

**DESTIN CITY COUNCIL MEETING
AUGUST 18, 2025
ANNEX COUNCIL CHAMBERS
6:00 PM**

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

CALL TO ORDER

INVOCATION (Pastor Steve Farris, First Baptist Church of Destin)

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

- 1. PROCLAMATIONS / RECOGNITIONS / SPECIAL / **PUBLIC PRESENTATIONS / ANNOUNCEMENTS**
 - A. Recognition of Fort Walton Beach High School Softball Team – 2025 Class 4A State Champions
- 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. RFP 25-11-PW, Disaster Debris Monitoring RFP for Review, Approval and Advertisement
 - B. Letter of Support - Resilient Florida Grant Program - Four Prong Lake Emergency Outfall Application
 - C. Approval of minutes of August 4, 2025, City Council Executive Session
 - D. Approval of minutes of July 21, 2025 Regular City Council Meeting
- 4. CITY MANAGER REPORTS**
 - A. Livery Registration Discussion
 - B. Okaloosa County Sheriff's Office Service Agreement FY2025
 - C. Legal Representation - ERISA Specialist for Thrift Plan- City of Destin
 - D. RFP - Short Term Rental Compliance Solution Provider
 - E. Resolution 25-17 Restated Schedule of Fees Adoption - Mobility Fees
 - F. Resolution 25-17 Restated Schedule of Fees Adoption - Public Records, Library Fees, and Credit Card Processing
 - G. RFB 25-10-PW, Concrete Continuing Services Contract, Update and requested RFB
 - H. Destin Youth Council - Membership Appointments
 - I. Boating Safety Zones
 - J. Bridge Design
 - K. Operations Financial Report - **Informational Only**
 - L. Capital Project Status - **Informational Only**
 - M. Draft Minutes of Volunteer Board & Committees - **Informational Only**

N. Announcements

5. PUBLIC HEARINGS

- A. First reading of proposed ordinance 25-19-CC - Amending Chapter 2 - *Administration* of the Code of Ordinances relating to city membership in the Florida Retirement System (FRS); providing for membership in FRS for the benefit of City of Destin employees.
- B. Second reading of proposed Ordinances 25-14-LC – Creation of Design Standards for Low-Speed Vehicles (LSV) Parking on City-Owned Property

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

- A. Councilmember Braden
 - 1) Establishing Code of Ethics for elected officials
- B. Councilmember Trammell
- C. Councilmember Destin
- D. Councilmember Bagby
- E. Councilmember Hebert
- F. Councilmember Geile
 - 1) Projects Status/Updates
- G. Councilmember Schmidt
 - 1) 446 Calhoun Avenue Property for Parking
 - 2) Inter-local agreement with Okaloosa county school district and crossing Guard update
 - 3) Destin Little League Contributions and Match Request
- H. Mayor Wagner
 - 1) Pompano Beach Access Concern - ECL Violation
- I. City Attorney
 - 1) Call for Executive Session in CITY OF DESTIN V. KYLE M. COLEMAN dba KYLE COLEMAN ICE CREAM aka GULF STREAM ICE CREAM, OHANA GELATOS LLC; and WOUNDED WARRIOR COMMISSARY, LLC to be held on September 3, 2025 at 5:30 PM.

7. PUBLIC COMMENTS

8. ADJOURN

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

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

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

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 18, 2025
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.A.

TO: City Council

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

FROM: Michael Burgess, Public Works Director

DATE: 08/12/2025

SUBJECT: RFP 25-11-PW, Disaster Debris Monitoring RFP for Review, Approval and Advertisement

I. BACKGROUND: The City of Destin is geographically vulnerable to tropical storms, hurricanes, and other severe weather events due to its coastal location along the Gulf of Mexico. In the event of a disaster, timely and compliant debris removal is essential to public safety, environmental protection, and the restoration of essential services. While the City has historically engaged disaster debris removal contractors, it has never retained a dedicated debris monitoring consultant.

Debris monitoring is a federally recognized best practice that helps ensure that all debris removal activities are conducted in compliance with FEMA requirements, Occupational Safety and Health Administration (OSHA) regulations, and environmental protection standards. The monitoring process documents removal activities, validates contractor performance, and ensures that debris quantities and types are accurately recorded for FEMA reimbursement.

II. DISCUSSION: City staff recommends issuing RFP 25-11-PW seeking qualified firms to provide Disaster Debris Monitoring Services under a three-year continuing services contract, with the option for two additional one-year renewals. The scope includes field collection monitoring, Temporary Debris Staging and Reduction (TDSR) site and Residential Debris Drop-Off Site (RDDS) monitoring, data management, FEMA reimbursement support, and emergency management planning and training. This RFP is designed to comply with Federal Requirements.

The selected contractor will deploy trained personnel and technology to track and verify debris removal operations, certify load tickets, maintain photo and GPS documentation, and provide detailed reports required for FEMA and other federal or state agency reimbursement. The

contractor will also assist with public assistance grant management, help prepare debris management plans, and provide City staff training.

Proposals will be evaluated based on experience with FEMA reimbursement procedures, past performance, proposed methodology, resources and availability, and price. The Bid Committee's recommendation for award will be based on the responsive, highest-ranked proposal that best meets the City's operational needs and compliance requirements.

Note: the Procurements dates found within the RFP will be adjusted once City Council has approved the advertisement of this item.

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 (post-disaster)

B. Effect on Budget (EOB): This is a continuing services agreement with no direct fiscal impact until activated. Funding will be provided on an as-needed basis from eligible disaster recovery funds, including FEMA Public Assistance and other state or federal programs.

C. Level of Service (LOS): The contractor will provide a scalable workforce, technology systems, and management oversight capable of supporting debris operations from initial response through final closeout. Services will be available within twelve (12) hours of a disaster event, ensuring that the City maintains a continuous and compliant monitoring presence during all debris collection and management operations.

D. Legislative Sponsor: N/A

E. Business Impact Statement: N/A

III. CONCLUSION: Awarding a contract for Disaster Debris Monitoring Services will strengthen the City's disaster recovery capabilities, ensure compliance with federal and state requirements, and safeguard the City's ability to maximize reimbursement for eligible debris removal costs. As the City has never had a dedicated monitoring consultant, this contract represents a significant improvement in post-disaster operational oversight, accountability, and documentation.

IV. RECOMMENDED MOTION: I move to authorize the City Manager to advertise RFP 25-11-PW, Disaster Debris Monitoring Continuing Services.

Attachments:

1. RFP 25-11-PW
Disaster Debris
Monitoring Services
FINAL



**CITY OF DESTIN
4200 INDIAN BAYOU TRAIL DESTIN, FL 32541**

**REQUEST FOR PROPOSAL
RFP 25-11-PW
DISASTER DEBRIS MONITORING SERVICES**

RFP Release Date:	August 14, 2025
Non-Mandatory Pre-Conference:	August 22, 2025 at 11am CT
Written Questions Due:	August 28, 2025
Response to Questions:	September 2, 2025
Proposals Due:	September 11, 2025 at 2pm CT

City of Destin, FL
August 14, 2025

Larry Jones, City Manager
City of Destin, FL

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive Bids for Disaster Debris Monitoring Continuing Services Contract for three years with the option for two additional one-year renewals not to exceed five years. The Scope of Work will include, but not be limited to Disaster Debris Monitoring Services for post-disaster work to include providing all tools, machines, equipment, labor, materials and incidentals necessary to complete the work. The successful Bidder shall be required to supply the City with copies of current Liability Insurance and Workmen's Compensation coverage. Bids must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked **“RFB 25-11-PW, DISASTER DEBRIS MONITORING CONTINUING SERVICES CONTRACT”**, along with the name, return address and telephone number of the bidder, no later than **2:00 p.m. CT, on Thursday, September 11, 2025**, at which time they will be opened and read aloud. The City reserves the right to reject any and all Bids 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.

BID CHECKLIST

Note: All required documentation must be submitted for your bid to be considered responsive. If any required documentation is missing, the submittal will be deemed incomplete/non-responsive and will not be considered.

Provide documentation in the order listed below. **If any boxes are left unchecked, the bid will be considered unresponsive.**

The following items are required for your bid to be evaluated. The Bidder must initial at the bottom of each page of this RFP in the space provided.

ITEM	CHECK IF INCLUDED
Cover Sheet	[]
Letter of Interest	[]
RFB 25-11-PW (copy)	[]
Qualification and Experience Narrative (no more than 12 pages)	[]
Exhibit A – Certification of Authority (Corporate or Individual)	[]
Exhibit B – Proposer’s Statement of Organization	[]
Exhibit C – Client References	[]
Exhibit D – Single Execution Affidavits	[]
Exhibit E – Independence Affidavit	[]
Exhibit F – Non-Collusion Affidavit	[]
Exhibit G – Drug Free Workplace	[]
Exhibit H – Certification of Accuracy of Proposal	[]
Exhibit I – Scrutinized Company Form	[]
Exhibit J – Public Entity Crimes Form	[]
Exhibit K – Dispute Disclosure	[]
Exhibit L – List of Sub-Contractors	[]
Exhibit M – E-Verify Affidavit	[]
Exhibit N – Proposer’s Fee Schedule	[]
Exhibit O – Certification Regarding Lobbying	[]
Exhibit P – Super Circular Law and Appendices	[]
Proof of Workman’s Compensation Insurance Documents	[]
Proof of Required Liability Insurance	[]
Completed W-9 (available at https://www.irs.gov/pub/irs-pdf/fw9.pdf)	[]
Copy of State License (if required for job)	[]
Copy of City License (if business office is in Destin)	[]
Other documents as requested	[]

SECTION 1. INFORMATION FOR THE PROPOSERS

1.1 GENERAL INFORMATION/STATEMENT OF PURPOSE

The City of Destin (the “City”), a municipality located in Okaloosa County, Florida, hereby requests proposals from qualified firms as further defined in Section 2 of this request for proposals (“Services”) to provide Disaster Debris Monitoring Services in accord with all statutes and rules issued by the Federal Emergency Management Agency (“FEMA”). The City shall enter into a contractual agreement with the selected contractor and by submitting a response to this proposal a proposer agrees to be the contractor if awarded. The information in this RFP will be used by the City to make its determination. The City intends to award a contract to the selected Contractor(s) for the Services provided in this RFP. Service shall be in full accordance with the specifications, terms and conditions contained in this Request for Proposal (RFP).

1.2 INTRODUCTION/BACKGROUND

The City of Destin (the “City”) is the home to approximately 14,000 full-time residents residing on 7.5 square miles in Okaloosa County. Known as “The World’s Luckiest Fishing Village,” Destin is renowned for its sugar-white sand beaches, emerald-green waters, and abundant marine life. The city occupies a peninsula bordered by the Gulf to the south and Choctawhatchee Bay to the north, with access to major transportation routes via U.S. Highway 98. Its strategic coastal position makes it a popular tourist destination and a vibrant fishing port, while also placing it in an area vulnerable to tropical storms and hurricanes, necessitating robust disaster preparedness and recovery capabilities.

The City is committed to efficient government administration. A small core of the City staff has been serving its residents, businesses, and visitors exceptionally well through their dedication and with the help of consultants, contractors, and service providers who also have been committed to providing quality products at competitive prices. We expect to continue this tradition.

1.3 FEDERAL FUNDING

This project may be subject to FEMA Guidelines in the event of a disaster. Contractor shall adhere to (1) the FEMA Guidelines (as may be amended or superseded), (2) the contract provisions listed under 2 CFR Part 200, Appendix II, and (3) all applicable contract provisions and guidance in the FEMA Contract Provisions Guide, as may be amended from time to time.

This procurement shall conform in all respects to the *Federally Required Clauses* including, but not limited to, the clauses found in Attachment D.

1.4 SUSPENSION/DEBARMENT

A prospective Bidder that is listed on the government-wide Excluded Parties List System in the System for Award Management (www.SAM.gov), or that is suspended or debarred by the State of Florida, cannot be awarded a contract.

1.5 CITY RIGHTS

The City reserves the right to award one or more contract(s) to the Respondent(s) in accordance with what the City deems in its best interest. Notwithstanding, the City may, at its sole discretion, reject all responses and cancel the solicitation, in which case no award will be made.

The City reserves the right to accept or reject any or all Responses, based upon its deliberations and opinions. In making such determination, the City reserves the right to investigate the financial capability,

integrity, experience and quality of performance of each Consultant, including officers, principals, senior management and supervisors as well as the staff identified in the RFP.

The City also reserves the right to waive minor variations or irregularities in the Responses.

1.6 SCHEDULE OF EVENTS

The following schedule shall govern this RFP. The City reserves the right to change the scheduled dates and times at its sole discretion.

No.	Event	Date
1	Advertisement/ Distribution of RFP	August 14, 2025
2	Non-Mandatory Pre-Bid Meeting	August 22, 2025 at 11am
3	Closing Date for Bidder Questions	August 28, 2025
4	Proposals Due (2pm CT)	September 11, 2025
5	Staff Member’s Review of Technical Proposals	Week of September 15, 2025
6	Reference Checks	Week of September 15, 2025
7	Evaluation Committee Meeting	September 18, 2025
8	Award Recommendation	October 6, 2025
9	Contract Negotiation	Week of October 6, 2025

1.7 REQUEST FOR INFORMATION (RFI)

Vendors may request additional information or clarification by emailing the City Clerk’s Office at cityclerk@cityofdestin.com. The request must include the vendor’s name, the RFP number, and RFP title. Any RFI must be submitted prior to the deadline for questions indicated in the schedule of events to receive a response. Late or mis-delivered requests may not receive a City response.

The City will issue responses to RFIs, and any other corrections or amendments it deems necessary, in the form of a written addendum. The City, at its sole discretion, may not issue a response to an RFI. Vendors should not rely on any representations made outside of these written addenda. Where a conflict appears between the RFP and any issued addendum, the last addendum issued will prevail.

Addenda will be made available on the City of Destin website www.cityofdestin.com. It is the vendor’s sole responsibility to ensure receipt of all addenda prior to submitting a response.

1.8 ADDENDA

If the City finds it necessary to add to, or amend this RFP prior to the Response submittal deadline, the City will issue written addenda/addendum. Each Vendor must acknowledge receipt of each addendum by signing the acknowledgement (Section 6) and providing it with its Response.

1.9 DISCREPANCIES, ERRORS AND OMISSIONS

Any discrepancies, errors, or ambiguities in the RFP or addenda (if any) should be reported in writing to the City Clerk at cityclerk@cityofdestin.com. If applicable, the City will issue a written addendum to the RFP clarifying such conflicts or ambiguities. It is agreed that any such alleged discrepancies, errors, or omissions will not be construed against the drafting party.

1.10 CERTIFICATION

The signer of the Response (to this RFP) must declare by signing the Forms included in Section 6 that the person(s), firm(s) and parties identified in the Response are interested in and available for providing the Services; that the Response is made without collusion with any other person(s), firm(s) and parties; that the Response is fair in all respects and is made in good faith without fraud; and that the signer of the cover

letter of the Response has full authority to bind the person(s), firm(s) and parties identified in the Response.

1.11 PRE-CONFERENCE MEETING/SITE VISIT

A NON-MANDATORY Pre-Conference meeting/site visit will be held on **Friday August 22, at 11am** in the City of Destin Board Room, 4200 Indian Bayou Trail Destin, FL 32541. All interested Proposers are encouraged to attend.

It is the sole responsibility of the Proposer to inspect the project site and become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer is familiar with the nature and extent of the work, equipment, materials, and labor required.

1.12 CITY AUTHORITY

Proposals will be selected at the sole discretion of the City. The City reserves the right to waive any irregularities in the request process, to reject any or all proposals, reject a proposal which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one Proposer. Proposals received after the deadline provided in this RFP will not be considered.

1.13 RESPONSE/PRESENTATION COSTS

The City shall not be liable for any costs, fees, or expenses incurred by any Vendor in responding to this RFP, nor subsequent inquiries or presentations relating to its Response.

1.14 TERMS OF ENGAGEMENT

The Vendor, by submission of its Proposal, agrees to the terms and conditions contained in the contract attached hereto as Attachment "A," ("Contract") and further agrees to execute the Contract without change. Notwithstanding, the City, in its sole discretion, reserves the right to negotiate the final contract price or any terms and conditions.

The initial contract term is for three (3) years with the option to extend at its sole discretion for two (2) one-year (1-year) renewal terms for the maximum of five (5) years. The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. A proposal is not binding until proposals are approved by the City of Destin Council and both parties execute a written contract.

Proposals that are conditioned to additions, deletions, or revisions to the Contract's terms and conditions will be rejected as non-responsive.

1.15 NOTICE TO PROCEED

The Successful Proposer shall not begin work until the City issues a written Notice to Proceed ("NTP"). Work performed by the Successful Proposer prior to receiving the NTP shall be deemed non-compensable by the City. The Successful Proposer shall not have any recourse against the City for prematurely performing unauthorized work.

1.16 EQUAL EMPLOYMENT OPPORTUNITY

The City, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all firms it will affirmatively ensure minority business enterprises will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All firms are hereby notified that the successful firms must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, firms agree that: No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract. Specifically:

- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- The City may require Contractor to submit reports as may be necessary to indicate non-discrimination. City officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws. It is expressly understood that County shall have the right to terminate this Contract upon receipt of evidence of discrimination.

END OF SECTION

SECTION 2. PROJECT DESCRIPTION

2.1 DESCRIPTION:

The City is looking to secure an agreement with a qualified firm to provide Disaster Debris Monitoring in accordance with all statutes and rules issued by the Federal Emergency Management Agency (“FEMA”). In addition to Debris Monitoring Services, the City is seeking services to include Public Assistance and Emergency Management Support in the preparation response and recovery phases of the disaster. This RFP is for debris monitoring and ancillary services during a disaster. All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency(s) requirements to maintain a safe working and environmentally compliant environment. The City of Destin has the right to:

1. Increase or decrease the Contractor’s assignment and/or areas of operation within the scope of this contract.
2. Separate services of the contract.

2.2 SCOPE OF SERVICES

The City is seeking a Contractor to perform emergency debris removal monitoring to include Collection Monitoring, Temporary Debris Staging and Reduction (“TDSR”) site monitoring, Residential Debris Drop-off Site (“RDDS”) monitoring, data reporting, Public Assistance and Emergency Management Services and other related services.

2.3 PROJECT MANAGEMENT/PROCESS OVERSIGHT

The Contractor shall be responsible for the overall monitoring of debris contractors. This will include monitoring the Debris Removal Contractor’s (“DRC”) progress and suggesting/implementing recommendations to improve efficiency and to speed up recovery work. The Contractor shall coordinate with the DRC to ensure a well-managed, organized approach to debris collection and shall recommend the routing collection plan for approval by the City.

The Contractor shall appoint a Project Manager for the overall coordination and communication with the City. This Project Manager will serve as the City’s primary point of contact and shall remain on the job at all times it is operational. The contractor must use all reasonable efforts to ensure the individual serving as the Program Manager remains consistent throughout the life of the contract. The Program Manager must be familiar with City’s Comprehensive Emergency Management Plan (“CEMP”).

The Contractor shall provide a temporary field office for the monitoring staff if directed by the City. The office shall include telephone, computer, copier, and fax.

Examples of project management/process oversight tasks include but are not limited to:

1. Coordinating daily briefings, work progress, staff and other key items with the City and DRC.
2. Provide assistance with scheduling, dispatching and logistical operations of the field inspectors assigned to work areas of storm debris clean up.
3. Establishing a schedule for the inspectors each day.
4. Monitoring and recording the weight (in tons) of each vehicle in service.
5. Tracking and coordinating with City personnel to respond to problems in the field, citizens’ complaints, to include commercial or residential property damage claims as a result of debris removal.
6. Conducting end of day duties, verifying all vehicles have left the TDSR & RDDS sites at City’s specified time, and sites are secured [gate locked] to prevent illegal dumping.

7. Record the streets and locations where debris was collected. Maps are to be posted daily in a central location at the City and updated by 10:00 AM of each business day of the progress from previous the previous day(s) work.
8. Scheduling and managing field staff.
9. Scheduling and conducting periodic meetings with field staff and Contractors.
10. Ensuring all applicable FEMA policies and regulations are followed.

2.4 STARTUP OPERATIONS

The Program Manager, key personnel, and at least 10 fully trained field monitors will report to the City Hall (4200 Indian Bayou Trail) within twelve (12) hours after the disaster event has passed (as determined by the City's Emergency Manager) and the City has initiated its response efforts. The City may issue a Notice to Proceed ("NTP") in anticipation of a disaster event with the expectation that Contractor commences the work as soon as possible after the disaster event has passed. Contractor must commence work no later than after completion of the first push (24 hours after the disaster has passed). The Contractor must deliver to the City an Event Performance Bond for the full amount of the Task Work Order within seven (7) days of issuance of the NTP.

The Contractor must be operational at the completion of the first push (24 hours). The DRC and City employees (if applicable) will report to the Field Operations Center to obtain work orders and field monitors from the Contractor before work is commenced. The contractor must prepare all project worksheets, right-of-way entry forms and any other required forms for the work group.

The Program Manager will assist the City in developing a Debris Management Action Plan for the specific occurrence. Contractor may also be requested to assist in other debris recovery planning efforts such as identifying adequate TDSR, estimating debris quantities, and developing disaster plans for debris clearance for emergency and essential vehicles following a disaster event.

2.5 FIELD COLLECTION MONITORING

In order to obtain FEMA reimbursement all loads must be monitored in the field by collection monitors. The Contractor shall verify that the City's DRC has established an accurate and complete electronic load ticket process and provide collection monitors-staff to record required FEMA data. The Contractor shall train collection monitors to assure that proper County and FEMA documentation protocol requirements are instituted and followed.

Contractor shall provide a field quality control team consisting of one (1) monitor per recovery crew and at least one (1) field supervisor for every seven (7) monitors unless otherwise approved by the City. Should the Contractor wish to adjust the specified field staffing, a detailed plan should be submitted to the City for review and approval prior to adjustment. The Contractor shall provide daily feedback to the City through the management team.

All field team members shall be equipped with state-of-the-art technology, which shall include automated debris management system, cameras, computers, communication devices, and other equipment as deemed necessary and/or appropriate.

The Contactor must certify every debris-hauling vehicle prior to performing debris collection hauling. The field monitors shall verify that each collection vehicle has been weighed and placarded by the City's DRC. Contractor must monitor and document all debris removal vehicles specifications, volume, load, and any other information or activity deemed necessary and/or appropriate.

Examples of field collection monitoring tasks include, but are not limited to:

1. Verification that all debris picked up is a direct result of the disaster.
2. Verification that the DRC is working in their assigned contract areas.
3. Stopping work in progress that is not being performed or documented in the appropriate manner. Such work should be noted for nonpayment.
4. Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.
5. Maintain all photo documentation of recovery work on a daily basis. All photos presented shall show the description in detail of hanger, stumps, and leaner removal. The team shall photograph every stump and leaner removed as well as a random sample of hanger removal activities, and GPS coordinates.
6. Report to the City any work performed by the DRC that is not in compliance with all federal, state, and local safety regulations appropriate for the task being performed.

2.6 LOAD TICKETS PROCESS

The Contractor shall ensure that the DRC has use of a proprietary or contracted Automated Load Management System to use for a load ticket process. A demonstration of the performance may be required to complete the process for recording of FEMA data. The Contractor shall retain original completed tickets on behalf of the City. Additionally, the DRC, vehicle driver, the subcontractor, and the Contractor shall also receive copies of completed load tickets. Tickets retained/collected by the Contractor on behalf of the County shall be turned over to the County daily.

Load tickets shall include the following minimum information:

1. Date
2. Time
3. Map page.
4. Section number
5. Complete street address of closest property
6. Nearest cross streets
7. Tag number.
8. Type of debris
9. Vehicle number
10. Percent of volume full
11. Driver name (printed) and signature.
12. Field monitor's name (printed) and signature.
13. Name of sub-contractor
14. Tower monitor's name (printed) and signature.

2.7 TEMPORARY DEBRIS STAGING AND REDUCTION (TDSR) SITE AND RESIDENTIAL DEBRIS DROP-OFF SITE (RDDS) MONITORS

The Contractor shall provide a minimum of two (2) site monitors for each TDSR & RDDS site. These staff members in conjunction with the project management team shall coordinate the logistics of the site to ensure efficient traffic flow and proper handling of load tickets that record FEMA data (such as, but not limited to, vehicle fullness and type of waste). The Contractor shall observe all vehicles entering and exiting the TDSR & RDDS sites ensuring all vehicles are in good repair and safe with secure side boards.

No vehicles will be allowed to enter a TDSR site without a tailgate. The Contractor shall provide verification that all sites have access control and security.

When a TDSR site monitor signs a vehicle certification or load ticket, he or she is certifying that ALL information on the document is completed and the weight(s) in tons are correct. The site monitor should not sign or accept any partially completed information. The Contractor shall provide RDDS Site Monitoring for all incoming debris to the City's designated residential debris drop off sites, ensure only the City residents are using the facility, that all deliveries are documented, communicate to residents on proper handling and disposal practices, distribute informational flyers, report and document suspected commercial activity for investigation, notify residents that unsecured loads, protruding debris or other unsafe transport practices will prohibit use of facility, and report safety or other hazard situations to the City.

2.8 EMERGENCY MANAGEMENT PLANNING AND TRAINING

The Contractor shall participate in all City emergency management training exercises as directed by the City. The Contractor shall provide the following:

1. Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development, review, and revisions.
2. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation.
3. Development of a debris management plan – including identification of an adequate number of TDSR locations. Staff training as necessary.
4. Procurement assistance for DRCs and other services as requested.
5. Project management to include the formulation and management of permanent work projects, task force management, and City Commissions, Boards and Panels
6. Technical support and assistance in developing public information.
7. Other training and assistance as requested by the City.
8. Other reports and data as required by the City.
9. Provide training to City personnel to serve as monitors if needed.
10. All command and general staff positions for a Type III Incident Management Team

2.9 PUBLIC ASSISTANCE CONSULTING SERVICES

As directed by the City, the Contractor shall provide the following services:

1. Identification of eligible emergency and permanent work (Category A-G).
2. Damage Assessment.
3. Assistance in attaining Immediate Needs Funding.
4. Prioritization of recovery workload.
5. Loss measurement and categorization.
6. Insurance evaluation, documentation adjusting and settlement services.
7. Project Worksheet generation and review.
8. FEMA, FHWA and NRCS reimbursement support.
9. Staff augmentation with experienced Public Assistance Coordinators and Project Officers, response support personnel experienced in Incident Command System (ICS) (example, PIO, Planning, Operations, Logistics, Finance personnel)
10. Interim inspections, final inspections, supplemental Project Worksheet generation and final review.

11. Appeal services and negotiations.
12. Provide disaster response training to City staff members.
13. Reconstruction and long-term infrastructure planning; and
14. Final review of all emergency and permanent work performed.

2.10 CERTIFICATION OF PERSONNEL

Senior management personnel of the Contractor will participate, upon request, in training and briefing sessions held by representatives of the City. Senior personnel of the Contractor and all Subcontractors thereto will have received training in debris management, and the implementation of the National Incident Management System (“NIMS”). Personnel assigned by the Contractor as responsible for data management, invoicing and other documentation duties will be trained in the data management concepts and approaches to be used. Vehicle and equipment operators will be fully licensed and certified, as required by applicable local, State and Federal statutes and regulations. Upon their deployment for field operations, all Contractor and Sub-Contractor personnel will be briefed and trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures.

2.11 ADDITIONAL SUPPORTING DOCUMENTATION

Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Contractor as may be required by the City and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

2.12 REPORT MAINTENANCE

Contractor will be subject to audit by federal, state and local agencies pursuant to the agreement. The contractor will maintain all reports, records, debris reporting tickets and agreement correspondence for a period of not less than three (3) years from project closeout.

2.13 ADDITIONAL SERVICES

Contractor shall provide necessary manpower to assist City with logistics, operations, and community relations in an emergency activation. Personnel shall be experienced in Incident Command System (“ICS”).

END OF SECTION

SECTION 3. PROPOSAL SUBMISSION REQUIREMENTS

3.1 PROPOSAL SUBMITTAL DEADLINE

The Proposal Submittal Deadline is included in Section 1 - Notice to Proposers, of this RFP. It is not required to include Section 1 – 5 with the submission of the RFP Proposal.

3.2 INTENT

The City is requesting proposals from qualified and experienced firms to provide Disaster Debris Monitor Services under a continuing services contract. The intent is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the Disaster Debris Monitor Services for the City in conformity with the requirements of this Request for Proposals.

3.3 ELIGIBILITY

In addition to other requirements stated in this document, to be eligible for award, Proposer must demonstrate the following in their response:

1. Must be appropriately licensed and in good standing with the Florida Department of Professional Regulation
2. Must have five (5) years of continuous operation under the same name providing the same Services.
3. Proposer’s project team must have prior experience within the past five (5) years in the same field as the Services.
4. Proposer’s principal-in-charge must have a minimum of five (5) years of experience within the same field as the Services; and
5. Proposer’s project manager must have a minimum of five (5) years of experience in the same field as the Services with prior project management experience and must be capable of speaking and making decisions on behalf of the Respondent.

Each Bidder shall meet all legal, technical, and professional requirements for providing the requested Services.

The Bidder shall furnish such additional information as the City may reasonably require. This includes information that indicates financial resources as well as ability to provide the Services. The City reserves the right to make investigations of the Bidders’ qualifications or any of its agents, as it deems appropriate.

3.4 RFP DOCUMENTS

These RFP documents consist of the Proposal Documents and the Agreement Documents. All forms and documents contained within the RFP and the Agreement shall be completed and submitted. A proposer’s failure to comply with any provisions in the RFP or the Agreement may result in a determination of non-responsibility and/or non-responsiveness, at the sole discretion of the City. All instructions in the RFP must be adhered to.

3.5 PROPOSAL FORMAT

- A. The proposal shall be typewritten 8½ x 11-inch white paper.

- B. All pages are to be consecutively numbered. If there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form with the addition of the letter “a”, “b”, “c”, etc. If a form is provided and additional pages are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter “a”, “b”, “c”, etc.
- C. In instances where a response is not required, or is not applicable or material to the proposal, a response such as “no response is required” or “not applicable” is acceptable.
- D. The proposer shall compile and organize the responses according to the tabs listed below. Within the tabbed section, clearly organize and mark your responses according to the topics outlined below. It is very important to follow the format outlined below to assist the CITY in the evaluation process. All proposals must include the following items. Responses must be in the same order as, and responsive to, the information requested. Unnecessarily elaborate proposals and/or lengthy presentations are not desired or required by the CITY:

I. Tab A - Representations and Certifications

- Cover Sheet
- Proposal Forms listed in Section 6.
- Exhibit B: Fee Schedule
- Exhibit D: Transition Plan
- Statement of Financial Stability

II. Tab B – Executive Summary

The proposer shall provide the following information in the order outlined below:

1. A title page.
2. A table of contents
3. Executive Summary: This summary, limited to two typewritten pages, should provide a high-level description of the Proposer’s ability to meet the requirements of the RFP and a statement describing why the proposer believes itself to be best qualified to provide the identified services.
4. Deliverables, tasks, activities, etc. as outlined in the Scope of Services.
5. List any exceptions to this RFP. Exceptions listed elsewhere will not be recognized.

III. Tab C – Qualifications and Experience

The proposer shall provide the following information in the order outlined below:

1. **Qualifications:** Provide a brief description of your firm, including:
 - a. Qualification of Firm
 - b. Qualification of Staff
 - c. Industry Knowledge and Expertise
 - d. Project Management and Special Services pertinent to this Solicitation; and Past Performance (The evaluation should consider past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement when such

information is relevant to this solicitation. Past performance information should also include recent and relevant contracts for the same or similar items and other references including contract numbers, points of contact with telephone numbers and other relevant information).

2. Service Team and Resume

- a. Provide an organizational chart of the team that would serve the CITY.
- b. Provide detailed descriptions of each team member's role, responsibilities, experience, and education. Also provide a current one-page resume for each member.
- c. Provide information on the relevant experience of each team member.
- d. Describe what approach the team would take in providing services to CITY. Indicate type and frequency of meetings and other forms of communications.

3. Provide a Personnel Plan that includes:

- a. A complete operating plan with organizational chart and supporting information which illustrates the proposed staffing plan for each operation on a daily, weekly, and monthly basis for all types of positions included in the proposal.
- b. Provide data for which staffing levels are based and include employee qualifications for the positions, full-time/part-time status, process for staffing and determinations and process for adjustments.
- c. The organizational chart must include managerial positions assigned to CITY and Corporate levels for the Proposer's company with the corresponding roles to CITY staff.
- d. Provide detailed description of each position's role and responsibilities.

IV. Tab D – Subcontracting Plan

The proposer shall submit a subcontracting plan with the proposal. The plan shall specifically identify names of potential subcontractor(s), or area to be subcontracted, field of expertise, number of years in the field, proposed dollars amount of subcontracting effort by category and references. This plan will be incorporated into the winning contractor's contract and monitored throughout the life of the contract for compliance.

V. TAB E – Proposal Approach

The Proposer must submit a comprehensive approach to implementation of the Project in accordance with the Scope of Work in Section 2, of this RFP. The comprehensive approach must provide information regarding the documentation and ability to furnish the services necessary to implement the Project in accordance with the Package, and the any innovative technology solutions to be employed in the provision of the Services for the Project.

VI. TAB G – Insurance.

Proposers must provide evidence of insurance currently in place that meets or exceeds the specifications herein or a commitment from an insurance company that such insurance coverage may be obtained by the Proposer prior to entering into an agreement with the City. The successful Proposer(s) must submit, prior to signing of a contract, a Certificate of Insurance naming the City as an additional insured and meeting the requirements set forth in the form attached to this RFP as Attachment “B.”

- E. The following items shall be submitted by the successful proposer after the award of the Agreement (at the time specified herein).
- Exhibit A: Certificate of Insurance
 - Exhibit E: Performance & Payment Security

3.6 SUBMITTAL, RECEIPT AND OPENING OF PROPOSALS

CONTRACTOR’s solicitation response must be submitted to the City Clerk’s Office (4200 Indian Bayou Trail Destin FL 32541) by the date and time specified in the solicitation. The City will not consider responses received by any other means. Any bid may be rejected for noncompliance to requirements after full review by the City. The sealed submittals will be publicly opened at the City of Destin, City Hall at 2pm on the Proposal Due Date. Recommendation for award will be made at a City Council meeting.

3.7 WITHDRAWAL OR REVISION OF PROPOSAL PRIOR TO AND AFTER SUBMITTAL DEADLINE

Once a proposal has been submitted by the Proposal Submittal Deadline, it shall not be returned to the proposer.

3.8 PROPOSAL GUARANTEE

All proposals shall be guaranteed firm for a minimum of 90 calendar days after the submission of the proposal.

3.9 MULTIPLE PROPOSAL PROHIBITED

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. Reasonable grounds for believing that a proposer is involved

in more than one proposal for the same work shall be cause for rejection of all proposals in which such proposers are believed to be involved. In addition, a single proposal from more than one individual, firm, partnership, corporation, or association under the same or different names shall not be considered. Joint ventures shall be permitted; however, such arrangements shall designate a single primary proposer or shall be combined into a single legal entity. The City shall only consider one proposal from one proposer.

3.10 ADDITIONAL TERMS AND CONDITIONS

Proposer shall state any exceptions/deviations from the RFP requirements or Agreement. Exceptions to the Agreement should contain a summary of every objection or deviation with adherence to specific RFP or Agreement sections.

3.11 INTERPERPRETATIONS AND INQUIRIES

- A. Submission of a proposal shall serve as prima facie evidence that the proposer has examined the Agreement and is fully aware of all conditions affecting the provision of services.
- B. No person is authorized to give oral interpretations of, or make oral changes to, the RFP or the Agreement. Therefore, oral statements shall not be binding and should not be relied upon.
- C. Any interpretation of, or changes to, the RFP or the Agreement shall be made in the form of a written addendum to the RFP or the Agreement and shall be furnished by the City to all proposers who attend the mandatory pre-proposal conference. Only those interpretations of, or changes to, the RFP or the Agreement that are made in writing and furnished to the proposers by the City may be relied upon.

3.12 IRREGULARITIES & RESERVATION OF RIGHTS

Proposals will be selected at the sole discretion of the City. The City reserves the right to waive any irregularities in the request process, to reject any or all proposals, reject a proposal which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one respondent. Proposals received after the deadline provided in this RFP will not be considered.

The City reserves the right to award one or more contract(s) to the Contractor who will best serve the interests of the City and whose Proposals meet the requirements and criteria set forth in this RFP. Notwithstanding, the City may, at its sole discretion, reject all Proposals and cancel the solicitation, in which case no award will be made.

The City reserves the right to accept or reject any or all Proposals, based upon its deliberations and opinions. In making such determination, the City reserves the right to investigate the financial capability, integrity, experience and quality of performance of each Contractor, including officers, principals, senior management and supervisors, as well as the staff identified in the Proposal.

Proposers shall furnish additional information as the City may require. This includes information that indicates financial resources as well as ability to provide the requisite services. The City reserves the right to make investigations of the qualifications of the firm as it deems appropriate, including but not limited to background investigations and checking references.

3.13 PROPOSAL/PRESENTATION COSTS

The City shall not be liable for any costs, fees, or expenses incurred by any Consultant in responding to this RFP, nor subsequent inquiries or presentations relating to its Proposal.

END OF SECTION

SECTION 4. EVALUATION OF THE PROPOSAL

4.1 BID COMMITTEE

Proposals submitted shall be evaluated by the City Bid Committee. The Bid Committee shall evaluate proposals and make a recommendation of the most qualified firms to the City Council. The Bid Committee shall convene at a publicly noticed meeting to review submissions, rank and evaluate the proposals, and provide a recommendation for the award. Each Bid Committee Member shall complete and execute an independence affidavit.

4.2 QUALIFICATION EVALUATION

- A. The evaluation of proposals and the determination of responsiveness and responsibility shall be the responsibility of the Bid Committee. Such a determination shall be based on information furnished by the proposer, as well as other information reasonably available to the City.
- B. The Bid Committee shall examine the documentation submitted in the proposal to determine the responsiveness of each proposer. Failure to provide the required information may disqualify any such proposal as non-responsive and such proposal may not be considered. The Bid Committee may disqualify any proposers that make exaggerated or false statements.
- C. The Bid Committee may make such investigations as it deems necessary to determine the responsibility and ability of the proposer and the proposer shall furnish the City all such information for this purpose as the City may request before and during the proposal period. The Bid Committee reserves the right to make additional inquiries, interview some or all proposers, make site visits, obtain credit reports, or take any other action it deems necessary to fairly evaluate all proposers. The Bid Committee may reject a proposer or qualify a proposer.

4.3 RESPONSIVENESS

The factors to be considered in determining the responsiveness of each proposer include but are not limited to the following:

- A. Completion, accuracy, and submission of all required documentation.
- B. Compliance with all requirements of the RFP, including adherence to all RFP instructions.
- C. Consistency of the offered goods or services as set forth in the Agreement.
- D. Accuracy of mathematical calculations.

4.4 RESPONSIBILITY

The factors to be considered in determining the responsibility of a proposer shall include but not be limited to the following:

- A. Proposers experience and performance.
- B. Financial ability to perform the services described in the Agreement. Proposers must

demonstrate financial stability. Proposers shall provide a statement of their financial stability, including information as to current or prior bankruptcy proceedings by providing the following:

- i. A copy of the most recent audited annual financial statements containing a balance sheet, an income statement, and a statement of cash flows;
OR
- ii. Non-audited financial statements containing a balance sheet, an income statement, and a statement of cash flows plus a complete federal tax return for the last two (2) years.

Social Security and/or bank account numbers should be redacted on the statements/federal tax returns.

In lieu of submitting the above documentation, proposer may submit alternative documentation that demonstrates their financial ability to perform the services described herein; however, a complete financial evaluation cannot be conducted without the above documentation.

- C. The financial statements requested are developed into nine financial ratios which include the following:
- i. Liquidity - measures a business's ability to cover its obligations, without having to borrow or invest money in the business.
 - ii. Working Capital - measures liquid assets that provide a safety cushion to creditors.
 - iii. Solvency - assesses a company's ability to meet its long-term obligations and therefore remain solvent and avoid bankruptcy.
 - iv. Gross Margin - indicates the percentage of sales (revenue) dollars available for expenses and profit after the cost of materials is deducted from the sales (revenue).
 - v. Free Cash Flow - tells how much cash is left over from operations after a company pays for its capital expenditures.
 - vi. Account Receivables – as a percentage of current assets, which will provide information about assets not yet received and therefore unavailable at the present time to be used as resources.
 - vii. Receivables to Current Assets - receivables as a percentage of current assets that would reveal the size of receivables in current assets and the opportunity cost associated with it.
 - viii. Long Term Debt - measurements representing the percentage of a corporation's assets that are financed with loans and financial obligations lasting more than one year.
 - ix. Cash Ratio - an indicator of a company's liquidity by measuring the amount of cash, cash equivalents or invested funds there are in current assets to cover current liabilities.

**Proposers will only be compared to other firms that submit a proposal, to determine relative positions of financial ability and stability. **

D. Litigation history

- E. The scope and content of any investigations, reports or audits relating to, or communications with, the proposer that have been commenced or issued by any local, state, or federal law enforcement agency, criminal justice agency, health and safety agency or inspector general office.
- F. Whether the proposer has failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.
- G. Availability of appropriate material, equipment, facility and personnel resources and expertise, or the ability to obtain them, to meet all requirements of the Agreement.
- H. Whether the proposer or its partners, officers or key personnel or its subsidiaries or parent company have been engaged in any criminal activity or have been convicted of any crimes.

4.5 EVALUATION PROCESS

A. The Bid Committee shall convene at a publicly noticed meeting and collectively discuss and review the proposals. Each member of the Bid Committee shall evaluate and rank each proposal in each of the categories listed in this section and compute a final ranking. The Bid Committee Chairperson shall tally the final rankings and announce the final total ranking. A sample of the ranking form used by the Bid Committee is included in this Section.

B. Proposals shall be evaluated and ranked based on the following categories:

Category	Score (Points)
Experience and qualifications in debris removal services, including knowledge of FEMA reimbursement procedures	10
Past performance or with others	5
Proposed methodology	5
Resources and availability	5
Proposed Price/Financial Stability	5
Total:	30 Points

C. The Bid Committee may interview some or all of the proposers. During the evaluation process, the Bid Committee may request any or all proposers to make oral presentations. Based on the final rankings resulting from the process described above, the Bid Committee will make a recommendation for award of the Agreement.

D. In the event of a tie, the price proposal shall be the basis for determining the award recipient.

4.6 AWARD

Following notification of the firm(s) selected, the City Council may authorize the City Manager to execute an agreement with the top-ranked proposer, and if determined to be in the best interest of the City, any additional proposers, in order of rank.

SECTION 5. GENERAL REQUIREMENTS

5.1 RETENTION OF PROPOSAL

The City reserves the right to retain all Proposals submitted and use any ideas contained in any Proposals, regardless of whether that Bidder is selected.

5.2 PUBLIC RECORDS

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the City in connection with Proposals shall become property of the City and shall be deemed to be public records subject to public inspection.

5.3 LOBBYIST REGISTRATION

Respondents must comply with the City's lobbyist regulations. Please contact the City Clerk at (305) 365-5506 for additional information.

5.4 PERMITS, TAXES, LICENSES

The Vendor shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.

5.5 LAWS, ORDINANCES

The Vendor shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations and professional standards that would apply to the contract.

5.6 NON-APPROPRIATION OF FUNDS

In the event that insufficient funds are appropriated, and budgeting or funding is otherwise unavailable or not allocated in any fiscal period for the Agreement, the City shall have the unqualified right to terminate the Work Order(s), and/or Agreement, upon written notice to the Successful Proposer, without any penalty or expense to the City or recourse against the City. No guarantee, promise, warranty, or representation is made that any work or project(s) will be assigned to the Successful Proposer.

5.7 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with the City in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor shall result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

5.8 KEY PERSONNEL

Subsequent to submission of a Proposal and prior to award of an Agreement, Key Personnel shall not be changed. Proposers shall not change any member of their Key Personnel without just cause and prior

written approval by the City. The City reserves the right to request additional documentation, as required by the RFP prior to making its determination. If the City does not accept the proposed change(s), the Proposal may be rejected and not considered for award.

5.9 E-VERIFY

Successful Bidder shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any Subcontractor performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Subcontractor during the Contract term.

5.10 CONFLICT OF INTEREST

Proposers, by responding to this RFP, certify that to the best of their knowledge and belief, no elected/appointed official or employee of the City is financially interested, directly or indirectly, in the purchase of goods/services specified in this RFP. Any such interests on the part of the Proposer or its employees shall be disclosed in writing to the City. Further, Proposers shall disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock of the Proposing firm.

5.11 DEBARRED/SUSPENDED VENDORS

An entity or affiliate who has been placed on the State of Florida or Federal debarred or suspended vendor list may not: a) submit a Proposal on a contract to provide goods or services to a public entity; b) may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; c) may not submit a Proposal on leases of real property to a public entity; d) may not be awarded or perform work as a contractor, design-builder, supplier, subcontractor, or consultant under contract with any public entity; and e) may not transact business with any public entity.

5.12 NON-DISCRIMINATION

Proposer agrees that it shall not discriminate by race, gender, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFP. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, gender, color, age, religion, national origin, marital status, or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity called for or required in connection with services rendered under this Agreement.

5.13 UNETHICAL BUSINESS PRACTICE PROHIBITIONS

Proposer represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure the award of the Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind, contingent upon or in connection with, the award of the Contract.

5.14 ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the Proposal shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted purposely, through either intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists, or warranties, it is understood and agreed that the General and Special Conditions in this solicitation are the only conditions applicable to this solicitation

and that the Proposer’s authorized signature affixed to the Proposer's acknowledgment form, attests to this.

5.15 ASSIGNMENT, NON-TRANSFERABILITY OF PROPOSAL

- A. Proposals shall not be assigned or transferred. A proposer who is, or may be, purchased by or merged with any other corporate entity during any stage of the proposal process, through to and including awarding of and execution of the Agreement, is subject to having its proposal disqualified as a result of such transaction. The City Manager shall determine whether a proposal is to be disqualified in such instances.

- B. If, at any time during the proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of proposer, or the sale of a controlling interest in the proposer, or any similar transaction, the proposer shall immediately disclose such information to the City. Failure to do so may result in the proposal being disqualified, at the City’s sole discretion.

5.16 PUBLIC RECORDS

Upon award recommendation or 30 days after proposal opening, whichever is earlier, any material submitted in response to this RFP shall become a “public record” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Records Law). Proposers shall claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected and shall state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

5.17 PUBLIC ENTITIES CRIME

- A. A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a proposal to provide any goods or services to the City and may not transact business with the City in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

- B. By submitting a response, the proposer certifies that it is qualified under Section 287.133, Florida Statutes, to provide the services set forth in the Agreement.

5.18 SCRUTINIZED COMPANIES

Pursuant to Section 287.135, Florida Statutes, a Proposer is ineligible to, and may not submit a Proposal for, or enter into or renew a contract with CITY for goods or services if at the time of submitting a Proposal for a new contract or renewal of an existing contract:

- A. for any contract amount, if the Proposer is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;

- B. if \$1 million or more and the Proposer is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

- C. if \$1 million or more and the Proposer is engaged in business operations in Cuba or Syria.

5.19 EXAMINATION OF CONDITIONS

It shall be the Proposer's responsibility to visit the proposed work site(s) and to thoroughly familiarize himself with the nature and extent of the work to be performed and all local existing site conditions, to make his own estimate of the facilities and difficulties attending the execution of the work; no allowance shall be made by the City for the Proposer's failure to do so.

5.20 BID GUARANTY - N/A

5.21 BONDS

A Bid Bond is not required as part of this Contract.

5.22 INSURANCE REQUIREMENTS

Proposer shall secure and maintain throughout the duration of the Contract, if selected, insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Proposer's insurance and shall not contribute to the Proposer's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent. Copies of Proposer's actual Insurance Policies as required herein and Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured. Each Policy and certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. All coverage forms must be primary and non-contributory and the Proposer shall provide a waiver of subrogation for the benefit of the City. The Proposer shall be responsible for assuring that the insurance policies and certificates required by this Section remain in full force and effect for the duration of the Project.

- a) Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Proposer. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
- b) Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Proposer shall be allowed to provide Services pursuant to this RFP who is not covered by Worker's Compensation insurance.
- c) Business Automobile Liability with minimum limits of \$1,000,000.00 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy,

without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non- Owned Vehicles.

The Successful Proposer(s) shall, within ten (10) days of receipt of a written notice of the Award of the Contract, deliver to the City a fully executed Contract and all requested certificates of insurance and bonds.

5.23 CONE OF SILENCE

To ensure fair consideration for all Proposers, a Cone of Silence is enforced starting on the posting date of the proposal submission. Proposers are asked not to communicate with any department, division, or employee from the submission package concerning the proposal until an award decision has been made. Any communication between Proposer and the City to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal should be conducted through the City Clerk’s Office at cityclerk@cityofdestin.com.

END OF SECTION

ADDENDUM ACKNOWLEDGEMENT

Solicitation Title:
DISASTER DEBRIS MONITORING SERVICES
Solicitation No.:
RFP 25-11-PW

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:

Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____
Addendum No. _____, Dated _____

No Addendum issued for this
Solicitation

Firm's Name: _____

Authorized Representative's Name: _____

Title: _____

Email: _____

Phone Number: _____

Address: _____

Address: _____

Authorized Signature: _____

EXHIBIT A - CERTIFICATE OF AUTHORITY
(If Corporation)

I HEREBY CERTIFY that a meeting of the [circle one] Board of Directors/ Partners of _____
_____ a business existing under the laws of the State of _____, (the
“Entity”) held on _____, 20____, the following resolution was duly
passed and adopted:

“RESOLVED, that, _____, as _____
_____ of the Entity, be and is hereby authorized to
execute this Proposal dated _____, 20____ on
behalf of the Entity and submit this Proposal to the City of Destin, and
this Entity and the execution of this Certificate of Authority, attested to
by the Secretary of the Corporation, and with the Entity’s Seal affixed,
will be the official act and deed of this Entity.”

I FURTHER CERTIFY that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Entity
this _____ day of _____, 20____.

Secretary: _____

President: _____

Print Name: _____

Print Name: _____

(Seal)

EXHIBIT A - CERTIFICATE OF AUTHORITY
(if Individual)

I, _____ (“Affiant”) being first duly sworn, deposes and says:

1. I am the _____
[Select and print as applicable: Owner/Partner/Officer/Representative/Agent] of: _____
_____ doing
business as _____, the
Contractor that has submitted the attached Proposal.
2. I am fully informed respecting the preparation and contents of the attached Proposal and all of the pertinent circumstances respecting such Proposal.
3. I am authorized to execute the Proposal dated _____, and submit this Proposal to the City of Destin, and the execution of this Certificate of Authority, attested to by a Notary Public, , will be the official act and deed of this attestation.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 20__, before me the undersigned, personally appeared _____, whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

Notary Public (Print, Stamp, or Type as Commissioned)

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

EXHIBIT B - PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Proposer:

2. Principal Business Address, Phone and Email Address:

3. Principal Contact Person(s):

4. Form of Proposer (Corporation, Partnership, Joint Venture, Other):

 - A. If a corporation, in what state incorporated: _____
 - B. Date Incorporated: _____
 - C. Federal ID Number (EIN) _____
 - D. If a joint Venture or Partnership, date of Agreement: _____
 - E. Name and address of all partners (state whether general or limited partnership): _____
 - F. If other than a corporation or partnership describe, organization and name of principals. _____

5. Provide names of principals or officers as appropriate and provide proof of the ability of the individuals so named to legally bind proposer.

Name	Title
_____	_____
_____	_____
_____	_____

6. Indicate the number of years' proposer has had current continual successful experience performing work of a similar scope relevant to this RFP Agreement. _____

7. List all entities participating in this Agreement (including subcontractors if applicable):

Name	Address	Title
A. _____	_____	_____
B. _____	_____	_____
C. _____	_____	_____
D. _____	_____	_____

8. Outline specific areas of responsibility for each entity listed in Question 7.
 - A. _____
 - B. _____
 - C. _____

D. _____

9. County or municipal business tax receipt number (attach copies):

County: _____

Municipal: _____

10. Have you ever failed to complete any work awarded to you?

Yes _____ No _____ **If yes, attach a separate sheet of explanation.**

11. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?

Yes _____ No _____ **If yes, attach a separate sheet of explanation.**

12. Within the last five years, have you ever had a performance, payment or bid bond called?

Yes _____ No _____ **If yes, attach a separate sheet of explanation.**

13. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?

