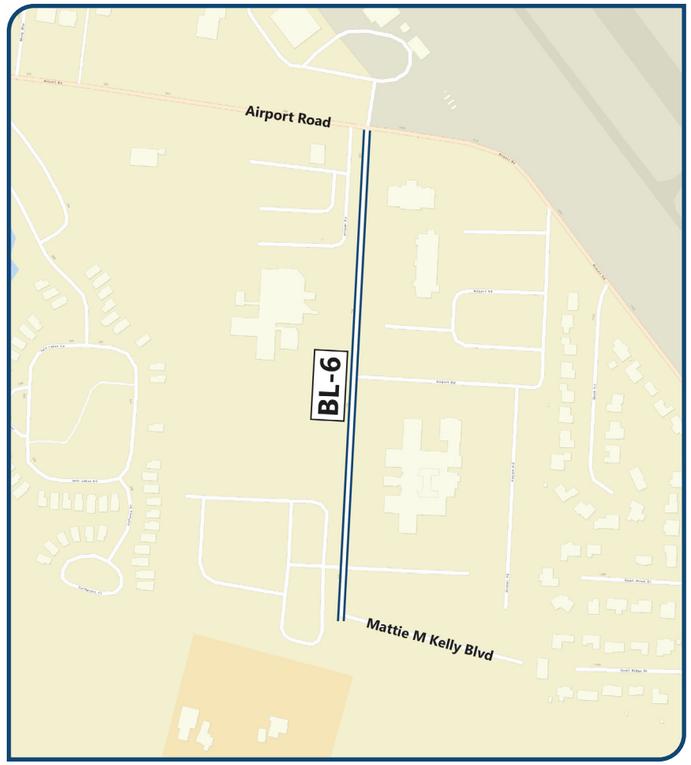
### Priority

| Benefit Score: | Phase: |
|---|---|
| 3 | 2 |





## BL-6 Mattie M. Kelly Boulevard (northern) Bicycle Lanes




### Improvements

- Create bike lanes along Mattie M Kelly Blvd between the existing roadway end and Airport Road, a length of approximately 0.25 miles
- Bike lanes must be a minimum of 4′ in width where there is no on-street parking and a minimum of 5′ in width where there is on-street parking

### Details

Project:
BL-6
Name:
Mattie M. Kelly Boulevard (northern) Bicycle Lanes
Location:
Existing end roadway to Airport Road
Initiative:
Pedestrian/Bike
Source:
Comp Plan Map 2-1; Pathways Plan, BL-11; LDC Table 8-7B Level Two Priority

### Cost

$ 185,377

### Priority

| Benefit Score: | Phase: |
|---|---|
| 3 | 3 |

## BL-7 Scenic 98 (west)/Restaurant Row Bicycle Lanes

### Improvements

- Create bike lanes along Scenic 98/ Restaurant Row between Emerald Coast Parkway and Emerald Coast Parkway, a length of approximately 0.49 miles
- Bike lanes must be a minimum of 4′ in width where there is no on-street parking and a minimum of 5′ in width where there is on-street parking

### Details

Project:
BL-7
Name:
Scenic 98 (west)/Restaurant Row Bicycle Lanes
Location:
Emerald Coast Parkway to Emerald Coast Parkway
Initiative:
Pedestrian/Bike
Source:
Comp Plan Map 2-2; Pathways Plan, BL-8; LDC Table 8-7B Level Two Priority

### Cost

$ 2,286,414

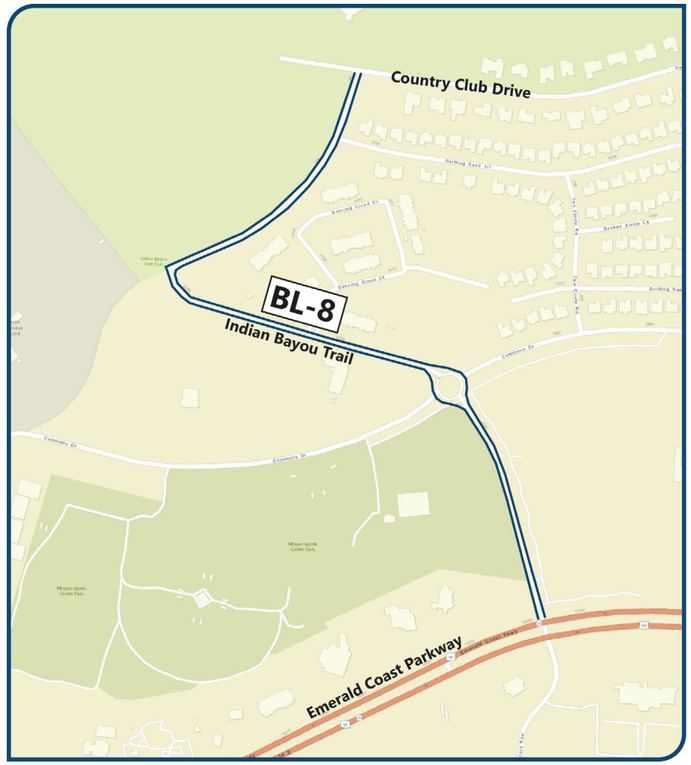
### Priority

| Benefit Score: | Phase: |
|---|---|
| 3 | 2 |





## BL-8 Indian Bayou Trail Bicycle Lanes




### Improvements

- Create bike lanes along Indian Bayou Trail between Emerald Coast Parkway and Country Club Drive, a length of approximately 0.73 miles
- Bike lanes must be a minimum of 4′ in width where there is no on-street parking and a minimum of 5′ in width where there is on-street parking

### Details

Project:
BL-8
Name:
Indian Bayou Trail Bicycle Lanes
Location:
Emerald Coast Parkway to Country Club Drive
Initiative:
Pedestrian/Bike
Source:
Pathways Plan, BL-7; LDC Table 8-7C Level Three Priority

### Cost

$ 541,324

### Priority

| Benefit Score: | Phase: |
|---|---|
| 1 | 2 |

## BL-9 Crystal Beach Drive Multiuse Path

### Improvements

- Create bike lanes along Crystal Beach Drive between Scenic 98 East and Emerald Coast Parkway, a length of approximately 0.48 miles
- Bike lanes must be a minimum of 4’ in width where there is no on-street parking and a minimum of 5’ in width where there is on-street parking

### Details

Project:
BL-9
Name:
Crystal Beach Drive Multiuse Path
Location:
Scenic 98 East to Emerald Coast Parkway
Initiative:
Pedestrian/Bike
Source:
Comp Plan Map 2-2; Pathways Plan, BL-4; LDC Table 8-7B Level Two Priority

### Cost

$ 352,036

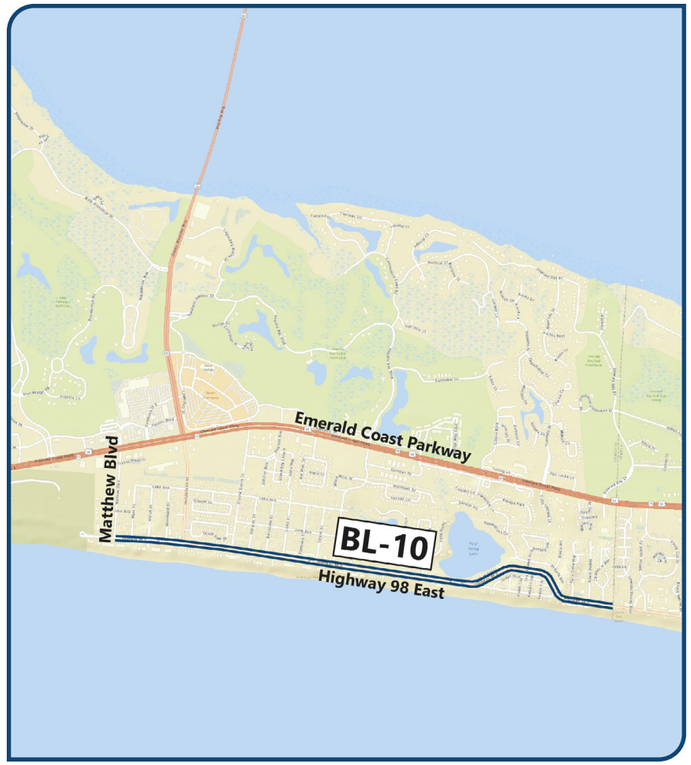
### Priority

| Benefit Score: | Phase: |
|---|---|
| 3 | 3 |





## BL-10 Scenic 98 (east) Bicycle Lanes




### Improvements

- Create bike lanes along Scenic 98 between Matthew Blvd and the Walton County line, a length of approximately 2.08 miles
- Bike lanes must be a minimum of 4’ in width where there is no on-street parking and a minimum of 5’ in width where there is on-street parking

### Details

Project:
BL-10
Name:
Scenic 98 (east) Bicycle Lanes
Location:
Matthew Boulevard to Walton County Line
Initiative:
Pedestrian/Bike
Source:
Comp Plan Map 2-2

### Cost

$ 9,673,289

### Priority

| Benefit Score: | Phase: |
|---|---|
| 3 | 3 |

## MU-1 Powerline Easement (west) Multi-use Path

### Improvements

- Create a multi-use path along the powerline easement between Main Street and Airport Road
- Multi-use pathways must be a minimum of 10’ in width
- Pathway must remain unobstructed by sidewalk furniture, street trees, planter boxes, newspaper boxes, retail displays or other barriers

### Details

Project:
MU-1
Name:
Powerline Easement (west) Multi-use Path
Location:
Main Street to Airport Road
Initiative:
Pedestrian/Bike
Source:
Pathways Plan, MUT-5; LDC Table 8-7B Level Two Priority

### Cost

**$10,000,000**

### Priority

| Benefit Score: | Phase: |
|---|---|
| 3 | 1 |





## MU-2 Gulf Shore Drive Multi-use Path

### Improvements

- Create a multi-use path along Gulf Shore Drive between Sandpiper Cove and Harbor Blvd
- Multi-use pathways must be a minimum of 10’ in width
- Pathway must remain unobstructed by sidewalk furniture, street trees, planter boxes, newspaper boxes, retail displays or other barriers

### Details

Project:
MU-2
Name:
Gulf Shore Drive Multi-use Path
Location:
Sandpiper Cove to Harbor Boulevard
Initiative:
Pedestrian/Bike
Source:
Comp Plan Map 2-2; Pathways Plan, MUT-3; LDC Table 8-7B Level Two Priority

### Cost

**$ 298,017**

### Priority

| Benefit Score: | Phase: |
|---|---|
| 3 | 2 |

## MU-3 Gulf Shore Drive Multi-use Path

### Improvements

- Create a multi-use path along Gulf Shore Drive between Norriego Point and Durango Road
- Multi-use pathways must be a minimum of 10’ in width
- Pathway must remain unobstructed by sidewalk furniture, street trees, planter boxes, newspaper boxes, retail displays or other barriers

### Details

Project:
MU-3
Name:
Gulf Shore Drive Multi-use Path
Location:
Norriego Point to Durango Road
Initiative:
Pedestrian/Bike
Source:
Pathways Plan, MUT-4; LDC Table 8-7A Level One Priority

### Cost

$ 557,162

### Priority

| Benefit Score: | Phase: |
|---|---|
| 5 | 2 |





## MU-4 Crystal Beach Drive Multi-use Path

### Improvements

- Create a multi-use path along Crystal Beach Drive between Scenic 98 and Emerald Coast Parkway
- Multi-use pathways must be a minimum of 10’ in width
- Pathway must remain unobstructed by sidewalk furniture, street trees, planter boxes, newspaper boxes, retail displays or other barriers

### Details

Project:
MU-4
Name:
Crystal Beach Drive Multi-use Path
Location:
Scenic 98 to Emerald Coast Parkway
Initiative:
Pedestrian/Bike
Source:
Pathways Plan, MUT-15; LDC Table 8-7A Level One Priority

### Cost

$ 408,154

### Priority

| Benefit Score: | Phase: |
|---|---|
| 5 | 3 |

## MU-5 Dolphin Street/Regatta Bay Boulevard Multi-use Path

### Improvements

- Create a multi-use path along Dolphin Street/ Regatta Bay Blvd between Scenic 98 and Emerald Coast Parkway
- Multi-use pathways must be a minimum of 10’ in width
- Pathway must remain unobstructed by sidewalk furniture, street trees, planter boxes, newspaper boxes, retail displays or other barriers

### Details

Project:
MU-5
Name:
Dolphin Street/Regatta Bay Boulevard Multi-use Path
Location:
Scenic 98 to Emerald Coast Parkway
Initiative:
Pedestrian/Bike
Source:
Comp Plan Map 2-2; Pathways Plan, MUT-16; LDC Table 8-7A Level One Priority

### Cost

$ 453,504

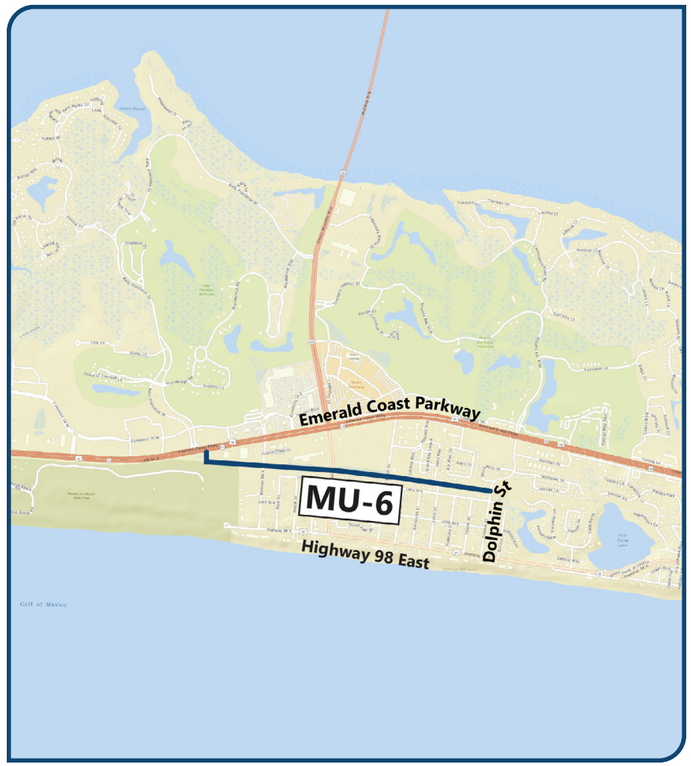
### Priority

| Benefit Score: | Phase: |
|---|---|
| 5 | 2 |





## MU-6 Powerline easement (east) Multi-use Path




### Improvements

- Create a multi-use path along the powerline easement between Emerald Coast Parkway and Dolphin Street
- Multi-use pathways must be a minimum of 10’ in width
- Pathway must remain unobstructed by sidewalk furniture, street trees, planter boxes, newspaper boxes, retail displays or other barriers

### Details

Project:
MU-6
Name:
Powerline easement (east) Multi-use Path
Location:
Emerald Coast Parkway to Dolphin Street
Initiative:
Pedestrian/Bike
Source:
Comp Plan Map 2-2; Pathways Plan, MUT-13; LDC Table 8-7A Level One Priority

### Cost

$983,456

### Priority

| Benefit Score: | Phase: |
|---|---|
| 5 | 2 |

## MU-7 West of Twin Lakes Multi-use Path

### Improvements

- Create a multi-use path west of Twin Lakes between 98 Palms Boulevard and Airport Road
- Multi-use pathways must be a minimum of 10’ in width
- Pathway must remain unobstructed by sidewalk furniture, street trees, planter boxes, newspaper boxes, retail displays or other barriers

### Details

Project:
MU-7
Name:
West of Twin Lakes Multi-use Path
Location:
98 Palms Blvd to Airport Road
Initiative:
Pedestrian/Bike
Source:
Public and Stakeholder Engagement

### Cost

$1,336,550

### Priority

| Benefit Score: | Phase: |
|---|---|
| 1 | 2 |





## MU-8 Indian Trail to Destin High School Multi-Use Path

### Improvements

- Create a multi-use path from northern neighborhoods at Indian Trail to Destin High School along the Indian Bayou
- Multi-use pathways must be a minimum of 10’ in width
- Pathway must remain unobstructed by sidewalk furniture, street trees, planter boxes, newspaper boxes, retail displays or other barriers

### Details

Project:
MU-8
Name:
Indian Trail to Destin High School Multi-Use Path
Location:
Along Indian Bayou
Initiative:
Pedestrian/Bike
Source:
Public and Stakeholder Engagement

### Cost

$1,432,873

### Priority

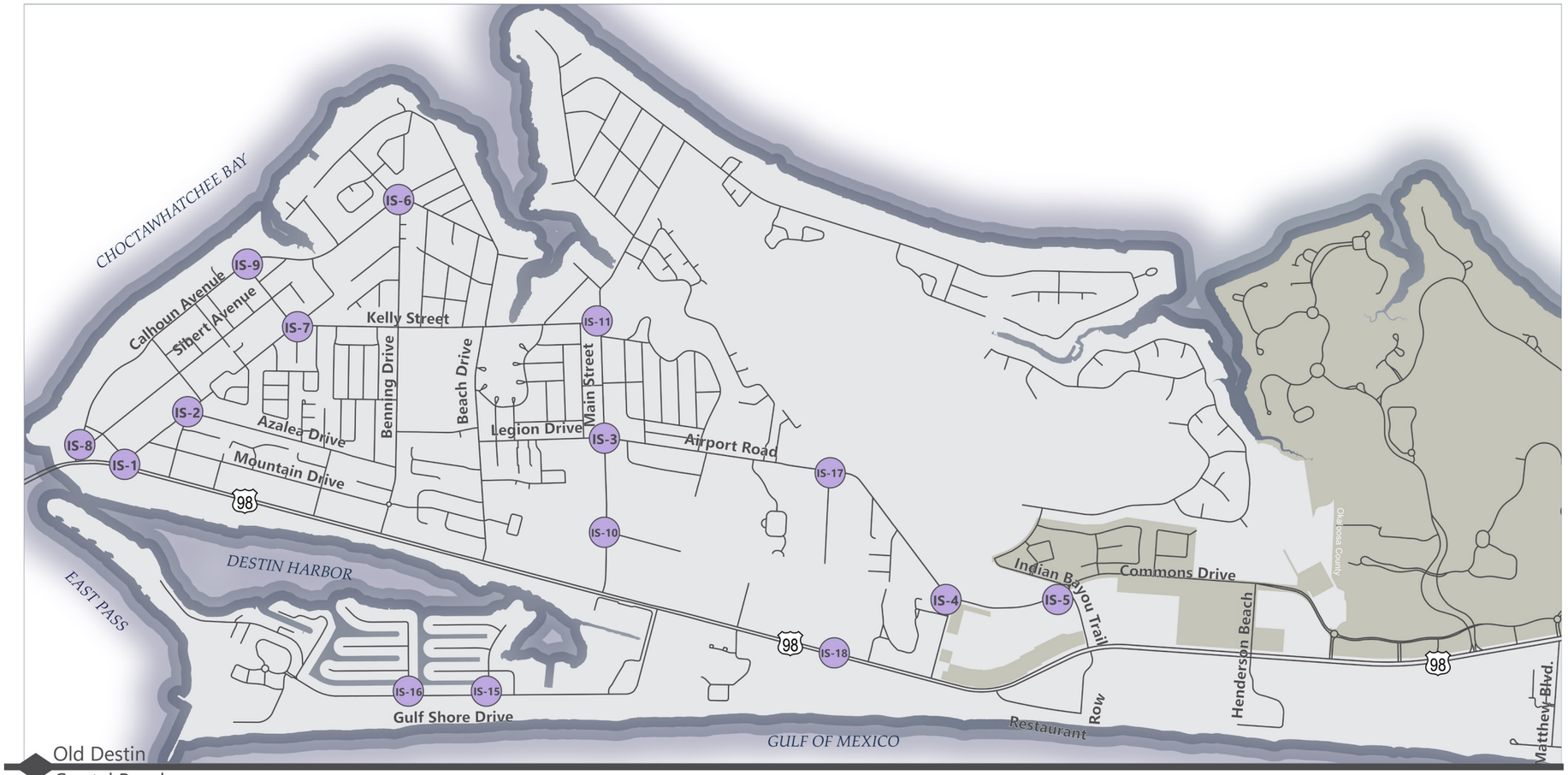
| Benefit Score: | Phase: |
|---|---|
| 3 | 2 |

# INTERSECTION ENHANCEMENTS

There are numerous intersections throughout Destin that require attention due to crash rates and projected growth. Careful consideration was given to intersections with previous pedestrian and bicyclist injuries and fatalities. Potential types of improvements include extended central medians, curb radius reduction, crosswalks, pedestrian refuge islands, rapid-flashing beacons, pedestrian priority signs, roundabouts with bicycle and pedestrian accommodations, and painted crosswalks.

The intersection projects in this plan include Stahlman Avenue at Zerbe Street and Harbor Boulevard, Stahlman Avenue at Azalea Drive, Stahlman Avenue at Kelly Street, Legion Drive/Airport Road at Main Street, Airport Road at Commons Drive, Commons Drive at Indian Bayou Trail, Benning Drive at Sibert Avenue, 1st Street, and 4th Street, Calhoun Avenue at Sibert Avenue, Calhoun Avenue at Kelly Street, Main Street at 98 Palms Boulevard, Scenic 98 East at Matthew Boulevard, Scenic 98 East at Shirah Street, Scenic 98 East at Pompano Street, Gulf Shore Drive at Moreno Point Road, Gulf Shore Drive at Norriego Road, Mattie M. Kelly Blvd at Airport Road, and Mattie M. Kelly Blvd at U.S. 98. Each intersection was analyzed by the planning team to come up with efficient recommendations.

The recommendations listed in the following pages take other mobility projects, such as proposed bike and pedestrian projects, into consideration. The total estimated cost for intersection enhancements is 8 million dollars.




## MOBILITY PLAN | Intersection Enhancements

**Intersection Safety Project**

| # | |
|---|---|
| 1 | Stahlman Avenue @ Zerbe Street and Harbor Boulevard |
| 2 | Stahlman Avenue @ Azalea Drive |
| 3 | Legion Drive/Airport Road Intersection with Main Street |
| 4 | Airport Road @ Commons Drive |
| 5 | Commons Drive @ Indian Bayou Trail |
| 6 | Benning Drive @ Sibert Avenue, 1st Street, and 4th Street |
| 7 | Stahlman Avenue @ Kelly Street |
| 8 | Calhoun Avenue @ Sibert Avenue |
| 9 | Calhoun Avenue @ Kelly Street |
| 10 | Main Street @ 98 Palm Boulevard |
| 11 | Main Street @ Kelly Street |
| 12 | Scenic 98 East @ Matthew Boulevard |
| 13 | Scenic 98 East @ Shirah Street |
| 14 | Scenic 98 East @ Pompano Street |
| 15 | Gulf Shore Drive @ Moreno Point Rd |
| 16 | Gulf Shore Drive @ Norriego Rd |
| 17 | Mattie M. Kelly Blvd @ Airport Rd |
| 18 | Mattie M. Kelly Blvd @ U.S. 98 |

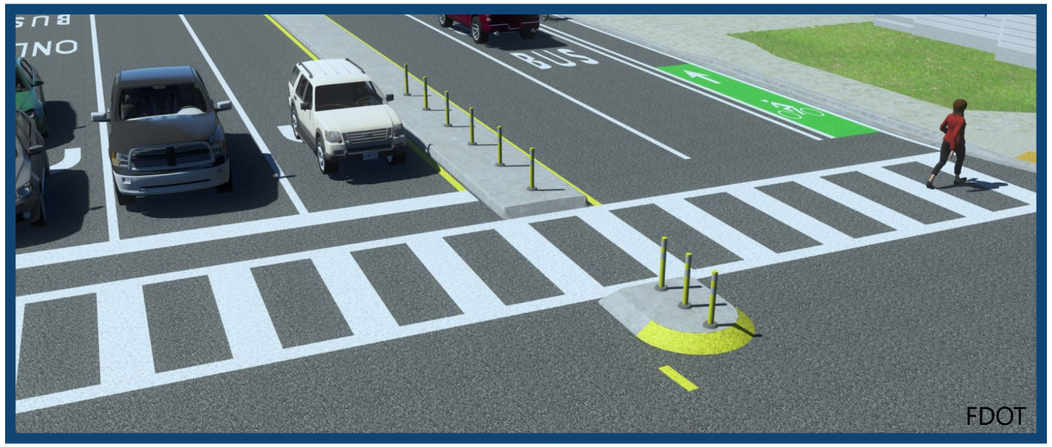
0 0.5 1 Mile

N

# Intervention Types

## 1 Extended Central Medians

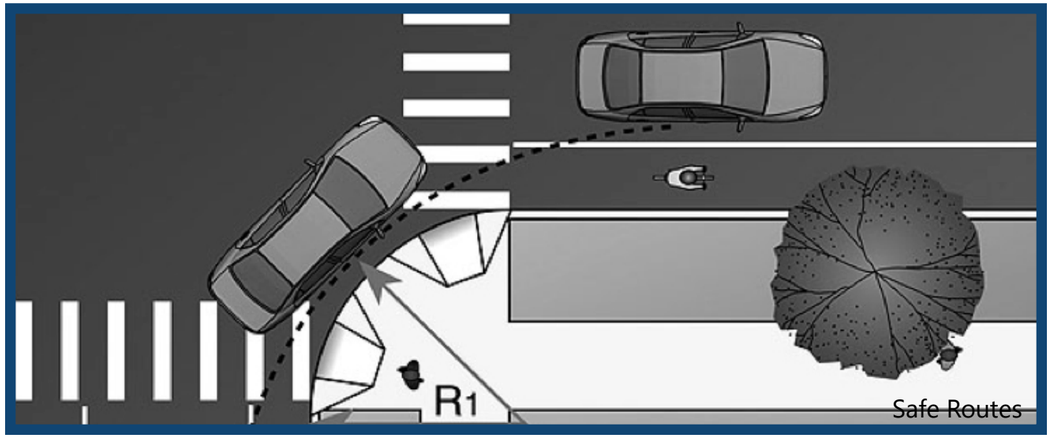
Raised medians are located between opposing lanes of traffic within a street. When the median extends through a marked crosswalk, drivers must slow down to make a sharper turn. Extended central medians are traffic calming measures which increase pedestrian visibility and safety.



FDOT

## 2 Curb Radius Reduction

Appropriately designed curb radii account for all road users, including pedestrians and bicyclists. Tighter curb radii prevent high speed vehicular turns and increases pedestrian visibility. Intersections with tight curb radii tend to reduce crossing distances for pedestrians as well.

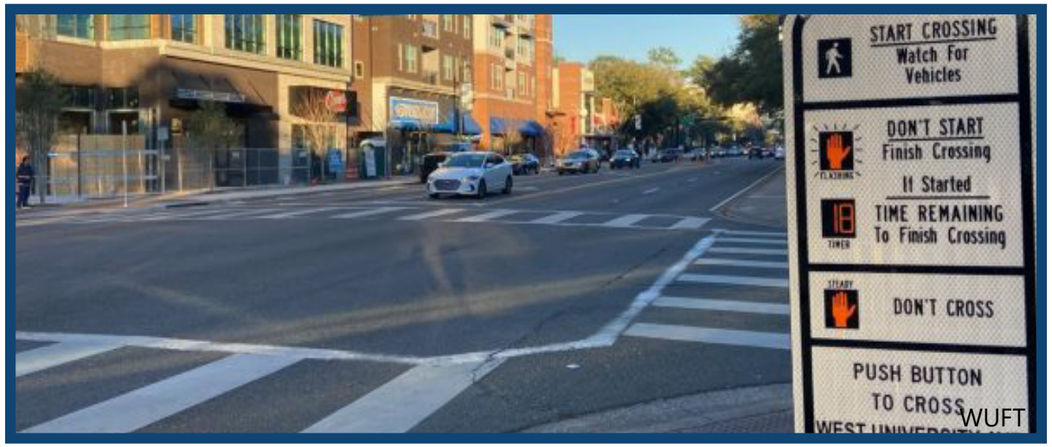


Safe Routes



## 3 Crosswalks

Well designed roadway networks include highly visible crosswalks on all legs of signalized intersections. High-visibility design includes patterns (typically ladder) which are high contrast (asphalt/white) and visible to all road users from farther away.



WUFT

## 4 Pedestrian Refuge Islands

Medians separating multi-lane roads require additional pedestrian safety measures. Pedestrian refuge islands allow pedestrians to cross one direction of traffic and then wait at the island until the other direction of traffic becomes clear.

City of Long Beach

## 5 Rapid-Flashing Beacon

Rapid-flashing beacons are pedestrian-activated LED lights. When activated, these beacons increase visibility of pedestrians and bicyclists by warning drivers to stop and allow other users to cross the road. Since the signal can be seen from farther away, it provides plenty of time for drivers to stop.

Forward Pinellas

## 6 Pedestrian Priority Signs

Priority signs indicate which user has the right-of-way at an intersection. Drivers must always yield to pedestrians, but these signs help increase pedestrian safety by reminding drivers to share the road and to be cautious of foot traffic.

Florida Highway Patrol



## 7 Roundabouts with Bicycle and Pedestrian Accommodations

Roundabouts increase safety by significantly decreasing vehicle speeds and reducing conflict. In order to further accommodate bicyclists and pedestrians, roundabouts can include marked crosswalks, extended central medians, pedestrian priority signs, and pedestrian refuge islands.

PEDSAFE

## 8 Painted Crosswalks

Studies show that painted crosswalks lead to decreased vehicle speeds and higher alertness of road users. Painted crosswalks increase community involvement in public art. Crosswalk design must remain high contrast and recognizable to accommodate individuals with low-visibility.

Florida Politics

## IS-1 Stahlman Avenue at Harbor Boulevard & Zerbe Street

### Improvements

- Consider moving gas station access to Zerbe Street
- Add a pedestrian refuge
- Increase crosswalk visibility
- Reduce curb cuts
- Extend central medians

### Cost

**$135,828**

### Priority

| Benefit Score: | Phase: |
|---|---|
| 5 | 1 |



MOBILITY PLAN | Intersection Enhancements

## IS-2 Stahlman Avenue at Azalea Drive

### Improvements

- Full crosswalk treatment
- Move Azalea stop line up to Stahlman Avenue
- Close Palmetto Street at the intersection
- Make the sidewalk continuous

### Cost

**$123,159**

### Priority

| Benefit Score: | Phase: |
|---|---|
| 3 | 2 |

## IS-3 Legion Drive/Airport Road at Main Street

### Improvements

- Reduce double left turn on Airport Rd to single turn lane and extend the curb/sidewalk straight through existing right turn lane
- Shift travel lanes south
- Rehabilitate existing crosswalks
- Extend center medians to provide pedestrian refuge
- Reduce turning radii
- Implement streetscaping

### Cost

**$631,990**

### Priority

| Benefit Score: | Phase: |
|---|---|
| 5 | 2 |



MOBILITY PLAN | Intersection Enhancements

## IS-4 Airport Road at Commons Drive

### Improvements

- Ensure safe and comfortable transition from Linear Park
- Add crosswalks across south leg of intersection
- Add pedestrian refuge at south median
- Improve existing crosswalks
- Reduce turning radii
- Remove “merge” area from Commons Dr and replace with bike lane or multi-use path

### Cost

**$66,983**

### Priority

| Benefit Score: | Phase: |
|---|---|
| 5 | 2 |

## IS-5 Commons Drive at Indian Bayou Trail

### Improvements

- Extend bike lanes on Commons Dr through the intersection to connect to future bike lanes on Indian Bayou Trail
- Ensure all roundabout legs have well-marked crosswalks

### Cost

**$38,798**

### Priority

| Benefit Score: | Phase: |
|---|---|
| 3 | 2 |





## IS-6 Benning Avenue at Sibert Ave, 1st St, & 4th St

### Improvements

- Add a roundabout or alternative intersection improvements
- Support shared use path on northwest side of Sibert Avenue
- Ensure accommodations for people on foot and bike

### Cost

**$1,201,471**

### Priority

| Benefit Score: | Phase: |
|---|---|
| 1 | 2 |

## IS-7 Stahlman Avenue at Kelly Street

### Improvements

- Explore the possibility of a roundabout
- Enhance pedestrian island into a more purposeful size and shape

### Cost

**$1,062,945**

### Priority

| Benefit Score: | Phase: |
|---|---|
| 1 | 3 |



MOBILITY PLAN | Intersection Enhancements

## IS-8 Calhoun Avenue at Sibert Avenue

### Improvements

- Enhance multimodal access between public parking and planned boardwalk under the bridge

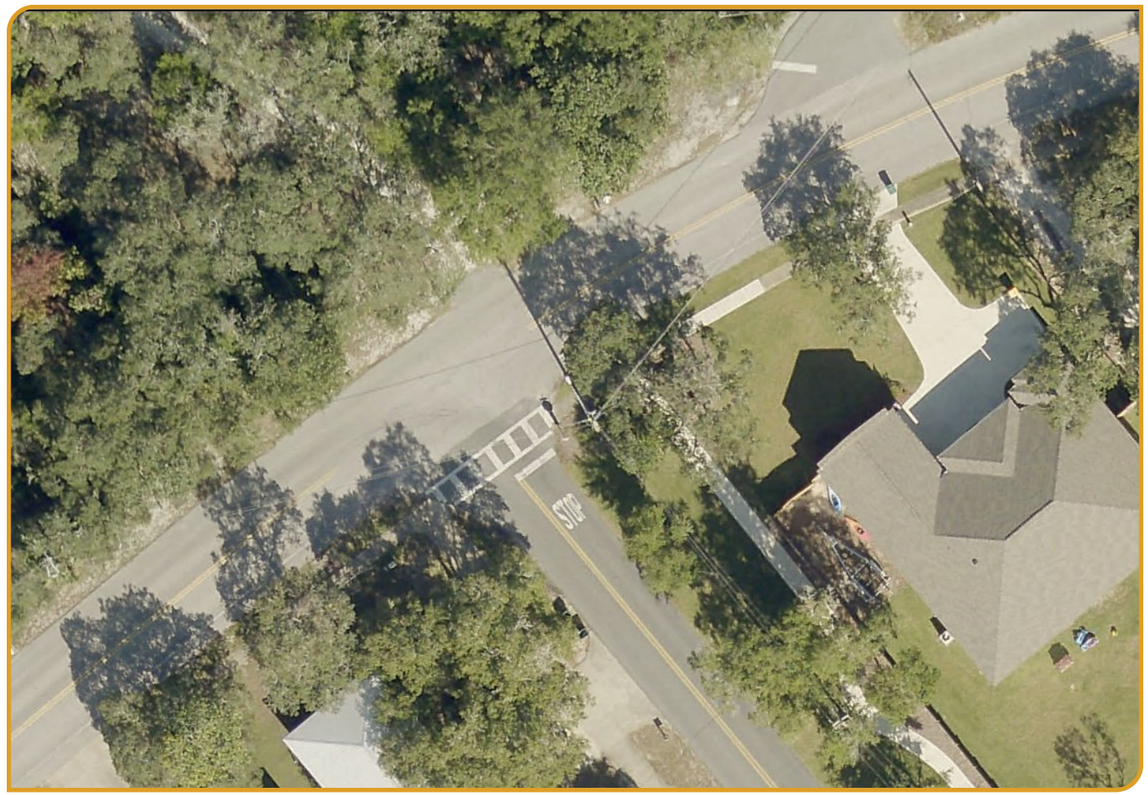
### Cost

**$19,399**

### Priority

| Benefit Score: | Phase: |
|---|---|
| 1 | 1 |

## IS-9 Calhoun Avenue at Kelly Street




### Improvements

- Add crossing on Calhoun Avenue with path project (west side of Calhoun Avenue)
- Repaint and mark existing bike lanes
- Three-way stop at the intersection

### Cost

**$20,668**

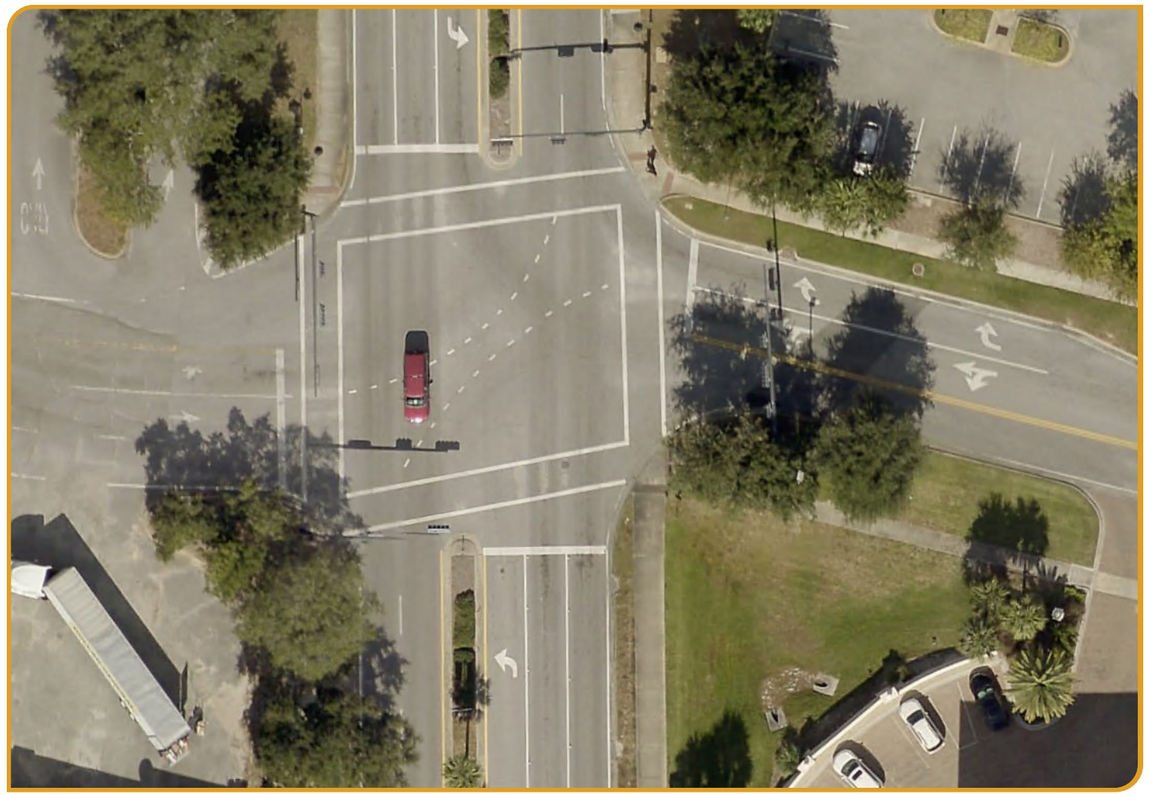
### Priority

| Benefit Score: | Phase: |
|---|---|
| 1 | 3 |





## IS-10 Main Street at 98 Palms Blvd



### Improvements

- Improve crosswalks
- Reduce turning radii
- Extend center median for pedestrian refuge
- Plan for connection to powerline easement to the north
- Build median on 98 Palms west of Main to reduce crossing distance