Yes _____ No _____ **If yes, attach a separate sheet of explanation.**

14. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?

Yes _____ No _____ **If yes, attach a separate sheet of explanation.**

15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?

Yes _____ No _____ **If yes, attach a separate sheet of explanation.**

16. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?

Yes _____ No _____ **If yes, attach a separate sheet of explanation.**

17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted and/or fined for any criminal activity within the last five years?

Yes _____ No _____ **If yes, attach a separate sheet of explanation.**

18. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?

Yes _____ No _____ **If yes, attach a separate sheet of explanation.**

19. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?

Yes _____ No _____ **If yes, attach a separate sheet of explanation.**

20. Within the last five years, have there been any reports or audits relating to you, any office or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.

Yes ___ No ___ **If yes, attach a separate sheet of explanation.**

21. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.

Yes ___ No ___ **If yes, attach a separate sheet of explanation.**

22. Have you made a site visit? _____ Yes, _____ No

23. How soon after the award can you begin work? _____ Days.

24. List any licenses, permits or certifications, etc., you hold for performing this type of work:

25. **How did you hear about the RFP?** Indicate if it was via the City’s website, internet search, DemandStar, newspapers, email, etc. The City of Destin is always looking for ways to improve its services. _____

Signature (Blue ink only)

Print Name

Title

Date

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__,

by _____ as _____

(Name of person acknowledging)

(Title)

for _____.

(Company name)

Personally known to me _____ or has produced Identification _____, type of identification

produced _____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT C - CLIENT REFERENCES

PRINT CLEARLY

REFERENCE #1

Name of Company: _____
Reference Contact Name: _____
Contact Title: _____
Contact Telephone: _____
Contact Email: _____
Contract Start Date: _____ Contract End Date: _____

REFERENCE #2

Name of Company: _____
Reference Contact Name: _____
Contact Title: _____
Contact Telephone: _____
Contact Email: _____
Contract Start Date: _____ Contract End Date: _____

REFERENCE #3

Name of Company: _____
Reference Contact Name: _____
Contact Title: _____
Contact Telephone: _____
Contact Email: _____
Contract Start Date: _____ Contract End Date: _____

REFERENCE #4

Name of Company: _____

Reference Contact Name: _____

Contact Title: _____

Contact Telephone: _____

Contact Email: _____

Contract Start Date: _____ **Contract End Date:** _____

REFERENCE #5

Name of Company: _____

Reference Contact Name: _____

Contact Title: _____

Contact Telephone: _____

Contact Email: _____

Contract Start Date: _____ **Contract End Date:** _____

EXHIBIT D - SINGLE EXECUTION AFFIDAVITS

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC
OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE SUBMITTED TO THE CITY OF DESTIN AND ARE STATEMENTS MADE:

By: _____

For (Name of Proposing or Bidding Entity): _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(if the entity does not have an FEIN, include the Social Security Number of the individual signing this sworn statement. SS#: _____)

Americans with Disabilities Act Compliance Affidavit

The above-named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third-party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Proposer Initials

Public Entity Crimes Affidavit

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

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

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

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

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

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

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

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

[] The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Proposer Initials

No Conflict of Interest or Contingent Fee Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

Proposer Initials

Business Entity Affidavit

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City of Destin (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade

County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City.

Proposer Initials

Anti-Collusion Affidavit

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Destin or any person interested in the proposed Contract.

Proposer Initials

Scrutinized Company Certification

1. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer or its subcontractors are found to have submitted a false certification; or if the Proposer, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this ITB is for more than one million dollars, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this ITB at its sole option if the Proposer, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Proposer, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

3. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this ITB. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Proposer Initials

Acknowledgment, Warranty, and Acceptance

1. CONTRACTOR warrants that it is willing and able to comply with all applicable state of Florida laws, rules and regulations.
2. CONTRACTOR warrants that it has read, understands, and is willing to comply with all requirements of **RFP 25-11-PW DISASTER DEBRIS MONITORING SERVICES** and any addendum/addenda related thereto.
3. CONTRACTOR warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City Council or City Manager, as applicable.
4. CONTRACTOR warrants that all information provided by it in connection with this Proposal is true and accurate.

Proposer Initials

Truth in Negotiation Certification

The CONTRACTOR hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project’s agreement are accurate, complete, and current at the time of contracting.

The CONTRACTOR further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later.

Respondent Initials

**Sworn Signature of Proposing Entity Representative and Notarization
for all above Affidavits follows on the next page**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of _____, 20____, before me the undersigned,
personally appeared _____, whose name(s) is/are
subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

Notary Public (Print, Stamp, or Type as Commissioned)

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

EXHIBIT E - INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

I am _____ of _____, the proposer that has submitted the attached proposal;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Bid Committee.

A “relationship” for the purpose of this affidavit shall include but not be limited to employer/employee, consultant, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the CITY.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my proposal.

I understand and agree that I shall give the CITY written notice of any other relationships (as defined above) that I enter into with the CITY (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Bid Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write “None”):

Signature (Blue ink only)

Print Name

Title

Date

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,

by _____ as _____

(Name of person acknowledging)

(Title)

for _____.

(Company name)

Personally known to me _____ or has produced Identification _____, type of identification

produced _____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT F - NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;
3. Such proposal is genuine and is not a collusive or sham proposal;
4. Neither said proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other proposer, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached proposal has been submitted or to refrain from proposing in connection with the Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other proper, firm, or person to fix the price or prices in the attached proposal, or of any other proposer, or to fix any overhead, profit or cost element of the proposal or the response of any other proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Destin, Florida, or any person interested in the Agreement; and
5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature (Blue ink only)

Print Name

Title

Date

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____ as _____

(Name of person acknowledging)

(Title)

for _____.

(Company name)

Personally known to me _____ or has produced Identification _____, type of identification

produced _____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT G - DRUG FREE WORKPLACE

The undersigned proposer in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:

(Name of proposer)

1. Publish a statement notifying employees that the unlawful manufacturing, 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 contractual services described in the RFP document a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFP or the Agreement, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
7. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature (Blue ink only)

Print Name

Title

Date

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____ as _____

(Name of person acknowledging)

(Title)

for _____.
(Company name)

Personally known to me _____ or has produced Identification _____, type of identification

produced _____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT H - CERTIFICATION TO ACCURACY OF PROPOSAL

The proposer, by executing this form, hereby certifies and attests that all forms, affidavits and documents related thereto that it has enclosed in the proposal in support of its proposal are true and accurate. Failure by the proposer to attest to the truth and accuracy of such forms, affidavits and documents shall result in the proposal being deemed non-responsive and such proposal will not be considered.

By submitting a proposal to do the work, the proposer certifies that a careful review of the RFP and the Agreement has taken place and that the proposer is fully informed and understands the requirements of the RFP and the Agreement and the quality and quantity of service to be performed.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the proposer that has submitted the attached proposal;
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all forms, affidavits and documents submitted in support of such proposal;
3. All forms, affidavits and documents submitted in support of this proposal and included in this proposal are true and accurate;
4. No information that should have been included in such forms, affidavits and documents has been omitted; and
5. No information that is included in such forms, affidavits or documents is false or misleading.

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,

by _____ as _____

(Name of person acknowledging)

(Title)

for _____.

(Company name)

Personally known to me _____ or has produced Identification _____, type of identification

produced _____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT I - SCRUTINIZED COMPANIES

The undersigned proposer in accordance with Section 287.135, Florida Statutes, hereby certifies that:

Proposer is not participating in a boycott of Israel;

Proposer is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List;

Proposer does not have business operations in Cuba or Syria.

Signature (Blue ink only)

Print Name

Title

Date

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____ as _____

(Name of person acknowledging)

(Title)

for _____.
(Company name)

Personally known to me _____ or has produced Identification _____, type of identification
produced _____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT J - PUBLIC ENTITY CRIMES

Sworn Statement Under §287.133(3)(a), Florida Statutes

(This form must be signed in the presence of a notary public or other officer authorized to administer oaths.)

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

2. This sworn statement is submitted by: _____
(name of entity submitting sworn statement)

whose business address is: _____

Federal Identification Number (FEIN) is: _____
(if applicable)

Social Security Number: _____

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is: _____
(print name of individual signing this document)

and my relationship to the entity is: _____

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

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

6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
(a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or

(b) 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, share holders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

8. Based on the information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)
 - a. Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 - b. 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 and (Please indicate which additional statement applies)
 - 1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

 - 2) The person or affiliate was placed on the convicted 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 the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

- 3) ___The person or affiliate has not been placed on the convicted vendor list.
(Please describe any action taken by or pending with the Department of
General Services)

Signature (Blue ink only)

Print Name

Title

Date

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,

by _____ as _____

(Name of person acknowledging)

(Title)

for _____.

(Company name)

Personally known to me _____ or has produced Identification _____, type of identification

produced _____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

EXHIBIT K - DISPUTE DISCLOSURE

Answer the following questions by placing an “X” after “Yes” or “No”. If you answer “Yes”, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the City of Destin.

Firm: _____

Authorized Signature: _____

Print or Type Name: _____

Title: _____

Date: _____

EXHIBIT M - E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the City requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit:

<https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 20____, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

_____ Personally known to me; or

_____ Produced identification (Type of Identification: _____)

_____ Did take an oath; or

_____ Did not take an oath

EXHIBIT N
CITY OF DESTIN DISASTER DEBRIS MONITORING SERVICES

PROPOSAL FEE SCHEDULE

NAME OF PROPOSER: _____ In response to the City’s request for proposal and in compliance with the RFP requirements, the undersigned proposer to provide all permits, labor, materials, supervision, coordination, related incidentals necessary to provide **Disaster Debris Monitoring Services** located at the City of Destin, Florida.

In strict accordance with the Bid Documents dated _____ including Addenda numbered _____ through _____, inclusive, for an all-inclusive Base Bid for **Disaster Debris Monitoring Services** includes all incidental costs.

The Contractor understands and agrees that the prices submitted is for the services as indicated in the Scope of Service, including but not limited to, all labor, materials, equipment, overhead and profit, and permitting.

PRICE PROPOSAL: The Proposer shall include in the hourly rate all costs, applicable overhead, and profit.

KEY POSITION: Provide resumes for the Project Manager and Operations Manager. Provide job descriptions of other key positions listed.

POSITIONS	HOURLY RATE	EST. HOURS	TOTAL
Field Supervisor	\$		\$
Debris Site / Tower Monitors	\$		\$
Field Coordinators (Crew Monitors)	\$		\$
Project Manager	\$		\$
Operations Manager	\$		\$
FEMA Coordinator	\$		\$
Scheduler / Expeditors	\$		\$
GIS Analyst	\$		\$
Environmental Specialist	\$		\$
Project Inspector (Citizen Site Monitors)	\$		\$
Load Ticket Data Entry Clerks (QA /QC)	\$		\$
Billing / Invoice Analysts	\$		\$
Administrative Assistants	\$		\$
2.8 Emergency Management Planning & Training	\$		\$
2.9 Public Assistance Consulting Services	\$		\$
TOTAL			\$

Other required positions – Proposer may include other positions, with hourly rates and attached job description for each position.

POSITIONS	HOURLY RATE	EST. HOURS	TOTAL
Data Manager *	\$		\$

*Data Manager: oversees the entering, tabulating, and organization of collection and disposal data into required formats in compliance with requirements of FEMA, FHWA, and all other applicable federal, state, and local agencies. The Data Manager provides the City, debris contractors, and applicable public agencies with regular updates on the quantities and types of debris collected. The Data Manager also designs and implements quality assurance and control processes for the review and verification of field and debris contractor-provided data in support of invoices. The Data Manager serves as the City’s representative in meetings with representatives of the Debris Contractor(s), State of Florida, FEMA, or other federal, state, or local agencies speaking to data-related issues.

Note: Provide both unit price and extended total. Price must be stated in the units shown in the proposal form and extended based on the quantities specified in the proposal requirements herein. In case of a discrepancy in computing the amount of the bid, the unit price quoted will govern and the total will be adjusted accordingly.

Other Services

Item / Description	Unit	Unit Price
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$

No spaces are to be left blank, but should be marked as follows:

N/A = Not Applicable

N/C = No Charge

N/B = No Bid

Spaces marked with a zero (0) will be considered no charge.

BIDDER’S AFFIDAVIT

The undersigned Proposer has carefully examined the Bidding Documents and the site of the proposed services. The Bidder is familiar with the nature and extent of the service and any local conditions or criteria dictated in the RFP .

The undersigned Proposer agrees to do all the scope called for by the RFP Documents. Proposer further agrees that payments will be made based on actual services placed and accepted.

The undersigned Proposer agrees to furnish all materials, equipment, and labor and to perform all services in accordance with the Contract Documents for: **Disaster Debris Monitoring Services** located in CITY OF DESTIN, FLORIDA.

Company Name: _____

Proposer’s Name: _____

Proposer’s Email: _____

Proposer’s Title: _____

Company Address: _____

Proposer’s Signature: _____

EXHIBIT O - CERTIFICATION REGARDING LOBBYING

Check the appropriate box:

- This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor’s Authorized Official

Name and Title of Sub-Recipient/subcontractor’s Authorized Official

Date

EXHIBIT P - SUPER CIRCULAR LAW & APPENDICES

2 C.F.R. §200.213 - Suspension and debarment

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

2 C.F.R. §200.317 - Procurements by states

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including sub recipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

2 C.F.R. §200.318 - General procurement standards

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related

organization. (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

- (i) The actual cost of materials; and
- (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual

responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

2 C.F.R. §200.319 - Competition

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that **prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals**, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the

performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

2 C.F.R. §200.320 - Methods of procurement to be followed The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

2 C.F.R. §200.321 - Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

2 C.F.R. §200.322 - Procurement of recovered materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

2 C.F.R. §200.323 - Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The

method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

(e) Reserved

2 C.F.R. §200.324 - Federal awarding agency or pass-through entity review

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

2 C.F.R. §200.325 - Bonding requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal

Awards), which are set forth below. 2 C.F.R. § 200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies.

a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways,

or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

“During the performance of this contract, the contractor agrees as follows:

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

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

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

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the

administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.” However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part

5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R.

§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

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

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance

Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally-required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

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

§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2

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

9. Byrd Anti-Lobbying Amendment.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4.

c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of

Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official Name and Title of Contractor’s Authorized Official Date”

10. Procurement of Recovered Materials.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

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

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply

with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contract.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 18, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 3.B.

TO: City Council

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

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager

DATE: 8/12/2025

SUBJECT: Letter of Support - Resilient Florida Grant Program - Four Prong Lake
Emergency Outfall Application

I. BACKGROUND: The Four Prong Lake project is anticipated to cost significantly more than the city has currently budgeted. The city plans to seek implementation funding through the Florida Department of Environmental Protection's Resilient Florida Grant Program.

II. DISCUSSION: This Letter of Support will document the City Council's support for the Resilient Florida Grant Program Application that is due September 1, 2025. The grant application seeks funding to support the design of a construction plan set and to cover implementation costs for construction activities.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): No effect on budget at this time.

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

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: The Resilient Florida Grant Application will be more competitive if a letter of support from the city council is included. Staff recommend approving the letter of support for that reason.

IV. RECOMMENDED MOTION: I move that the City Council approve this Letter of Support and include it with the Resilient Florida Grant Application for Four Prong Lake.

Attachments:

ITEM # 2025-942

1. Letter of Support - 4
Prong



Office of the Mayor

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-837-4242 | Fax: 850-837-3267 | www.cityofdestin.com

August 18, 2025

RE: Four Prong Lake and Scenic Hwy 98: Flood Resilience Project

City of Destin City Council - Letter of Support

Okaloosa County, FL

To Whom It May Concern:

On behalf of the City Council, I would like to express our support for the above-referenced flood resilience project; the city is currently facing flooding challenges with heavy rain, within the Scenic 98 Right-of-Way (ROW) and in nearby neighborhoods surrounding Four Prong Lake.

An increased number of king tides and extreme rainfall events have all contributed to this flooding concern; we have received letters of support and numerous stakeholders and public comment that promotes this project. In working with residents, a permitted set of 60% design plans is completed, and the State Environmental Resource Permit (ERP) has been issued by the Florida Department of Environmental Protection (FDEP). The US Army Corps of Engineers (USACE) Standard Permit is also under public notice period and is anticipated to be issued within the next month.

The project has already received the State Appropriation funding from Florida Legislature, and the City is committed to working with the County, to fund any match requirements needed should this grant be awarded.

This project is needed to ensure our roadway and public right-of-way areas have flood relief during major flood events, but it cannot be constructed without grant funding.

Sincerely,

Bobby Wagner
Mayor, City of Destin

**MINUTES
EXECUTIVE SESSION
CITY COUNCIL
AUGUST 4, 2025
5:30 PM
CITY HALL ANNEX COUNCIL CHAMBERS**

The Council of the City of Destin met at an executive session with the following members and staff present:

Council Present

Mayor Bobby Wagner	Councilmember Dewey Destin
Councilmember Terésa Hebert	Councilmember Jim Bagby
Councilmember Sandy Trammell	Councilmember Rodney Braden
Councilmember Kevin Schmidt	Councilmember Torey Geile

Staff Present

City Manager Larry Jones
City Clerk Rey Bailey
City Attorney Kimberly Romano Kopp
Litigation Attorney Erik A. Krebs, Esq.

Others Present

Liz Reyes, Court Reporter

CALL TO ORDER

1. EXECUTIVE ATTORNEY-CLIENT SESSION: Pursuant to Section 286.011(8), Florida Statutes, the City's Special Counsel will be seeking the advice of the City Council regarding settlement negotiations and/or strategy related to litigation expenditures concerning the pending litigation:

Ida K. Broski v. City of Destin, Okaloosa County, and Destin Water Users, Inc., 2023 CA 000978 (Okaloosa County, Florida Circuit Court 2023)

Mayor Wagner convened the meeting and announced that:

"This session of the Destin City Council is hereby convened as noticed by publication in a newspaper of general circulation, The Daily News, on Friday, August 1, 2025.

The City Attorney states as follows:

"Pursuant to §286.011(8), Florida Statutes, at this time, I would like to request that we adjourn to executive session so that I, the attorney of record for the City of Destin in:

Ida K. Broski v. City of Destin, Okaloosa County, and Destin Water Users, Inc., 2023 C A 000978 (Okaloosa County, Florida Circuit Court 2023)

may receive the Council's advice regarding the strategy to be used in this case and the type of expenses to be incurred."

The entire session would be recorded by a court reporter, the transcript would be filed with the City Clerk, and available to the public at the conclusion of the litigation discussed today. A copy of the published notice of this executive session is hereby identified as Exhibit A and will be attached to the transcript of this executive session.

In addition to the Mayor and City Council members in attendance tonight, the following individuals will participate in the session:

Attorneys for the City: **Eric A. Krebs, Esq.**
 Warner Law Firm, P.A.
 P.O. Box 1820
 Panama City, FL 32402

Kimberly Romano Kopp, Esq., LEED AP
Romano Kopp Law, PA.
P.O. Box 445
Destin, Florida 32541-0445

City Manager **Larry Jones"**

The City Attorney (Cont.)

"At this time will the mayor and council members in attendance please identify yourselves for the record?"

The following members of the city council each announced their presence:

Mayor Bobby Wagner
Councilmember Rodney Braden
Councilmember Sandy Trammell
Councilmember Dewey Destin
Councilmember Jim Bagby
Councilmember Terésa Hebert
Councilmember Torey Geile
Councilmember Kevin Schmidst

The City Attorney (Cont.)

"I estimate that this executive session will take approximately 30 minutes. At the conclusion of the executive session, the Council will reconvene the public hearing, accept any motions if applicable, and the mayor will end the session."

Mayor Wagner states that:

“At this time, we will recess the public portion of tonight’s meeting and convene the executive session.

Individuals whose names are not listed in the published notice left the room and the executive session was convened at 5:34 PM.

Once the closed session ended and the City Clerk returned at 5:48 PM, Mayor Wagner states:

“We will now reconvene the public portion of this meeting and I will accept any motions from the council.”

Councilmember Bagby moved to accept the City Attorney’s advice and authorize entering into a settlement agreement; seconded by Councilmember Hebert. Motion passed 4-3 (Council members Hebert, Bagby, Destin, and Trammell voted “yes”; Council members Schmidt, Geile, and Braden voted “no”).

ADJOURNMENT:

Having no further business at this time, the mayor adjourned the meeting at 5:50 PM.

ADOPTED THIS 18TH DAY OF AUGUST 2025

By:

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

**REGULAR MEETING
DESTIN CITY COUNCIL
JULY 21, 2025
ANNEX COUNCIL CHAMBERS**

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

Destin City Council

Mayor Bobby Wagner

Councilmember Dewey Destin

Councilmember Terésa Hebert

Councilmember Sandy Trammell

Councilmember Torey Geile

Councilmember Jim Bagby

Councilmember Rodney Braden

Destin City Staff

City Manager Larry Jones

Human Resources Director Jaime Haynes

System and Network Specialist Antonio Payne

Executive Asst to the City Manager Sheri Bethea

Projects/Grants/Contract Manager Jeffrey Cozadd

Parks & Recreation Director Lisa Firth

Community Development Director David Prichard

City Clerk Rey Bailey

Public Works Director Michael Burgess

Finance Director Krystal Strickland

Building Official Noell Bell

City Engineer Robert Tomasek

Public Information Director Tamara Young

City Attorney Kimberly Kopp

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Bobby Wagner called the meeting to order at 6:00 PM. Pastor Steve Farris of the First Baptist Church of Destin gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

- **Consent agenda items 3C and 3D pulled for further discussion.**
- **Combined agenda item 6D(1) with agenda item 4A.**
- **Combined agenda item 6D (2) with agenda item 4C**
- **Placed the appointment of Mariam Paulino to the Harbor CRA-AC under agenda item 6B.**

Motion by Councilmember Braden, seconded by Councilmember Trammell, to approve the agenda, as amended, passed 6-0. Councilmember Schmidt was absent from the meeting.

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

A. E-Bike Safety Recommendations - PW/S Committee

Jim Wood, Public Works and Safety Committee Chairman, presented a detailed proposal regarding the regulation of electric bicycles (e-bikes) within the city. He explained that while the city had successfully addressed the e-scooter issue years ago by prohibiting rentals, e-bikes are more likely to persist due to their functionality as a legitimate mode of transportation. His recommendation involved updating the existing e-scooter ordinance (20-18-LC) to include e-bikes explicitly. The proposal called for clarifying the definition to match Florida's statute on e-bike classifications and implementing a speed limit – initially suggesting 12 miles per hour, although Councilmember Bagby expressed a preference for 15 mph. Mr. Wood emphasized using stenciled markings on sidewalks instead of signs to reduce visual clutter and outlined the city's current educational efforts, which include flyers distributed in English and Spanish. He also discussed collaboration with the Okaloosa County Health Improvement Partnership (OHIP), which is examining e-bike issues county-wide. He pointed out the sale of high-powered, non-compliant bikes in the local area, such as 5,000-watt bikes capable of reaching speeds over 40 mph, which fall outside the state's legal e-bike classification and pose enforcement challenges.

During public comments, Pastor Steve Farris mentioned that an older city ordinance once required licensing for bicycles with motors exceeding one horsepower. He suggested that reinstating such a policy might deter residents from purchasing high-speed bikes, promoting safer options.

Councilmember Trammell followed by asking whether other motorized devices, such as electric skateboards and one-wheeled scooters, could be included in the ordinance. Mr. Wood responded that while the current ordinance uses broad terms like “micromobility devices,” not all such devices have clear legal definitions, complicating regulation and crash reporting.

Councilmember Geile raised concerns about the way crash data is categorized, particularly between sidewalks and crosswalks. He advocated for combining these categories to better reflect the danger posed by riders entering roadways from sidewalks without yielding. Captain Jason Fulghum from the Sheriff's Office clarified that the data was separated at OHIP's request to help determine whether incidents were more frequent at driveways or road crossings, but acknowledged that all such crashes occur on sidewalks. Captain Fulghum and Mr. Wood both emphasized that many incidents stem from riders' failure to stop or look before entering intersections or driveways—behavior that is currently legal but dangerous.

The conversation then shifted to enforcement feasibility. Captain Fulghum explained that enforcing sidewalk speed limits would be extremely difficult due to the inability of radar and laser tools to reliably measure e-bike speeds, especially with nearby vehicular traffic. Although a deputy was able to register the speed of one e-bike using a laser gun, it was only successful when the e-bike was the sole object within close range. This technological limitation, combined with judicial skepticism of subjective speed assessments, means enforcement would largely rely on rider compliance and education.

Discussions also touched on the legal distinctions between e-bikes and mopeds or dirt bikes. Captain Fulghum clarified that any bike exceeding 28 mph is no longer classified as an e-bike under Florida law, and thus must be registered and licensed as a moped. Councilmembers debated whether

additional local requirement – such as visible classification stickers or helmet rules – could be imposed, but recognized that much of this is already governed by state statute. Several councilmembers supported stricter measures, such as prohibiting earbuds while riding or requiring helmets for all users, not just those under 16.

Councilmember Bagby moved to direct staff to draft an update to Ordinance 20-18-LC and bring the revised ordinance to the Public Works/Safety Committee meeting in September for its review and recommendation, and then to the city council for their consideration. The motion was seconded by Councilmember Hebert and passed 6-0.

Councilmember Braden expressed his desire to take strong initial action rather than a gradual approach and stressed the importance of acting decisively given the safety risks.

2. PUBLIC COMMENTS

3. CONSENT AGENDA

- A. Harbor Channel Dredging - Task Order for Bidding Documents and CEI
- B. Declaration of City Property as Surplus (Vehicles and Equipment)
- C. Milling, Resurfacing and Re-Striping of Regatta Bay Blvd.
- D. Milling, Resurfacing and Restriping of Airport Road (curve to Main Street)
- E. RFB 25-04-REC, Batting Cage at MSC
- F. RFQ 25-06-CD Crosstown CEI - Master Agreement with Halff Associates
- G. Approval of minutes of June 16, 2025 Regular City Council Meeting
- H. Approval of minutes of July 14, 2025, City Council Budget Workshop

Councilmember Bagby moved to approve Consent Agenda items 3A, 3B, and 3E through 3H, as printed above; seconded by Councilmember Hebert. Motion passed 6-0.

Mayor Wagner began the discussion by suggesting they combine Consent Agenda items 3C and 3D in the discussion. He outlined the city’s long-term resurfacing and restriping plan and suggested a more intentional approach to adding bike lanes or extended curbs on collector roads such as Airport Road and Main Street. He emphasized that narrowing vehicle lanes, as supported by national and state studies, can help reduce speeding, and proposed implementing these changes during restriping after resurfacing – without reconstructing roads – to create bike and pedestrian space while encouraging slower traffic.

Councilwoman Trammell agreed with the concept but stressed that lane-narrowing effectiveness depends on visual cues, such as coloring bike lanes green, to create the perception of a narrower lane. Councilmember Destin supported examining the idea but noted that Fort Walton Beach’s example had not slowed traffic, urging further study before making changes.

Councilmember Bagby inquired about the current lane widths on Airport Road, and Public Works Director Michael Burgess explained that both lanes together measure roughly 22 feet, with ribbon curbs flush to the asphalt.

Councilmember Trammell suggested adding shrubbery between sidewalks and roads to visually narrow lanes and protect pedestrians.

The discussion then turned to the repaving schedule and criteria. Councilmember Destin questioned why Airport Road’s resurfacing was moved forward and why only one section would be completed. Mr. Burgess explained that the city has \$1.2 million remaining in the FY25 resurfacing budget, and resurfacing both sections of Airport Road would cost around \$1 million, leaving

insufficient funds for other projects. He also noted that the western section was prioritized due to worsening pavement conditions and water intrusion risks, despite its original schedule for resurfacing between 2028 and 2030. He added that past projects sometimes used inconsistent asphalt thickness, making forecasting difficult.

Councilmember Braden recalled a previous council motion requiring inspectors for road projects and questioned accountability when substandard work is later discovered. He also urged verifying that utilities would not cut into newly paved roads. Mr. Burgess confirmed that inspections are conducted during milling and paving, described the measurement process, and agreed to coordinate with utilities. He noted that stormwater infrastructure is a mix of materials, including some problematic Hardy pipe.

Councilmember Bagby moved to approve items 3C and 3D with direction to minimize lane widths on Airport Road and add a 3 to 4-foot bike lane, seconded by Councilmember Hebert.

Councilmember Destin objected to committing to this change before verifying its effectiveness. After further discussions, **Councilmember Bagby offered an amended motion to approve Consent Agenda items 3C and 3D, as printed above, and to direct staff to prepare and return a report outlining the necessary actions and recommendations for the road going forward. Councilmember Hebert provided a second to the motion, which passed 5-1, with Councilmember Braden dissenting.**

Following the vote on the previous motion, Mayor Wagner suggested pursuing a cost-sharing partnership with the county – possibly using the Half Penny Sales Tax – to fund the entire resurfacing. Councilmember Trammell recommended broadening the request beyond the half penny to explore any county support.

Councilmember Hebert moved to direct staff to work with the county on obtaining assistance for resurfacing and painting, with Councilmember Trammell seconding the motion. Motion passed 6-0.

4. CITY MANAGER REPORTS

A. Heffley & Associates, Lobbyist Kelly Horton – Update

City Lobbyist Kelly Horton reviewed the unusual length of the most recent legislative session, highlighting budget negotiations, the Governor’s late budget signing, and several proposed but unsuccessful measures that could have negatively impacted Destin (e.g., changes to tourist development tax, sweeping DOT trust funds). She emphasized successful budget outcomes, including securing \$1 million for the Mattie Kelly Outfall project and support for the Norriego Point funding effort. She also noted progress on the Crosstown Connector, permitting for the boardwalk, and ongoing work with the Governor’s resiliency office on the Four-Prong Lake project. She encouraged the council to prepare legislative priorities and budget requests early for the upcoming January session.

Councilmember Geile asked if there was any way municipalities could gain more home rule regarding short-term rentals. Ms. Horton responded that short-term rental legislation is a recurring issue in Tallahassee, and while no major changes occurred this year, she expects new bills on the topic in the next session.

Councilmember Bagby recommended that council members attend Florida League of Cities events and Tourism Day during committee weeks, as those periods are most effective for building relationships with legislators. He stressed that with Destin's 2-mil cap, major projects (beach nourishment, underground tunnel under Hwy 98, Four-Prong Lake) require partnerships with the county and state legislators. Councilmember Bagby supported renewing the city's agreement with Hefty & Associates to continue advocacy efforts in Tallahassee.

Councilmember Bagby moved to authorize the mayor to execute the agreement between the City of Destin and Heffley & Associates. Under this agreement, the city will pay Heffley & Associates \$10,000 for the remainder of the current fiscal year—at a rate of \$5,000 per month—and continue with a fee of \$5,000 per month for the next fiscal year. This agreement engages Heffley & Associates to assist the city with legislative matters in Tallahassee. Motion was seconded by Councilmember Hebert and passed 6-0.

B. Lease of Dalton Threadgill Park

The City Manager presented a request from the Destin Little League, represented by Mr. Ben Parker, to amend the current lease agreement for Threadgill Park. The amendments would be added to the existing contract rather than replacing it. If the Council agreed, staff would bring back a redlined version showing the proposed changes.

Councilmember Hebert moved to proceed with the amendments, directing staff to work with the Little League and return with a revised agreement. The motion was seconded by Councilmember Geile.

Councilmember Bagby expressed concern over the proposed 20-year lease term, suggesting a 10-year lease with renewable 5-year periods instead. He noted the Little League's plan to secure sponsorship signage, which requires a reasonable lease length to assure businesses their signs will remain in place for years.

Councilmember Trammell asked for clarification on a clause stating the league's \$100,000 planned contributions for upgrades would be based in part on city contributions. Mr. Parker explained this meant maintaining a partnership with the city, not requiring direct matching funds. Councilmember Trammell also confirmed that annual maintenance costs of \$10–15,000 would be covered by the league.

Mr. Parker emphasized the importance of uninterrupted, year-round use of the fields without needing repeated permission, which would allow the league to seize short-notice opportunities like hosting professional player clinics. He supported the idea of a shorter lease if necessary, given the six-month opt-out clause, but prioritized continuous access.

Councilmember Destin voiced reservations about some proposed changes, particularly the 20-year term and changes to permitted uses. He valued retaining city access when the fields were not in use by the league. **He made a substitute motion to extend the lease for five years beyond its current end date, keeping other terms the same, seconded by Councilmember Trammell.**

Councilmember Braden asked staff about the city's costs for utilities, insurance, and maintenance. Parks & Recreation Director Lisa Firth said utilities and insurance were covered by the city, with \$5,000–10,000 budgeted for maintenance such as mowing and fertilizing. Councilmember Braden advocated for greater city financial support for the Little League, contrasting the city's assistance to other organizations.

The Parks & Recreation Director explained that Little League already uses the fields year-round but must request off-season access, typically granted quickly. Insurance is covered for registered players; other uses require standard facility agreements.

Councilmember Bagby suggested adding signage rights and uninterrupted use to Destin's substitute motion to ensure the league could generate sponsorship revenue and operate year-round.

Multiple councilmembers expressed strong support for the Little League while noting the need to maintain city oversight.

After further discussions, Councilmember Destin offered a substitute motion to:

1. Extend the current lease by five additional years beyond its existing three-year term, resulting in a total of eight years of lease duration.

2. Maintain all other terms of the current contract, unless specifically modified as part of this motion.

3. Direct city staff to work with the Destin Little League to revise the contract in the following ways:

- **Grant Little League priority use of the park during the offseason (i.e., when the regular baseball season is not underway).**
- **Allow the league to pursue sponsorship signage as their primary source of revenue, by modifying the sign language in the contract to enable this, while still adhering to applicable city sign codes.**

The substitute motion was seconded by Councilmember Trammell and passed 6-0.

Councilmember Destin expressed willingness to support increased funding for the Little League during budget deliberations.

C. Establishing the FY 2026 Tentative Millage Rate and Budget Public Hearing Dates

The City Manager introduced Item 4C as a follow-up to last week's city council budget workshop. He noted that council needed to take action on two items: Setting the tentative millage rate with a recommendation to remain at the current rate of 1.6150 mills, and establishing the budget public hearings on the following dates.

- Wednesday, September 3, 2025, at 6:00 p.m.
- Monday, September 15, 2025, at 6:00 p.m.

Councilmember Bagby moved to set the tentative millage rate for ad valorem taxes at 1.6150 mills which is 4.44% more than the roll-back rate of 1.5463 mills and confirm the date and times of the public hearings for the FY 2026 Budget on September 3rd 2025 at 6:00 PM and September 15th at 6:00 PM; seconded by Councilmember Hebert. Motion passed 6-0.

Following council's vote on the previous motion, Councilmember Bagby invited the Human Resources (HR) Director to present on the Florida Retirement System (FRS), stressing the need for an immediate decision to allow implementation by October 1 and for HR to begin work within the week to meet the deadline. He clarified the proposal would give staff the option – but not the requirement – to join FRS as well as Social Security.

Current Thrift Savings Plan

Current Thrift Plan (TSP) Overview:

Employer Contribution (in lieu of Social Security): 7.5%

Matching Option:

- If employee contributes 5% to their 457 plan
- City matches up to 5% back to the Thrift Plan

Graduated Vesting Schedule for 5% Match portion

Years of Service	Vested %
Less than 3 years	0%
3 years	20%
4 years	40%
5 years	60%
6 years	80%
7+ years	100%

Proposed: Florida Retirement System

FRS Vesting Schedule

1. Pension Plan Vesting
 - 8 years of service
2. Investment Plan Vesting
 - 1 year of service

FRS Contribution Rates

Employee:

- Mandatory 3% (for both pension and investment) to FRS
- Social Security contribution 6.2%

Employer:

- 13.63% contribution to FRS
 - Social Security contribution 6.2%
-

Proposed Transition to FRS Timeline 10/01/2025

- **July:** Application submitted to FRS
- **Aug/Sept:** Admin processing & FRS and TSP Ordinances
- **September:** Employee ballots issued. Elect to stay in TSP or join FRS
- **October 1:** FRS contributions begin

Key Notes

- Employees remaining in TSP will continue contributions and match as usual.
- Employees joining FRS:
 - City stops contributing to the Thrift Plan.
 - City begins contributions to FRS and Social Security.
 - (Proposed) TSP Vesting schedule continues without interruption.

.....

The HR Director explained the current thrift savings plan setup, the vesting schedule, and how contributions would transition if employees chose FRS. She outlined FRS options, vesting schedules (8 years for pension, 1 year for investment), mandatory employee and employer contributions (including Social Security), and potential costs, noting a total difference of about \$710,093 if all employees opted in.

Councilmember Bagby moved to allow city employees the option to transition from the current thrift savings plan into the Florida Retirement System (FRS) beginning FY26, starting October 1, 2025; seconded by Councilmember Trammell. Motion passed 6-0.

A brief discussion followed regarding the possibility of scheduling a third budget workshop. Councilmember Bagby stated that he was indifferent to holding another budget workshop session but was open to it if needed to address minor funding adjustments for recreation or other matters. Councilmember Destin noted that workshops are non-voting sessions, with final decisions made during budget hearings. He acknowledged that workshops can be helpful but did not consider them essential at this stage. No other council members expressed support for scheduling a third budget workshop.

D. Comprehensive Paid Parking Solution, authorization to negotiate a contract

According to the City Manager, five proposals were received for the *Comprehensive Paid Parking Solution* RFP, all of which were strong. However, LAZ Parking stood out as the most suitable. Their proposal includes license plate recognition enforcement for fixed lots, with separate mechanisms for on-street and non-lot areas. Multiple payment options would be available (mobile app, website, kiosk, etc.), all managed in-house without subcontractors. They also proposed having an on-site parking enforcement attendant for areas where automated systems are impractical. The request to council was to designate LAZ Parking as the top proposer and authorize staff to begin negotiations, including the possibility of having an on-site officer.

Councilmember Destin supported moving forward with negotiations but raised several concerns. He noted that the proposed compensation model would likely involve payment from a percentage of fines and fees, and emphasized that the program would need to generate enough revenue to be self-sustaining; otherwise, the city would not proceed. He also expressed philosophical reservations about having a non-city employee enforce parking for profit, cautioning that such an arrangement might incentivize issuing more citations. Additionally, he suggested considering Joe's Bayou as a beta site to test the system for both tourists and locals, which could help reduce workload for staff.

Mayor Wagner acknowledged the idea of using Joe's Bayou and emphasized ensuring the system is scalable so it could be expanded to other locations if successful.

The City Manager agreed that scalability would be built into the contract, allowing the program to be expanded to other areas, including Joe's Bayou, if it proved effective.

Councilmember Trammell moved to authorize the City Manager and City Attorney to negotiate a contract in satisfaction of RFP 25-08-PW – Comprehensive Paid Parking Solution with LAZ Parking with the parking enforcement officer option. Upon completion, the final contract will be submitted to city council for approval. Motion was seconded by Councilmember Hebert. Motion passed 6-0.

E. Operations Financial Report - Informational Only

F. Announcements

1. Construction work around Sandalwood Drive and Beach Drive is scheduled to begin later this month as part of the Cross Town Connector project. Phase one will include the construction of a new stormwater drainage pond, underground filtration pipe, and drainage inlets. A public engagement plan is in place to keep nearby properties informed, and this first phase is expected to be completed in early 2026.
2. The city's annual Big Truck Event is set for Friday, August 1st at the Community Center, running from 9:00 to 11:00 a.m. In early August, the city will also break ground on new pickleball courts, with plans for a large community celebration once they are completed. Staff are coordinating with local pickleball associations to make this a successful event.
3. Safety improvements have been made at Osteen Beach Access, where new signage has been installed warning of strong currents—one sign located at the beach itself and another at the beginning of the trail. Additionally, the city recently hosted a successful undergrounding forum attended by approximately 25 citizens. Representatives from Destin Water Users, Cox, LiveOak Fiber, GigaPower, Okaloosa Gas, and Utility Consultants of Florida participated in the event, working collaboratively to address citizen concerns and identify potential solutions.
4. Mayor Wagner also welcomed about 20 visiting mayors as part of a Florida League of Mayors meeting held in Destin, which included time spent at City Hall and around the city. Lastly, infrastructure upgrades are underway at Morgan Sports Center, where field lights and lighting in the east and west parking lots are

being replaced. New LED fixtures are being installed on existing poles, with completion expected by the end of September.

5. PUBLIC HEARINGS

- A. Second Reading Ordinance 24-17-CC Property Maintenance Code - Amending Chapter 6 of the Code of Ordinances to create a new Article 5, "Property Maintenance Code."

The City Attorney read proposed Ordinance 24-17-CC by title, and then presented it to the city council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA; AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES TO CREATE A NEW ARTICLE 5, "PROPERTY MAINTENANCE CODE"; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing and turned the matter over to the city council for their discussion and consideration.

Councilmember Destin moved to amend proposed Ordinance 24-17-CC by adding the following statement to the "Whereas" clauses at the beginning of the ordinance:

"It is not the intent of the city to drop in and conduct inspections on a regular basis on any property in Destin without due cause. The property maintenance code is to focus on changes of use, problematic, damaged, or dilapidated structures and properties that may become blighted, unkempt, or determined to be unsafe to occupants or to the general welfare of the public."

Motion to amend was seconded by Councilmember Geile and passed 6-0.

Councilmember Destin moved to amend proposed Ordinance 24-17-CC to extend the appeal notification period for an aggrieved party to notify the city of an intent to appeal a staff decision to the city council from 5 days to 14 days. Motion to amend was seconded by Councilmember Hebert and passed 6-0.

The City Attorney announced that proposed Ordinance 24-17-CC will be brought back for second reading at the August 4th city council meeting.

- B. Second reading of Ordinance 24-14-LC - Removing Section 20.06.00 of the Land Development Code - "Unsafe Building Abatement."

The City Attorney read proposed Ordinance 24-14-LC by title, and then presented it to the city council on second reading:

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA; REMOVING SECTION 20.06.00 OF THE LAND DEVELOPMENT CODE "UNSAFE BUILDING ABATEMENT"; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR REMOVAL FROM THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing and turned the matter over to the city council for their discussion and consideration.

Motion by Councilmember Trammell, seconded by Councilmember Hebert, to approve Ordinance 24-14-LC on second reading passed 6-0.

- C. Second reading of proposed Ordinance 25-13-PC - Making transportation-related amendments to Chapter 1 - Future Land Use Element, Chapter 2 - Transportation Element, Chapter 9 – Capital Improvements Element, Chapter 12 - Administration, and Chapter 13 - Glossary, of the city's comprehensive plan; deleting the Multimodal Transportation District; providing for goals, objectives, and policies relating to the city mobility plan city mobility fees.

The City Attorney read proposed Ordinance 25-13-PC by title, and then presented it to the city council on second reading:

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, MAKING TRANSPORTATION-RELATED AMENDMENTS TO CHAPTER 1 – FUTURE LAND USE ELEMENT, CHAPTER 2 – TRANSPORTATION ELEMENT, CHAPTER 9 - CAPITAL IMPROVEMENTS ELEMENT, CHAPTER 12 - ADMINISTRATION, AND CHAPTER 13 - GLOSSARY, OF THE CITY'S COMPREHENSIVE PLAN; DELETING THE MULTIMODAL TRANSPORTATION DISTRICT; PROVIDING FOR GOALS, OBJECTIVES AND POLICIES RELATING TO THE CITY MOBILITY PLAN AND CITY MOBILITY FEES; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF COMMERCE; PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR A BUSINESS IMPACT ESTIMATE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing and turned the matter over to the city council for their discussion and consideration.

Motion by Councilmember Trammell, seconded by Councilmember Hebert, to approve Ordinance 25-13-PC on second reading passed 6-0.

- D. Second reading of proposed Ordinance 25-15-CC - Amending Chapter 14 "Offenses and Miscellaneous Provisions" of the Code of Ordinances, establishing that solicitation canvassing and/or vending on the beach without a permit is a misdemeanor offense; and providing for penalties consistent with state law.

The City Attorney read proposed Ordinance 25-15-CC by title, and then presented it to the city council on second reading:

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE CODE OF ORDINANCES; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; AMENDING CHAPTER 14 “OFFENSES AND MISCELLANEOUS PROVISIONS” OF THE CODE OF ORDINANCES; PROVIDING DEFINITIONS; ESTABLISHING THAT SOLICITATION, CANVASSING AND/OR VENDING ON THE BEACH WITHOUT A PERMIT IS A MISDEMEANOR OFFENSE; PROVIDING FOR PENALTIES CONSISTENT WITH STATE LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the mayor closed the public hearing and turned the matter over to the city council for their discussion and consideration.

Motion by Councilmember Trammell, seconded by Councilmember Hebert, to approve Ordinance 25-15-CC on second reading passed 6-0.

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

- A. Councilmember Braden
 - 1) Code Enforcement

Councilmember Braden provided a follow-up on a conversation he had with the City Manager and Captain Fulghum from the Sheriff’s Office regarding discussion on the retention of code compliance officers. He highlighted a concern that after the city invests in training code officers, some individuals leave the position shortly thereafter. To address this, he suggested implementing a policy requiring officers who receive city-sponsored training to reimburse the city if they leave within a two-year period. He believes such a measure could help retain well-trained personnel. He also stated that if staff had additional recommendations for improving the retention of quality code enforcement officers, he would be willing to act as the legislative sponsor or make a motion to support such efforts. He expressed his intent to bring the matter back to council for further discussion and input.

The City Manager noted that the concept of a training reimbursement or minimum work period had already been discussed and that staff was actively working on it. He explained that this may be addressed internally through policy and might not require council action. However, if council approval becomes necessary, staff will present the matter for consideration.

- 2) Appointment of Matthew Sweetser to the Parks and Recreation Committee

Motion by Councilmember Braden, seconded by Councilmember Trammell, to appoint Matthew Sweetser to the Parks and Recreation Committee passed 6-0.

- E. Councilmember Trammell

In Councilmember Schmidt’s absence, Councilmember Trammell announced that she would appoint Mariam Paulino to the Harbor CRA Advisory Committee on his behalf.

Motion by Councilmember Trammell, seconded by Councilmember Hebert, to appoint Mariam Paulino to the Harbor CRA Advisory Committee passed 6-0.

- C. Councilmember Destin

Councilmember Destin informed the city about a parcel of land across from Clement Taylor Park on Calhoun Street, commonly referred to as the “Old Najarian” property, which had become available for sale. He recommends the city considers obtaining an appraisal of the property. His intention was to explore the feasibility of using the parcel as overflow parking for the park, contingent upon the appraisal and further evaluation supporting such a use.

Councilmember Destin also raised a concern regarding a longstanding drainage issue on Keller Street affecting Mr. Dan Dulles’ residence. He referred to a quote he had come across that appeared to present a possible solution to the problem, although he was unsure of its source.

The Public Works Director clarified that one of the quotes had originated from the city’s concrete contractor and was based on a design prepared by city staff. However, the project had not

yet moved forward. He also noted that Mr. Dulles had shared some of his own ideas with the contractor during a site visit, which may have influenced the content of the quote. Given the uncertainty surrounding the quote's origin and details, the Public Works Director requested that Councilmember Destin forward it to him so it could be properly reviewed and evaluated.

D. Councilmember Bagby

- 1) City's State Lobbyist Contract - Acted upon earlier in the meeting
- 2) Direct Staff to begin the process to enroll in the Florida Retirement System – Acted upon earlier in the meeting
- 3) Appointment of Andrea Ansley to the Parks and Recreation Committee

Motion by Councilmember Bagby, seconded by Councilmember Hebert, to appoint Andrea Ansley to the Parks and Recreation Committee passed 6-0.

E. Councilmember Hebert

F. Councilmember Geile

- 1) Projects Status/Updates

G. Councilmember Schmidt

H. Mayor Wagner

I. City Attorney

- 1) Call for Executive Session to be held on August 4, 2025 at 5:30pm in the following litigation: Ida K. Broski v. City of Destin, Okaloosa County, and Destin Water Users, Inc., 2023 CA 000978 (Okaloosa County, Florida Circuit Court 2023)

Motion by Councilmember Bagby, seconded by Councilmember Destin, to schedule a Council Executive Session on August 4th at 5:30 PM to discuss the above case passed 6-0.

7. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 8:40 PM.

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 18, 2025
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

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

FROM: David Prichard, Community Development Director

DATE: August 14, 2025

SUBJECT: Livery Registration Discussion

I. BACKGROUND: The City Council 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. [Code of Ordinances 13-140]

City Council initially discussed proposed ordinance 25-05-CC (amending Article VIII – Permitting of Livery Vessel Rentals) at a public hearing on May 19, 2025, and referred the proposed ordinance to the Harbor and Waterways Board (HWB), which discussed it on May 22, 2025. Based on input from the Council and the HWB, city staff updated the proposed ordinance, which was discussed again by City Council at a public hearing on August 4, 2025. City Council deferred a decision to allow further discussion at a subsequent meeting.

II. DISCUSSION: Proposed ordinance 25-05-CC amends section 13-145 *General Regulations/Standards* by adding a subparagraph on required safety measures and by modifying section 13-148 *Permit not transferable*.

I. Section 13-145 (6) Required Safety Measures

The concern stated at the August 4th meeting was whether the city could enforce the requirements of employee training and rental customer operating standards (training and operator identification). See Ordinance 25-05-CC attached.

To give an idea of the scope of the enforcement task, permits are issued by location (address) and currently there are 15 permits. These fifteen permits comprise 441 vessels. The permits are held by 12 different vendors (there are two vendors with multiple locations and therefore permits).

Questions for discussion:

1. Does requiring livery vessel business employee training as listed in 25-05-CC benefit the public sufficient to be mandated by ordinance?
2. Does requiring livery vessel rental customer training and operator identification as listed in 25-05-CC benefit the public sufficient to be mandated by ordinance?
3. Can the city adequately enforce the required safety measures listed in 25-05-CC? [Staff opinion is yes. Applicants will be required to verify that they have met all safety measures in accordance with city ordinances. Additionally, code compliance can periodically spot-check that vendors continue to meet the required safety requirements.]

II. Section 13-148 Permit not transferable

Currently, Section 13-148 reads: “[n]o permit issued under this article creates any vested right. 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. No permit shall be used at any location other than the one for which it is issued.

25-05-CC’s proposed additions raise the following:

Questions for discussion:

1. Should the city limit the number of livery vessels to 490? [Staff comment: as of August 13, 2025, there are 484 vessels permitted, permitted but unassigned, or pending a permit. Additional vessels including as yachts and boat club vessels have until February 2026 to be included per Ordinance 2024-15-CC]
2. From the effective date of the ordinance, should unassigned vessels have one year before being removed from the permit?
3. Should a buyer of a livery vessel currently under a permit be guaranteed to register that livery vessel with the city? [Staff comment: this could artificially increase the value of livery a vessel independent of the quality and condition of the vessel. Staff recommend no guarantee. The permit should not run with the vessel, but the ability to obtain a permit should be guaranteed for a replacement vessel.]
4. Should the city, for the purpose of preventing the artificial inflation of sales pricing or price gouging, limit the sale price to no more than current NADA Guide value plus 10% for a livery vessel that guarantees the purchaser the ability to obtain a livery vessel permit from the city? [Staff comment: This action could be interpreted as arbitrary and capricious, by not allowing prices to reflect the true value of the vessel.]
5. Should the purchaser of a livery vessel who benefited from a guaranteed ability to obtain a livery vessel permit from the city be prevented from selling, transferring or assigning the vessel for two years? [Staff comment: This action would be problematic in terms of enforcement. The violation would likely be discovered when the new owner

applied for a permit. The negative consequence would be on the innocent party if the permit is denied.]

6. Should a livery vessel which has not been used in the normal course of business for at least 60 days be removed from a livery vessel permit? [Staff comment: This would be labor intensive to monitor.]

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: Staff will bring back an ordinance in September based on the Council's policy directives pursuant to this discussion.

IV. RECOMMENDED MOTION: Discussion Item

Attachments:

1. 25-05-CC LIVERY
8.4.25
2. City Council Item
Report
(26)_20250804_Livery
Vessel Registration
3. Livery Vessel
Permits_20250813
4. 5-22-24HB_minutes

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 1.01 (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 ensure 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, underline language is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol * represents sections of the Code of Ordinances that have been skipped and remain unchanged.**

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 the locations of 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.
- (6) Required Safety Measures.

A. Employee training.

Employees shall be required to complete the following training and upon request provide documentation at the site to the city manager or city manager's designee. 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 while the business is open. Training shall apply to all employees that supervise, receive 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 provided 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. Unassigned vessels as of the Effective Date of this Ordinance shall have one year before their permit is revoked.