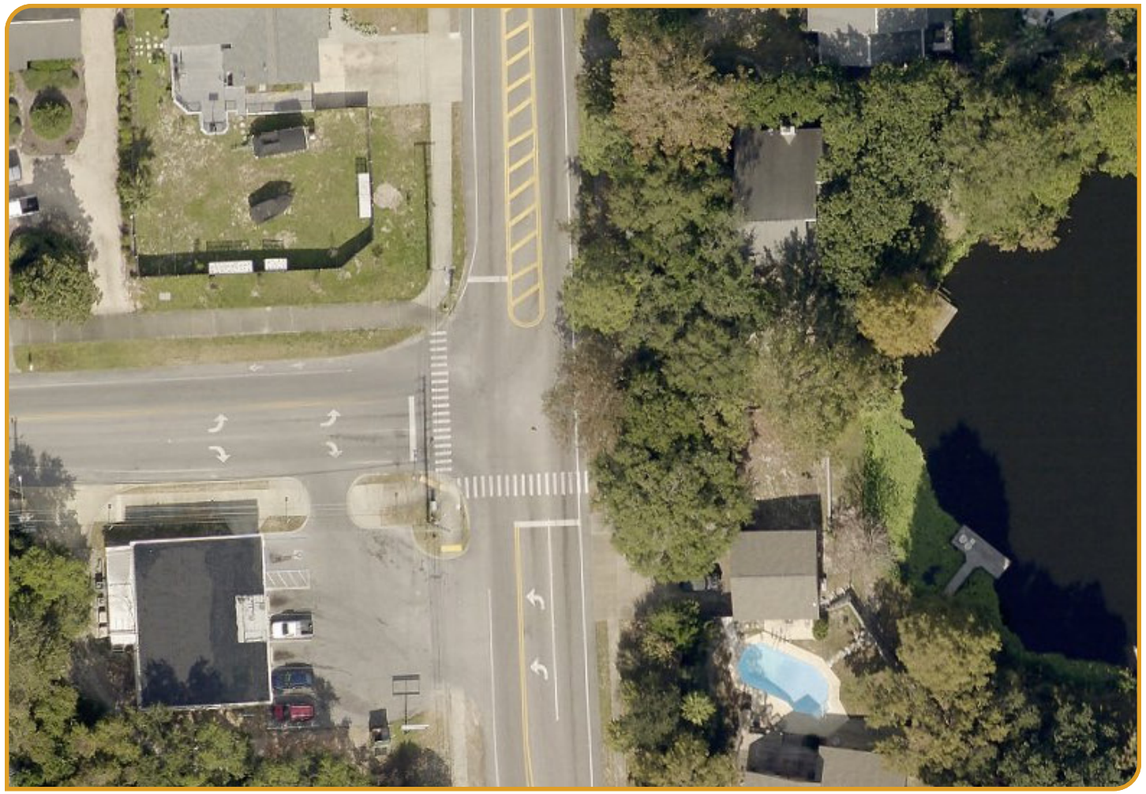
### Cost

**$566,135**

### Priority

| Benefit Score: | Phase: |
|---|---|
| 3 | 3 |

## IS-11 Main Street at Kelly Street



### Improvements

- Add crosswalk to north leg
- Add pedestrian refuges
- Introduce a painted crosswalk to memorialize victim
- In-ground flashing beacons and signage at crosswalks
- Reduce turn lanes to two travel lanes in each direction
- Extend bike lanes
- Reduce curb cut at convenient store

### Cost

**$240,253**

### Priority

| Benefit Score: | Phase: |
|---|---|
| 3 | 2 |



MOBILITY PLAN | Intersection Enhancements

## IS-12 Scenic 98 at Matthew Blvd

### Improvements

- Reduce turning radii
- Repaint and restamp faded crosswalks
- Continue to prioritize people on foot and bike
- Add streetscaping
- Complete missing crosswalks
- Add higher visibility signage, especially at uncontrolled intersections

### Cost

**$791,371**

### Priority

| Benefit Score: | Phase: |
|---|---|
| 1 | 3 |

## IS-13 Scenic 98 at Shirah Street

### Improvements

- Reduce turning radii
- Repaint and restamp faded crosswalks
- Continue to prioritize people on foot and bike
- Add streetscaping
- Complete missing crosswalks
- Add higher visibility signage, especially at uncontrolled intersections

### Cost

**$791,371**

### Priority

| Benefit Score: | Phase: |
|---|---|
| 1 | 3 |



MOBILITY PLAN | Intersection Enhancements

## IS-14 Scenic 98 at Pompano Street

### Improvements

- Reduce turning radii
- Repaint and restamp faded crosswalks
- Continue to prioritize people on foot and bike
- Add streetscaping
- Complete missing crosswalks
- Add higher visibility signage, especially at uncontrolled intersections

### Cost

**$791,371**

### Priority

| Benefit Score: | Phase: |
|---|---|
| 1 | 3 |

## IS-15 Gulf Shore Drive at Moreno Point Road

### Improvements

- Straighten crosswalk
- Remove unnecessary crosswalk
- ADA compliance

### Cost

**$9,217**

### Priority

| Benefit Score: | Phase: |
|---|---|
| 3 | 3 |





## IS-16 Gulf Shore Drive at Norriego Road

### Improvements

- Remove both crosswalks to create an ADA compliant crosswalk from Norriego Rd to Gulf Shore Dr

### Cost

**$9,217**

### Priority

| Benefit Score: | Phase: |
|---|---|
| 1 | 3 |

## IS-17 Signalization of Mattie M. Kelly Blvd at Airport Road

### Improvements

- Signalization

### Cost

**$772,480**

### Priority

| Benefit Score: | Phase: |
|---|---|
| 3 | 3 |





## IS-18 Signalization of Mattie M. Kelly Blvd at U.S. 98

### Improvements

- Signalization

### Cost

**$772,480**

### Priority

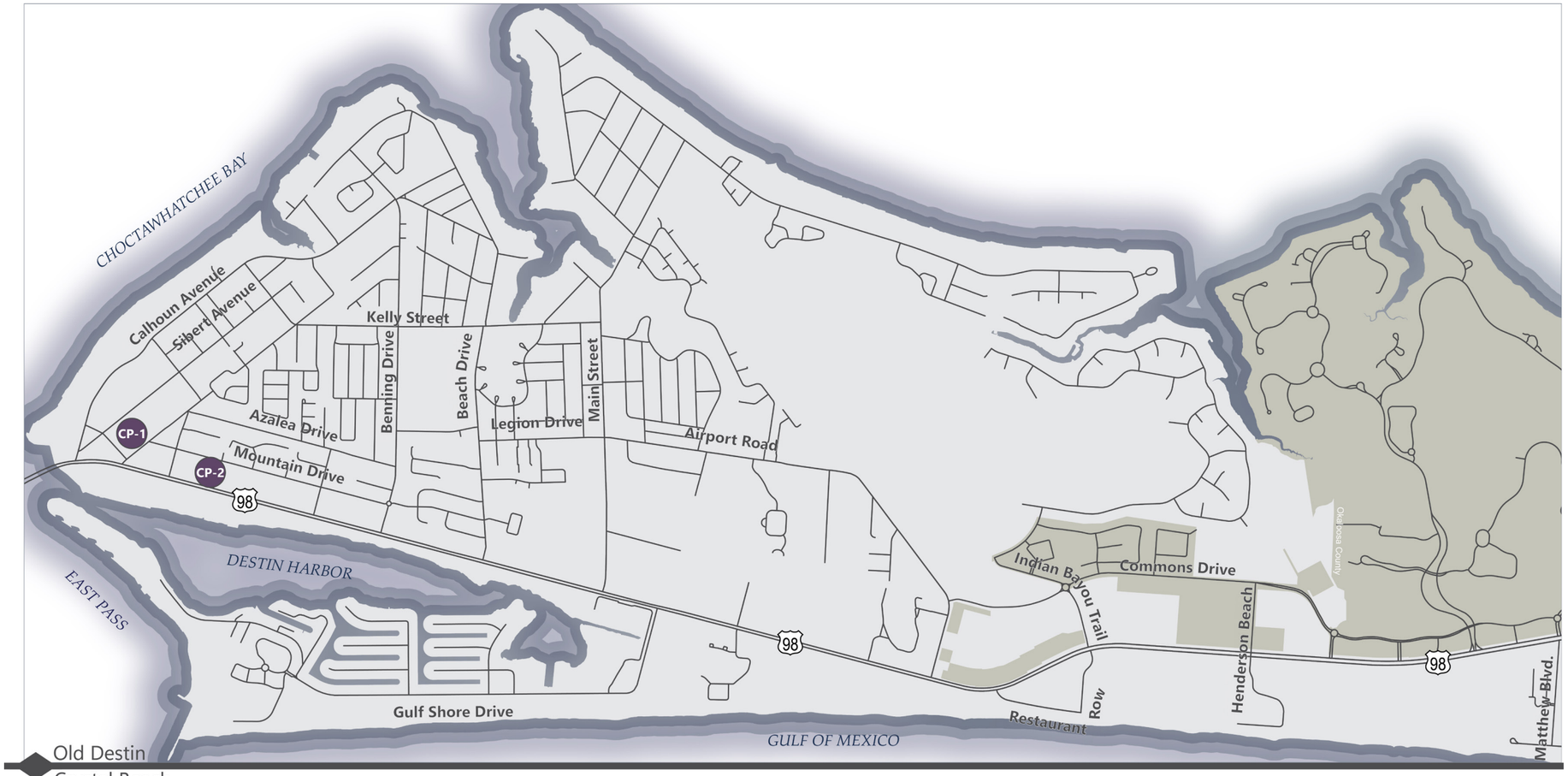
| Benefit Score: | Phase: |
|---|---|
| 5 | 3 |

# COMMUNITY PARKING

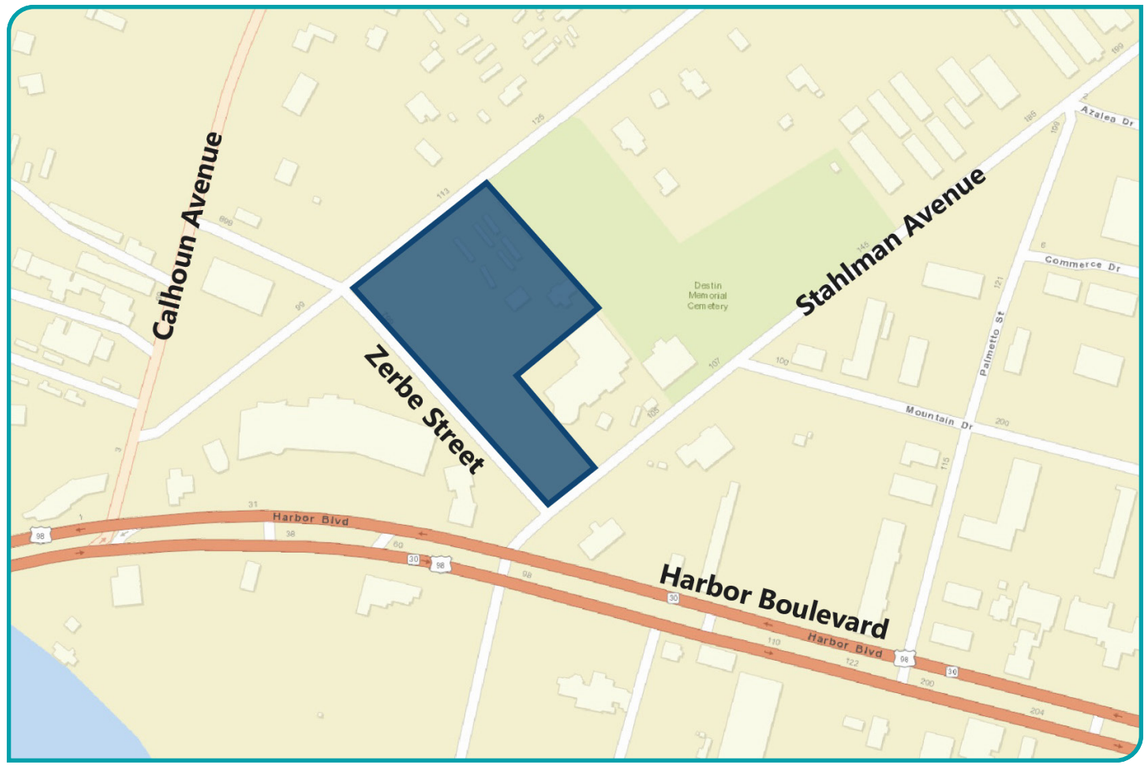
Public parking is a necessity for Destin, especially during peak months (mid-June through August). The Destin Harbor District has four public parking lots: Destin Community Center Pay-to-Park and Permit Parking, Destin Library (after business hours), Marler Street Pay-to-Park, and Zerbe Street Pay-to-Park. The City of Destin charges $5.00 per day with the exception of handicap parking. These lots are all within a 10 minute walk to Harbor Boardwalk which makes them convenient for users.

Investing in additional public parking is a priority for the City of Destin. Potential locations for expanding public parking options within the Harbor District include the Zerbe Street Lot and Marler Street Lot. Outside of the Harbor District, there is the potential for expanding parking at Crystal Beach. The total cost for all parking projects is 51.7 million dollars.

A parking deck at the Zerbe Street lot could be anywhere from 3-4 stories with up to 625 parking spaces. A parking deck at the Marler Street lot could be 3-4 stories with up to 350 parking spaces. Since this site is 2.12 acres, there would be additional space on the site which could be utilized as a new community center or activity space for residents of Destin to enjoy year-round. Lastly, there is an opportunity to expand public parking outside of the Destin Harbor District at Crystal Beach. The Crystal Beach parking project is a proposed parking lot with 250 parking spaces.



## Zerbe Street Parking Deck




### Details

Project:
CP-1
Name:
Zerbe Street Parking Deck
Location:
Zerbe Street at Sibert Avenue
Initiative:
Community Parking
Number of parking spots proposed:
625

### Cost

$31,772,869

### Priority

| Benefit Score: | Phase: |
|---|---|
| 5 | 1 |





## Marler Street Parking Deck

### Details

Project:
CP-2
Name:
Marler Street Parking Deck
Location:
Marler St at Mountain Dr and Harbor Blvd
Initiative:
Community Parking
Number of parking spots proposed:
350

### Cost

$18,442,179

### Priority

| Benefit Score: | Phase: |
|---|---|
| 5 | 2 |

## Crystal Beach Parking Lot

### Details

Project:
CP-3
Name:
Crystal Beach Parking Lot
Location:
Utility easement between Cobia St and Dolphin St
Initiative:
Community Parking
Number of parking spots proposed:
250

### Cost

**$1,501,500**

### Priority

| Benefit Score: | Phase: |
|---|---|
| 1 | 3 |

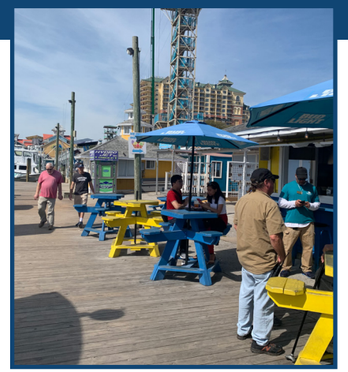
# 3.3 Project Prioritization

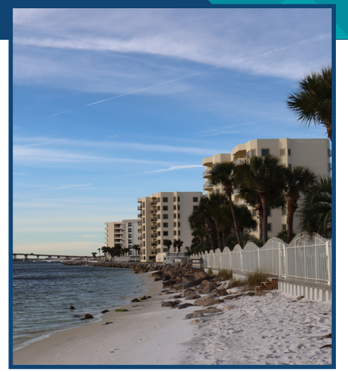
Each project has a prioritization score designed to help the City determine the order of implementation. These scores are calculated by combining a 'Benefit Score' with a 'Phase' assignment. The Benefit Scores are based on data such as crash history, level of service (LOS), and proximity to attractions. Projects are then preliminarily assigned to Phase 1, 2, or 3 based on their total score.

For new street projects, the Benefit Score reflects the reduction in distance traveled before and after the street's implementation. Bike and pedestrian projects are scored based on criteria from the 2009 Pathways Master Plan. Intersection enhancements receive a Benefit Score that averages the level of service (LOS) and crash history. Community parking projects are evaluated based on demand and proximity to key areas like population centers, employment hubs, and activity centers.

Once all projects had a Benefit Score, they were grouped and prioritized from high to low and then distributed into three phases. The Azalea Drive Extension project, which is part of the Cross Town Connector, is already underway, and therefore was automatically assigned to Phase 1. The initial rankings were presented to the Local Planning Agency, Parks and Recreation Committee, and the Public Works and Safety Committee. Each committee identified their top projects according to their specific goals and objectives.

The final project distribution and ranking by phase were established by combining the Benefit Score with the input from these committees. These rankings provide a strategic order for implementing mobility projects in Destin.

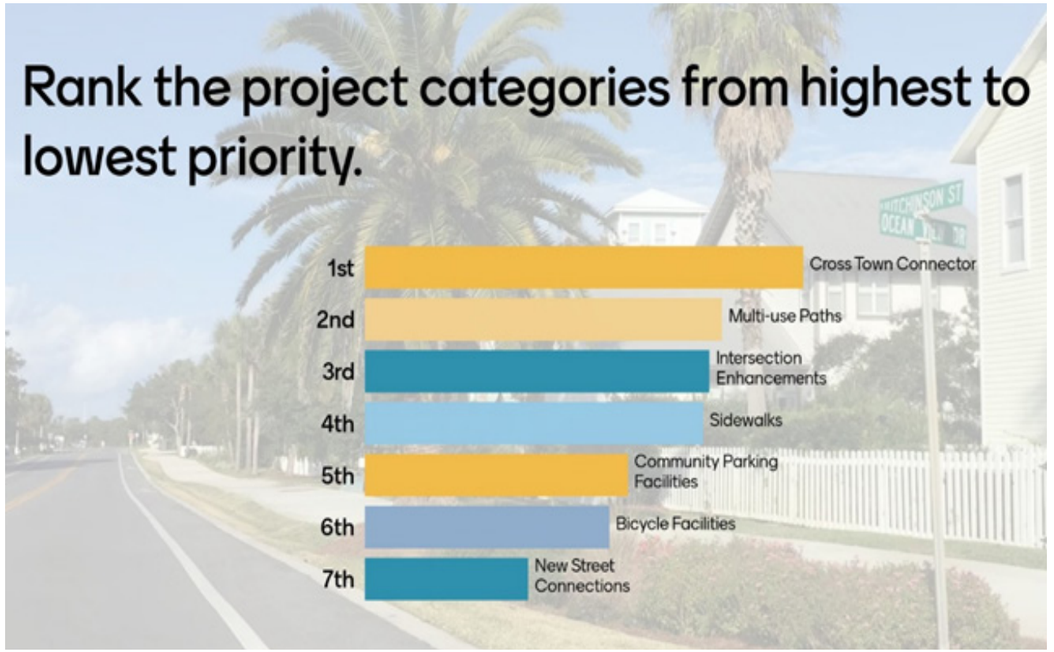




The City of Destin held a public open house on August 29, 2023 in the City Hall Annex to obtain public input on priorities for transportation improvements. Attendees reviewed the proposed projects, suggested additional projects, and voted to indicate which projects should be the City's highest priorities. The meeting began with an overview of the Mobility Plan and a presentation of existing conditions that informed the selection of projects to include in the Plan.

Meeting attendees first provided input on how they feel the categories of projects should be prioritized by the City. This showed four distinct tiers of priority:

- Top Priority – Cross Town Connector
- Second Tier Priorities – Multi-use paths, intersection enhancements, and sidewalks
- Third Tier Priorities – Community parking facilities and bicycle facilities
- Fourth Tier Priorities – New Streets



Next people gave their input on individual projects at four stations corresponding to broad project types – Connectivity, Bike/Pedestrian, Community Parking, and Intersection Enhancements. The top project priorities for each category are listed below.

- Cross Town Connector – Azalea Drive Extension
- Multi-Use Paths – Powerline easement path (west and east segments)
- Intersection Enhancements – Stahlman Avenue at Zerbe Street and Harbor Boulevard, Calhoun Avenue at Sibert Avenue, and Main Street at Kelly Street
- Sidewalks – Indian Trail, Mattie M. Kelly Boulevard, and Mountain Drive sidewalks
- Community Parking Facilities – Zerbe Street parking deck
- Bicycle Facilities – Indian Bayou Trail, Beach Drive, and Scenic 98/Restaurant Row bicycle lanes
- New Streets – 98 Palms Boulevard and Mattie M. Kelly Boulevard extensions

Meeting attendees also identified several other transportation improvements they would like to see included in the Mobility Plan, which are listed below.

- Indian Trail – New north side sidewalk from Bayou Drive to North Indian Trail
- Main Street – New sidewalk on the east side between Legion Drive and Kell Aire Drive.
- Restaurant Row – New sidewalk on the east side from public parking lot to U.S. 98.
- Indian Trail/High School Connector – New multi-use path from Indian Trail to Destin High School
- Indian Trail/Harbor Connector – New multi-use path from Indian Trail to the Harbor

The full results of the Open House meeting are included in the appendix.

## 3.4 Implementation

The priority scores provide guidance for the order in which to implement mobility projects in Destin. As needs change, rankings might shift as well. It is up to discretion of the City Council to decide which projects are necessary.

These mobility projects will be implemented over time using funding from the potential future mobility fee which intends to collect a one-time charge levied by the City on new developments to support an interconnected, multimodal transportation system. Fees are expected to vary for developers depending on land use and district. This fee would replace the transportation impact fee that was passed in 2009.

With the mobility fee, City Council will reevaluate project need and allocate funding to highest priority projects annually. Since the Cross Town Connector is already in the design/engineering phase, it is seen as a separate, high priority, necessary project. The Cross Town Connector will be implemented in phases instead of all at once.

The table below shows the financial breakdown of project types by phase.

| Phase | Estimated Total Cost | Project Types | | | | |
|---|---|---|---|---|---|---|
| | | Cross Town Connector | New Streets | Bike/ Ped | Intersection Enhancement | Community Parking |
| **Phase 1 2024 - 2032** | $61.8 million | 1 | 2 | 2 | 2 | 1 |
| **Phase 2 2033 - 2041** | $40.5 million | 4 | 3 | 21 | 6 | 1 |
| **Phase 3 2042 - 2050** | $49.5 million | 2 | 2 | 9 | 10 | 1 |
| ***Total*** | ***$152 million*** | ***7*** | ***7*** | ***32*** | ***18*** | ***3*** |

Chapter 4

# Existing Conditions Report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## 4.1 SUMMARY


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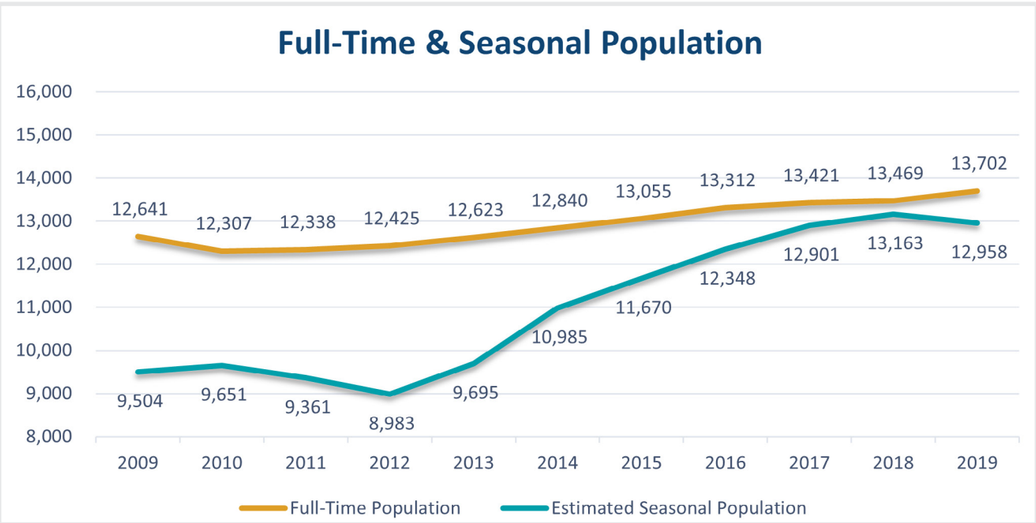
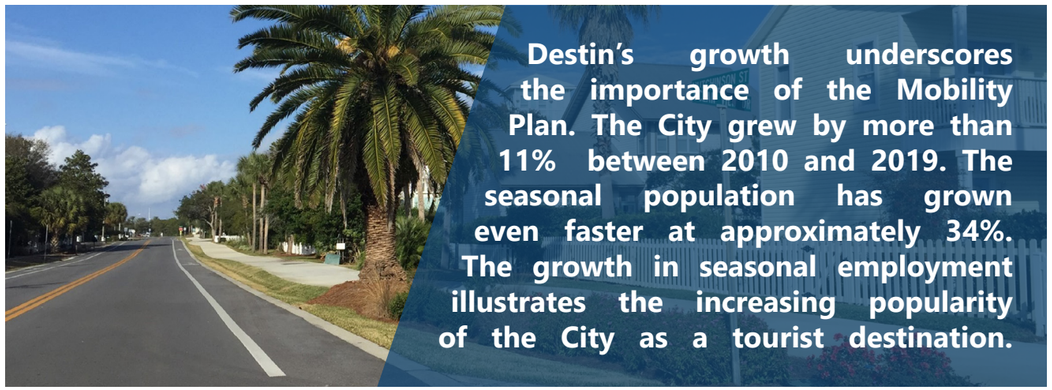
# SUMMARY

The purpose of the Mobility Plan is to establish long term transportation needs and responsive projects that will facilitate safe and effective movement of people to and around the City of Destin. The City's implementation of this plan, supported by a potential up-to-date mobility fee, will help ensure proper maintenance of transportation network capacity over the long term. This section documents the existing transportation conditions and influences that impact the functionality of motor vehicles, bicycle and pedestrian circulation, transit service, and transportation safety within Destin. The issues and opportunities described in this section of the Plan informed the development of recommended transportation improvement projects.

## Population and Employment





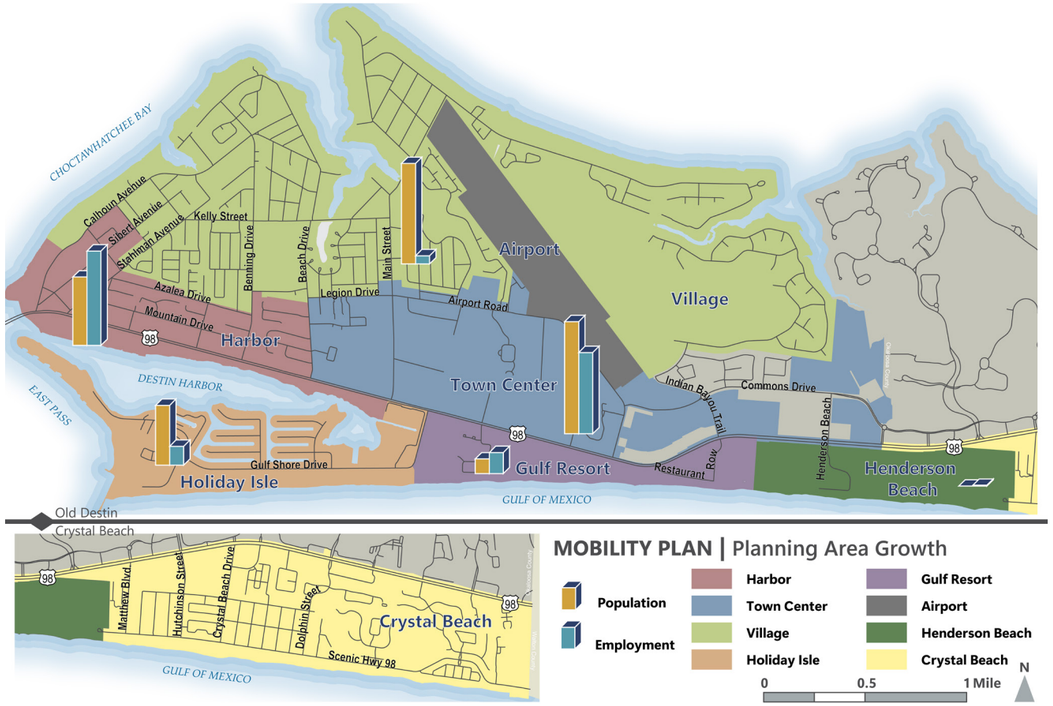

## Population and Employment Forecast

Destin is forecast to continue growing through 2050, which will affect future transportation demand, performance, and investment needs. The full-time and seasonal population growth is expected to generate demand for more than 1,000 new housing units by 2050. The forecast growth will in turn increase travel in the City, which the projects in this plan are intended to accommodate.

***Destin Population & Employment Forecast Growth 2020 to 2050***

| | Full Time Population | Seasonal Population | Housing Units | Hotel/ Motel Rooms | Employment |
|---|---|---|---|---|---|
| **Net Change** | 2,127 | 1,890 | 1,022 | 547 | 1,239 |

The citywide forecast was sub-allocated to 8 planning areas. Population growth is forecasted for six of the eight planning areas, with Town Center Commons and Village Planning Areas combining for half of all full-time population growth. The Harbor and Town Center Commons areas are expected to be the main focus of employment growth through 2050. Hotel and motel units are concentrated most heavily in Town Center Commons, whereas seasonal population generally follows full-time population.



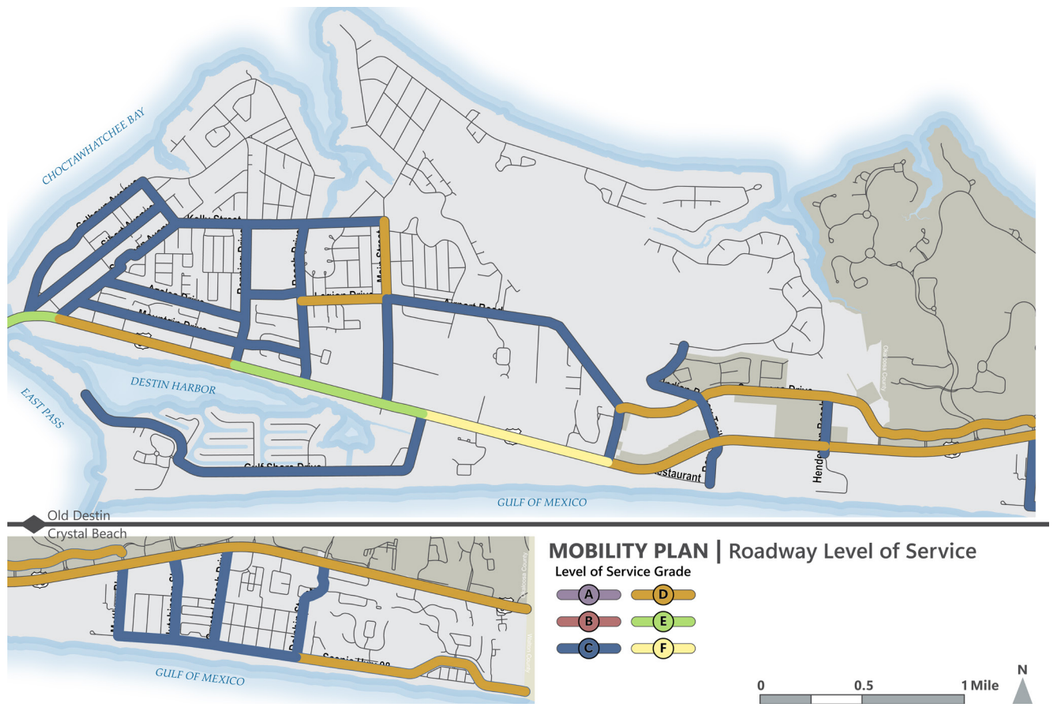



## Traffic

The City's growth is a challenge because existing traffic conditions are causing significant congestion during peak travel hours. Level of service (LOS) is a measure that provides insight into a roadway's performance. LOS describes roadway performance using a letter from A to F, with A indicating the best performance and F the worst. Among the key takeaways from traffic analysis are the following:

- None of the City's collectors fall below an LOS D standard, which is generally considered to be an acceptable level of service during the peak hour of the day.
- However, several segments of U.S. 98 on the eastern side of Destin are operating at LOS E and one segment (Gulf Shore Drive to Airport Road) is operating at LOS F. This underscores the importance of the Crosstown Connector for providing local traffic with a relief valve to U.S. 98 during the busiest periods of the day.
- The additional travel generated by population and employment growth in 2050 would cause unacceptable conditions on many roadways in the absence of transportation improvements. Among the options for improving the transportation network's performance are better connectivity, which will provide more options for travelers to avoid U.S. 98, intersection improvements to reduce delay and improve safety, and shifting people to other modes of travel, such as walking, biking, and transit.

The map below shows 2021 LOS for U.S. 98 and collector roadways in Destin.

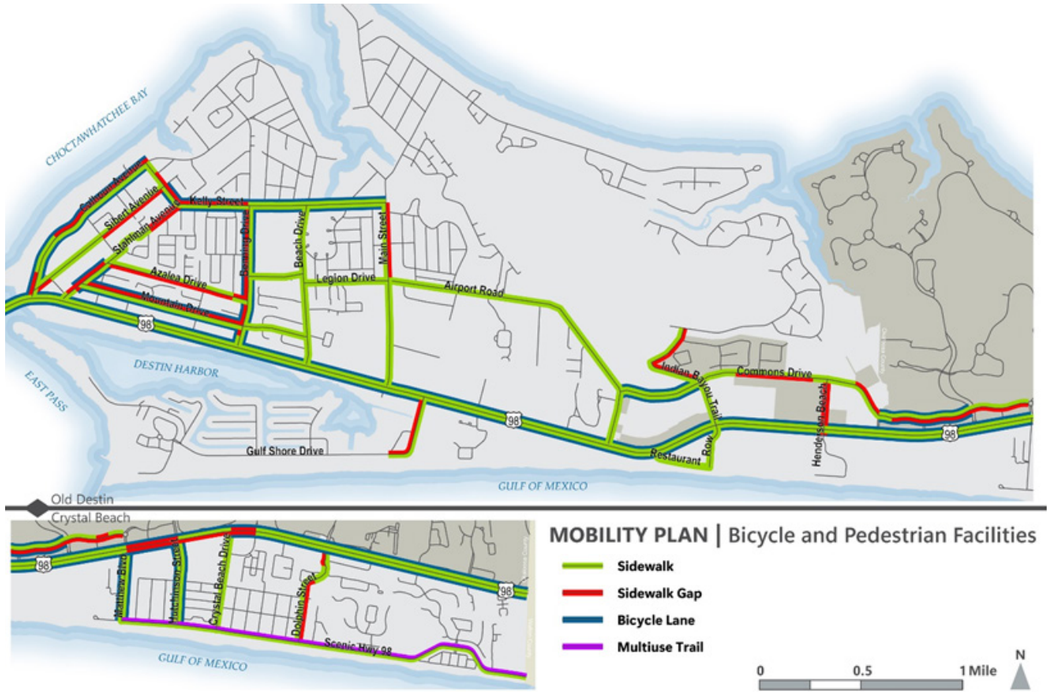


## Multimodal

Vehicular LOS is only one way of considering a roadway's performance, and a limited one at that. Many people walk, roll, bike, and use transit to reach destinations across the City. The City's adoption of a multimodal transportation district (MMTD) in 2006 changed the game. Rather than requiring all development to support a vehicular LOS standard, the multimodal transportation district elevated the importance of bicycle, pedestrian, and transit performance. The MMTD meant that all developments located in the MMTD had to contribute to the bicycle, pedestrian, and transit network to minimize vehicle trips and provide options for travel. Destin has two MMTDs – Old Destin and Crystal Beach – that cover a large portion of the City's collector roadway network.

The advent of the MMTD meant that Destin began setting a standard and tracking performance for multimodal level of service (MMLOS). The standards adopted in 2020 are B for bicycle, B for pedestrian, and C for transit. While most of the network falls short of those standards, the City has made progress towards better MMLOS since 2006 by adding many new sidewalks and bicycle facilities.

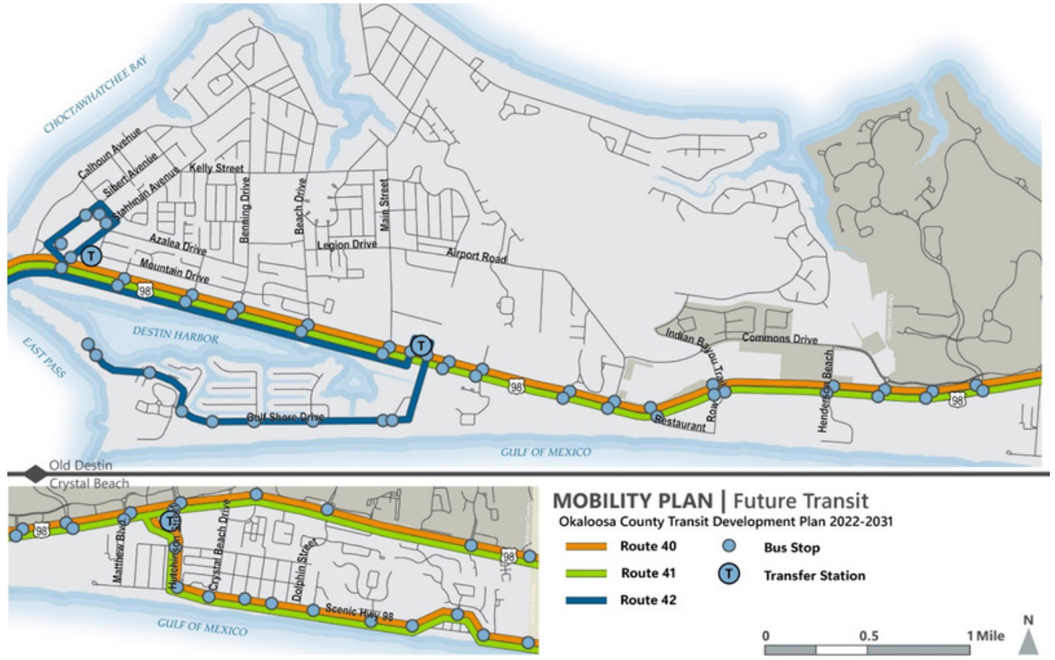
The map below shows the City's bike and pedestrian network along its collector roadways and U.S. 98. It also shows gaps for the pedestrian network. Filling these gaps through the projects included in the Mobility Plan would support achievement of the City's MMLOS standards.






## Transit

Transit is not a frequently used mode of travel in Destin. However, some workers rely on transit to get to and from jobs in the City, and transit can help people park once and traverse the City's numerous tourist destinations on foot. But national and statewide trends in transit use point to limited opportunity to shift significant numbers of travelers from cars to transit within Destin. In fact, transit ridership on the EC Rider system that serves Destin with three fixed route services has been declining steadily since 2013, with an especially sharp decline brought since the COVID pandemic began in 2020.




Destin's services are focused on moving commuters to and from job destinations along U.S. 98 and Gulf Shores Drive. The system is expected to continue serving commuters via routes traversing U.S. 98 and Gulf Shores Drive, but with streamlined services that are expected to attract more riders. Among planned improvements in EC Transit's Transit Development Plan for 2022 to 2031 that will affect Destin are:

- Replace the "Beach Routes" 20, 30, 32, and 33 with new Routes 40, 41, and 42, which will reduce the number of transfers required to traverse U.S. 98, increase bus stops, and streamline routing (see the map above). This change is expected to more than double ridership by 2031 relative to a "no-build" scenario where the routes are unchanged. This improvement is scheduled for 2024.
- Upgrade Saturday service by running all routes at the same frequency and service levels as weekdays. The proposed implementation year is 2027.
- Increase evening service by adding one full cycle to the existing span on weekdays for all routes.