(b) No permit issued under this article creates any vested right. Except as provided in subsection (c), 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 (c).

(c) Provided the permit remains attached to a designated vessel, the vessel and permit are transferable and assignable within the City of Destin, subject to the following:

- i. To avoid artificial inflation of sales pricing or price gauging, registered vessels may not be sold for more than the then current NADA Guide value plus 10%.
- ii. 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.
- iii. 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.
- iv. Vessels may not be sold, transferred or assigned again within a two year period from the date of such notification.

(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 60 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 60 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.

(Signature Page Follows)

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:
Second Reading:

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 4, 2025
TYPE OF AGENDA ITEM: Ordinance
AGENDA OUTLINE NUMBER: 5.B.

TO: City Council

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

FROM: David Prichard, Community Development Director

DATE: July 27, 2025

SUBJECT: First reading of Ordinance 25-05-CC - 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.

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.

The Ordinance initially was discussed by the City Council on May 19, 2025, and again at the Harbor and Waterways Board on May 22nd. Comments obtained from both the Council and HWB have been incorporated into the proposed Ordinance before the Council this evening, and the Ordinance is now before Council on first reading.

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 the city manager or city manager's designee. 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 while the business is open. Training shall apply to all employees that supervise, receive 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 provided 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.

1. 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. Unassigned vessels as of the Effective Date of this Ordinance shall have one year before their permit is revoked.
2. No permit issued under this article creates any vested right. Except as provided in subsection (c), 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 (c).
100. Provided the permit remains attached to a designated vessel, the vessel and permit are transferable and assignable within the City of Destin, subject to the following:
 1. To avoid artificial inflation of sales pricing or price gouging, registered vessels may not be sold for more than the then current NADA Guide value plus 10%.
 2. 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.
 3. 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.
 4. Vessels may not be sold, transferred or assigned again within a two year period from the date of such notification.
500. 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 60 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 60 days, including but not limited to the operator's failure to annually register with the City.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor: City Council on May 19, 2025

E. Business Impact Statement:

III. CONCLUSION: This ordinance will provide more consistent guidance that follows the county and the surrounding community regarding livery regulations.

IV. RECOMMENDED MOTION: I move to approve Ordinance 25-05-CC on first reading.

Attachments:

1. 25-05-CC LIVERY
8.4.25

Livery Vessel Permits - August 13, 2025

Address	Permit Type	Permit Issue Date	Permit Description	Number of Vessels	Unassigned
316 HARBOR BLVD	Livery Vessel Registration		Discount Watersports Inc.	42	17
200 HARBOR BLVD	Livery Vessel Registration		Luther's Pontoons	19	
202 HARBOR BLVD	Livery Vessel Registration		Luther's Pontoons	11	
15000 EMERALD COAST PKWY	Livery Vessel Registration		Catch 22	4	
214 HARBOR BLVD	Livery Vessel Registration		Xtreme H20	31	
530 HARBOR BLVD	Livery Vessel Registration		Xtreme H20	28	
7 CALHOUN AVE	Livery Vessel Registration		Xtreme H20	20	
16 HARBOR BLVD	Livery Vessel Registration		Boogies Watersports Inc.	133	
111 CALHOUN AVE	Livery Vessel Registration		La Dolce Vita	42	
404 HARBOR BLVD	Livery Vessel Registration		Big Daddy's Pontoons	37	
390 HARBOR BLVD	Livery Vessel Registration		Dockside Watersports	25	
404 HARBOR BLVD	Livery Vessel Registration		Blue Crab Watersports	6	
314 HARBOR BLVD	Livery Vessel Registration		Miss B Haven Private Yacht	1	
500 HARBOR BLVD	Livery Vessel Registration		Destin Boat Rentals LLC	11	
119 CALHOUN AVE	Livery Vessel Registration		Wet n Wild	31	
				<u>441</u>	
In Review					
530 Harbor Blvd	Livery Vessel Registration		Destin Party CAT	1	
770 Harbor Blvd	Livery Vessel Registration		Legacy Boating Club	15	
				<u>16</u>	
Paid for, but not issued					
316 Harbor Blvd	Livery Vessel Registration		Sea Chase		10
					<u>27</u>

Grand Total
484

**MINUTES OF THE
HARBOR AND WATERWAYS BOARD MEETING
DESTIN CITY HALL ANNEX
MAY 22, 2025 - 5:30 P.M.**

1. CALL TO ORDER:

Chairman Green called the meeting of the Thursday, May 22, 2025 Destin Harbor and Waterways Board meeting to at approximately 5:30 p.m., at Destin City Hall Annex, with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Member Present:

Jim Green
John Stephens
Jerod Hayden
Ryan Holloway

Members Absent

Guy Tadlock
Bill McKissick

Staff:

Kim Montgomery Deputy City Clerk
Steve o'Connor Deputy CD Director
Ashley Dominguez Planner
Kim Kopp City Attorney

3. AGENDA APPROVAL:

With no changes needed for the agenda, the chairman called for the approval and the members all agreed.

4. NEW BUSINESS:

➤ **4144 Belcourt Dr, Residential Marine Construction, HWB-001565-2025**

Ms. Ashley Dominguez Planner for the city explained to the members the details of the request, which is also reflected in their staff report, for a new single-family dock, covered boat slip, two catwalks, and two platforms. These are the existing conditions that the contractor provided, and currently there is nothing there. The proposed scope is a total square footage of approximately 912 square feet for the proposed project consisting of a 64 linear feet dock with the total slip density of two slips. The proposed project meets the requirements of the Coastal Management Element of the Comprehensive Plan and links to the strategic goals and objectives of enhancing quality of life and safety for families. There is no anticipated effect on the budget and staff recommends the Harbor Waterways Board's approval of the marine construction project proposed at this address with the following conditions: All applicable federal and state approvals need to be submitted with the marine construction permit and all regulations of the city's marina siting must be adhered to and followed at all times.

Vice Chair Stephens questioned staff if the pilings are existing or newly installed.

According to Ms. Dominguez they were there already in place. Additionally, she informed the Board that the applicant did receive a stop work on the project to apply to the Harbor & Waterways Board and the permitting process for the project.

Vice Chair Stephens questioned if there were any grass beds in the area that may be affected by the project. Ms. Dominguez referred Vice Chair Stephens to the FDEP permit has the information in the permit regarding the presence of any sea grasses.

Motion by Vice Chair Stephens seconded by Board member Hayden, the Board voted 4-0 for the Harbor and Waterways Board recommends to the City Council approval of the request for marine construction at 4144 Belcourt Dr, Residential Marine Construction, HWB-001565-2025at 4144 Belcourt Dr, for the construction of a new single-family residential dock and a covered boat slip, with the following conditions:

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

➤ **724 Harbor Blvd, Commercial Marine Construction, HWB-001582-2025**

Ms. Dominguez explained how the applicant is seeking a recommendation from the Harbor and Waterways Board and subsequent approval from City Council for the installation and reconfiguration of an existing 6-slip multi-family Commercial Marine Construction Project located at 724 Harbor Blvd. Additionally, the applicant has provided proof of submittal from the Florida Department of Environmental Protection (FDEP) and proof of Army Corps Submittal, Permit Application No. SAJ-2023-00893. City Staff has reviewed the application and determined that the project complies with LDC Section 11.05.00, Marina Siting, and the Coastal Management Element of the City's Comprehensive Plan (Coastal Management Element Policy 6-1.1.6), and staff recommends approval with conditions as outlined in the staff report.

Chairman Green asked staff if they had any response from the adjacent property owners regarding this project. According to Ms. Dominguez, staff sent the letters out on May 1st and have not received any response.

There were additional questions regarding slip use and if lifts were going to be installed into each slip. Mr. Simmons explained that they're requesting to construct the six slips for residential use only and they may or may not install lifts in all six, so they went ahead and requested all six of them with this submittal.

Motion by Chairman Green, seconded by Vice Chair Stephens, passed with a unanimous vote of 4-0 for the Harbor and Waterways Board to recommend to the City

Council approval of the proposed Commercial Marine Construction Project at 724 Harbor Blvd, for the reconfiguration of an existing multifamily commercial dock, with the following conditions:

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

- **Ordinance 25-05-CC - Relating to livery vessels; amending Article VIII "Registration of Livery Vessels"; amending provisions related to transferability of permits; providing for additional required training and safety measures.**

The City Attorney read the ordinance title into the record and provided a summary explanation of its purpose and provisions:

Purpose and Scope:

The ordinance is designed to implement required safety standards and administrative controls for livery vessel operations within the City of Destin. It achieves two primary objectives:

1. **Aligning Safety Measures with Okaloosa County:**
 - Introduces mandatory employee training requirements for livery vessel operators and staff.
 - Establishes standardized safety expectations for rental customers, particularly those operating motorized vessels.
 - Implements the bracelet system currently used by the County to monitor and verify operator eligibility and safety compliance.
2. **Transferability and Cap on Livery Vessel Permits:**
 - Establishes a firm cap of 490 permits, which includes:
 - All livery vessels permitted since the implementation of the moratorium,
 - Plus 11 additional vessels designated as yachts (not for rental).
 - Codifies the principle that each permit is tied to a specific, actively registered vessel:
 - The permit attaches to a vessel's unexpired Florida registration number.
 - The permit is not transferable apart from the vessel.

➤ **Permit Forfeiture Timeline:**

- Initially, permits were to be forfeited after 180 days of inactivity or failure to register a vessel with the city.

- Council determined that 180 days was excessive and amended this to 60 days.
- The revised provision now states that if the designated vessel is not registered or used for 60 consecutive days, and the business fails to notify the City, the permit is automatically forfeited and returned to the City of Destin for reassignment.

Chapter 13-148(D) – updated to reflect the new 60-day abandonment clause.

- Permits may only be transferred when the associated vessel is sold to a new owner.
- The new owner must provide notice to the city within 10 days of the transfer.
- If no notice is received, the permit is revoked and reverts to the city.
- Additional restriction added:
 - Once a permit has been transferred with a vessel sale, it cannot be transferred again for a period of two years.

Chapter 13-148(C) – now includes the clause:

“Further, such permit may not be fully transferred or assigned again within a two-year period from the date of that notification.”

This was added at Council’s request to ensure permit stability and avoid speculative or rapid reselling of permits.

- Concerns addressed by the board members: Avoiding inflated boat prices due to bundled permits.
- A valuation limit for vessel transfers was discussed:
 - Sale price must not exceed NADA value +10%.
- Clarification on Abandonment: Does not apply if business notifies city in good faith (e.g., replacing a boat).
 - Allow unassigned permits one year post-ordinance adoption to be attached to a vessel.
 - Establish annual lottery system for any returned permits, including alternate winners list.
 - Lottery winners have 90 days to meet compliance requirements or registration goes to alternates.

Motion by Chairman Green, seconded by Board member Holloway for the Harbor and Waterways Board to recommend to the city council that when registered vessels with attached livery permits are sold, the sale price of the vessel shall not exceed the NADA Guide value plus 10%, to avoid artificial inflation of sales of registered vessels s based on permit value, the motion passed with a unanimous vote of 4-0.

In regards to medallions that don't get registered or assigned, in 13-148 (C) discussion, making the assigned vessels have one year to get registered, **Motion by Chairman Stephens, seconded by Chairman Green for the Harbor and Waterways Board recommends to the city council that any livery vessel registrations that are not assigned to an active vessel as of the date of adoption of the ordinance shall be given a one (1) year grace period to assign the registration to a vessel, after which the unassigned registration shall be forfeited to the City.**

5. MEMBER COMMENTS:

❖ **Committee member Stephens - Oyster Gardening & Water Quality Initiatives**

- Presented to Harbor CRA: approved with a condition to maintain a 3-foot buffer from seagrass beds.
- Presented to Okaloosa County Coastal Resources: supportive; potential for cost-sharing or engineering assistance.
 - Estimated potential cost: up to \$60,000 depending on reef type and height.
 - Harbor CRA members suggested adding another breakwater to form an "L" shape, which was included in the updated plan.
 - Next presentations to the Parks & Rec Board
 - Followed by guidance on how to proceed toward Council since the project proponent is not city staff.
- **Pump-Out Stations & Water Quality Discussion:**
 - Monica Wallace Destin Water Users presented the following data:
 - Fecal coliforms, CBOD, enterococci — generally no alarming trends in reclaimed water and ambient monitoring data.
 - Outlier readings are likely tied to wildlife or storm events.
 - **Pump out materials:**
 - The plant is not equipped to handle concentrated boat waste.
 - Boat waste is classified as septic waste, typically requiring special treatment.
 - No current DWU-permitted marine pump-outs in Destin Harbor — unsure of existing plumbing setups at some sites such as Joe's Bayou, Harborwalk.
 - Preferred approach: smaller holding tanks regularly pumped out and hauled to Okaloosa County's permitted facility.
 - For future mooring fields, further data collection is needed to assess feasibility.
 - **Board generally agreed:**
 - Too many unknown variables for DWU to safely accept into the sewer system.
 - Private pump truck haul-off is still best practice until further data is available.
 - Suggested that more water quality sampling might be helpful.

❖ **Committee member Green – Norriego Point**

Chairman Green mentioned how he has concerns regarding the harborside of the point where the erosion control pads were installed and how he feels there needs to be signage installed warning boaters of their location because they will eventually be covered in sand.

Motion by Chairman Green, seconded by Board member Holloway to recommend to the city council to authorize installation of signage at Noriego Point to warn boaters of potential underwater hazards and erosion control structures, for public safety and protection of vessels.

10. ADJOURNMENT:

With there being no further discussion, the meeting adjourned at 7:30 p.m.

Adopted and approved this _____ day of _____ 2025.

Jim Green, Chairman

Kim Montgomery, Deputy City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 18, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

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

FROM: Krystal Strickland, Finance Director
Larry Jones , City Manager

DATE: 8/13/2025

SUBJECT: Okaloosa County Sheriff's Office Service Agreement FY2025

I. BACKGROUND: The City contracts with the Okaloosa County Sheriff's (OCSO) office for law enforcement services. The current contract expires on September 30, 2025, which coincides with the City's fiscal year. The proposed changes for the 2025 contract include cost increases due to rising costs and COLA increases.

II. DISCUSSION: Each year the City Manager negotiates a renewal of the law enforcement agreement with OCSO. Total proposed staffing includes:

- Sixteen (16) patrol deputies
- Two (2) investigators
- One (1) deputy front desk position
- One (1) marine patrol deputy
- One (1) CRD

A. Link to Strategic Goals / Objectives: II. Enhanced Quality of Life for Citizens and Visitors.

B. Effect on Budget (EOB): The FY 2026 Proposed Budget includes \$3.3 million for law enforcement.
Account: 001.5210.534001

C. Level of Service (LOS): The FY2025 contract maintains a consistent level of law enforcement services for the City of Destin residents. In cooperation with the OCSO, key performance measures will be presented

quarterly.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: Law enforcement services within the City of Destin are provided by the Okaloosa County Sheriff's Office through the Law Enforcement Service Agreement negotiated each year. The proposed agreement totals \$3,305,058 and begins October 1, 2025, ending September 30, 2026.

IV. RECOMMENDED MOTION: I move that Council approves the 2025 Law Enforcement Service Agreement to provide law enforcement services to the City of Destin by the Okaloosa County Sheriff's Office from October 1, 2025 to September 30, 2026.

Attachments:

1. FY2026_City of Destin Contract W-shown edits
2. Law Enforcement Service Agreement FY25 executed

LAW ENFORCEMENT SERVICE AGREEMENT

THIS AGREEMENT, made and entered into on this 1st day of October 2024 (2025), by and between ERIC ADEN, AS SHERIFF OF OKALOOSA COUNTY, FLORIDA, hereinafter referred to as the SHERIFF, and the CITY OF DESTIN, FLORIDA, a municipality located in OKALOOSA COUNTY, Florida, hereinafter referred to as the CITY.

WITNESSETH:

WHEREAS, the SHERIFF has heretofore maintained professional police protection for the benefit of the citizens of the CITY; and

WHEREAS, in recognition of the effort to minimize the cost of governmental services for the benefit of the citizens of the CITY; and

WHEREAS, the CITY is desirous of maintaining competent professional law enforcement services in conjunction and harmony with its program of fiscal responsibility; and

WHEREAS, the SHERIFF has agreed to render to the CITY professional law enforcement services and the CITY is desirous of contracting for such services, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

ARTICLE I **LAW ENFORCEMENT SERVICES**

The SHERIFF shall provide to the CITY competent law enforcement protection within and throughout the corporate limits of the CITY (“Destin District”) under the authority given the SHERIFF by the laws of the State of Florida, through the following:

- Sixteen (16) patrol deputies
- Two (2) investigators
- One (1) deputy front desk position
- One (1) marine patrol deputy
- One (1) CRD

The CITY agrees and understands all positions will be based out of the Destin substation located at 107 Stahlman Avenue, Destin, Florida and will provide law enforcement services within the CITY’s

corporate limits unless otherwise stated in this contract.

ARTICLE II **CONSIDERATION**

In consideration for the services and responsibilities to be performed for the term hereof, the CITY shall pay to the SHERIFF, a sum of ~~THREE MILLION, SIXTY-THREE THOUSAND, SIX HUNDRED NINETY-FIVE DOLLARS (\$3,063,695)~~ THREE MILLION, THREE HUNDRED AND FIVE THOUSAND, FIFTY-EIGHT DOLLARS (\$3,305,058), to be paid in twelve (12) monthly installments of ~~TWO HUNDRED FIFTY-FIVE THOUSAND, THREE HUNDRED SEVEN DOLLARS AND NINETY-TWO CENTS (\$255,307.92)~~ TWO HUNDRED SEVENTY-FIVE THOUSAND, FOUR HUNDRED TWENTY-ONE AND FIFTY CENTS (\$275,421.50). Included in the contract amount are operational expenses, auto expenses, uniforms, payroll, auto replacement, and administrative charge assignment.

These monthly installments, made payable to the SHERIFF by the CITY, shall be turned over by the SHERIFF, upon receipt, to the Board of County Commissioners of Okaloosa County in consideration and reimbursement for the County having allocated the entire amount payable under this agreement to the SHERIFF in its current budget. Any and all funds allocated to the SHERIFF by the Board of County Commissioners of Okaloosa County in consideration of this agreement shall be accounted to the general revenue fund of the SHERIFF.

ARTICLE III **EMPLOYMENT RESPONSIBILITY**

The SHERIFF shall be responsible for any liability for or direct payment of any salaries, wages or other compensation, contributions to pension funds, insurance premiums, worker's compensation funds, vacation or compensatory time, sick leave benefits or any other amenities of employment to any SHERIFF personnel performing services, duties and responsibilities hereunder for the benefit of said CITY and the residents thereof, or any other liabilities whatsoever, unless otherwise specifically provided herein. The SHERIFF shall indemnify and hold harmless the CITY from all claims, demands and causes of action resulting from any law enforcement or other activity conducted pursuant to this agreement or as a result of this agreement or other acts of law enforcement personnel of the SHERIFF. The CITY shall not be liable, in any manner, for any activity of any employee of the SHERIFF.

ARTICLE IV **ADDITIONAL LAW ENFORCEMENT SERVICES**

Any additional law enforcement services requested by, and exclusively provided to the CITY, shall be billed to the CITY on a monthly basis at the actual reimbursable cost for the personnel assigned. Only the CITY MANAGER or his/her designee will have the authority to request additional services

provided pursuant to this article. Services provided pursuant to this article shall be agreed to by the parties' authorized representatives, in writing, prior to the commencement of said services.

ARTICLE V
RIGHT OF CONTROL

The SHERIFF shall have and maintain the responsibility for providing the level of service (LOS) determined by the CITY COUNCIL. The discipline of personnel and other matters pertinent to the performance of the services, duties and responsibilities shall be the responsibility of the SHERIFF, and if germane, results may be made available to the CITY MANAGER. Nothing herein contained should be construed to mean that the CITY is contracting away its constitutional authority.

ARTICLE VI
AUTHORITY TO ACT

The CITY does hereby vest in each sworn deputy of the SHERIFF, to the extent allowed by law, the police powers of the CITY, which are necessary to implement and carry forth the services, duties and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn officers. Any sworn deputy sheriff duly appointed as provided by law, shall have the authority and by this agreement is vested with the power to:

- Enforce the laws of the State of Florida;
- Enforce the ordinances of Okaloosa County that are applicable in the CITY; however, to the extent should an ordinance of the County be in conflict with an ordinance of the CITY, the CITY's ordinance shall prevail;
- Enforce the ordinances of the CITY and provide frequent patrols at CITY facilities and parks during special and sporting events and activities; and
- Provide any other law enforcement activity as authorized or directed by the City Council.

ARTICLE VII
UNIFORMS AND VEHICLES

The SHERIFF shall have the total responsibility for the selection of uniforms for the deputies performing duties and services pursuant to this agreement and the marking of patrol vehicles. All vehicles to be used by contracted deputies within the CITY shall be marked with the seal of the CITY of Destin. The SHERIFF agrees to enhance identification of the City of Destin through improved vehicular decals and substation building signage, the extent of which shall be mutually agreed upon by the CITY and the SHERIFF prior to implementation.

ARTICLE VIII
LIAISON & MONTHLY REPORTING

A liaison shall be maintained between the CITY and the SHERIFF and/or his designee. The CITY'S liaison shall be the CITY MANAGER or designee; who shall meet and confer with the SHERIFF and/or designee and other law enforcement officers on a regular basis to review law enforcement activity and other CITY related activities. Provided, the SHERIFF, shall consult only with an authorized representative of the CITY in carrying out the terms and conditions of this contract. The focus of the SHERIFF'S liaison is to improve and maintain optimum communications between the organizations identified in this agreement. The liaison will attend weekly City staff meetings and remain directly involved in issues of the CITY related to public safety within the City of Destin. The liaison will ensure the CITY is provided reports and data, in formats agreed upon by the Sheriff's Office and the City, on a no less than monthly basis, containing information generated within the corporate limits of the CITY. The SHERIFF'S liaison will provide direct and timely notification to the CITY MANAGER of any major incidents occurring within the City limits. Major incidents include those in which have **is** loss of life, significant property damage or which have the potential to generate high profile media coverage.

ARTICLE IX
INSURANCE

The personnel appointed and employed by the SHERIFF pursuant to this agreement shall be covered in all respects as are other members of the SHERIFF'S office either through the SHERIFF'S Self-Insurance Fund or through a private company with comparable coverage to minimally include worker's compensation, liability and adequately cover replacement costs of rented, borrowed or used equipment, vehicles and property. The SHERIFF shall provide the same insurance coverage for the vehicles used in the CITY under the terms of this agreement as is used for like vehicles in the SHERIFF'S Office.

ARTICLE X
TERM

This service agreement shall remain in full force and effect for the term commencing the 1st day of October, ~~2024~~ 2025 and ending the 30th day of September, ~~2025~~ 2026, inclusive, unless otherwise amended, extended or terminated in accordance with the terms hereof.

ARTICLE XI

OPTION TO RENEW

For, and in consideration of, the mutual benefits herein contemplated, the sufficiency of which is hereby acknowledged, the SHERIFF does hereby extend to the CITY a continuing option to renew this service agreement upon the same terms and conditions described herein, subject, however, to the provision that the contract price shall be negotiated between the parties each year. Any such contract price negotiations shall be completed with the City Manager thirty (30) days prior to the end of the then-current contract year to allow for inclusion of the contract sum in the CITY'S proposed budget, contingent upon an annual appropriation by the City Council.

ARTICLE XII **RIGHT OF CANCELLATION AND TERMINATION**

Any party hereto shall have the right to cancel this contract at any time during its existence upon giving ninety (90) days advance notice of its intention to cancel. Upon the termination of the ninety (90) day period, this contract shall then be canceled, terminated, become null and void and of no further force and effect.

ARTICLE XIII **AUTHORITY TO EXECUTE**

The SHERIFF, by his execution hereof, does hereby represent to the CITY that he has full power and authority to make and execute this service agreement pursuant to the powers vested in him under Article VIII of the Constitution of the State of Florida and Section 125.0101, Florida Statutes, to the effect that his making and execution hereof shall create a legal obligation upon himself as a political subdivision of the State and as SHERIFF of Okaloosa County, Florida, which shall be legally binding upon him; and that the same shall be enforceable by the CITY according and to the extent of the provisions hereof. Nothing contained herein, nor any obligation on the part of the SHERIFF to be performed hereunder, shall in any way be contrary to, or in contravention of, any policy of insurance or surety bond required of the SHERIFF pursuant to the laws of the State of Florida.

The Mayor and/or City Manager, by their respective executions hereof, do each represent to the SHERIFF that they, collectively, have full power and authority to make and execute this service agreement on behalf of the City of Destin, Florida, and nothing herein contained is in any way contrary to or in contravention of the Charter of the City of Destin or the laws of the State of Florida.

ARTICLE XIV **NOTICES**

All notices required hereunder shall be made by Certified Mail, Return-Receipt Requested, and any notice required hereunder shall be addressed to the party intended to receive same at the following address:

SHERIFF: Eric Aden, Sheriff
Okaloosa County Sheriff's Office
50 2nd Street
Shalimar, FL 32579

CITY: Larry Jones, Interim City Manager
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

ARTICLE XV
NON-ASSIGNABILITY

The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon the consent of the City Council of the CITY, which consent must be evidenced by a duly passed action of the City Council and produced to the SHERIFF in writing.

ARTICLE XVI
SOVEREIGN IMMUNITY

The parties further agree that nothing in this Agreement constitutes a waiver of the City of Destin's rights and immunities under the common law, Florida Constitution or Florida Statutes 768.28, as amended from time to time.

ARTICLE XVII
INDEMNIFICATION

The SHERIFF shall be legally responsible for actions of Sheriff's law enforcement personnel performing services under this agreement. Lawsuits and claims that may be filed from time to time shall be handled by the SHERIFF in accordance with normal procedures and the SHERIFF shall hold the CITY harmless from any and all manner of actions, causes of actions, suits, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the Sheriff's use of CITY property or the intentional or negligent acts of the SHERIFF, Sheriff's Deputies and Sheriff's employees; and, the SHERIFF shall indemnify the CITY from any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the CITY might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the SHERIFF, Sheriff's Deputies and Sheriff's employees.

The CITY agrees to hold the SHERIFF harmless from any and all manner of actions, causes of actions, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the constitutionality of ordinances enacted by the CITY and enforced by the SHERIFF or from acts or omissions attributable to the CITY that occurred prior to the execution of this agreement, and the CITY agrees to indemnify the SHERIFF for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the SHERIFF might suffer in connection or as a result of the constitutionality of ordinances enacted by the CITY and enforced by the SHERIFF or from acts or omissions attributable to the CITY that occurred prior to the execution of this agreement. The SHERIFF does not assume any existing or

contingent liabilities regarding liability of the CITY unless specifically listed in this agreement. The CITY does not assume any existing or contingent liabilities regarding liability of the SHERIFF unless specifically listed in this agreement.

ARTICLE XVIII
ENTIRE AGREEMENT

The parties acknowledge one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereto. No modification hereof shall be effective unless in writing, executed with the same formalities as this agreement is executed.

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

CITY OF DESTIN, FLORIDA

By: Bobby Wagner, Mayor

Date: _____

ATTEST:

By: Larry Jones, Interim City Manager

Rey Bailey, and City Clerk

Approved as to legal form:

Kimberly Romano Kopp, City Attorney

SHERIFF OF OKALOOSA COUNTY, FLORIDA

Eric Aden, Sheriff

Date: _____

LAW ENFORCEMENT SERVICE AGREEMENT

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WHEREAS, in recognition of the effort to minimize the cost of governmental services for the benefit of the citizens of the CITY; and

WHEREAS, the CITY is desirous of maintaining competent professional law enforcement services in conjunction and harmony with its program of fiscal responsibility; and

WHEREAS, the SHERIFF has agreed to render to the CITY professional law enforcement services and the CITY is desirous of contracting for such services, upon the terms and conditions hereinafter set forth;

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The CITY agrees and understands all positions will be based out of the Destin substation located at 107 Stahlman Avenue, Destin, Florida and will provide law enforcement services within the CITY's

corporate limits unless otherwise stated in this contract.

ARTICLE II **CONSIDERATION**

In consideration for the services and responsibilities to be performed for the term hereof, the CITY shall pay to the SHERIFF, a sum of THREE MILLION, SIXTY-THREE THOUSAND, SIX-HUNDRED NINETY-FIVE DOLLARS (\$3,063,695), to be paid in twelve (12) monthly installments of TWO HUNDRED FIFTY-FIVE THOUSAND, THREE HUNDRED SEVEN DOLLARS AND NINETY-TWO CENTS (\$255,307.92). Included in the contract amount are operational expenses, auto expenses, uniforms, payroll, auto replacement, and administrative charge assignment.

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ARTICLE IV **ADDITIONAL LAW ENFORCEMENT SERVICES**

Any additional law enforcement services requested by, and exclusively provided to the CITY, shall be billed to the CITY on a monthly basis at the actual reimbursable cost for the personnel assigned. Only the CITY MANAGER or his/her designee will have the authority to request additional services provided pursuant to this article. Services provided pursuant to this article shall be agreed to by the parties' authorized representatives, in writing, prior to the commencement of said services.

ARTICLE V
RIGHT OF CONTROL

The SHERIFF shall have and maintain the responsibility for providing the level of service (LOS) determined by the CITY COUNCIL. The discipline of personnel and other matters pertinent to the performance of the services, duties and responsibilities shall be the responsibility of the SHERIFF, and if germane, results may be made available to the CITY MANAGER. Nothing herein contained should be construed to mean that the CITY is contracting away its constitutional authority.

ARTICLE VI
AUTHORITY TO ACT

The CITY does hereby vest in each sworn deputy of the SHERIFF, to the extent allowed by law, the police powers of the CITY, which are necessary to implement and carry forth the services, duties and responsibilities imposed upon the SHERIFF hereby, for the sole and limited purpose of giving official and lawful status and validity to the performance thereof by such sworn officers. Any sworn deputy sheriff duly appointed as provided by law, shall have the authority and by this agreement is vested with the power to:

- Enforce the laws of the State of Florida;
- Enforce the ordinances of Okaloosa County that are applicable in the CITY; however, to the extent should an ordinance of the County be in conflict with an ordinance of the CITY, the CITY's ordinance shall prevail;
- Enforce the ordinances of the CITY and provide frequent patrols at CITY facilities and parks during special and sporting events and activities; and
- Provide any other law enforcement activity as authorized or directed by the City Council.

ARTICLE VII
UNIFORMS AND VEHICLES

The SHERIFF shall have the total responsibility for the selection of uniforms for the deputies performing duties and services pursuant to this agreement and the marking of patrol vehicles. All vehicles to be used by contracted deputies within the CITY shall be marked with the seal of the CITY of Destin. The SHERIFF agrees to enhance identification of the City of Destin through improved vehicular decals and substation building signage, the extent of which shall be mutually agreed upon by the CITY and the SHERIFF prior to implementation.

ARTICLE VIII
LIAISON & MONTHLY REPORTING

A liaison shall be maintained between the CITY and the SHERIFF and/or his designee. The CITY'S liaison shall be the CITY MANAGER or designee; who shall meet and confer with the SHERIFF and/or designee and other law enforcement officers on a regular basis to review law enforcement activity and other CITY related activities. Provided, the SHERIFF, shall consult only with an authorized representative of the CITY in carrying out the terms and conditions of this contract. The focus of the SHERIFF'S liaison is to improve and maintain optimum communications between the organizations identified in this agreement. The liaison will attend weekly City staff meetings and remain directly involved in issues of the CITY related to public safety within the City of Destin. The liaison will ensure the CITY is provided reports and data, in formats agreed upon by the Sheriff's Office and the City, on a no less than monthly basis, containing information generated within the corporate limits of the CITY. The SHERIFF'S liaison will provide direct and timely notification to the CITY MANAGER of any major incidents occurring within the City limits. Major incidents include those in which have is loss of life, significant property damage or which have the potential to generate high profile media coverage.

ARTICLE IX
INSURANCE

The personnel appointed and employed by the SHERIFF pursuant to this agreement shall be covered in all respects as are other members of the SHERIFF'S office either through the SHERIFF'S Self-Insurance Fund or through a private company with comparable coverage to minimally include worker's compensation, liability and adequately cover replacement costs of rented, borrowed or used equipment, vehicles and property. The SHERIFF shall provide the same insurance coverage for the vehicles used in the CITY under the terms of this agreement as is used for like vehicles in the SHERIFF'S Office.

ARTICLE X
TERM

This service agreement shall remain in full force and effect for the term commencing the 1st day of October, 2024 and ending the 30th day of September, 2025, inclusive, unless otherwise amended, extended or terminated in accordance with the terms hereof.

ARTICLE XI
OPTION TO RENEW

For, and in consideration of, the mutual benefits herein contemplated, the sufficiency of which is hereby acknowledged, the SHERIFF does hereby extend to the CITY a continuing option to renew this service agreement upon the same terms and conditions described herein, subject, however, to the provision that the contract price shall be negotiated between the parties each year. Any such contract price negotiations shall be completed with the City Manager thirty (30) days prior to the end of the then-current contract year to allow for inclusion of the contract sum in the CITY'S proposed budget, contingent upon an annual appropriation by the City Council.

ARTICLE XII
RIGHT OF CANCELLATION AND TERMINATION

Any party hereto shall have the right to cancel this contract at any time during its existence upon giving ninety (90) days advance notice of its intention to cancel. Upon the termination of the ninety (90) day period, this contract shall then be canceled, terminated, become null and void and of no further force and effect.

ARTICLE XIII
AUTHORITY TO EXECUTE

The SHERIFF, by his execution hereof, does hereby represent to the CITY that he has full power and authority to make and execute this service agreement pursuant to the powers vested in him under Article VIII of the Constitution of the State of Florida and Section 125.0101, Florida Statutes, to the effect that his making and execution hereof shall create a legal obligation upon himself as a political subdivision of the State and as SHERIFF of Okaloosa County, Florida, which shall be legally binding upon him; and that the same shall be enforceable by the CITY according and to the extent of the provisions hereof. Nothing contained herein, nor any obligation on the part of the SHERIFF to be performed hereunder, shall in any way be contrary to, or in contravention of, any policy of insurance or surety bond required of the SHERIFF pursuant to the laws of the State of Florida.

The Mayor and/or City Manager, by their respective executions hereof, do each represent to the SHERIFF that they, collectively, have full power and authority to make and execute this service agreement on behalf of the City of Destin, Florida, and nothing herein contained is in any way contrary to or in contravention of the Charter of the City of Destin or the laws of the State of Florida.

ARTICLE XIV
NOTICES

All notices required hereunder shall be made by Certified Mail, Return-Receipt Requested, and any notice required hereunder shall be addressed to the party intended to receive same at the following address:

SHERIFF: Eric Aden, Sheriff
Okaloosa County Sheriff's Office
50 2nd Street
Shalimar, FL 32579

CITY: Larry Jones, Interim City Manager
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

ARTICLE XV
NON-ASSIGNABILITY

The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon the consent of the City Council of the CITY, which consent must be evidenced by a duly passed action of the City Council and produced to the SHERIFF in writing.

ARTICLE XVI
SOVEREIGN IMMUNITY

The parties further agree that nothing in this Agreement constitutes a waiver of the City of Destin's rights and immunities under the common law, Florida Constitution or Florida Statutes 768.28, as amended from time to time.

ARTICLE XVII
INDEMNIFICATION

The SHERIFF shall be legally responsible for actions of Sheriff's law enforcement personnel performing services under this agreement. Lawsuits and claims that may be filed from time to time shall be handled by the SHERIFF in accordance with normal procedures and the SHERIFF shall hold the CITY harmless from any and all manner of actions, causes of actions, suits, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the Sheriff's use of CITY property or the intentional or negligent acts of the SHERIFF, Sheriff's Deputies and Sheriff's employees; and, the SHERIFF shall indemnify the CITY from any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the CITY might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the SHERIFF, Sheriff's Deputies and Sheriff's employees.

The CITY agrees to hold the SHERIFF harmless from any and all manner of actions, causes of actions, judgments, executions, claims and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the constitutionality of ordinances enacted by the CITY and enforced by the SHERIFF or from acts or omissions attributable to the CITY that occurred prior to the execution of this agreement, and the CITY agrees to indemnify the SHERIFF for any and all damages, judgments, claims, costs, expenses, including reasonable attorney's fees, which the SHERIFF might suffer in connection or as a result of the constitutionality of ordinances enacted by the CITY and enforced by the SHERIFF or from acts or omissions attributable to the CITY that occurred prior to the execution of this agreement. The SHERIFF does not assume any existing or

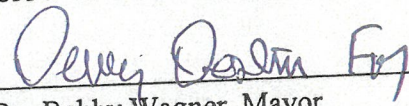
contingent liabilities regarding liability of the CITY unless specifically listed in this agreement. The CITY does not assume any existing or contingent liabilities regarding liability of the SHERIFF unless specifically listed in this agreement.

ARTICLE XVIII
ENTIRE AGREEMENT

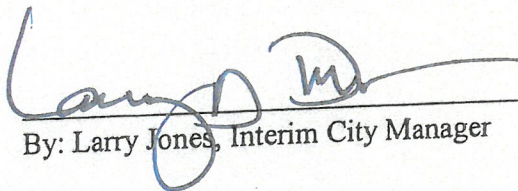
The parties acknowledge one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereto. No modification hereof shall be effective unless in writing, executed with the same formalities as this agreement is executed.

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

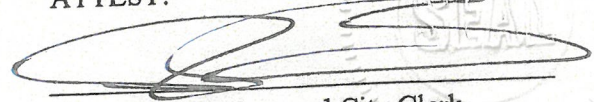
CITY OF DESTIN, FLORIDA

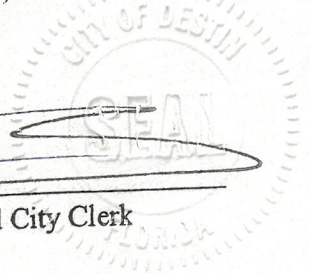

By: Bobby Wagner, Mayor

Date: 10/21/24



By: Larry Jones, Interim City Manager

ATTEST:

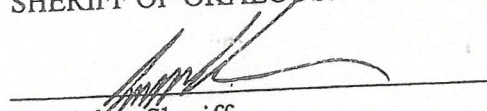

Rey Bailey, and City Clerk



Approved as to legal form:


Kimberly Romano Kopp, City Attorney

SHERIFF OF OKALOOSA COUNTY, FLORIDA


Eric Aden, Sheriff

Date: 10/3/24

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 18, 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: Jamie Haynes
Krystal Strickland, Finance Director

DATE: 8/13/2025

SUBJECT: Legal Representation - ERISA Specialist for Thrift Plan- City of Destin

I. BACKGROUND:

On August 18, 2025, City Council directed staff to move forward with offering employees the option to join the Florida Retirement System (FRS) effective October 1, 2025. This transition will operate alongside the existing Thrift Savings Plan (TSP), allowing current employees to elect to remain in TSP or join FRS.

Participation in FRS requires adoption of an ordinance, completion of administrative agreements with the Florida Division of Retirement, and adjustments to the City's payroll and benefit systems. The City must also amend and restate its current Thrift Plan document to reflect the dual-plan offering and ensure compliance with applicable laws.

To accomplish these tasks, the City will need specialized legal services from an ERISA attorney to guide the amendment of the Thrift Plan, assist with compliance requirements, and advise on transition implementation steps.

II. DISCUSSION:

Staff and the City Attorney have identified the law firm of Lewis, Longman & Walker, P.A. (LLW) to provide legal services specific to retirement plan compliance and FRS participation. LLW's engagement letter outlines services limited to retirement-related matters, including restatement of the Thrift Plan and guidance during the FRS transition.

The FRS implementation timeline includes:

- July 2025: Application submission to FRS.
- Aug–Sept 2025: Administrative processing, adoption of ordinances, and plan document revisions.
- September 2025: Employee election process to determine plan participation.
- October 1, 2025: Begin contributions to FRS and Social Security for elected participants; continue TSP for those who opt to remain.
-

The ERISA attorney will ensure that plan changes comply with Internal Revenue Code requirements, the Employee Retirement Income Security Act (ERISA), and Florida retirement system laws.

A. Link to Strategic Goals / Objectives: Offer livable wages & benefits to attract and maintain high caliber, qualified staff

B. Effect on Budget (EOB): Legal fees will be billed at an hourly rate per the engagement agreement. The attorney’s rate is \$430/hour, with other professional staff billed at their respective rates.

C. Level of Service (LOS):

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: The engagement of ERISA legal counsel is necessary to complete the restatement of the City’s Thrift Plan and to ensure a legally compliant transition to FRS. Specialized expertise will help mitigate risks, meet statutory deadlines, and implement Council’s direction effectively.

IV. RECOMMENDED MOTION: I move to authorize the City Manager to execute the engagement agreement with Lewis, Longman & Walker, P.A., for ERISA legal services related to the restatement of the City’s Thrift Plan and transition to the Florida Retirement System

Attachments:

1. Engagement Letter - Florida Retirement System - Lewis Longman Walker, P.A.



Reply To: Tallahassee

August 11, 2025

Via Email: ljones@cityofdestin.com

CONFIDENTIAL
ATTORNEY/CLIENT
PRIVILEGED

Larry Jones
City Manager
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

RE: Legal Representation of City of Destin
Retirement Matters

Dear Mr. Jones:

On behalf of the law firm of Lewis, Longman & Walker, P.A. ("LLW"), I sincerely thank you for the opportunity to represent you on the above-referenced matter that is further defined in Section 2 of this Engagement Agreement ("Agreement.") The purpose of this Agreement is to document the terms of our professional relationship. A solid attorney-client relationship is built on a clear understanding of the terms of the relationship. Therefore, I ask that you review this letter with care and then either confirm your agreement to these terms or state any different or additional terms that you would like me to consider.

1. Client. Unless and until agreed by all parties in writing, LLW's only client in this matter is the City of Destin, whose primary address is 4200 Indian Bayou Trail, Destin, Florida 32541 (hereafter the "City").
2. Services. LLW will provide advice and representation to you, pursuant to this Agreement, only in matters related to the City's retirement plans and possible participation in the Florida

JACKSONVILLE
245 Riverside Ave.
Suite 510
Jacksonville, Florida 32202
T: 904.353.6410
F: 904.353.7619

ST. PETERSBURG
100 Second Ave. South
Suite 501-S
St. Petersburg, Florida 33701
T: 727.245.0820
F: 727.290.4057

TALLAHASSEE
106 East College Avenue
Suite 1500
Tallahassee, Florida 32301
T: 850.222.5702
F: 850.224.9242

TAMPA
301 West Platt St.
Suite A364
Tampa, Florida 33606
T: 813.775.2331

WEST PALM BEACH
360 South Rosemary Ave.
Suite 1100
West Palm Beach, Florida 33401
T: 561.640.0820
F: 561.640.8202

Larry Jones
City Manager
August 11, 2025
Page 2

Retirement System. Any additional matters that you may ask us to undertake must be covered by separate Engagement Agreements and will require additional conflict checks.

3. Representation of Other Clients. It is possible that our attorneys may undertake the representation of clients in the future on other matters that may involve the City of Destin. During this representation, neither I nor any attorney who may perform work for City will be involved in any such matters, and LLW's representation of clients in such matters will not limit the exercise of my independent professional judgment, or that of any other attorney who may work on matters, with respect to the matters we will be handling for you. Accordingly, the City of Destin agrees that it will not seek to disqualify LLW from representing clients with respect to their interests within the City, or other firm clients in matters that may involve or come before the City. We will notify the City if a potential conflict should arise with respect to our firm's representation.

LLW engages in legislative lobbying efforts on behalf of numerous public and private clients, individuals, corporations, local governments, and industry associations. Further, it is understood that the political process inherently produces differences of political opinion. Such political differences may not amount to a conflict of interest under the Rules of the Florida Bar, but we recognize that the City of Destin reserves the right to terminate our services at any time

4. Professional Fees. I will be the "billing shareholder" and shareholder in charge of this matter. As such, I will be primarily responsible for providing and supervising the legal services required. My hourly rate is \$430. I will be responsible for ensuring that this matter is staffed in a manner adequate and appropriate to the requirements of the representation. The hourly rate for attorneys' ranges from \$285 to \$430 per hour. The hourly rate for paralegals/law clerks is \$250 per hour. These rates will be in effect through December 2025 and are subject to change in January of each subsequent year. If rates are changed you will be notified

5. Communication and Cooperation. For us to serve as the City's counsel, it is essential that we can contact a representative from the City, presumably you or a designee, and that the City will respond to our requests for information or documents as expeditiously and completely as possible. We may also require City personnel be made available to meet with us in relation to representing the City in this matter. Please bear in mind that if we do not obtain such cooperation, the quality of our representation may suffer, and we may feel constrained to withdraw from any further work.

Kimberly Romano Kopp, City Attorney, has been identified as the client contact for this matter.

I can be reached by telephone at (850) 222-5702, or by e-mail at gthomas@llww-law.com. I endeavor to return all telephone calls or e-mails within 24 hours during the business week,

Larry Jones
City Manager
August 11, 2025
Page 3

however if you, or anyone at the City, is ever unable to reach me, please contact my assistant, Becky Emerson, by telephone at (850) 222-5702 or by e-mail at remerson@llw-law.com.

6. Costs. LLW will charge the City for direct costs incurred on the City's behalf for this representation. We may advance these costs and seek reimbursement in our billings, or we may, at our discretion, require you to deposit these costs with us before the costs are incurred.

7. Billing and Payment. We will bill the City monthly for professional services rendered and expenses incurred in connection with this matter. It is difficult to keep exact time records for relatively brief services rendered during the Firm's representation such as telephone calls or reviewing incoming and brief correspondence. Experience indicates no matter how brief the telephone call or short the correspondence, the Firm's involvement requires a minimum of one tenth of an hour or more due to the interruptive nature of the services. Accordingly, the City will be billed in tenth-of-an-hour increments rounded up to the nearest increment, with a minimum entry for the task of one tenth of an hour. the City agrees to pay the amount of each invoice in full within forty-five (45) days of the billing date. We will send invoices to the City by email. Please use the space provided at the end of this Agreement to identify any additional contacts for billing purposes including their email addresses. If the City would like invoices directed to multiple individuals, please provide the contact information for each person. For the convenience of our clients, LLW also accepts payment for invoices by credit card and eCheck via our secure online portal or the City can contact our Accounting Team directly to make payments. Payments received will be applied to the outstanding invoices specified by the payment. If a specific invoice is not specified, the payment will be applied to the oldest outstanding invoice. If the City has any questions about the invoice or if the City disputes any items or any invoice, the City agrees to notify me in writing within fifteen (15) days of the billing date of the City's question or concern. If no issues are raised within this period, the firm will assume the City does not have any dispute with the invoice. Any amount of fees and costs due remaining unpaid for more than seventy-five (75) days from the date of billing may bear interest at the rate of one (1%) per month on the unpaid balance, compounded monthly, until paid." See §218.74(4), Florida Statutes.

8. Default. If the City fails to abide by the terms of this Agreement, the City will be considered in default of this Agreement, and we may terminate our representation. In the event any suit or action is brought to enforce the provisions of this Agreement in any arbitration, or administrative or judicial proceeding, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in such proceedings, including appeals.

9. Public Records. LLW will keep and maintain public records required by the City to perform the service. However, the parties agree that the nature of the retention contemplated herein

Larry Jones
City Manager
August 11, 2025
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does not render LLW a “public agency” within the meaning of the term in Chapter 119, Florida Statutes.

Upon request by the City’s custodian of public records, as identified in the next section, LLW will provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

For public records requests that require significant administrative time or the use of technology to fulfill, LLW will prepare an estimate of the cost of fulfilling the public records request and provide same to the City in writing. If the City has a policy regarding the manner of calculating charges for significant administrative time or the use of technology, LLW will follow the policy in developing the cost estimate. The policy will be attached hereto upon execution by the City. If the City does not have a specific policy for calculating charges for significant administrative time or the use of technology, LLW shall develop the estimate based on LLW’s actual cost. Significant administrative time will be considered time in excess of 30 minutes. Labor costs shall be estimated based on 1.25 x the hourly rate of the lowest paid LLW member capable of performing the work. The cost of technology shall be estimated based on actual cost, with no mark-up.

LLW will ensure that public records maintained or created in connection with this representation that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the representation if LLW does not transfer the records to you.

Upon completion of the representation, LLW shall transfer, at no cost to the City, all public records in possession of LLW related to the representation, in the format in which those records were ordinarily kept, provided that all electronic records shall be produced to the City in a format that is compatible with the City’s information technology systems. If the City desires the records to be transferred in a format that is different than the above-referenced format, LLW shall prepare a cost estimate for the records conversion upon request and provide the converted records to the City upon approval of the cost estimate.

LLW shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. LLW may retain duplicate copies of non-exempt and non-confidential public records after the record copies are transferred to the City.

If the City receives a public records request for materials the record copies of which are maintained by LLW, the City shall immediately notify LLW of the request in writing. LLW will provide the records to the City or allow the records to be inspected or copied within a reasonable time, as directed by the City. If the City desires for LLW to review the records for responsiveness

Larry Jones
City Manager
August 11, 2025
Page 5

and/or exemption/privilege, you shall advise LLW of its desire in writing and LLW shall provide the service at the rates provided herein. If the City seeks for LLW to “certify” a public record, the City should provide LLW with direction on the desired format of such certification along with the records request.

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

Rey Bailey, City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-4242
rbailey@cityofdestin.com

10. Termination of Representation. The City may terminate the attorney-client relationship at any time and for any reason. Such a termination does not, however, absolve the City of the responsibility to pay for legal fees, costs, and expenses incurred prior to our receipt of notice of termination, or incurred after notice but reasonably necessary to protect the City’s interests. To the extent permitted by the Rules Regulating the Florida Bar and any other applicable rules of professional conduct, we also reserve the right to terminate the attorney-client relationship at any time. Similarly, and again to the extent permitted by the applicable rules of professional conduct, the City will remain liable for services or costs and disbursements incurred prior to our decision to withdraw or incurred after notice but reasonably necessary to protect the City’s interests. Upon conclusion of our representation of the City for any reason, the firm will confirm the end of our representation with the City in writing.

11. Venue. If any arbitration or enforcement action or any other litigation arises regarding this Agreement, venue will be in Palm Beach County, Florida and the parties hereby waive their right to a jury trial.

12. E-Verify. LLW warrants for itself and its subcontractors that LLW and all subcontractors are in compliance with all federal immigration laws and regulations that relate to their employees. LLW agrees and acknowledges that the City is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes apply to this Agreement. Notwithstanding any other provisions in this Agreement, if the City has a good faith belief that LLW has knowingly hired,

Larry Jones
City Manager
August 11, 2025
Page 7

ACCEPTED BY:

CITY OF DESTIN

[SIGNATURE]

Larry Jones

City Manager

[DATE]

ljones@cityofdestin.com

(850) 837-4242

[CELL PHONE NUMBER]

BILLING CONTACT:

[PRINTED NAME]

[EMAIL ADDRESS]

[WORK TELEPHONE NUMBER]

[CELL PHONE NUMBER]

Larry Jones
City Manager
August 11, 2025
Page 6

recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the City shall terminate the Agreement. If the City has good faith belief that a subcontractor knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under this Agreement, the City shall promptly notify LLW and order LLW to immediately terminate the contract with the subcontractor. LLW agrees to be liable for any additional costs incurred by the City as a result of the termination of a contract based on LLW's failure to comply with E-Verify requirements referenced herein.

13. Binding and Entire Agreement. This Agreement and any concurrent attachments represent the entire Agreement between the parties, and no party is relying or is entitled to rely on any representations not expressly contained herein. In addition, no changes may be made to this Agreement without the written consent of all the parties hereto.

We sincerely thank you for choosing LLW to assist the City in this most important matter. If the City agrees with the foregoing terms and conditions, please sign in the space provided at the bottom of this Agreement. Please return the original agreement to me via email or the carrier of the City's choice and retain a copy for the City's records. On behalf of LLW, I look forward to assisting the City in this matter.

Sincerely,
Lewis, Longman & Walker, P.A.



Glenn E. Thomas
Shareholder



ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, Glenn E. Thomas, as Shareholder on behalf of Lewis, Longman & Walker, P.A. ("LLW") under penalty of perjury hereby attest as follows:

1. I am over 18 years of age and have personal knowledge of the matters set forth in this affidavit.
2. LLW does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3. More particularly, LLW does not engage in any of the following actions in connection with providing labor or services:
 - 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 debtor 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

By: 

Print Name: Glenn E. Thomas

Title: Shareholder

Date: August 11, 2025

JACKSONVILLE
245 Riverside Ave.
Suite 510
Jacksonville, Florida 32202
T: 904.353.6410
F: 904.353.7619

ST. PETERSBURG
100 Second Ave. South
Suite 501-S
St. Petersburg, Florida 33701
T: 727.245.0820
F: 727.290.4057

TALLAHASSEE
106 East College Avenue
Suite 1500
Tallahassee, Florida 32301
T: 850.222.5702
F: 850.224.9242

TAMPA
301 West Platt St.
Suite A364
Tampa, Florida 33606
T: 813.775.2331

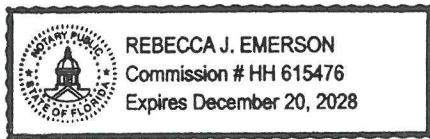
WEST PALM BEACH
360 South Rosemary Ave.
Suite 1100
West Palm Beach, Florida 33401
T: 561.640.0820
F: 561.640.8202

Larry Jones
City Manager
August 11, 2025
Page 9

STATE OF FLORIDA)
COUNTY OF LEON)

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 11th day of August 2025, on behalf of Lewis, Longman & Walker, P.A. by Glenn E. Thomas, a Shareholder. He is personally known to me or has produced N/A as identification and did () did not (X) take an oath.

[Seal]



Rebecca J. Emerson
NOTARY PUBLIC

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 18, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

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

FROM: Andy Peters, Director of Information Technology
Steve O'Connor, Deputy Community Development Director
David Prichard, Community Development Director

DATE: August 18th, 2025

SUBJECT: RFP - Short Term Rental Compliance Solution Provider

I. BACKGROUND: The City has adopted a fee resolution for Short Term Rentals (STRs), including condominiums, which may increase the total number of STRs under management by up to 4,000 units or more. To help manage this expanded program, certain administrative functions may be outsourced. This item presents the Council with two options for selecting a vendor to assist the City in administering the program: issuing a Request for Proposals (RFP) or utilizing a Cooperative Purchasing agreement.

II. DISCUSSION:

Attached is a proposed Request for Proposals (RFP) to identify a company to manage the STR program, collect and remit fees to the City, and gather evidence of non-compliance for referral to Code Compliance staff.

Also included is a proposal from Avenu, available through a Cooperative Purchasing Agreement. This option offers Council an alternative to issuing an RFP and provides a concrete example of the type and scope of services that prospective vendors may propose. Avenu's proposal encompasses full administration of the STR program, with the City retaining only enforcement responsibilities. The cost is \$185 per unit per year. A "Software Only" version of the service is available for about \$40 per unit per year.

A. Link to Strategic Goals / Objectives: 1. Financially sound city providing service excellence

2. Enhanced quality of life and safety for families

B. Effect on Budget (EOB): The registration fees will cover the cost of

billing and invoicing of this program.

C. Level of Service (LOS): Outsourcing the STR registration process to a third party will help increase capacity in the Code Compliance Division by reducing the daily administrative tasks of the STR registration program, allowing the division to focus its efforts on bringing non-registered STRs into compliance.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: Council may choose to initiate a new RFP process or utilize a Cooperative Purchasing Agreement to select a company to manage the STR program moving forward.

IV. RECOMMENDED MOTION: I move that we accept the RFP as written (or amended) and move forward with the procurement process for a SHORT TERM RENTAL COMPLIANCE SOLUTION PROVIDER..

Attachments:

1. RFP - Short Term Rental Compliance Solution Provider
2. Carahsoft - Avenu Insights & Analytics - 08.11.2025 - Quote 59535141
3. Carahsoft Proposal (Destin) 8.11.25

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS NO. 25-01-IT

SHORT TERM RENTAL COMPLIANCE SOLUTION PROVIDER



Sept 9, 2024

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

Advertisement and Proposal Instructions

The City of Destin will receive proposals for a SHORT TERM RENTAL COMPLIANCE SOLUTION PROVIDER. The project is located in the City of Destin at 4200 Indian Bayou Trail. As outlined in the RFP, this project shall include, but may not be limited to, support for City Code Compliance Staff in:

- Registration management
- Fee collection
- Mailer notifications
- Confirmation of required documents by Operators
- Search capabilities for noncompliant properties within the City
- Evidence collection

To submit a proposal for this project you must be placed on the Plan Holders List. To do so, obtain a copy of the RFP (containing the full specifications and requirements) by emailing the City Clerk's Office at cityclerk@cityofdestin.com. Please include "Request for Proposal Documents – RFP 25-01-IT" in the subject line of the email. Vendors may also obtain the RFP by contacting the City of Destin, City Clerk's Office at (850) 837-4242, between the hours of 8 a.m. and 5 p.m., Monday through Friday. Proposal submissions must be received by the City Clerk's Office by email in PDF format with the subject line "RFP NO. 25-01-IT - SHORT TERM RENTAL COMPLIANCE SOLUTION PROVIDER", along with the name, return address and telephone number of the submitter, no later than 2:00 p.m. (CT), on Sept 23, 2025. The City reserves the right to reject any and all submittals or portions thereof, to waive minor defects and informalities in the process, to accept the Proposals(s) or take any other actions deemed by the City to be in the City's best interest.

Scope of Work

The City of Destin is issuing this Request for Proposal (RFP) to seek a qualified vendor to provide comprehensive Short-Term Rental (STR) Compliance services in support of City Code Enforcement officers. The selected vendor will deliver a suite of integrated solutions designed to identify, monitor, and enforce compliance for STRs, streamline registration and fee collection, and enhance the overall community experience. The vendor should familiarize themselves with the latest City Ordinance and Resolution related to Short Term Rentals as approved by Council in February 2025 and fee resolution August 4th 2025. The scope of work includes, but is not limited to, the following areas:

1. Short-Term Rental (STR) Identification and Monitoring

- Implement a robust STR identification solution that:
 - Collects and analyzes data from STR websites, including major platforms (e.g., Airbnb, Expedia, TripAdvisor, Booking.com) and independent property manager sites.

- Uses advanced algorithms, AI, and human analyst verification to de-duplicate listings and accurately assess compliance.
- Identifies properties through public records, mapping, and social media cross-referencing.
- Captures listings with varying availability patterns, including those designed to evade detection (e.g., vampire listings).
- Provide a heatmap and dashboard with real-time insights into STR inventory within City boundaries.

2. Compliance Monitoring and Enforcement

- Develop workflows to continuously monitor STR compliance with local ordinances, including:
 - Ensuring required documents are submitted by operators.
 - Confirming proper registration and payment of fees.
 - Identifying non-compliant operators and notifying them via mailer notifications.
 - Managing late fee and non-payment mailings.
- Facilitate compliance management via a 24/7 hotline and web-based tip submission portal with capabilities for:
 - Incident reporting (e.g., noise, parking, trash, and safety violations).
 - Evidence upload (photos, videos, audio).
 - Automated escalation to City Code Compliance or police when necessary.

3. Registration and Fee Collection

- Design and implement an online registration portal that:
 - Allows property owners to register and pay fees easily.
 - Provides confirmation of completed registrations and fee payments.
 - Tracks and reports registration statuses.
- Manage all aspects of fee collection, including issuing late fee notices and managing non-payment cases.
- Remits all fees collected to the City of Destin.

4. Analytics and Reporting

- Deliver a user-friendly analytics dashboard with capabilities for:
 - Tracking compliance rates, STR density, and violations.
 - Generating ad-hoc and scheduled reports with customizable templates (e.g., GIS-compatible formats, violation reports).
 - Monitoring ongoing STR compliance and identifying trends.
- Provide sufficient evidence and documentation to support special magistrate hearings related to non-compliant STR operators.

5. Community Engagement and Outreach

- Facilitate community engagement through:
 - Town hall events or virtual meetings to educate stakeholders on STR compliance and permitting.
 - Proactive outreach campaigns targeting non-compliant operators.

- Provide ongoing support for citizen inquiries related to STR operations, permits, and complaints.

6. Maintenance and Support

- Ensure system uptime and reliability through:
 - Regular system updates and maintenance with minimal downtime.
 - Technical support during business hours and emergency support for system outages.
- Offer training sessions for City staff to ensure efficient use of the STR compliance tools.

7. Optional Services

Vendors may propose additional services that enhance the City’s ability to manage STRs effectively, such as:

- Custom zoning-specific workflows for compliance in regulated districts.
- Integration with third-party systems through APIs or manual data import/export.

Proposals Must Include

Proposals will be evaluated based on:

- Experience and qualifications.
- Understanding of the project goals.
- Proposed methodology and approach.
- Cost proposal, on a per-STR Managed basis.
- Proposed contract and terms
- References or case studies from similar projects

Proposal body must be less than 10 pages. Appendices are allowed.

Evaluation of Responses

The City Destin Bid Committee will shortlist the top 3 proposals, who will then be asked to Demo their software and services to City Staff. Staff will then recommend a winning bidder to Council based on the criteria to determine the lowest, best responsive, and responsible proposer, as listed numerically below by their relative order of importance.

EVALUATION CRITERIA	Max POINTS
Price Proposal (1-5 points) x2	10 (40%)
Qualifications/Experience (1-5 points)	5 (20%)
Project Approach (1-5 points)	5 (20%)
Past Performance (1-5 points)	5 (20%)
TOTAL	25

Scoring Guidance

5 points: Meets the requirement 100%.

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

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

2 points: Only partially meets the requirements.

1 point: Does not meet the requirements at all.

Criteria Descriptions

a. Price Proposal

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

b. Qualifications and Experience

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

c. Project Approach and Performance Differentiators

- Does the submittal include detailed information that demonstrates the bidder's understanding of the scope of work and how they intend to meet the objectives of the project?
- Does submittal demonstrate the firm's ability to manage existing budgets and implement cost controls throughout a project?
- Has bidder demonstrated knowledge of local site conditions and applicable requirements? Does submittal contain approach to receiving permitting and maintaining the original construction scheduled as provided for in the scope of work?
- Is project approach specific, describing the means and methods of accomplishing the work. Does it identify any key issues on the project and/or propose some potential solutions?
- Is contractors schedule and availability practical and meet project requirements?

d. Past Performance

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

Submittal Requirements

No Contact Clause

All prospective bidders are hereby instructed to not contact any member of the Destin City Council, City Manager, or City of Destin staff member other than the authorized city contact person identified below regarding this solicitation or the bidder's submittal package. In order to ensure a fair, competitive, and open process, once a project is advertised all communication between interested bidder and the City must be directed to:

City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242

cityclerk@cityofdestin.com

Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M. CT

Any such contact to anyone but the Clerk may be cause for rejection of your submittal.

Public Records

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

Conflict of Interest Disclosure

Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

Public Entity Crime Statement

Has the bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

Drug Free Workplace Program

Proposers must certify that they comply with Florida's Drug-Free Workplace requirements, ensuring a drug-free environment as described in Florida Statutes.

Anti Human Trafficking Affidavit

All proposers must complete and submit an Anti-Human Trafficking Affidavit as required by Section 787.06(13), Florida Statutes.

Anti-Collusion Statement

Proposers must submit an Anti-Collusion Statement affirming their proposal has been made independently, without collusion or fraud

PLACEHOLDER – Signed and approved STR Ordinance

PLACEHOLDER – Proposed Fee Schedule Resolution

//END RFP//

PRICE QUOTATION
CARASOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8585 | FAX (703) 871-8505
 WWW.CARASOFT.COM | SALES@CARASOFT.COM



TO: Troy Williams
 Director of Code Compliance
 City of Destin
 4200 Indian Bayou Trail
 Destin, FL 32541 USA

FROM: Brad Kuhns
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: twilliams@cityofdestin.com

EMAIL: Brad.Kuhns@Carahsoft.com

PHONE: (850) 842-4595

PHONE: (571) 662-3396

FAX: (703) 871-8505

TERMS: Contract Number: 43230000-NASPO-16-ACS
 NASPO Master Contract Number: AR2472
 Contract Term: 08/01/2017 to 09/30/2026
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Sales Tax May Apply

QUOTE NO: 59535141
QUOTE DATE: 08/11/2025
QUOTE EXPIRES: 09/30/2025
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$1,511,122.27
TOTAL QUOTE: \$1,511,122.27

***Please note this budgetary NASPO pricing



Carahsoft's Response to the

City of Destin

Monday,
August 11,
2025

Submitted By

Carahsoft Technology Corporation
11493 Sunset Hills Road, Suite 100
Reston, VA 20190
888.662.2724 | www.carahsoft.com

Primary Point of Contact

Brad Kuhns | Account Manager
571.662.3396 | Brad.Kuhns@carahsoft.com

Secondary Point of Contact

Proposals@carahsoft.com



August 11, 2025

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

Dear Troy Williams,

Carahsoft is proposing Avenu Insights & Analytics which fully meets City's requirements for a comprehensive STR management, registration and enforcement solution.

Carahsoft, The Trusted Government IT Solutions Provider®, is responding as the NASPO ValuePoint contractor (AR2472) and reseller for **Avenu Insights & Analytics**. As the Master Government Aggregator® for our vendor partners, Carahsoft has combined extensive knowledge of the technologies we provide with a thorough understanding of the government procurement process, to analyze needs, provide configuration support, simplify the ordering process, and offer special government pricing since 2004. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training to support Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets.

Please feel free to contact me directly at 571.662.3396/Brad.Kuhns@carahsoft.com with any questions or communications that will assist the City in the evaluation of our response.

Thank you for your time and consideration.

Sincerely,

Brad Kuhns

Brad Kuhns
Account Manager

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1. VENDOR PROFILE

Carahsoft Technology Corp. has partnered with Avenu Insights & Analytics, LLC (“Avenu”), to deliver the services specified in this Request.

Carahsoft is headquartered at: 11493 Sunset Hills Rd Suite 100, Reston, VA 20190.

Website: www.carahsoft.com

Name and contact information: Brad Kuhns –Account Manager

Phone: 571.662.3396

Email: Brad.Kuhns@carahsoft.com

Prime Contractor: Carahsoft Technology Corp.

Carahsoft Technology Corp. is The Trusted Government IT Solutions Provider®, supporting Public Sector organizations across Federal, State and Local Government agencies and Education and Healthcare markets. As the Master Government Aggregator® for our vendor partners, we deliver solutions for Cybersecurity, MultiCloud, DevSecOps, Big Data, Artificial Intelligence, Open Source, Customer Experience and more. Working with resellers, systems integrators and consultants, our sales and marketing teams provide industry leading IT products, services, and training through hundreds of contracts. Founded in 2004, Carahsoft is headquartered in Reston, Virginia and employs more than 2,500 professionals dedicated to serving our public sector customers and partners.

Vendor and Partner Relationships – In addition to establishing strategic, long-term relationships with the industry’s leading manufacturers, our partner ecosystem encompasses more than 3,000+ government contractors, resellers, and integrators who we support and enable with an entire suite of value-added opportunities that run the gamut from training/certification and pre-sales support to lead generation and business development.

Proven Execution – Carahsoft has deep expertise in government contracting and procurement. We manage and maintain a wide variety of government-wide and agency-specific purchasing contract vehicles and purchasing agreements for agencies at the state, local, and federal levels. As a result, we now serve as the largest government partner for the majority of our vendors, who have also entrusted other major aspects of their businesses to Carahsoft including partner enablement, commercial sales, renewals and upsell, and help desk services.

Contract Vehicles – Since 2004, Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at all levels of government. Associated with all contracts are dedicated and experienced contract management resources. A list of available contracts can be found at www.carahsoft.com/contracts/index.php.

Growth & Stability – A stable, conservative, and profitable company, Carahsoft has demonstrated impressive growth year after year, with annual revenue of \$3.4 million in our first year in 2004 to over \$16.4



billion in 2023. In a single month, September of 2023, our team of dedicated, highly trained marketing, sales, contracting, and business operations experts processed 21,564 orders worth more than \$2.9 billion.

Solution Provider: Avenu Insights & Analytics LLC

Founded in 1978, Avenu Insights & Analytics, LLC (“Avenu”) is a privately-owned short-term rental (STR), tax compliance, and tax administration services company that specializes in helping state and local governments across the nation to preserve, enhance, and manage their tax revenue base. Avenu’s full suite of offerings include Short-Term Rental (STR) ordinance monitoring, compliance, administration, and management. Avenu has a dedicated team of over 200 experts who provide these professional services to 900 customers throughout the nation.

As shown in Figure 1, Avenu has a national footprint of 700 employees, 12 national offices, all strategically dispersed throughout the country to ensure our customer receive expected service levels. Avenu supports customers in all 50 states, at the state, county, city, and town level. Each year our revenue recovery professionals help recover and administer over \$3 billion in new general fund tax revenue each year.

Avenu’s Qualifications

- 40 years of applicable experience
- Dedicated Team of STR experts ready to support the project
- Support customers nationwide with our full suite of revenue enhancement services
- Recover over \$3 billion per year in general fund tax revenue
- Nationally recognized for our service to state and local clients



For the last four consecutive years, Avenu was recognized as a GovTech 100 Company representing “the top 100 companies focused on making a difference in and selling to state and local government agencies” across the United States. Our demonstrated expertise and full-service approach has led Avenu to be the industry leader in STR identification, monitoring, compliance, and

revenue administration. We support local governments of all sizes and scales and bring the broad experience and deep insight that The City of Destin’s needs.

Additionally, Avenu provides several other services all tailored specifically to meet the growing needs of state and local governments. This includes document processing services, digitization, records management, Information Technology Managed Services, and more which further improve the value of the relationship beyond today’s opportunity.

Figure 1 - With blue representing Avenu's customers, and red representing Avenu offices, Avenu has extensive corporate resources to ensure the project is successful



1.1 AVENU'S STR CAPABILITIES

Avenu offers a full suite of services that focus specifically on Short-Term Rentals. These services are later described in the response below. We believe that great outcomes are possible with STRs by creating a best-in-class governance framework and to that end we have developed a platform that any municipality can easily implement and see immediate benefits in identification, staffing, permitting and tax registration, program administration and audit. This battle-tested program strategy saves years of trial and error that is typical of many local government teams as they start with creating an ordinance only to realize later the staff and operational capabilities that need to be built and accommodated to achieve 100% program compliance.

What we must impress upon The City of Destin is the critical benefits of having a single vendor provide these tightly dependent services without the issues of risky data handoffs and workflow breakages.

Specifically:

1. By committing to identify at least 95% of all houses, and 75% of all apartments and condominiums, Avenu can ensure that all commercially operating STR's are compliant.
 2. Through a rigorous onboarding process, Avenu's ordinance team custom-tailors reporting for ordinance violations including primary residency, maximum occupancy of dwellings, requirements for inspection and license display, and many other aspects of an effective enforcement program
 3. Using both recent booking data and archived calendar going back to October 2019, City of Destin can leverage Avenu's Tax Administration software to not just receive payments but become the filing engine that with minimal input from the taxpayer.
 4. When compliance levels reach over 90%, the key task is to assist with escalations and Field Enforcement but otherwise to work with Avenu staff for continuous improvement and community feedback
- ▶ **Team of Experts.** Avenu has a dedicated team of experts ready to support the project. Our Executive and Senior Management team are easily accessible and deeply involved in day-to-day operations. Our team of experienced STR Monitoring/Compliance and Accommodation Tax Audit staff includes former state and local professionals with an average of 20+yrs of public service, including former City Managers and State Tax Auditors who assist with our mission to deliver exceptional customer outcomes.
 - ▶ **Superior STR Solution.** Avenu offers a Best-in-Class STR identification, monitoring and compliance software that uncovers DOUBLE the STRs of most competitive applications by actively combing through over **80 unique short-term rental and 20 unique long-term rental platforms**. We provide our clients with a **95%** or better house identification accuracy rate allowing them to

assure 100% compliance with the ordinance and recover tax revenue rightfully owed to them. Our “Software Only” level of service is available at competitive rates if that is a preferred option for The City of Destin.

- ▶ **Support.** Whether it’s a neighbor following up on a noise complaint or an STR Operator with a question on how to register their property, people want answers from a live human being by phone or email versus an automated computer or robo-caller response. Avenu provides staff not only well versed in tax code and ordinance implementation but are also trained to politely serve the public with customer service being top-of-mind. Our Customer Success team boasts a **First Resolution Time of less than 16 hours** per support incident, as reported by ServiceNow. Our 24/7 Nuisance hotline and Tipform have achieved a **reduction of police and code responses by 50%** by placing the burden of response directly on the STR Operators. Software only companies lack the professional services and tax experience to do more.
- ▶ **Four Decades of Experience.** For over 40 years, Avenu has been an industry leader in compliance and administration services. Our company mission and value statement is built around service and our approach is unique in that we provide the experience, the tools and the innovation needed to lead your team and community forward.
- ▶ **Value:** The City of Destin can leverage the accumulated know-how in Avenu STR for a very competitive price. We offer a minimum of two supporting evidence screenshots with each non-compliant identification to prove the information is correct and accurate. Do not settle for a mailing list. This is critical for The City of Destin to protect itself in the event of a dispute or litigation. Avenu STR provides superior value and state-of-the-art technology at an affordable price, while monitoring more commercial listings than our competitors.
- ▶ **Guaranteed results.** These are not empty promises; we know the capabilities of our tool and are ready to guarantee its results to The City of Destin. We go the extra mile to make sure The City of Destin gets the value it deserves. Avenu’s proposed STR solution guarantees an identification accuracy of 95% for houses and 75% for condos/apartments in our Service Level Agreement to you. This has led to the tremendous success of our customers, some of whom have achieved 99.9% compliance.
- ▶ **Real world experience with a world-class application:** We have successfully helped cities, other government entities, and corporations fight fraud in several industries since 2011, by leveraging the most advanced technologies. Our STR solution implements cutting- edge Artificial Intelligence and Machine Learning to support The City of Destin in your effort to control and monitor the STRs and Accommodations Tax. Avenu STR is cleverly designed to cover all needs - powerful in the back end and user friendly in the front end. One of many real-world examples is Sonoma County, California, which by using Avenu’s Solution, increased STR permits by 36% in one year.

2. EXPERIENCE AND REFERENCES

Customer	Service Description
<p>City and County of Denver 300 W. Colfax Avenue Denver CO 80204 Alex Cobell Rental Inspector Supervisor Excise and Licenses alex.cobell@denvergov.org</p>	<ul style="list-style-type: none"> • Competitively awarded contract March 2021 in partnership with LAIS • Actively monitoring over 5000 possible STR listings on 80+ websites • Identified 95% of STRs and has helped achieve 91% compliance, including discovering 100 non-compliant STRs. • The City has 2700 active registrations • Integrated 311 complaints hotline into Denver portal to generate Violations Report.
<p>Manatee County Tax Collector 819 301 Blvd W Bradenton, FL 34205 Michele Shultz Director, Tourism Development Tax P: (941) 741-4801 E: MicheleS@Taxcollector.com</p>	<ul style="list-style-type: none"> • Contracted since October 2018 ongoing • 9500 STR listings, 11000 Active Accounts, discovered • Deployed on-site license checker with easy maintenance for IT department • The TC manages over 13,000 active Tourist Tax accounts • Found 400+ unlicensed STRs, achieving 99% compliance in the County for Tourism Tax, helping collect over \$350,000 of tax
<p>City of Fort Lauderdale 100 N Andrews Ave, Fort Lauderdale, FL 33301 Porshia Garcia Code Compliance Manager P: (954) 828-5249 E: PorshiaW@fortlauderdale.gov</p>	<ul style="list-style-type: none"> • Monitoring 1400 STR permitted properties, and over 6000 listings • From April 2019 to today, Harmari STR has discovered 380 additional unlicensed STRs with documented evidence, increasing compliance by 55% • Provided custom Zoning/HOAs reporting to each of 30 different code officers

All staff members will be completed remotely, including City-facing meetings.

3. PRODUCT DESCRIPTION AND SPECIFICATIONS

3.1 SOLUTION OVERVIEW

Through a Full-Service approach as described in **Section 4**, Avenu provides identification, monitoring, compliance, and a revenue administration suite of solutions that maximizes compliance and enhances community experience. Our 24/7 hotline and tip form community portal allow trained professionals to respond in real-time to help address complaints and further educate the community on local ordinances and procedures.

Avenu's Short-Term Rental Solutions consist of 4 main areas:

- ▶ **Compliance.** Avenu's experts search for inaccuracies such as bedroom count, or maximum guests, false permit numbers to bring STRs back into compliance
- ▶ **Discovery & Recovery.** Avenu's STR experts will investigate to identify, monitor, and recover unknown and new STRs by utilizing advanced software tools. By using proactive, educational, and business-friendly approach, Avenu will recover funds from these newly discovered STRs and bring them into compliance.
- ▶ **Revenue Administration.** Using a suite of technology-enabled software and services our team streamlines data entry, billing, application and certificate processing, funds distribution, compliance, and taxpayer support services. Avenu administers **billions** in general fund revenue each year.
- ▶ **24/7 Hotline and Self-Service Portal.** Trained professionals staff hotline and respond immediately to citizen complaints regarding safety, noise, trash, party-houses, parking, etc. and directly contact property managers to respond to nuisances first. This self-service approach serves as a citizen tip line to report unregistered STRs and further alleviate the burden on police and municipal staff.

Figure 2 helps present our core packages for easy evaluation by The City of Destin staff. The packages are:

Compliance Pro – For a community which needs a comprehensive STR compliance toolkit: includes identification, monitoring of 100 STR websites 4 times per week. It includes a mobile-friendly registration portal, permit and/or tax the STRs, and transitioning to a paper-based system, with online payment processing system. 24/7 Nuisance hotline introduced to alleviate pressure from City resources to respond to noise, parking and trash issues caused by STRs. Finally, a baseline tax portal is provided for lodging tax remittances.

Compliance 360 – Full Services and turnkey offering, to complete all work and not involve City resources at all. The full-service options essentially provides City of Destin with a back-office extension of the planning or finance department. Avenu provides all services found within the Compliance Pro package along with fully customizable printed letters to support compliance, direct community outreach, and compliance auditing of up to 5% of properties. Further, our service will include full configurability of the registration and tax portals.

Add-Ons: Primary Residency Verification, Homestead Exemption Audit, Sales / Use / Hotel Tax Audit, and Compliance Audit of Business Licenses or of different tax types upon request.

Figure 2: STR Compliance Options Available for Growing Needs



3.2 STR MONITORING

Avenu's STR solution is the only solution that execute listing data collection for **over 80 unique websites**. To maximize data capture, we go beyond the "Big 4" platforms (AirBnB, Expedia, TripAdvisor, and Booking.com) to acquire listings from nation-wide Vacation Rental Management Agencies (ex: Evolve, Sonder, Vacasa, Turnkey) who have weaned themselves off the Big 4, alongside the hundreds of locally-based property managers nationwide that have their own off-platform booking and advertising pages. Avenu STR reviews search engine results 5 pages deep with different keywords/destination combinations to find organic STR inventory which allows us to go above and beyond our competitors.

Avenu STR executes listing data collection four times per week, once in each of the four-time intervals:

1) **Weekday**, 2) **Weeknight**, 3) **Weekend-day**, and 4) **Weekend-night**. By staggering data collection, we acquire "vampire" listings that become active at night and removed during the day to avoid detection. This is another example of how Avenu's proposed solution rises above competitors to truly collect all listing that are active on STR websites. With our years of expertise, we are solving STR monitoring problems many of our customers didn't know they had! Avenu's STR solution covers 80 different websites shown in **Figure 2**.

Figure 2 - Avenu's STR Solution cover 80 different sites



Using a shapefile of City of Destin' boundaries, Figure 3 is an inventory of STRs from 80 different websites. The inventory for local popular websites includes what our analysts dug up after deep analysis of online websites for organic, original inventory. They include:

Figure 3 - Short-Term Rental Heatmap for City of Destin

3.2.1 STR ANALYTICS AND DASHBOARD

Avenu STR understands the power of Dashboards and a summary of information that is useful when determining the effectiveness of a STR compliance program. We offer several different property and data source analytics and revenue and occupancy statistics based on the data collected. Below depicts a small sample from a menu of options to choose from.

If The City of Destin is looking for certain analytics, let us know and we will be more than happy to discuss. Figure 4 shows the overview, and Figure 5 shows a sample chart from our dashboard related to Property Type, Room Type, Bedrooms, Nightly Rate, and Occupancy Percentage.

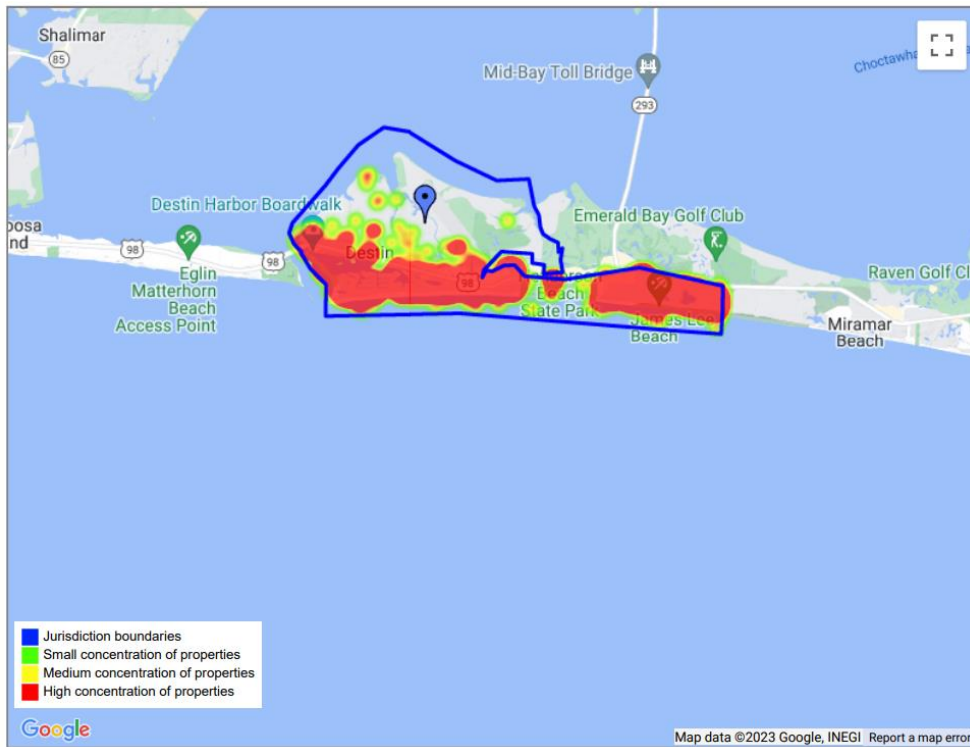


Figure 4 - STR Overview for City of Destin

Overview - Destin, Florida - 2023/09/21

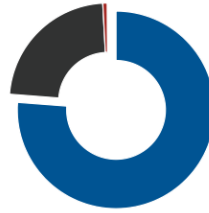
13246	STR active and intermittent listings mapped in Destin, Fla
2,165	STR listings added in the past 30 days
2,174	STR listings added in the past 90 days
3,981	STR listings added in the past 365 days
10128	entire home STR listings
3118	shared-home STR listings
\$2,608,090,710.28	estimated gross revenue per year
\$130,404,535.51	estimated lodging taxes due per year (5%)

3.2.2 RENTAL STATISTICS

Figure 5 - Rental Statistics by Property Type

Rental Statistics - Destin, Florida - 2023/09/21

Property Type



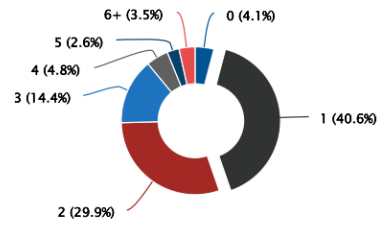
● condo (76.2%) ● house (22.9%) ● commercial (0.8%) ● other (0.1%)

Room Type



● Entire home/apt (99.7%) ● Other (0.3%)

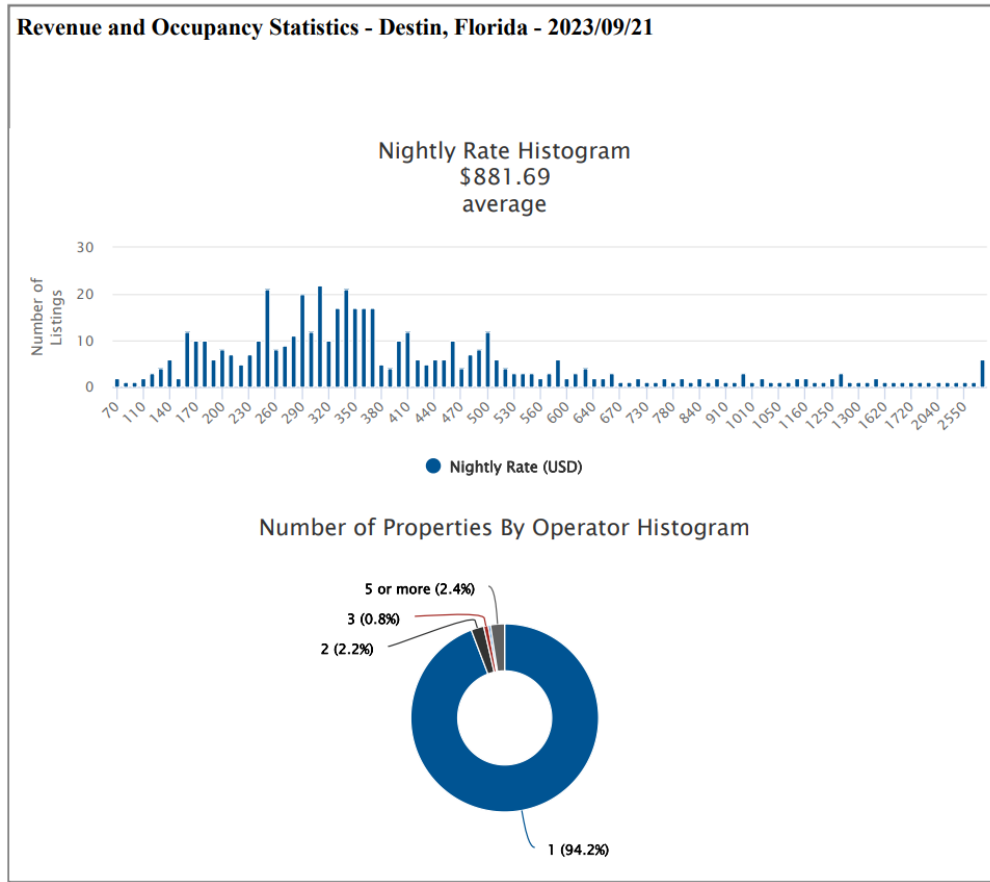
Number of Bedrooms



3.2.3 NUMBER OF PROPERTIES BY NIGHTLY RATE

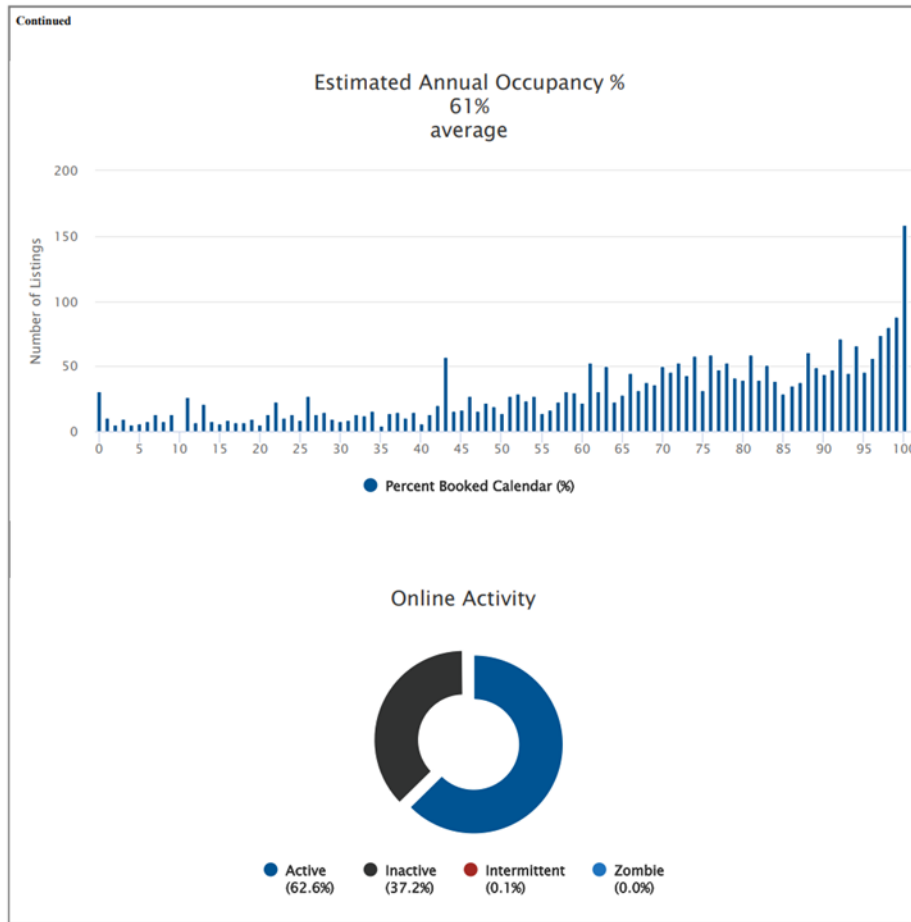
Figure 6 depicts a histogram of the average nightly rates within The City of Destin. When single-property operators are 75% or less, that generally trends towards a real estate speculator-rich environment.

Figure 6 - Nightly Rate Histogram



3.2.4 Percent of Estimated Annual Occupancy

Figure 7 – Estimated Annual Occupancy

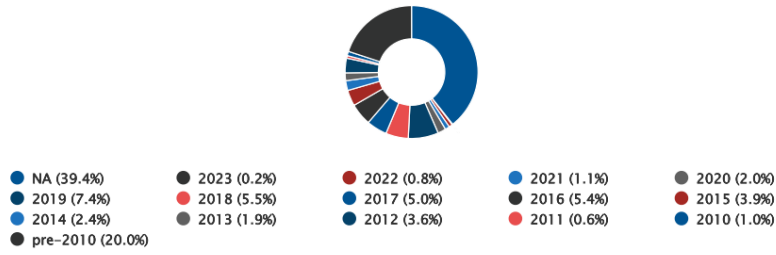


3.2.5 City of Destin INVENTORY BY DATA SOURCE

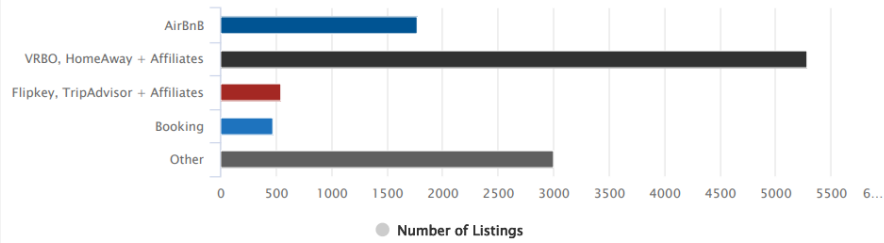
Figure 8 below shows the City of Destin' STR inventory by data source

Datasource Survey - Destin, Florida - 2023/09/21

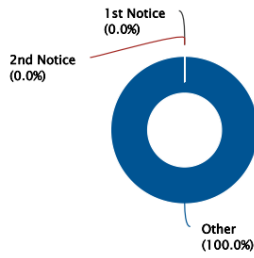
Year Ad Created / Joined



Inventory by Data Source (11072)



Zoning and Compliance



Harmari Report © 2023 LTAS Technologies Inc. All Rights Reserved

Identification

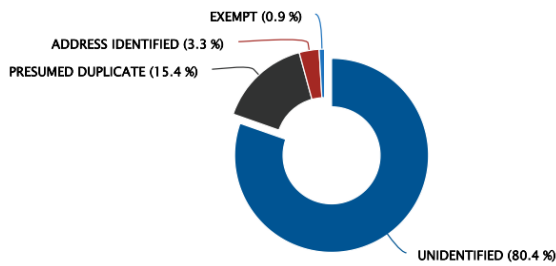


Figure 8 - Inventory by Data Source

2.2.7 Permitting and Taxing by Property

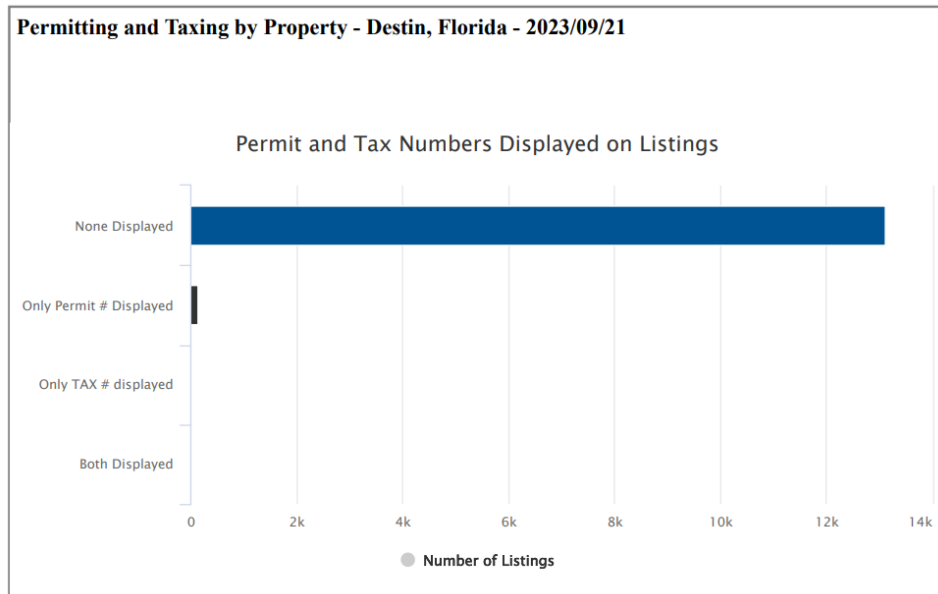


Figure 9 - Permitting and Taxing by Listing

2.2.8 Estimated Gross Revenue

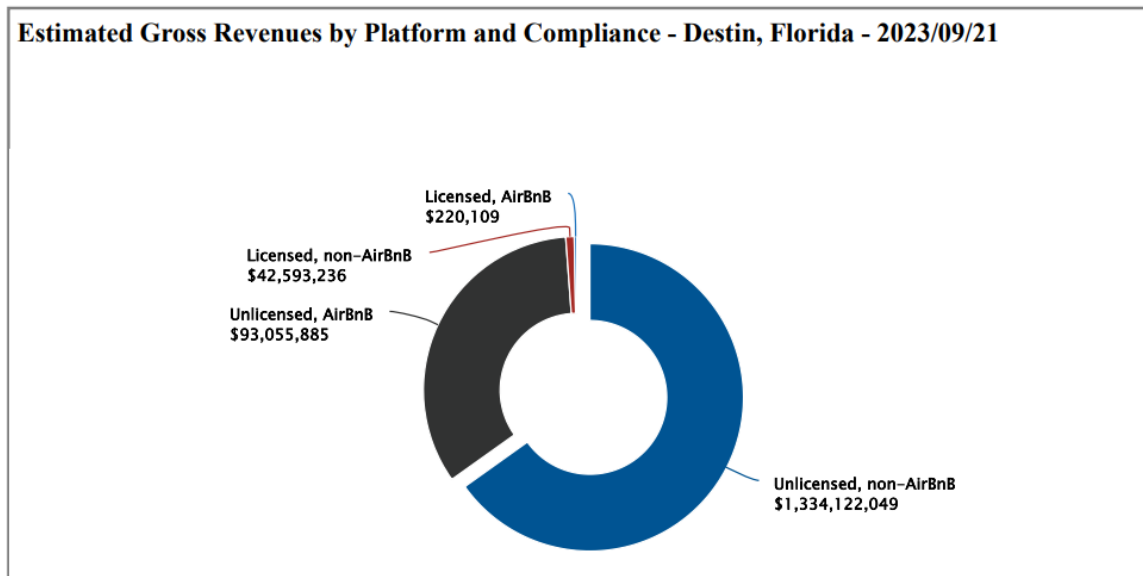


Figure 10- Estimated Gross Revenue by Platform and Compliance

2.2.9 Number of Listing Over Time

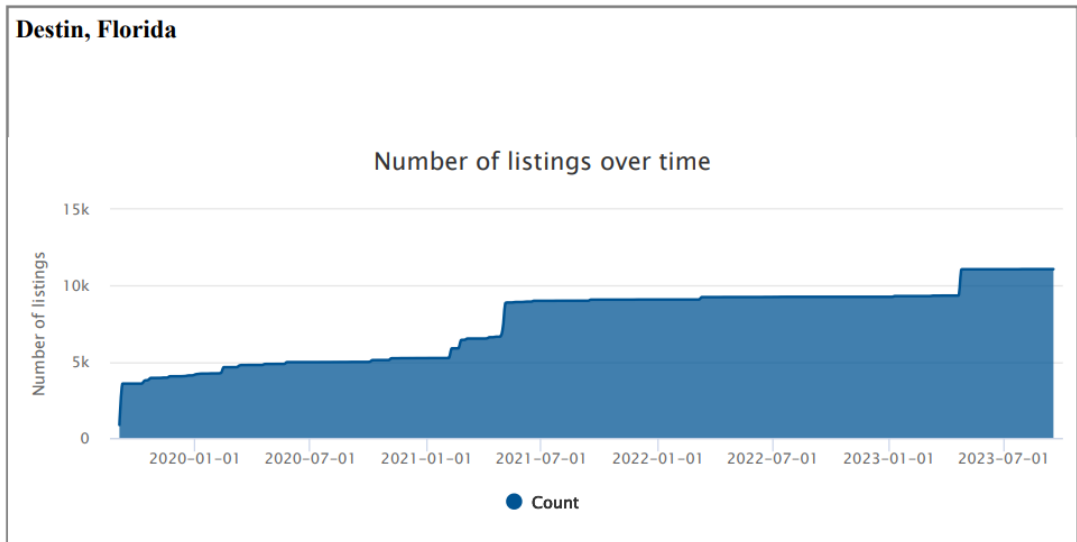


Figure 11– Number of Listings over time

3.3 ADDRESS IDENTIFICATION

3.3.1 DE-DUPLICATION

Many listings posted online are duplicates of one another. Without de-duplication of listings, several issues arise including:

- ▶ Unable to accurately assess estimated sales and taxes owed to the City of Destin
- ▶ Unable to verify that the correct permit is being used for the specific advertised rental unit

Avenu's proposed STR solution has developed proprietary matching technology coupled with human analyst verification to mitigate this issue. Our STR software first deploys its matching technology that deciphers duplicates through metadata found in a listing including but not limited to business license numbers, locations and listing photos. A sample of a de-duplication Comparison View is shown in Figure 12.

Anything not caught by the system will automatically have a secondary review by human analysts who categorize them in the following manner:

1. Rent out the exact same house/condo
2. Rent out different bedrooms in the same house/condo
3. Rent out different condo/houses

Our solution leverages advanced techniques based on Artificial Intelligence algorithms to detect duplicates and enhance identification capabilities.

Figure 12 - Sample Comparison View of De-Duplication

Listing ID	a_16664863 (1) Unverified, Inactive	a_18369397 (8) Addr/Operator/Same Owner Known, Zombie	v_1075376 (8) Addr/Operator/Same Owner Known, Active	a_19583448 (10) Duplicate, Inactive	a_20151840 (1) Unverified, Inactive	a_40397331 (6) Addr/Owner Known, Intermittent	a_41696073 (5) Address Identified, Active	a_43623524 (1) Unverified, Active	v_1525912 (8) Addr/Operator/Same Owner Known, Active	v_9295838ha (6) Addr/Owner Known, Active
Webpage	[Webpage]	[Webpage]	[Webpage]	[Webpage]	[Webpage]	[Webpage]	[Webpage]	[Webpage]	[Webpage]	[Webpage]
Title	Cozy Townhome, walking distance to the beach	Entire Private Guest House Walk to the beach	Private Guest House Walk to Ocean	Apartment Yacht Club for 4 persons	The Villa - Charming near the beach!!	Unique 75+ Art Gallery Beach House Walk to Ocean	Mixed Use Event Space / Vacation Rental Art House	Event Space, Reception, Corporate & Retreats Venue	Luxury coastal style home minutes from the beach	UNIQUE ART HOUSE FORT LAUDERDALE BEACH STEP FROM GALLERIA LAS OLAS WALK TO OCEAN
Room size	1 BR 1BA	2 BR 2BA	2 BR 2BA	2 BR 1BA	1 BR 1BA	4 BR 2BA	8 BR 5BA	8 BR 5BA	4 BR 3BA	4 BR 2BA
Address	2531 Northeast 8th Street [Google Maps]	735 Intracoastal Dr [Google Maps]	735 Intracoastal Dr [Google Maps]	735 Intracoastal Dr [Google Maps]	712 Intracoastal Drive [Google Maps]	2600 NE 9 STREET [Google Maps]	820 NE 26th Ave [Google Maps]	[Google Maps]	720 NE 26 AVE [Google Maps]	2600 NE 9th St [Google Maps]
Photos: kitchen [+/-]										
Photos: bedroom [+/-]										
Photos: bathroom [+/-]										

De-duplication of listings is important to verify that the correct permit is being used for each advertised rental unit and to accurately assess estimated sales and taxes owing by summing reviews on each STR website.

3.3.2 IDENTIFICATION WORKFLOW - HOUSES

After collecting all the raw data and putting it through our various proprietary systems and processes, Avenu's proposed Avenu STR solution has a team of experienced analysts, who are **personally trained by Senior Analysts with over 14 years of combined identification experience**, to conduct full identifications that provides The City of Oakland Park with a court-defensible case history evidence report for each listing. Avenu's trained analysts use dozens of different public record sources to establish first/last name, business name, and exact address of the STR operator. Our proprietary toolbox includes:

- ▶ Matching up host information on social media or any other public website
- ▶ Using public records to search phone number, business name, person name, property address
- ▶ Use mapping and property data to identify the property put for rent and homeowner

The Avenu proposed solution's unmatched effectiveness is based on two key points:

- ▶ High data collection frequency allows for close STR monitoring, accurate calendar and bookings data, and prevents "vampire" STRs
- ▶ At least 2 supporting evidence screenshots have to overlap for a correct identification

If an Analyst cannot successfully identify the STR, she will escalate it to our Senior Analysts who then complete the identification relying on their expertise. Our progress bar of identification is front and center in the Dashboard report, showing you how we're working hard every day to identify rentals to get you to 100% compliance. Our solution leads the industry by **providing at least two pieces of supporting evidence for every single non-compliant STR operator** identified. Other competitors make you jump through hoops and wait for the crucial evidence required in the event of a dispute. For example, consider the evidence in a typical case showing five pieces of supporting evidence in Figure 12:

1. VRBO listing of the STR with the external view of the house
2. Matching photo on Facebook page of same STR
3. Google Street View of same STR
4. The County Appraiser Record showing ownership, exact address, sale data, square footage and more. Our competitors typically do not provide this screenshot and thus your staff will need to do it themselves
5. The profile photo from VRBO matches the photo on the host's Facebook page
6. The host's spouse has a similar picture on her Facebook page.

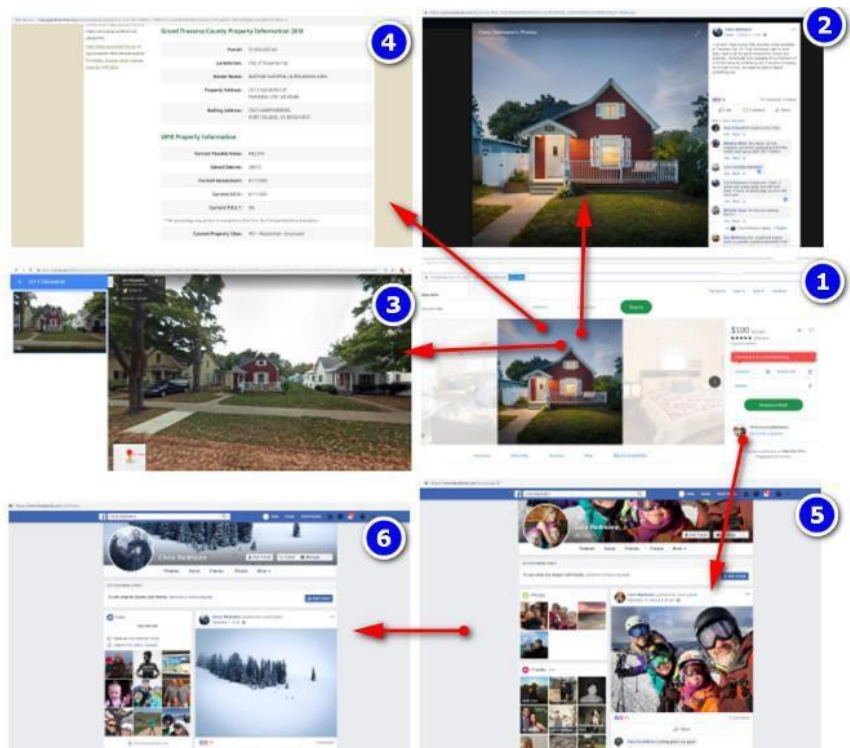


Figure 13 - Sample of Supporting Evidence Provided

3.3.3 IDENTIFICATION WORKFLOW – CONDOS

Avenu STR has monitored over 120,000 STR listings for both rural and high-density urban customers. The City of Destin has both types of land use where STRs operate. Condo units are generally more challenging, due to the inability of Street View technology to sleuth the units. However, Avenu's trained, non-crowdsourced analysts leverage many other data sources, such as real estate listings, other listings posted on the manager's own booking website outside of the STR platform, and long-term apartment rental listings.