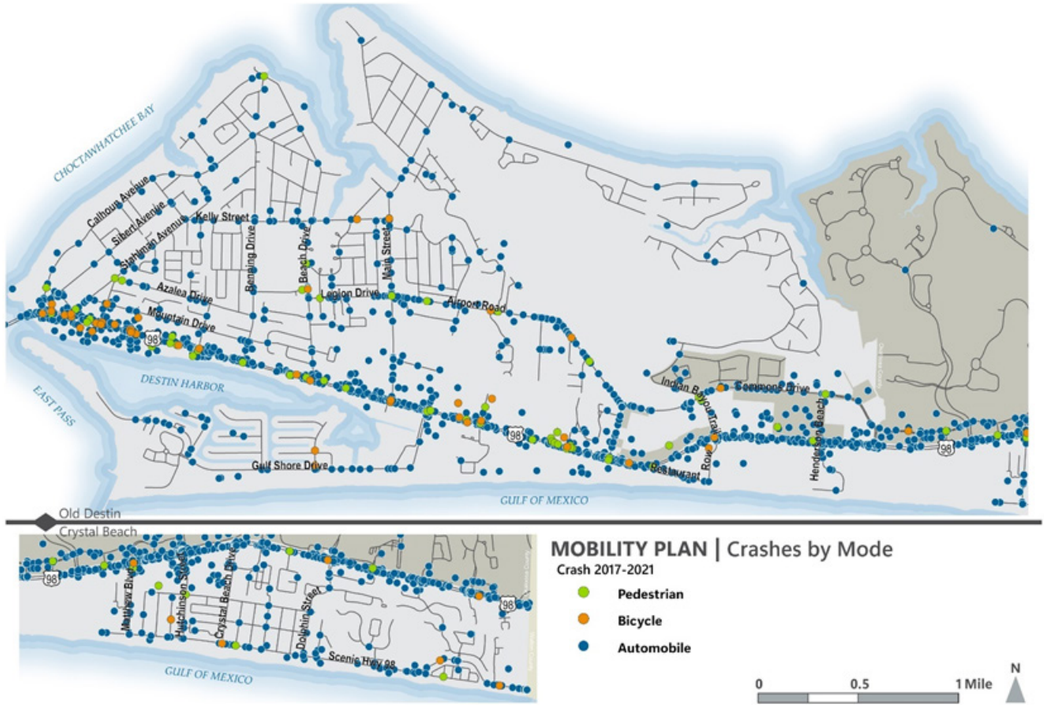
## Safety

Crashes are a significant issue across Florida. The most severe crashes in Destin – resulting in a serious injury or fatality – are concentrated on U.S. 98, particularly on the western and eastern thirds. The roadways that comprise the Crosstown Connector also stand out for crashes. The upcoming projects to improve these roadways so they can function as a relief valve for U.S. 98 congestion are also an opportunity to improve safety.

Overall the crash trend in Destin has been down since 2017. This runs counter to national and regional trends, which have seen crashes grow with the exception of 2020 when travel was down due to the COVID pandemic. Time will tell if the local downward trend will continue or if it was a statistical anomaly. Regardless of the trend, the absolute number of crashes in Destin remains high, and the human and economic cost is high too. Designing roadways that are safe for users of all ages and abilities is an important strategy that would enhance quality of life and help strengthen Destin's already outstanding reputation as a home and a tourist destination.

Addressing safety will require the City to collect more data on the specific causes and situations that led to crashes. The federal government's increased interest in safety planning and implementation at the local level is an opportunity. Planning and implementation grants are available from the Federal Highway Administration. Obtaining a grant can help the City dig deeper into the causes and identify viable solutions for reducing crashes citywide.

The map below shows where crashes were concentrated between 2017 and 2021.



## Summary

**Destin is a desirable community that is expected to keep growing, just like our neighboring communities. The addition by 2050 of more than 2,000 full-time residents, nearly 2,000 seasonal residents, and more than 1,000 jobs will cause more travel on roadways that are already congested during peak periods. The Mobility Plan is the City's strategy for keeping congestion to a manageable level by investing in roadway improvements that can provide for more route options (connectivity), improve safety and performance, and give people more options to walk, bike, and use transit. The rest of this report describes in more detail the population and employment forecasts, transportation system performance, and other key issues that the mobility plan will need to address.**

## 4.2 DEMOGRAPHICS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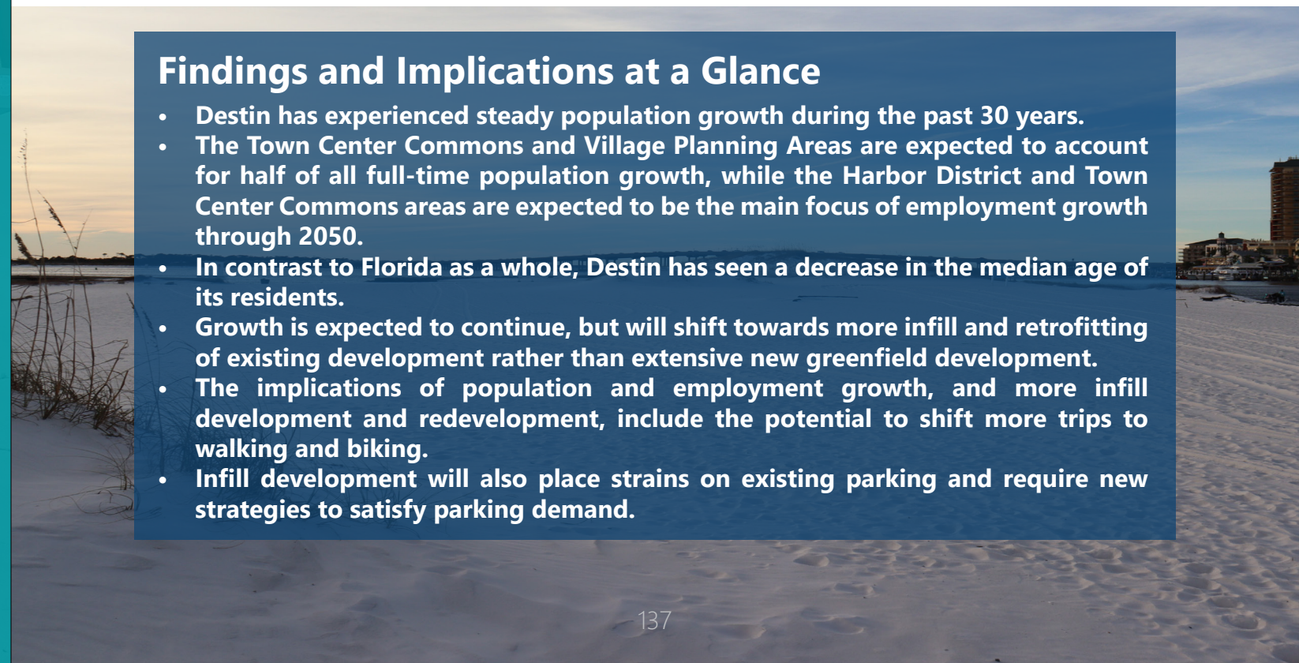
# DEMOGRAPHICS

The City's demographics have had (and will have) a significant impact on the transportation system. Where, when, and how Destin's full-time and seasonal population and employment are accommodated will have significant impacts on mobility and the infrastructure to support it.

The Destin population and employment forecast methodology is based on a thorough review of available data for a range of socioeconomic and demographic criteria. Primary data sources include two Census products, the American Community Survey (ACS) and the Longitudinal Employer-Household Dynamics (LEHD); GIS data from City, County, and statewide sources; existing parcel data; the Northwest Florida Regional Planning Model (NWFRPM) version 2.1; and others. The forecasting methodology, in general, evaluates what Destin is like now, how Destin has been changing over the past couple decades, and what are the likely drivers of future change. Population-focused forecasts utilize both a more top-down forecasting method, using Okaloosa County forecasts as a basis for determining Destin's growth prospects, as well as a more bottom-up approach using local growth trends, occupancy patterns, land use policies, and available development and redevelopment capacity to forecast future growth.

Employment-focused forecasts were developed for three sub-categories: retail, commercial, and industrial. An analysis of existing and historical employment suggested that tying employment growth to population growth would yield the most defensible forecast, as much of Destin's economy now rests on population and visitation. Citywide growth was then sub-allocated to eight planning areas, guided in large part by existing area characteristics, land use policies, historical change, and local knowledge about development and redevelopment potential.

This section summarizes the past, current, and expected future population and employment to document trends and estimated growth that will have an impact on citywide mobility. This includes the number of residents (full and part-time), ages, income, employment, and housing.



## Findings and Implications at a Glance

- **Destin has experienced steady population growth during the past 30 years.**
- **The Town Center Commons and Village Planning Areas are expected to account for half of all full-time population growth, while the Harbor District and Town Center Commons areas are expected to be the main focus of employment growth through 2050.**
- **In contrast to Florida as a whole, Destin has seen a decrease in the median age of its residents.**
- **Growth is expected to continue, but will shift towards more infill and retrofitting of existing development rather than extensive new greenfield development.**
- **The implications of population and employment growth, and more infill development and redevelopment, include the potential to shift more trips to walking and biking.**
- **Infill development will also place strains on existing parking and require new strategies to satisfy parking demand.**

# Population

**This section summarizes changes in population and visitors over the last few decades. Destin's steady growth in full-time residents and visitors contributes significanly to the need for transportation improvements. The ability of the City's residents and visitors to safely and effectively travel throughout the city depends on accommodating this development in efficient locations and serving it with a range of transportation options.**

## Full-time Population

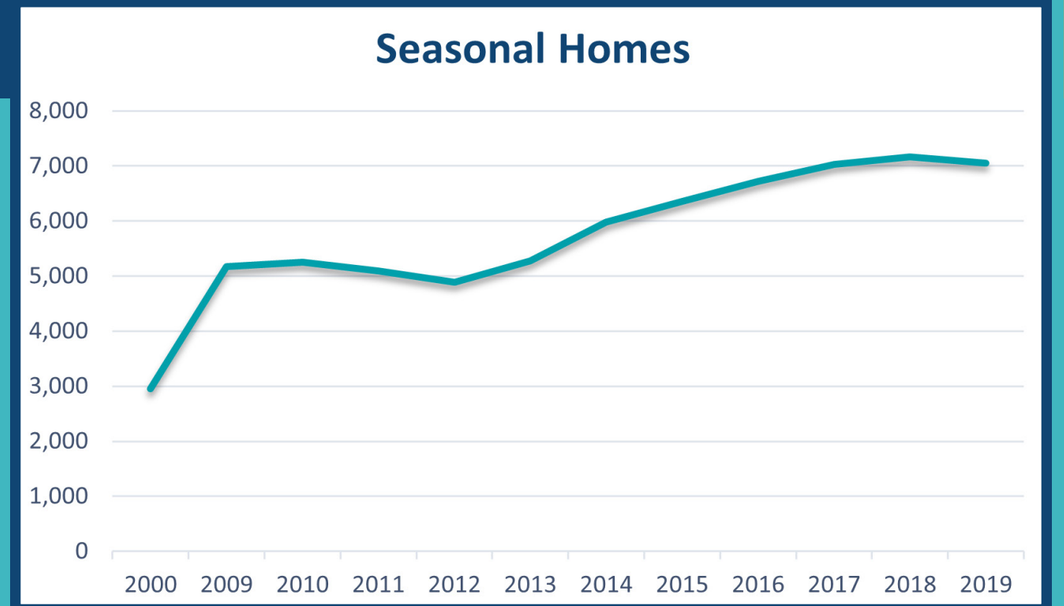
Destin has experienced steady and expansive growth over the past 30 years. The City experienced its most rapid growth in the 1990s, with lower but still steady growth since. This is reflected in the large difference in 1990-2019 population change found in Destin as opposed to Okaloosa County as a whole. Since 2010, Destin's growth has begun to lag behind the County's, at around 11% compared to Okaloosa at 17%.

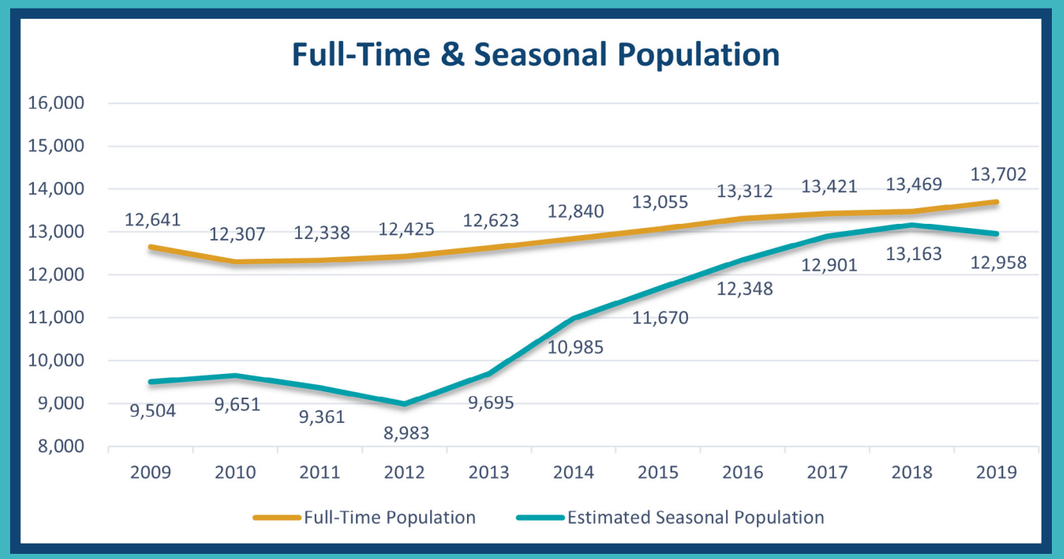
| Jurisdiction | 1990 | 2000 | 2010 | 2019 | 1990-2019 % Change | 2010-2019 % Change |
|---|---|---|---|---|---|---|
| **Destin** | 8,064 | 11,213 | 12,305 | 13,702 | 70% | 11% |
| **Okaloosa County** | 143,776 | 170,498 | 180,822 | 210,738 | 47% | 17% |

## Seasonal Population

Seasonal population is an important component of Destin's overall population profile. While seasonal population data are not explicitly provided by any data source, it can be estimated using Census data on housing unit vacancy and household size by age of the householder. The number of seasonal homes is presumed to be equal to the number of homes listed as vacant for seasonal use. The number of seasonal homes has risen from under 3,000 in 2000 to more than 7,000 in 2019. There has been a spike in seasonal homes over the last half-decade, since the end of the recession in the 2010s, mirroring the growth in seasonal homes between 2000 and 2009. Population in these homes is estimated assuming seasonal home dwellers are generally older and have smaller households, which equates to approximately 13,000 seasonal residents, up from 9,500 at the beginning of the decade.



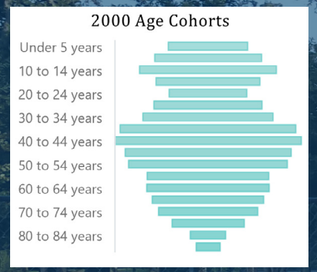


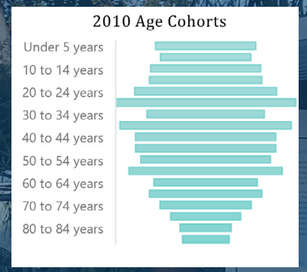



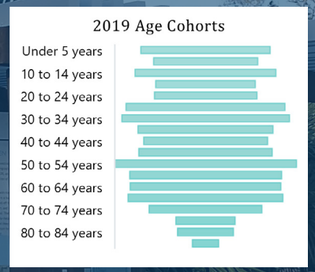
## Resident Age

**Age of population can influence future population growth patterns. Florida as a whole continues to see its median age increase, but Destin has not exhibited this same pattern. In fact, the 2020 median age estimate of 41.9 is less than the City's 2000 median age of 42.4. Florida's median age reported by the Census Bureau for 2020 was 42.2.**

**A more detailed examination of population by age reveals a changing populace in Destin. In 2000, the population was decidedly older; the 40-44 age group was largest, and the population 40 and up was predominant. By 2010, there was less differentiation in the five-year age bands, with growth in both the youngest and oldest cohorts. In 2019, ages are more stratified, with 50-54 now the largest age bracket, but 25-35 brackets notably larger than prior years.**




## Income

***Annual Median Household Income ($)***

| | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Destin** | 62,857 | 65,650 | 63,716 | 61,903 | 63,750 | 66,324 | 66,148 | 68,078 | 71,407 | 75,486 | 79,000 |
| **Niceville** | 67,628 | 66,658 | 63,864 | 64,280 | 62,614 | 62,538 | 58,954 | 60,497 | 66,505 | 72,857 | 76,823 |
| **Miramar Beach** | 68,385 | 62,963 | 64,408 | 56,845 | 55,139 | 52,651 | 50,208 | 59,087 | 64,429 | 65,435 | 70,069 |
| **Valparaiso** | 41,814 | 42,841 | 43,798 | 52,063 | 57,765 | 60,591 | 51,082 | 51,563 | 57,269 | 55,882 | 57,316 |
| **Fort Walton Beach** | 47,209 | 46,974 | 47,282 | 47,228 | 47,761 | 49,552 | 47,149 | 50,091 | 52,107 | 50,666 | 54,330 |
| **Okaloosa County** | 49,207 | 51,529 | 49,158 | 52,787 | 55,139 | 57,640 | 55,659 | 60,866 | 61,866 | 63,997 | 64,222 |
| **Florida** | 47,450 | 44,409 | 44,299 | 45,040 | 46,036 | 47,463 | 49,426 | 50,860 | 52,594 | 55,462 | 59,227 |



Destin has higher median incomes than its neighbors, and higher than Okaloosa County or Florida as a whole. Destin has had the highest median incomes of any jurisdiction listed in the table above, and this has generally been the case since the end of the recession in 2009. The incomes in this table reflect only full-time residents. Seasonal residents may very well have higher median household incomes, but these data are not available.

While income is not a leading indicator of growth historically, high incomes are sought by the development community and this can lead to increased pressure for new construction or redevelopment if the private sector identifies Destin as having high consumer demand.

## Employment

The Census's Longitudinal Employer-Household Dynamics (LEHD) dataset has provided annual employment data since 2002. Between 2002 and 2017 Destin saw employment fluctuations, primarily associated with the recession of 2007-2009, but employment climbed steadily upward after 2011 and reached its highest level in 2017 (the final year data are available). Between 2002 and 2017, employment in Destin rose 12%, from 11,700 to 13,100. Since 2011 - the nadir following the recession - employment has risen 22%. However, this growth has not been consistent across job types. Lower paying jobs in accommodation, food service and administrative support have become increasingly predominant, while office jobs like real estate, finance, and professional services have stagnated or declined.

### *Destin Employment by Job Type*

| Job Type (NAICS) | 2002 | 2017 | % Change |
|---|---|---|---|
| Accommodation and Food Services | 3,072 | 4,678 | 52% |
| Retail Trade | 2,881 | 2,222 | -23% |
| Real Estate and Rental and Leasing | 1,740 | 831 | -52% |
| Construction | 561 | 522 | -7% |
| Other Services (excluding Public Administration) | 521 | 525 | 1% |
| Professional, Scientific, and Technical Services | 496 | 469 | -5% |
| Finance and Insurance | 449 | 522 | 16% |
| Health Care and Social Assistance | 417 | 457 | 10% |
| Administration & Support, Waste Management and Remediation | 354 | 819 | 131% |
| Arts, Entertainment, and Recreation | 260 | 484 | 86% |
| Transportation and Warehousing | 213 | 171 | -20% |
| Wholesale Trade | 199 | 151 | -24% |
| Public Administration | 152 | 153 | 1% |
| Information | 114 | 107 | -6% |
| Manufacturing | 113 | 91 | -19% |
| Utilities | 87 | 77 | -11% |
| Educational Services | 21 | 13 | -38% |
| Management of Companies and Enterprises | 20 | 45 | 125% |
| Agriculture, Forestry, Fishing and Hunting | 12 | 4 | -67% |
| Mining, Quarrying, and Oil and Gas Extraction | 0 | 8 | N/A |
| Total | 11,682 | 12,349 | 6% |



Summarized into retail/commercial, industrial, and office uses, a small but important shift is noticeable.

### *Destin Employment Mix Summary*

| Employment Type | 2012-2017 | Pre-2009 |
|---|---|---|
| Retail/Commercial | 60% | 53% |
| Industrial | 9% | 11% |
| Office | 31% | 36% |

Before 2009, more than one-third of jobs were office-based, and nearly half of all jobs were non-service oriented. Since the recession of a decade ago, Destin's employment base has shifted towards retail and commercial jobs, now comprising three jobs in five. This means that much of Destin's employment base is dependent on local residents and visitors. If this trend holds, this ties employment growth more closely to population growth, as only population increases would prompt retail and commercial employment growth.

Accompanying the change in job type is a change in the ratio of population change to employment change. Between 2003 and 2018 employment grew more slowly than population. Employment is in general more volatile than population, so there is some volatility in the ratio of employment change to population change in the three time periods listed below. The average of these three ratios is just over 0.5 (i.e. 1 new job per 2 new residents).

### *Destin Population and Employment Summary*

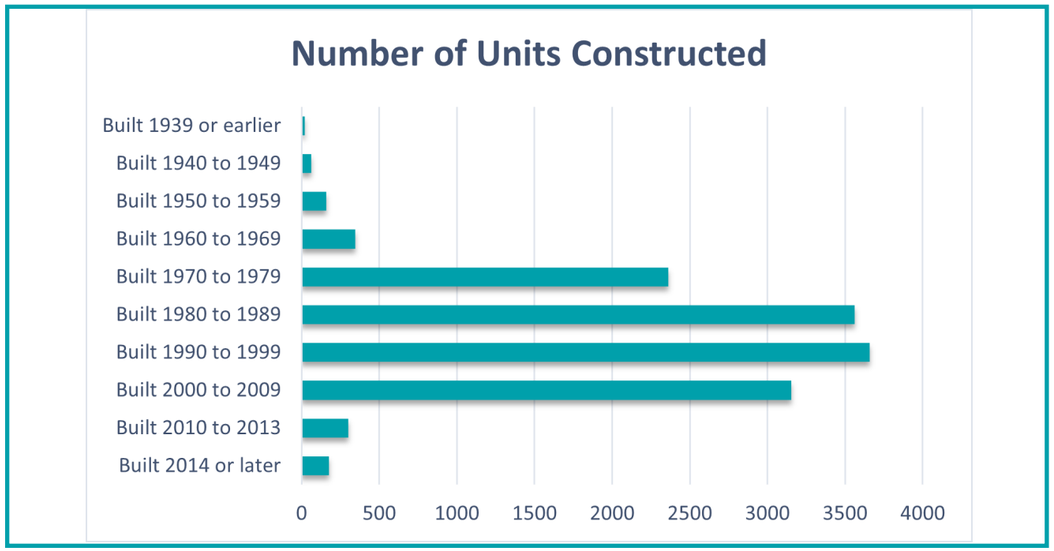
| | 2003-2018 | 2009-2018 | 2013-2018 |
|---|---|---|---|
| Employment Change | 667 | 733 | 642 |
| Population Change | 2,365 | 1,452 | 829 |
| Emp/Pop Change Ratios | 0.39 | 0.50 | 0.77 |

# Housing

Destin is nearing full capacity of its existing housing stock. While the Census lists Destin's vacancy rate as exceedingly high, with more than 8,000 of Destin's 13,800 housing units classified as vacant in the 2019 American Community Survey , much of this vacancy is due to seasonal use. Extracting seasonal homes from vacancy calculations shows a more accurate vacancy rate and number of units available for new residents. In 2009, 17% of units were vacant for reasons other than seasonal use. Since 2016, that number has remained at 6 to 7%.

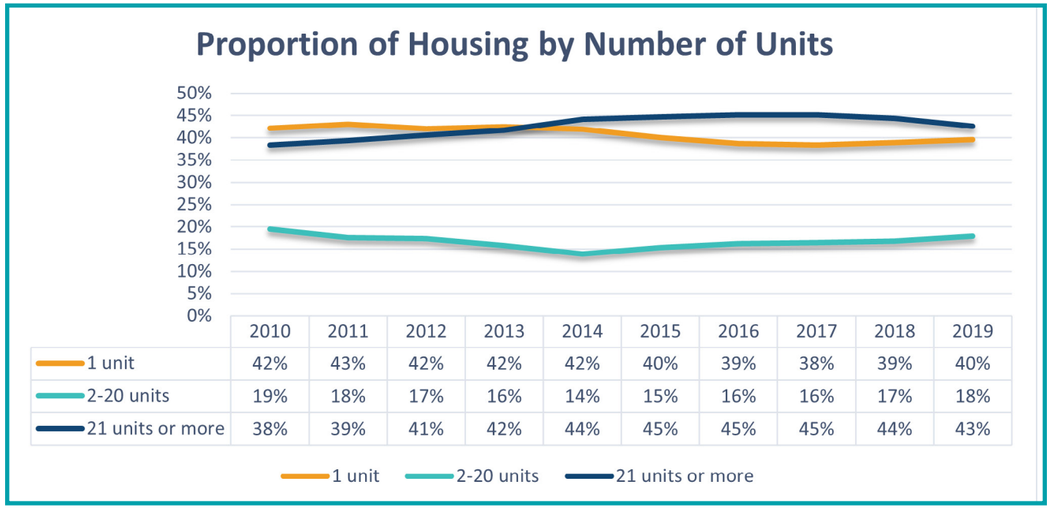
| | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Housing Units** | 12,945 | 12,979 | 12,981 | 13,217 | 13,290 | 13,304 | 13,448 | 13,563 | 13,677 | 13,696 | 13,800 |
| **All vacant** | 7,409 | 7,831 | 7,955 | 8,023 | 7,850 | 7,760 | 7,746 | 7,673 | 7,792 | 7,972 | 8,022 |
| **Seasonal homes** | 5,174 | 5,254 | 5,096 | 4,890 | 5,278 | 5,980 | 6,353 | 6,722 | 7,023 | 7,166 | 7,054 |
| **Adjusted vacancy** | 2,235 | 2,577 | 2,859 | 3,133 | 2,572 | 1,780 | 1,393 | 951 | 769 | 806 | 968 |
| **Adjusted vacancy rate** | **17%** | **20%** | **22%** | **24%** | **19%** | **13%** | **10%** | **7%** | **6%** | **6%** | **7%** |

Meanwhile, Census data indicates that fewer than 500 new units were built between 2010 and 2019, while well over 3,000 were built in each of the prior three decades , showing a significant slowdown in housing construction.






Over the past decade, there has been a change in the type and intensity of housing with an increase in Destin's housing stock in complexes of 20+ units. Between 2010 and 2017 the stock of units in large complexes rose from 38% to 45%. That dropped slightly to 43% in 2019, but this still suggests either the emergence of a new demographic type that the housing market is responding to or the market finally tapping into latent market demand.




| | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 unit | 42% | 43% | 42% | 42% | 42% | 40% | 39% | 38% | 39% | 40% |
| 2-20 units | 19% | 18% | 17% | 16% | 14% | 15% | 16% | 16% | 17% | 18% |
| 21 units or more | 38% | 39% | 41% | 42% | 44% | 45% | 45% | 45% | 44% | 43% |

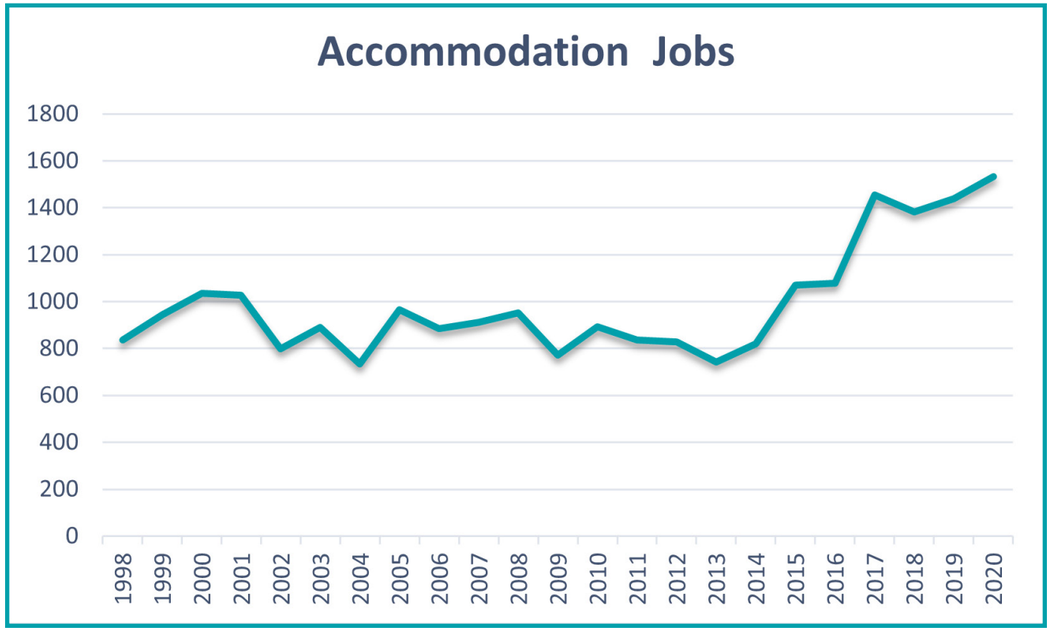
**Short Term Rental Units**

Destin has a robust tourism industry supported by a large number of hotel, motel, and short-term rental properties. Data on 2016 hotel / motel units registered with the Florida Department of Business and Professional Regulation (DBPR) shows more than 3,500 units in over 160 buildings. Most of the units are in larger structures, while most structures are smaller.

***Destin Hotel/Motel Rentals***

| Units in Structure | Total Units | Total Structures |
|---|---|---|
| **100+** | 1,870 | 11 |
| **10 - 100** | 1,450 | 33 |
| **Under 10** | 187 | 118 |
| **Grand Total** | 3,507 | 162 |

No longitudinal data on hotel units was uncovered during this work, but LEHD data on accommodation jobs (NAICS 721) shows a marked increase since 2016 after nearly two decades of stable employment.






## 4.3 2050 GROWTH FORECAST

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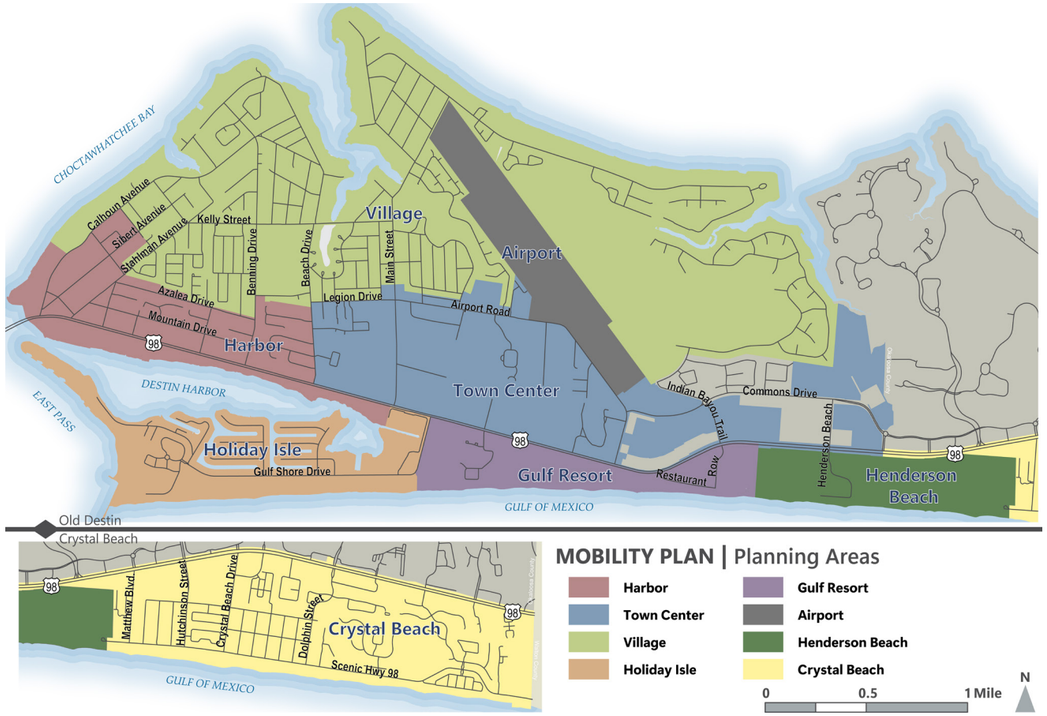
# 2050 GROWTH FORECAST

This section provides estimates for future population and employment growth within Destin, and describes the assumptions that underlie the estimates. Future population and employment are key drivers of future transportation performance, demand, and investment needs.

## Planning Area Summary

City planning staff has developed eight (8) discrete planning areas that represent distinct land use conditions within Destin. They are shown in the map below and include:

- Airport
- Crystal Beach
- Gulf Resort
- Harbor
- Henderson Beach
- Holiday Isle
- Town Center Commons
- Village






The table below shows existing land uses based on the citywide parcel database summarized to each planning area. The planning areas have notable land use distinctions, including those without residential uses, planning areas with limited to no commercial or industrial uses, and others with varying degree of vacancy. The table shows the total number of parcels in each area.

### *Parcel Breakdown by Planning Area*

| Use | Airport | Crystal Beach | Gulf Resort | Harbor | Henderson Beach | Holiday Isle | Town Center Commons | Village |
|---|---|---|---|---|---|---|---|---|
| **Commercial** | - | 86 | 16 | 175 | - | 1 | 267 | 1 |
| **Governmental/ Institutional** | 23 | 6 | 2 | 24 | 2 | 3 | 21 | 27 |
| **Green Space** | - | 32 | 16 | 18 | - | 11 | 24 | 16 |
| **Hotel/ Motel** | - | 4 | 2 | 6 | - | - | 5 | - |
| **Industrial** | - | 11 | - | 39 | - | 1 | 12 | 2 |
| **Mixed Use** | - | - | - | 15 | - | - | 5 | - |
| **Multi-family** | - | 772 | 2,902 | 562 | - | 2,180 | 1,067 | 195 |
| **Single Family** | - | 1,618 | 90 | 360 | - | 474 | 1,186 | 2,820 |
| **Vacant** | - | 253 | 14 | 127 | - | 89 | 162 | 153 |
| **Unlisted/Other** | - | 52 | 40 | 56 | - | 57 | 47 | 6 |
| **Planning Area Total** | **23** | **2,834** | **3,082** | **1,382** | **2** | **2,816** | **2,796** | **3,223** |

## Countywide Population Forecasts

Florida's Bureau of Economic and Business Research (BEBR) produces long-range population forecasts for all Florida counties through 2045. Their forecast sees Okaloosa County growing to a little over 240,000 persons by 2045, a near 40,000 person increase. Applying a trendline forecast through 2050, another 4,000 persons would be added by the end of the timeframe Destin is considering for this analysis. This level of growth would amount to a 20% increase in population over the next 30 years. As noted earlier in this report, Destin has recently been growing slower (as a percentage) than Okaloosa County as a whole. This is likely to continue since available land for building is less abundant in the City than County.

### *Okaloosa County Population Forecast*

| 2020 | 2025 | 2030 | 2035 | 2040 | 2045 | 2050 | % Increase |
|---|---|---|---|---|---|---|---|
| 203,951 | 214,600 | 223,200 | 230,000 | 236,000 | 241,100 | 245,400 | 20% |

## Citywide Population, Employment and Accommodation Forecast

Using the existing conditions, trends, and forecast data discussed above, a citywide growth forecast from 2020 to 2050 was developed and is summarized below. The forecast includes growth in all population and employment subcategories, led by residential development.

### *Destin Population, Employment and Accommodation Est. Net Change 2020-2050*

| SF Pop | MF Pop | Total Pop | Housing Units | Hotel/ Motel Rooms | Seasonal Pop | Serv Emp | Comm Emp | Ind Emp | Total Emp |
|---|---|---|---|---|---|---|---|---|---|
| 478 | 1,649 | 2,127 | 1,022 | 547 | 1,890 | 713 | 433 | 93 | 1,239 |

The forecast presumes redevelopment within city limits, as demand for new housing and commercial square footage cannot be accommodated by existing available land, meaning that identifying where within Destin redevelopment and development intensification is most probable. To that end, the citywide forecast was then sub-allocated to planning areas.

## Planning Area Forecast

Suballocations to small areas like Destin's Planning Areas generally requires using both quantitative and qualitative measures, with a blend of methods employing formulaic calculations and local knowledge and intuition.

Destin's suballocation began with two tenets that guided the process: new growth should balance market forces and local policy; and new growth should not drastically alter the existing makeup of the Planning Areas as currently constituted unless there is some overwhelming evidence to the contrary.



Planning area growth allocations were thus based on the following data points:

- Existing land use allocation from County parcel data and Census tract data
- Baseline NWFRPM traffic analysis zone (TAZ) level allocations, and future TAZ level allocations
- Historic population and employment growth
- Known vacancies (total parcels and total acreage)
- Destin land use policy
- Developments planned or underway
- Local planning area knowledge

The available data was used to determine both inter-area proportions (i.e. how much of all employment should go to each planning area) and intra-area proportions (i.e. how much of an area's employment should go to service, commercial, and industrial jobs). Blending existing proportions from Census and NWFRPM sources, historical data from Census sources, and forecasted growth from NWFRPM led to the following forecasted growth proportions:

***Planning Area Population, Employment and Hotel/Motel Unit Forecasts***
***% change 2020 to 2050***

| Planning Areas | Full-time Population | Total Employment | Hotel/Motel Units | Seasonal Population |
|---|---|---|---|---|
| **Airport** | 0% | 0.2% | 0% | 0% |
| **Crystal Beach** | 16% | 9% | 15% | 18% |
| **Gulf Resort** | 3% | 9% | 15% | 3% |
| **Harbor** | 16% | 38% | 23% | 15% |
| **Henderson Beach** | 0% | 0.3% | 0% | 0% |
| **Holiday Isle** | 14% | 8% | 5% | 12% |
| **Town Center Commons** | 26% | 33% | 42% | 24% |
| **Village** | 24% | 3% | 0% | 28% |
| **Grand Total** | 100% | 100% | 100% | 100% |

Population growth is forecasted for six of the eight planning areas, with Town Center Commons and Village Planning Areas combining for half of all full-time population growth. Employment growth is expected in all eight planning areas, though very minimally in the Airport and Henderson Beach areas.



The Harbor and Town Center Commons areas are expected to be the main focus of employment growth through 2050. Hotel / motel units are concentrated most heavily in Town Center Commons, whereas seasonal population generally – but not identically – follows full-time population.