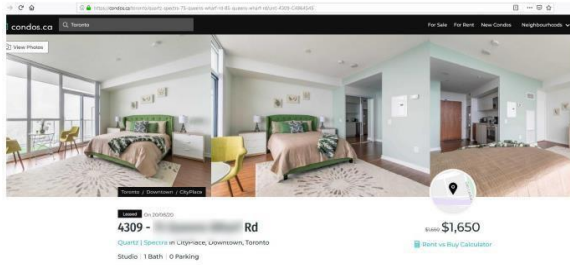
In Figure 14 below, Avenu's STR solution also leverages interior and exterior views of the unit to look at the floor and the angle of the view to compare other known unit numbers, views, and perspectives.

Figure 14 - Avenu's AI auto-determined this unit is on the 24th floor. By using the horizon line, the trained AI can approximate the altitude of the unit and divide by 10' per floor



In Figure 15 below, Avenu determined the left-hand photo from AirBnB that the interior of this unit matches the interior decorations as shown on the sale of this 43rd floor listing, located on Condos.com.

Figure 15 - Interior comparisons



3.3.4 CASE HISTORY – EVIDENCE

Figure 16 provides a Case History report with links for the listing and the operator respectively. The case history contains the following features:

- ▶ 17 Unique Sections including 67 data points assisting The City of Destin to determine tax and code compliance
- ▶ Access to all extracted data from original listing including high quality photos and metadata
- ▶ Listing Screenshot that is an exact multi-screen JPG of the live platform listing time-stamped
- ▶ Clear, organized format of all verified data from human analysts including links to the data sources of the supporting evidence
- ▶ Easy access to license and compliance information at the top of your screen
- ▶ Ability to add compliance notes tools that are automatically attached to the case history when working on a specific case, including when a customer phones in to agree/dispute letters
- ▶ Edit Mode allowing City of Destin staff to enter any additional information as necessary
- ▶ Print to PDF function that is fully customizable by section

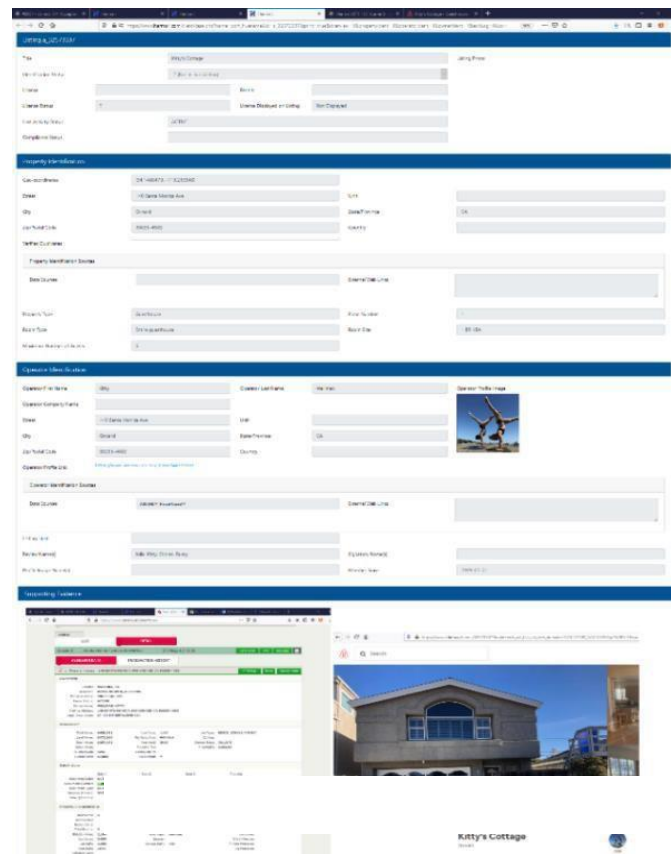
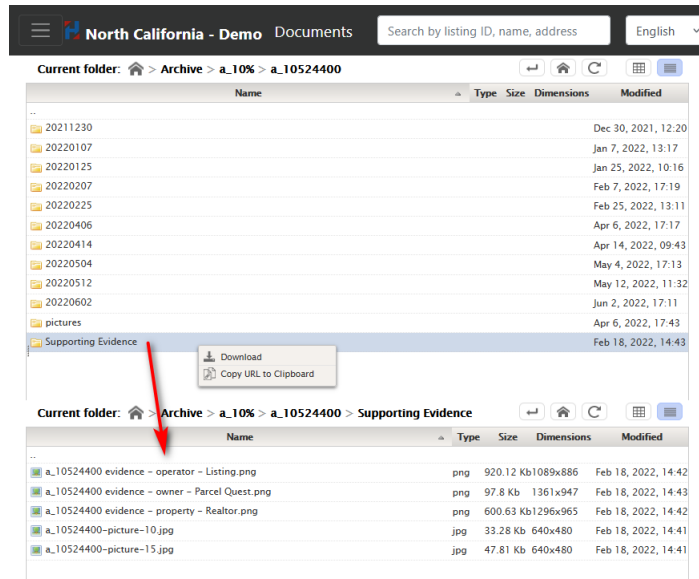


Figure 16 - Case History Report Example

3.3.5 WEB PORTAL ARCHIVE

The Web Portal – Sample Views are shown in Figure 17. The Avenu Team’s proposed solution allows easy access to supporting evidence, Listing Archive Folder, and Export to PDF.

Figure 17 - Easy Access to Supporting Evidence



3.4 STR COMPLIANCE AND ENFORCEMENT

Figure 18 on the following page is a sample Licensing Workflow, which includes a cross-check of all STR data sources, against the business license and STR permit database and produces a report. Active-licensed listings won't be reported to you, they will simply be filtered out to not waste your time. Unlicensed and Inactive Licensees will be sorted by priority score and reviewed by our trained analysts if required.

Once the review is completed, the Notice letters can be auto generated by our software. Once the STR operator receives the notice letter, she can then go through the registration process and become compliant. The new licensee will then be fed back into the database for next month's cross-checking report and will no longer be sent any Notice letters.

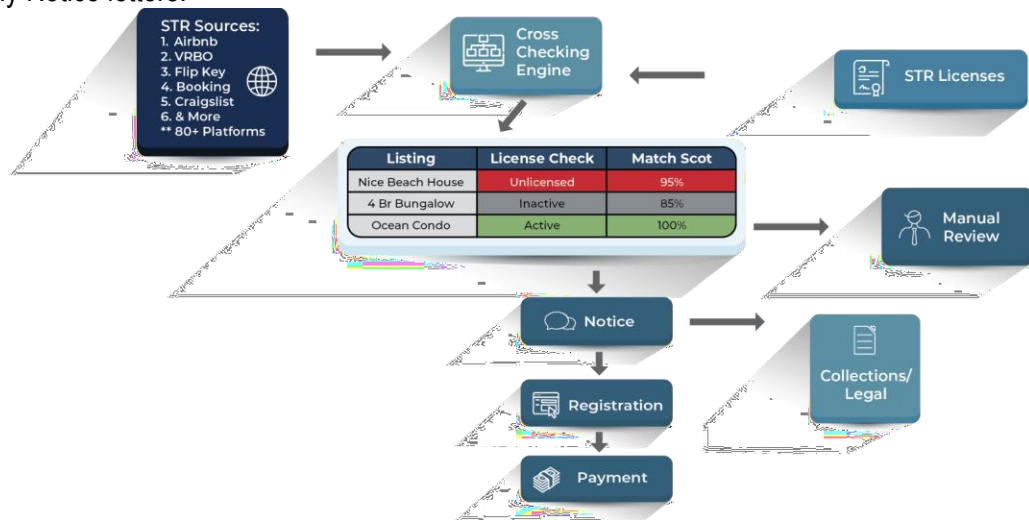


Figure 18 - Licensing Workflow

3.4.1 COMPLIANCE AND OUTREACH

Figure 19 presents an auto-generated mail merged letter, and activities questionnaire with pre-populated listing ID #s to assist with addressing the compliance gap. Listings with Identification status “Owner/Address Match” will go to owner/operators, and Identification status “Operator/Address Match” will go to property management agencies and the language of the letter can be adjusted for each.

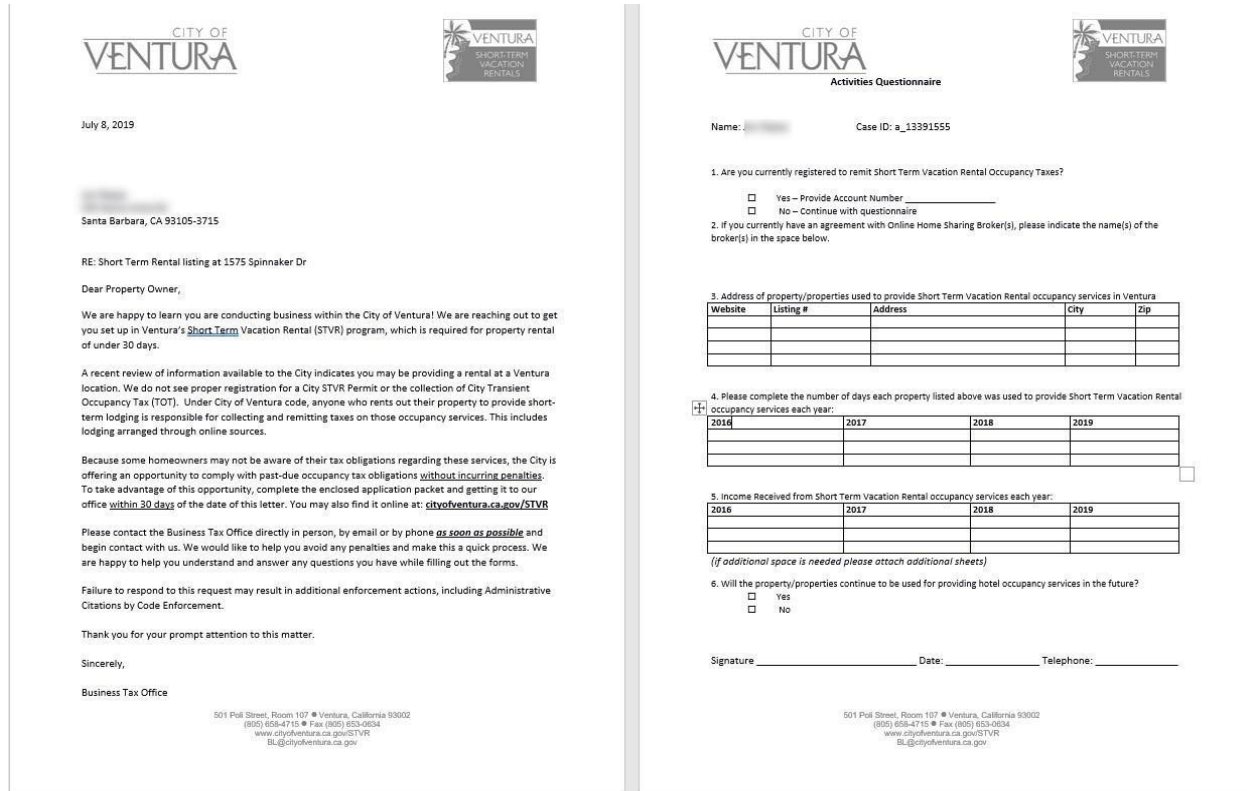


Figure 19 - Auto-Generated Mail Merged Letter

Avenu’s proposed STR solution will accept monthly uploads of STR operators that are filing Lodging Tax and/or permit and/or business license data, to measure which STR operators are now in compliance and who has not.

Figure 19 presents example results for outreach and the positive outcomes obtained by bringing new and unregistered STR operators into compliance.

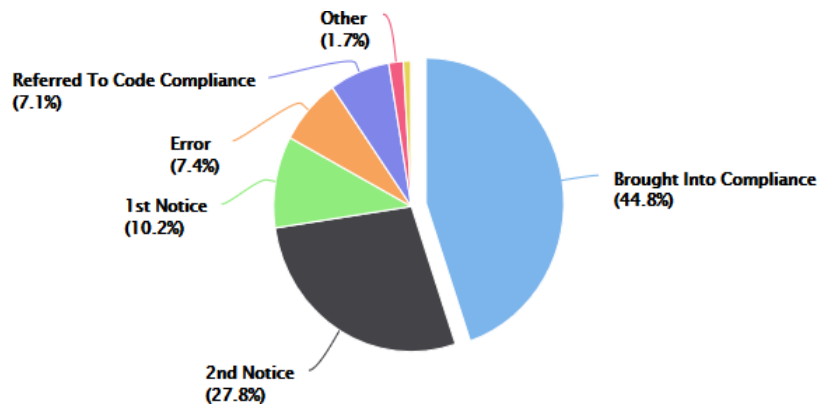


Figure 20 - Sample results for phone and letter-based outreach

3.4.2 COMPLIANCE ANALYTICS

Avenu's STR web portal also has add-on offerings to enhance the compliance effort.

- ▶ Calendar booking analytics which track when bookings are made on the STR operator's booking calendar. Example in Figure 20 shows statistics on average stay frequency and stay duration. Beside the Revenues module of each Case History, a user can pick a specific Calendar Download Date to download a CSV file containing discrete check-in, and check-out dates that were **not available** to a guest at the time the calendar was checked. **Note:** calendar blocked dates do not guarantee a revenue-generating stay occurred.
- ▶ Timestamped JPGs (Figure 22) which are web-browser rendered (WYSIWIG) format snapshots of what the STR listings looked like live on the platform. This is very useful for fly-by-night listings that only pop up for short periods of time, accept a booking and then shut down.
- ▶ Edit Log records, which enumerates how all information changes, when it changes (date/time, field, old value, new value). This is useful for code compliance cases when the number of bedrooms or maximum guests listed exceeds what is allowed per ordinance.
- ▶ Quickly and easily add compliance notes for people who call in and agree, dispute, or have questions on the letters they receive (Figure 23). Notes entered keep us updated on your activities to suppress those leads for next month, so that you don't get the same leads every month. This maximizes the efficiency of going through the data.

Calendar Bookings Analytics

Figure 21 - Booking and Reviews Data Including Average Stay Length and Stay Frequency

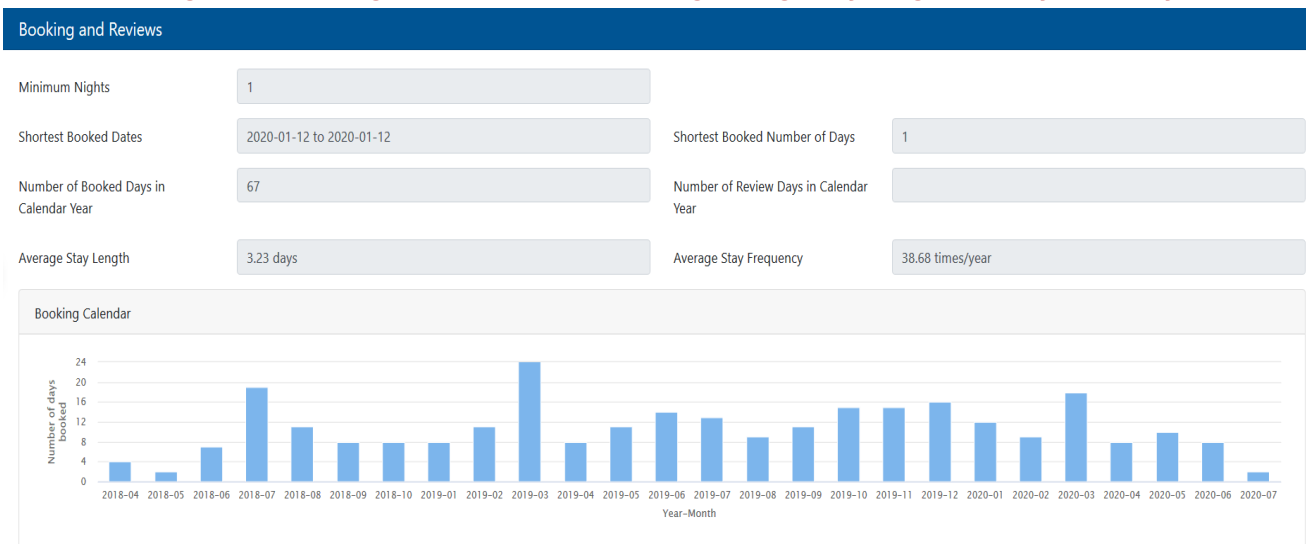


Figure 22 - Time Stamped JPG

The screenshot shows a web application interface for 'North California - Demo'. It features a table titled 'Listing Screenshots (47)'. The table has columns for 'Date', 'Name', and 'Content'. The 'Date' column lists various dates from 2021-12-03 to 2022-02-25. The 'Name' column lists files like '20220225_listing-screenshot.jpg'. A red arrow points to the entry dated 2022-02-25.

Date	Name	Content
2022-02-25	20220225_listing-screenshot.jpg	Open in new tab
2022-02-25	20220225_listing.html	Open in new tab
2022-01-25	20220125_listing-screenshot.jpg	Open in new tab
2022-01-25	20220125_listing.html	Open in new tab
2021-12-30	20211230_listing-screenshot.jpg	Open in new tab
2021-12-30	20211230_listing.html	Open in new tab
2021-12-06	20211206_listing-screenshot.jpg	Open in new tab
2021-12-06	20211206_listing.html	Open in new tab
2021-12-03	20211203_listing-screenshot.jpg	Open in new tab
2021-12-03	20211203_listing.html	Open in new tab

Figure 23 - Track Compliance Notes, Disputes and Activity

The screenshot shows a 'Frisco TX Short Term Rentals - Compliance Activity' dashboard. It features a bar chart titled 'COMPLIANCE OVERALL' and a table titled 'Compliance Activity'.

COMPLIANCE OVERALL

Category	Count
1st Notice	150
2nd Notice	85
Non-Compliance	2
Brought Into Compliance	154
Error	22
Escalated/Referred	10
Other	209

Compliance Activity

ID	User/Office	Case ID	Time	Target Date	Activity/Status	Details	Resolution	Name	Phone	Email	Address	Explanation
637	automated	v_	2023-01-27 00:00:00		ANALYST NOTES	Presumed duplicate of						
636	automated	v_	2023-01-27 00:00:00		ANALYST NOTES	Presumed duplicate of a_5						
624	pl	a_70675	2023-01-26 00:00:00	2023-01-26 00:00:00	THIRD LETTER SENT	Code Enforcement sent third letter						
623	pl	a_80218	2023-01-26 00:00:00	2023-01-26 00:00:00	THIRD LETTER SENT	Code Enforcement sent third letter						
625	pl	b_	2023-01-26 00:00:00	2023-01-26 00:00:00	THIRD LETTER SENT	Code Enforcement sent third letter						
626	pl	a_	2023-01-26 00:00:00	2023-01-26 00:00:00	THIRD LETTER SENT	By Code Enforcement						
632	pl	a_	2023-01-26 00:00:00	2023-01-26 00:00:00	THIRD LETTER SENT	Code sent third notice						
635	pl	a_	2023-01-26 00:00:00	2023-01-26 00:00:00	THIRD LETTER SENT	Code Officer sent third letter						
620	automated	v_	2023-01-24		ANALYST NOTES	Presumed duplicate of						

Avenu's system is capable of integrating with 3rd party software through different methods manually and/or automated. Our automated integration process involves an API setup that establishes connection to your database to push and pull data at a set frequency.

Our manual integration method includes an export/import process of XML, CSV and XLSX files. This method allows staff to export data in a set format from the source system and import that said data into the destination system assuming data field mappings have been established and completed.

3.5 SAMPLE REPORTS

Avenu fully understands the importance of a simple, easy to use, and intuitive way to run reports. Avenu's proposed solutions' interface has been designed following two main principles:

- ▶ Be as simple as possible while covering all the needs of the user.
 - We have iterated with users until finding the optimum design implemented in the current version of the Avenu STR solution.
- ▶ Be as intuitive as possible, so that the learning curve can be accomplished in few hours. None of The City of Destin' employees will require more than 2 hours to become familiar with the tool and to leverage its potential.

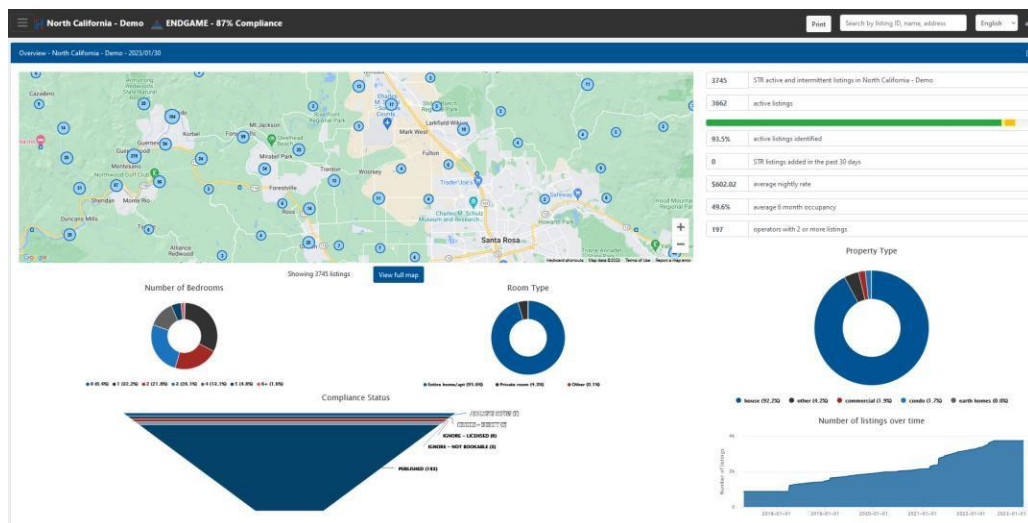
Easy navigation from start to information:

- ▶ Minimum number of clicks required to get to Case History
- ▶ Mobile-friendly interface
- ▶ Edit Mode – perfect for field work by Code Compliance

3.5.1 DASHBOARD, MOBILE READY AND SEARCHING

Shown below is the Web Portal – Sample View (Figure 24) of Avenu Team's proposed solution which has a three-Line Corner Menu to access all modules, Bubble Map showing STR density, and Charts for compliance and analytics

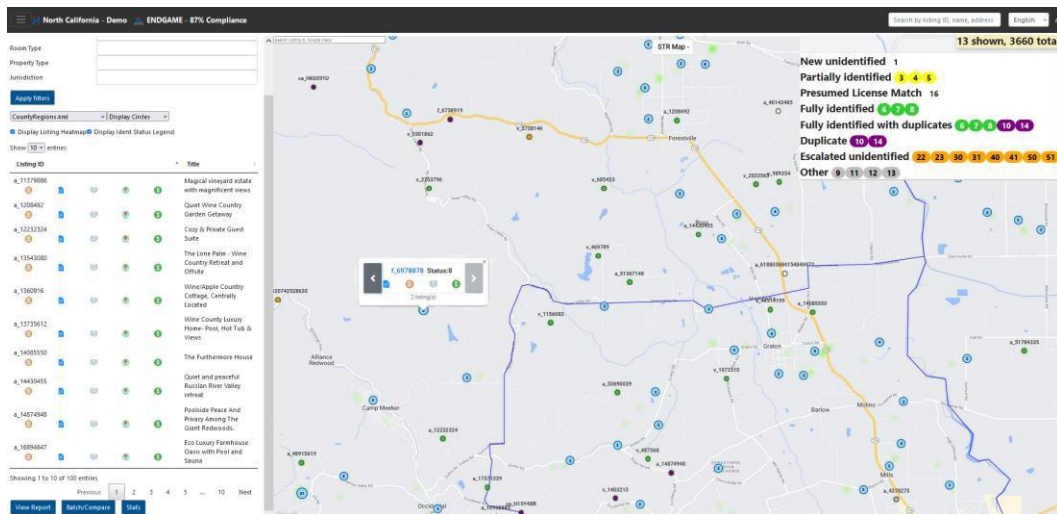
Figure 24 - Sample Web Portal View



Identification Progress Bar on the right shows you progress being made (including escalations) in real-time by our STR Analysts who are working through daily listings to determine if it's a new property to the data set or an additional listing for an established permit.

Shows a Map-based navigation which shows the Identification Status in the legend, and list-results as if you're using Google Maps!

Figure 25 – Map based navigation with legend for Identification Status



Our proposed solution is mobile ready with a web portal can be accessed from desktop PC's Macs, mobile, or tablet and will adapt to the screen size of each, as shown in Figure 26.

Figure 26 - Mobile Ready



Avenu's proposed solution allows for search by address, owner name, operator name, parcel number, permit number, URL, Listing ID (see Figure 27) and results are grouped.

Figure 27 - Variety of Search Options Available

Listing matches for: bodega

Person/Company name (100) Listing title (100) Person/Company address (13)
 Listing address (92) Owner/Operator name (100) Owner/Operator address (12)

Rank	Listing ID	Title	Address	Links
1	v_10516	Bodega Bay- easy access view home in Bodega Harbor South	over	
2	v_659	Romantic-180° Water Views Pt. Reyes-Bodega Bay, Spa-FP-Quiet-Wildlife-Beach-Golf	heron	
3	b_504	Bodega Bay Inn	re	
4	b_525	Bodega Coast Inn and Suites	east	
5	f_920	Bright Bodega Bay House rental with Deck	bodega	
6	a_324	Quiet & Tranquil Seaside Bodega Bay Retreat	anz id	
7	f_884	Adorable Bodega Bay vacation House with Housekeeping Included	ard Ct	
8	f_884	Cozy House in Bodega Bay with Deck, sleeps 9	ing Ct	
9	b_430	Bodega Harbor Inn	bodega	
10	v_655	Wonderful Views of Dillon Beach and Bodega Bay	seana	

Showing 1 to 10 of 100 entries Previous 1 2 3 4 5 ... 10 Next

Batch/Compare

3.5.2 ON-DEMAND EXPORT REPORTS

Rather than requesting a monthly report, Avenu’s STR solution makes the process of getting a report as simple as possible. You can request any of our seven different reports with six different filters (see Figure 28). With a few clicks you have direct access to exactly what you need. We can even schedule weekly or monthly emails with progress reports attached.

Figure 28 - On Demand Reports

Frisko TX On Demand Reports Search by listing ID, name, address English

Fill out these fields, submit, and report(s) will be emailed when ready. Please be patient. Once started, report(s) will be delivered regardless of browser navigation.

Mail Merge

Email *

Report Type *

 Full details of the listings, owner, operator, occupancy, tax, important dates, and other metadata (74 columns)

Filter *

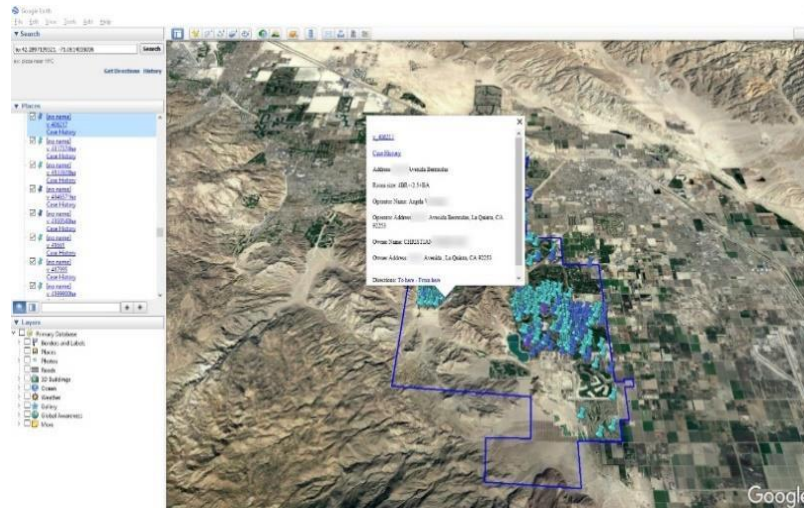
 Listings within the jurisdiction boundaries based on shapefile (includes active, intermittent, or zombie)

Submit

On-Demand Export Report templates include:

- ▶ Full Report with 87 columns of data
- ▶ Master Report of 16 columns for the public / Council meetings
- ▶ Mailout Report of 26 columns for sending letters
- ▶ Violations Report as mentioned below
- ▶ GIS export compatible format shown in Figure 29

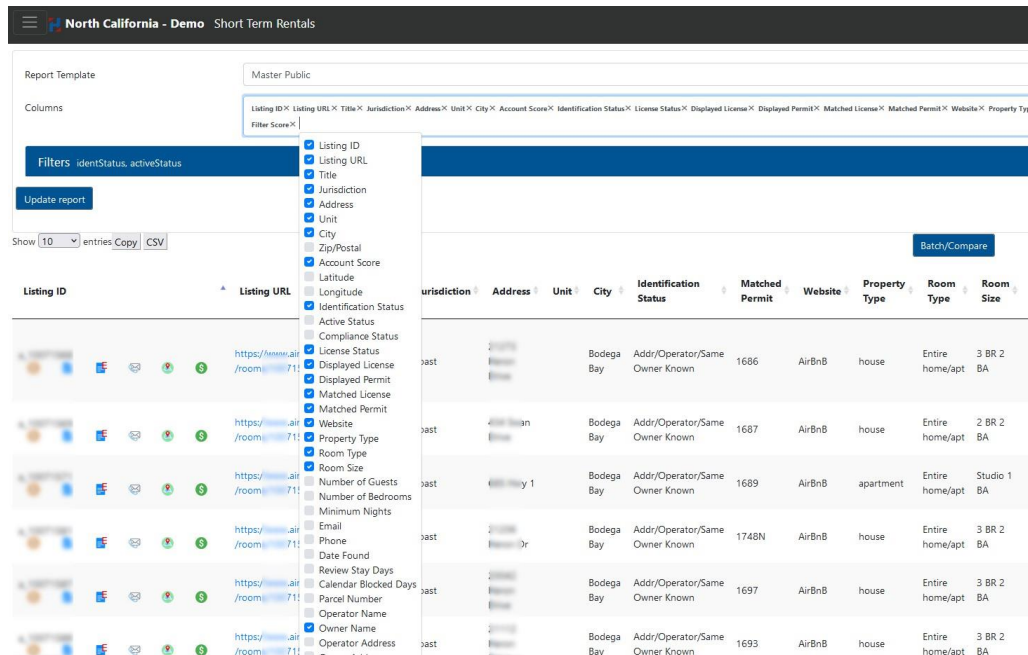
Figure 29 – GIS Export-Compatible Format



3.5.3 ON-DEMAND VIEW REPORTS

City of Destin staff may generate their own ad-hoc reports with 25+ columns available, using 15+ different filters as shown in Figure 30

Figure 30 - Staff Can Create Ad-Hoc Reports



3.5.4 VIOLATIONS REPORT

Avenu's proposed solution can generate a **Violations Report** which contains any STRs that have the following:

- ▶ Advertised a maximum guest occupancy that exceeds the number allowed based on permit
- ▶ Any upcoming or past stays on the rental's calendar that are fewer than the minimum nights required to be exempt from STR registration (e.g. a less than 30-night stay)
- ▶ Any hotline complaints that resulted in an escalation to Code or Police
- ▶ Any escalated complaints from outreach that have been exhausted by the vendor (e.g. hanging up on call, 2 letters / 2 mailouts without response, disputed evidence)
- ▶ Other data (customizable to your needs)

A screenshot is provided in Figure 31. The report is currently sorted by the greatest number of violations descending, but can be customized based on violation type, severity, and frequency. Should The City of Destin require additional violations to be detected, columns can simply be appended to the right of this report.

Figure 31 - Violations Report

Listing ID	Listing Title	Property Address	Unit	City	St	Zip	Signatory Name (s)	Identification	Licensing	Matched Rental Property License	Web-site	Number of Guests	Violation List	Violation Date Range	Compliance Activity	Compliance Activity Date Range	Hotline Complaint	Number of Violations	Violations Score (sorted)
a_53612873	Renovated Luxurious Modern Farmhouse	3850 N Wolff St.		Denver	CO	80212	Ryan	Addr/Operator /Same Owner Known	UNLICENSED		website	14	COMPLAINTS – MULTIPLE ISSUES COMPLAINTS – NOISE/PARTIES COMPLAINTS – NOISE/PARTIES	FROM 2021-06-28 TO 2021-06-28			COMPLAINTS – MULTIPLE ISSUES COMPLAINTS –	12	166
b_7756954	2 king beds, Newton, sunroom, and bright kitchen in Denver.	4928 N Newton ST		Denver	CO	80221		Addr/Operator /Same Owner Known	Active	***2021-BFN-0007527	website	2	COMPLAINTS – PRIMARY RESIDENCY COMPLAINTS – MULTIPLE ISSUES	FROM 2021-11-03 TO 2021-11-03	IGNORE - EXEMPT	FROM 2021-11-03 TO 2021-11-03	COMPLAINTS – MULTIPLE ISSUES COMPLAINTS –	8	129
a_48398931	Lohi Luxury Lodge, Heart of Denver.	2719 W 32nd AVE		Denver	CO	80211	Jake	Addr/Operator /Same Owner Known	Active	***2021-BFN-0001287	website	4	COMPLAINTS – PRIMARY RESIDENCY COMPLAINTS – PRIMARY		PUBLISHED	FROM 2021-07-14 TO 2021-07-14	COMPLAINTS – NOISE/PARTIES COMPLAINTS –	7	112
a_39791711	High-End Home 2 Miles to Wash Park & Cherry Creek	700 S Filmore ST		Denver	CO	80209	Evolve	Addr/Operator /Same Owner Known	UNLICENSED		website	6	COMPLAINTS – PRIMARY RESIDENCY COMPLAINTS – PRIMARY		SUSPECTED NON-COMPLIANCE	FROM 2022-01-13 TO 2022-01-13		7	100
a_52130786	Cheerful 5-bedroom residential home with patio	21340 E 48th Pl	104	Denver	CO	80249	Aabi	Addr/Operator /Same Owner Known	Active	***2021-BFN-0008944	website	10	COMPLAINTS – MULTIPLE ISSUES COMPLAINTS – PRIMARY RESIDENCY					5	72
a_6206571253	Beautiful 3 Bedroom Home, Great Denver Location!	1555 S Garfield St	1201	Denver	CO	80210	Daniel	Addr/Operator /Same Owner Known	UNLICENSED		website	8	COMPLAINTS – PRIMARY RESIDENCY COMPLAINTS – PRIMARY		PUBLISHED	FROM 2021-07-14 TO 2021-07-14		5	69
a_12008338	Eco-Friendly Sunnyside Bungalow	4209 N Mariposa ST		Denver	CO	80211	Rob	Addr/Operator /Same Owner Known	Invalid	***2016-BFN-0004195	website	4	COMPLAINTS – PRIMARY RESIDENCY COMPLAINTS – PRIMARY				COMPLAINTS – NOISE/PARTIES COMPLAINTS –	4	52
a_27953051	% OFF Jan: Beautiful Historic Home in Top Location	1437 Columbine St	A	Denver	CO	80206	Joshua	Addr/Operator /Same Owner Known	Active	***2021-BFN-0005019	website	10	COMPLAINTS – PRIMARY RESIDENCY COMPLAINTS – PRIMARY					3	48
a_6204916116	Stunning & spacious 3-bed home	3459 N Quivas ST		Denver	CO	80211	Mike And	Addr/Operator /Same Owner Known	Active		website	6	COMPLAINTS – PRIMARY RESIDENCY COMPLAINTS – NOISE/PARTIES					4	46

3.5.5 INSIGHTS REPORT

Our Insights module dashboard (Figure 32) helps find keywords around themes to assist with compliance. We have grouped those themes below:

- ▶ **COVID-19** – reviews that show vacations cut short due to the restrictions, or listings that now advertise they are “sanitized,” or offer “self-isolation.”
- ▶ **Events** – reviews mentioning they held an event, wedding, or a party at the rental, so Cities know that they require a permit, or enforce quiet hours at night, etc.
- ▶ **Fees/Taxes** – any mention of paying extra charges, or cash that are part of the taxes to be reported can be tracked by tax collectors
- ▶ **Overcrowding** – mention of too many people in a rental, or bunkbeds or rooming house causing safety issues for the neighborhood
- ▶ **Unclean, Mold, Pests** – health issue for rentals that are run-down and not maintained
- ▶ **Safety** – safety related issues, secondary units (basement units, carriage houses, etc)
- ▶ **Unhosted Rental** – keywords or phrases that help find violations of primary residency. City of Destin staff can enter their own custom keywords to gain local specific insights, as shown in Figure 29.

Figure 32 - Insights Module Dashboard

The screenshot shows the Carahsoft Insights Module Dashboard for Denver, CO. At the top, there is a search bar and navigation tabs for various themes: COVID-19, Events, Fees/Taxes, Overcrowding, Mold, Unclean, Safety, Pests, Unhosted Rental, Fees/Taxes, and Unhosted Rental. Below the navigation, there are two main sections: 'Frequent phrases' and 'Selected phrases'. The 'Frequent phrases' section shows a table with columns for 'Phrase' and 'Occurrences'. The 'Selected phrases' section shows a table with columns for 'Listing ID', 'Title', 'Approximate address', 'Bedrooms', 'Guests', and 'Occurrences in listing'. The table lists several listings with their respective details.

Figure 33 –Search Within Reviews

Review Date	Review Text
2020-02-10	Priscilla's place is by far the nicest Airbnb I have ever stayed at. If you are even contemplating booking, book this place! We went for a long weekend with 7 girls for my sisters bachelorette party. The house is AMAZING. So clean, so much space for everyone plus more and don't even get me started on the backyard it is so beautiful. We honestly could have just stayed at the house relaxing in the pool and hot tub for the whole weekend and been completely satisfied. Having coffee out on the patio was a great way to start our mornings, and the location was perfect a quick uber to wherever we wanted to go. I could keep going on about how amazing this place is, but all I will say is if we are ever back in ft. Lauderdale I would love to have the opportunity to stay at Priscilla's place again!
2019-11-24	Priscilla's house was absolutely perfect! Everything exceeded expectations by far. We had a college reunion and there was more than enough space for our group of 10 adults. She was so accommodating and the house had everything we needed. Lots of leftover party supplies & space but is also in a quiet area that is perfect for relaxing. Best of both worlds, we did not leave the pool the entire time! Thank you so much Priscilla! Would definitely recommend and stay again.
2019-11-17	This is the best Airbnb experience I have ever had. The description of the place, the pictures are all accurate, if anything, they do not do the place justice. Priscilla goes above and beyond with nice touches; the beds are comfortable and the house is very practically laid out and stocked with everything you would expect, even for our bachelor party of 8 guys in our 30's who like to cook. Every one of us were super comfortable and they were all singing my praises for booking this house. The scenery and location are ideal; it was so nice to wake up, make coffee and have it out in the lounge chairs overlooking the water. Groceries for grilling etc were only a five minute Uber ride away and Priscilla also provides convenient delivery options which we utilized. You are also close to downtown, restaurants, bars etc. I'm conclusion, the place and the hosts are first rate fantastic! Don't hesitate to book!

3.5.6 TOP HOSTS

For customers with large-short term rental inventory, it makes sense to approach hosts with large multi-listing inventories to make great gains in compliance with reaching a few hosts. Simple steps get to results as in Figure 34:

1. Click the user ID of the host in each platform
2. The Host contact information, web links, mailing address appear in the top right, while the associated listings show up in the lower right panel

Figure 34 - Top Hosts Review

Top Hosts
Suspect Hosts

Date:

Top Hosts, all platforms, having at least 10 listings with Active(1) status

Hosts

Copy CSV Show 10 entries Search:

Number of Listings	User ID	User name
65	au_10202618	Simply Comfort
52	au_152088065	Gennadi
46	fu_97726	Pelican Executive Vacation Suites
42	au_785826	Arlene
41	au_4124418	Ashish
34	au_327456656	Gevorg
34	au_135718015	Ak
29	au_301014754	Sonder (Toronto)
28	au_211526817	Golsana
26	au_1919294	Toronto Suite Rentals

Showing 1 to 10 of 69 entries

Previous 1 2 3 4 5 6 7 Next

Identified Operator

First Name: reservations@simplycomf Last Name: Phone: 1 (437) 886 4396 Profile Image

Company Name: Simply Comfort

Address: 2225 Sheppard Ave E, North York, ON, M2J 4Y1

Profile Link: <https://www.airbnb.ca/users/show/10202618>

Identification Sources

Data Sources: External Website, Realtor External Web Links: <https://simplycomfortsuites.com/cont>

Selected host: au_10202618

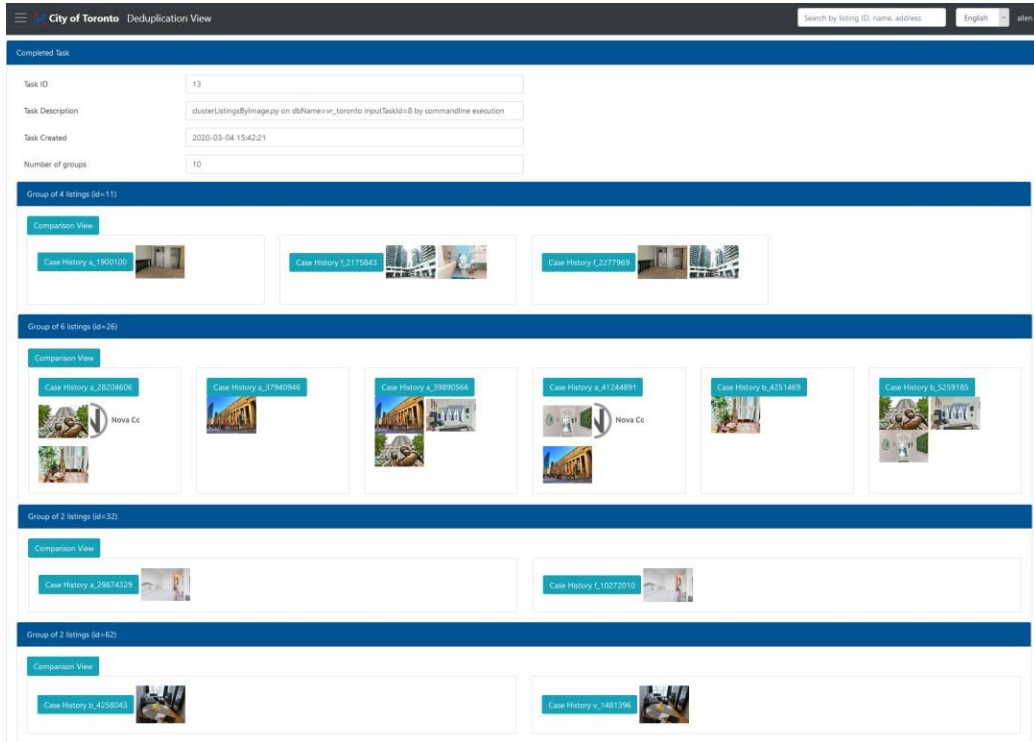
Copy CSV Show 10 entries Search:

Listing ID	Listing Title	Address	Identification Status	Reviews	Bedrooms	Guests
a_22069427	UV DISINFECTION Unbelievable 43FL CNTower View	26 Grand Trunk Crescent	Presumed Duplicate	67	2 BR 1BA	3
a_30631030	UV DISINFECTION Unbeatable 66fl Downtown View	19 York St	Unverified	42	1 BR 1BA	3
.....	UV DISINFECTION	3 Bremner	Presumed

3.5.7 CLUSTERING VIEW

Figure 35 shows a sample of our Clustering Task view interface, with listings from different websites with prefixes a=Airbnb, v=VRBO, f=Flipkey, b=Booking, to assist with matching clients

Figure 35 - Clustering Task View Interface



3.5.8 CUSTOMIZED REPORTING BY ZONING

Some ordinances are complex in nature, whereby STRs are allowed in some designated zones, disallowed in others, and furthermore have caps in others (e.g. by density percentage, number of permits, each STR at least a fixed distance apart). Avenu STR displays districts and HOAs with customized workflows similar to how City of Destin is organized. See below Map interface which allows both visualization and filtering by districts or zones, shown in Figure 36.

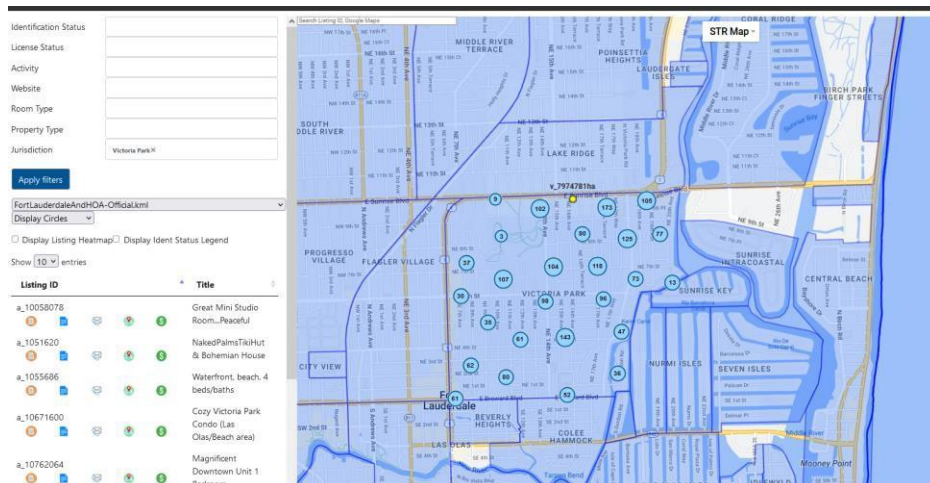


Figure 36 - Customized Filters and Compliance Reporting for Zoning-specific STR ordinances


3.5.9 CONTINUOUS MONITORING AND REPORTING OF NON-COMPLIANCE

The Avenu STR proactively monitors continuously for key changes to the STR listings that may regress back into non-compliance. For example:

- ▶ STR listing was taken down by the host, marked IGNORE TAKEN DOWN by the City of Destin staff member, and then the host brings it back up again 30 days later
- ▶ STR listing's minimum night stay was change to 31 or more nights, marked IGNORE EXEMPT by the City of Destin staff member, and then the host changes it to below 31 nights after one week
- ▶ STR listing maximum guests was within exceedance by the host, marked IGNORE MAX GUESTS by the City of Destin staff member, and then the host changes maximum guests to out of tolerance


In such cases, City of Kissimmee staff will be emailed a notification that something has changed, and they should investigate the case history report for further enforcement actions. See Figure 37 for an example notification.

Ignore - Taken Down rental listing v_9387805ha recently became active

 Notifications Harmari
To: Allen Atamer

 Reply  Reply All  Forward  

Thu 3/31/2022 12:00 AM

 You forwarded this message on 3/31/2022 6:00 PM.
If there are problems with how this message is displayed, click here to view it in a web browser.

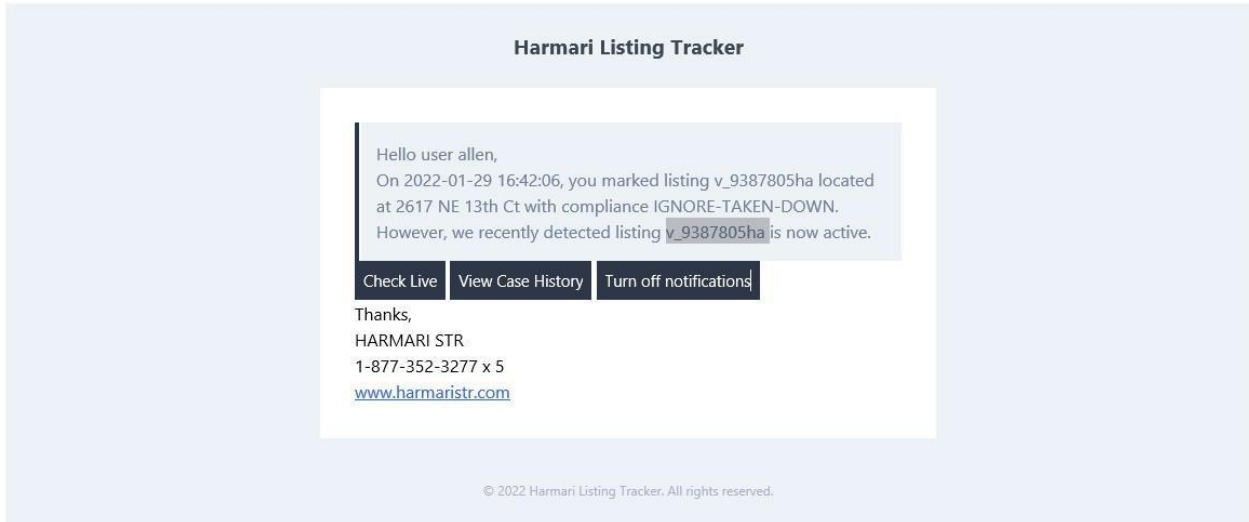


Figure 37 - Notification that a Non-compliant listing that was taken down is back up

3.6 PERMITTING AND TAX COLLECTION PORTAL

Avenu's STR Permitting feature allow for citizens to easily register and renew permits via a self-service portal. Our interface is designed to support both single property and multi-property requirements allowing for taxpayers to interact with the City of Destin from the web or via walk in at a City of Destin terminal. The data required in our Permit module flows seamlessly to the STR monitoring and tax applications allowing for reduced errors in rekeying data and dramatically improving the speed in which The City of Destin can make decisions.

In addition, your citizens will have the ability to pay their first-time permit applications and their renewal applications. Our solution provides multiple payment methods for your citizens to complete the entire permitting process at the same time.

Figure 38 **shows three screenshots** regarding a view from the property owners' perspective where they can locate all their properties, and indication of when the property is due for renewal and the ability to renew existing properties, add new properties as part of the application process.

Figure 38 - Short Term Rental Permit 3 Screenshots with a Property Owner Perspective)

Sub-Figure 1

Short Term Rental Permit

Show Properties: Active (4) Inactive (0) On This Application (2) Add New Property

Properties on this application

Permit #	Property Name / Unit #	Operator Name	Status	Fee	Actions
2015-663434	AQUARIUS CONDOMINIUMS, 407	SANDRA DOTSON (SANDRA DOTSON)	OK	\$0.00	Edit Remove Clone
NEW	AQUARIUS CONDOMINIUMS, 433	SANDRA DOTSON (SANDRA DOTSON)	OK	\$50.00	Edit Remove Clone

Remove All

Back Save and Continue Later Next

Sub-Figure 2

Return Successfully Filed

Jurisdiction or Return Name	Confirmation	Amount	Convenience Fee/ Surcharge	Total	
Short Term Rental Permit	NFOQQP629K	\$50.00	\$0.00	\$50.00	PRINT/VIEW

- The Confirmation Number displayed indicates that the return and payment information will be made available to the taxing authority on the File Date selected.
- The printable copy of the return renders as a PDF. Please download/use Adobe Reader to view the return.

DONE

Sub-Figure 3

Short Term Rental Permit

Show Properties:

Active (4)

Inactive (0)

On This Application (0)

Add New Property

Active Properties

Permit #	Property Name / Unit #	Operator Name	Renewal Date	Actions		
2015-663434	AQUARIUS CONDOMINIUMS, 407	SANDRA DOTSON (SANDRA DOTSON)	3/1/2023	Renew Permit	Clone	Make Inactive
2015-265989	AQUARIUS CONDOMINIUMS, 507	SANDRA DOTSON (SANDRA DOTSON)	3/1/2023	Renew Permit	Clone	Make Inactive
2015-912101	AQUARIUS CONDOMINIUMS, 807	(GREG DOTSON)	6/8/2022	Renew Permit	Clone	Make Inactive
2015-154899	AQUARIUS CONDOMINIUMS, 906	(SANDRA DOTSON)	6/8/2022	Renew Permit	Clone	Make Inactive

Renew All (Skip Edit / Review)

Back

Save and Continue Later

Next

3.6.1 MULTI-DEPARTMENTAL APPROVAL SCREEN

In addition, Avenu will make some configurations as part of the onboarding process to set up multiple levels of approvals needed for your City of Destin (Figure 39). This ensures that after a permit application is submitted, it is then routed to the proper department for review and approval.