***Planning Area Population by Housing Type***
***and Employment Type Forecasts***
***% change 2020 to 2050***

| Planning Areas | SF Pop | MF Pop | Serv Emp | Comm Emp | Ind Emp |
|---|---|---|---|---|---|
| **Airport** | 0% | 0% | 74% | 16% | 10% |
| **Crystal Beach** | 31% | 69% | 53% | 41% | 6% |
| **Gulf Resort** | 15% | 85% | 64% | 29% | 7% |
| **Harbor** | 17% | 83% | 48% | 42% | 9% |
| **Henderson Beach** | 0% | 0% | 69% | 25% | 6% |
| **Holiday Isle** | 13% | 87% | 68% | 24% | 8% |
| **Town Center Commons** | 16% | 84% | 52% | 41% | 8% |
| **Village** | 34% | 66% | 53% | 39% | 9% |
| | **22% (of pop)** | **78% (of pop)** | **58% (of emp)** | **35% (of emp)** | **8% (of emp)** |

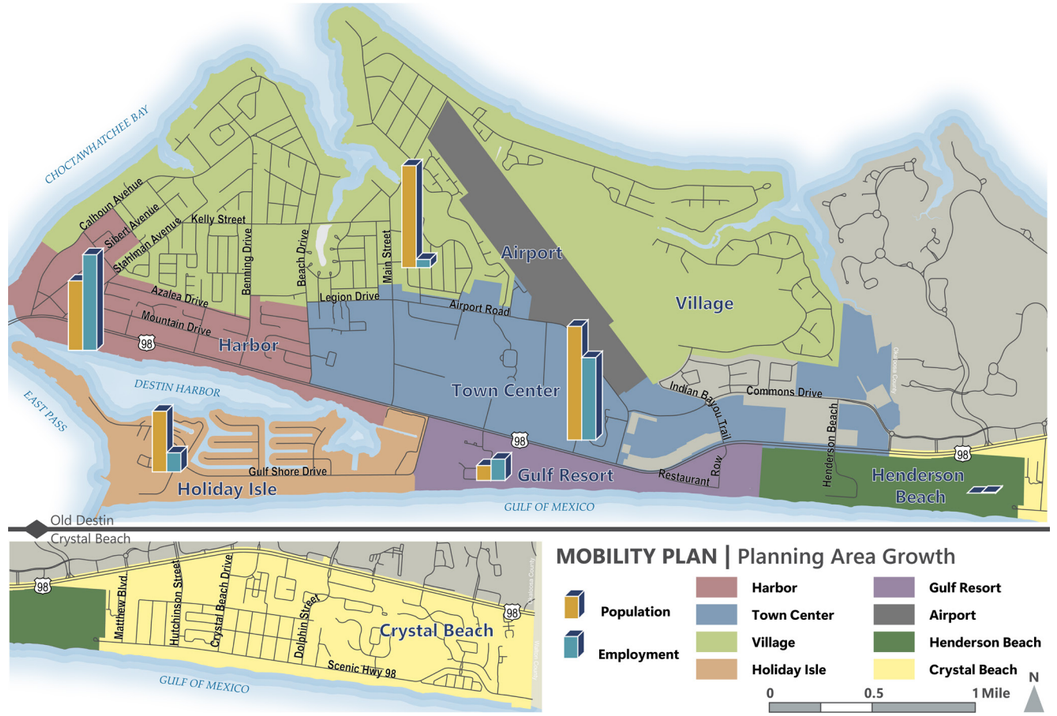
Population growth is expected to be more than three-fourths accommodated in multi-family structures, with no planning area anticipated to see more than one-third of its population growth in single-family units. Service employment is expected to continue its dominance as the primary employment sector for new Destin-based jobs, while commercial and industrial jobs are still relevant in the coming decades.

These inter- and intra-area breakdowns result in the planning area forecast provided here:

## *Planning Area Growth Est. Net Change 2020 to 2050*

| Planning Areas | SF Pop | MF Pop | Housing Units | Hotel/ Motel Units | Seasonal Pop | Serv Emp | Comm Emp | Ind Emp |
|---|---|---|---|---|---|---|---|---|
| **Airport** | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 |
| **Crystal Beach** | 104 | 236 | 163 | 80 | 340 | 59 | 45 | 18 |
| **Gulf Resort** | 11 | 63 | 36 | 84 | 59 | 51 | 45 | 0 |
| **Harbor** | 59 | 284 | 165 | 125 | 280 | 301 | 138 | 21 |
| **Henderson Beach** | 0 | 0 | 0 | 0 | 0 | 3 | 1 | 0 |
| **Holiday Isle** | 38 | 262 | 144 | 30 | 225 | 64 | 23 | 8 |
| **Town Center Commons** | 90 | 472 | 270 | 228 | 449 | 211 | 165 | 43 |
| **Village** | 173 | 331 | 242 | 0 | 531 | 22 | 16 | 3 |
| | **475** | **1,648** | **1,020** | **547** | **1,884** | **713** | **433** | **93** |

The map below shows the net growth in population and employment by planning area.



## 4.4 MOBILITY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# MOBILITY

**The preceding sections on population and employment are important context for this section on mobility because it's the people that live in and visit Destin that create the demand to travel and the need for improvements to make sure the transportation system functions well in future years. Destin's growth means more people traveling, however, the future growth is likely to take different forms than past growth. More infill development and redevelopment of already developed areas will put more people near popular Destin destinations. Cars will likely be a popular mode of travel well into the future, but other options – such as walking and biking - will also be viable and nurturing their use through transportation improvements will be important to ensure the system functions well for all users.**

## Findings and Implications at a Glance

- **Driving is by far the most frequently used mode of transportation in Destin, but pedestrian activity has grown substantially during the last five years.**
- **U.S. 98 is the City's most congested roadway, with several segments falling below acceptable conditions during the peak travel hours. The most congested segment for vehicles was between Henderson Beach Road and Airport Road.**
- **Traffic volumes grew on most roadways between 2017 and 2021. Total traffic counts on the City's collector roadways grew by about 9 percent. Traffic counts on U.S. 98 increased by 17% over the same period.**
- **Transit ridership has declined substantially since 2013, with declines accelerating since the onset of the COVID-19 pandemic in 2020.**

## Motor Vehicles

Personal motor vehicles are the most common mode of transportation in Destin. The U.S. Census Bureau's American Community Survey in 2020 estimated that more than 85% of work trips in the city are by personal vehicle. The city's geography, being hemmed in by water on three sides, limits the number of route options in the transportation network for people to travel to or through the city by vehicle. Harbor Boulevard/U.S. 98 is the primary east-west option and as such experiences significant traffic congestion. Most other roadways in the city serve locally-oriented traffic. This section summarizes key datapoints that characterize the performance of the City's transportation network for people using motor vehicles.

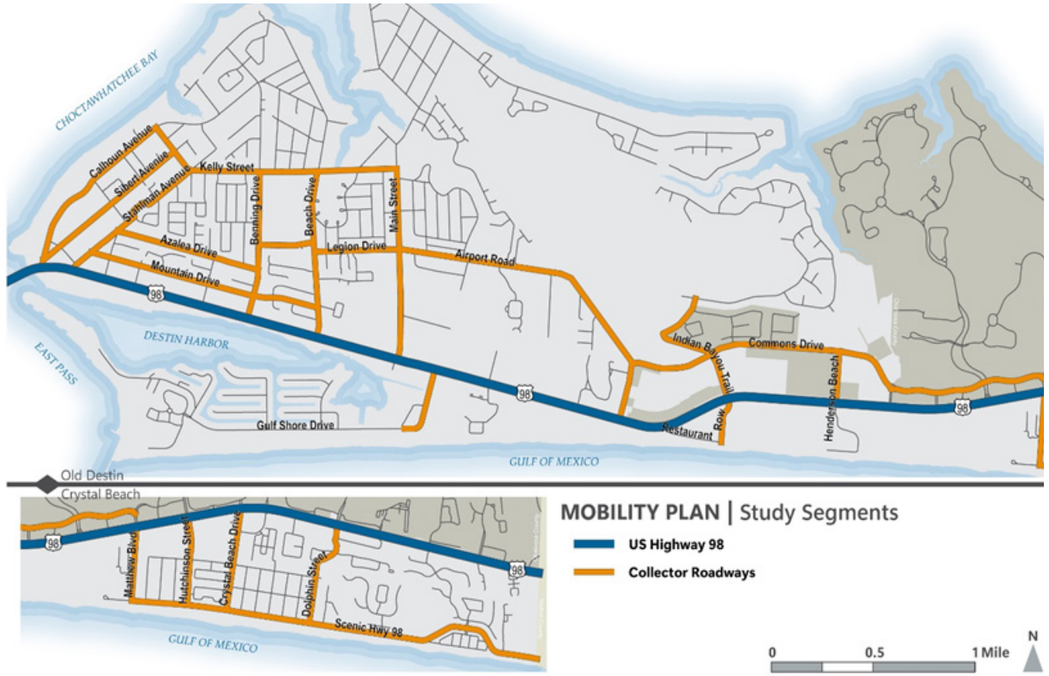
## Roadways

In September 2020 there were 766 miles of county-owned paved roads and 144 unpaved roads, and nearly 64 miles of city-owned roads in Destin. The City's street network with streets defined by their functional classification is provided in the map below. Roads not identified as either U.S. 98 or collector roadways are either minor collectors or local streets.

U.S. 98 is Destin's primary facility for moving people and freight and connecting the City to adjacent communities. FDOT classifies U.S. 98 as an urban principal arterial. The department has also been working to classify roadways according to their context (i.e. their surrounding land use and building form). This approach respects the fact that U.S. 98 in the heart of Destin is serving a much different context and purpose than U.S. 98 in western Okaloosa County.

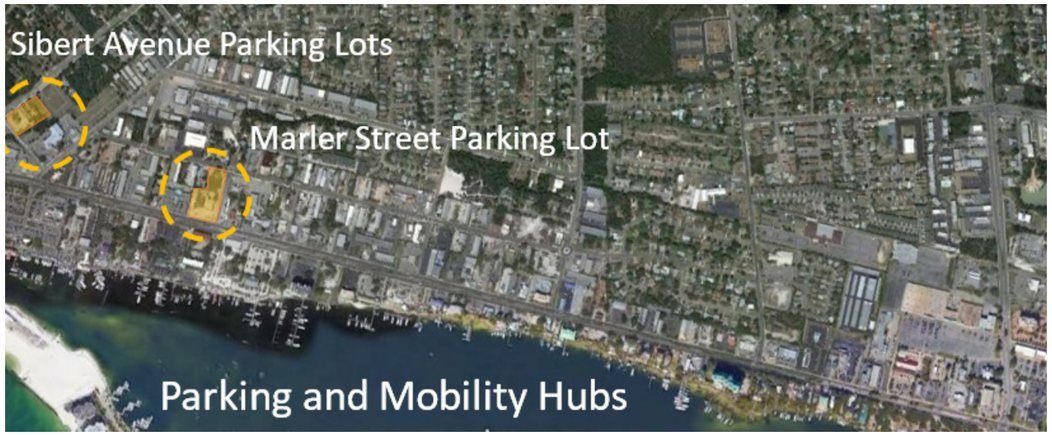
FDOT has given U.S. 98 a context classification of C-4, which is "urban general." This classification can influence roadway design. For example, in 2020 for roadways classified as C4 FDOT eliminated the requirement for minimum pedestrian volumes to establish midblock crossings and mark unsignalized crosswalks, and for engineering studies to implement leading pedestrian intervals at traffic signals. These standards are important to consider as Destin seeks improvements to U.S. 98.






## Parking

The city maintains four public parking lots in the Destin Harbor District – the Destin Library, Destin Community Center, Marler Street, and Zerbe Street. The city charges a flat fee of $5 to park at the Marler and Zerbe lots. The library lot is only available after library hours, and the community center includes both permit and pay-to-park spaces. Destin partners with the Passport parking app to accept parking fees via their application.



## Traffic Counts

The City most recently collected traffic counts in July 2021 to support the development of the Mobility Plan. Peak hour/peak direction traffic volumes are available for each of the segments of US 98 within Destin for years 2007 to 2021. The years 2018 to 2020 were estimated by interpolating between years 2017 and 2021. Similarly, peak hour/peak direction traffic volumes were available for each of the segments of the collector roadways within Destin for years 2007-2021. However, only years 2019 and 2020 were estimated by interpolating between years 2018 and 2021.

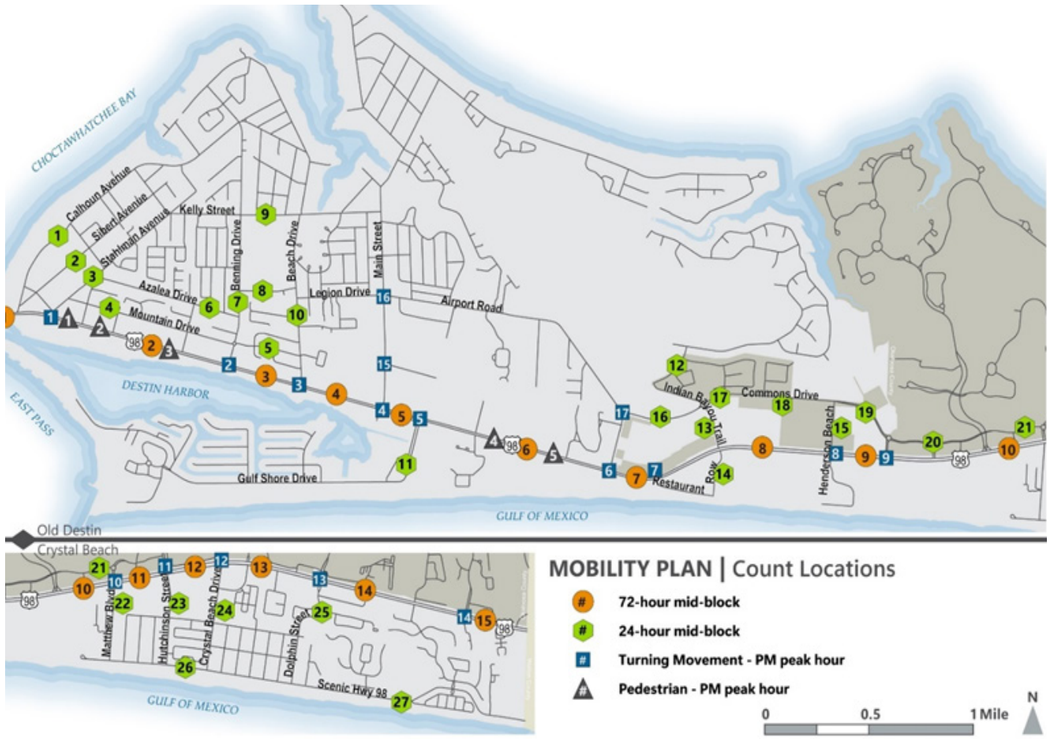
Traffic volumes changed in inconsistent ways between 2017 and 2021. Some roadways experienced significant increases in traffic volumes while others saw significant delines. The COVID-19 pandemic influenced travel behavior and it may take a few more years of data collection to get a clearer picture of the direction for traffic volume trends on the City's major roadways. The table below lists PM peak hour traffic counts for Destin's arterial and collector roadways.

***PM Peak Hour Traffic Counts for Arterial and Collector Roadways***

| Roadway | From | To | 2021 | 2017 | % Change |
|---|---|---|---|---|---|
| **U.S. 98** | Marler Bridge | Stahlman Ave | 3,282 | 3,075 | 7% |
| | Stahlman Ave | Benning Dr | 2,909 | 2,505 | 16% |
| | Benning Dr | Beach Dr | 3,255 | 2,815 | 16% |
| | Beach Dr | Main St | 3,279 | 2,841 | 15% |
| | Gulf Shores Dr | Airport Rd | 3,538 | 3,047 | 16% |
| | Airport Rd | Scenic Highway 98 | 3,996 | 3,159 | 26% |
| | Scenic Highway 98 | Henderson Beach Rd | 4,184 | 3,431 | 22% |
| | Henderson Beach Rd | Triumph Rd | 4,130 | 3,390 | 22% |
| | Triumph Rd | Matthew Blvd | 4,144 | 3,848 | 8% |
| | Matthew Blvd | Danny Wuerffel Way | 4,421 | 3,380 | 31% |
| | Danny Wuerffel Way | Crystal Beach Dr | 4,519 | 3,620 | 25% |
| | Regatta Way Blvd | Tequesta Dr | 4,125 | 3,822 | 8% |
| **Airport Road** | U.S. 98 | Commons Dr | 818 | 670 | 22% |
| | Commons Dr | Main St | 1,894 | 1,980 | -4% |
| **Azalea Drive** | Stahlman Ave | Benning Dr | 587 | 524 | 12% |
| **Benning Drive** | U.S. 98 | Kelly St | 398 | 269 | 48% |
| **Calhoun Avenue** | U.S. 98 | Kelly St | 501 | 351 | 43% |
| **Commons Drive** | Airport Rd | Indian Bayou Trail | 1,594 | 1,560 | 2% |
| | Indian Bayou Trail | Diamond Cove | 1,403 | 1,258 | 12% |
| | Diamond Cove | Henderson Beach Rd | 1,272 | 1,254 | 1% |
| | Henderson Beach Rd | Triumph Rd | 1,420 | 1,285 | 11% |
| | Kelly Plantation Dr | Matthew Blvd | 1,367 | 1,007 | 36% |
| **Crystal Beach Drive** | Scenic Highway 98 | U.S. 98 | 555 | 500 | 11% |
| **Gulf Shore Drive** | U.S. 98 | Curve | 1,145 | 964 | 19% |
| **Henderson Beach Rd** | U.S. 98 | Commons Drive | 404 | 531 | -24% |
| **Hutchinson Street** | U.S. 98 | Scenic Highway 98 | 570 | 822 | -31% |
| **Kelly Street** | Calhoun Ave | Main St | 902 | 562 | 61% |
| **Legion Drive** | Benning Dr | Beach Dr | 609 | 509 | 20% |
| | Beach Dr | Main St | 1,098 | 1,226 | -10% |
| **Main Street** | U.S. 98 | 98 Palms Blvd | 619 | 1,081 | -43% |
| | Airport Rd | Kelly St | 1,076 | 1,001 | 7% |
| **Matthew Blvd** | Scenic Highway 98 | U.S. 98 | 776 | 614 | 26% |
| **Mountain Drive** | Stahlman Ave | Benning Dr | 592 | 536 | 10% |
| | Benning Dr | Beach Dr | 466 | 633 | -26% |
| **Regatta Bay Blvd** | Scenic Highway 98 | U.S. 98 | 515 | 298 | 73% |

| Roadway | From | To | 2021 | 2017 | % Change |
|---|---|---|---|---|---|
| **Scenic Highway 98** | Matthew Blvd | Dolphin St | 963 | 742 | 30% |
| **Sibert Avenue** | Calhoun Ave | Kelly St | 580 | 324 | 79% |
| **Stahlman Avenue** | U.S. 98 | Kelly St | 762 | 714 | 7% |

The map below shows the locations where the City counted traffic, and the type of traffic count. Not all locations are shown in the preceding table because some locations lacked reliable count data for 2017.



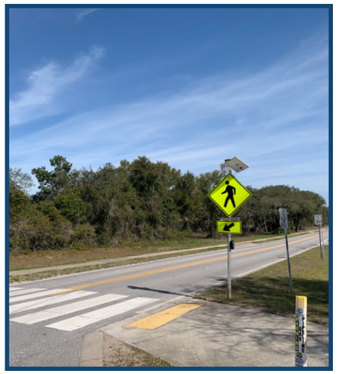

## Roadway Level of Service

Level of service is a quantitative measure of how well vehicle traffic flows on a roadway segment. The LOS describes roadways using a letter from A to F to describe performance, with A indicating the best performance and F the worst. It is important to note that the A to F letters do not necessarily indicate desired performance. A LOS of A is often not feasible, cost effective, or even desirable given other competing transportation or societal goals. As FDOT states in its Quality/Level of Service Handbook, "transportation professionals widely consider LOS D for the automobile mode an acceptable condition, and this threshold is often used as a design condition in urbanized areas."

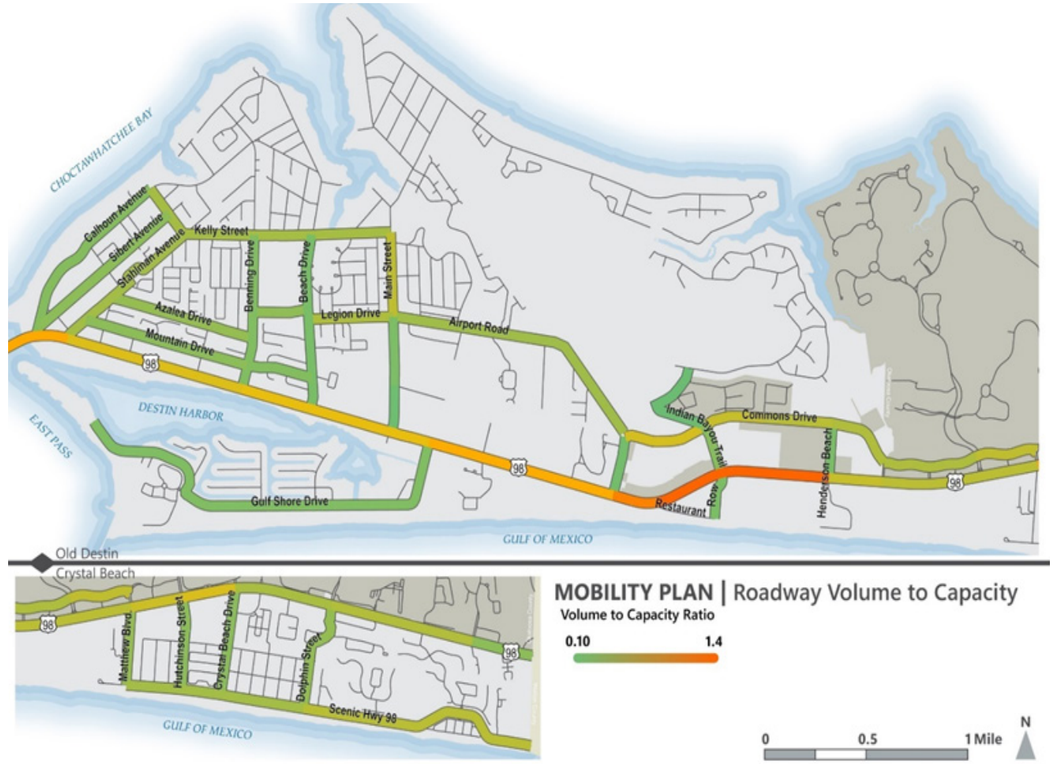
Therefore LOS D is the standard for performance of the state-maintained U.S. 98/Harbor Boulevard. The City's policy as described in the Comprehensive Plan is also to maintain its system of collector roadways at an LOS of D or better. However, there are a different set of standards, described in the subsequent section, for collector roadways within multimodal transportation districts. Within these districts there are also LOS standards for pedestrian, bike, and transit modes using different data to quantify performance.

**The Level of Service (LOS) Standard for the City's collector roadways and for U.S. 98 is LOS D. However, most of the City's collector network falls within a multimodal transportation district, where LOS standards for pedestrian, bicycle, and transit modes also apply.**

The vehicular level of service for an arterial roadway segment is based on the volume-to-capacity (v/c) ratio. The v/c ratios for 2011, 2016, and 2021 on Destin's only arterial roadway (U.S. 98) are shown in the table below. These tables are color coded to show how each segment has performed over time. A v/c ratio under 1.0 indicates this segment is meeting the LOS D standard. A v/c ratio of more than 1.0 indicates the segment is not meeting this standard. Green is meeting the standards, yellow is near the standard limit, and red is failing (does not meet the standards). The map below also shows the v/c ratio for the City's collectors, all of which are operating below a 1.0 v/c ratio.



| U.S. 98 Segments - Volume to Capacity | 2021 | 2016 | 2011 |
|---|---|---|---|
| U.S. Hwy 98 between Marler Bridge and Stahlman Avenue | 1.03 | 0.92 | 0.91 |
| U.S. Hwy 98 between Stahlman Avenue and Benning Drive | 0.97 | 0.88 | 1.00 |
| U.S. Hwy 98 between Benning Drive and Beach Drive | 1.00 | 0.93 | 1.05 |
| U.S. Hwy 98 between Beach Drive and Main Street | 1.01 | 0.95 | 1.03 |
| U.S. Hwy 98 between Main Street and Gulf Shore Drive | 1.01 | 1.13 | 1.00 |
| U.S. Hwy 98 between Gulf Shore Drive and Airport Road | 1.12 | 1.00 | 1.09 |
| U.S. Hwy 98 between Airport Road and Scenic Highway 98 | 1.28 | 0.96 | 1.15 |
| U.S. Hwy 98 between Scenic Highway 98 and Henderson Beach Rd | 1.39 | 1.05 | 1.08 |
| U.S. Hwy 98 between Henderson Beach Road and Triumph Drive | 0.91 | 0.99 | 1.08 |
| U.S. Hwy 98 between Triumph Drive and Matthew Blvd. | 0.89 | 0.73 | 0.80 |
| U.S. Hwy 98 between Matthew Blvd. and Danny Wuerffel Way | 0.93 | 0.76 | 0.80 |
| U.S. Hwy 98 between Danny Wuerffel Way and Crystal Beach Dr. | 0.96 | 0.74 | 0.80 |
| U.S. Hwy 98 between Crystal Beach Drive and Regatta Bay Blvd | 0.84 | 1.21 | 1.19 |
| U.S. Hwy 98 between Regatta Bay Blvd and Tequesta Drive | 0.87 | 1.11 | 1.19 |
| U.S. Hwy 98 between Tequesta Drive and Walton County Line | 0.78 | 1.06 | 1.22 |



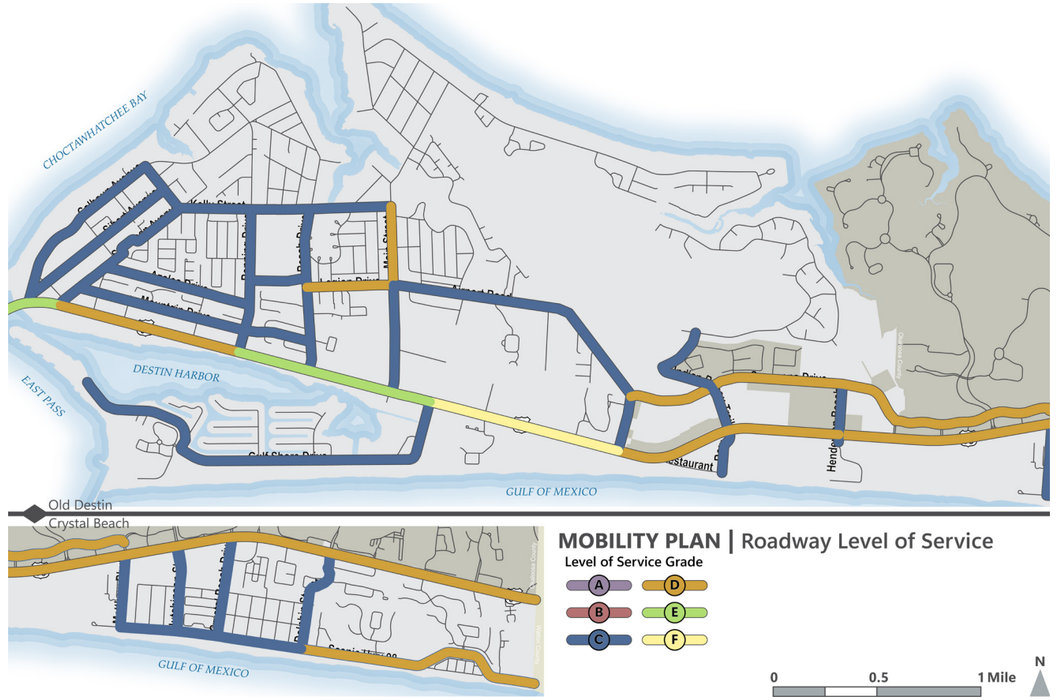

The tables below list segments of both collector roadways and U.S. 98 where the peak hour LOS is D, E, or F. None of the City's collectors fall below an LOS D standard. However, several segments of U.S. 98 on the eastern side of Destin are operating at LOS E and one segment (Gulf Shore Drive to Airport Road) is operating at LOS F. Following the tables is a summary of the method used to calculate the LOS.

| Collector Segments | Pk Hr LOS (2021) |
|---|---|
| Commons Drive between Airport Road and Indian Bayou Trail | D |
| Commons Drive between Indian Bayou Trail and Diamond Cove | D |
| Commons Drive between Diamond Cove and Henderson Beach Road | D |
| Commons Drive between Henderson Beach Road and Triumph Drive | D |
| Commons Drive between Triumph Drive and Kelly Plantation Drive | D |
| Commons Drive between Kelly Plantation Drive and Matthew Boulevard | D |

| Collector Segments | Pk Hr LOS (2021) |
|---|---|
| Legion Drive between Beach Drive and Main Street | D |
| Main Street between Airport Road and Kelly Street | D |
| Scenic Hwy 98 between Dolphin Street and Walton County Line | D |

| U.S. 98 Segments | Pk Hr LOS (2021) |
|---|---|
| U.S. Hwy 98 between Marler Bridge and Stahlman Avenue | E |
| U.S. Hwy 98 between Stahlman Avenue and Benning Drive | D |
| U.S. Hwy 98 between Benning Drive and Beach Drive | E |
| U.S. Hwy 98 between Beach Drive and Main Street | E |
| U.S. Hwy 98 between Main Street and Gulf Shore Drive | E |
| U.S. Hwy 98 between Gulf Shore Drive and Airport Road | F |
| U.S. Hwy 98 between Airport Road and Scenic Highway 98 | D |
| U.S. Hwy 98 between Scenic Highway 98 and Henderson Beach Road | D |
| U.S. Hwy 98 between Henderson Beach Road and Triumph Drive | D |
| U.S. Hwy 98 between Triumph Drive and Matthew Blvd. | D |
| U.S. Hwy 98 between Matthew Blvd. and Danny Wuerffel Way | D |
| U.S. Hwy 98 between Danny Wuerffel Way and Crystal Beach Drive | D |
| U.S. Hwy 98 between Crystal Beach Drive and Regatta Bay Blvd | D |
| U.S. Hwy 98 between Regatta Bay Blvd and Tequesta Drive | D |
| U.S. Hwy 98 between Tequesta Drive and Walton County Line | D |






Below is a summary of the steps taken to calculate the vehicular LOS displayed in the preceeding tables and maps.

- For U.S. 98, the posted speed limit, number of lanes and level of service (LOS) standard was identified for each segment. Using this information and the FDOT generalized level of service tables, the Peak Hour Peak Direction capacities were established for each segment.
- Similarly, for the Destin collector roadways, the posted speed limit, number of lanes and level of service (LOS) standard was identified for each segment. Using this information and the FDOT generalized level of service tables for non-state roadways with 35 mph or lower speeds, the Peak Hour Peak Direction capacities were established for each collector segment.
- For both the U.S. 98 segments and the collector road segments, the peak hour directional volumes were compared to the peak hour directional LOS standard capacities to calculate the volume to capacity ratio (v/c) as well as the LOS.
- Additionally, the physical capacity of the roadway was used to determine the physical v/c ratio. The physical capacity of a roadway is the capacity at LOS E (or just before LOS F). LOS F is considered failing. The v/c ratios using physical capacity are used to show the depth into a failing condition a segment is performing, versus just a letter of F.
- This process was followed for each of the years from 2007-2021.

### Roadway Improvements

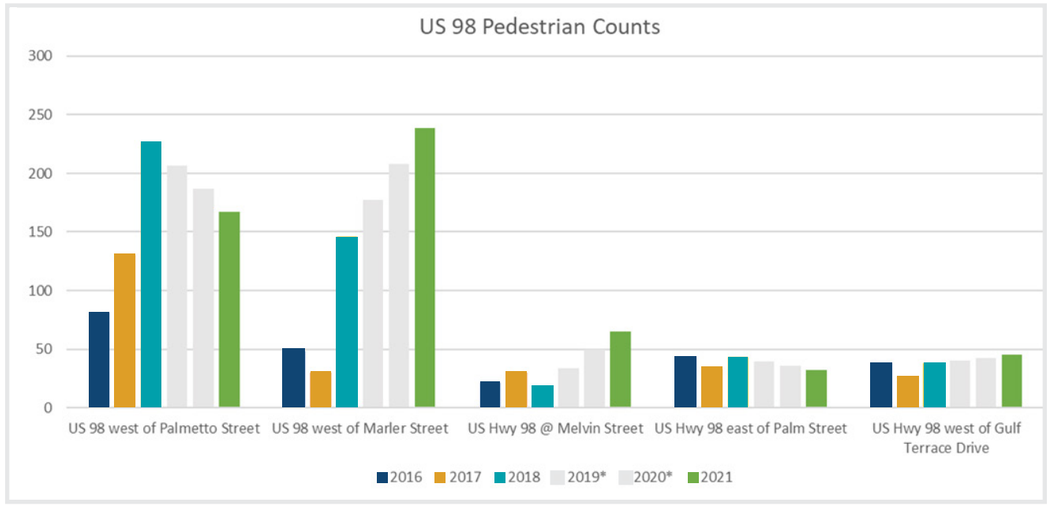
The  most significant recent roadway improvement added capacity to U.S. 98 east of Airport Road. This  FDOT-led project widened  U.S. 98 from four to six lanes. The project also added bicycle lanes, new sidewalks, and better drainage infrastructure. The project improved level of service for this stretch of U.S. 98, although higher traffic volumes are filling up the new capacity realized by the widening.

## Multimodal

Destin's streets do much more than move vehicles. They are an important part of the public realm and it is important that they are safe and inviting for all users. This section summarizes data on the existing conditions for pedestrians, bicyclists, and bus transit riders.

### Pedestrian Counts

The City last collected data for pedestrian activity on U.S. 98 in July 2021. While the counts only come from a single roadway, they are a useful indicator of the general growth of pedestrian activity in the City. U.S. 98 is also an important facility from a pedestrian safety perspective as serious and fatal crashes involving pedestrians are concentrated on this roadway, as the next section will describe. U.S. 98 also is a significant barriers for many pedestrians, especially those looking to cross from the north side of the road to the Harbor District on the south side. Many bus riders must also cross U.S. 98 each day. The graph below shows that pedestrian activity during the peak evening hour has steadily increased since 2016 on U.S. 98. The increase is especially high in the Habor District, with growth exceeding 50% since 2016. The growth of pedestrian activity is not surprising, but is an important finding. The combined growth of pedestrian and vehicle traffic on Destin's roadways underscores the importance of incorporating pedestrian safety elements into transportation projects.





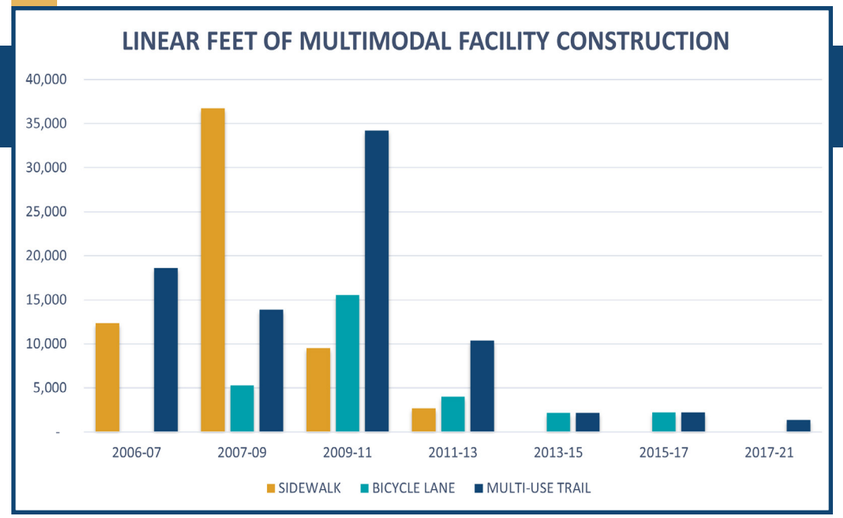

### Multimodal Level of Service

Destin in 2006 was the first city in Florida to establish multimodal transportation districts (MMTD). The purpose for establishing a multimodal transportation district is to encourage a mix of land uses, support transportation options, and promote pedestrian-oriented site and building design consistent with the City's Comprehensive Plan. All developments located in the MMTD are required to contribute to the bicycle, pedestrian, and transit network to minimize vehicle trips and provide options for travel. Destin has two MMTDs – Old Destin and Crystal Beach. Together these districts cover much of the City's collector roadway network.

New development within the MMTDs has been required to contribute towards achieving the adopted multimodal level of service (MMLOS) standards listed in the table below. Level of service is a concept that also applies to the other key modes of transportation. However, different measures are used to calculate LOS for each mode. The amount of mitigation that has been required corresponds to the project's impact as calculated through application of the City's transportation impact fee. The intent of this study is to support an update to this process.

***MMLOS for Collectors***

| Year | Bicycle | Pedestrian | Transit |
|---|---|---|---|
| **Adopted Standard 2006** | **C** | **E** | **F** |
| 2007 | C | D | F |
| 2009 | C | D | F |
| **Adopted Standard 2011** | **B** | **C** | **E** |
| 2011 | B | C | F |
| 2013 | C | C | F |
| 2015 | B | B | F |
| 2017 | B | C | F |
| **Adopted Standard 2020** | **B** | **B** | **C** |
| 2021 | C | C | F |

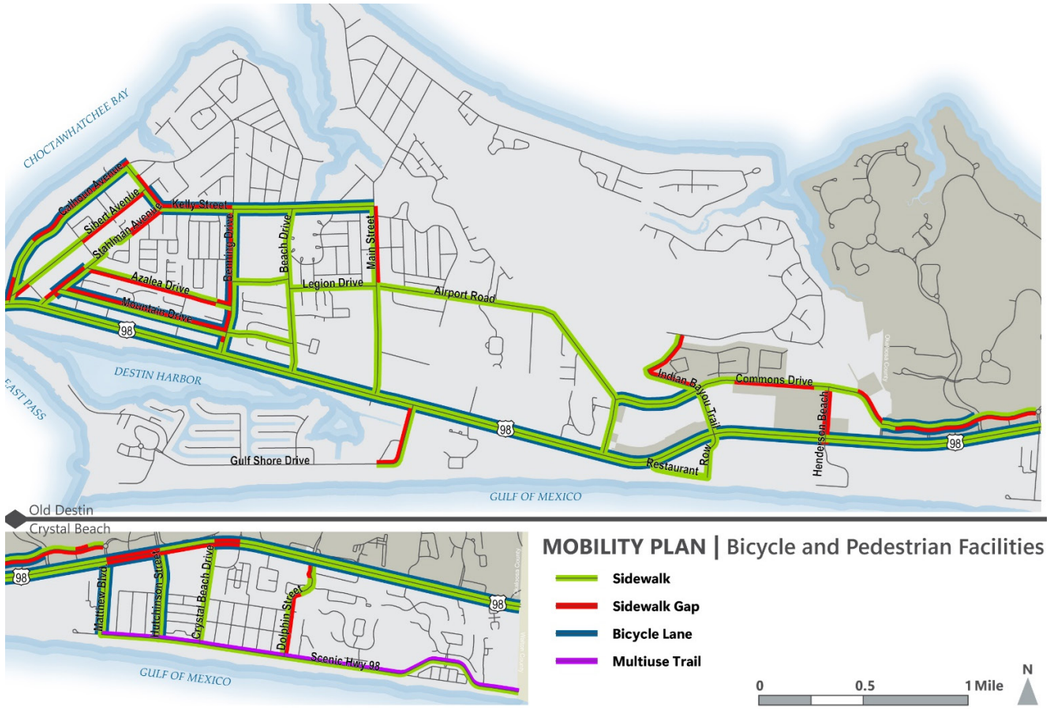



## Multimodal Improvements

The City has made progress towards accommodating modes other than personal vehicles on its streets. Desitn has added several linear feet to its network of sidewalks, bicycle lanes, and multi-use trails since 2006, as shown in the figure below. However, most of the network additions were built prior to 2011. Several gaps in the network remain, and the mobility plan identifies several projects for helping close them. Closing these gaps is important for achieving a truly multimodal network that gives travelers several options and reduces the amount of travel that can only be met via a personal motor vehicle trip.