Figure 39 - Multi-Departmental Approval Screen

License	Department	Account No.	Start Date	Date Added	Status	Add Note to License
License: 9137001073 - DAVINCISKY GROUP INC (2024 3RD AVENUE NORTH SUITE 204, BIRMINGHAM, AL)	PLANNING	471957	09/12/2019	12/28/2019	Under Client Review	
	TAX AND LICENSE	471957	09/12/2019	12/28/2019	Under Client Review	
License: 9137001106 - OVERWATCH SECURITY ADVISORS LLC (6 OFFICE PARK CIR STE 100, BIRMINGHAM, AL)	PLANNING	471799	06/01/2019	12/30/2019	Under Client Review	
	TAX AND LICENSE	471799	06/01/2019	12/30/2019	Under Client Review	
License: 9137001875 - XTRAORDINARY FINANCIAL SOLUTIONS LLC (500 GENE REED RD STE 113B, BIRMINGHAM, AL)	PLANNING	492899	01/01/2020	01/09/2020	Under Client Review	
	TAX AND LICENSE	492899	01/01/2020	01/09/2020	Under Client Review	
License: 9137003311 - M&J WHOLESALE LLC (7704 1ST AVENUE NORTH, BIRMINGHAM, AL)	PLANNING	493655	01/08/2020	01/18/2020	Under Client Review	
	TAX AND LICENSE	493655	01/08/2020	01/18/2020	Under Client Review	
License: 9137003814 - BLACK ALABAMIANS FOR EDUCATIONAL OPTIONS (444 PRICE DR, BIRMINGHAM, AL)	PLANNING	493713	01/01/2020	01/20/2020	Under Client Review	

Select the appropriate status in the dropdown for each business. Then click "Submit" button when you are ready to save the status change.

SET ALL BUSINESSES TO 'APPROVED'

UNDO SET ALL

SUBMIT

3.6.2 TAX FILING AND PAYMENT PORTAL

For Full-Service Administration customers who use our Tax Module, Avenu works with the City of Destin to ensure that for every registered, permitted, identified STR that we have a corresponding Tax Filing,

Business License and associated License and Tax Payment(s). The following 4 screenshots in Figure 40 and Figure 41 are representative of the filing and payment processes that a property owner would use.

The Tax Module uses the same database, and this ensures appropriate set of controls, ensuring every commercial business is in compliance while reporting and paying the correct amount.

Figure 40 - Filing Period Example

Filing Period: Jun 2022 **File Date:** 4/27/2022

Return will **not** be filed and payment will not be processed until the **FILE DATE** specified above.

1. **Select Jurisdiction:**

2. **Select Business Description:**

3. **Select Business Class:**


ADD

Jurisdiction	Type	Code	Taxable Receipts	Rate	Tax Due	Discount	Penalty	Interest	Total	Modify
Hilton Head Island	30	11	\$62,500.00	7.00 %	\$4,375.00	\$0.00	\$0.00	\$0.00	\$4,375.00	EDIT
	9	11	\$62,500.00	2.00 %	\$1,250.00	\$0.00	\$0.00	\$0.00	\$1,250.00	
Total for Jurisdictions:					\$5,625.00	\$0.00	\$0.00	\$0.00	\$5,625.00	

CANCEL **SAVE & CONTINUE LATER** **NEXT**

Figure 41 - Three Screenshots with Sample Accommodation Tax Calculation Grid, Payment & Confirmation Screens

Sub-Figure 1



Taxpayer Information
 BUSINESS LOCATION #1 CHANGED
 Business Trade #1
 1151 Rue Saint-Jean
 Quebec, QC G1R 1S3
 Filing Period: Jun 2022
 Account #: 123456
 Confirmation #: O90N50BUOE
Filed Online at SalesTaxOnline.com

Hotel Occupancy Tax
Remittance Address:
 Avenu Insights & Analytics
 ATTN: TX Hotel Occupancy Tax
 PO Box 830725
 Birmingham, AL 35283-0725
 Phone (866) 240-3665 • Fax (205) 423-4099
 Email: supportmuni@avenuinights.com Website: www.avenuinights.com

Total Amount Remitted with This Return
\$5,625.00
 Payment Type: Checking

Jurisdiction	Tax Type	Tax Code	Hotel Revenue (City)	Hotel Revenue (County)	Hotel Revenue (State)	Gross Room Receipts	TPID (+)	Less (-) Exempt	Taxable Room Receipts	Tax Rate	Net Tax Due	Less (-) Discount	Plus (+) Penalty	Plus (+) Interest	Total Due	Room Nights Available	Room Nights Rented
Hilton Head	30	11				\$65,000.00		\$2,500.00	\$62,500.00	7.00%	\$4,375.00	\$0.00	\$0.00	\$0.00	\$4,375.00	50	45
	9	11				\$65,000.00		\$2,500.00	\$62,500.00	2.00%	\$1,250.00	\$0.00	\$0.00	\$0.00	\$1,250.00		
Totals:											\$5,625.00	\$0.00	\$0.00	\$0.00	\$5,625.00	50	45
															Convenience Fee/Surcharge:		\$0.00

(Pursuant to local Hotel Occupancy Tax Code – See your local Code for additional information.)

In addition to submitting a return to Avenu on this website, please provide a copy of your quarterly tax report filed with the State Comptroller in connection with the Texas State Occupancy Tax.
 The copy of the quarterly State Comptroller report may be submitted via mail or email to:
 Avenu, Attn: TX Hotel Occupancy Tax PO Box 830725 Birmingham, AL 35283-0725
 Email: supportmuni@avenuinights.com
 **Please reference your online filing confirmation # and Avenu account # **

The confirmation number listed confirms only that you have successfully submitted your tax filing and payment information through this website.
 The confirmation number does not in any way confirm that your payment has been accepted or that the banking / credit card account information submitted is valid.
 If your payment does not process successfully, you will be contacted by the appropriate filing authority.
 If you have any questions regarding your filing and/or payment history, please contact Avenu at (866) 240-3665.

Under penalties of perjury, I declare that I have examined this return and to the best of my knowledge and belief it is true, correct and complete.
 Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.

Taxpayer's Signature Maria Simmons

Date Filed 4/27/2022

Disclaimer: Please note that the administration and rate changes on the Avenu Advisory and Avenu tax forms are updated once the required information has been received, verified and validated in compliance with Avenu policy. Any information received before or after the publication of a Avenu Advisory or tax form will not be guaranteed to appear on said forms until all such requirements have been met. Avenu is not responsible for incorrect information and/or improper use of the information provided. All updates are completed on a timely basis once the requirements have been met. For the most current Avenu administration and/or rate information provided, please visit our website at www.avenuinights.com.

Sub-Figure 2
 Return Successfully Filed

Jurisdiction or Return Name	Confirmation	Amount	Convenience Fee/ Surcharge	Total	
Avenu DBA MuniServices Hotel Occupancy Tax Return	O90N50BUOE	\$5,625.00	\$0.00	\$5,625.00	PRINT/VIEW

- The Confirmation Number displayed indicates that the return and payment information will be made available to the taxing authority on the File Date selected.
- The printable copy of the return renders as a PDF. Please download/use Adobe Reader to view the return.
- If required, click here to email a scanned copy of your documentation (board certifications, tax documents, IRS statements, etc.) to MuniServices (dummy@salestaxonline.com).

Sub-Figure 3

1.	Gross Room Receipts (Before Exemptions)	65000.00
2a.	Exemption: Legal Exemptions (Required Hotel Occupancy Tax Exemption Certificate Form - See Form)	2500.00
2b.	Total Exemptions	2500.00
3.	Taxable Room Receipts (Line 1 minus 2e)	62500.00
4a.	Tax Rate: HOT	7.00 %
5a.	Tax Due	4375.00
6a.	Penalty	0.00
7a.	Interest	0.00
8a.	Total: HOT	4375.00
4b.	Tax Rate: Venue	2.00 %
5b.	Tax Due	1250.00
6b.	Penalty	0.00
7b.	Interest	0.00
8b.	Total: Venue	1250.00
9.	Total Net Amount Due	5625.00
A.	Total # of Room Nights Available	50
B.	Actual Room Nights Rented	45

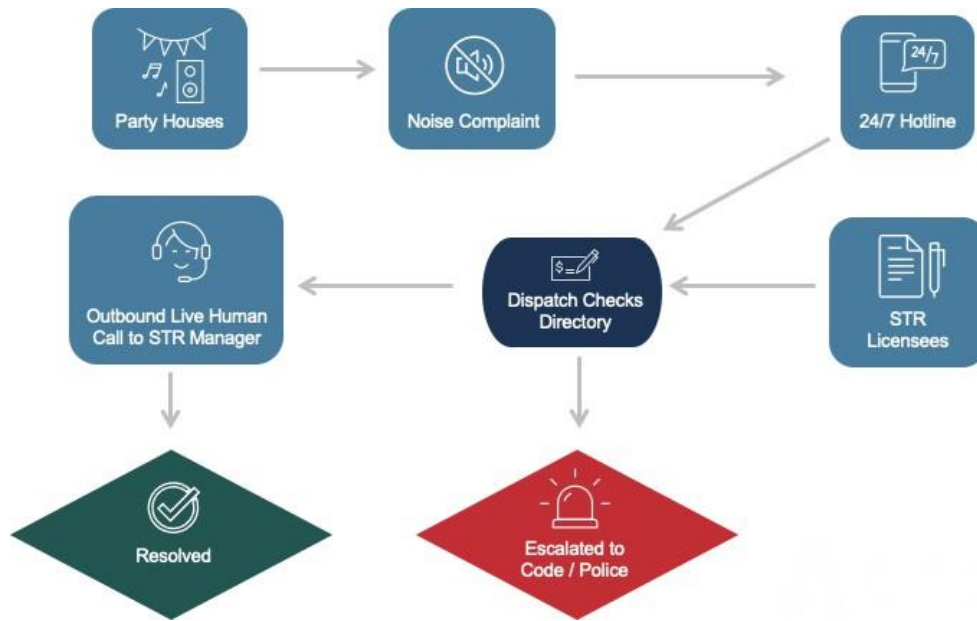
DELETE SAVE

3.7 - 24/7 NUISANCE HOTLINE AND TIPFORM

The 24/7 Hotline offered by Avenu STR, where a live human operator can take down the type of complaint (noise, garbage, parked vehicles, violence, drugs), the address of the incident. Then the 24-hour property manager for the STR will be called back by a live human regarding this incident and to immediately resolve the issue. If that incident is not resolved within 45 minutes, then the dispatcher escalates the call to code enforcement, or to police after hours.

Figure 42 is a flowchart of an actual customized workflow for the 24/7/365 Tipline that Avenu STR has delivered, which is in full compliance with the City of Destin ordinance.

Figure 42 - Flowchart for 24/7 Nuisance Hotline



A web-based tiptform allows the Tipline operator / recorder to submit all information, including auto-completion of the address, and upload evidence of non-compliance directly from mobile device any photo, video or audio (Android or iOS) as shown in Figure 42 below.

Avenu STR's hotline tip submission page features

- Auto-completion of the address
- Upload evidence of non-compliance directly from mobile device any photo, video or audio (Android or iOS)
- Private view for inspection (with all information), and public view (with names removed)

Figure 44: Features of easy to use mobile tipline

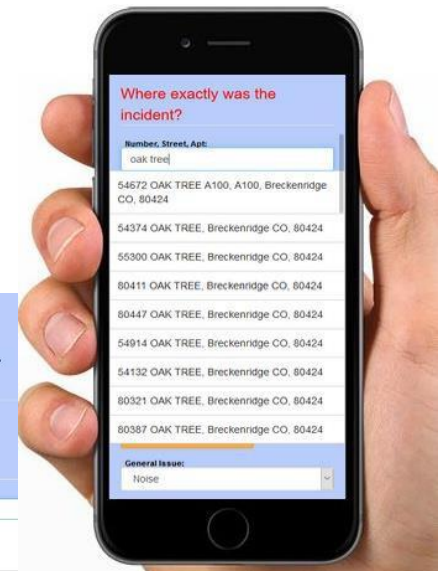
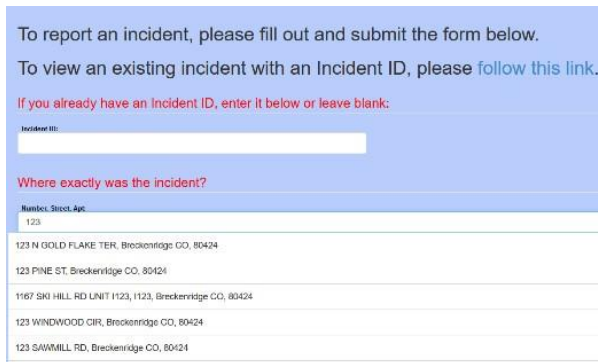
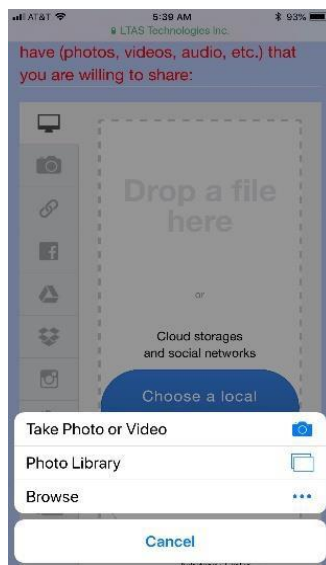


Figure 43 - Mobile Friendly Tiptform

In Figure 45 below please find an example tipline complaint public view (with name/contact redacted) and the private view for City of Destin staff in Figure 46.

Figure 45: Tipline Status - Public View

To report an incident, please fill out and submit the form below.

To view an existing incident with an Incident ID, please [follow this link](#).

If you already have an Incident ID, enter it below or leave blank:

Incident ID:

Where exactly was the incident?

Number, Street, Apt:

City: State: Zip:

What happened in the incident?

Figure 46: Tipline status - Staff view of incident detail and resolution summary

LIAS technologies Inc. (CA) https://www.horizon.com/client/tipline_incident_view.php?name=vt_laquinta

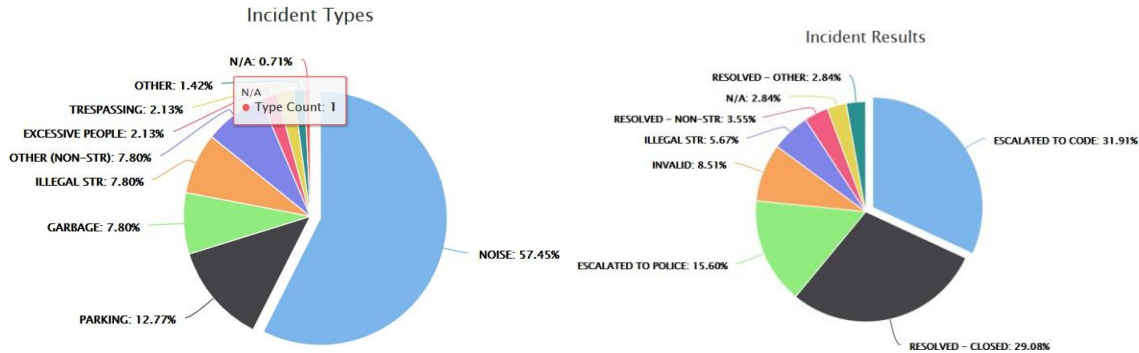
Filter by Activity/Status Date from: 2018-01-01 to 2018-11-30

and Address:

Filter:

ID	CSR	Date	Reported Address	Actual Address	City	Incident Result
71805957	CRSD	2018-01-06 13:51:00	64000 Ave. Herrera	54000 Ave. Herrera, La Quinta, CA 92253	La Quinta	RESOLVED - NON PTR
71933211	CLSD	2018-01-08 11:43:43	79533 Desert Dr	77229 Desert Dr, La Quinta, CA 92253	La Quinta	ILLEGAL STR
71977712	ADRH	2018-01-15 09:50:49	80200 Legends Way, 92070	80200 Legends Way, 92070 Legends Way, La Quinta, CA 92253	La Quinta	ILLEGAL STR
72094756	OSTE	2018-01-27 12:15:43	54900 Avenida	54900 Avenida, La Quinta, CA 92253	La Quinta	ILLEGAL STR
72121807	RAUS	2018-03-20 16:09:54	77400 Yucatan	77400 Yucatan, La Quinta, CA 92253	La Quinta	RESOLVED - CLOSED
73171284	WVAL	2018-02-05 07:33:46	55384 4 bars Valley	55384 Laurel Valley, La Quinta, CA 92253	La Quinta	RESOLVED - CL OSEFD
72740150	SPUR	2018-04-03 10:27:17	70725 Sanderash Ave	70725 Sanderash Ave, La Quinta, CA 92253	La Quinta	MISOLVED - CLOSED
72640775	SAUM	2018-03-22 20:42:07	48370 Camino Palm Drive	48370 Camino Palm Drive, La Quinta, CA 92253	La Quinta	ESCALATED TO CODE
72641273	NLSN	2018-03-23 00:13:50	Corner of Calle Inicula & Avenida Juarez	Corner of Calle Inicula & Avenida Juarez, La Quinta, CA 92253	La Quinta	ESCALATED TO CODE
89900001	ATMR	2018-03-24 10:37:00	54311 Avenida Juarez	54311 Avenida Juarez, La Quinta, CA 92253	La Quinta	ESCALATED TO CODE

Showing 1 of 141

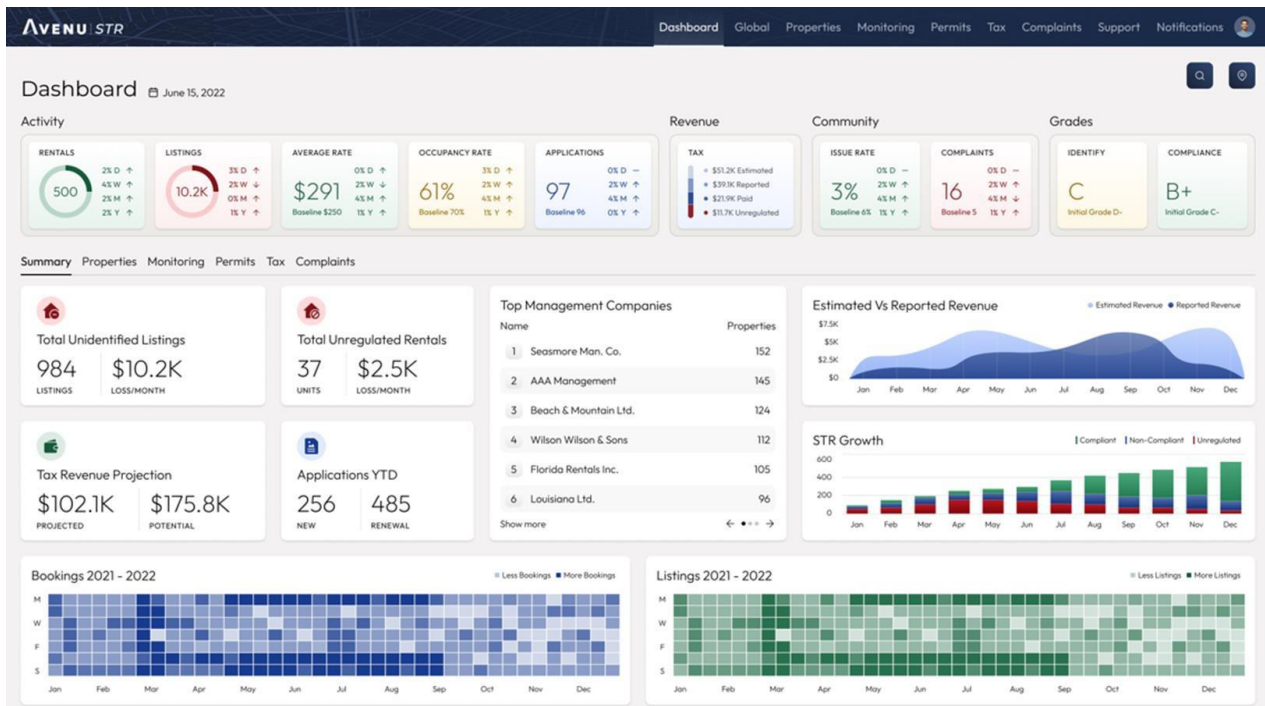


3.8 NEXT GENERATION AVENU STR 2.0 REPORTS

Avenu has invested heavily in the next generation of STR portal, which the City of Destin will be able to access within the course of the project.

3.8.1 DASHBOARD

See below the new main dashboard, which can be drilled down into details by clicking on each panel or chart.



3.8.2 IDENTIFICATION AND MONITORING

Below please find the Properties tab

AVENU STR Dashboard Global **Properties** Monitoring Permits Tax Complaints Support Notifications

Properties New Orleans, LA 70056

3.5K ↑ Total Rentals | 2.1K ↑ Bookings | 300 ↓ New STRs | 5 ↓ Compliance | 2.7K ↑ Owners | 14 ↑ Mgmt. Co. | 100 ↑ Investors | 2 ↑ Compliance | B+ Compliance

Display: Rental | Group By: Rentals | Non-Compliant | Multi-Unit | Investors | Unregulated | Clear Filters

Property ID	Property Type	Rental Type	Street Address	City, State, Zip	Unit No.	Manager	Listings	Permit ID	Compliance	Tax	Permit Status
532555	Residential Attached	Shared Room	101 Birch St	New Orleans, LA 70056	12	Patrick Fax	8	P328147	OK	OK	Active
432232	Residential Attached	Entire Home	106 Tango Ave	New Orleans, LA 70056	3	Brad Diaz	5	P54356	OK	OK	Active
534322	Apartment (Highrise)	Shared Room	4658 Davistown Rd	New Orleans, LA 70056	-	Joanne Moreno	2	P787342	OK	OK	Active
353132	Residential Detached	Shared Room	745 Holly Hills Rd	Franklinton, LA 70438	14	Cameron Mendoza	5	P434432	OK	OK	Active
754242	Residential Detached	Entire Home	140 Calk Ln	New Orleans, LA 70056	7	Brad Diaz	6	P863423	OK	OK	Active
437123	Apartment (Highrise)	Shared Room	1425 13th Ave	New Orleans, LA 70056	-	Patrick Fax	8	P465222	OK	OK	Active
762432	Detached Condo	Shared Room	2023 Rodney Rd	Franklinton, LA 70438	2	Joanne Moreno	8	P576433	OK	OK	Active
091823	Residential Attached	Entire Home	139 Throckmorton St	Franklinton, LA 70438	-	Brad Diaz	9	P643412	OK	OK	Active
932813	Residential Attached	Entire Home	510 E Factory St	Franklinton, LA 70438	7	Brad Diaz	6	P657545	OK	OK	Active
857132	Detached Condo	Shared Room	677 Yorkville Rd E	Franklinton, LA 70438	4	Patrick Fax	12	P242165	OK	OK	Active
326413	Apartment (Highrise)	Shared Room	28 Bowdoin St	New Orleans, LA 70056	-	Joanne Moreno	2	P087542	OK	OK	Active
938127	Residential Attached	Entire Home	500 Moss Rd	New Orleans, LA 70056	4	Cameron Mendoza	2	P344631	OK	OK	Active

Total Rows: 568 | Selected Rows: 1 | Count: 20 | Average: 20 | Min: 8 | Max: 12

3.8.3 PERMITTING / REGISTRATION

3.8.3.1 ACCOUNT PAGE

Please find below the user friendly My Account registration page for new STR operators

AVENU STR Dashboard Account 🔔 👤 sam@watts.com

My Account - Business Information

Step 1 Business Details | Step 2 Business Physical Address | Step 3 Business Mailing Address | **Step 4 Owner Information** | Step 5 Owner Mailing Address

Owner Information

Use information from account details

Owner's First Name*
Placeholder text

Owner's Last Name*
Placeholder text

Phone Number*
 My phone number is not in US or Canada
Placeholder text

E-mail Address*
Placeholder text

Cancel Save **Owner Mailing Address** >

3.8.4 PROPERTY AND RENTAL DETAIL

3.8.4.1 PROPERTY DETAIL

The screenshot shows the 'Properties' section of the Avenu STR dashboard. On the left, there is a list of five property cards for '1517 14th St, ST Monica, CA 90404'. Each card displays a small image of the house and key metrics: Permit (Active), Tax (OK), Complaints (34/100), and Listings (6). On the right, a map of New Orleans shows the location of the properties with colored pins corresponding to their status: green for Compliant, red for Non-Compliant, yellow for Unknown, and black for Illegal.

3.8.4.2 RENTAL DETAIL

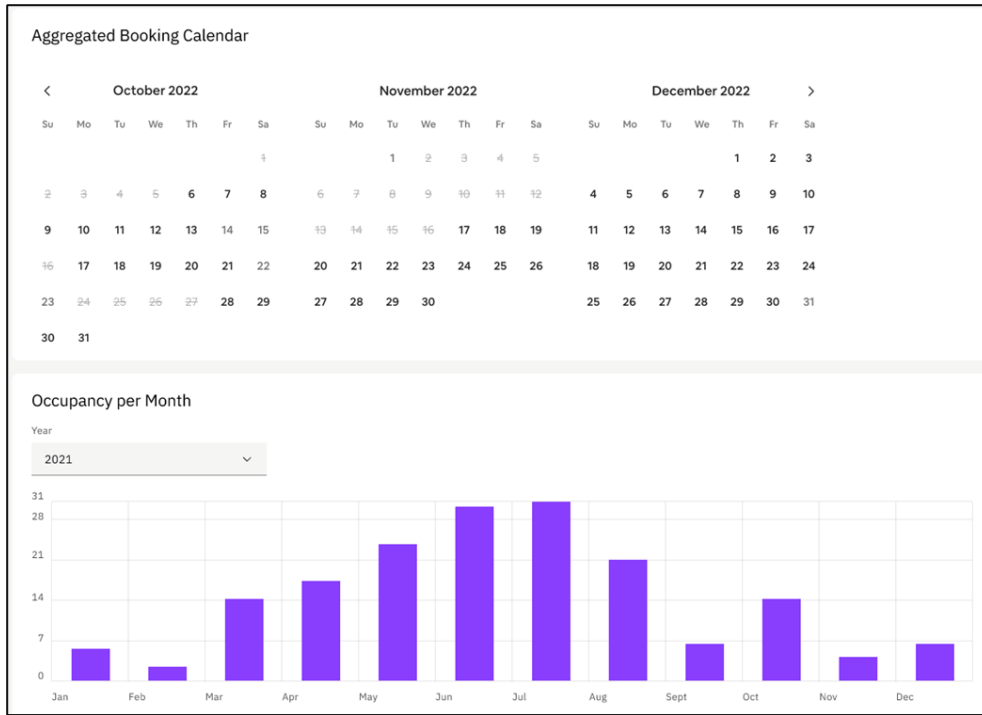
The screenshot shows the 'Rental Details' page for a property. At the top, navigation tabs include Dashboard, Sys Manager, Global, Properties, Monitoring, Permits, Tax, Complaints, Support, Notifications, and Transactions. The main content area features a summary of key metrics for the last 30 days: Compliance (OK), Permit (Active), Tax (OK), Complaints (5/46), Listings (12), Average Nightly Rate (\$123), and Activity Rating (4/5). Below this, there are four detailed sections:

- MASTER PROPERTY:** House, 123 North-East Avenue, Parcel P1234.
- OWNER / MANAGEMENT:** John Doe, (123) 456-7890, 3 additional properties.
- LISTINGS:** 12 active listings (8 sites), 4 recent bookings, Listed since 01/2018.
- PERMIT:** Permit #123456, Renewal Pending, 9 days until expiration.
- TAX:** \$12.3M est. rev., \$11.5M reported rev., \$1.2M invoiced, \$490K outstanding.
- COMPLAINTS:** 5 open complaints, 1 unanswered, 41 closed.

 A map on the right shows the property location with a blue pin and surrounding streets.

3.8.5 BOOKING CALENDAR

Emulating platform's booking calendar for easy visualization by discrete stays, or monthly summary



3.8.6 COMPLIANCE TRACKING

Detailed notes explaining how the identification evidence makes sense, or of ongoing 311 City of Destin support calls and how those were resolved.

The screenshot shows a 'Community Header' for a complaint. The main title is 'Complaint #5734853'. Below the title, there are several key details: Status (In Review), Incident Type (Illegal Drugs), Incident Date (05/18/2022 22:30), and Property (123 North-East Ave.). The 'REPORTED BY' section lists Andrew Ram with contact information. The 'COMPLAINT DETAILS' section contains a paragraph of text describing the incident: 'There are a couple of noisy people on the property porch, looking like they are doing illegal drugs. Hallucinogens are drugs which typically alter how a person perceives the world. These drugs can change the way a person sees, hears, tastes, smells or feels different things, including experiencing things that aren't there at all. Some examples of hallucinogens include: ketamine, magic mushrooms, LSD.' Below this, there are 'PROPERTY LISTINGS' for Airbnb and VRBO units at 'Cara De Sol - 2 Bedroom/2 Bath'. The 'ATTACHED EVIDENCE' section shows five items: three images (image2390444.jpg, porch-drugs.jpg, image2391444.jpg) and two documents (booking-statement.pdf, facebook.com/tyoaj), all dated 03/22/2022. On the right side, there is a 'Status Updates' section with a single update from 05/18/2022 22:50, stating 'Status: In review' and 'Details: Property identified, inspector has been sent.'

3.8.6.1 COMPLAINTS

Complaints Summary:

- 40 Open Complaints
- 5 New Complaints
- 15% MoM Change
- 67 Closed in the past week
- 14 Unreported

Reported Date	ID	Complaint Type	Source	Priority	Complaint Details	Property Manager	Manager Phone Number	Address
05/18/2022 22:30	12345	Illegal Drugs	Direct	High	People are using illegal drugs on the front porch and shouting and...	John Doe LLC	(123) 456-7890	101 B
05/18/2022 22:30	12345	Illegal Drugs	Mayor	High	People are using illegal drugs on the front porch...	John Doe LLC	(123) 456-7890	101 B
05/18/2022 22:30	12345	Illegal Drugs	Police	High	People are using illegal drugs on the front porch...	John Doe LLC	(123) 456-7890	101 B
05/18/2022 22:30	12345	Illegal Drugs	Direct	High	People are using illegal drugs on the front porch...	John Doe LLC	(123) 456-7890	101 B
05/18/2022 22:30	12345	Illegal Drugs	Direct	High	People are using illegal drugs on the front porch...	John Doe LLC	(123) 456-7890	101 B
05/18/2022 22:30	12345	Illegal Drugs	Health	High	People are using illegal drugs on the front porch...	John Doe LLC	(123) 456-7890	101 B
05/18/2022 22:30	12345	Illegal Drugs	Building	High	People are using illegal drugs on the front porch...	John Doe LLC	(123) 456-7890	101 B
05/18/2022 22:30	12345	Illegal Drugs	CPS	High	People are using illegal drugs on the front porch...	John Doe LLC	(123) 456-7890	101 B
05/18/2022 22:30	12345	Illegal Drugs	Direct	High	People are using illegal drugs on the front porch...	John Doe LLC	(123) 456-7890	101 B

Complaint Details:

- Assigned To: John Doe
- Status: In Review
- Incident Type: Illegal Drugs
- Incident Date: 05/18/2022 22:30
- Reporter: John Fox
- Reporter Phone: (555) 555-5555
- Reporter E-mail: john.fox@example.com
- Complaint Text: There are a couple of noisy people on the property porch, looking like they are doing illegal drugs. Hallucinogens are drugs which typically alter how a person perceives the world. These drugs can change the way a person sees, hears, tastes, smells or feels different things, including experiencing things that aren't there at all. Some examples of hallucinogens include: ketamine, magic mushrooms, LSD.
- Property Listings:
 - AirBnB Unit 6 Cara De Sol - 2 Bedroom/2 Bath
 - VRBO Unit 6 Cara De Sol - 2 Bedroom/2 Bath
- Attached Evidence:
 - Facebook.com/bluehg

3.8.7 TAX AND PERMITS

Notifications Summary:

- 280 Total open notifications
- 265 Total notifications sent this week
- 48 Resolved this week
- 32 Responses

Template Type	Template Name	Template Description	Template Subject	Channel	Created	Created By	Last Updated	Updated By
Compliance	Compliance	First permit expiration letter	First permit expiration letter	E-mail, Post	05/21/2022 18:35	John Doe	06/01/2022 10:20	John Doe
Permit	First Permit Letter	First permit expiration letter	First permit expiration letter	E-mail, Post	05/21/2022 18:35	John Doe	06/01/2022 10:20	John D
Tax	Tax Due	First permit expiration letter	First permit expiration letter	E-mail, Post	05/21/2022 18:35	John Doe	06/01/2022 10:20	John D
Permit	Second Permit Letter	First permit expiration letter	First permit expiration letter	E-mail, Post	05/21/2022 18:35	John Doe	06/01/2022 10:20	John Doe
Tax	Tax Registration	First permit expiration letter	First permit expiration letter	E-mail, Post	05/21/2022 18:35	John Doe	06/01/2022 10:20	John Doe

3.8.7.1 NOTIFICATIONS

Direct proof of each notification (whether paper or email) being sent

Notifications

280 Total open notifications
265 Total notifications sent this week
48 Resolved this week
32 Responses



Notification ID	Delivery Timestamp	Permit ID	Address	Property Mngmt.	Recipient	Notification Area	Trigger	Channel	Tier	Status	Flagged
1234...	05/18/2022 22:30	P 12345	101 Birch Street	STR Mng LLC	Janet Doe	Permit	Permit Expiration	Mail	1	PDF Generated	No
1234...	05/18/2022 22:30	P 12345	101 Birch Street	STR Mng LLC	Janet Doe	Permit	Permit Expiration	E-mail	1	Sent	No
1234...	05/18/2022 22:30	P 12345	101 Birch Street	STR Mng LLC	Janet Doe	Permit	Permit Expiration	Mail	1	Sent	No
1234...	05/18/2022 22:30	P 12345	101 Birch Street	STR Mng LLC	Janet Doe	Permit	Permit Expiration	Mail	1	PDF Generated	No
1234...	05/18/2022 22:30	P 12345	101 Birch Street	STR Mng LLC	Janet Doe	Permit	Permit Expiration	E-mail	1	Read	No
1234...	05/18/2022 22:30	P 12345	101 Birch Street	STR Mng LLC	Janet Doe	Permit	Permit Expiration	E-mail	1	Sent	No
1234...	05/18/2022 22:30	P 12345	101 Birch Street	STR Mng LLC	Janet Doe	Permit	Permit Expiration	E-mail	1	Sent	No
1234...	05/18/2022 22:30	P 12345	101 Birch Street	STR Mng LLC	Janet Doe	Permit	Permit Expiration	E-mail	1	Sent	No
1234...	05/18/2022 22:30	P 12345	101 Birch Street	STR Mng LLC	Janet Doe	Permit	Permit Expiration	E-mail	1	Sent	No
1234...	05/18/2022 22:30	P 12345	101 Birch Street	STR Mng LLC	Janet Doe	Permit	Permit Expiration	Mail	1	PDF Generated	No

3.8.8 FIELD ENFORCEMENT

The workflow consists of four main screens:

- Login:** Features the AVENU STR logo and a login form with fields for Username (E-mail Address) and Password, along with a 'Login' button and a 'Forgot Password?' link.
- Assignments:** Displays a list of inspection assignments. Each entry includes a permit ID (e.g., P123453), date and time (22/05/22 17:00), status (Open, In Progress), and criticality (Critical). It also shows the address and property manager details (Dana Smith, (555) 123 456-7890).
- Inspect:** Shows the details of an inspection. It includes sections for 'Inspection Status' (In Progress), 'Inspection Result' (Pending), and 'Inspection Notes' (0/100). There are buttons for 'Add file', 'Take Photo', and 'Save'.
- Completed Inspections:** Displays a list of completed inspections. Each entry shows the permit ID, date and time, status (Completed), and criticality (Approved). It also shows the address and inspection notes.

3.8.9 TAX FORMS AND PAYMENT

Easily find where under-reporting or zero-filing has occurred.

Future File Date
Using this file date your return will be delinquent and penalties and interests may be assessed.

File Return - SP Island Including Cameron County

[Upload Returns File](#) [Download returns template](#)

Property	Filing Period	File Date	Gross Room Income	Exemption: Contracted to use room for 30 consecutive days	Exemption: US employee / military	Exemption: Foreign diplomatic personnel	Total Exemption	Taxable room receipts	Tax Rate: City of SP Island HOT	Total of Room Nights Available	Actual Room Nights Rented	Total
Property Name	Nov 2022	08/01/2022	\$ 100	\$ 100	\$ 100	\$ 100	\$ 700	\$ 700	8.5%	100	100	\$ 2800
Property Name	Dec 2022	08/01/2022	\$ 100	\$ 100	\$ 100	\$ 100	\$ 700	\$ 700	8.5%	0	100	\$ 2800
Property Name	Jan 2022	08/01/2022	\$ 100	\$ 100	\$ 100	\$ 100	\$ 700	\$ 700	8.5%	100	0	\$ 2800
Property Name	Feb 2022	08/01/2022	\$ 100	\$ 100	\$ 100	\$ 100	\$ 700	\$ 700	8.5%	100	100	\$ 2800
Property Name	Mar 2022	08/01/2022	\$ 100	\$ 100	\$ 100	\$ 100	\$ 700	\$ 700	8.5%	100	121	\$ 2800
Property Name	Apr 2022	08/01/2022	\$ 100	\$ 100	\$ 100	\$ 100	\$ 700	\$ 700	8.5%	100	100	\$ 2800
Total											\$ 16,800	

Cancel [Add to cart](#)

4. OPTIONAL SERVICES

4.1.1 Full Service and Advanced Tax Portal

Avenu's technology enabled administration services for municipalities is designed to make our years of experience, expertise in verifying taxpayer compliance, and extensive tax administration resources available, thus allowing the City of Destin's managers and staff to focus on the services at which they excel and not the burdens of the administrative process. We approach each new project with the expectation that we will configure and customize our standard services to meet our new client's needs, priorities, and preferences, rather than the other way around.

Services included as part of the Advanced Portal is the following:

- ▶ Community Outreach with STR stakeholders one-time in-person or virtual at a "Town Hall" event
- ▶ Permitting (adoption and application of a formal annual permitting requirement),
- ▶ Tax Collection & Remittance (**receive, post, and reconcile** all STR filings and fee payments), and
- ▶ Reporting (powerful one-click reporting tools that enable a jurisdiction to analyze the **financial trends and patterns** of the local STR market and lodging tax revenue.

4.1.2 Lodging Tax Compliance Audit

As an optional service, Avenu offers our Lodging Tax compliance auditing for The City of Destin's hotel, motel, and lodging properties. Given the total amount of Lodging Tax the has collected since 2018 from STRs, there is a potential of significantly increasing the City of Destin's revenues through a compliance audit.

Avenu has a dedicated team of Lodging Tax auditors and over 30 years of specific Lodging Tax auditing experience, and in just the last 5 years, we have completed over 10,000 audits and have **recovered over \$30M for our California clients**. Avenu embraces an educational approach, with the primary objective being to inform and education lodging providers, with another equally important goal of recovering any funds to which our municipal clients are entitled. A perfect example of our capabilities is our work with Palm Springs, California, where we have recovered over \$1,800,000 in Lodging Tax revenue and completed over 310 audits of lodging providers in the last 10 years.

Avenu's Lodging Tax audit program best ensures successful, long-term compliance for lodging establishments that operate in the City of Destin. The Lodging Tax inventory and compliance services cover traditional lodging properties like hotels, motels, and inns- as well as short term rental properties as described in this proposal.

Avenu's Lodging Tax auditing approach can be simplified in two (2) phases in **Figure 44**:

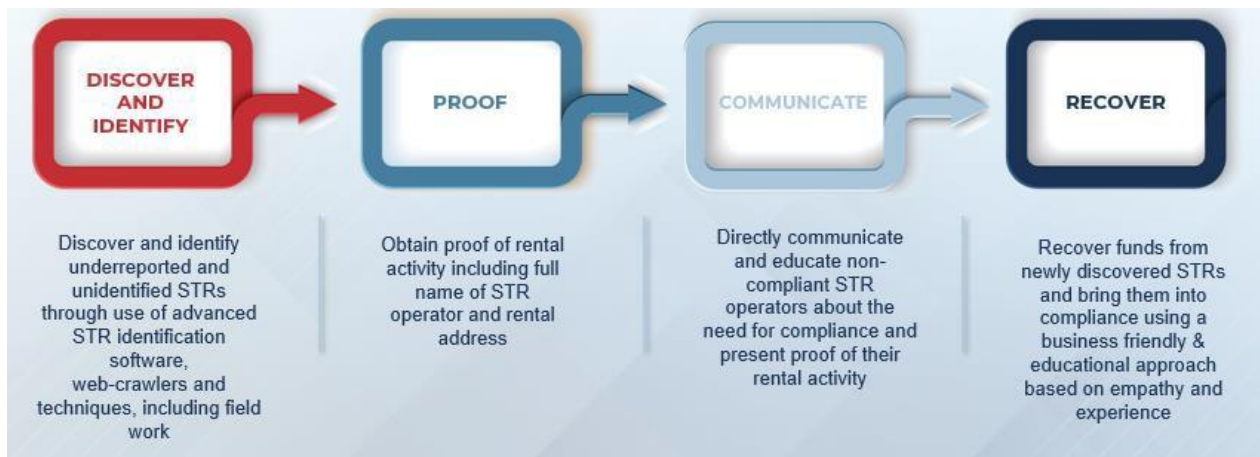


Figure 47 - Avenu's Lodging Tax Approach

Included in this proposal for pricing in Phase 4 is compliance auditing of 5% of the properties. Additional properties (including Hotels) may be audited on a per property or contingency basis (pricing available upon request).

4.1.3 Discovery Recovery

Avenu offers Discovery and Recovery services where non-compliant operators of short-term rentals are identified to recover any applicable taxes and fees due to the City of Destin. These compliance audits are designed to ensure that taxpayers are in compliance with current City of Destin ordinances.



By conducting these audits, Cities can recover taxes and fees that are due to the jurisdiction by non-compliant operators; and ultimately, increasing revenues for The City of Kissimmee. This process includes comparing existing taxpayer list(s) against various databases, sending notices to the businesses

(including application packets), providing taxpayer support if necessary, verifying of received information, and collecting of payments owed.

5. PROCESS IMPROVEMENTS / ADJUSTMENTS

Avenu reports the following roles and responsibilities for key personnel that will be dedicated to the City.

- ▶ **Project Manager** – gathering custom requirements, onboarding the ordinance, providing guidelines on data import / export, attending meetings.
- ▶ **Support Manager** – ensures City staff are adequately supported and issues resolved promptly within expected target resolution objectives.
- ▶ **Operations Manager** – identification Job Allocation to Research Analysts, Quality Assurance staff, and assigning data loads to ETL engineer, data matching efforts to Engineering
- ▶ **Engineering Architect** – custom report preparation, scraping quality assurance, matching quality scores.
- ▶ **Client Success Manager** – general support, customer service, ensures project goes smoothly. Acts like a liaison between the City and Avenu.

An effective liaison with the City is required for the following:

- ▶ With IT to obtain access to the data sources mentioned in our proposal.
- ▶ With DPP to ensure permits have efficient approval or cycle times,
- ▶ With Finance department to reconcile fees and taxes on weekly, monthly or quarterly reconciliation schedule
- ▶ With Code Compliant to get updated field work and enforcement actions, and to send notices of violation, warning letters, or perform enforcement actions within 30 days of each individual non-compliant STR being identified

Alternatively, the City can provide a single liaison that can coordinate internally in the City with these responsible individuals.

6. MAINTENANCE AND SUPPORT

Registrant Technical support is provided by Avenu staff between 8:00 AM to 5:00 PM Eastern Time, Monday to Friday. Avenu uses ServiceNow to track support tickets, and has handled over 300 support tickets throughout the 2 years of work so far. Avenu strives to achieve:

- A 4 business hour problem identification
- An 8 business hour triage for priority and severity
- A 15 hour first-resolution time on customer support tickets.
- A return to operation of 4 business days after a full system outage

After hours support is only provided in system outage situations. System maintenance and updates are automatically pushed to the server with no downtime experienced by the user. Typically maintenance is done during off hours. Avenu strives to achieve the following service levels

Severity	Response time	SLA Penalty
System outage	4 business hours, target RTO of 4 business days	0.5% of contract value per full business day of outage, limited to 15% per 12 month period
Support issues	8 business hours, target first-resolution time of 15 hours	0.25% of contract value for each support ticket taking more than 60 business hours, limited to 15% per 12 month period
Feature requests, out of scope items	Software Roadmap	None

7. SCHEDULE OF DELIVERY

See below for Project Plan and Milestones, with obligations on both Avenu STR and on the City of Destin for deliverables and responsiveness, with current STR identification backlog at 50% identified:

Date	Milestone	Community Inputs & Avenu STR Deliverables
Signing Date	Contract Signature – Implementation Phase Starts	<ul style="list-style-type: none"> ▶ Avenu STR begins weekly monitoring, dashboard reports ▶ Reporting portal ready
+10 days	Start	<ul style="list-style-type: none"> ▶ Onboarding Survey fully answered by City and returned to the Project Manager ▶ City provides Avenu STR with Permit and Taxpayer Actuals Data
+30 days	Registration portal Identification Phase I	<ul style="list-style-type: none"> ▶ 24/7 Hotline and Tipline goes live ▶ Registration portal goes live ▶ Avenu STR provides training for City staff via webinar, with 5 sample non-compliant STRs ▶ City reviews and approves NOV or Warning template
+60 days	Identification Phase II	<ul style="list-style-type: none"> ▶ Avenu STR provides customer service for new registrants ▶ City staff review and approve/reject STR registrations ▶ 65% of identifications completed by Avenu ▶ Round 1 of Letters sent by Avenu
+90 days	Outreach Phase I	<ul style="list-style-type: none"> ▶ Avenu STR provides customer service for new registrants or takedown / make-exempt steps for those in restricted zones ▶ City staff review and approve/reject STR registrations ▶ 80% of identifications completed by Avenu ▶ Round 1 of Letters sent by Avenu
+120 days	Identification Phase III Outreach Phase II	<ul style="list-style-type: none"> ▶ Respondents register on Avenu STR portal ▶ 95% of identifications completed by Avenu ▶ City staff review and approve/reject registrations ▶ Round 2 of Letters sent by Avenu
Monthly from +150 days to end of contract	Maintenance Phase Starts	<ul style="list-style-type: none"> ▶ Updated Avenu STR report with identifications ▶ Avenu STR provides customer service for new registrants ▶ City staff review and approve/reject registrations ▶ Verify, archive, identify new STRs and operators ▶ Renewal reminders emailed for registrants

8. PRICING

Please see Carahsoft Quote #44097327 on the following page.

PRICE QUOTATION
CARASOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8585 | FAX (703) 871-8505
 WWW.CARASOFT.COM | SALES@CARASOFT.COM



TO: Troy Williams
 Director of Code Compliance
 City of Destin
 4200 Indian Bayou Trail
 Destin, FL 32541 USA

FROM: Brad Kuhns
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: twilliams@cityofdestin.com

EMAIL: Brad.Kuhns@Carahsoft.com

PHONE: (850) 842-4595

PHONE: (571) 662-3396

FAX: (703) 871-8505

TERMS: Contract Number: 43230000-NASPO-16-ACS
 NASPO Master Contract Number: AR2472
 Contract Term: 08/01/2017 to 09/30/2026
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Sales Tax May Apply

QUOTE NO: 59535141
QUOTE DATE: 08/11/2025
QUOTE EXPIRES: 09/30/2025
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$1,511,122.27
TOTAL QUOTE: \$1,511,122.27

***Please note this budgetary NASPO pricing

IN SUMMARY

Carahsoft Technology Corporation and Avenu Insights & Analytics appreciate the opportunity to offer this solution for City's initiative.

The Carahsoft Team has proposed a superior and cost-effective solution that fully complies with City's requirements. We understand the importance of your project goals, and we are confident you will benefit from this solution and our expertise.

Carahsoft looks forward to the opportunity to speak with you regarding the details of this proposal, as well as the opportunity to work with City of Destin on this project.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 18, 2025
TYPE OF AGENDA ITEM: Resolution
AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

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

FROM: David Prichard, Community Development Director
Krystal Strickland, Finance Director

DATE: August 13, 2025

SUBJECT: Resolution 25-17 Restated Schedule of Fees Adoption - Mobility Fees

I. BACKGROUND:

On March 1, 2021, City Council passed a motion to replace the transportation impact fees (concurrency-based) with a Mobility Fee schedule based upon the City's Mobility Plan.

On September 16, 2024, City Council adopted the Mobility Plan as a comprehensive blueprint for addressing the City's current and future transportation needs.

On May 19, 2025, the City Council held a Second Reading of Ordinance 25-08-LC, to replace the city's Transportation Impact fees with the Mobility Fees based on the Mobility Plan and Mobility Fee Study. The ordinance was approved by a 5-1 vote. The previous update to transportation impact fees was in 2008.

This draft of Resolution 25-17 focuses on incorporating the Mobility Fees adopted in May 2025 into the Schedule of Fees. The Mobility Fees replace "Transportation Impact Fees" and the adjustments can be found beginning page 17 of the attached redlined schedule of fees. This schedule is identical to the schedule adopted on May 19, 2025 with Ordinance 25-08-LC.

II. DISCUSSION:

Below is a table showing the Mobility Fees tables being added to the Schedule of Fees, followed by a table of the Transportation Impact Fees that will be removed.

The below schedule of Mobility Fees is identical to the schedule **adopted** on May 19, 2025 as presented and as incorporated into Ordinance 25-08-LC.

Adopted MOBILITY FEES:

3243X0 MOBILITY FEES

These Fees help the city address development impacts on transportation to include traffic, roads, sidewalks, multimodal transportation, streetlights, and parking.

Proposed Land Uses	Unit	Fee per Unit
Long-term Residential	Dwelling	
Residential, less than 500 sq. ft.		\$5,023
Residential, 500—749 sq. ft.		\$6,086
Residential, 750—999 sq. ft.		\$6,888
Residential, 1,000—1,499 sq. ft.		\$7,737
Residential, 1,500—1,999 sq. ft.		\$8,539
Residential, 2,000—2,999 sq. ft.		\$9,389
Residential, 3,000—3,999 sq. ft.		\$10,190
Residential, 4,000 sq. ft or more		\$10,789
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
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.	\$36,687
Automobile Parts and Service Center (943)	1000 sq. ft.	\$18,965
Convenience Store (851)	1000 sq. ft.	\$179,984
Golf Course (430)	Acre	\$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 Position	\$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)	Student	\$3,778
Day Care Center (565)	Student	\$6,230
General Light Industrial (110)	1000 sq. ft.	\$7,419
Warehousing (150)	1000 sq. ft.	\$2,254

TRANSPORTATION FEES THAT WILL BE REPLACED BY THE NEW MOBILITY FEES:

324310 IMPACT FEES - TRANSPORTATION - RESIDENTIAL

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$583
Residential, 500—749 sq. ft.	Dwelling	\$724
Residential, 750—999 sq. ft.	Dwelling	\$855
Residential, 1,000—1,499 sq. ft.	Dwelling	\$1,016
Residential, 1,500—1,999 sq. ft.	Dwelling	\$1,198
Residential, 2,000—2,999 sq. ft.	Dwelling	\$1,425
Residential, 3,000—3,999 sq. ft.	Dwelling	\$1,677
Residential, 4,000 sq. ft or more	Dwelling	\$1,896
Mobile home/RV park	Pad	\$780
Hotel/Motel	Room	\$981

324320 IMPACT FEES - TRANSPORTATION - COMMERCIAL

Land Use Type	Unit	Fee
Retail/shopping center	1,000 sq. ft.	\$1,752
Discount Superstore	1,000 sq. ft.	\$2,242
Bank, Walk-in	1,000 sq. ft.	\$2,043
Bank, Drive-in	1,000 sq. ft.	\$3,205
Supermarket	1,000 sq. ft.	\$3,298
Convenience market	1,000 sq. ft.	\$4,216
Golf Course	Acre	\$548

Marina	Berth	\$321
Racquet/Health Club	1,000 sq. ft.	\$3,584
Restaurant, Fast Food	1,000 sq. ft.	\$4,638
Restaurant, High Turnover	1,000 sq. ft.	\$4,464
Restaurant, Sit-Down	1,000 sq. ft.	\$3,244
Service Station	Fuel Position	\$1,030
Office, General	1,000 sq. ft.	\$1,404
Hospital	1,000 sq. ft.	\$2,262
Nursing Home	1,000 sq. ft.	\$786
Church/Synagogue	1,000 sq. ft.	\$883
School/College	1,000 sq. ft.	\$354
Day Care Center	1,000 sq. ft.	\$2,048
Other Institutional	1,000 sq. ft.	\$1,404
General Light Industrial	1,000 sq. ft.	\$888
Warehouse/Storage	1,000 sq. ft.	\$632
Mini-warehouse	1,000 sq. ft.	\$319

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): It is difficult to estimate the effect on budget for a change in an impact fee such as the Mobility Fees. The City of Destin is mostly "built-out".