Destin is well set up to support extensive bicycle and pedestrian transportation. The topography is flat and the street network is fairly well connected, allowing for more direct paths for people that are walking and biking. However, several prominent gaps exist. For example, Legion Drive and Airport Road are especially prominent gaps for bicycles, where a lack of bicycle lanes or a multi-use trail limit the opportunity to ride between the west and east sides of Destin. Sidewalk gaps are also present on Azalea Drive, Mountain Drive, and Kelly Street, which are important east-west connections; and Calhoun Avenue, which is an important north-south connection. Pedestrian and bicycle gaps in the City's collector roadway network are summarized in the table below.

| Roadway | Sidewalk Gap | Side | Length |
|---|---|---|---|
| **U.S. Highway 98** | Matthew Boulevard to Regions Way | South | 3,400 |
| | Matthew Boulevard to Hutchinson Street | North | 1,200 |
| **Calhoun Avenue** | U.S. Highway 98 north 660'; Clement Taylor Park to Kelly Street | West | 3,900 |
| **Sibert Avenue** | Calhoun Avenue to Zerbe Street and Forest Street to Kelly Street | East | 2,500 |
| **Stahlman Avenue** | Pine Street to Kelly Street | Both | 2,000 |
| **Mountain Drive** | Stahlman Avenue to Benning Drive | North | 4,250 |
| **Azalea Drive** | Stahlman Avenue to 400' west of Benning Drive | South | 3,300 |
| | 400' west of Benning Drive | North | 400 |
| **Kelly Street** | 360' east of Calhoun Avenue to Benning Drive | North | 2,750 |
| **Benning Drive** | Mountain Drive to Kelly Street | West | 3,000 |
| **Main Street** | Airport Road to Kelly Street | East | 1,800 |
| **Gulf Shore Drive** | U.S. Highway 98 to Sandpiper Cover Drive | West | 1,850 |
| **Indian Bayou Trail** | Country Club Drive to Commons Drive | East | 2,600 |
| **Commons Drive** | 900' east of Indian Bayou Trail to 400' west of Henderson Beach Road | South | 2,100 |
| | 750' east of Henderson Beach Road to Triumph Road | North | 1,000 |
| | 200' east of Triumph Road to Matthew Boulevard | South | 3,700 |
| **Henderson Beach Road** | U.S. Highway 98 to Commons Boulevard | Both | 2,000 |
| **Regatta Bay Blvd** | U.S. Highway 98 south 530' | West | 530 |
| **Dolphin Street** | 250' north of Scenic Highway 98 to 850' south of U.S. Highway 98 | East | 1,650 |




## Transit

Transit is an important part of the transportation mix in Destin, especially for people working in the City's service industries and commuting from outside Destin. However, transit ridership has been declining steadily in the region since 2013, and dropped massively during the COVID pandemic. There are several potential causes for this decline, described later in this section. Transit in Destin is unlikely to peel away many travelers from other modes. The City does not have the type of urban form – mix of uses at a high density - that is conducive to extensive transit use. But the travel mode will continue to play an important role, particularly for lower to middle wage workers that lack other reliable forms of transportation and are commuting in from neighboring communities.

Bus transit can also help the City optimize its parking supply by bringing in workers that do not require a parking space, and helping people park once and explore the community by a combination of foot and transit, using a trolly-like service. But generally speaking the number of people that use transit is likely to remain small unless unforseen circumstances cause people to choose it more often for their trips.



## Governance

The Okaloosa County Board of County Commissioners (BCC) serves as the Community Transportation Coordinator (CTC) for the County and operates fixed and demand response services as Emerald Coast (EC) Rider through the Okaloosa County Transit Cooperative. EC Rider provides services for Fort Walton Beach, Crestview, Okaloosa Island, and Destin/South Walton and is operated by MV Transportation, Inc.

The Okaloosa Transit Cooperative (Co-op) was created under a Memorandum of Agreement (MOA) between Okaloosa County and participating jurisdictions, including Cinco Bayou, Crestview, Destin, Fort Walton Beach, and Niceville. Its purpose is to foster cooperation among the County and participating municipalities in the coordination of fixed-route transit service and formulate and implement consistent plans, programs, policies, and procedures in the operation, maintenance, and development of transit service throughout the legal service areas of the participating jurisdictions.

The Co-op is responsible for the operation of the public transit system and recommends changes to the BCC regarding routes, stops, or other components of the fixed-route system. The Okaloosa County Local Coordinating Board was created in 1989 and includes 18 state agencies and community representatives of the transportation disadvantaged population. Its role is to identify local service needs and to provide information, advice, and direction to the CTC.

## Fare Structure

**EC Rider offers reduced fare options for elderly and disabled riders. Riders must apply and be approved for these reduced fares. If not approved, riders must pay the standard fare. Children 36″ or shorter ride free with a paying adult.**

**For riders that use EC Rider at least three days per week, the agency will provide up to four free rides from work to home per year in the event of an emergency.**

***Fixed Route Fares***

| | |
|---|---|
| **31 Day Pass** | $40.00 |
| **31 Day Reduced Pass*** | $20.00 |
| **31 Day Express'** | $50.00 |
| **31 Day Reduced Express* '** | $25.00 |
| **15 Day Pass** | $20.00 |
| **15 Day Reduced*** | $10.00 |
| **All Day Pass** | $4.00 |
| **All Day Reduced*** | $2.00 |
| **Single Ride** | $2.00 |
| **Single Reduced Ride*** | $1.00 |
| **Single Express Ride'** | $3.00 |
| **Single Reduced Express*'** | $2.00 |
| **Transfer** | Free |
| **Paratransit to Fixed Route** | $1.00 |

* Disabled riders are eligible for a Reduced Fare with a valid EC Rider Reduced Fare ID card. MEDICARE cards will also be accepted as proof of eligibility for Reduced Fare.

' Currently, there is no express bus service to/from Destin

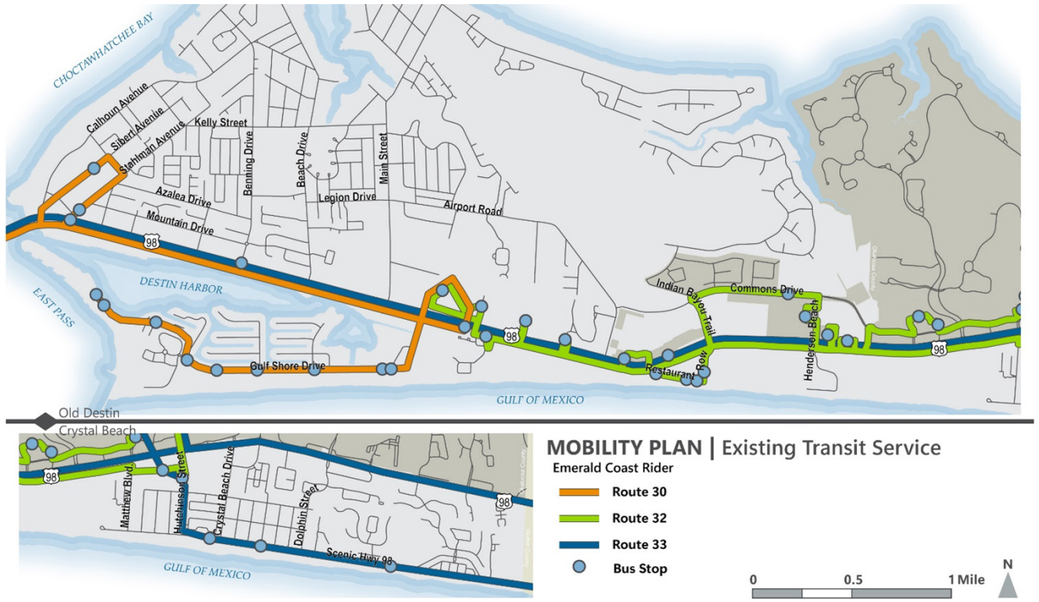


## Fixed Routes

There are currently three fixed routes that serve the City of Destin.

- **Route 30: Destin Connector (Okaloosa Island—Destin)**: Connects Destin with Okaloosa Island via U.S. 98. The route has 15 stops, 13 of which are within the City of Destin. The route has a scheduled service frequency of 20 minutes in the summer and 45 minutes in the winter and provides a connection with Route 20 from Okaloosa Island to Fort Walton Beach at its western terminus and Route 32 in Destin.
- **Route 32: Destin East (Local)**: Provides local service within the City of Destin primarily via U.S. 98 between Gulf Shore Drive and Mid-Bay Bridge Road. The route has 25 stops, all within the City of Destin. The route has a scheduled service frequency of 20 minutes in the summer and 45 minutes in the winter and provides connections to Route 30 at the west end of the route and Route 33 at the east end.
- **Route 33: Crystal Beach (Destin—Miramar Beach)**: Connects Destin with Miramar Beach via U.S. 98 and Scenic Highway 98. The route has 8 stops, 7 of which are within the City of Destin. The route has a scheduled service frequency of 20 minutes in the summer and 45 minutes in the winter and provides a connection with Route 32 in Destin.

These three routes connect at designated stops and transfers are included in a trip's fare. EC Rider has three transfer locations within Destin – 98 Palms Plaza, Crystal Beach Plaza, and Holiday Inn Express & Suites. There is also one transfer location just outside of the City limits – The Shoppes at Paradise Key. Service is generally available Monday through Friday 8:00 am to 7:00 pm year-round (excluding major holidays). The frequency of service differs, with more frequent service (20-minute headways) in the summer (Memorial Day through Labor Day) than the winter (45-minute headways).



## Demand Response Service

EC Rider provides door-to-door Dial-A-Ride paratransit service to Okaloosa County residents unable to access the system's fixed-route service. The cost of this service is based on distance traveled. Reservations are required, and can be made up to seven days in advance but no later than 1:00 PM the day before requested travel. This demand response service operates Monday through Friday from 4:00 AM to 8:00 PM, Saturday from 4:00 AM to 7:00 PM, and Sunday from 5:00 AM to noon.

Several agencies sponsor client transportation needs and pay all or most of the cost. The Florida Commission for the Transportation Disadvantaged provides cost-sharing assistance for individuals who are not sponsored and meet eligibility criteria. EC Rider also offers reduced fare options for elderly and disabled riders. Riders must apply and be approved for these reduced fares. Otherwise the fares vary between $2 and $3 per ride. The private pay rate is $2.40 per mile.

## Planned Future Fixed Route Service Improvements

Recommended transit improvements are included in the most recent Transit Development Plan adopted by Okaloosa County in July 2022. The TDP articulates goals and objectives that set the framework for EC Transit to meet community needs by: documenting the existing conditions as they relate to transit ridership and operations; identifying transit demand, mobility needs, and service and capital requirements, and; providing an estimate of operating/capital expenditures and revenue sources to facilitate implementation. The improvements support EC Transit's five goals for transit service:

1. Effectively improve transit awareness and support
2. Maximize the performance and quality of the EC Rider system
3. Forge relationships with key regional partners and stakeholders
4. Expand the EC Rider system to provide new connections
5. Pursue capital improvements and innovative technology

EC Rider studied several factors that indicate a propensity for people to use transit. The data indicate that Destin has low to moderate propensity for transit use, lagging places such as Fort Walton Beach and Crestview. However, the City also has many service industry jobs, some of which are filled by people living outside of Destin. The transit services along U.S. 98 help some of these workers reach their jobs. One of the challenges identified in the plan for these transit riders is

*Figure 1 - Existing Transit Service and 1/4 Mile Walkshed*

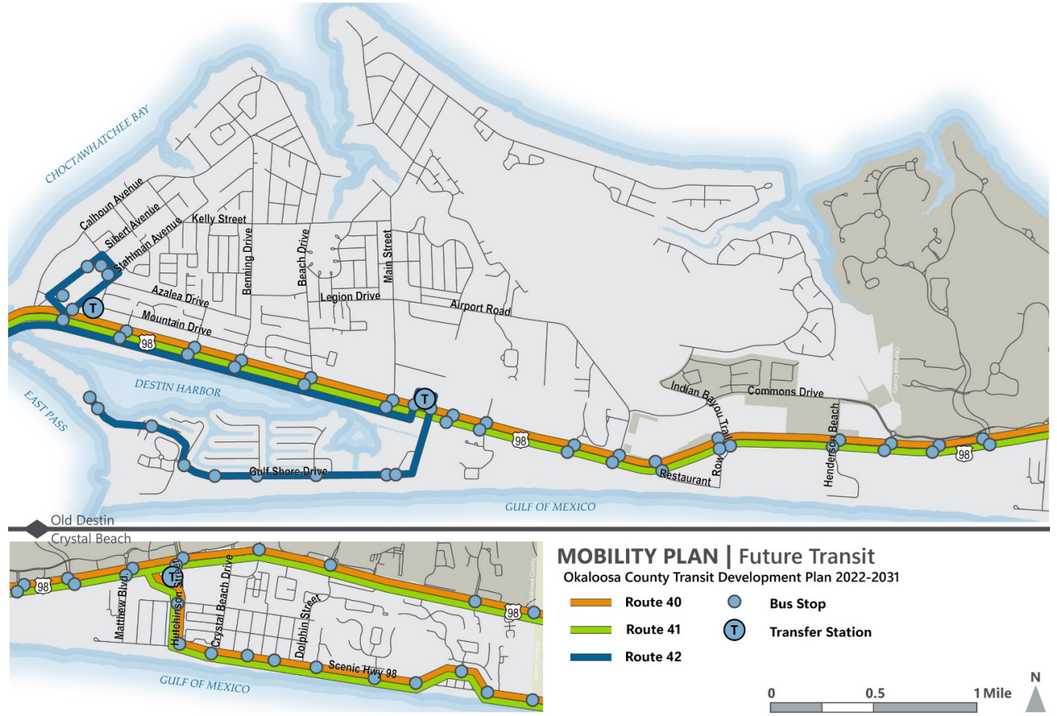


"first mile/last mile connectivity." Using transit in Destin is likely to require riders to cross U.S. 98 on foot once per day, which can be difficult due to the traffic volumes and speeds.

EC Rider's 10-year Transit Development Plan includes the following proposals that would affect transit service in Destin:

- Replace the "Beach Routes" 20, 30, 32, and 33 with new Routes 40, 41, and 42, which will reduce the number of transfers required to traverse U.S. 98, increase bus stops, and streamline routing (see the map below). This change is expected to more than double ridership in 2031 relative to a "no-build" scenario where the routes are unchanged. This improvement is scheduled for 2024.
- Add a new Crestview to Destin Commons route via the FL-293 bridge. The northern terminus would be where FL-85 meets Airport Road, and the route would serve Crestview's Main Street, City Hall, and Northwest Florida State College (NWFSC) following the path of Route 14.
- Upgrade Saturday service by running all routes at the same frequency as the same service levels as weekdays. The proposed implementation year is 2027.
- Increase evening service by adding one full cycle to the existing span on weekdays for all routes.

The plan also recommends land use and urban design strategies to support more transit use, such as mixed use development in close proximity to bus stations

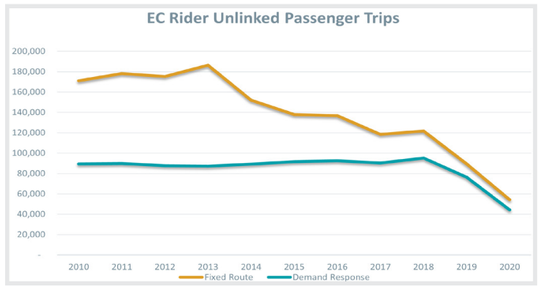


## Park and Ride

There is one designated park and ride lot within the City of Destin on Legendary Drive at the Destin Commons shopping center. Destin has four other park and ride lots in the Harbor District where people can park and access an EC Transit service. These are the Destin Community Center, Destin Library, Marler Street, and Zerbe Street.

## Performance

In 2020, EC Rider operated 32 demand response and 10 fixed transit vehicles during peak periods. Within the calendar year the service provided 54,130 fixed route passenger trips and 44,430 demand response trips, with 350,560 fixed route revenue miles and 560,710 demand response revenue miles.

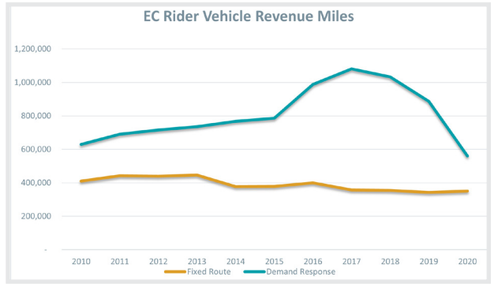



### Unlinked Passenger Trips

Throughout the past decade, passenger trips have declined with annual fixed-route trips peaking in 2013 (~186,000) to a low in 2020 (~54,000). Annual demand response ridership remained steady up to 2018 (~95,000) when it began to decline in 2019 (~76,000) and 2020 (~44,000).

### Vehicle Revenue Miles

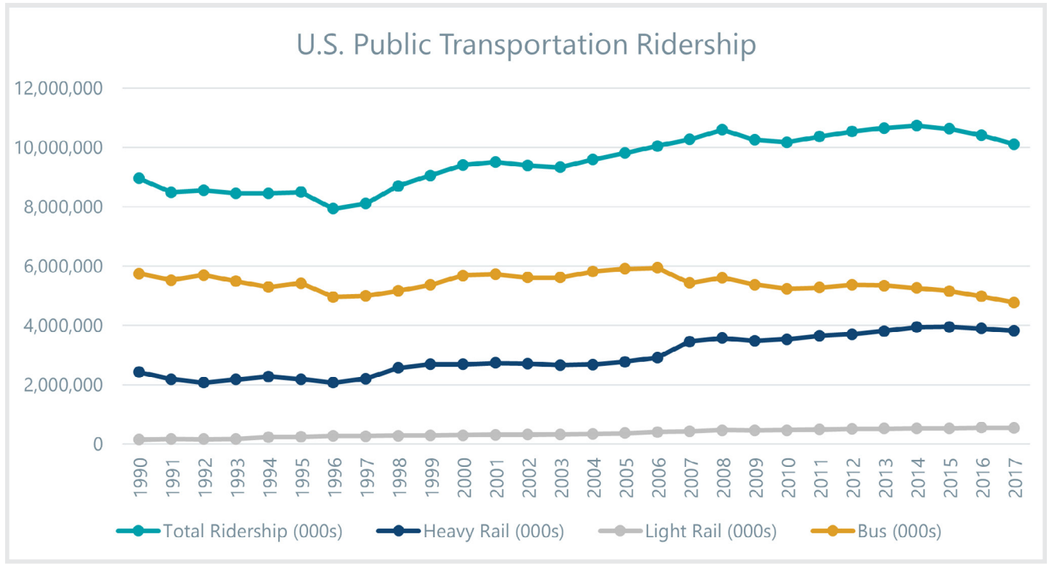
Fixed route vehicle revenue miles remained relatively consistent throughout the decade between 2010 and 2020, with demand response vehicle revenue miles dropping in response to decreased ridership.




## Factors Affecting Transit Ridership

Transit ridership in Destin and the communities serviced by EC Transit reflect broader trends in transit use across the country. The COVID pandemic exacerbated these trends, causing ridership levels to plummet. Transit use is far shy of its pre-COVID levels, even while other modes of transportation have bounced back. This points to a potentially bleak future for transit outside of the major metropolitan areas where it is essential. But transit remains an important part of the transportation mix in Destin and elsewhere. Many people rely on it for travel to and from work. This section outlines some of the causes of ridership decline, looking at data from across the country in the absence of local research on the topic.






Since 1990 (according to the American Public Transportation Association - APTA), nationwide transit ridership peaked in 2014 and has declined every year since. This downturn looks to have different root causes than previous downturns, which coincided with major national economic downturns. Among the most discussed root causes are income improvements and the emergence of ride-hailing services. If transit ridership in Destin is to improve, addressing these causes must be part of the discussion.

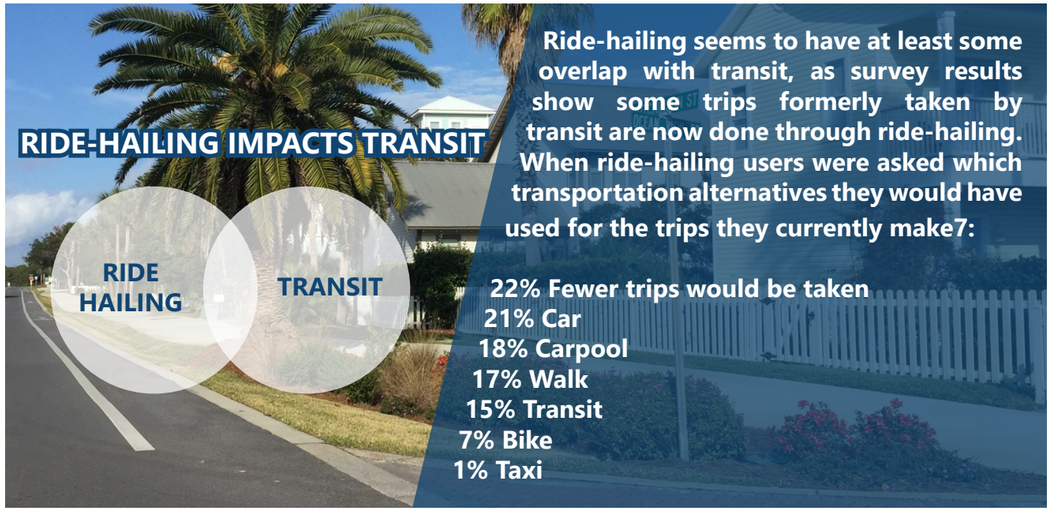
### Real Income

Real per capita disposable income (inflation adjusted) rose nearly $4,000 from 2013 to 2017 after a half-decade of stagnation. This is a more robust growth rate than any time in the previous 30 years. There have been improvements in employment rates over the same period, which are generally associated with ridership improvements. However, improvements in real per capita income are allowing former transit riders to have increased access to non-transit modes, which is mitigating to some extent the transit ridership boost from economic activity. Trends in vehicle miles of travel (VMT) support this hypothesis, as after nearly a decade of declining or steady total VMT, travel has been increasing again since 2013 .

### Ride-Hailing Services

Ride-hailing services such as Uber, Lyft, and others are transforming transportation throughout the United States. With ride-hailing's surge in availability and ridership being a relatively recent phenomenon, there is little information on the impacts ride-hailing has on public transportation. The largest study to date on ride-hailing's impact on transportation behavior found the majority

of ride-hailing service users did not have any change in transit use after adopting ride-hailing as a mode choice . A minority of respondents reported change in transit use after adopting ride-hailing. The overall change in behavior was limited but showed declines for the primary transit modes and technologies. For those with a change in transit use, bus use declined 6% and light rail use declined 3% while commuter rail increased by 3%. These findings, along with demographic data on ride-hailers (who are generally more affluent and own more cars than transit users as a whole) suggest ride-hailing users and transit users have only modest overlaps, and ride-hailing replaces transit in only certain circumstances. Results from the same research showed ride-hailing is a substitute for travel for all the primary modes of surface transportation, including for local and regional trips (see graphic on the right). Other surveys of ride-hailing customers have found one-quarter to one-half of riders would have otherwise traveled via public transportation for their trip  and understanding this dynamic within each region would require additional study.




Other studies pertaining to ride-hailing and public transportation found more mixed results. A Pew Research Center study found frequent ride-hailing users are less likely than other Americans to own a car – but also rely heavily on a range of other transportation options, suggesting ride-hailing and transit are mutually beneficial as ride-hailers abandon cars and add transit as a travel mode . This is corroborated by an APTA report noting ride-hailing services often see service demand in the 10 PM – 4 AM time period when public transit is infrequent or unavailable, furthering the complementary nature of the service . Conversely, a study focused on mobility in New York City noted during 2015 and 2016 when ride-hailing services expanded substantially in New York, bus ridership declined both years while subway ridership declined sharply from 2015 to 2016 . Looking more closely at the types of trips taken via ride-hailing services, the number of trips under 3 miles were effectively unchanged from 2013 to 2016, while the number of trips above 3 miles and particularly longer than 5 miles grew exponentially.

**Other Possible Causes of Transit Ridership Decline**

There is less research on other root causes of ridership decline, but other possibilities have been discussed.

**Regional growth and urban settlement patterns**

Regional growth patterns and low-income household settlement patterns have changed significantly over the past several decades. All of the major regions of the country have seen urban footprints grow significantly, even those not seeing significant increases in population. Transit coverage has not been able to keep up with the expanding geography of urban areas. Transit systems for the most part have not expanded, changed their service delivery model, or added routes to adequately serve developing areas. Many systems cover areas substantially the same as they have been for decades. The reasons for this are complex, but the limitations can mostly be explained by lack of funding, lack of understanding of benefits of different service delivery models, lack of ability or regional will to expand transit systems across jurisdictional lines, and lack of rationale for serving suburban and exurban areas not designed to support transit – either in transportation infrastructure or physical development. In addition to the challenges of serving most newly developed areas with transit, there is the challenge of serving the older, inner ring suburbs first built in the 1950s, 1960s and 1970s. Some of these neighborhoods have transitioned from lower-middle to middle income neighborhoods into low-income neighborhoods where a higher percentage of the population have transit needs or a propensity to ride transit. This same demographic shift has been seen in the mill villages and industry-oriented neighborhoods of North Carolina. These were designed around walking to work and getting goods and services in the neighborhood or nearby downtowns. The current day residents of these neighborhoods seek employment and services outside of the neighborhood. They are potential transit riders, but the design of their communities, and lack of transit therein, is not helping to grow transit ridership.

## Demographics

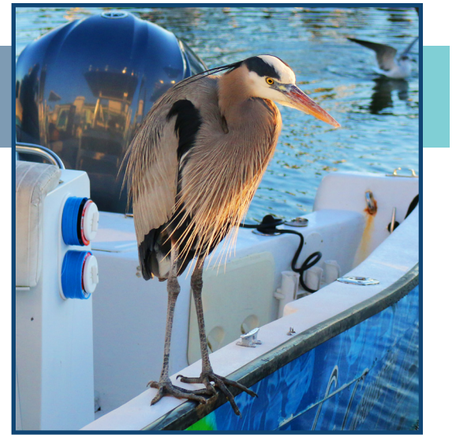
Some have suggested changing demographics have been a part of ridership decline. For instance, per Census data, immigrant workers are more likely to commute via transit than native-born workers, and the longer an immigrant stays in the U.S., the less likely they are to use transit. As immigration rates decline, so too would transit ridership . Similarly, there might be transit commuter ridership losses due to baby-boomers aging out of the workforce.

## Housing Displacement of Lower Income Transit Riders

America's cities are getting more expensive, and it may be lower income transit riders are being priced out of neighborhoods with transit. The following table shows growth in rent from 2010-2016 for three types of areas within North Carolina: Census tracts in counties without fixed route transit, tracts adjacent to fixed route transit, and tracts in counties served by fixed route transit, not adjacent to transit.

| Areas | Counts of Tracts | Average of 2010 rent | Average of 2016 rent | Average Percent Change in Rent |
|---|---|---|---|---|
| **No Fixed Route Transit in County** | 880 | $476.95 | $546.79 | 14.6% |
| **Counties with Fixed Route Transit** | 1214 | $639.24 | $737.43 | 15.4% |
| ***Adjacent to Transit*** | *753* | *$661.99* | *$769.79* | *16.3%* |
| ***Not Adjacent to Transit*** | *461* | *$602.08* | *$684.56* | *13.7%* |
| **Grand Total** | 2094 | $571.04 | $657.31 | 15.1% |





## Retail Trends

Electronic commerce is likely influencing transit ridership, especially among transit-dependent populations. E-commerce retail sales have grown from approximately $40 billion per quarter in 2010 to over $120 billion per quarter in 2018 . Shoppers are likely making fewer trips to brick and mortar establishments. There has also been a notable decline in the growth rate of retail employment starting in 2016 after several years of strong growth in the wake of the Great Recession's peak effect .

## Other

Additionally, changes in congestion levels, lack of planning for faster transit in congested corridors, cross jurisdictional travel required due to lack of affordable housing closer to the jobs, changes in fuel prices, slowdowns in transit service expansions, changes in car ownership rates, increases in telecommuting, and new bicycle and pedestrian infrastructure also play roles in the level of transit ridership.

## 4.5 SAFETY

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# SAFETY

The COVID pandemic brought a brief reduction in crashes in Destin and statewide related to the drop in vehicle miles traveled during the pandemic. Crashes increased in 2021 and continue to be a significant issue in the region. Serious crashes in Destin involving a fatality or serious injury are heavily concentrated on the U.S. 98 corridor. The roughly one mile stretch from the bridge to Beach Drive especially stands out. U.S. 98 also has many of the City's crashes involving pedestrian and bicyclists. Creating safer crossings of this major arterial for residents and tourists that want to access the destinations south of U.S. 98 is an important priority. The streets that will comprise the crosstown connector also have significant clusters of serious crashes, which should be considered as the connector is designed and improved. While the location of crashes is known and mapped on the following pages, more data is needed to identify and prioritize interventions. Safety is increasingly a top concern and priority of the U.S. DOT, creating an opportunity for the City to plan and set itself up for federal funds to address safety issues.

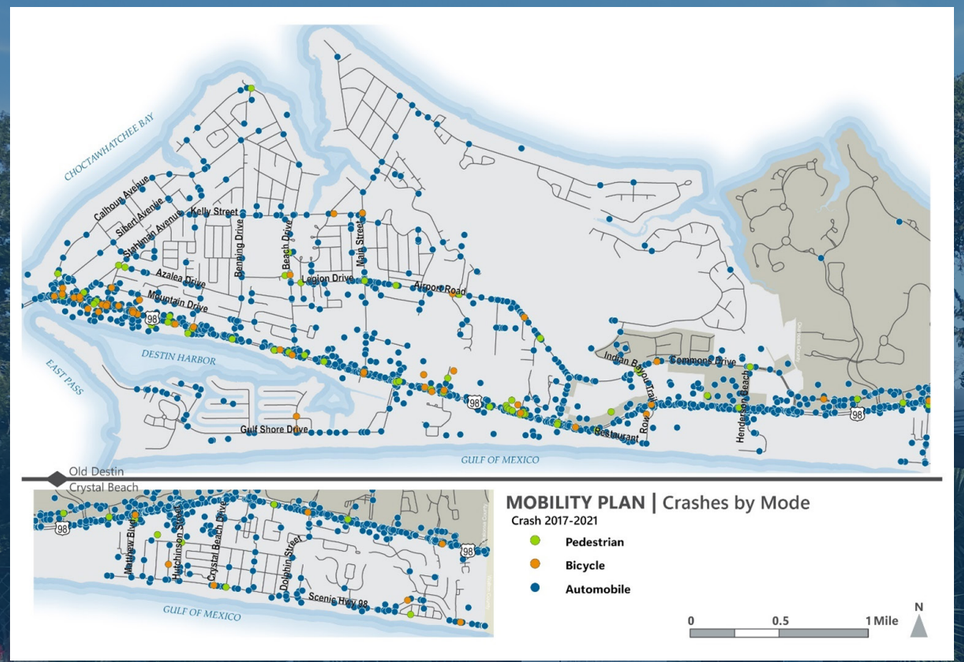
## Findings and Implications at a Glance

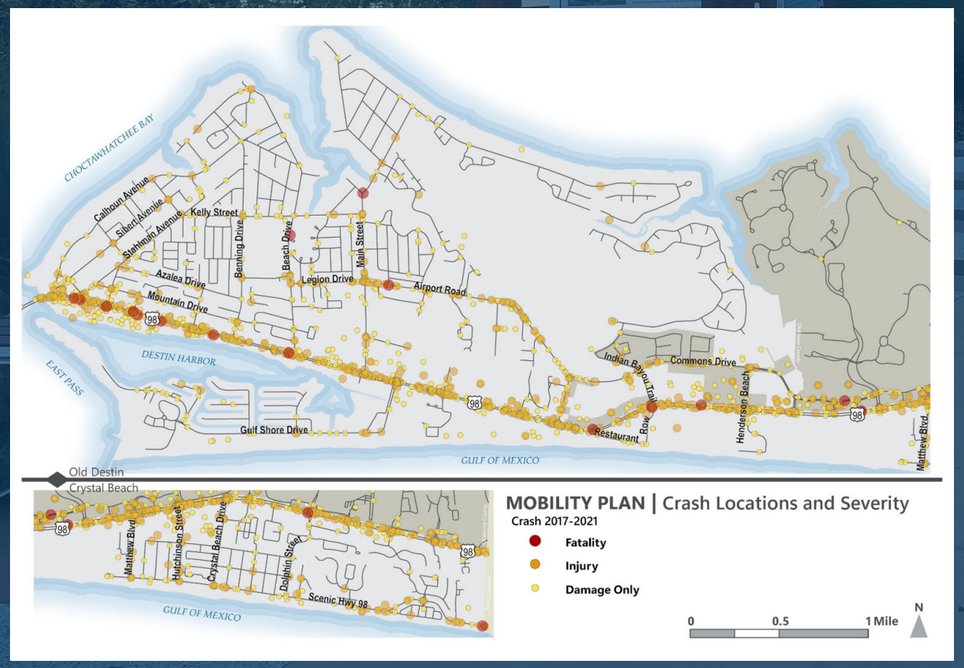
**This section presents safety and crash data that point to several key issues that will inform the recommendations of the mobility plan:**

- **U.S. 98 has several areas with crash clusters that are related to conflicts among the various users of the roadway; roadway design can help improve this situation.**
- **Collector roadways serving neighborhoods also have concentrations of crashes related to speed and design.**
- **Data driven assessment is needed to identify and prioritize interventions for safety.**
- **It is important that the assessment result in attainable goals that can be tracked and actively implemented.**
- **New federal planning and implementation programs provide funds directly to local governments to address roadway safety issues; this is something for Destin to consider as a way of identifying and implementing safety projects.**

## Crashes

The maps below show the locations for crashes between 2017 and 2021. U.S. 98 and some of the facilities that comprise the Crosstown Connector - specifically Legion Drive and Airport Road – have high numbers of crashes. Fatalities were especially concentrated on the western and eastern ends of U.S. 98. The speed and amount of travel likely contributed to these areas having concentrations of crashes resulting in a serious injury or fatality.






# Crash Trends

## State and County Trends

The COVID pandemic briefly reduced crashes as many people stayed home for significant portions of 2020. However, recent data show that crashes have picked back up since 2021. The national trend in crashes is upward, with fatalities reaching new highs in recent years. The data below show the trends in Florida, which mirror national trends. Especially disconcerting has been the significant increase in pedestrian and bicyclist fatalities.

- Total crashes decreased from 2019 to 2020 as did Vehicle Miles Traveled (VMT) within the County.
- Total crashes decreased 15% statewide and 14% within the county, while countywide VMT decreased 7.3% from 2019 to 2020.
- Total crashes increased 4.3% statewide and 1.9% countywide in 2021 as of 11/30/2021.

***Crashes in Florida***

| Year | Total Crashes | Total Fatalities | Motorcycle Fatalities | Pedestrian Fatalities | Bicyclists Fatalities | Impaired Driving Fatalities |
|---|---|---|---|---|---|---|
| **2016** | 395,785 | 3,176 | 515 | 653 | 140 | 901 |
| **2017** | 402,385 | 3,116 | 515 | 654 | 128 | 834 |
| **2018** | 403,626 | 3,135 | 531 | 720 | 160 | 1,020 |
| **2019** | 401,867 | 3,185 | 550 | 734 | 156 | 1,101 |
| **2020** | 341,399 | 3,332 | 552 | 715 | 169 | 1,096 |
| **2021** | 401,496 | 3,731 | 620 | 831 | 195 | 1,179 |

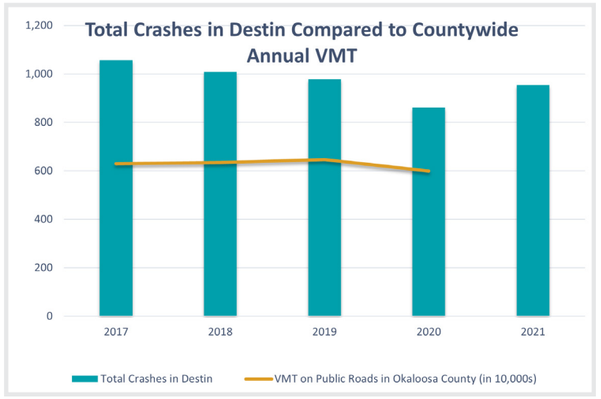
*Crashes in Okaloosa County*

| Year | Total Crashes | Total Fatalities | Motorcycle Fatalities | Pedestrian Fatalities | Bicyclists Fatalities | Impaired Driving Fatalities |
|---|---|---|---|---|---|---|
| **2016** | 3,214 | 21 | 1 | 8 | - | 4 |
| **2017** | 3,527 | 32 | 6 | 7 | 2 | 6 |
| **2018** | 3,532 | 27 | 4 | 6 | 1 | 11 |
| **2019** | 3,576 | 39 | 9 | 3 | 2 | 8 |
| **2020** | 3,075 | 45 | 6 | 13 | 2 | 5 |
| **2021** | 3,716 | 42 | 13 | 9 | 2 | 5 |

## Destin Trends

The trendline for Destin has bucked the state and national trends, with crashes declining heading into the 2020 pandemic. The 2020 and 2021 data must be taken with a grain of salt, as VMT and travel behavior changed substantially during the pandemic and coming out of it in 2021. It will be important to carefully study 2022 data as it becomes available to decipher whether the 2017-2019 trendline has continued its downward trajectory or increased similar to other parts of the state and country.

- Destin crashes had been declining but increased in 2021 (compared to 2020).
- Total 2021 crashes (954) was a reduction from (pre-pandemic) 2019 crashes (978).

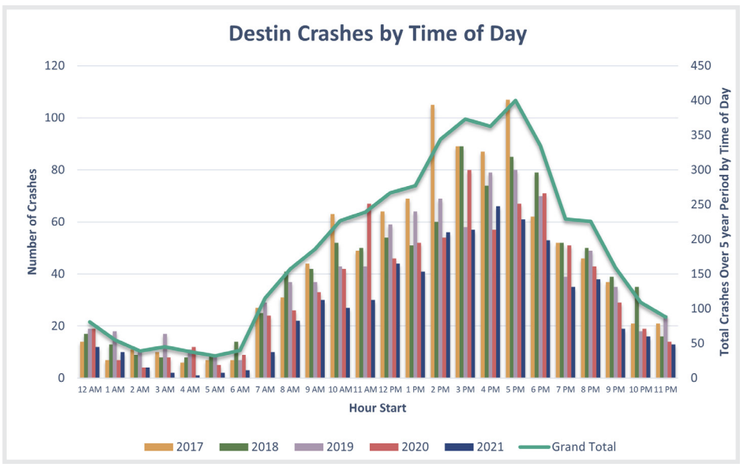


*Crashes in Okaloosa County*

| Year | Annual VMT in County | % VMT Change | Total Crashes in Destin | % Crash Change |
|---|---|---|---|---|
| **2016** | 6,104,353 | | | |
| **2017** | 6,294,202 | 3.1% | 1,057 | |
| **2018** | 6,344,696 | 0.8% | 1,009 | -4.5% |
| **2019** | 6,464,132 | 1.9% | 978 | -3.1% |
| **2020** | 5,990,682 | -7.3% | 862 | -11.9% |
| **2021** | | | 954 | 10.7% |

Prior to 2020, the number of crashes was descreasing while VMT was increasing. This is a counterintuitive trend that has several potential explanations. First, the project to widen U.S. 98 east of Airport Road had the effect of calming traffic temporarily and may have contributed to a reduction in crashes. Congestion in general can have the effect of slowing traffic and reducing the severity of crashes. Vehicle technology may also be a contributing factor. Newer vehicles typically come with technologies aimed at improving safety such as automatic emergency braking, blind spot detection, and driver monitoring systems. Whatever the causes for this trend, it is not safe to assume travel and crashes will diverge. Roadways across the country still have an unacceptable level of severe and fatal crashes. Technology can help improve the situation, but so can community and roadway design. As the projects recommended in this plan are implemented it is important to view each as an opportunity to enhance safety and continue to trend of fewer crashes.

Destin's daily crash pattern remained fairly steady between 2017 and 2021. Crashes most frequently occur during the afternoon and early evening before dropping after 7:00 PM.

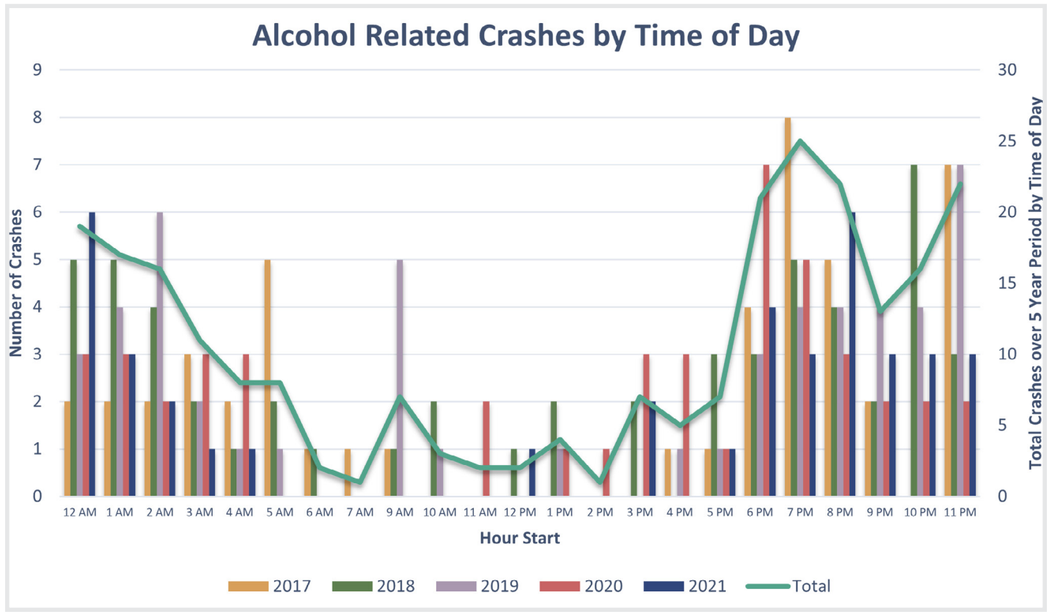


## Alcohol-Related and Distracted Driver Crashes

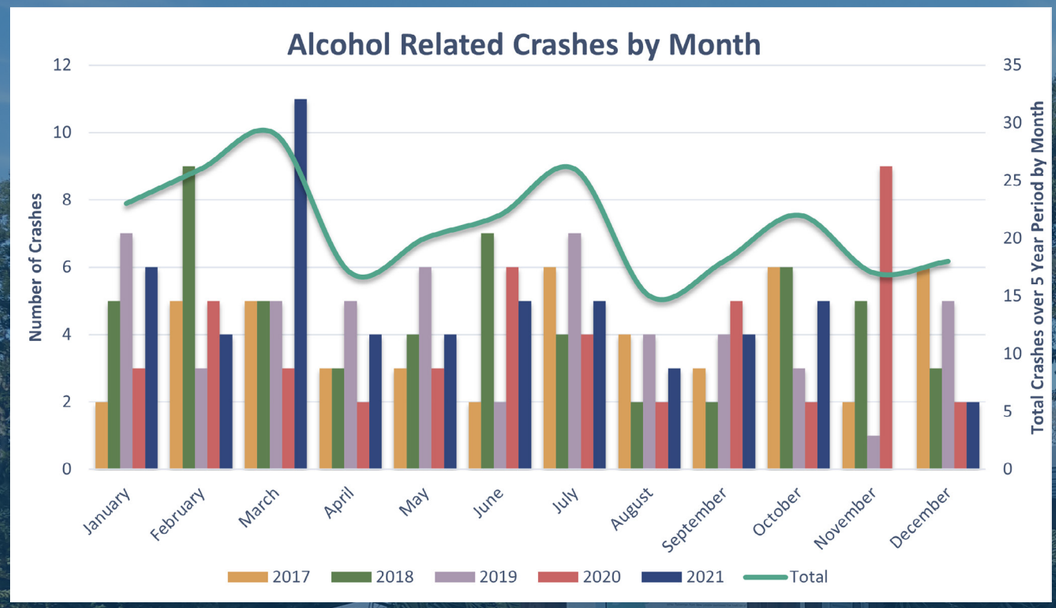
Alcohol is a significant factor in many crashes and especially serious crashes resulting in a fatality or serious injury. These crashes peak between between 6 and 8 PM and in the overnight hours (11 PM to 1 AM). Very few alcohol-related crashes occur between 6 AM and 4 PM. Destin also shows a seasonality to these types of crashes; they have typically peaked in March, July, and October over the past 5 years.

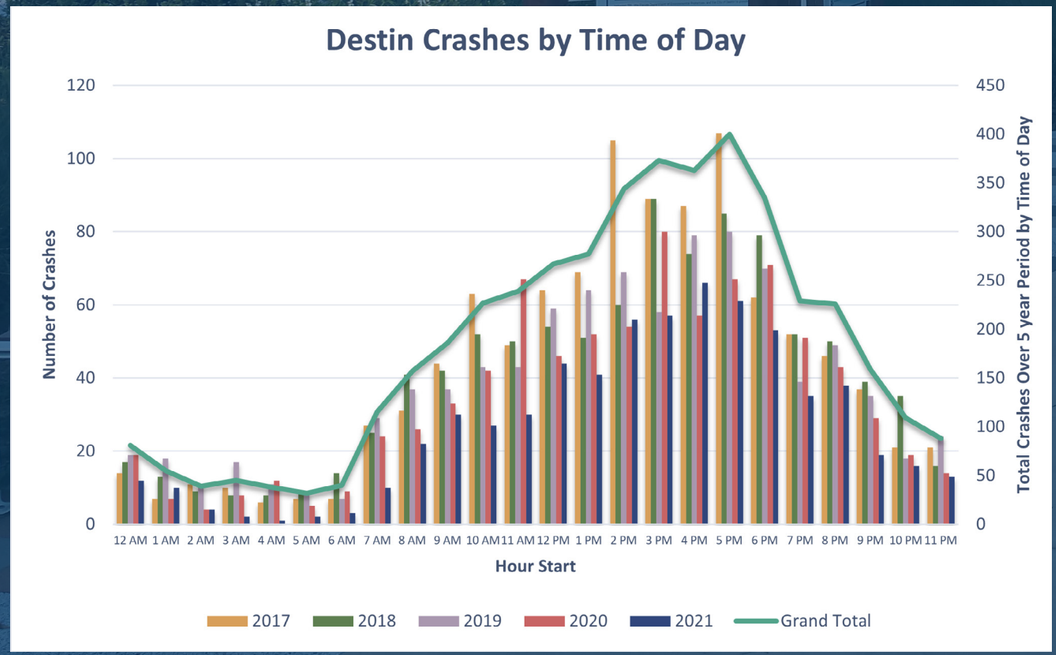
Distracted driving has become an urgent concern in recent years. These crashes occur with the greatest frequency in the early afternoon to evening hours (2 to 6 PM) with fewer occurring overnight or in the morning.

Data for Okaloosa County show an increase in alcohol-related crashes between 2019 and 2021. Countywide there were 55 alcohol-related crashes in 2019, 77 in 2020, and 83 in 2021. Serious injuries resulting from alcohol-related crashes doubled between 2019 and 2021.



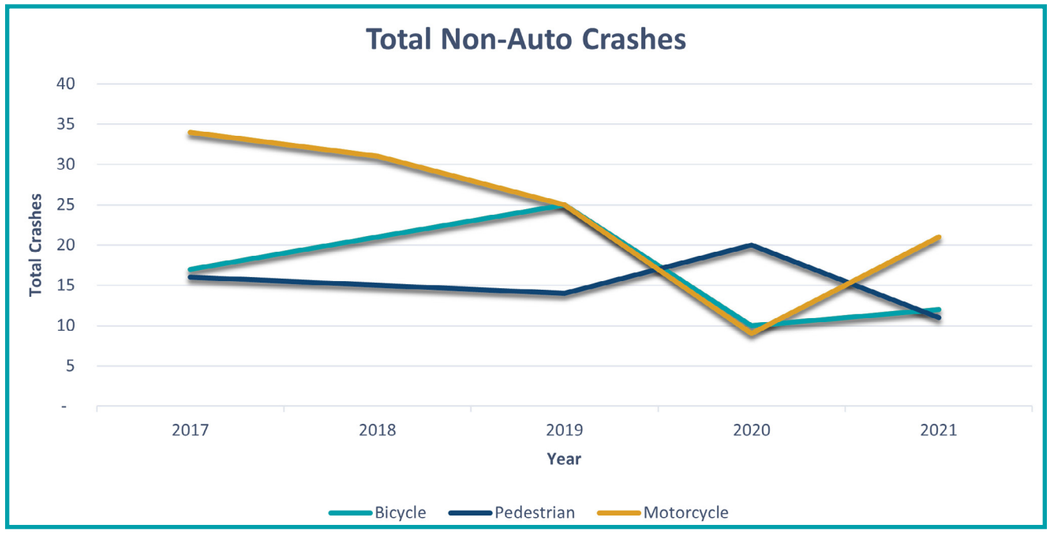


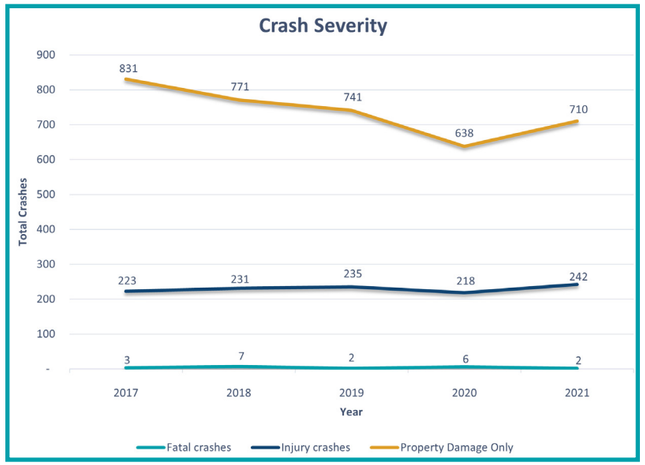



## Crash Type and Crash Severity

Non-auto crashes happen with greater frequency in Florida than much of the nation. This may be due in part to the climate, tourism, relatively flat terrain, and high concentration of older retirees in the state. Roadway design is also an important factor. Destin, like most Florida cities, has experienced many crashes involving pedestrians, bicyclists, and motorcycles. While these crashes have declined in absolute numbers since 2017, the pandemic is a confounding event that makes it difficult to know the true trend. As with auto crashes, it will be important to closely study the 2022 data to see if these crash types are truly declining.

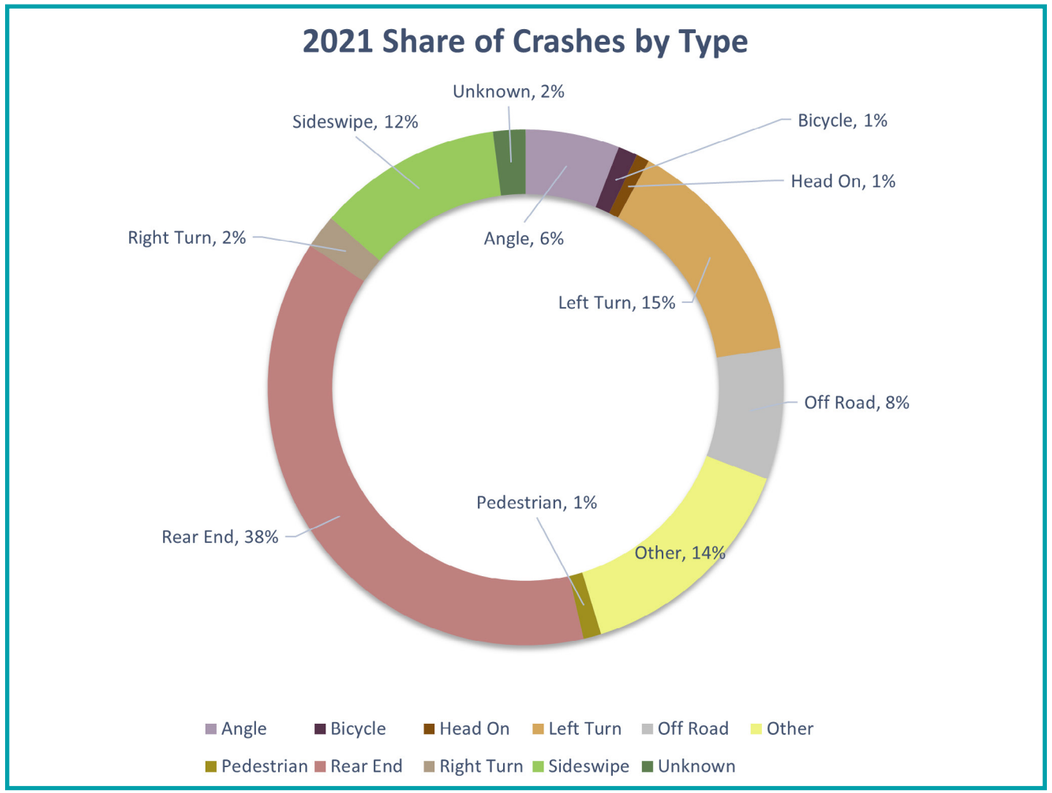



The chart below shows the total number of crashes in Destin and if they involved fatalities, injuries, or property damage only. In some instances, a crash may have more than one fatality or injury. The overall trend line has been downward to crashes. However both injury crashes and property damage only crashes have increased since their 2020 pandemic-induced lull. Fatal crashes are too infrequent to draw any significant conclusions; they have been fairly flat since 2017 with upticks in 2018 and 2020. Overall bicycle and pedestrian crashes each comprise only about 1% of total crashes.






The most common type of crash is Destin is a rear end crash. These made up about 38% of crashes in 2021. Left turns and sideswipes were the other two largest crash types at 15% and 12% respectively.



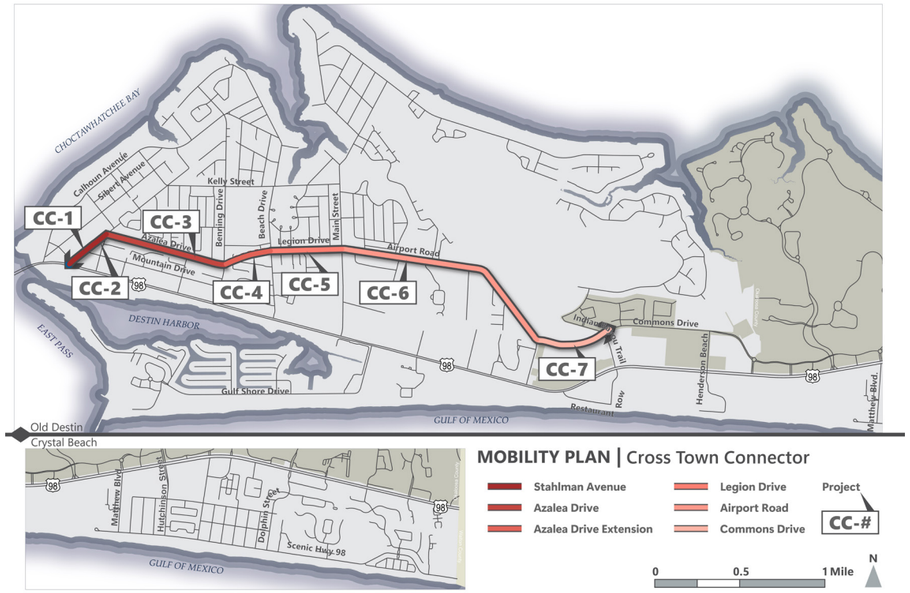

In conclusion, crashes are a significant issue in Destin. Not only do residents need to reach their destinations in a reasonable amount of time and by the mode of their choosing, they must also feel safe and comfortable in doing so. The emphasis in pedestrian and bicycle planning in recent years has been on creating streets that are safe and comfortable for people of all ages and abilities. Given the City's strong tourism industry and range of people from kids to retirees that visit or live here, designing future facilities for people of all ages and abilities is a suitable goal for Destin. This goal will help to make the transportation network better for all users.

# APPENDIX



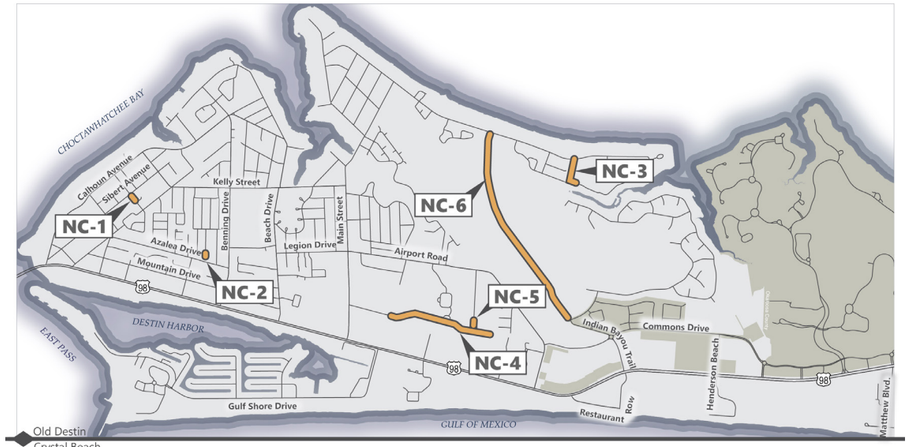
# DESTIN MOBILITY PLAN
# OPEN HOUSE SUMMARY

## Cross Town Connector




| Projects ranked in order of priority | Name | ID | Cost Estimate | Location | Improvement | # of Votes |
|---|---|---|---|---|---|---|
| 1 | **Azalea Drive Extension** | CC-4 | $9,632,529 | Azalea Drive to Legion Drive | New street connection to close gap in Cross Town Connector | ●●●●●●●● (8) |
| 2 | **Commons Drive** | CC-7 | $1,130,271 | Airport Road to Indian Bayou Trail | Add trees and pedestrian amenities | ●●●●● (5) |
| 3 | **Stahlman Avenue** | CC-2 | $2,327,859 | Mountain Drive to Azalea Drive | Reconstruct with parking (west side), buffer and trees (east side), lighting, pedestrian amenities, and multi-use pathways | ●●●● (4) |
| 4 | **Stahlman Avenue** | CC-1 | $276,915 | Harbor Boulevard to Mountain Drive | Add lighting; reconstruct east side with buffer, trees, wider sidewalk, and pedestrian amenities | ●●● (3) |
| 4 | **Legion Drive** | CC-5 | $1,116,415 | Beach Drive to Main Street | Add trees, lighting, and pedestrian amenities | ●●● (3) |
| 4 | **Airport Road** | CC-6 | $4,143,607 | Main Street to Commons Drive | Add trees, lighting, and pedestrian amenities | ●●● (3) |
| 5 | **Azalea Drive** | CC-3 | $8,725,686 | Stahlman Avenue to Benning Drive | Add trees, lighting, pedestrian amenities, and multi-use pathways to fill gaps; Add planted median where feasible | ●● (2) |

## New Streets




**MOBILITY PLAN** | New Street Projects

- **NC-1** Pine Street
- **NC-2** Sailfish Drive
- **NC-3** Indian Bayou North Extension
- **NC-4** 98 Palms Blvd
- **NC-5** Mattie M. Kelly Blvd
- **NC-6** Sunchase Blvd
- **NC-7** John Avenue

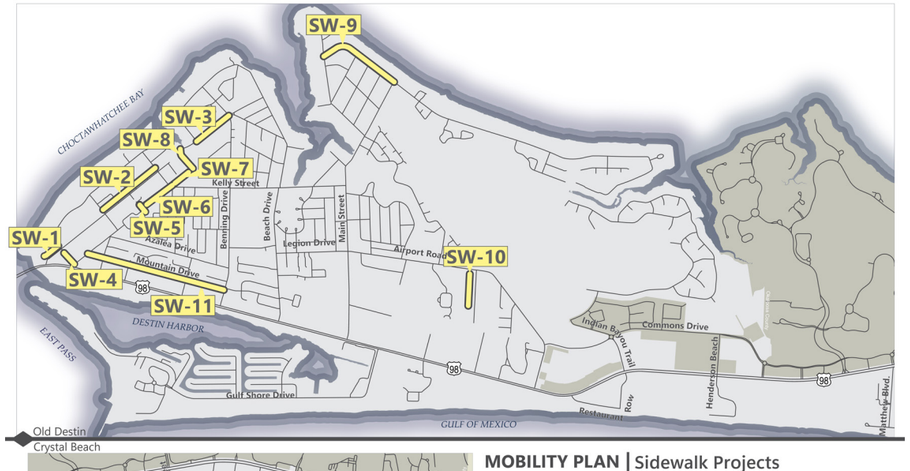
0 0.5 1 Mile N

| Projects ranked in order of priority | Name | ID | Cost Estimate | Location | Improvement | # of Votes |
|---|---|---|---|---|---|---|
| 1 | **98 Palms Boulevard** | NC-4 | $9,149,623 | From existing end of 98 Palms Boulevard to Mattie M. Kelly Boulevard | New minor collector | ●●●●●●●●●●●●●●●● (16) |
| 2 | **Mattie M. Kelly Boulevard** | NC-5 | $844,581 | From existing ends of northern and southern roadways | New minor collector | ●●●●●●●●●●●● (12) |
| 3 | **Sunchase Boulevard** | NC-6 | $17,313,901 | Indian Bayou Trail to Indian Trail | New minor collector | ●●●●● (5) |
| 4 | **Indian Bayou North Extension** | NC-3 | $1,857,605 | Current end of Indian Bayou North to Indian Trail | New local street (residential) | ●●● (3) |
| 4 | **John Avenue** | NC-7 | $866,882 | Dolphin Street to Sunfish Street | New local street (residential) | ●●● (3) |
| 5 | **Pine Street** | NC-1 | $743,042 | Sibert Avenue to Blue Marlin Court | New local street (residential) | (0) |
| 5 | **Sailfish Drive** | NC-2 | $619,202 | Azalea Drive to Sailfish Circle | New local street (residential) | (0) |



DESTIN MOBILITY PLAN
OPEN HOUSE SUMMARY

## Sidewalks



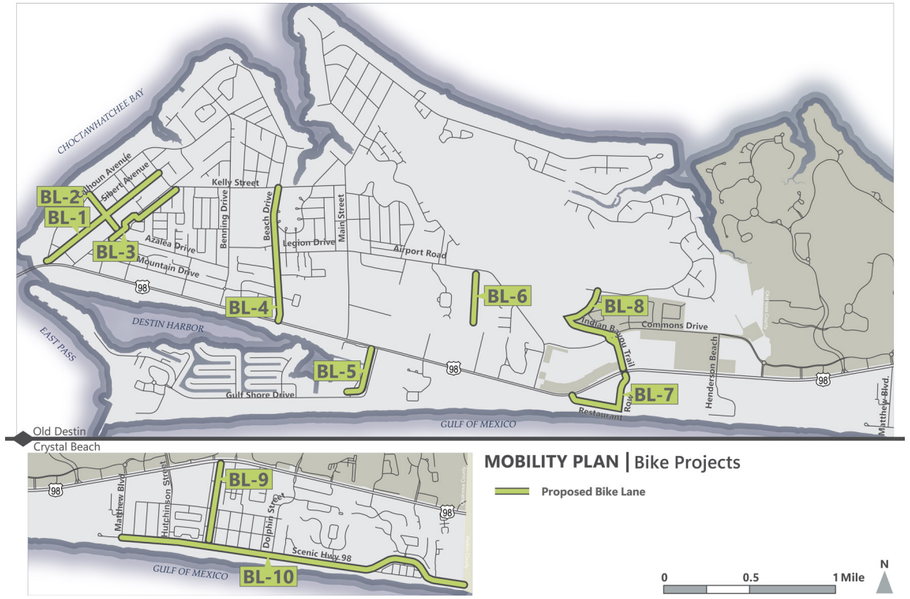

**MOBILITY PLAN** | Sidewalk Projects

- Proposed Sidewalk

0 0.5 1 Mile N

| Projects ranked in order of priority | Name | ID | Cost Estimate | Location | Improvement | # of Votes |
|---|---|---|---|---|---|---|
| 1 | **Indian Trail Sidewalk** | SW-9 | $278,099 | Bayou Drive to Main Street | South side sidewalk | ●●●●●●●●● (9) |
| 2 | **Mattie M. Kelly Boulevard (northern) Sidewalk** | SW-10 | $222,801 | Existing sidewalk to Airport Road | West side sidewalk | ●●●●●● (6) |
| 2 | **Mountain Drive Sidewalk** | SW-11 | $674,700 | Stahlman Avenue to roundabout | North side sidewalk | ●●●●●● (6) |
| 3 | **Sibert Avenue Sidewalk** | SW-2 | $419,030 | Forest Street to Kelly Street | East side sidewalk | ●●●● (4) |
| 3 | **Zerbe Street Sidewalk** | SW-4 | $103,606 | Sibert Avenue to Stahlman Avenue | South side sidewalks | ●●●● (4) |
| 4 | **Sibert Avenue Sidewalk** | SW-1 | $105,269 | Calhoun Avenue to Zerbe Street | East side sidewalk | ●●● (3) |
| 5 | **Hickory Street Sidewalk** | SW-8 | $79,613 | Stahlman Avenue to Sibert Avenue | South side sidewalk | ●● (2) |
| 6 | **Stahlman Avenue Sidewalk** | SW-6 | $123,461 | Pine Street to Primrose Lane | Sidewalk | ● (1) |
| 7 | **Sibert Avenue Sidewalk** | SW-3 | $255,506 | Cross Street to Benning Avenue | East side sidewalk | (0) |
| 7 | **Pine Street Sidewalk** | SW-5 | $31,082 | Blue Marlin Court to Stahlman Avenue | North side sidewalk | (0) |
| 7 | **Stahlman Avenue Sidewalk** | SW-7 | $169,656 | Kelly Street to Hickory Street | West side sidewalk | (0) |

## Bike Lanes

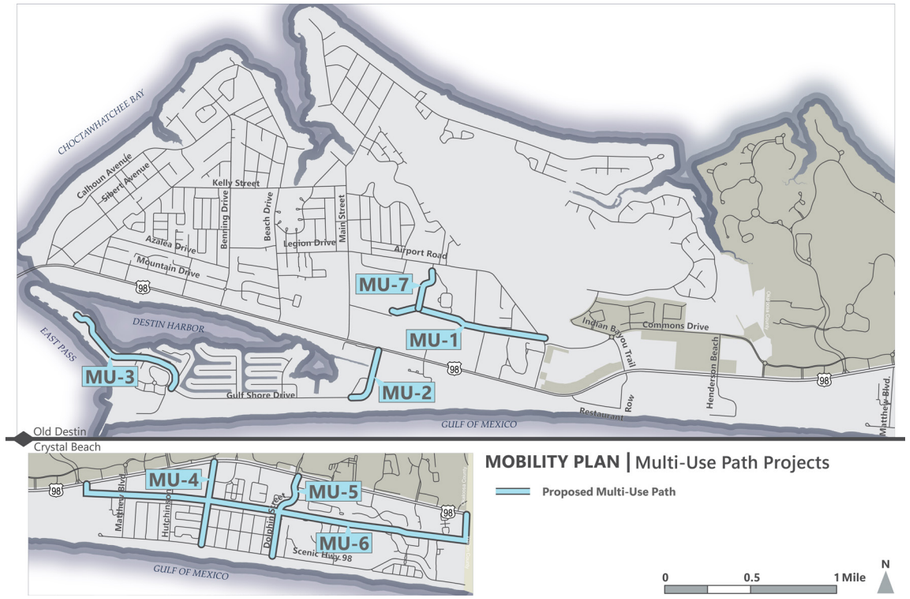



| Projects ranked in order of priority | Name | ID | Cost Estimate | Location | Improvement | # of Votes |
|---|---|---|---|---|---|---|
| 1 | Indian Bayou Trail Bicycle Lanes | BL-8 | $541,324 | Emerald Coast Parkway to Country Club Drive | Bicycle Lanes | (7) |
| 2 | Beach Drive Bicycle Lanes | BL-4 | $573,455 | Harbor Boulevard to Kelly Street | Bicycle lanes | (6) |
| 2 | Scenic 98 (west)/ Restaurant Row Bicycle Lanes | BL-7 | $2,286,414 | Emerald Coast Parkway to Emerald Coast Parkway | Bicycle lanes | (6) |
| 3 | Sibert Avenue Bicycle Lanes | BL-1 | $600,696 | Calhoun Avenue to Kelly Street | Bicycle Lanes | (5) |
| 4 | Gulf Shore Drive Bicycle Lanes | BL-5 | $257,042 | Sandpiper Cove to Harbor Boulevard | Bicycle lanes | (4) |
| 4 | Crystal Beach Drive Bicycle Lanes | BL-9 | $352,036 | Scenic 98 to Emerald Coast Parkway | Bicycle Lanes | (4) |
| 4 | Scenic 98 (east) Bicycle Lanes | BL-10 | $9,673,289 | Matthew Boulevard to Walton County Line | Bicycle Lanes | (4) |
| 5 | Stahlman Avenue Bicycle Lanes | BL-3 | $360,417 | Azalea Drive to Kelly Street | Bicycle lanes | (3) |
| 5 | Mattie M. Kelly Boulevard (northern) Bicycle Lanes | BL-6 | $185,377 | Existing end roadway to Airport Road | Bicycle lanes | (3) |
| 6 | Forest Street Bicycle Lanes | BL-2 | $85,215 | Calhoun Avenue to Stahlman Avenue | Bicycle lanes | (2) |



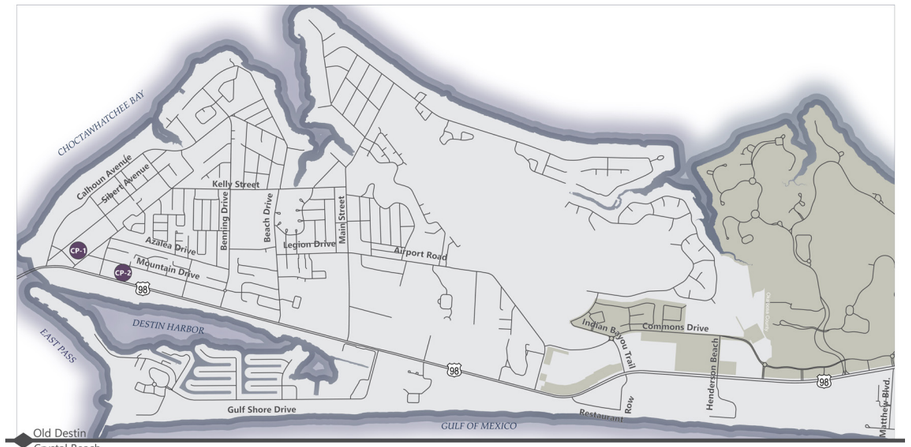
DESTIN MOBILITY PLAN
OPEN HOUSE SUMMARY

## Multi-Use Paths




| Projects ranked in order of priority | Name | ID | Cost Estimate | Location | Improvement | # of Votes |
|---|---|---|---|---|---|---|
| 1 | Powerline easement (west) Multi-use Path | MU-1 | $10,000,000 | Main Street to Airport Road | Multi-use path | (14) |
| 1 | Powerline easement (east) Multi-use Path | MU-6 | $1,941,257 | Emerald Coast Parkway to Walton County Line | Multi-use path | (14) |
| 2 | Gulf Shore Drive Multi-use Path | MU-3 | $557,162 | Norriego Point to Durango Road | West/south side multi-use path | (8) |
| 3 | Gulf Shore Drive Multi-use Path | MU-2 | $298,017 | Sandpiper Cove to Harbor Boulevard | West side multi-use path | (7) |
| 4 | West of Twin Lakes | MU-7 | TBD | 98 Palms Boulevard to Airport Road | Multi-use path | (6) |
| 5 | Dolphin Street/Regatta Bay Boulevard Bicycle Lanes and Multi-use Path | MU-5 | $453,504 | Scenic 98 to Emerald Coast Parkway | East side multi-use path | (5) |
| 6 | Crystal Beach Drive Multi-use Path | MU-4 | $408,154 | Scenic 98 to Emerald Coast Parkway | East side multi-use path | (4) |

## Community Parking

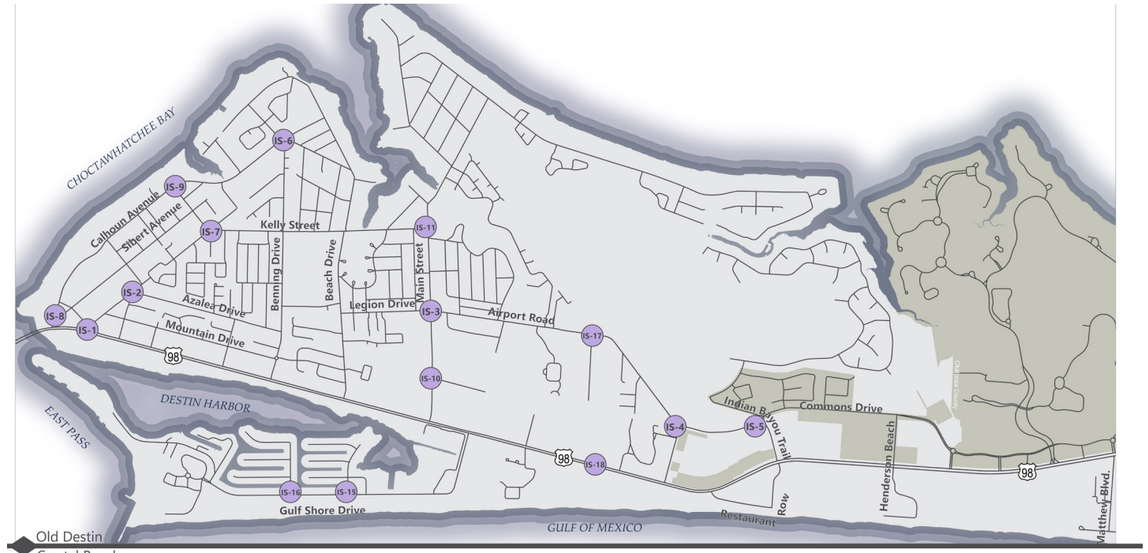



| Projects ranked in order of priority | Name | ID | Cost Estimate | Location | Improvement | # of Votes |
|---|---|---|---|---|---|---|
| 1 | **Zerbe Street Public Parking Lot** | CP-1 | $31,772,869 | Marler Street at Mountain Drive and Harbor Boulevard | Parking Deck | (17) |
| 2 | **Marler Street Public Parking Lot** | CP-2 | $18,442,179 | Zerbe Street at Sibert Avenue behind the Destin Community Center | Parking Deck | (13) |
| 3 | **Crystal Beach Parking Lot (FPL easement)** | CP-3 | $1,501,500 | In the utility easement between Cobia Street and Dolphin Street | Parking Lot | (12) |



DESTIN MOBILITY PLAN
OPEN HOUSE SUMMARY

## Intersection Enhancements



| Projects ranked in order of priority | Name | ID | Cost Estimate | Location | Improvement | # of Votes |
|---|---|---|---|---|---|---|
| 1 | **Stahlman Avenue at Zerbe St & Harbor Blvd** | IS-1 | $135,828 | Intersection with Zerbe Street and Harbor Blvd | More visible crosswalks, reduce curb cuts, pedestrian refuge, extend central medians | ●●●●●●●●●● (10) |
| 2 | **Calhoun Avenue at Sibert Ave** | IS-8 | $19,399 | Intersection with Sibert Avenue | Enhance multimodal access between public parking and planned boardwalk under the bridge | ●●●●●●●● (8) |
| 3 | **Main Street at Kelly Street** | IS-11 | $240,253 | Intersection with Kelly Street | Enhance multimodal access, reduce turn lanes, reduce curb cuts, extend bike lane | ●●●●●●● (7) |
| 4 | **Legion Drive/ Airport Road at Main Street** | IS-3 | $631,990 | Intersection with Main Street | Extend curb/sidewalk, remove double left turn, shift lanes, rehab crosswalk, reduce turning radius, streetscaping | ●●●●●● (6) |
| 5 | **Airport Road at Commons Drive** | IS-4 | $66,983 | Intersection with Commons Drive | Improve crosswalks, add crosswalk across south leg, add pedestrian refuge, add bike lane/path, reduce turning radii, add N/S pedestrian signal head | ●●●●● (5) |
| 6 | **Benning Drive at Sibert Ave, 1st St, and 4th St** | IS-6 | $1,201,471 | Intersection with Sibert Avenue, 1st St, and 4th St | Add roundabout with bicycle and pedestrian accommodations or alternative intersection improvements | ●●●● (4) |
| 7 | **Stahlman Avenue at Azalea Drive** | IS-2 | $123,159 | Intersection with Azalea Drive | Crosswalks, continuous sidewalk, close Palmetto at intersection, move Azalea stop | ●●● (3) |
| 7 | **Commons Drive at Indian Bayou Trail** | IS-5 | $38,798 | Intersection with Indian Bayou Trail | Extend bike lanes, rehab crosswalks | ●●● (3) |
| 8 | **Stahlman Avenue at Kelly Street** | IS-7 | $1,062,945 | Intersection with Kelly Street | Enhance pedestrian island, explore roundabout option | ●● (2) |
| 9 | **Calhoun Avenue at Kelly St** | IS-9 | $20,668 | Intersection with Kelly Street | Add crosswalk, repaint bike lanes, three-way stop at intersection | ● (1) |
| 9 | **Main Street at 98 Palms Blvd** | IS-10 | $566,135 | Intersection with 98 Palms Boulevard | Improve crosswalks and build a median on 98 Palms | ● (1) |
| 9 | **Scenic 98 East at Matthew Blvd** | IS-12 | $791,371 | Intersection with Matthew Boulevard | Repaint and add crosswalks, add signage, and streetscaping | ● (1) |
| 9 | **Gulf Shore Drive at Moreno Point Rd** | IS-15 | $9,217 | Intersection with Moreno Point Rd | Straighten crosswalk, remove unnecessary sidewalk, ADA compliance | ● (1) |
| 9 | **Gulf Shore Drive at Norriego Rd** | IS-16 | $9,217 | Intersection with Norriego Rd | Remove both crosswalks to create ADA compliant crosswalk from Norriego Rd to Gulf Shore Dr | ● (1) |
| 10 | **Scenic 98 East at Shirah St** | IS-13 | $791,371 | Intersection with Shirah Street | Repaint and add crosswalks, add signage, and streetscaping | (0) |
| 10 | **Scenic 98 East at Pompano St** | IS-14 | $791,371 | Intersection with Pompano Street | Mid-block crossing links to beach access | (0) |



# DESTIN MOBILITY PLAN OPEN HOUSE SUMMARY

## Questions/Comments

### Cross Town Connector

No comments

### New Streets

Concerns regarding the impact of Sunchase Boulevard and Indian Bayou subdivision

Preference for sidewalks on Indian Bayou North before NC-3

Concerns about traffic noise, light pollution, installation of speed tables, and homeowner landscaping if NC-3 moves forward

### Sidewalks

Suggestion for a sidewalk from Bayou Dr/Indian Trail to turn north at North Indian Trail (along SW-9)

### Bike Lanes

Concerns regarding safety of BL-7 and BL-8 left turns at US Highway 98

### Multi-Use Paths

Suggestion for a multi-use path getting kids from Indian Trail to Destin High School

Suggestion for a multi-use path from Indian Trail to Harbor

### Community Parking

Concerns about pedestrian access and overall accessibility regarding parking projects

### Intersection Enhancements

No comments

## New Mobility Project Suggestions

| Name | Location | Improvement |
|---|---|---|
| **Indian Trail** | Bayou Drive to North Indian Trail | New north side sidewalk |
| **Main Street** | Legion Drive to Kell Aire Dr | New east side sidewalk |
| **Restaurant Row** | From public parking lot to US Hwy 98 | New east side sidewalk |
| **Indian Trail** | Starts alongside NC-3 and ends at Destin High School | New multi-use path |
| **Indian Trail** | Indian Trail to Destin Harbor | New multi-use path |

# EXHIBIT "A"

# Destin, Florida Mobility Fee Study Memo

## *Introduction*

Mobility fees are an important tool for cities like Destin to fund transportation projects to address impacts from future growth, while also tackling service gaps such as multimodal infrastructure and traffic congestion. This study examines the feasibility and potential impacts of increasing mobility fees in Destin, with the goal of enhancing the city's transportation network and promoting sustainable solutions for all modes of travel. The mobility fee will replace the existing transportation impact fee in Destin's current fee structure.