Each major renovation permit application is evaluated for a potential significant change in use that might generate more trips, and therefore, might be partially subject to the new mobility fee schedule. If the use remains the same, no fee will be charged.

C. Level of Service (LOS):

D. Legislative Sponsor: Torey Geile

E. Business Impact Statement:

III. CONCLUSION: It is recommended that council adopt the incorporation of the mobility fees into the Schedule of Fees and to remove transportation impact fees.

IV. RECOMMENDED MOTION: I move that Council adopt the mobility fees as detailed in the attached schedule of fees.

Attachments:

1. Resolution 25-17 Schedule of Fees with Attachment REDLINED
1 Mobility Fees

RESOLUTION 25-17

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA PROVIDING FOR AUTHORITY; AMENDING THE SCHEDULE OF FEES FOR FISCAL YEAR 2025; RESERVING THE RIGHT TO FURTHER AMEND THE SCHEDULE OF FEES; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Charter, Section 3.13, stipulates that the City Council shall by ordinance adopt a budget on or before September 30th of each year; and

WHEREAS, the Government Finance Officers Association (GFOA) and National Advisory Council on State and Local Budgeting (NACSLB) provide established guidelines and standards for *Best Practices in Public Budgeting* and promote the adoption of an Account Guide establishing Schedule of Fees; and

WHEREAS, City Council has determined through previous adoptions that the City can benefit by establishing a comprehensive fee schedule;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Destin, Florida:

Section 1. Authority. Authority for enactment of this Resolution is Section 166.021, Florida Statutes, and Section 1.01 of the Destin City Charter.

Section 2. Account Guide - Revenues. The City of Destin hereby amends and establishes the Schedule of Fees set forth in Attachment "A" and as adopted by City Council.

Section 3. Reservation of Right to Further Amend the Schedule of Fees. The City Council of the City of Destin hereby reserves the right to further amend the Schedule of Fees set forth in Attachment "A" and as adopted by City Council through future action and by Resolution.

Section 4. Repealer Clause. All sections or parts of sections of any City of Destin's Ordinance or parts of Ordinances, and any City of Destin's Resolutions or parts of Resolutions, and any City of Destin's Policy or parts of Policy, which are in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Severability. If any portion of this Resolution, including Attachment "A," is determined by any Court to be invalid, the invalid portion shall be stricken and such striking shall not affect the validity of the remainder of the Resolution or Attachment "A."

Section 5. Effective Date. This Resolution shall take effect upon approval by the City Council and signature by the Mayor.

ADOPTED THIS 18th DAY OF AUGUST 2025.

By: _____

Robert T. Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

ATTACHMENT A - Schedule of Fees

Section 1 Culture and Recreation: Library, Parks, Sports Complex, Community Center

Section 2 Building and Developers: Building Permits, Developer fees, Impact fees, Mobility fees, Right-of-Way permits, Engineering, and Map fees

Section 3 Licenses and Permits: Business Tax Receipts (aka business licenses), Rental Registration (LTR/STR), Livery Permits, Vendor Permits, Marine Application Fees, Code Violations

Section 4 Miscellaneous: Parking Fees and Fines, Clerk's Office, Cemetery, Election Qualifying Fees

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Section 1 Culture and Recreation

Fees to utilize specific recreational facilities to continue the operations and improvements of the park area. Fees are established for reservations and permits of recreational and park facilities to provide a user fee for programs wherever applicable within the City and to establish procedures for the collection of such fees. Fees paid by credit card may now or in the future be charged up to 3% by the merchant services provider as per council motion of February 3, 2025.

3471xx LIBRARY SERVICE FEES

Fees collected for library membership and services

Responsible Department: Library

MEMBERSHIP FEES (RESOLUTION 01-27)

Okaloosa County Residents	No charge
In-network, non-resident*	\$40 per family per year
6-month out-of-network, non-resident	\$30 per person
12-month out-of-network, non-resident	\$60 per person

*In-network areas include the other 15 counties in the Panhandle Library Access Network (PLAN) <https://www.plan.lib.fl.us/about-us/>

SERVICE FEES

Lost items	Replacement cost
Sand in book/damaged cover	\$3 re-wrap fee
Local fax	\$1 per page
Long-distance fax	\$2 per page
Printing – black and white	\$0.15 per page
Printing – color	\$0.25 per page
Replacement video case	\$1.00
Replacement audiobook case	\$3.00

3472xx PARK AND RECREATION FEES

Fees collected for any type of program open to the public that is not athletic.

Code Reference: Florida Statutes 166.201

Responsible Department: Parks & Recreation

RECREATION & CULTURAL SERVICES		
Department and/or Service	Fee Description	Current Rate
Athletics	Youth & Adult Sports Residents, Per Player	\$30.00 (\$150 Tackle Football \$80 NFL Flag Football)
	Youth & Adult Sports Non-Residents, Per Player	\$50.00 (\$225 Tackle Football \$120 NFL Flag Football)
	Child of Volunteer Head Coach	no charge
	Cheerleading Uniform	\$140.00
Team Sponsors	All Sports Adult & Youth (7yrs. & UP)	\$300.00
	All Youth Sports (3-6yrs)	\$200.00
	Youth Basketball (all ages)	\$150.00
Tournament Fees	Rental Rate, per field – per day	\$150.00, plus \$20/hour per field with lights
	Gymnasium Rental, per gym – per day	300.00, plus \$15/hour attendant fee
	Disc Golf Tournament, per player	\$5.00 + tax
	Field Attendant fields A/B/C/D/F/G	\$10.00 per hour, per field
	Admin fee	\$100.00 per day
	Trash Clean Up	w/concession \$75.00 per day w/o concession \$150.00 per day
	Field Lining (excludes softball/baseball)	\$150.00 per field
	Quick Dry, per bag	\$20.00
	Temporary field fencing, per fence	\$50.00
Rental – Recreational Facilities		
	Destin Community Center – price includes the following: kitchen usage, overhead sound system in gym, portable sound system and set up, microphone, podium, pull down screen with DVD in meeting rooms	Gym (Full) \$100.00/hour Gym (Half) \$50.00/hour Small Meeting Room \$30.00/hour Large Meeting Room \$50.00/hour Attendant \$15.00/hour (after normal business hours)
	Stage rental	\$100.00
	Tables – special event	\$1.00 each
	Chairs – special event	\$0.25 each
	Other Equipment/Supply Rental	Prices vary per item
	Special Event Set up/Breakdown Fee	\$100.00
	Morgan Sports Complex Children’s Park Pavillion, Buck Destin Park, Clement Taylor Park Pavillion, Leonard Destin Park Pavillion	\$65.00 per day
	Alcoholic beverages permit	\$200

Section 1: Culture and Recreation

	Park Water Source	\$30.00 per day
	Park Electric Source	\$10.00 per day
Rental – Ball Parks		
	Athletic Fields, Per Hour	\$30.00 without lights \$50.00 with lights
Programs/activities		
	After School Program Resident/Property owner	\$120.00/month
	After School Program Non-Resident	\$135.00/month
	After School Program – 2 nd Child Resident	\$110.00/month
	After School Program – 2 nd Child Non-Resident	\$125.00/month
	Spring Break Camp Resident/Property Owner	\$150.00/week
	Spring Break Camp Non-Resident	\$180.00/week
	Summer Recreation Resident/Property Owner	\$85.00/week
	Summer Recreation Non-Resident	\$100.00/week
	Daily “Drop In” Rate	\$5/person
	Special Events/Specialty Camps/Other Instructor Led Classes	Prices vary (due to varying instructor charges)
Joe’s Bayou		
	Residential daily launch/recovery fee, per trailer	\$25
	Commercial daily launch/recovery fee, per trailer	\$25
	Resident/non-commercial annual launch/recovery fee	\$0 per household (1 pass) \$0 per senior household, 65+ (1 pass) \$50 per additional pass
	Non-resident/non-commercial, per household per year	\$205
	Destin based commercial launch, per year	\$1,030
	Commercial launch, non-Destin, per year	\$2,060
	Pump out fee, Destin resident	No charge
	Pump out fee, non-resident, per usage	\$5
Henderson Beach State Park Fees		
	Daily entrance pass	\$30 per household (1 per household) \$25 per senior household, 65+ (1 per household)

Section 2 Building and Developers: Construction Permits, Developer Fees, Impact Fees, Mobility Fees, Right-of-Way permits, Engineering, Marine Application Fees, Map Fees

The governing bodies of local governments may provide a schedule of fees, as authorized by statutes for the enforcement of the provisions of its building code. Such fees shall be used solely for carrying out the local government's responsibilities in enforcing the Florida Building Code. All permit, processing, and plan review fees are non-refundable unless extenuating circumstances are submitted, in writing, and approved by the Building Official. All required fees shall be paid prior to the issuance of any permit and at the commencement of any construction. Fees paid by credit card may now or in the future be charged up to 3% by the merchant services provider as per council motion of February 3, 2025.

NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Section 125.56, F.S. Chapter 166.222; FS Section 468.631, 553.721, 553.80

Responsible Department: Community Development/Building Division

329505 Plan Review Fee

The following review fees are applicable to all building construction permits.

Plan Review Fee: All projects are subject to a review fee, which equals the greater of (50%) of the permit fee or actual cost, incurred by the City to include one resubmittal.

1. Projects greater than or equal to four-story and assembly occupancy over 5,000 square feet and/or large projects/developments determined by the Building Official shall be reviewed by a duly Florida Licensed Private Provider. The applicant shall pay the fee to the private provider for their review and the City will waive the Plan Review Fee.
2. The City may require, at the Building Official's discretion, a review of the single-family dwelling plans by a structural engineer. In this case, the applicant shall be required to pay the cost of this review.
3. All projects are subject to a review fee for Engineering/Erosion Control (344900) fee of \$55 to be paid upon submittal.
4. FEMA Flood Zone Review: ALL projects within these zones are subject to a review fee for the Floodplain Review of \$110.00.
5. Wetlands Protection: ALL projects in or adjacent to environmentally sensitive areas (wetlands & open water bodies) are subject to a review fee of \$55. (344900)
6. Any additional resubmittal for review shall be assessed an additional review fee of \$27.50 or 27.50% of the permit fee whichever is greater per division review. (329505)

Section 2: Building Permits and Developer Fees

329506 Contractor Registration Fee

An administrative fee will be charged to all contractors not licensed under FS 489 engaging in business in the City of Destin for which a permit is required. The administrative fee is for verification of state, county, and local licenses, as required by city ordinance and certificate of insurance from a Florida Licensed Insurance Company for General Liability 61G4-15.003(2)(c), and Worker’s Compensation as required by FS 440.103, 440.41, 440.42, and 489.144.

Code Reference: Chapter 13 Art. IV, Sec. 13-75, Code of Ordinances
Responsible Department: Community Development/Building Division

Specialty Contractors- The City will charge one annual administrative fee for all contractors engaging in the practice of contracting in the City of Destin whose scope of work is identified in a specialty contractor’s category.

Contractor annual administrative fee	\$80.00
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354003 Building Code Violations – Unsafe Code Fines and Fees

Fines and fees will be charged for noncompliance with the Florida Building Code to include the following items will be charged \$100 for first citation, \$300 for second citation, and a third citation will result in a summons to appear before the Construction Regulation Board:

- Failure to obtain a permit before commencing work
- Failure to post a notice of commencement
- Failure to obtain required inspections
- Failure to maintain proof of current workers’ compensation or public liability insurance
- Failure to inform the City of change of name style, address, or that licensee has ceased qualifying as a business
- Making misrepresentation on a permit application

Failure to correct building code violations will be charged \$500 for the first citation. The second citation will result in a Summons to Appear before the Construction Regulation Board.

Code Reference: City of Destin Ordinance 366 and Chapter 489 Florida Statutes
Responsible Department: Community Development/Building Division

322000 Building Construction Permit Fees

1. Permit Processing Fee: Administrative processing of \$77.00 is applied to all permits.
2. Penalty Fee: Any work which commences prior to securing the appropriate permit or permits shall be charged double the permit fee rate, which shall be collected by the Building Division. (Note: in accordance with Ordinance 336, the Building Official may issue a citation to the contractor.)
3. Re-Permit Fee:
 - a. Active permits (Change of Contractor): The fee for re-permitting any active permit will be 50% of the original building permit fee, no plan review fee, a \$77 processing fee.
 - b. Inactive permits (Expired): The fee for re-permitting any inactive permit will be regular fees, no plan review fee, and a \$77 processing fee.

Section 2: Building Permits and Developer Fees

4. In accordance with Florida Statute, a Florida Building Code (FBC) Surcharge (208002) is collected on all Building Permits of 1% or a \$2 minimum. In addition, a Building Code Administrators, and Inspectors Fund (BCAIB) Surcharge (208003) is also collected on all Building Permits issued in the amount of 1.5% or a \$2 minimum. Both of these surcharges are remitted to the Florida Department of Professional Regulation.

5. All New (Heated and Cooled) Buildings or Structure Additions (includes Manufactured Buildings).
 - a. Building Division Permit Fee: A permit for any new building or structure, or for any addition to an existing building or structure, or portion thereof is based on square footage of gross floor area multiplied by \$0.22 per square foot.
 - b. Planning Division (329502) permit fee: Residential (Single Family – Attached/Detached or Duplex) is \$0.06 per square foot of gross floor area. This fee includes the initial Certificate of Occupancy as-built site inspection.
 - c. Engineering Division (344900) Permit Fee: Residential (Single Family –Attached/Detached or Duplex) is \$0.08 per square foot gross floor area.
 - d. Planning Division (329502) permit fee: Multiple Family and Commercial Structures. If applicable, the fee is \$132. This fee includes the Certificate of Occupancy or Certificate of Completion and as-built site inspection.
 - e. Engineering Division (344900) Permit Fee: - Multiple Family and Commercial Structures: If applicable, the fee is \$330. This fee includes initial Erosion Control inspection and the Certificate of Occupancy or Certificate of Completion and as-built site inspection.

6. Other Structure Fee:
 - a. Building Division Fee: For all other structures to include non-heated and cooled buildings, renovations, interior buildouts, sheds, decks, fences, site disturbance (applies to Planning & Engineering fees only),etc. the permit fee is \$8.60 per \$1,000 (or fraction thereof).
 - b. Planning Division (329502) permit fee: Residential (Single Family Attached/Detached or Duplex): If applicable, the fee is \$66.00. This fee includes the Certificate of Occupancy/Completion and as-built site inspection.
 - c. Engineering Division (344900) Permit Fee: Residential (Single Family Attached/Detached or Duplex): If applicable, the fee is: \$66. The fee includes Certificate of Occupancy/Completion and as-built site inspection.
 - d. Planning Division (329502) permit fee: Multiple Family and Commercial Structures: If applicable, the fee is \$132. This fee includes the Certificate of Occupancy/Completion and as-built site inspection.
 - e. Engineering Division (344900) Permit Fee: Multiple Family and Commercial Structures: If applicable, the fee is: \$165. This fee includes the Certificate of Occupancy/Completion and as-built site inspection.
 - f. _____

7. Commercial Signs.

- a. The Building Division Permit fee for all permanent signs is based on the total area of each sign (two-sided signs on the same structure are considered as one sign). The following fees per sign are as follows:

Up to 20 square feet	\$71
Over 20 square feet	\$110

- b. The Planning Division Permit fee (329502) for signs are established:
 - i. If the sign will be mounted to an approved, existing structure, the permit fee is \$44.

Section 2: Building Permits and Developer Fees

- ii. If the sign will be mounted to a new structure, the permit-processing fee is \$88.
 - c. Engineering Division (344900) Permit fee for ground signs only: \$44.
8. Mobile/Manufactured Homes.
 - a. The Building Division Permit fee for mobile/manufactured homes, blocked, and skirts and tie-downs, is \$53.
 - b. The Planning Division (329502) Permit fee for mobile/manufactured homes, blocked, with skirts and tie-downs fee is \$66. This fee includes the initial Certificate of Occupancy/Completion as-built site inspection.
 - c. The Engineering Division (344900) Permit fee for mobile/manufactured homes, blocked, with skirts and tie-downs fee is \$55. This fee includes the initial Certificate/Completion as-built site inspection.
9. In Ground Swimming Pools and applicable water features (which includes all pool and water feature equipment, except electrical).
 - a. Building Permit Fee:
 - i. The fee for new residential swimming pools and applicable water features (excluding electrical fee) is \$132.
 - ii. The fee for new public swimming pools and applicable water features is \$297.
 - iii. The fee for renovations/repair/modifications: to existing public swimming pools and applicable water features is \$110.00
 - b. Planning Division (329502) Permit Fee: The fee for new swimming pools, applicable water features and level III alteration/renovations is \$105.60.
 - c. The Engineering Division (344900) Permit fee for new residential swimming pools, applicable water features and level III alteration/renovations is \$82.50.
10. Antennas - Dish and tower, roof and ground installations.
 - a. Domestic (Residential R3) installation: A permit is required only for those towers that are of such height that they cannot be contained on an owner's property if they fall. The permit fee is \$53.
 - b. Commercial (Non-Residential) installations: The fee is \$8.60 per \$1,000 (or fraction thereof).
11. Moving Buildings or Structures (excluding mobile homes): The fee to move any non-portable building or structure from one location to another location is \$119.
12. Demolition of Buildings or Structures:
 - a. Building Division Permit Fee: For the demolition of any building or structure, the fee is \$111.00. In addition to the demolition permit, you must submit a notice of asbestos removal form to the asbestos Coordinator for Northwest Florida District of Florida Department Environmental Protection (FDEP). (Note: The present address is 160 Government Center, Pensacola, Florida 31501). No Plan Review Fee or State fee.
 - b. Planning Division (329502) Permit Fee: The demolition permit fee is \$66.
 - c. Engineering Division (344900) Permit Fee: For the demolition of any building or structure, the fee is \$27.50. This fee includes initial Erosion Control inspection and the Certificate of Completion and site inspection.
13. Docks, Boathouses, Bulkheads and Seawalls:
 - a. Building Division Permit Fee: The fee for construction of docks, boathouses, bulkheads or seawalls is \$16.30 per \$1,000 (or fraction thereof).
 - b. Planning Division (329502) Permit Fee: The permit fee is \$33.
14. Land clearing:

Section 2: Building Permits and Developer Fees

- a. Planning Division (329502) Permit Fee: The fee for all land clearing permits is \$66.
- b. Engineering Permit (344900) Fee: The fee for land clearing in lots 1 acre or less in size is \$82.50. The fee for land clearing in lots over 1 acre in size is \$165. Fee is based on lot size, not the land clearing/area of disturbance.

15. Protected Tree removal:

- a. Planning Division (329502) Permit Fee: The fee for removing any protected or preserved tree shall be \$66.

16. Portable Buildings:

- a. Planning Division (329502) Permit Fee: \$88
- b. Engineering Division (344900) Permit Fee: \$55 (Floodplain)

17. Mobile Vending:

- a. Planning Division (329502) Permit Fee: \$27.50 per location

18. Temporary Tents

- a. Building Division Permit Fee: \$55
- b. Planning Division (329502) Permit Fee: \$27.50

19. Solar Energy Systems Permit Fees: Signed Sealed Drawings required. The permit fee is \$16.50per \$1,000 (or fraction thereof).

20. Electrical Permit Fees:

- a. Electrical Service:

Temporary service to 100 amperes	\$41.25
Low voltage systems i.e., tv, phone, sound, alarm (Exclude wireless security systems for 1 & 2 family)	\$8.60per system
Electrical work for New construction, alteration, renovations, additions, generators, repairs, etc.	\$16.50 per \$1,000 of estimated
Meter/service change outs (to include gang meters)	\$69 per meter
Functional check	\$69

- b. Swimming Pools and applicable water features: The permit fee, which includes all pool and applicable water feature equipment grounding, and underwater lights, is \$88.

21. Mechanical Permit Fees:

Heat and Air Conditioning Unit (including heat pump) New or Change outs, refrigeration systems, commercial hoods systems, Incinerators, boilers, chillers, Mechanical repair is \$16.50per \$1,000 (or fraction thereof).

22. Plumbing Permit Fees:

Plumbing for New construction, W/H change outs, repair/re-piping or renovations work is \$16.50 per \$1,000 (or fraction thereof).

23. Gas Permit Fees:

Gas for New construction, W/H change outs, repair/re-piping or renovations work is \$16.50 per \$1,000 (or fraction thereof).

Section 2: Building Permits and Developer Fees

- 24. Fire Sprinkler/Suppression Systems Permit Fees:
 - New Construction, repair/re-pipe, renovation. modification is \$16.50 per \$1000 (or fraction thereof).

- 25. Utility Site/Infrastructure Permit Fees:
 - a. Systems up to 20 devices (manholes, catch basin, storm drains) is \$220 (Engineering Division 344900)
 - b. Systems with over 20 devices is \$385. (Engineering Division 344900)
 - c. Planning Division (329502) fee is \$132.
 - d. Engineering Division (344900) Fee: \$165

- 26. Parking Lot Resurface, Restripe and Overlay Permit Fees:
 - a. Building Division fee is \$130
 - b. Planning Division (329502) fee is \$132
 - c. Engineering Division (344900) Fee is \$82.50

- 27. Life Safety Inspection Permit Fee: For anyone who request or is required to have an inspection for general life safety or standard housing inspection which are outside of performing permitted construction activity, the fee is \$69.

28. Re-inspection Fees: (All subsequent re-inspections shall be doubled the previous fee)

Building Division	Building Inspections	Initial re-inspection	80.00
		Second re-inspection	320.00
		Third or more re-inspection	320.00
Planning Division	Certificate of Occupancy -Site Insp	Single Family or Duplex	110.00
		Minor Development Orders	506.00
		Major Development Orders	676.50
Engineering Division	Certificate of Occupancy - Site Insp	Single Family or Duplex	110.00
		Minor Development Orders	165.00
		Major Development Orders	330.00
Eng. & Planning Div.	Certificate of Completion - Site Insp		55.00
Engineering Division	General Site	All Developments	55.00

- 29. Stop By/Walk Through Inspection Request Fee: The fee will be \$80.

Section 2: Building Permits and Developer Fees

329503 Right-of-Way Fees

The Land Development Code provides that City Council will establish and collect fees for issuing Right of Way Construction Permits for work in the City’s rights of way. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: LDC 8.01.00 & Resolutions 02-06, 02-23, 04-13, 04-15

Responsible Department: Community Development Department – Engineering Division

Utility right-of-way permit	\$286
Right-of-way administration fee – Residential single/duplex	\$44 per row
Right-of-way administration fee – Commercial or multi-family	\$137.50 per row
Construction right-of-way – Nonresidential	\$12.10 per 100 linear feet PLUS: \$85.80 per road bore \$286 per road cut \$85.80 landscaping/irrigation
Commercial right-of-way – Nonresidential individual simple owner fee for hold harmless & maintenance agreement	\$55
Commercial right-of-way – Nonresidential other ownership (corporate or trust) fee for hold harmless & maintenance agreement	\$93.50
Residential (single or 2-family lot)	\$12.10 per 100 linear feet PLUS: \$23.10 per bore \$286 per road cut \$23.10 landscaping/irrigation
Residential (single or 2-family lot) Individual simple owner fee for hold harmless & maintenance agreement	\$55
Residential (single or 2-family lot) other ownership (corporate or trust) fee for hold harmless & maintenance agreement	\$93.50
Right-of-way inspections – Commercial satisfactory completion	
Initial inspection	No charge
First site re-inspection	\$88
Each subsequent re-inspection	\$143
Right-of-way inspections – Residential satisfactory completion	
Initial inspection	No charge
First site re-inspection	\$71.50
Each subsequent re-inspection	\$93.50
Right-of-way – vacation/easement	\$2750

329502 LAND DEVELOPMENT REVIEW FEES (aka ZONING REVIEW FEES)

The Land Development Regulations provide that the City Council of the City of Destin, Florida will establish land development review, permit and other fees. Fees are set to cover the cost of the work associated with review, permitting, inspection and other activities associated with land development. The City may require, at its discretion, the review and advise of an expert consulting professional on any development application. Applicants will be responsible to reimburse the City for these outside costs plus a 10% Administrative Fee. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Land Development Code 18.01.00

Responsible Department: Community Development

DEVELOPMENT ORDER RELATED APPLICATIONS:

The following development order related application fees include first submittal reviews only. Subsequent submittal reviews and advertisement costs and mailing costs will be invoiced to the applicant at actual cost plus a 10% Administrative Fee. All invoices must be paid in full prior to submittal of additional submittal packages and/or the issuance of the Final Development Order (DO).

TYPE OF APPLICATION	APPLICATION FEE
<i>Pre-Application Review - Residential</i>	\$50
<i>Pre-Application Review - Non residential</i>	\$150
Developer's Agreement	\$4500
Major Developments	\$5500
Minor Developments	\$3500
Major Deviations to a Major Development	\$4500
Minor Deviations to a Major Development	\$2500
Major Deviation to a Minor Development	\$4500
Minor Deviation to a Minor Development	\$2500
Simple Deviation	\$1000
Planned Unit Development (PUD) (in addition to fee for subdivision, major development or minor development)	\$4000
Landscaping Plan Review (if not submitted as part of a DO Application)	\$750
Outdoor lighting plan review (if not submitted as part of a DO Application)	\$750
Development Order Exemption	\$500

DEVELOPMENT ORDER CONSTRUCTION PERFORMANCE BONDS

Some development orders will require construction performance bonds. After City Engineering staff complete an inspection of the construction site against the development order and find the developer has satisfactorily met the requirements of the development order, the City will issue a bond release letter after payment of:

DESCRIPTION	FEE
344900 Engineering Fee (for Bond Inspection)	\$80
341300 Administrative Service Fee	\$250
341300 Bond Handling Fee	10% of Bond

Section 2: Building Permits and Developer Fees

Code Reference: Land Development Code 2.20.00 C3

Responsible Department: Community Development

SUBDIVISION RELATED APPLICATIONS:

The following subdivision related application fees include first submittal reviews only. Subsequent submittal reviews and advertisement costs and mailing costs will be invoiced to the applicant at actual cost plus a 10% Administrative Fee. All invoices must be paid in full prior to submittal of additional submittal packages and/or final approval.

TYPE OF APPLICATION	APPLICATION FEE
Major Subdivisions	\$4500
Minor Subdivisions	\$2000
Replat of Subdivision/Lot Reconfiguration	\$1500
Lot Split	\$1000
Deed of Gift	\$1000
If easements follow the plat, replat, or lot reconfiguration and are executed by a separate document	\$500 per easement

ORDINANCE AMENDMENT RELATED APPLICATIONS:

An applicant applying for any one of the following ordinance amendment related applications is responsible for paying to the City: administrative expenses, cost recovery for the use of outside consultants by the City to review the application, legal notice costs, and mailing cost at actual cost plus a 10% Administrative Fee.

TYPE OF APPLICATION	APPLICATION FEE
Comprehensive Plan Text Amendment	\$2000
Comp Plan Future Land Use Map (FLUM) Amendment	\$2000
Land Development Code (LDC) Text Amendment	\$2000
LDC Rezoning Map Amendment	\$2000
Code of Ordinance Text Amendment	\$2000

BOARD OF ADJUSTMENT RELATED APPLICATIONS:

An applicant applying for any one of the following Board of Adjustment applications is responsible for paying to the City: administrative expenses, cost recovery for the use of outside consultants by the City to review the application, legal notice costs, and mailing cost, at actual cost plus a 10% Administrative Fee.

TYPE OF APPLICATION	APPLICATION FEE
Administrative Decision Appeal	\$1000
Variance	\$1000
Exception (Marina Siting Only)	\$1000

TABLING AND/OR REHEARING:

The following fees are established for an applicant initiating tabling and/or re-hearing of an application at City Council, Local Planning Agency (LPA), Board of Adjustment (BOA), or Technical Review Team (TRT). The applicant is responsible for paying to the City administrative expenses, cost recovery for the use of outside consultant by the City to review the application, legal notice costs, and mailing cost, at actual cost plus a 10% Administrative Fee.

Section 2: Building Permits and Developer Fees

TYPE OF HEARING	FEE
City Council	\$500
Local Planning Agency (LPA)	\$500
Board of Adjustments	\$500
Technical Review Team	\$500

MISCELLANEOUS APPLICATIONS, FEES, & LETTERS:

TYPE OF APPLICATION, FEE, OR LETTER	FEE (Per Application or Letter)
Alcohol Licenses	\$100
Zoning Compliance Letter	\$100
FDEP Review Letter	\$100
Re-Addressing for Convenience	\$500
White Sands Compliance Inspection	\$100
Each re-inspection due to failure of a previous inspection	\$150
Dog Friendly Dining	\$500
Conditional Use	\$1500
Property Status Letter (Lien Requests) BLDG (329501)	\$52.50
Home Solicitation Sales	\$55
Change of Use Application Fee - Commercial	\$500
<i>Change of Use Application Fee - Short Term Rental</i>	<i>\$2000</i>
Parking Agreement Review	\$500
White Sands Review	\$100
Street Name Change	\$500
<i>Special Beach Event Permit - Residential</i>	<i>\$250</i>
<i>Special Beach Event Permit - Commercial</i>	<i>\$500</i>
<i>Outside Consulting Fee</i>	<i>10% of invoice or \$200 whichever is less</i>

324xxx **IMPACT FEES & MOBILITY FEES**

Fees charged to developers at the time of development for construction of facilities to serve the development site. Impact fees are based on the Impact fee study performed in 2007. [Mobility fees are based on the 2024 demonstrated need study.](#)

Code Reference: Land Development Code

Responsible Department: Community Development Department

324110 **IMPACT FEES - PUBLIC SAFETY- RESIDENTIAL**

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$9
Residential, 500—749 sq. ft.	Dwelling	\$11
Residential, 750—999 sq. ft.	Dwelling	\$13

Section 2: Building Permits and Developer Fees

Residential, 1,000—1,499 sq. ft.	Dwelling	\$16
Residential, 1,500—1,999 sq. ft.	Dwelling	\$19
Residential, 2,000—2,999 sq. ft.	Dwelling	\$23
Residential, 3,000—3,999 sq. ft.	Dwelling	\$27
Residential, 4,000 sq. ft or more	Dwelling	\$31
Mobile home/RV park	Pad	\$21
Hotel/Motel	Room	\$11

324120 IMPACT FEES - PUBLIC SAFETY – COMMERCIAL

Land Use Type	Unit	Fee
Retail/commercial	1,000 sq. ft.	\$31
Office	1,000 sq. ft.	\$18
Industrial	1,000 sq. ft.	\$11
Warehouse	1,000 sq. ft.	\$11
Church/Synagogue	1,000 sq. ft.	\$11
School/college	1,000 sq. ft.	\$11
Hospital	1,000 sq. ft.	\$11
Nursing home	1,000 sq. ft.	\$11
Other institutional	1,000 sq. ft.	\$11

3243X0 IMPACT FEES/MOBILITY FEES – TRANSPORTATION

These Fees help the city address development impacts on transportation to include traffic, roads, sidewalks, multimodal transportation, streetlights, and parking.

<u>Proposed Land Uses</u>	<u>Unit</u>	<u>Fee per Unit</u>
<u>Long-term Residential</u>	<u>Dwelling</u>	
<u>Residential, less than 500 sq. ft.</u>		<u>\$5,023</u>
<u>Residential, 500—749 sq. ft.</u>		<u>\$6,086</u>
<u>Residential, 750—999 sq. ft.</u>		<u>\$6,888</u>
<u>Residential, 1,000—1,499 sq. ft.</u>		<u>\$7,737</u>
<u>Residential, 1,500—1,999 sq. ft.</u>		<u>\$8,539</u>
<u>Residential, 2,000—2,999 sq. ft.</u>		<u>\$9,389</u>
<u>Residential, 3,000—3,999 sq. ft.</u>		<u>\$10,190</u>
<u>Residential, 4,000 sq. ft or more</u>		<u>\$10,789</u>
<u>Short-term Residential</u>	<u>Dwelling</u>	
<u>less than 500 sq. ft.</u>		<u>\$14,257</u>
<u>500—749 sq. ft.</u>		<u>\$21,466</u>
<u>750—999 sq. ft.</u>		<u>\$26,901</u>
<u>1,000—1,499 sq. ft.</u>		<u>\$32,662</u>
<u>1,500—1,999 sq. ft.</u>		<u>\$38,097</u>
<u>2,000—2,999 sq. ft.</u>		<u>\$43,858</u>
<u>3,000—3,999 sq. ft.</u>		<u>\$49,293</u>
<u>4,000 sq. ft or more</u>		<u>\$53,352</u>
<u>Multifamily Housing (Low-Rise) (220)</u>	<u>Dwelling</u>	<u>\$10,267</u>
<u>Multifamily Housing (Mid-Rise) (221)</u>	<u>Dwelling</u>	<u>\$6,901</u>

Section 2: Building Permits and Developer Fees

<u>Mobile Home Park (240)</u>	<u>Dwelling</u>	<u>\$10,846</u>
<u>Hotel/Motel (310)</u>	<u>Room</u>	<u>\$12,171</u>
<u>Shopping Center >150k (820)</u>	<u>1000 sq. ft.</u>	<u>\$28,753</u>
<u>Shopping Plaza 40-150k (821)</u>	<u>1000 sq. ft.</u>	<u>\$41,141</u>
<u>Shopping Plaza 40-150k - w/Supermarket (821)</u>	<u>1000 sq. ft.</u>	<u>\$57,575</u>
<u>Strip Retail Plaza <40k (822)</u>	<u>1000 sq. ft.</u>	<u>\$33,178</u>
<u>Automobile Sales (New) (840)</u>	<u>1000 sq. ft.</u>	<u>\$42,409</u>
<u>Supermarket (850)</u>	<u>1000 sq. ft.</u>	<u>\$34,307</u>
<u>Drive-in Bank (912)</u>	<u>1000 sq. ft.</u>	<u>\$36,687</u>
<u>Automobile Parts and Service Center (943)</u>	<u>1000 sq. ft.</u>	<u>\$18,965</u>
<u>Convenience Store (851)</u>	<u>1000 sq. ft.</u>	<u>\$179,984</u>
<u>Golf Course (430)</u>	<u>Acre</u>	<u>\$5,697</u>
<u>Marina (420)</u>	<u>Berths</u>	<u>\$3,671</u>
<u>Fast-Food Restaurant with Drive-Through Window (934)</u>	<u>1000 sq. ft.</u>	<u>\$160,226</u>
<u>High-Turnover (Sit-Down) Restaurant (932)</u>	<u>1000 sq. ft.</u>	<u>\$62,053</u>
<u>Fine Dining Restaurant (931)</u>	<u>1000 sq. ft.</u>	<u>\$48,531</u>
<u>Convenience Store/Gas Station (945)</u>	<u>Fueling Position</u>	<u>\$62,598</u>
<u>General Office Building (710)</u>	<u>1000 sq. ft.</u>	<u>\$16,513</u>
<u>Medical-Dental Office Building - Stand-Alone (720)</u>	<u>1000 sq. ft.</u>	<u>\$54,839</u>
<u>Hospital (610)</u>	<u>1000 sq. ft.</u>	<u>\$16,406</u>
<u>Nursing Home (620)</u>	<u>1000 sq. ft.</u>	<u>\$10,282</u>
<u>Church (560)</u>	<u>1000 sq. ft.</u>	<u>\$11,577</u>
<u>Private School (K-12) (532)</u>	<u>Student</u>	<u>\$3,778</u>
<u>Day Care Center (565)</u>	<u>Student</u>	<u>\$6,230</u>
<u>General Light Industrial (110)</u>	<u>1000 sq. ft.</u>	<u>\$7,419</u>
<u>Warehousing (150)</u>	<u>1000 sq. ft.</u>	<u>\$2,254</u>

324310 IMPACT FEES/MOBILITY FEES – TRANSPORTATION – RESIDENTIAL

<u>Land Use Type-</u>	<u>Unit</u>	<u>Fee</u>
<u>Residential, less than 500 sq. ft.</u>	<u>Dwelling</u>	<u>\$583</u>
<u>Residential, 500—749 sq. ft.</u>	<u>Dwelling</u>	<u>\$724</u>
<u>Residential, 750—999 sq. ft.</u>	<u>Dwelling</u>	<u>\$855</u>
<u>Residential, 1,000—1,499 sq. ft.</u>	<u>Dwelling</u>	<u>\$1,016</u>
<u>Residential, 1,500—1,999 sq. ft.</u>	<u>Dwelling</u>	<u>\$1,198</u>
<u>Residential, 2,000—2,999 sq. ft.</u>	<u>Dwelling</u>	<u>\$1,425</u>
<u>Residential, 3,000—3,999 sq. ft.</u>	<u>Dwelling</u>	<u>\$1,677</u>
<u>Residential, 4,000 sq. ft or more</u>	<u>Dwelling</u>	<u>\$1,896</u>
<u>Mobile home/RV park</u>	<u>Pad</u>	<u>\$780</u>
<u>Hotel/Motel</u>	<u>Room</u>	<u>\$981</u>

Section 2: Building Permits and Developer Fees

324320 IMPACT FEES – TRANSPORTATION – COMMERCIAL

Land Use Type	Unit	Fee
Retail/shopping center	1,000 sq. ft.	\$1,752
Discount Superstore	1,000 sq. ft.	\$2,242
Bank, Walk-in	1,000 sq. ft.	\$2,043
Bank, Drive-in	1,000 sq. ft.	\$3,205
Supermarket	1,000 sq. ft.	\$3,298
Convenience market	1,000 sq. ft.	\$4,216
Golf Course	Acre	\$548
Marina	Berth	\$321
Racquet/Health Club	1,000 sq. ft.	\$3,584
Restaurant, Fast Food	1,000 sq. ft.	\$4,638
Restaurant, High Turnover	1,000 sq. ft.	\$4,464
Restaurant, Sit-Down	1,000 sq. ft.	\$3,244
Service Station	Fuel Position	\$1,030
Office, General	1,000 sq. ft.	\$1,404
Hospital	1,000 sq. ft.	\$2,262
Nursing Home	1,000 sq. ft.	\$786
Church/Synagogue	1,000 sq. ft.	\$883
School/College	1,000 sq. ft.	\$354
Day Care Center	1,000 sq. ft.	\$2,048
Other Institutional	1,000 sq. ft.	\$1,404
General Light Industrial	1,000 sq. ft.	\$888
Warehouse/Storage	1,000 sq. ft.	\$632
Mini-warehouse	1,000 sq. ft.	\$319

324610 IMPACT FEES - LIBRARY - RESIDENTIAL

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$62
Residential, 500—749 sq. ft.	Dwelling	\$78
Residential, 750—999 sq. ft.	Dwelling	\$93
Residential, 1,000—1,499 sq. ft.	Dwelling	\$112
Residential, 1,500—1,999 sq. ft.	Dwelling	\$133
Residential, 2,000—2,999 sq. ft.	Dwelling	\$160
Residential, 3,000—3,999 sq. ft.	Dwelling	\$190
Residential, 4,000 sq. ft or more	Dwelling	\$217
Mobile home/RV park	Pad	\$149
Hotel/Motel	Room	\$0

324620 IMPACT FEES - LIBRARY - COMMERCIAL

No Library Impact Fees are assessed for Commercial Development

Section 2: Building Permits and Developer Fees

324611 IMPACT FEES – RESIDENTIAL – PARKS

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$186
Residential, 500—749 sq. ft.	Dwelling	\$235
Residential, 750—999 sq. ft.	Dwelling	\$279
Residential, 1,000—1,499 sq. ft.	Dwelling	\$335
Residential, 1,500—1,999 sq. ft.	Dwelling	\$399
Residential, 2,000—2,999 sq. ft.	Dwelling	\$479
Residential, 3,000—3,999 sq. ft.	Dwelling	\$570
Residential, 4,000 sq. ft or more	Dwelling	\$649
Mobile home/RV park	Pad	\$447
Hotel/Motel	Room	\$243

324621 IMPACT FEES – COMMERCIAL – PARKS

No Parks Impact Fees are assessed for Commercial Development

344900 ENGINEERING FEES

The Land Development Code provides that City Council will establish and collect certain fees for engineering services.

Code Reference: Resolutions 02-06, 02-23, 04-13, 04-15

Responsible Department: Community Development Department/Engineering Division

Development Order Review Fees:

<i>TYPE OF APPLICATION:</i>	<i>E&S Review Fee</i>	<i>Engineering Review Fee</i>	<i>Floodplain Review Fee</i>	<i>Re-Review Fee</i>
MAJOR DEVELOPMENT or DEVIATION	\$200	\$200	\$25	\$100
MINOR DEVELOPMENT or DEVIATION	\$100	\$100	\$25	\$50
SIMPLE DEVIATION	\$100	\$100	\$25	\$50

Section 2: Building Permits and Developer Fees

329507 MARINE APPLICATION FEES

The collection of residential and commercial application fees is for review by the Harbor Board and Staff. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: 11.05 Code of Ordinance

Responsible Department: Community Development/Planning Division

	Fee (Per Application or Letter)
RESIDENTIAL	\$250
COMMERCIAL	\$1000

322900 NET POSITIVE ENVIRONMENTAL BENEFIT (NPEB) FEES

The Net Positive Environmental Benefit Impact Fee is 25% of the cost of construction for all marinas, docks, piers or other similar development within the Destin harbor and canals adjacent to the Destin Harbor.

341911 MAPS & PUBLICATIONS

Monies collected for providing copies, to include but not limited to, maps, plats and documents.

Responsible Department: Public Services/City Manager’s Office (GIS)

Standard data fees: \$3.10 / standard CD
 \$13.40 / standard aerial DVD
 \$13 / Aerial DVD

- Standard CD types are base vectors and aerial rasters. (Land use vectors available in future.)
- Base vector CD includes roads, water, 7.5-minute quads, quarter-quads, fire stations, city government buildings, libraries, parks, police stations, schools, flood zones, category storm surge, county border, city limits, zoning, future land use, community redevelopment agencies/areas, building footprints, digital elevations & aerial index.
- For parcels, contact Okaloosa County at 850-651-7958.
- In the future, free copies of standard CDs will be given quarterly to public library.
- Standard DVD types are base vectors and aerial rasters.
- Base vector DVD includes same layers as a Standard CD in un-zipped format.
- Aerial Raster DVD has same capacity as (3) CD's.

Standard Map Fees per page		
Size	Sparse Shading	Dense Shading
8.5 x 11 A	\$2.60	\$5.15
8.5 x 14	\$2.60	\$5.15
11 x 17 B	\$5.15	\$10.30
13 x 19	\$5.15	\$10.30
17 x 24 C	\$10.30	\$15.45
24 x 36 D	\$15.45	\$25.75
34 x 44 E	\$25.75	\$36.05

The above fees are based on map type, ink shading, and printing time, and color-copy fees at local company for small densely shaded maps. A map with over 25% of page shaded with solid ink is considered densely shaded. Custom requests are considered case by case with additional costs. Cost agreement may be in writing. Fulfilled only if costs are agreed upon, time is permitting, and media is practical. Includes but is not limited to:

- Any creation of new data.
- Any modification to existing data and maps.
- Any non-standard media (other than inkjet paper and CD’s).
- Any non-standard format such as AutoCAD.dxf

Custom fees: \$22.65 / hour staff rate (calculated in 15-min increments, no charge for first 15 min), plus media.
 \$3.10 / 650mb CD media, \$13.40 DVD media.

Section 3 Licenses and Permits: Business Tax Receipts (aka business licenses), Rental Registration (LTR/STR), Livery Permits, Vendor Permits, Marine Application Fees, Code Violations

316000 Local Business Taxes (aka Business Tax Receipts aka BTRs)

Fees levied by the City on all businesses, trades, and professions operating with the City or transacting business in interstate commerce where such tax is not prohibited by Sec. 8, Article 1 of the United States Constitution.

Local Business Tax Receipts are invoiced in July and due on October 1 each year. They expire September 30 the succeeding year. A Business Tax Receipt may be transferred to a new owner upon payment of a transfer fee and presentation of evidence of the sale and the original BTR. Receipt holders must comply with all applicable codes of the City and County, including building, fire, and health codes and zoning laws. Fees renewed after September 30 are subject up to 25% in penalties. Fees paid by credit card may now or in the future be charged up to 3% by the merchant services provider as per council motion of February 3, 2025.

Code Reference: F.S. Chapter 166.201, 205.042, 205.043, 205.053, Sec. 13-40 Code of Ordinances

Responsible Department: Community Development/Building Division

1. Charter boats: All charter boat or fare-carrying boat businesses shall pay a per boat base fee plus a per passenger fee based upon Coast Guard certified passenger capacity.

Charter boats, per boat base	\$100 per boat
Charter boats, per passenger fee	\$1.25 per passenger

2. Coin-operated machines: All businesses or activities utilizing coin-operated machines, except pay telephones, shall pay a BTR based upon the number of such machines. The local business tax fee will be determined based upon the total number of coin-operated machines the business or activity utilizes within the corporate limits of Destin, with a list of individual locations of coin-operated machines to be provided by the business or activity making application for a license. The owner of the business or activity shall make sufficient copies of the issued license for display at each coin-operated machine location.

Vending machines are those coin-operated devices which dispense a product in exchange for a coin, i.e., soft drinks, candy, grooming aids, cigarettes, etc. Amusement machines include devices such as pinball, electronic games, pool tables, skeet ball, juke boxes, etc. Laundry machines include washers, hot air dryers and dry-cleaning machines.

Amusement machines, per machine	
1 to 10 vending machines	\$62.50
11 to 25 vending machines	\$125.00
26 or more vending machines	\$187.50
1 to 25 coin-operated washing machines and dryers	\$62.50
26 to 50 coin-operated washing machines and dryers	\$125.00
51 or more coin-operated washing machines and dryers	\$187.50

Section 3: Business Licenses and Permits

3. Commercial fishing: Net boats, long line and all other commercial non-charter fishing businesses which sell seafood for profit, either retail or wholesale, shall pay a fee based upon the greatest number of vessels.

First boat	\$100.00
Each additional boat	\$50.00

4. Contractors and subcontractors: The classifications below are as defined in Florida Statutes Section 489.105.

General contractor	\$187.50
Building contractor	\$200.00
Residential, sheet metal, roofing, electrical, class A air conditioning, mechanical, plumbing, and commercial swimming pool contractors and subcontractors	\$150.00
Class B air conditioning and residential swimming pool contractors and subcontractors	\$100.00
Class C air conditioning and swimming pool service contractors or subcontractors	\$100.00
Handymen and similar craftsmen	\$50.00
All other contractors and subcontractors not listed herein	\$100.00

5. Food and beverage establishments:

Restaurants, cafes, snack bars, dining rooms, lounges, taverns, nightclubs and the like, whether operating in conjunction with some other line of business or not, base minimum plus per seat	\$100.00 min \$1.25 per seat
Snack counters, drive-ins, catering services, take-out services which maintain no seats, or like businesses which may provide some seating but whose primary nature of business is take-out or delivery of food and/or beverages	\$100.00

6. Gasoline stations (including marinas). The annual BT fee shall be based upon the maximum number of vehicles/vessels which can be serviced at any given time, in addition to other fees as may be required pursuant to this article.

1 to 4 vehicles/vessels	\$62.50
5 to 10 vehicles/vessels	\$125.00
11 to 15 vehicles/vessels	\$187.50
16 or more vehicles/vessels	\$250.00

7. Insurance:

Each insurance company writing any class of insurance upon any person or property residing or located within the city	\$100.00
Insurance agent or firm doing such business as agent or other representative of insurance company or companies, for each place of business	\$200.00

Section 3: Business Licenses and Permits

Each traveling or itinerant insurance agent or solicitor, soliciting business within the city	\$200.00
Insurance solicitors employed by, or representing, insurance agents who have an annual license as provided by this section	\$100.00

8. Leisure rentals: Businesses renting boats, yachts, jet skis, beach equipment, sailboats, motorcycles, mopeds, bicycles, or other similar equipment shall pay a BT fee based upon the number of units. The local business tax fee will be determined based upon the total number of leisure rentals the business or activity rents to the public within the corporate limits of Destin, with a list of individual locations of leisure rental setups to be provided by the business or activity making application for a BT receipt. The business owner or manager shall be responsible for making copies of the issued receipt, with a copy of said license to be distributed to each location site.

1 to 10 units	\$62.50
11 to 20 units	\$125.00
21 to 30 units	\$187.50
31 or more units	\$100.00

9. Marinas, dry docks, boat storage: Marinas, dry docks and boat storage annual license fees will be based upon the number of spaces for rent.

Spaces	Wet	Dry
1 to 3	\$65.50	\$62.50
4 to 10	\$125.00	\$62.50
11 to 20	\$187.50	\$93.75
21 to 40	\$250.00	\$125.00
41 to 60	\$312.50	\$156.25
61 or more	\$375.00	\$187.50

10. Professionals: The fees referenced in this section apply to each individual pursuing such profession or professional activities and not against the firm, partnership or corporation. Therefore, each individual must obtain a separate receipt rather than one (1) receipt being acquired by a firm, partnership or corporation. It shall be the responsibility of the principle of each firm to provide to the city a list of individual professionals working from or in the firm's office at the time of application, and to notify the city each time additional professionals assume professional working activities from the office. Each professional is responsible for acquiring his/her individual license BTR and shall post the issued BTR in a conspicuous place in the office in which the professional conducts business activities.

Class 1: Accountants/certified public accountants, architects, attorneys, chiropractors, dentists, engineers, medical doctors, opticians, optometrists, psychiatrists, psychologists, surveyors, and veterinarians	\$225.00
Class 2: Real estate brokers and stockbrokers	\$200.00
Class 3: Real estate agents, barbers, beauticians, cosmetologists, electrologists, and others not referenced in class 1, class 2, or in the insurance category (item 7 above)	\$50.00

Section 3: Business Licenses and Permits

11. Rental units: All hotels, motels, houses, cottages, condominium units, trailer spaces, boardinghouses and all other units or spaces rented. The local business tax fee will be determined based upon the total number of rental units the business or activity manages within the corporate limits of Destin, with a list of individual locations of rental units to be provided by the business or activity making application for a BTR. The business owner or manager shall post the issued BTR in a conspicuous place in the office which manages the rental units.

1 to 4 units	\$31.25
5 to 10 units	\$62.50
11 to 50 units	\$125.00
51 to 100 units	\$250.00
101 to 200 units	\$375.00
201 to 500 units	\$500.00
501 or more units	\$625.00
Mini-warehouse storage facilities	\$300.00

12. Retail, wholesale, manufacturing, services, financial institutions, clubs, pawnshops, private schools, car rentals, hospitals, clinics, advertising agencies, consultants, etc. All financial institutions and businesses selling goods, either wholesale or retail; businesses for the manufacture or assembly of goods; businesses providing services; all clubs, including golf, racquetball, swimming, health, social and the like; miniature golf, water slides and bowling alleys; private schools of any description; automobile rental agencies; and wrecker towing services shall pay a fee based upon the total number of employees. An employee shall be defined as any person actively connected with the business working within the city limits. An affidavit may be requested to accompany the application for such BTR stating the greatest number of individuals employed during any twenty-four-hour period during the preceding business tax year. The City Manager or his designee shall be supplied proof of the number of employees upon demand.

1 to 5 employees	\$62.50
6 to 20 employees	\$125.00
21 to 50 employees	\$187.50
50 Or more employess	\$250.00

13. Taxicabs, limousines, buses, private ambulances, courtesy cars, delivery cars, etc.: The annual BTR fee shall be a per-unit charge.