The content within this memo will provide a comprehensive overview of the city's Mobility Plan, highlighting how increased mobility fees can facilitate its implementation. It will outline a proposed fee schedule, project fee revenue over the lifespan of the Mobility Plan and examine the legal context surrounding mobility fees. Additionally, the methodology used to calculate the proposed fee rates is described in detail.

The findings of this memo aim to support policy decisions by the City Council, ultimately enhancing Destin's connectivity and safety, and creating a more vibrant environment for residents and visitors alike to live, work, and play.

### Mobility Plan Overview

The Destin Mobility Plan, adopted in September 2024, serves as a comprehensive blueprint for addressing the city's current and future transportation needs. This plan aims to increase capacity, enhance safety, and improve walking and biking options throughout Destin. It encompasses over 60 projects, including the completion and upgrades to the Cross Town Connector, new roadway construction, multi-use trails, sidewalks, bike lanes, intersection enhancements, and community parking facilities. The total estimated cost for implementing all projects within the plan is approximately $152 million.

To support the planning and construction of seven high-priority projects outlined in Phase 1 of the Mobility Plan, the mobility fee will play a crucial role. The combined cost of these seven key projects exceeds $30 million. Below is a list of the specific projects intended to be funded by the mobility fee:

| Project ID | Project Name | Estimated Cost |
|---|---|---|
| NC-4 | 98 Palms Boulevard | $9,149,623 |
| MU-1 | Powerline easement (west) multi-use path | $10,000,000 |
| NC-5 | Mattie M. Kelly Boulevard | $844,581 |
| IS-1 | Stahlman Avenue at Zerbe St & Harbor Blvd | $135,828 |
| CC-4 | Azalea Drive Extension | $9,632,529 |
| IS-8 | Calhoun Avenue at Sibert Avenue | $19,399 |
| SW-9 | Indian Trail Sidewalk | $278,099 |
| Total Cost: | | $30,060,059 |

# *Mobility Fee*

## Fee Schedule

Table 1 presents the calculated maximum mobility fee by land use code, derived from projected Equivalent Dwelling Units (EDUs) and the total cost of necessary infrastructure improvements. The Methodology section of this report provides further details.

*Table 1 Maximum Fee table*

| Proposed Land Uses | ITE Code | ITE 11th | ITE Rate | % New Trips | New 1-way trips | EDU | Maximum Fee |
|---|---|---|---|---|---|---|---|
| Single-Family Detached | 210 | Dwelling | 9.43 | 100% | 4.72 | 1.00 | $14,365 |
| Long-term Residential | | | | | | | |
| Less than 500 sq. ft. | | | | 100% | 3.30 | 0.70 | $10,047 |
| 500—749 sq. ft. | | | | 100% | 4.00 | 0.85 | $12,173 |
| 750—999 sq. ft. | | | | 100% | 4.52 | 0.96 | $13,776 |
| 1,000—1,499 sq. ft. | | | | 100% | 5.08 | 1.08 | $15,475 |
| 1,500—1,999 sq. ft. | | | | 100% | 5.61 | 1.19 | $17,078 |
| 2,000—2,999 sq. ft. | | | | 100% | 6.16 | 1.31 | $18,778 |
| 3,000—3,999 sq. ft. | | | | 100% | 6.69 | 1.42 | $20,381 |
| 4,000 sq. ft. or more | | | | 100% | 7.08 | 1.50 | $21,578 |
| Short-term Residential | | | | | | | |
| Less than 500 sq. ft. | | | | 100% | 4.68 | 0.99 | $14,257 |
| 500—749 sq. ft. | | | | 100% | 7.05 | 1.49 | $21,466 |
| 750—999 sq. ft. | | | | 100% | 8.83 | 1.87 | $26,901 |
| 1,000—1,499 sq. ft. | | | | 100% | 10.72 | 2.27 | $32,662 |
| 1,500—1,999 sq. ft. | | | | 100% | 12.50 | 2.65 | $38,097 |
| 2,000—2,999 sq. ft. | | | | 100% | 14.40 | 3.05 | $43,858 |
| 3,000—3,999 sq. ft. | | | | 100% | 16.18 | 3.43 | $49,293 |
| 4,000 sq. ft. or more | | | | 100% | 17.51 | 3.71 | $53,352 |
| Multifamily Housing (Low-Rise) (220) | 220 | Dwelling | 6.74 | 100% | 3.37 | 0.71 | $10,267 |
| Multifamily Housing (Mid-Rise) (221) | 221 | Dwelling | 4.53 | 100% | 2.27 | 0.48 | $6,901 |
| Mobile Home Park (240) | 240 | Dwelling | 7.12 | 100% | 3.56 | 0.76 | $10,846 |
| | | | | | | | |
| Hotel/Motel (310) | 310 | Room | 7.99 | 100% | 4.00 | 0.85 | $12,171 |
| Shopping Center >150k (820) | 820 | 1000 sq. ft. | 37.01 | 51% | 9.44 | 2.00 | $28,753 |
| Shopping Plaza 40-150k (821) | 821 | 1000 sq. ft. | 67.52 | 40% | 13.50 | 2.86 | $41,141 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Shopping Plaza 40-150k - w/Supermarket (821) | 821 | 1000 sq. ft. | 94.49 | 40% | 18.90 | 4.01 | $57,575 |
| Strip Retail Plaza <40k (822) | 822 | 1000 sq. ft. | 54.45 | 40% | 10.89 | 2.31 | $33,178 |
| Automobile Sales (New) (840) | 840 | 1000 sq. ft. | 27.84 | 100% | 13.92 | 2.95 | $42,409 |
| Supermarket (850) | 850 | 1000 sq. ft. | 93.84 | 24% | 11.2608 | 2.39 | $34,307 |
| Drive-in Bank (912) | 912 | 1000 sq. ft. | 100.35 | 32% | 16.06 | 3.41 | $48,916 |
| Automobile Parts and Service Center (943) | 943 | 1000 sq. ft. | 16.6 | 100% | 8.30 | 1.76 | $25,287 |
| Convenience Store (851) | 851 | 1000 sq. ft. | 762.28 | 16% | 59.08 | 12.53 | $179,984 |
| | | | | | | | |
| Golf Course (430) | 430 | Acres | 3.74 | 100% | 1.87 | 0.40 | $5,697 |
| Marina (420) | 420 | Berths | 2.41 | 100% | 1.21 | 0.26 | $3,671 |
| Fast-Food Restaurant with Drive-Through Window (934) | 934 | 1000 sq. ft. | 467.48 | 23% | 52.59 | 11.15 | $160,226 |
| High-Turnover (Sit-Down) Restaurant (932) | 932 | 1000 sq. ft. | 107.2 | 38% | 20.37 | 4.32 | $62,053 |
| Fine Dining Restaurant (931) | 931 | 1000 sq. ft. | 83.84 | 38% | 15.93 | 3.38 | $48,531 |
| Convenience Store/Gas Station (945) | 945 | Fueling Positions | 265.12 | 16% | 20.55 | 4.36 | $62,598 |
| General Office Building (710) | 710 | 1000 sq. ft. | 10.84 | 100% | 5.42 | 1.15 | $16,513 |
| Medical-Dental Office Building - Stand-Alone (720) | 720 | 1000 sq. ft. | 36.00 | 100% | 18.00 | 3.82 | $54,839 |
| Hospital (610) | 610 | 1000 sq. ft. | 10.77 | 100% | 5.39 | 1.14 | $16,406 |
| Nursing Home (620) | 620 | 1000 sq. ft. | 6.75 | 100% | 3.38 | 0.72 | $10,282 |
| Church (560) | 560 | 1000 sq. ft. | 7.6 | 100% | 3.80 | 0.81 | $11,577 |
| Private School (K-12) (532) | 532 | Students | 2.48 | 100% | 1.24 | 0.26 | $3,778 |
| Day Care Center (565) | 565 | Students | 4.09 | 100% | 2.05 | 0.43 | $6,230 |
| General Light Industrial (110) | 110 | 1000 sq. ft. | 4.87 | 100% | 2.44 | 0.52 | $7,419 |
| Warehousing (150) | 150 | 1000 sq. ft. | 1.48 | 100% | 0.74 | 0.16 | $2,254 |

# *Context*

The following sections provide a comprehensive overview of the legal framework established by Florida Statutes that permits the implementation of a mobility fee. Additionally included is a summary of the extraordinary circumstances that demonstrate the need for an increase beyond the standard allowable percentage, as permitted by Section 163.31801 of the Florida Statutes. Finally, the necessary regulatory amendments that City staff should pursue following the adoption of the mobility fee are described.

### SUMMARY OF CONTEXT

Florida law allows local governments to create a "Mobility Plan" and associated fees for the purpose of funding transportation improvements in their jurisdictions. The law states that these fees cannot be used to block or delay development approvals if developers have agreed to pay the transportation costs associated with their projects. It also says that any revenue gained as a result of these fees must be dedicated to the projects outlined in the Mobility Plan. Such fees must also follow other Florida laws for impact fees. To ensure full compliance with Florida law, there are five actions that must be taken as part of or prior to the new fee's adoption: the new study and associated fees must be adopted within one year of beginning the study; 90 days' notice is required before adopting an increased fee; two publicly noticed workshops must be held; approval of the fee increase must receive a two-thirds majority vote from Council; and the Plan and fee study must be consistent with Florida Statutes.

The current mobility fee study, which was conducted under unusual economic conditions, aims to change fees that have not been updated since 2008. Increased construction costs, inflation, and supply chain disruptions are among the factors that have made it necessary to raise the fees in order to keep up with the higher costs of materials and labor.

There are two changes that must be made to City policies and regulations to reflect this new fee. First, the Comprehensive Plan needs to be updated to explicitly reference the Mobility Plan and fee, replacing terms like "transportation impact fee" with "mobility fee". Second, the Land Development Code must be revised to include the new Mobility Fee schedule and relevant policies from the Comprehensive Plan and Mobility Plan, which ensures that all City documents stay consistent with current transportation funding goals and with each other.

## Legal Framework

Florida Statutes s. 163.3180 authorizes local governments to establish a mobility plan and associated fees for their transportation systems. However, localities cannot use this alternative system to delay or deny applications for site plan approvals, plat approvals, final subdivision approvals, building permits, or their functional equivalents, provided that developers commit to funding the transportation impacts their projects create, as defined by the local government's fee structure.

The revenue generated from the mobility fee must be allocated to the implementation of the Mobility Plan, which serves as the foundational basis for the fee itself. Additionally, the

mobility fee must adhere to Section 163.31801 of the Florida Statutes, which outlines regulations for impact fees.

To ensure compliance with Section 163.31801, the following steps are required prior to or as part of the fee's adoption:

- The new study and associated fees must be adopted within 12 months of initiating the fee study.
- A minimum of 90 days' notice is required before the effective date of any fee increase.
- At least two publicly noticed workshops must be conducted.
- The ordinance approving the fee increase must receive a two-thirds majority vote from the City Council.
- The Mobility Plan and Mobility Fee Study align with all relevant stipulations outlined in Sections 163.3180 and 163.31801 of the Florida Statutes.

## Extraordinary Circumstances

The mobility fee study is being conducted under exceptional circumstances that highlight the need for a substantial increase in the City's current transportation impact fee, which has remained unchanged since June 2008. This fee update will be closely aligned with the Phase 1 projects outlined in the recently adopted Mobility Plan and described above.

The timing of this fee update is particularly critical given the extraordinary economic conditions stemming from various factors. The ongoing repercussions of policies implemented to mitigate the impacts of COVID-19, along with sustained disruptions in global supply chains vital to the availability of construction materials and equipment, have led to significant price increases in construction costs. These price hikes are driven by inflation, characterized by a substantial increase in the U.S. dollar money supply, persistent supply chain challenges, and robust demand for new construction.

Additionally, a strong housing market, fluctuations in the labor market, and heightened government spending on infrastructure have further contributed to elevated demand and prices in the construction sector. The U.S. Bureau of Labor Statistics' Producer Price Index by Commodity for Construction Materials serves as a key indicator of these trends. Since March 2020, when the COVID-19 pandemic began, material prices have surged by 32% as of November 2023. While this study does not predict that such price increases will continue at the same pace, the extraordinary events of the past three years necessitate an update to project costs and, consequently, the impact fee.

Moreover, it's important to highlight that construction costs have significantly risen since the current impact fee was established in 2008. The Producer Price Index for Construction Materials increased from 200.4 in June 2008 to 337.3 in June 2023, reflecting the urgent need for a fee adjustment to account for these rising costs.

### REGULATORY AMENDMENTS

The following outlines the two regulatory amendments required to City documents after the adoption of the mobility fee, ensuring consistency with the City's policies, Comprehensive Plan, and Land Development Code:

- Comprehensive Plan: The Mobility Plan and associated fee should be explicitly referenced within the Comprehensive Plan. Additionally, all instances of "transportation impact fee" must be updated to "mobility fee," and any language that ties the mobility fee to concurrency should be removed.
- Land Development Code (LDC): The section of the LDC addressing transportation impact fees should be revised to include the Mobility Fee schedule. This update must also incorporate references to the relevant policies within the Comprehensive Plan and the Mobility Plan.

## *Methodology*

This section outlines the methodology used to determine the new mobility fee, which follows a proportionate share allocation model. This approach estimates the costs of infrastructure improvements required to support new development and allocates these costs based on projected increases in transportation demand. The demand is forecasted by calculating the number of new daily trips generated by future development, using data from the Destin Mobility Plan, adopted in September 2024.

The Destin Mobility Plan identifies key infrastructure projects needed to accommodate growth, including new transportation facilities and improvements to existing facilities.

The total cost of the infrastructure improvements outlined in the Destin Mobility Plan is divided by the projected growth in Equivalent Dwelling Units (EDUs), ensuring that each new development contributes its proportional share of the transportation improvements necessary to support future growth.

### SUMMARY OF STEPS USED TO CALCULATE MOBILITY FEE

These steps are described in more detail in the following sections.

1. Calculate Standard Service Unit. When new homes or businesses are built, they add traffic to the roads. To fairly measure how much traffic each use type adds, Equivalent Dwelling Units (EDUs) are used. One EDU represents the traffic generated by a typical single-family home. This allows us to compare different types of buildings and figure out how much traffic they'll create. Each building type is evaluated based on how much traffic it generates compared to a single-family home, and only new trips are counted.

2. Analyze the relationship between dwelling units and trip generation. To ensure the fee is fair, we looked at how the size of a home affects the impact it has on traffic. Three main sources of information were used for this analysis: property data, such as home size and number of bedrooms; household occupancy data, the number of people living in homes of different sizes; and household trip rates, or how

often people travel based on their household size. This information was used to figure out how the square footage of a home relates to the amount of traffic the home generates. We found that larger homes with more bedrooms tend to generate more trips.

    a. For short-term rental properties, a similar method was used. However, since short-term rentals are typically more frequently occupied, the calculation was adjusted to assume they were always fully booked.

3. Calculate Equivalent Dwelling Units (EDUs). An EDU measures the traffic impact of a typical single-family home, using Institute of Transportation Engineers (ITE) land use code 210 as the standard. The number of trips people make, based on data from the National Household Travel Survey (NHTS), is adjusted to match the ITE's traffic rates for homes. This adjustment makes sure the data is consistent and takes into account the differences in traffic created by different types of households. For other kinds of uses, we calculate how much traffic they generate compared to that single-family home. Pass-by trips and diverted link trips were not counted, and only one side of the trip (either arrival or departure) was counted to avoid double-counting the trip.
4. Estimate the cost of Phase 1 improvements. The total estimated cost of Phase 1 improvements is $30,060,059.
5. Estimate EDUs through 2040. Population and employment growth forecasts were used to estimate the total number of EDUs expected by 2040. To calculate the projected EDUs, the expected growth in people and jobs was converted to square footage, as needed, and then matched with the appropriate ITE code for each job type. This calculation gives us an estimate of 2092.62 EDUs by 2040.
6. Calculate the Mobility Fee. Divide the total cost of planned improvements (from Step 4) by the estimated EDUs (from Step 5):

$$\$30,060,059 \text{ (improvements)} / 2092.62 \text{ (EDUs)} = \$14,364.79$$

## Calculating Standardized Service Unit

The transportation demand created by different land use types are standardized into a unit of measurement known as the service unit, defined as the Equivalent Dwelling Unit (EDU). One EDU represents the transportation demand generated by a typical single-family detached home. This standardized metric allows for consistently comparing various land uses based on their impact on the transportation system.

Trip generation data—measuring vehicle movements generated by different types of development—forms the foundation for calculating service units. Mobility fees account for demand across all transportation modes, including motorized and non-motorized travel.

Each land use type is evaluated according to its relative travel demand compared to a standard single-family home. Trip generation rates are adjusted to reflect only net new trips that contribute additional demand to the transportation system.

## Relationship Between Dwelling Units and Trip Generation

This section reviews how the relationship between dwelling unit size, the number of bedrooms, and trip-making behavior was developed for the Destin context. The goal is to ensure that the mobility fee accurately reflects the impact of various residential development scales. The data for this analysis were drawn from three key sources:

1. Parcel characteristics, including land use type, number of bedrooms, and building square footage, were obtained from the Okaloosa County Property Appraiser's records. This provided detailed insights into the physical attributes of the housing stock in the area.
2. Household occupancy data from the 2021 American Community Survey (ACS) Public Use Microdata Sample (PUMS)[1] for Okaloosa County allowed for localized estimates of residents per household by dwelling unit type and size. The results are presented in Table 2.

*Table 2 Persons/household by # of bedrooms, SFDU (2021 ACS PUMS, Okaloosa County)*

| # of bedrooms | Persons per Household |
|---|---|
| 1 | 1.74 |
| 2 | 1.98 |
| 3 | 2.42 |
| 4 | 3.06 |
| 5 | 3.67 |

3. Household person trip rates were sourced from the 2022 National Household Travel Survey (NHTS)[2], with a focus on the South Atlantic region and Metropolitan Statistical Areas (MSAs) under one million residents, which provides region-specific data on travel behavior. This data is crucial in informing the relationship between housing characteristics and transportation demand in Destin.

*Table 3 Trips per Person by Household Size (NHTS 2021, South Atlantic)*

| Household Size | Daily Trips per Person |
|---|---|
| 1 | 2.61 |
| 2 | 2.35 |
| 3 | 2.48 |
| 4 | 2.22 |
| 5 | 1.60 |

[1] https://www.census.gov/programs-surveys/acs.html
[2] https://nhts.ornl.gov

| | |
|---|---|
| 6 | 1.12 |
| 7 | 1.55 |

These sources were combined to establish the relationship between square footage and trip generation for single-family homes. A logarithmic regression model was used to capture the non-linear relationship between dwelling unit size and the number of trips generated. The resulting estimates of trips per household size for single-family dwelling units (SFDU) are presented in Figure 1.

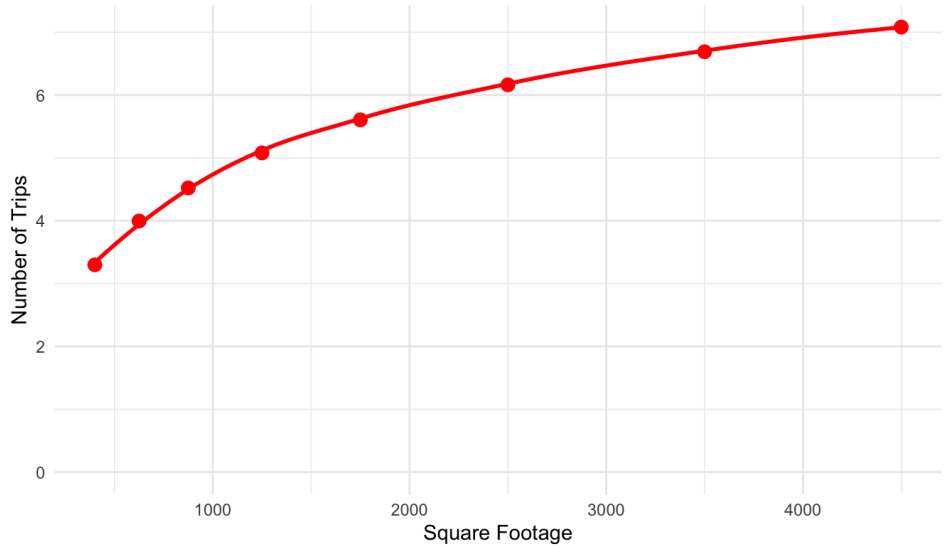



*Figure 1 Relationship between trips and square footage for a single-family residential home*

*Short-Term Rental Trip Generation*

Trip generation rates for short-term rentals were calculated similarly to those for single-family homes, with adjustments reflecting the higher utilization rates of short-term rental properties. Trip-making rates were adjusted to assume 100% occupancy based on the number of bedrooms. The resulting expected trips based on the number of square feet are depicted in Figure 2.

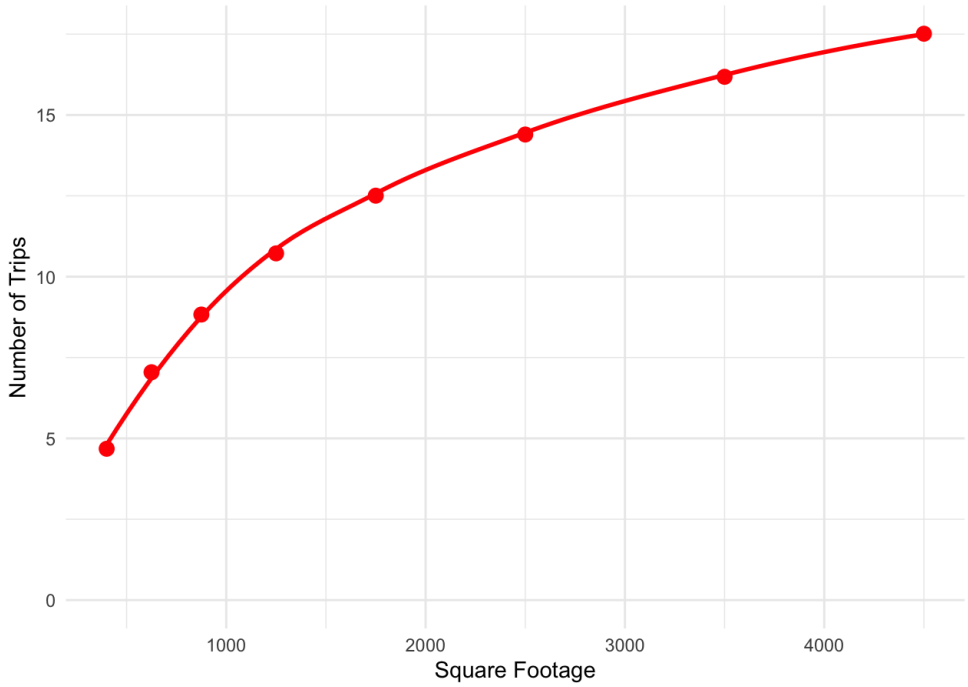



*Figure 2 Relationship between trips and square footage for a short-term rental*

## Calculating Equivalent Dwelling Units (EDUs)

This step involves standardizing transportation demand across different land uses into EDUs, allowing for consistent fee calculations. The EDU is based on the transportation impact of a typical single-family detached home, using Institute of Transportation Engineers (ITE) land use code 210 as the benchmark. Household trip rates calculated using the National Household Travel Survey (NHTS) are refactored by adjusting them to match the proportionate ITE residential trip generation rates. This adjustment ensures all rates are sourced from ITE and are internally consistent, while also representing the varying impacts of different household types.

Pass-by trips refer to vehicles already on the road that stop at a development before continuing their route. Diverted-link trips divert from their original route to visit a development before rejoining the network. Since these trips do not generate new traffic, they are excluded from the EDU calculations. Additionally, ITE trip generation rates are halved to represent only the production side (as trip generation includes both arrivals and departures). The resulting EDUs are presented in Table 4.

*Table 4 EDU by land use type*

| Proposed Land Uses | ITE Code | Unit Type | ITE Rate | % New Trips | New 1-way trips | EDU |
|---|---|---|---|---|---|---|
| Single-Family Detached | 210 | Dwelling | 9.43 | 100% | 4.72 | 1.00 |
| Long-term Residential | | | | | | |
| Less than 500 sq. ft. | | | | 100% | 3.30 | 0.70 |

| | | | | | | |
|---|---|---|---|---|---|---|
| 500—749 sq. ft. | | | | 100% | 4.00 | 0.85 |
| 750—999 sq. ft. | | | | 100% | 4.52 | 0.96 |
| 1,000—1,499 sq. ft. | | | | 100% | 5.08 | 1.08 |
| 1,500—1,999 sq. ft. | | | | 100% | 5.61 | 1.19 |
| 2,000—2,999 sq. ft. | | | | 100% | 6.16 | 1.31 |
| 3,000—3,999 sq. ft. | | | | 100% | 6.69 | 1.42 |
| 4,000 sq. ft. or more | | | | 100% | 7.08 | 1.50 |
| Short-term Residential | | | | | | |
| Less than 500 sq. ft. | | | | 100% | 4.68 | 0.99 |
| 500—749 sq. ft. | | | | 100% | 7.05 | 1.49 |
| 750—999 sq. ft. | | | | 100% | 8.83 | 1.87 |
| 1,000—1,499 sq. ft. | | | | 100% | 10.72 | 2.27 |
| 1,500—1,999 sq. ft. | | | | 100% | 12.50 | 2.65 |
| 2,000—2,999 sq. ft. | | | | 100% | 14.40 | 3.05 |
| 3,000—3,999 sq. ft. | | | | 100% | 16.18 | 3.43 |
| 4,000 sq. ft. or more | | | | 100% | 17.51 | 3.71 |
| Multifamily Housing (Low-Rise) (220) | 220 | Dwelling | 6.74 | 100% | 3.37 | 0.71 |
| Multifamily Housing (Mid-Rise) (221) | 221 | Dwelling | 4.53 | 100% | 2.27 | 0.48 |
| Mobile Home Park (240) | | Dwelling | 7.12 | 100% | 3.56 | 0.76 |
| | | | | | | |
| Hotel/Motel (310) | 310 | Room | 7.99 | 100% | 4.00 | 0.85 |
| Shopping Center >150k (820) | 820 | 1000 sq. ft. | 37.01 | 51% | 9.44 | 2.00 |
| Shopping Plaza 40-150k (821) | 821 | 1000 sq. ft. | 67.52 | 40% | 13.50 | 2.86 |
| Shopping Plaza 40-150k - w/Supermarket (821) | 821 | 1000 sq. ft. | 94.49 | 40% | 18.90 | 4.01 |

## *Calculation of the Mobility Fee*

After calculating EDUs, the next step is to allocate the costs of necessary transportation improvements based on expected growth in EDUs. By estimating the number of new EDUs, we determine each development's proportional share of infrastructure costs for the projects outlined in the Destin Mobility Plan.

### Planned Improvements

The cost of planned transportation infrastructure improvements comes from the Destin Mobility Plan, which details essential projects needed to support growth. These include road expansions, multimodal enhancements like bike lanes and sidewalks, and other upgrades. Cost estimates for these projects were developed. Based on the Mobility Plan,

as illustrated in 5, Phase 1 projects that are to be funded by the Mobility Fee are anticipated to cost $30,060,059.

*Table 5 Phase I Mobility Fee Projects*

| ID | Name | Cost | Phase |
|---|---|---|---|
| NC-4 | 98 Palms Boulevard | $9,149,623 | 1 |
| MU-1 | Powerline easement (west) Multi-use Path | $10,000,000 | 1 |
| NC-5 | Mattie M. Kelly Boulevard | $844,581 | 1 |
| IS-1 | Stahlman Avenue at Zerbe St & Harbor Blvd | $135,828 | 1 |
| CC-4 | Azalea Drive Extension | $9,632,529 | 1 |
| IS-8 | Calhoun Avenue at Sibert Ave | $19,399 | 1 |
| SW-9 | Indian Trail Sidewalk | $278,099 | 1 |
| | TOTAL | $30,060,059 | |

## Estimating Equivalent Dwelling Units (EDUs) Through 2040

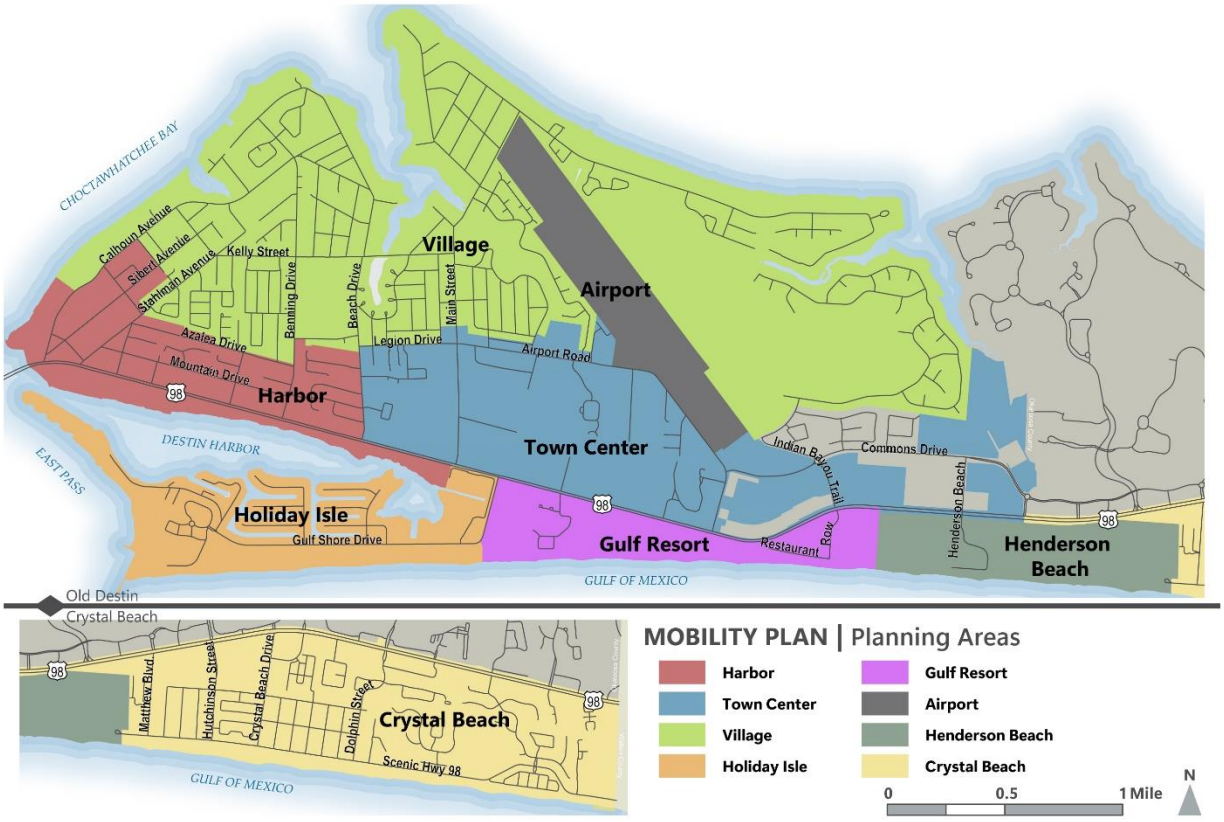
Population and employment growth forecasts for Destin were used to project the total number of EDUs expected by 2040. These assumptions are documented in Table 6. The growth projections for people and jobs are translated into EDUs by converting growth units to square footage[3], when necessary, and matching the mixture of associated Institute of Transportation Engineers (ITE) land use code presently on the ground in Destin for each job type. The result is an estimate of EDUs anticipated by 2040.

*Table 6 Population and employment growth forecast (new units anticipated by 2040)*

| Planning Area | SF Pop | MF Pop | Housing Units | Hotel/ Motel | Seasonal | Ser Emp | Com Emp | Ind Emp | Tot Emp |
|---|---|---|---|---|---|---|---|---|---|
| Airport | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 2 |
| Crystal Beach | 104 | 236 | 163 | 80 | 340 | 59 | 45 | 7 | 111 |
| Gulf Resort | 11 | 63 | 36 | 84 | 59 | 301 | 138 | 34 | 473 |
| Harbor | 59 | 284 | 165 | 96 | 280 | 51 | 45 | 10 | 106 |
| Henderson Beach | 3 | 1 | 2 | 0 | 6 | 3 | 1 | 0 | 4 |
| Holiday Isle | 38 | 262 | 144 | 30 | 225 | 64 | 23 | 8 | 95 |
| Town Center Commons | 90 | 472 | 270 | 198 | 449 | 211 | 165 | 31 | 407 |
| Village | 173 | 331 | 242 | 59 | 531 | 22 | 16 | 3 | 41 |
| Grand Total | 478 | 1649 | 1022 | 547 | 1890 | 713 | 433 | 93 | 1239 |

*Figure 1. Planning Area Map.*

[3] The following estimates of square footage per employee were utilized in this conversion process: 250 sq. ft. per service employee, 450sq. ft. per commercial employees, and 1,000 sq. ft. per employee for industrial jobs.




## Calculating the Mobility Fee

With the total number of Equivalent Dwelling Units (EDUs) projected by 2040 and the cost of planned infrastructure improvements established, the Mobility Fee is calculated by distributing the improvement costs across the anticipated EDUs. Based on the forecast presented in Table 6, 2092.62 EDUs are anticipated by 2040.

The final step in calculating the fee per EDU is dividing the total cost of the planned improvements by the total projected EDUs.

$30,060,059 (improvements) / 2092.62 (forecasted EDUs) = $14,364.79

With the calculation complete, the maximum Mobility Fee per EDU is $14,364.79. This maximum fee, applied to EDUs per land use type, are presented in Table 1 in the Fee Schedule section of this memo.

# MOBILITY FEE OPTIONS

## DESTIN, FLORIDA

### FEE OPTION #1: MAXIMUM FEES FOR ALL USES

The first option for the proposed mobility fee schedule is to adopt the maximum fees from the mobility fee study for all use categories. The resulting fee schedule is listed below:

| Proposed Land Uses | ITE 11th | Maximum Fee |
|---|---|---|
| Long-term Residential | Dwelling | |
| Less than 500 sq. ft. | | $10,047 |
| 500—749 sq. ft. | | $12,173 |
| 750—999 sq. ft. | | $13,776 |
| 1,000—1,499 sq. ft. | | $15,475 |
| 1,500—1,999 sq. ft. | | $17,078 |
| 2,000—2,999 sq. ft. | | $18,778 |
| 3,000—3,999 sq. ft. | | $20,381 |
| 4,000 sq. ft. or more | | $21,578 |
| Short-term Residential | | |
| Less than 500 sq. ft. | | $14,257 |
| 500—749 sq. ft. | | $21,466 |
| 750—999 sq. ft. | | $26,901 |
| 1,000—1,499 sq. ft. | | $32,662 |
| 1,500—1,999 sq. ft. | | $38,097 |
| 2,000—2,999 sq. ft. | | $43,858 |
| 3,000—3,999 sq. ft. | | $49,293 |
| 4,000 sq. ft. or more | | $53,352 |
| Multifamily Housing (Low-Rise) (220) | Dwelling | $10,267 |
| Multifamily Housing (Mid-Rise) (221) | Dwelling | $6,901 |
| Mobile Home Park (240) | Dwelling | $10,846 |
| Hotel/Motel (310) | Room | $12,171 |
| Shopping Center >150k (820) | 1000 sq. ft. | $28,753 |
| Shopping Plaza 40-150k (821) | 1000 sq. ft. | $41,141 |
| Shopping Plaza 40-150k - w/Supermarket (821) | 1000 sq. ft. | $57,575 |
| Strip Retail Plaza <40k (822) | 1000 sq. ft. | $33,178 |
| Automobile Sales (New) (840) | 1000 sq. ft. | $42,409 |
| Supermarket (850) | 1000 sq. ft. | $34,307 |
| Drive-in Bank (912) | 1000 sq. ft. | $48,916 |
| Automobile Parts and Service Center (943) | 1000 sq. ft. | $25,287 |
| Convenience Store (851) | 1000 sq. ft. | $179,984 |

| | | |
|---|---|---|
| Golf Course (430) | Acres | $5,697 |
| Marina (420) | Berths | $3,671 |
| Fast-Food Restaurant with Drive-Through Window (934) | 1000 sq. ft. | $160,226 |
| High-Turnover (Sit-Down) Restaurant (932) | 1000 sq. ft. | $62,053 |
| Fine Dining Restaurant (931) | 1000 sq. ft. | $48,531 |
| Convenience Store/Gas Station (945) | Fueling Positions | $62,598 |
| General Office Building (710) | 1000 sq. ft. | $16,513 |
| Medical-Dental Office Building - Stand-Alone (720) | 1000 sq. ft. | $54,839 |
| Hospital (610) | 1000 sq. ft. | $16,406 |
| Nursing Home (620) | 1000 sq. ft. | $10,282 |
| Church (560) | 1000 sq. ft. | $11,577 |
| Private School (K-12) (532) | Students | $3,778 |
| Day Care Center (565) | Students | $6,230 |
| General Light Industrial (110) | 1000 sq. ft. | $7,419 |
| Warehousing (150) | 1000 sq. ft. | $2,254 |

## FEE OPTION #2: DISCOUNTS FOR LONG-TERM RESIDENTIAL AND COMMUNITY SUPPORT SERVICES

The second fee option provides a 50% discount for all long-term residential uses, and 25% discount for community support services.

### PROPOSED FEE SCHEDULE – DISCOUNTED USES

The tables below list discounted use categories, the recommended fee discount, and the resulting adjusted fee.

| Proposed Land Uses | ITE 11th | Maximum Fee | Discount % | Discount $ | Adjusted Fee |
|---|---|---|---|---|---|
| Long-term Residential* | Dwelling | | | | |
| Less than 500 sq. ft. | | $10,047 | 50% | $5,024 | $5,023 |
| 500—749 sq. ft. | | $12,173 | 50% | $6,087 | $6,086 |
| 750—999 sq. ft. | | $13,776 | 50% | $6,888 | $6,888 |
| 1,000—1,499 sq. ft. | | $15,475 | 50% | $7,738 | $7,737 |
| 1,500—1,999 sq. ft. | | $17,078 | 50% | $8,539 | $8,539 |
| 2,000—2,999 sq. ft. | | $18,778 | 50% | $9,389 | $9,389 |
| 3,000—3,999 sq. ft. | | $20,381 | 50% | $10,191 | $10,190 |
| 4,000 sq. ft. or more | | $21,578 | 50% | $10,789 | $10,789 |
| Drive-in Bank (912) | 1000 sq. ft. | $48,916 | 25% | $12,229 | $36,687 |
| Automobile Parts and Service Center (943) | 1000 sq. ft. | $25,287 | 25% | $6,322 | $18,965 |
| Fast-Food Restaurant with Drive-Through Window (934) | 1000 sq. ft. | $160,226 | 25% | $40,057 | $120,169 |
| High-Turnover (Sit-Down) Restaurant (932) | 1000 sq. ft. | $62,053 | 25% | $15,513 | $46,540 |
| Fine Dining Restaurant (931) | 1000 sq. ft. | $48,531 | 25% | $12,133 | $36,398 |

| | | | | | |
|---|---|---|---|---|---|
| General Office Building (710) | 1000 sq. ft. | $16,513 | 25% | $4,128 | $12,385 |
| Medical-Dental Office Building - Stand-Alone (720) | 1000 sq. ft. | $54,839 | 25% | $13,710 | $41,129 |
| Hospital (610) | 1000 sq. ft. | $16,406 | 25% | $4,102 | $12,304 |
| Nursing Home (620) | 1000 sq. ft. | $10,282 | 25% | $2,571 | $7,711 |
| Church (560) | 1000 sq. ft. | $11,577 | 25% | $2,894 | $8,683 |
| Private School (K-12) (532) | Students | $3,778 | 25% | $945 | $2,833 |
| Day Care Center (565) | Students | $6,230 | 25% | $1,558 | $4,672 |

## PROPOSED FEE SCHEDULE – USES WITH MAXIMUM FEES

The tables below list maximum fee use categories and their fees based on the fee study.

| Proposed Land Uses | ITE 11th | Maximum Fee | Discount % | Discount $ | Adjusted Fee |
|---|---|---|---|---|---|
| Short-term Residential | Dwelling | | | | |
| Less than 500 sq. ft. | | $14,257 | 0% | $0 | $14,257 |
| 500—749 sq. ft. | | $21,466 | 0% | $0 | $21,466 |
| 750—999 sq. ft. | | $26,901 | 0% | $0 | $26,901 |
| 1,000—1,499 sq. ft. | | $32,662 | 0% | $0 | $32,662 |
| 1,500—1,999 sq. ft. | | $38,097 | 0% | $0 | $38,097 |
| 2,000—2,999 sq. ft. | | $43,858 | 0% | $0 | $43,858 |
| 3,000—3,999 sq. ft. | | $49,293 | 0% | $0 | $49,293 |
| 4,000 sq. ft. or more | | $53,352 | 0% | $0 | $53,352 |
| Multifamily Housing (Low-Rise) (220) | Dwelling | $10,267 | 0% | $0 | $10,267 |
| Multifamily Housing (Mid-Rise) (221) | Dwelling | $6,901 | 0% | $0 | $6,901 |
| Mobile Home Park (240) | Dwelling | $10,846 | 0% | $0 | $10,846 |
| Hotel/Motel (310) | Room | $12,171 | 0% | $0 | $12,171 |
| Automobile Sales (New) (840) | 1000 sq. ft. | $42,409 | 0% | $0 | $42,409 |
| Convenience Store (851) | 1000 sq. ft. | $179,984 | 0% | $0 | $179,984 |
| Golf Course (430) | Acres | $5,697 | 0% | $0 | $5,697 |
| Marina (420) | Berths | $3,671 | 0% | $0 | $3,671 |
| Convenience Store/Gas Station (945) | Fueling Positions | $62,598 | 0% | $0 | $62,598 |
| Shopping Center >150k (820) | 1000 sq. ft. | $28,753 | 0% | $0 | $28,753 |
| Shopping Plaza 40-150k (821) | 1000 sq. ft. | $41,141 | 0% | $0 | $41,141 |
| Shopping Plaza 40-150k - w/Supermarket (821) | 1000 sq. ft. | $57,575 | 0% | $0 | $57,575 |
| Strip Retail Plaza <40k (822) | 1000 sq. ft. | $33,178 | 0% | $0 | $33,178 |
| Supermarket (850) | 1000 sq. ft. | $34,307 | 0% | $0 | $34,307 |
| General Light Industrial (110) | 1000 sq. ft. | $7,419 | 0% | $0 | $7,419 |
| Warehousing (150) | 1000 sq. ft. | $2,254 | 0% | $0 | $2,254 |

## FEE OPTION #3: NO INCREASE FOR LONG-TERM RESIDENTIAL AND DISCOUNTS FOR COMMUNITY SUPPORT SERVICES

The third option provides for no change in the long-term residential fee from what is currently in place, and the same discounts for community support services as listed in option #2.

## PROPOSED FEE SCHEDULE – DISCOUNTED USES

The tables below list discounted use categories, the recommended fee discount, and the resulting adjusted fee.

| Proposed Land Uses | ITE 11th | Maximum Fee | Discount % | Discount $ | Adjusted Fee |
|---|---|---|---|---|---|
| Long-term Residential | Dwelling | | | | |
| Less than 500 sq. ft. | | $10,047 | 94% | $9,464 | $583 |
| 500—749 sq. ft. | | $12,173 | 94% | $11,449 | $724 |
| 750—999 sq. ft. | | $13,776 | 94% | $12,921 | $855 |
| 1,000—1,499 sq. ft. | | $15,475 | 93% | $14,459 | $1,016 |
| 1,500—1,999 sq. ft. | | $17,078 | 93% | $15,880 | $1,198 |
| 2,000—2,999 sq. ft. | | $18,778 | 92% | $17,353 | $1,425 |
| 3,000—3,999 sq. ft. | | $20,381 | 92% | $18,704 | $1,677 |
| 4,000 sq. ft. or more | | $21,578 | 91% | $19,682 | $1,896 |
| Drive-in Bank (912) | 1000 sq. ft. | $48,916 | 25% | $12,229 | $36,687 |
| Automobile Parts and Service Center (943) | 1000 sq. ft. | $25,287 | 25% | $6,322 | $18,965 |
| Fast-Food Restaurant with Drive-Through Window (934) | 1000 sq. ft. | $160,226 | 25% | $40,057 | $120,169 |
| High-Turnover (Sit-Down) Restaurant (932) | 1000 sq. ft. | $62,053 | 25% | $15,513 | $46,540 |
| Fine Dining Restaurant (931) | 1000 sq. ft. | $48,531 | 25% | $12,133 | $36,398 |
| General Office Building (710) | 1000 sq. ft. | $16,513 | 25% | $4,128 | $12,385 |
| Medical-Dental Office Building - Stand-Alone (720) | 1000 sq. ft. | $54,839 | 25% | $13,710 | $41,129 |
| Hospital (610) | 1000 sq. ft. | $16,406 | 25% | $4,102 | $12,304 |
| Nursing Home (620) | 1000 sq. ft. | $10,282 | 25% | $2,571 | $7,711 |
| Church (560) | 1000 sq. ft. | $11,577 | 25% | $2,894 | $8,683 |
| Private School (K-12) (532) | Students | $3,778 | 25% | $945 | $2,833 |
| Day Care Center (565) | Students | $6,230 | 25% | $1,558 | $4,672 |

## PROPOSED FEE SCHEDULE – USES WITH MAXIMUM FEES

The tables below list maximum fee use categories and their fees based on the fee study.

| Proposed Land Uses | ITE 11th | Maximum Fee | Discount % | Discount $ | Adjusted Fee |
|---|---|---|---|---|---|
| Short-term Residential | Dwelling | | | | |
| Less than 500 sq. ft. | | $14,257 | 0% | $0 | $14,257 |
| 500—749 sq. ft. | | $21,466 | 0% | $0 | $21,466 |
| 750—999 sq. ft. | | $26,901 | 0% | $0 | $26,901 |
| 1,000—1,499 sq. ft. | | $32,662 | 0% | $0 | $32,662 |

| | | | | | |
|---|---|---|---|---|---|
| 1,500—1,999 sq. ft. | | $38,097 | 0% | $0 | $38,097 |
| 2,000—2,999 sq. ft. | | $43,858 | 0% | $0 | $43,858 |
| 3,000—3,999 sq. ft. | | $49,293 | 0% | $0 | $49,293 |
| 4,000 sq. ft. or more | | $53,352 | 0% | $0 | $53,352 |
| Multifamily Housing (Low-Rise) (220) | Dwelling | $10,267 | 0% | $0 | $10,267 |
| Multifamily Housing (Mid-Rise) (221) | Dwelling | $6,901 | 0% | $0 | $6,901 |
| Mobile Home Park (240) | Dwelling | $10,846 | 0% | $0 | $10,846 |
| Hotel/Motel (310) | Room | $12,171 | 0% | $0 | $12,171 |
| Automobile Sales (New) (840) | 1000 sq. ft. | $42,409 | 0% | $0 | $42,409 |
| Convenience Store (851) | 1000 sq. ft. | $179,984 | 0% | $0 | $179,984 |
| Golf Course (430) | Acres | $5,697 | 0% | $0 | $5,697 |
| Marina (420) | Berths | $3,671 | 0% | $0 | $3,671 |
| Convenience Store/Gas Station (945) | Fueling Positions | $62,598 | 0% | $0 | $62,598 |
| Shopping Center >150k (820) | 1000 sq. ft. | $28,753 | 0% | $0 | $28,753 |
| Shopping Plaza 40-150k (821) | 1000 sq. ft. | $41,141 | 0% | $0 | $41,141 |
| Shopping Plaza 40-150k - w/Supermarket (821) | 1000 sq. ft. | $57,575 | 0% | $0 | $57,575 |
| Strip Retail Plaza <40k (822) | 1000 sq. ft. | $33,178 | 0% | $0 | $33,178 |
| Supermarket (850) | 1000 sq. ft. | $34,307 | 0% | $0 | $34,307 |
| General Light Industrial (110) | 1000 sq. ft. | $7,419 | 0% | $0 | $7,419 |
| Warehousing (150) | 1000 sq. ft. | $2,254 | 0% | $0 | $2,254 |

**ITEM # 2025-578**

**CITY OF DESTIN**

# AGENDA ITEM

**COUNCIL MEETING DATE:** May 19, 2025
**TYPE OF AGENDA ITEM:** Council Discussion Item
**AGENDA OUTLINE NUMBER:** 6.G.

**TO:** City Council

**THRU:**

**FROM:** Larry Jones , City Manager

**DATE:** 5/15/2025

**SUBJECT:** 1) Council's List of Priorities

**I. BACKGROUND:** During the Regular City Council meeting on April 7, 2025, Council Member Schmidt requested the below:

- Council to submit 2 or 3 priorities/objectives to update the Strategic Plan Summary
- Larry and Staff update their objectives
- Schmidt will bring this item under his name for the 2nd meeting in May (May 19th)

Visioning/Strategic Summary

**Councilmember Schmidt requested that this item be scheduled under his name on the agenda for the second council meeting in May. He further asked that each council member submits two or three updated priorities or objectives for council consideration, noting that the current objectives need revision, as many have already been successfully completed. Additionally, he requested that city staff review and update their departmental objectives accordingly.**

**II. DISCUSSION:** Staff have provided updates to the departmental objectives (the updated Strategic Plan Summary is attached). Also, staff are presenting departmental top priorities for

FY2026, which are attached to this item.

**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. Strategic Plan Summary FY2026 DRAFT_staff updates
2. Strategic Plan Summary FY2026 DRAFT_staff updates

DESTIN'S CORE VALUES:

Respect, Teamwork, Stewardship, Integrity, Professionalism and Transparency

Staff Updates (Draft) May 2025

PRIORITIZED STRATEGIC GOALS 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) - *SRS has completed this study and the City is holding a workshop on June 9, 2025.*

1.2 Public Waterfront acquisition initiative; Acquire property at the foot of the Marler Bridge (II., IV., V.) (OPR: GPC) *Done*

1.3 Underground Utilities; Begin Phase 1 (II., IV., VI.) (OPR: GPC) *Underway*

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COUNCIL'S IMPORTANT PRIORITIES:

1.9 Morgan Sports Center and Dalton Threadgill Park Master Plan for renovations (OPR: PR) *Parks and Rec Master Plan is underway, working with Perez Planning & Design, LLC*

COUNCIL'S DESIRABLE PRIORITIES:

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1.13 Support regional workforce housing initiatives (CD) - *Staff supported the Emerald Coast Regional Council and the Florida Housing Coalition's initiative to survey and provide input on a regional workforce housing plan to site potential workforce housing locations. ECRC is finalizing the report.*

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) *Ongoing*

2.3 Develop and implement process improvements for consistent application of policies and procedures *Ongoing*

2.4 Improve communication and information sharing with Council/Public/Staff (PID) - *Increased interaction/engagement on social media (City's Facebook Reach rose 151.7%; Content Interactions rose 173.2%; and Link /clicks rose 62.4%; same timeframe but City's Instagram Reach rose 290.2%; Content Interactions rose 100%; Link Clicks rose 953%). Website notification system and widgets added.*

2.5 Ensure volunteer committees complete their workplans and obtain council approval for each (CLK) *Ongoing*

2.6 Review and update departmental Key Functions/Services annually, by the month of December *Ongoing*

2.7 Receive an "unmodified" (good) audit opinion for annually (FIN) *Ongoing*

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2.10 2.10 Work with the County/State to have derelict vessels removed within 120 days of reporting (CMO) - *County is lead on this, City is working with the County when the need arises.*

SECTION 3: MANAGEMENT IN PROGRESS FY24-29

3.1 Memorialize institutional knowledge. OPR: HR (I.) *Ongoing*

3.2 Plan for renewal and replacement of city facilities and infrastructure OPR: PW (I., IV.) *Ongoing*

3.3 Monitor & Manage current grant & funding awards OPR: GPC (I.) *Ongoing*

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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.) - *Mobility plan has identified all missing gaps in the pedestrian network, projects have been prioritized, next step is to fund the projects.*

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SECTION 4: MAJOR PROJECTS FY 2024-2029

4.1 Evaluate and Manage COMPASS software (In Progress) - *Community Development has implemented the new online Development Software, MGO (My Government Online). This program went live on 5/13/25. Additional modules will go live in the coming month. COMPASS will be phased out with a final close date in December.*

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DESTIN'S CORE VALUES:

Respect, Teamwork, Stewardship, Integrity, Professionalism and Transparency

Staff Updates (Draft) May 2025

PRIORITIZED STRATEGIC GOALS 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) - *SRS has completed this study and the City is holding a workshop on June 9, 2025.*

1.2 Public Waterfront acquisition initiative; Acquire property at the foot of the Marler Bridge (II., IV., V.) (OPR: GPC) *Done*

1.3 Underground Utilities; Begin Phase 1 (II., IV., VI.) (OPR: GPC) *Underway*

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176

RECEIVED
DATE 12/3/96
DESTIN PUBLIC WORKS/ENGINEER
SIGN

STATE OF FLORIDA
COUNTY OF OKALOOSA

# LEASE AGREEMENT

**THIS LEASE AGREEMENT** made and entered into by and between the **SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA** its successors and assigns, hereinafter called "Lessor", and the **CITY OF DESTIN**, a Florida municipality, its successors and assigns, hereinafter called "Lessee".

**WITNESSETH:**

**WHEREAS**, the Lessor owns certain real property located in the City of Destin, Florida on which the Lessor has built and operates the Destin Elementary School; and,

**WHEREAS**, the Lessor has leased to Lessee for a number of years a portion of the Destin school campus for the purpose of the construction, development and operation of joint use educational and recreational facilities; and,

**WHEREAS**, the facilities on the subject real property are used by the Destin Elementary School in its education program; and,

**WHEREAS**, the Lessee and Lessor desire to cooperate in the expansion of the current joint use facilities by the construction of a track facility on the Leased Premises to be funded by a combination of privately raised funds and a contribution by the Lessee of public funds in an amount not to exceed $100,000.00; and,

**WHEREAS**, the Lessor and the Lessee believe it to be in their best interest to renew the current Lease Agreements by entering into this Lease Agreement for the long term joint use of the facilities.

**NOW THEREFORE**, for and in consideration of the covenants and

agreements herein set forth, the parties do hereby agree as follows:

1. LEASED PREMISES. That the Lessor hereby expressly leases to Lessee a joint use leasehold interest, together with Lessor, in the following described real property and improvements thereon situated in Okaloosa County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof

2. RENEWAL OF LEASES. The two Leases between the Lessor and the Lessee as evidenced by those certain Lease Renewal Agreements dated November 27, 1995 are hereby renewed and modified in accordance with the terms and conditions of this Lease Agreement. In the event of any conflict between the previous Lease Agreements as renewed and this Lease Agreement, the provisions of this Agreement shall prevail.

3. LEASE TERM AND TERMINATION. This Lease shall be for a period of twenty (20) years beginning on the 1st day of May, 1996, and terminating on the 30th day of April, 2016. Notwithstanding the term stated herein, after an initial period of five (5) years this lease may be terminated by either party at any time upon sixty (60) days written notice to the other party. Any such termination by the Lessor shall be only after a finding by Lessor that the Leased Premises is necessary for the expansion of, or exclusive use in, the educational mission of the Okaloosa County School District, with the exception that Lessor may terminate this lease at any time in the case of a breach or default of any terms or conditions of

this Lease Agreement by the Lessee.

4. CONSIDERATION. The consideration paid by the Lessee to Lessor therefor shall be the sum of One ($1.00) Dollar per year, together with a contribution by the Lessee during 1996 in the amount necessary to supplement available private donations to fully complete the construction of the planned track facility in accordance with the specifications as attached hereto and made a part hereof as Exhibit "B" in an amount not to exceed $100,000.00. The Lessee shall also be responsible for the ongoing and continuous maintenance of all of the recreational facilities and other improvements located on the Leased Premises at its sole expense.

5. USES. The Leased Premises shall be used by Lessor for its school physical education program and other school sponsored events, and by Lessee only as a park for public use.

6. FACILITY SCHEDULING. The Lessor's Destin Elementary School, through its school Principal, shall have priority in scheduling the use of the facilities. Should there be any dispute as to the scheduled use or type of programs or activities to be conducted on the site, the decision of the School Principal shall be final.

7. IMPROVEMENTS. The Lessor does hereby give the Lessee the right and privilege to make, at Lessee's expense, improvements and additions to the property. Temporary or non-attached improvements and additions shall remain the property of the Lessee, and shall be defined as stadium/field lighting, scoreboards, bleachers, and fences. However, all other such improvements and

additions which are attached to the property will become the property of the Lessor and shall remain upon and be surrendered with the premises as a part thereof at the termination and/or expiration of this Lease. Prior to commencing any development of the subject property, the Lessee shall insure full compliance with all applicable local, state and federal regulations.

8. INSURANCE AND INDEMNITY. The Lessee shall include the Leased Premises under its comprehensive general liability insurance coverages for the full amount of coverage as the Lessee carries for all of its other municipal facilities. Lessee agrees to hold harmless and indemnify the Lessor for any and all losses or liabilities that it may incur as a result of the Lessee's improvement and operation of the Leased Premises.

9. BREACH. Should the Lessee breach any of the terms of this Lease, then the Lessor shall have the right, at its option, to immediately terminate this Lease and to re-enter and re-take possession of the Leased Premises.

10. ATTORNEY'S FEES AND COSTS. Should it be necessary for either party, upon default of the other party, to employ the services of any attorney to enforce the provisions of this Lease, then the defaulting party hereby agrees to pay a reasonable attorney's fee and all costs involved in said proceedings to the non-defaulting party.

11. MISCELLANEOUS. The Lessee shall keep the Leased Premises clean and free of rubbish and shall not allow the accumulation of any unsightly matter(s) or object(s).

The Lessee shall develop, operate and maintain any improvements to the subject property so as not to interfere with the property rights of the adjacent residential homeowners.

12. NOTICES. Any and all notices required to either party shall be given or mailed to the Lessor at Okaloosa County Courthouse, Crestview, Florida 32536, and to the Lessee at Destin City Hall, Post Office Box 399, Destin, Florida 32540.

**IN WITNESS WHEREOF**, the parties hereby have caused the signatures of their officers to be set hereunder and the seals to be placed thereon to be effective as of the latest date of execution.

**THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA**

By: _____
Don Gaetz, Chairman

ATTEST: Date: 4-26-96

By: _____
Bernadette Cover, Secretary

**CITY OF DESTIN**, a Florida municipality

By: _____
print name: KENNETH B. REAIRD

ATTEST: title: MAYOR
Date: 5-7-96

By: _____
print name: CAROLYN LEE GARRETT
title: CITY CLERK

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 26TH day of APRIL, 1996, by Don Gaetz and Bernadette Cover, as Chairman and Secretary respectively of The School Board of Okaloosa County, Florida, on behalf of the School Board. They are personally known to me.

NOTARY PUBLIC:

sign: _____
print: C. JEFFREY McINNIS
State of Florida at Large (Seal)
My Commission Expires:

C. JEFFREY McINNIS NOTARY My Comm. Expires March 21, 1998 No. CC357629 PUBLIC STATE OF FLORIDA

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 7th day of May, 1996, by KENNETH B. BEAIRD, as MAYOR of The City of Destin, a Florida municipality, on behalf of the corporation. They are personally known to me and did not take an oath.

NOTARY PUBLIC:

sign: _____
print: CAROLYN LEE GARRETT
State of Florida at Large (Seal)
My Commission Expires:

NOTARY SEAL CAROLYN LEE GARRETT COMMISSION NUMBER CC475224 MY COMMISSION EXP. JUNE 21,1999 STATE OF FLORIDA

This Instrument (school\destelem.lea)
Prepared By:
C. Jeffrey McInnis, Esquire
ANCHORS, FOSTER, McINNIS & KEEFE, P.A.
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, FL 32547
(904) 863-4064

EXHIBIT "A"

The attached survey and legal description are confirmed to be Exhibit "A" as referenced in that certain Lease Agreement between The School Board of Okaloosa County, Florida and the City of Destin, Florida for the joint use of recreational facilities at Destin Elementary School with a lease commencement date of May 1, 1996.

THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA

By: _____
Don Gaetz, Chairman

ATTEST: Date: 4-26-96

By: Bernadette Cover
Bernadette Cover, Secretary

CITY OF DESTIN, a Florida municipality

By: _____
print name: KENNETH B. BEAIRD
title: MAYOR

ATTEST: Date: 5-7-96

By: Carolyn Lee Garrett
print name: CAROLYN LEE GARRETT
title: 5-7-96

## EXHIBIT "B"

The attached construction plans and specifications with the following additional items:

1. relocation of existing softball field;
2. installation of irrigation system;
3. sodding of retention areas;
4. seeding of football field inside of track area; and rubberized coasting of the track surface

are confirmed to be Exhibit "B" as referenced in that certain Lease Agreement between The School Board of Okaloosa County, Florida and the City of Destin, Florida for the joint use of recreational facilities at Destin Elementary School with a lease commencement date of May 1, 1996.

**THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA**

By: _____
Don Gaetz, Chairman
Date: 4-26-96

ATTEST:

By: _____
Bernadette Cover, Secretary

**CITY OF DESTIN,** a Florida municipality

By: _____
print name: KENNETH B. BEAIRD
title: MAYOR
Date: 5-7-96

ATTEST:

By: _____
print name: CAROLYN LEE GARRETT
title: CITY CLERK

STATE OF FLORIDA
COUNTY OF OKALOOSA

# JOINT USE AGREEMENT

THIS AGREEMENT made and entered into effective the 25th day of April, 2016 by and between the SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA, (hereinafter referred to as "School Board"), and the CITY OF DESTIN, a Florida municipality ( hereinafter referred to as "City").

WITNESSETH:

**WHEREAS**, the School Board owns certain real property located in the City of Destin, Florida on which the School Board has built and operates the Destin Elementary School; and,

**WHEREAS**, the School Board has leased to the City for a number of years a portion of the Destin school campus for the purpose of construction, development and operation of joint use educational and recreational facilities; and,

**WHEREAS**, the facilities on the subject real property are used by Destin Elementary School in its education program; and,

**WHEREAS**, the City and School Board cooperated in the expansion of the joint use facilities by the construction of a track facility which was funded by a combination of privately raised funds and a contribution by the City of public funds; and,

**WHEREAS**, the School Board and the City believe it to be in their best interest to renew the current Lease Agreements by entering into this Joint Use Agreement for the long term joint use of the facilities.

**NOW THEREFORE**, for and in consideration of the covenants and agreements herein set forth, the parties do hereby agree as follows:

1. JOINT USE PREMISES. That the School Board hereby grants to City a joint use interest, together with School Board, in the following described real property and improvements thereon situated in Okaloosa County, Florida, to-wit:

See Exhibit "A" attached hereto and made a part hereof (the "Joint Use Premises").

2. TERM AND TERMINATION. This Agreement shall be for a period of twenty (20) years beginning on the 1st day of May, 2016, and terminating on the 30th day of

April, 2036. Notwithstanding the term stated herein, this Agreement may be terminated by either party at any time upon sixty (60) days written notice to the other party. Any such termination by the School Board shall be only after a finding by School Board that the Joint Use Premises is necessary for (i) the expansion of the adjacent school facility, or (ii) for exclusive use by the School Board or, (iii) is no longer necessary for school related operations and is to be surplused by the School Board.

3. CONSIDERATION. The consideration paid by the City to School Board therefor shall be the sum of One ($1.00) Dollar per year. The City shall also be responsible for the ongoing and continuous maintenance of all of the recreational facilities and other improvements located on the Joint Use Premises at its sole expense.

4. USES. The Joint Use Premises shall be used by School Board for its school physical education program and other school sponsored events, and by City only as a park for public use.

5. FACILITY SCHEDULING. The School Board's Destin Elementary School, through its school principal (the "School Principal"), shall have priority in scheduling the use of the facilities. Any public use of the Joint Use Premises during regular school hours shall be only in accordance with rules and procedures as established by the School Principal. Should there be any dispute as to the scheduled use or type of program or activities to be conducted at the Joint Use Premises, the decision of the School Principal shall be final.

6. IMPROVEMENTS. The City shall not make any improvements, modifications or additions to the Joint Use Premises without the prior approval of School Board. All fixtures and equipment attached to the Joint Use Premises will become the property of the School Board and shall remain upon and be surrendered with the Joint Use Premises as a part thereof at the termination and/or expiration of this Agreement. Prior to commencing any improvements, modifications or additions to the subject property, the City shall insure full compliance with all applicable local, state and federal laws and regulations. The School Board's Facilities Planning Department shall review all plans for any proposed facility improvements, modifications or additions and shall be responsible for all necessary approvals and permit issuance to the City.

7. INSURANCE. The City shall include the Joint Use Premises under its comprehensive general liability insurance coverages for the full amount of coverage as the City carries for all of its other municipal facilities.

8. SOVEREIGN IMMUNITY. Nothing in this Agreement is intended to nor shall be construed to waive the School Board or City rights and immunities under the Florida Constitution, Common law, or Florida Statutes §768.28, as amended from time to time.

9. BREACH. Should the City breach any of the terms of this Agreement, then the School Board shall have the right, at its option, to terminate this Agreement and to re-enter and re-take possession of the Joint Use Premises upon thirty (30) days written notice to the City.

10. ATTORNEY'S FEES AND COSTS. Should it be necessary for either party, upon default of the other party, to employ the services of any attorney to enforce the provisions of this Agreement, then the defaulting party hereby agrees to pay a reasonable attorney's fee and all costs involved in said proceedings to the non-defaulting party.

11. MISCELLANEOUS. The City shall keep the Joint Use Premises clean and free of rubbish and shall not allow the accumulation of any unsightly matter(s) or object(s). The City shall develop, operate and maintain any improvements to the subject property so as not to interfere with the property rights of the adjacent residential homeowners.

12. NOTICES. Any and all notices required to either party shall be given or mailed to the School Board at 120 Lowery Place S.E., Fort Walton Beach, Florida 32548, ATTENTION: Superintendent of Schools, and to the City at Destin City Hall, Post Office Box 399, Destin, Florida 32540, ATTENTION: City Manager.

**IN WITNESS WHEREOF**, the parties have caused the signatures of their respective officers to be set hereunder and the seals to be placed thereon to be effective as of the date first above written.

THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA

By: _____
Catherine S. Thigpen, Chairman
Date: April 25, 2016

ATTEST:
By: _____
Mary Beth Jackson
Superintendent and Corporate Secretary

CITY OF DESTIN, a Florida municipality
By: _____
Print name: SCOTT FISCHER
Title: MAYOR
Date: 5/2/16

ATTEST:
By: _____
Print Name: ROY BAILEY
Title: CITY CLERK

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 15th day of April, 2016, by Catherine S. Thigpen and Mary Beth Jackson, as Chairman and Superintendent and Corporate Secretary, respectively of the The School Board of Okaloosa County, Florida, on behalf of the School Board. They are personally known to me.

NOTARY PUBLIC:

Sign: _____
Print: _____
My Commissions Expires:

TERESA L. EPPERSON
MY COMMISSION EXPIRES
April 7, 2019
#FF 204775
NOTARY PUBLIC, STATE OF FLORIDA

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 2nd day of MAY, 2016, by SCOTT FISCHER and ROY BAILEY, as MAYOR and CITY CLERK, respectively of the City of Destin, a Florida municipality, on behalf of The City of Destin. They are personally known to me and did not take an oath.

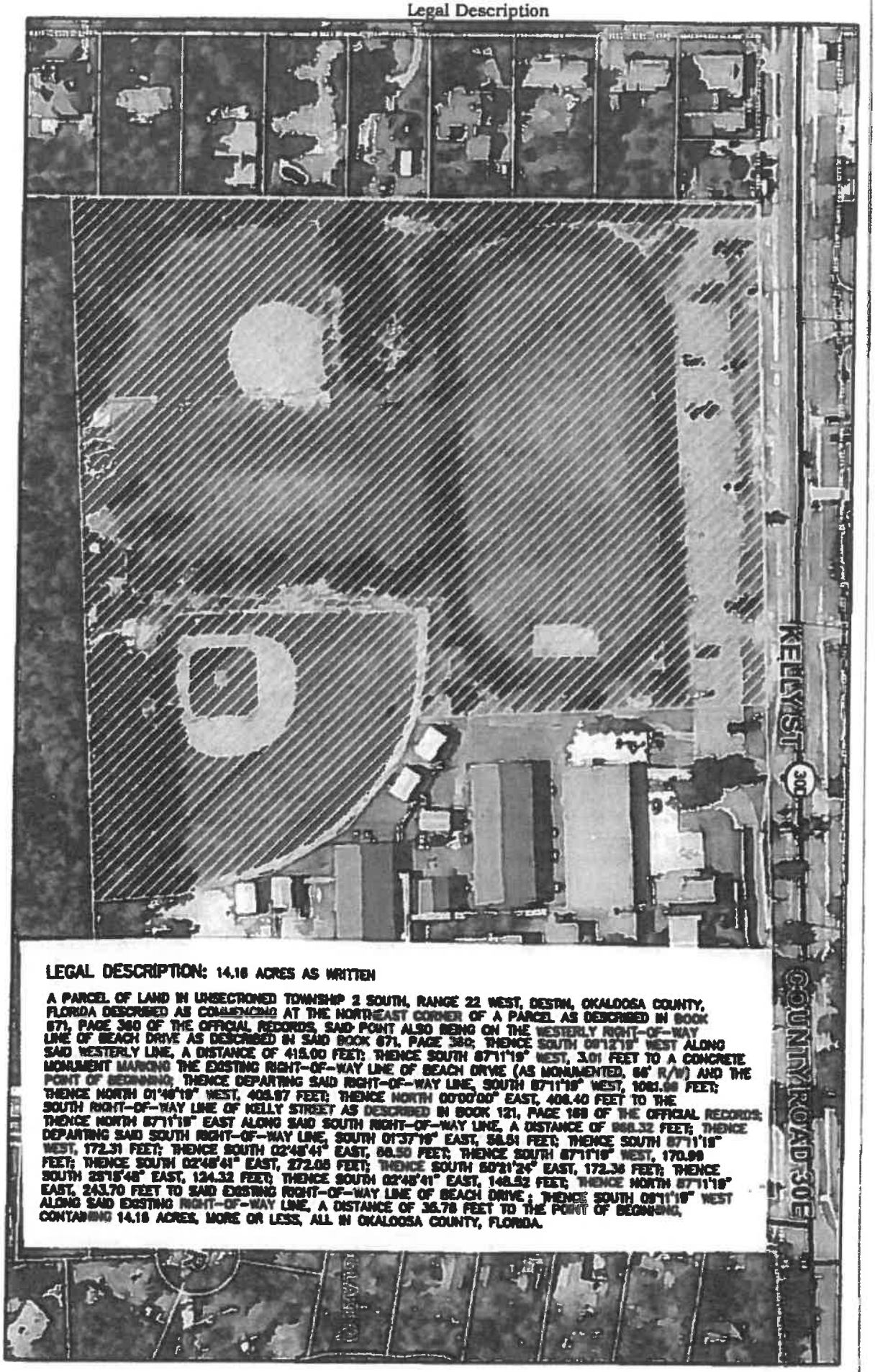
NOTARY PUBLIC:

Sign: _____
Print: _____
My Commissions Expires:

CHERYL WYREN
MY COMMISSION # EE 831506
EXPIRES: September 17, 2016
Bonded Thru Budget Notary Services

This instrument prepared by:
C. Jeffrey McInnis, Esq.
ANCHORS SMITH GRIMSLEY, PLC
909 Mar Walt Drive, Suite 1014
Fort Walton Beach, Florida 32547
(850) 863-4064

# Exhibit "A"
Legal Description




**LEGAL DESCRIPTION:** 14.18 ACRES AS WRITTEN

A PARCEL OF LAND IN UNSECTIONED TOWNSHIP 2 SOUTH, RANGE 22 WEST, DESTIN, OKALOOSA COUNTY, FLORIDA DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF A PARCEL AS DESCRIBED IN BOOK 671, PAGE 380 OF THE OFFICIAL RECORDS, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF BEACH DRIVE AS DESCRIBED IN SAID BOOK 671, PAGE 380; THENCE SOUTH 09°12'19" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 415.00 FEET; THENCE SOUTH 87°11'19" WEST, 3.01 FEET TO A CONCRETE MONUMENT MARKING THE EXISTING RIGHT-OF-WAY LINE OF BEACH DRIVE (AS MONUMENTED, 66' R/W) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 87°11'19" WEST, 1061.98 FEET; THENCE NORTH 01°46'19" WEST, 409.97 FEET; THENCE NORTH 00°00'00" EAST, 408.40 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF KELLY STREET AS DESCRIBED IN BOOK 121, PAGE 169 OF THE OFFICIAL RECORDS; THENCE NORTH 87°11'19" EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 868.32 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE, SOUTH 01°37'19" EAST, 58.51 FEET; THENCE SOUTH 87°11'19" WEST, 172.31 FEET; THENCE SOUTH 02°48'41" EAST, 66.50 FEET; THENCE SOUTH 87°11'19" WEST, 170.99 FEET; THENCE SOUTH 02°48'41" EAST, 272.05 FEET; THENCE SOUTH 50°21'24" EAST, 172.36 FEET; THENCE SOUTH 25°15'48" EAST, 124.32 FEET; THENCE SOUTH 02°48'41" EAST, 148.52 FEET; THENCE NORTH 87°11'19" EAST, 243.70 FEET TO SAID EXISTING RIGHT-OF-WAY LINE OF BEACH DRIVE; THENCE SOUTH 09°11'19" WEST ALONG SAID EXISTING RIGHT-OF-WAY LINE, A DISTANCE OF 35.78 FEET TO THE POINT OF BEGINNING, CONTAINING 14.18 ACRES, MORE OR LESS, ALL IN OKALOOSA COUNTY, FLORIDA.

**ITEM # 2025-656**

**CITY OF DESTIN**

# AGENDA ITEM

**COUNCIL MEETING DATE:** May 19, 2025
**TYPE OF AGENDA ITEM:** Announcement
**AGENDA OUTLINE NUMBER:** 6.I.

**TO:** City Council

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

**FROM:** Kimberly Kopp, City Attorney

**DATE:** May 14, 2025

**SUBJECT:** 1) Litigation- Executive Session Call

## I. BACKGROUND:

## II. DISCUSSION:

A.

Pursuant to Section 286.011(8), Florida Statutes, the City Attorney desires the advice of the City Council in the case of ***Carissa Harbarger, Rainbow Frost Ice Cream, Inc.; Ronald Ellison; William Ellison v. City of Destin et al Case no.3:25-cv-00550***
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, FL 32541, on Monday, June 16, 2025, at 5:30 PM Central, or as soon thereafter as the issue may be heard.

**0%**

B.

Present at the Executive Session will be a court reporter, Mayor Bobby Wagner; City Council Members Kevin Schmidt, Torey Geile, Terésa Hebert, Jim Bagby, Dewey Destin, Sandy Trammell, and Rodney Braden; Larry Jones, City Manager; William Warner

Litigation Attorney for the City of Destin; and the City Attorney Kimberly Romano Kopp.

**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