Taxicabs, per unit	\$62.50
Limousines, per unit	\$125.00
Buses: up to 40 passengers, per unit	\$187.50
Buses: 41 or more passengers, per unit	\$250.00
Courtesy/delivery cars, private ambulances, per unit	\$62.50

Section 3: Business Licenses and Permits

14. Theaters: Annual BTR fees will be based upon seating capacity.

1 to 30 seats	\$62.50
31 to 100 seats	\$125.00
101 to 300 seats	\$187.50
301 to 500 seats	\$250.00
501 to 750 seats	\$312.50
751 or more seats	\$375.00

15. Miscellaneous.

Any business activity not listed	\$300.00
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OTHER PERMITS AND LICENSES

329500 Rental Registration

The collection of administrative fees for the processing of applications for long- and short-term rental according to the following schedule: NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Chapter 13, Code of Ordinance Article 6 and Article 7

Responsible Department: Code Compliance Department

Long-term Rentals:

The registration is valid May 1st to May 1st.

Rental Unit	\$50
Multiple rental units (i.e., apartment complex) located on one single parcel with onsite property management	\$50 Single Registration fee Via the onsite property management
Multiple rental units not located on one single parcel and no available onsite property management	\$50 Per Unit
Late Fee (after June 1 st)	\$50 After July 1st

Section 3: Business Licenses and Permits

Short-term Rentals

The registration period is January – March of each year. The decal is good for one calendar year.

The following fees apply to single-family dwelling units and condominium units as defined in Chapter 13, Code of Ordinance. The total fee may include an administrative (paper application) fee of \$25, a reapplication fee of \$25, in addition to the rental registration fee based upon building total area square footage (as per Okaloosa Property Appraiser Building File data) as follows:

TOTAL SQUARE FOOTAGE	Condominium	Single-Family
Up to 1499 square feet	\$500	\$500
1500-2499 square feet	\$500	\$500
2500-4999 square feet	\$600	\$600
5000+ square feet	\$700	\$700

Additional short-term rental fees that may apply:

Administrative Fee (Paper Application)	\$25
Late Fee after March 31 st	\$100
Late Fee after June 1 st	\$500

329400 Livery Vessel Permitting

The Land Development Code provides that City Council will establish and collect fees for the issuance of Livery Vessel Permits. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Ordinance 17-02-CC

Responsible Department: Code Compliance Development

Livery Vessel Permit Fee	\$100 Per Vessel
Late Fee, per vessel After March 1 st of every calendar year	\$25

329504 Beach Management Vendor Permits

The Land Development Code provides that City Council will establish and collect fees for the issuance of Beach Vendor Permits. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: LDC 11.08.03

Responsible Department: Code Compliance Department

Wheeled Vehicle Permit, per vehicle	\$50
Beach Vendor Permit, per location	\$150
Late Fee, per location	\$25

329508 Sexually Oriented Business License

Ordinance 09-06-LC provides that City Council will establish and collect fees for the issuance of annual licenses for purposes of ensuring compliance with certain regulations. All licenses shall expire on September 30th of each year unless otherwise suspended or revoked. Applications for renewal shall be made at least 20 days before the expiration of the license. The fines for operating a sexually oriented business without business and employee licenses may be \$250 to \$500 and/or jail for a period not to exceed sixty days for each violation day.

Code Reference: Ordinance 09-06-LC

Responsible Department: Code Compliance Department

Initial Application Fee, per business	\$250
Annual Renewal Fee, per business	\$100
Initial Application Fee, per employee	\$50
Each Additional License, per employee	\$20
Annual Renewal Fee, per employee	\$50
Annual Renewal of each additional license per employee	\$10

354001 Code Violation Fines

These are fines assessed by the Code Board for non-compliance of violations. In the case of a first violation, the code enforcement board may order the violator to pay a fine not to exceed two hundred fifty dollars (\$250.00) for each day the violation continues past the date set by the board's order for compliance.

In cases where the code enforcement board has found that a repeat violation has been committed, the board may order the violator to pay a fine not to exceed five hundred dollars (\$500.00) for each day the repeat violation continues beginning with the date the repeat violation is found to have occurred by the code inspector.

Code Reference: Chapter 14 of the Code Ordinances, Section 14-81.

Responsible Department: Code Compliance Department

Special Magistrate

The Code of Ordinances provides that City Council will establish and collect fees for the prosecution of cases heard before the Special Magistrate.

Administrative Fee: \$500.00

Section 3: Business Licenses and Permits

Code Reference: Code of Ordinance Section 14-81

Responsible Department: Code Compliance Department

Section 4 Miscellaneous: Parking Fees and Fines, Clerk's Office, Cemetery, Election Qualifying Fees, NSF returned check fee

Fees paid by credit card may now or in the future be charged up to 3% by the merchant services provider as per council motion of February 3, 2025.

34450X PARKING FACILITIES USER FEES

Residents may obtain up to two (2) parking passes in January of each year at City Hall or the Community Center by presenting their vehicle registration.

Harbor District: North of highway 98, the Marler, Community Center, and Zerbe parking lot fees are \$20 for up to 24 hours. Non-residents may purchase a parking pass for the Harbor District lots for \$205 per year.

Beach Zones: Parking in the beach zones south of Highway 98 is \$20.00 for four (5) hours.

No parking is allowed between 11pm and 3am in the parking lots nor in the Beach Zones.

Code Reference: Resolutions 19-05

Responsible Department: Code Compliance Department

354000X PARKING FINES

Payments collected from parking fines related to parking issues throughout the City limits.

Parking Lot Fines in following areas: Marler, Zerbe, Community Center, Beach paid parking zones \$100
Other parking infractions \$100

Responsible Department: Code Compliance Department

351500 TRAFFIC FINES

A police officer may issue a ticket for any moving violation as set forth in the provision of the Code of Ordinances.

Code Reference: Florida Statutes 34.191; 142.03; 316.660; 318.21

Responsible Department: Community Development

341900 ELECTION QUALIFYING FEES

Elections for candidates running for office in accordance with the City's charter, Section 5.03 Qualifications.

"Candidates for the offices of City Council member and Mayor shall qualify for such office by the filing of a written notice of candidacy with the designated city official, by the payment of any applicable qualifying fee at such time and in such manner as may be prescribed by ordinance." For the March 2004 election was \$25 per candidate.

Code Reference: City Charter Section 5.03

Responsible Department: City Clerk's Office

Section 4: Miscellaneous Fees, Parking, Clerk, Cemetery

343800 CEMETERY LOT SALES

The City Code provides for City ownership and operation of cemeteries.

Code Reference: Resolution 23-05

Responsible Department: City Clerk’s Office

	RESIDENTS
BURIAL LOT, EACH	\$1,350
DISINTERMENT FEE	\$257
MAUSOLEUM NICHE	\$618
SEA MEMORIAL ENGRAVING	\$200 per visit
WEEKEND/HOLIDAY GRAVE MARKING	\$77

341300 PUBLIC RECORDS DUPLICATION

Note: The City of Destin will expect/exclude all governmental agencies from photocopying and/or duplicating charges. This policy applies to federal, state, county, or municipal governments, their agencies, and divisions. All other exceptions are at the discretion of the City Manager.

COPIES, CERTIFIED COPY	\$1 PER PAGE + PHOTOCOPY CHARGE
COPIES, COMPUTER DISC	\$6 PER DISC
FAXED (LOCAL)	\$0.10 PER PAGE
FAXED (LONG DISTANCE)	\$0.30 FLAT RATE + PHOTOCOPY CHARGE
PHOTOCOPIES, AERIAL (LARGE-36"x60")	\$10 PER PAGE
PHOTOCOPIES, AERIAL (SMALL- 24"x 36")	\$5 PER PAGE
SITE PLAN Copies (36" x 24")	\$2 PER PAGE
PHOTOCOPIES, DUPLEXED	\$0.20 PER PAGE
PHOTOCOPIES, ONE-SIDED	\$0.15 PER PAGE
SPECIAL SERVICE CHARGE	\$24 PER HOUR OR \$4 PER TEN MINUTE INCREMENT

**FAXED COPIES LIMITED TO 25 PAGES OR LESS AND 8.5"x14"

369000 NSF and returned check fee

The fee for returned checks paying for any City service, user fee, permit, license or payment of fines is \$30 or 10% of check amount, whichever is greater.

Code Reference: Resolution 19-11; Resolution 20-13; Resolution 21-11; Resolution; Resolution 23-05; Resolution 23-06; Resolution 23-21; Resolution 25-10

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 18, 2025
TYPE OF AGENDA ITEM: Resolution
AGENDA OUTLINE NUMBER: 4.F.

TO: City Council

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

FROM: David Prichard, Community Development Director
Krystal Strickland, Finance Director

DATE: August 13, 2025

SUBJECT: Resolution 25-17 Restated Schedule of Fees Adoption - Public Records, Library Fees, and Credit Card Processing

I. BACKGROUND:

The attached Revised and Restated Schedule of Fees assumes the mobility fee updates to the Schedule of Fees are adopted matching the fee tables presented in the May 19, 2025 Ordinance 25-08-LC (See August 13, 2025 Agenda item "Resolution 25-17 Restated Schedule of Fees Adoption - Mobility Fees").

This agenda item proposes two updates to the Schedule of Fees:

1. Increases Public Records Request fees from \$21 per hour to \$28 per hour (redlined version page 30).
2. Adjusts library service fees to replace video cases or audiobook cases from \$1-\$3 to "Replacement cost" (redlined version page 4).

On February 3, 2025, City Manager Item F "Pass-through Payment Processing Fees Determination" was passed with a motion of 6-0. Customers can avoid paying a credit card processing fee if they make their payment(s) by check or cash. This version of the Schedule of Fees makes clear that credit card processing fees of up to 3% may be passed through to customers. This is a statement inserted at the beginning of each major section of the Schedule of Fees (redlined version pages 3,6,21,28).

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II. DISCUSSION: Two Newly proposed fee changes

1. Increases Public Records Request fees from \$21 per hour to \$28 per hour and from \$4 per 10

minute increment to \$7 per 15 minute increment (redlined version page 30).

The City tends to collect \$15,000 per year in public record request fees. This equates to a 25% fee increase and might result in up to \$3700 more a year in user fees collected by the city clerk's office.

2. Adjusts library service fees to replace video cases or audiobook cases from \$1-\$3 to "Replacement cost" (redlined version page 4).

The Library tends to collect approximately \$3600 a year in miscellaneous fees which include photo copies and replacement fees for lost/damaged items. Changing the lost/damaged fees to "replacement cost" may generate an additional \$200 per year.

Incorporate 02/03/25 Motion regarding credit card processing fees

This version of the Schedule of Fees also makes clear that credit card processing fees of up to 3% may be passed through to customers. This is a statement inserted at the beginning of each major section of the Schedule of Fees. On February 3, 2025, City Manager Item F "Pass-through Payment Processing Fees Determination" was passed with a motion of 6-0. Customers can avoid paying a credit card processing fee if they make their payment(s) by check or cash.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor: Torey Geile

E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move that Council adopt Resolution 25-17 as presented to change the fees for public records requests and lost/damaged library media cases, and to incorporate language regarding credit card processing fees passed through to customers,

Attachments:

1. Resolution 25-17
Schedule of Fees
with Attachment
REDLINED 3
Library Clerk and CC
Fees
2. Resolution 25-17
Schedule of Fees
with Attachment
CLEAN

RESOLUTION 25-17

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA PROVIDING FOR AUTHORITY; AMENDING THE SCHEDULE OF FEES FOR FISCAL YEAR 2025; RESERVING THE RIGHT TO FURTHER AMEND THE SCHEDULE OF FEES; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Charter, Section 3.13, stipulates that the City Council shall by ordinance adopt a budget on or before September 30th of each year; and

WHEREAS, the Government Finance Officers Association (GFOA) and National Advisory Council on State and Local Budgeting (NACSLB) provide established guidelines and standards for *Best Practices in Public Budgeting* and promote the adoption of an Account Guide establishing Schedule of Fees; and

WHEREAS, City Council has determined through previous adoptions that the City can benefit by establishing a comprehensive fee schedule;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Destin, Florida:

Section 1. Authority. Authority for enactment of this Resolution is Section 166.021, Florida Statutes, and Section 1.01 of the Destin City Charter.

Section 2. Account Guide - Revenues. The City of Destin hereby amends and establishes the Schedule of Fees set forth in Attachment "A" and as adopted by City Council.

Section 3. Reservation of Right to Further Amend the Schedule of Fees. The City Council of the City of Destin hereby reserves the right to further amend the Schedule of Fees set forth in Attachment "A" and as adopted by City Council through future action and by Resolution.

Section 4. Repealer Clause. All sections or parts of sections of any City of Destin's Ordinance or parts of Ordinances, and any City of Destin's Resolutions or parts of Resolutions, and any City of Destin's Policy or parts of Policy, which are in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Severability. If any portion of this Resolution, including Attachment "A," is determined by any Court to be invalid, the invalid portion shall be stricken and such striking shall not affect the validity of the remainder of the Resolution or Attachment "A."

Section 5. Effective Date. This Resolution shall take effect upon approval by the City Council and signature by the Mayor.

ADOPTED THIS 18th DAY OF AUGUST 2025.

By: _____

Robert T. Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

ATTACHMENT A - Schedule of Fees

Section 1 Culture and Recreation: Library, Parks, Sports Complex, Community Center

Section 2 Building and Developers: Building Permits, Developer fees, Impact fees, Mobility fees, Right-of-Way permits, Engineering, and Map fees

Section 3 Licenses and Permits: Business Tax Receipts (aka business licenses), Rental Registration (LTR/STR), Livery Permits, Vendor Permits, Marine Application Fees, Code Violations

Section 4 Miscellaneous: Parking Fees and Fines, Clerk's Office, Cemetery, Election Qualifying Fees

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Section 1 Culture and Recreation

Fees to utilize specific recreational facilities to continue the operations and improvements of the park area. Fees are established for reservations and permits of recreational and park facilities to provide a user fee for programs wherever applicable within the City and to establish procedures for the collection of such fees. Fees paid by credit card may now or in the future be charged up to 3% by the merchant services provider as per council motion of February 3, 2025.

3471xx LIBRARY SERVICE FEES

Fees collected for library membership and services

Responsible Department: Library

MEMBERSHIP FEES (RESOLUTION 01-27)

Okaloosa County Residents	No charge
In-network, non-resident*	\$40 per family per year
6-month out-of-network, non-resident	\$30 per person
12-month out-of-network, non-resident	\$60 per person

*In-network areas include the other 15 counties in the Panhandle Library Access Network (PLAN) <https://www.plan.lib.fl.us/about-us/>

SERVICE FEES

Lost items	Replacement cost
Sand in book/damaged cover	\$3 re-wrap fee
Local fax	\$1 per page
Long-distance fax	\$2 per page
Printing – black and white	\$0.15 per page
Printing – color	\$0.25 per page
Replacement video case	\$1.00 Replacement cost
Replacement audiobook case	\$3.00 Replacement cost

3472xx PARK AND RECREATION FEES

Fees collected for any type of program open to the public that is not athletic.

Code Reference: Florida Statutes 166.201

Responsible Department: Parks & Recreation

RECREATION & CULTURAL SERVICES		
Department and/or Service	Fee Description	Current Rate
Athletics	Youth & Adult Sports Residents, Per Player	\$30.00 (\$150 Tackle Football \$80 NFL Flag Football)
	Youth & Adult Sports Non-Residents, Per Player	\$50.00 (\$225 Tackle Football \$120 NFL Flag Football)
	Child of Volunteer Head Coach	no charge
	Cheerleading Uniform	\$140.00
Team Sponsors	All Sports Adult & Youth (7yrs. & UP)	\$300.00
	All Youth Sports (3-6yrs)	\$200.00
	Youth Basketball (all ages)	\$150.00
Tournament Fees	Rental Rate, per field – per day	\$150.00, plus \$20/hour per field with lights
	Gymnasium Rental, per gym – per day	300.00, plus \$15/hour attendant fee
	Disc Golf Tournament, per player	\$5.00 + tax
	Field Attendant fields A/B/C/D/F/G	\$10.00 per hour, per field
	Admin fee	\$100.00 per day
	Trash Clean Up	w/concession \$75.00 per day w/o concession \$150.00 per day
	Field Lining (excludes softball/baseball)	\$150.00 per field
	Quick Dry, per bag	\$20.00
	Temporary field fencing, per fence	\$50.00
Rental – Recreational Facilities		
	Destin Community Center – price includes the following: kitchen usage, overhead sound system in gym, portable sound system and set up, microphone, podium, pull down screen with DVD in meeting rooms	Gym (Full) \$100.00/hour Gym (Half) \$50.00/hour Small Meeting Room \$30.00/hour Large Meeting Room \$50.00/hour Attendant \$15.00/hour (after normal business hours)
	Stage rental	\$100.00
	Tables – special event	\$1.00 each
	Chairs – special event	\$0.25 each
	Other Equipment/Supply Rental	Prices vary per item
	Special Event Set up/Breakdown Fee	\$100.00
	Morgan Sports Complex Children’s Park Pavillion, Buck Destin Park, Clement Taylor Park Pavillion, Leonard Destin Park Pavillion	\$65.00 per day
	Alcoholic beverages permit	\$200

Section 1: Culture and Recreation

	Park Water Source	\$30.00 per day
	Park Electric Source	\$10.00 per day
Rental – Ball Parks		
	Athletic Fields, Per Hour	\$30.00 without lights \$50.00 with lights
Programs/activities		
	After School Program Resident/Property owner	\$120.00/month
	After School Program Non-Resident	\$135.00/month
	After School Program – 2 nd Child Resident	\$110.00/month
	After School Program – 2 nd Child Non-Resident	\$125.00/month
	Spring Break Camp Resident/Property Owner	\$150.00/week
	Spring Break Camp Non-Resident	\$180.00/week
	Summer Recreation Resident/Property Owner	\$85.00/week
	Summer Recreation Non-Resident	\$100.00/week
	Daily “Drop In” Rate	\$5/person
	Special Events/Specialty Camps/Other Instructor Led Classes	Prices vary (due to varying instructor charges)
Joe’s Bayou		
	Residential daily launch/recovery fee, per trailer	\$25
	Commercial daily launch/recovery fee, per trailer	\$25
	Resident/non-commercial annual launch/recovery fee	\$0 per household (1 pass) \$0 per senior household, 65+ (1 pass) \$50 per additional pass
	Non-resident/non-commercial, per household per year	\$205
	Destin based commercial launch, per year	\$1,030
	Commercial launch, non-Destin, per year	\$2,060
	Pump out fee, Destin resident	No charge
	Pump out fee, non-resident, per usage	\$5
Henderson Beach State Park Fees		
	Daily entrance pass	\$30 per household (1 per household) \$25 per senior household, 65+ (1 per household)

Section 2 Building and Developers: Construction Permits, Developer Fees, Impact Fees, Mobility Fees, Right-of-Way permits, Engineering, Marine Application Fees, Map Fees

The governing bodies of local governments may provide a schedule of fees, as authorized by statutes for the enforcement of the provisions of its building code. Such fees shall be used solely for carrying out the local government's responsibilities in enforcing the Florida Building Code. All permit, processing, and plan review fees are non-refundable unless extenuating circumstances are submitted, in writing, and approved by the Building Official. All required fees shall be paid prior to the issuance of any permit and at the commencement of any construction. Fees paid by credit card may now or in the future be charged up to 3% by the merchant services provider as per council motion of February 3, 2025.

NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Section 125.56, F.S. Chapter 166.222; FS Section 468.631, 553.721, 553.80

Responsible Department: Community Development/Building Division

329505 Plan Review Fee

The following review fees are applicable to all building construction permits.

Plan Review Fee: All projects are subject to a review fee, which equals the greater of (50%) of the permit fee or actual cost, incurred by the City to include one resubmittal.

1. Projects greater than or equal to four-story and assembly occupancy over 5,000 square feet and/or large projects/developments determined by the Building Official shall be reviewed by a duly Florida Licensed Private Provider. The applicant shall pay the fee to the private provider for their review and the City will waive the Plan Review Fee.
2. The City may require, at the Building Official's discretion, a review of the single-family dwelling plans by a structural engineer. In this case, the applicant shall be required to pay the cost of this review.
3. All projects are subject to a review fee for Engineering/Erosion Control (344900) fee of \$55 to be paid upon submittal.
4. FEMA Flood Zone Review: ALL projects within these zones are subject to a review fee for the Floodplain Review of \$110.00.
5. Wetlands Protection: ALL projects in or adjacent to environmentally sensitive areas (wetlands & open water bodies) are subject to a review fee of \$55. (344900)
6. Any additional resubmittal for review shall be assessed an additional review fee of \$27.50 or 27.50% of the permit fee whichever is greater per division review. (329505)

Section 2: Building Permits and Developer Fees

329506 Contractor Registration Fee

An administrative fee will be charged to all contractors not licensed under FS 489 engaging in business in the City of Destin for which a permit is required. The administrative fee is for verification of state, county, and local licenses, as required by city ordinance and certificate of insurance from a Florida Licensed Insurance Company for General Liability 61G4-15.003(2)(c), and Worker’s Compensation as required by FS 440.103, 440.41, 440.42, and 489.144.

Code Reference: Chapter 13 Art. IV, Sec. 13-75, Code of Ordinances
Responsible Department: Community Development/Building Division

Specialty Contractors- The City will charge one annual administrative fee for all contractors engaging in the practice of contracting in the City of Destin whose scope of work is identified in a specialty contractor’s category.

Contractor annual administrative fee	\$80.00
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354003 Building Code Violations – Unsafe Code Fines and Fees

Fines and fees will be charged for noncompliance with the Florida Building Code to include the following items will be charged \$100 for first citation, \$300 for second citation, and a third citation will result in a summons to appear before the Construction Regulation Board:

- Failure to obtain a permit before commencing work
- Failure to post a notice of commencement
- Failure to obtain required inspections
- Failure to maintain proof of current workers’ compensation or public liability insurance
- Failure to inform the City of change of name style, address, or that licensee has ceased qualifying as a business
- Making misrepresentation on a permit application

Failure to correct building code violations will be charged \$500 for the first citation. The second citation will result in a Summons to Appear before the Construction Regulation Board.

Code Reference: City of Destin Ordinance 366 and Chapter 489 Florida Statutes
Responsible Department: Community Development/Building Division

322000 Building Construction Permit Fees

1. Permit Processing Fee: Administrative processing of \$77.00 is applied to all permits.
2. Penalty Fee: Any work which commences prior to securing the appropriate permit or permits shall be charged double the permit fee rate, which shall be collected by the Building Division. (Note: in accordance with Ordinance 336, the Building Official may issue a citation to the contractor.)
3. Re-Permit Fee:
 - a. Active permits (Change of Contractor): The fee for re-permitting any active permit will be 50% of the original building permit fee, no plan review fee, a \$77 processing fee.
 - b. Inactive permits (Expired): The fee for re-permitting any inactive permit will be regular fees, no plan review fee, and a \$77 processing fee.

Section 2: Building Permits and Developer Fees

4. In accordance with Florida Statute, a Florida Building Code (FBC) Surcharge (208002) is collected on all Building Permits of 1% or a \$2 minimum. In addition, a Building Code Administrators, and Inspectors Fund (BCAIB) Surcharge (208003) is also collected on all Building Permits issued in the amount of 1.5% or a \$2 minimum. Both of these surcharges are remitted to the Florida Department of Professional Regulation.

5. All New (Heated and Cooled) Buildings or Structure Additions (includes Manufactured Buildings).
 - a. Building Division Permit Fee: A permit for any new building or structure, or for any addition to an existing building or structure, or portion thereof is based on square footage of gross floor area multiplied by \$0.22 per square foot.
 - b. Planning Division (329502) permit fee: Residential (Single Family – Attached/Detached or Duplex) is \$0.06 per square foot of gross floor area. This fee includes the initial Certificate of Occupancy as-built site inspection.
 - c. Engineering Division (344900) Permit Fee: Residential (Single Family –Attached/Detached or Duplex) is \$0.08 per square foot gross floor area.
 - d. Planning Division (329502) permit fee: Multiple Family and Commercial Structures. If applicable, the fee is \$132. This fee includes the Certificate of Occupancy or Certificate of Completion and as-built site inspection.
 - e. Engineering Division (344900) Permit Fee: - Multiple Family and Commercial Structures: If applicable, the fee is \$330. This fee includes initial Erosion Control inspection and the Certificate of Occupancy or Certificate of Completion and as-built site inspection.

6. Other Structure Fee:
 - a. Building Division Fee: For all other structures to include non-heated and cooled buildings, renovations, interior buildouts, sheds, decks, fences, site disturbance (applies to Planning & Engineering fees only),etc. the permit fee is \$8.60 per \$1,000 (or fraction thereof).
 - b. Planning Division (329502) permit fee: Residential (Single Family Attached/Detached or Duplex): If applicable, the fee is \$66.00. This fee includes the Certificate of Occupancy/Completion and as-built site inspection.
 - c. Engineering Division (344900) Permit Fee: Residential (Single Family Attached/Detached or Duplex): If applicable, the fee is: \$66. The fee includes Certificate of Occupancy/Completion and as-built site inspection.
 - d. Planning Division (329502) permit fee: Multiple Family and Commercial Structures: If applicable, the fee is \$132. This fee includes the Certificate of Occupancy/Completion and as-built site inspection.
 - e. Engineering Division (344900) Permit Fee: Multiple Family and Commercial Structures: If applicable, the fee is: \$165. This fee includes the Certificate of Occupancy/Completion and as-built site inspection.
 - f. _____

7. Commercial Signs.

- a. The Building Division Permit fee for all permanent signs is based on the total area of each sign (two-sided signs on the same structure are considered as one sign). The following fees per sign are as follows:

Up to 20 square feet	\$71
Over 20 square feet	\$110

- b. The Planning Division Permit fee (329502) for signs are established:
 - i. If the sign will be mounted to an approved, existing structure, the permit fee is \$44.

Section 2: Building Permits and Developer Fees

- ii. If the sign will be mounted to a new structure, the permit-processing fee is \$88.
 - c. Engineering Division (344900) Permit fee for ground signs only: \$44.
8. Mobile/Manufactured Homes.
 - a. The Building Division Permit fee for mobile/manufactured homes, blocked, and skirts and tie-downs, is \$53.
 - b. The Planning Division (329502) Permit fee for mobile/manufactured homes, blocked, with skirts and tie-downs fee is \$66. This fee includes the initial Certificate of Occupancy/Completion as-built site inspection.
 - c. The Engineering Division (344900) Permit fee for mobile/manufactured homes, blocked, with skirts and tie-downs fee is \$55. This fee includes the initial Certificate/Completion as-built site inspection.
9. In Ground Swimming Pools and applicable water features (which includes all pool and water feature equipment, except electrical).
 - a. Building Permit Fee:
 - i. The fee for new residential swimming pools and applicable water features (excluding electrical fee) is \$132.
 - ii. The fee for new public swimming pools and applicable water features is \$297.
 - iii. The fee for renovations/repair/modifications: to existing public swimming pools and applicable water features is \$110.00
 - b. Planning Division (329502) Permit Fee: The fee for new swimming pools, applicable water features and level III alteration/renovations is \$105.60.
 - c. The Engineering Division (344900) Permit fee for new residential swimming pools, applicable water features and level III alteration/renovations is \$82.50.
10. Antennas - Dish and tower, roof and ground installations.
 - a. Domestic (Residential R3) installation: A permit is required only for those towers that are of such height that they cannot be contained on an owner's property if they fall. The permit fee is \$53.
 - b. Commercial (Non-Residential) installations: The fee is \$8.60 per \$1,000 (or fraction thereof).
11. Moving Buildings or Structures (excluding mobile homes): The fee to move any non-portable building or structure from one location to another location is \$119.
12. Demolition of Buildings or Structures:
 - a. Building Division Permit Fee: For the demolition of any building or structure, the fee is \$111.00. In addition to the demolition permit, you must submit a notice of asbestos removal form to the asbestos Coordinator for Northwest Florida District of Florida Department Environmental Protection (FDEP). (Note: The present address is 160 Government Center, Pensacola, Florida 31501). No Plan Review Fee or State fee.
 - b. Planning Division (329502) Permit Fee: The demolition permit fee is \$66.
 - c. Engineering Division (344900) Permit Fee: For the demolition of any building or structure, the fee is \$27.50. This fee includes initial Erosion Control inspection and the Certificate of Completion and site inspection.
13. Docks, Boathouses, Bulkheads and Seawalls:
 - a. Building Division Permit Fee: The fee for construction of docks, boathouses, bulkheads or seawalls is \$16.30 per \$1,000 (or fraction thereof).
 - b. Planning Division (329502) Permit Fee: The permit fee is \$33.
14. Land clearing:

Section 2: Building Permits and Developer Fees

- a. Planning Division (329502) Permit Fee: The fee for all land clearing permits is \$66.
- b. Engineering Permit (344900) Fee: The fee for land clearing in lots 1 acre or less in size is \$82.50. The fee for land clearing in lots over 1 acre in size is \$165. Fee is based on lot size, not the land clearing/area of disturbance.

15. Protected Tree removal:

- a. Planning Division (329502) Permit Fee: The fee for removing any protected or preserved tree shall be \$66.

16. Portable Buildings:

- a. Planning Division (329502) Permit Fee: \$88
- b. Engineering Division (344900) Permit Fee: \$55 (Floodplain)

17. Mobile Vending:

- a. Planning Division (329502) Permit Fee: \$27.50 per location

18. Temporary Tents

- a. Building Division Permit Fee: \$55
- b. Planning Division (329502) Permit Fee: \$27.50

19. Solar Energy Systems Permit Fees: Signed Sealed Drawings required. The permit fee is \$16.50per \$1,000 (or fraction thereof).

20. Electrical Permit Fees:

- a. Electrical Service:

Temporary service to 100 amperes	\$41.25
Low voltage systems i.e., tv, phone, sound, alarm (Exclude wireless security systems for 1 & 2 family)	\$8.60per system
Electrical work for New construction, alteration, renovations, additions, generators, repairs, etc.	\$16.50 per \$1,000 of estimated
Meter/service change outs (to include gang meters)	\$69 per meter
Functional check	\$69

- b. Swimming Pools and applicable water features: The permit fee, which includes all pool and applicable water feature equipment grounding, and underwater lights, is \$88.

21. Mechanical Permit Fees:

Heat and Air Conditioning Unit (including heat pump) New or Change outs, refrigeration systems, commercial hoods systems, Incinerators, boilers, chillers, Mechanical repair is \$16.50per \$1,000 (or fraction thereof).

22. Plumbing Permit Fees:

Plumbing for New construction, W/H change outs, repair/re-piping or renovations work is \$16.50 per \$1,000 (or fraction thereof).

23. Gas Permit Fees:

Gas for New construction, W/H change outs, repair/re-piping or renovations work is \$16.50 per \$1,000 (or fraction thereof).

Section 2: Building Permits and Developer Fees

- 24. Fire Sprinkler/Suppression Systems Permit Fees:
 - New Construction, repair/re-pipe, renovation. modification is \$16.50 per \$1000 (or fraction thereof).

- 25. Utility Site/Infrastructure Permit Fees:
 - a. Systems up to 20 devices (manholes, catch basin, storm drains) is \$220 (Engineering Division 344900)
 - b. Systems with over 20 devices is \$385. (Engineering Division 344900)
 - c. Planning Division (329502) fee is \$132.
 - d. Engineering Division (344900) Fee: \$165

- 26. Parking Lot Resurface, Restripe and Overlay Permit Fees:
 - a. Building Division fee is \$130
 - b. Planning Division (329502) fee is \$132
 - c. Engineering Division (344900) Fee is \$82.50

- 27. Life Safety Inspection Permit Fee: For anyone who request or is required to have an inspection for general life safety or standard housing inspection which are outside of performing permitted construction activity, the fee is \$69.

28. Re-inspection Fees: (All subsequent re-inspections shall be doubled the previous fee)

Building Division	Building Inspections	Initial re-inspection	80.00
		Second re-inspection	320.00
		Third or more re-inspection	320.00
Planning Division	Certificate of Occupancy -Site Insp	Single Family or Duplex	110.00
		Minor Development Orders	506.00
		Major Development Orders	676.50
Engineering Division	Certificate of Occupancy - Site Insp	Single Family or Duplex	110.00
		Minor Development Orders	165.00
		Major Development Orders	330.00
Eng. & Planning Div.	Certificate of Completion - Site Insp		55.00
Engineering Division	General Site	All Developments	55.00

- 29. Stop By/Walk Through Inspection Request Fee: The fee will be \$80.

Section 2: Building Permits and Developer Fees

329503 Right-of-Way Fees

The Land Development Code provides that City Council will establish and collect fees for issuing Right of Way Construction Permits for work in the City’s rights of way. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: LDC 8.01.00 & Resolutions 02-06, 02-23, 04-13, 04-15

Responsible Department: Community Development Department – Engineering Division

Utility right-of-way permit	\$286
Right-of-way administration fee – Residential single/duplex	\$44 per row
Right-of-way administration fee – Commercial or multi-family	\$137.50 per row
Construction right-of-way – Nonresidential	\$12.10 per 100 linear feet PLUS: \$85.80 per road bore \$286 per road cut \$85.80 landscaping/irrigation
Commercial right-of-way – Nonresidential individual simple owner fee for hold harmless & maintenance agreement	\$55
Commercial right-of-way – Nonresidential other ownership (corporate or trust) fee for hold harmless & maintenance agreement	\$93.50
Residential (single or 2-family lot)	\$12.10 per 100 linear feet PLUS: \$23.10 per bore \$286 per road cut \$23.10 landscaping/irrigation
Residential (single or 2-family lot) Individual simple owner fee for hold harmless & maintenance agreement	\$55
Residential (single or 2-family lot) other ownership (corporate or trust) fee for hold harmless & maintenance agreement	\$93.50
Right-of-way inspections – Commercial satisfactory completion	
Initial inspection	No charge
First site re-inspection	\$88
Each subsequent re-inspection	\$143
Right-of-way inspections – Residential satisfactory completion	
Initial inspection	No charge
First site re-inspection	\$71.50
Each subsequent re-inspection	\$93.50
Right-of-way – vacation/easement	\$2750

329502 LAND DEVELOPMENT REVIEW FEES (aka ZONING REVIEW FEES)

The Land Development Regulations provide that the City Council of the City of Destin, Florida will establish land development review, permit and other fees. Fees are set to cover the cost of the work associated with review, permitting, inspection and other activities associated with land development. The City may require, at its discretion, the review and advise of an expert consulting professional on any development application. Applicants will be responsible to reimburse the City for these outside costs plus a 10% Administrative Fee. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Land Development Code 18.01.00

Responsible Department: Community Development

DEVELOPMENT ORDER RELATED APPLICATIONS:

The following development order related application fees include first submittal reviews only. Subsequent submittal reviews and advertisement costs and mailing costs will be invoiced to the applicant at actual cost plus a 10% Administrative Fee. All invoices must be paid in full prior to submittal of additional submittal packages and/or the issuance of the Final Development Order (DO).

TYPE OF APPLICATION	APPLICATION FEE
<i>Pre-Application Review - Residential</i>	\$50
<i>Pre-Application Review - Non residential</i>	\$150
Developer's Agreement	\$4500
Major Developments	\$5500
Minor Developments	\$3500
Major Deviations to a Major Development	\$4500
Minor Deviations to a Major Development	\$2500
Major Deviation to a Minor Development	\$4500
Minor Deviation to a Minor Development	\$2500
Simple Deviation	\$1000
Planned Unit Development (PUD) (in addition to fee for subdivision, major development or minor development)	\$4000
Landscaping Plan Review (if not submitted as part of a DO Application)	\$750
Outdoor lighting plan review (if not submitted as part of a DO Application)	\$750
Development Order Exemption	\$500

DEVELOPMENT ORDER CONSTRUCTION PERFORMANCE BONDS

Some development orders will require construction performance bonds. After City Engineering staff complete an inspection of the construction site against the development order and find the developer has satisfactorily met the requirements of the development order, the City will issue a bond release letter after payment of:

DESCRIPTION	FEE
344900 Engineering Fee (for Bond Inspection)	\$80
341300 Administrative Service Fee	\$250
341300 Bond Handling Fee	10% of Bond

Section 2: Building Permits and Developer Fees

Code Reference: Land Development Code 2.20.00 C3

Responsible Department: Community Development

SUBDIVISION RELATED APPLICATIONS:

The following subdivision related application fees include first submittal reviews only. Subsequent submittal reviews and advertisement costs and mailing costs will be invoiced to the applicant at actual cost plus a 10% Administrative Fee. All invoices must be paid in full prior to submittal of additional submittal packages and/or final approval.

TYPE OF APPLICATION	APPLICATION FEE
Major Subdivisions	\$4500
Minor Subdivisions	\$2000
Replat of Subdivision/Lot Reconfiguration	\$1500
Lot Split	\$1000
Deed of Gift	\$1000
If easements follow the plat, replat, or lot reconfiguration and are executed by a separate document	\$500 per easement

ORDINANCE AMENDMENT RELATED APPLICATIONS:

An applicant applying for any one of the following ordinance amendment related applications is responsible for paying to the City: administrative expenses, cost recovery for the use of outside consultants by the City to review the application, legal notice costs, and mailing cost at actual cost plus a 10% Administrative Fee.

TYPE OF APPLICATION	APPLICATION FEE
Comprehensive Plan Text Amendment	\$2000
Comp Plan Future Land Use Map (FLUM) Amendment	\$2000
Land Development Code (LDC) Text Amendment	\$2000
LDC Rezoning Map Amendment	\$2000
Code of Ordinance Text Amendment	\$2000

BOARD OF ADJUSTMENT RELATED APPLICATIONS:

An applicant applying for any one of the following Board of Adjustment applications is responsible for paying to the City: administrative expenses, cost recovery for the use of outside consultants by the City to review the application, legal notice costs, and mailing cost, at actual cost plus a 10% Administrative Fee.

TYPE OF APPLICATION	APPLICATION FEE
Administrative Decision Appeal	\$1000
Variance	\$1000
Exception (Marina Siting Only)	\$1000

TABLING AND/OR REHEARING:

The following fees are established for an applicant initiating tabling and/or re-hearing of an application at City Council, Local Planning Agency (LPA), Board of Adjustment (BOA), or Technical Review Team (TRT). The applicant is responsible for paying to the City administrative expenses, cost recovery for the use of outside consultant by the City to review the application, legal notice costs, and mailing cost, at actual cost plus a 10% Administrative Fee.

Section 2: Building Permits and Developer Fees

TYPE OF HEARING	FEE
City Council	\$500
Local Planning Agency (LPA)	\$500
Board of Adjustments	\$500
Technical Review Team	\$500

MISCELLANEOUS APPLICATIONS, FEES, & LETTERS:

TYPE OF APPLICATION, FEE, OR LETTER	FEE (Per Application or Letter)
Alcohol Licenses	\$100
Zoning Compliance Letter	\$100
FDEP Review Letter	\$100
Re-Addressing for Convenience	\$500
White Sands Compliance Inspection	\$100
Each re-inspection due to failure of a previous inspection	\$150
Dog Friendly Dining	\$500
Conditional Use	\$1500
Property Status Letter (Lien Requests) BLDG (329501)	\$52.50
Home Solicitation Sales	\$55
Change of Use Application Fee - Commercial	\$500
<i>Change of Use Application Fee - Short Term Rental</i>	<i>\$2000</i>
Parking Agreement Review	\$500
White Sands Review	\$100
Street Name Change	\$500
<i>Special Beach Event Permit - Residential</i>	<i>\$250</i>
<i>Special Beach Event Permit - Commercial</i>	<i>\$500</i>
<i>Outside Consulting Fee</i>	<i>10% of invoice or \$200 whichever is less</i>

324xxx IMPACT FEES & MOBILITY FEES

Fees charged to developers at the time of development for construction of facilities to serve the development site. Impact fees are based on the Impact fee study performed in 2007. Mobility fees are based on the 2024 demonstrated need study.

Code Reference: Land Development Code

Responsible Department: Community Development Department

324110 IMPACT FEES - PUBLIC SAFETY- RESIDENTIAL

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$9
Residential, 500—749 sq. ft.	Dwelling	\$11
Residential, 750—999 sq. ft.	Dwelling	\$13

Section 2: Building Permits and Developer Fees

Residential, 1,000—1,499 sq. ft.	Dwelling	\$16
Residential, 1,500—1,999 sq. ft.	Dwelling	\$19
Residential, 2,000—2,999 sq. ft.	Dwelling	\$23
Residential, 3,000—3,999 sq. ft.	Dwelling	\$27
Residential, 4,000 sq. ft or more	Dwelling	\$31
Mobile home/RV park	Pad	\$21
Hotel/Motel	Room	\$11

324120 IMPACT FEES - PUBLIC SAFETY – COMMERCIAL

Land Use Type	Unit	Fee
Retail/commercial	1,000 sq. ft.	\$31
Office	1,000 sq. ft.	\$18
Industrial	1,000 sq. ft.	\$11
Warehouse	1,000 sq. ft.	\$11
Church/Synagogue	1,000 sq. ft.	\$11
School/college	1,000 sq. ft.	\$11
Hospital	1,000 sq. ft.	\$11
Nursing home	1,000 sq. ft.	\$11
Other institutional	1,000 sq. ft.	\$11

3243X0 MOBILITY FEES

These Fees help the city address development impacts on transportation to include traffic, roads, sidewalks, multimodal transportation, streetlights, and parking.

Proposed Land Uses	Unit	Fee per Unit
Long-term Residential	Dwelling	
Residential, less than 500 sq. ft.		\$5,023
Residential, 500—749 sq. ft.		\$6,086
Residential, 750—999 sq. ft.		\$6,888
Residential, 1,000—1,499 sq. ft.		\$7,737
Residential, 1,500—1,999 sq. ft.		\$8,539
Residential, 2,000—2,999 sq. ft.		\$9,389
Residential, 3,000—3,999 sq. ft.		\$10,190
Residential, 4,000 sq. ft or more		\$10,789
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
Multifamily Housing (Low-Rise) (220)	Dwelling	\$10,267
Multifamily Housing (Mid-Rise) (221)	Dwelling	\$6,901

Section 2: Building Permits and Developer Fees

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.	\$36,687
Automobile Parts and Service Center (943)	1000 sq. ft.	\$18,965
Convenience Store (851)	1000 sq. ft.	\$179,984
Golf Course (430)	Acre	\$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 Position	\$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)	Student	\$3,778
Day Care Center (565)	Student	\$6,230
General Light Industrial (110)	1000 sq. ft.	\$7,419
Warehousing (150)	1000 sq. ft.	\$2,254

324610 IMPACT FEES - LIBRARY - RESIDENTIAL

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$62
Residential, 500—749 sq. ft.	Dwelling	\$78
Residential, 750—999 sq. ft.	Dwelling	\$93
Residential, 1,000—1,499 sq. ft.	Dwelling	\$112
Residential, 1,500—1,999 sq. ft.	Dwelling	\$133
Residential, 2,000—2,999 sq. ft.	Dwelling	\$160
Residential, 3,000—3,999 sq. ft.	Dwelling	\$190
Residential, 4,000 sq. ft or more	Dwelling	\$217
Mobile home/RV park	Pad	\$149
Hotel/Motel	Room	\$0

Section 2: Building Permits and Developer Fees

324620 IMPACT FEES - LIBRARY - COMMERCIAL

No Library Impact Fees are assessed for Commercial Development

324611 IMPACT FEES – RESIDENTIAL – PARKS

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$186
Residential, 500—749 sq. ft.	Dwelling	\$235
Residential, 750—999 sq. ft.	Dwelling	\$279
Residential, 1,000—1,499 sq. ft.	Dwelling	\$335
Residential, 1,500—1,999 sq. ft.	Dwelling	\$399
Residential, 2,000—2,999 sq. ft.	Dwelling	\$479
Residential, 3,000—3,999 sq. ft.	Dwelling	\$570
Residential, 4,000 sq. ft or more	Dwelling	\$649
Mobile home/RV park	Pad	\$447
Hotel/Motel	Room	\$243

324621 IMPACT FEES – COMMERCIAL – PARKS

No Parks Impact Fees are assessed for Commercial Development

344900 ENGINEERING FEES

The Land Development Code provides that City Council will establish and collect certain fees for engineering services.

Code Reference: Resolutions 02-06, 02-23, 04-13, 04-15

Responsible Department: Community Development Department/Engineering Division

Development Order Review Fees:

<i>TYPE OF APPLICATION:</i>	<i>E&S Review Fee</i>	<i>Engineering Review Fee</i>	<i>Floodplain Review Fee</i>	<i>Re-Review Fee</i>
MAJOR DEVELOPMENT or DEVIATION	\$200	\$200	\$25	\$100
MINOR DEVELOPMENT or DEVIATION	\$100	\$100	\$25	\$50
SIMPLE DEVIATION	\$100	\$100	\$25	\$50

Section 2: Building Permits and Developer Fees

329507 MARINE APPLICATION FEES

The collection of residential and commercial application fees is for review by the Harbor Board and Staff. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: 11.05 Code of Ordinance

Responsible Department: Community Development/Planning Division

	Fee (Per Application or Letter)
RESIDENTIAL	\$250
COMMERCIAL	\$1000

322900 NET POSITIVE ENVIRONMENTAL BENEFIT (NPEB) FEES

The Net Positive Environmental Benefit Impact Fee is 25% of the cost of construction for all marinas, docks, piers or other similar development within the Destin harbor and canals adjacent to the Destin Harbor.

341911 MAPS & PUBLICATIONS

Monies collected for providing copies, to include but not limited to, maps, plats and documents.

Responsible Department: Public Services/City Manager’s Office (GIS)

Standard data fees: \$3.10 / standard CD
 \$13.40 / standard aerial DVD
 \$13 / Aerial DVD

- Standard CD types are base vectors and aerial rasters. (Land use vectors available in future.)
- Base vector CD includes roads, water, 7.5-minute quads, quarter-quads, fire stations, city government buildings, libraries, parks, police stations, schools, flood zones, category storm surge, county border, city limits, zoning, future land use, community redevelopment agencies/areas, building footprints, digital elevations & aerial index.
- For parcels, contact Okaloosa County at 850-651-7958.
- In the future, free copies of standard CDs will be given quarterly to public library.
- Standard DVD types are base vectors and aerial rasters.
- Base vector DVD includes same layers as a Standard CD in un-zipped format.
- Aerial Raster DVD has same capacity as (3) CD's.

Standard Map Fees per page		
Size	Sparse Shading	Dense Shading
8.5 x 11 A	\$2.60	\$5.15
8.5 x 14	\$2.60	\$5.15
11 x 17 B	\$5.15	\$10.30
13 x 19	\$5.15	\$10.30
17 x 24 C	\$10.30	\$15.45
24 x 36 D	\$15.45	\$25.75
34 x 44 E	\$25.75	\$36.05

The above fees are based on map type, ink shading, and printing time, and color-copy fees at local company for small densely shaded maps. A map with over 25% of page shaded with solid ink is considered densely shaded. Custom requests are considered case by case with additional costs. Cost agreement may be in writing. Fulfilled only if costs are agreed upon, time is permitting, and media is practical. Includes but is not limited to:

- Any creation of new data.
- Any modification to existing data and maps.
- Any non-standard media (other than inkjet paper and CD’s).
- Any non-standard format such as AutoCAD.dxf

Custom fees: \$22.65 / hour staff rate (calculated in 15-min increments, no charge for first 15 min), plus media. \$3.10 / 650mb CD media, \$13.40 DVD media.

Section 3 Licenses and Permits: Business Tax Receipts (aka business licenses), Rental Registration (LTR/STR), Livery Permits, Vendor Permits, Marine Application Fees, Code Violations

316000 Local Business Taxes (aka Business Tax Receipts aka BTRs)

Fees levied by the City on all businesses, trades, and professions operating with the City or transacting business in interstate commerce where such tax is not prohibited by Sec. 8, Article 1 of the United States Constitution.

Local Business Tax Receipts are invoiced in July and due on October 1 each year. They expire September 30 the succeeding year. A Business Tax Receipt may be transferred to a new owner upon payment of a transfer fee and presentation of evidence of the sale and the original BTR. Receipt holders must comply with all applicable codes of the City and County, including building, fire, and health codes and zoning laws. Fees renewed after September 30 are subject up to 25% in penalties. [Fees paid by credit card may now or in the future be charged up to 3% by the merchant services provider as per council motion of February 3, 2025.](#)

Code Reference: F.S. Chapter 166.201, 205.042, 205.043, 205.053, Sec. 13-40 Code of Ordinances

Responsible Department: Community Development/Building Division

1. Charter boats: All charter boat or fare-carrying boat businesses shall pay a per boat base fee plus a per passenger fee based upon Coast Guard certified passenger capacity.

Charter boats, per boat base	\$100 per boat
Charter boats, per passenger fee	\$1.25 per passenger

2. Coin-operated machines: All businesses or activities utilizing coin-operated machines, except pay telephones, shall pay a BTR based upon the number of such machines. The local business tax fee will be determined based upon the total number of coin-operated machines the business or activity utilizes within the corporate limits of Destin, with a list of individual locations of coin-operated machines to be provided by the business or activity making application for a license. The owner of the business or activity shall make sufficient copies of the issued license for display at each coin-operated machine location.

Vending machines are those coin-operated devices which dispense a product in exchange for a coin, i.e., soft drinks, candy, grooming aids, cigarettes, etc. Amusement machines include devices such as pinball, electronic games, pool tables, skeet ball, juke boxes, etc. Laundry machines include washers, hot air dryers and dry-cleaning machines.

Amusement machines, per machine	
1 to 10 vending machines	\$62.50
11 to 25 vending machines	\$125.00
26 or more vending machines	\$187.50
1 to 25 coin-operated washing machines and dryers	\$62.50
26 to 50 coin-operated washing machines and dryers	\$125.00
51 or more coin-operated washing machines and dryers	\$187.50

Section 3: Business Licenses and Permits

3. Commercial fishing: Net boats, long line and all other commercial non-charter fishing businesses which sell seafood for profit, either retail or wholesale, shall pay a fee based upon the greatest number of vessels.

First boat	\$100.00
Each additional boat	\$50.00

4. Contractors and subcontractors: The classifications below are as defined in Florida Statutes Section 489.105.

General contractor	\$187.50
Building contractor	\$200.00
Residential, sheet metal, roofing, electrical, class A air conditioning, mechanical, plumbing, and commercial swimming pool contractors and subcontractors	\$150.00
Class B air conditioning and residential swimming pool contractors and subcontractors	\$100.00
Class C air conditioning and swimming pool service contractors or subcontractors	\$100.00
Handymen and similar craftsmen	\$50.00
All other contractors and subcontractors not listed herein	\$100.00

5. Food and beverage establishments:

Restaurants, cafes, snack bars, dining rooms, lounges, taverns, nightclubs and the like, whether operating in conjunction with some other line of business or not, base minimum plus per seat	\$100.00 min \$1.25 per seat
Snack counters, drive-ins, catering services, take-out services which maintain no seats, or like businesses which may provide some seating but whose primary nature of business is take-out or delivery of food and/or beverages	\$100.00

6. Gasoline stations (including marinas). The annual BT fee shall be based upon the maximum number of vehicles/vessels which can be serviced at any given time, in addition to other fees as may be required pursuant to this article.

1 to 4 vehicles/vessels	\$62.50
5 to 10 vehicles/vessels	\$125.00
11 to 15 vehicles/vessels	\$187.50
16 or more vehicles/vessels	\$250.00

7. Insurance:

Each insurance company writing any class of insurance upon any person or property residing or located within the city	\$100.00
Insurance agent or firm doing such business as agent or other representative of insurance company or companies, for each place of business	\$200.00

Section 3: Business Licenses and Permits

Each traveling or itinerant insurance agent or solicitor, soliciting business within the city	\$200.00
Insurance solicitors employed by, or representing, insurance agents who have an annual license as provided by this section	\$100.00

8. Leisure rentals: Businesses renting boats, yachts, jet skis, beach equipment, sailboats, motorcycles, mopeds, bicycles, or other similar equipment shall pay a BT fee based upon the number of units. The local business tax fee will be determined based upon the total number of leisure rentals the business or activity rents to the public within the corporate limits of Destin, with a list of individual locations of leisure rental setups to be provided by the business or activity making application for a BT receipt. The business owner or manager shall be responsible for making copies of the issued receipt, with a copy of said license to be distributed to each location site.

1 to 10 units	\$62.50
11 to 20 units	\$125.00
21 to 30 units	\$187.50
31 or more units	\$100.00

9. Marinas, dry docks, boat storage: Marinas, dry docks and boat storage annual license fees will be based upon the number of spaces for rent.

Spaces	Wet	Dry
1 to 3	\$65.50	\$62.50
4 to 10	\$125.00	\$62.50
11 to 20	\$187.50	\$93.75
21 to 40	\$250.00	\$125.00
41 to 60	\$312.50	\$156.25
61 or more	\$375.00	\$187.50

10. Professionals: The fees referenced in this section apply to each individual pursuing such profession or professional activities and not against the firm, partnership or corporation. Therefore, each individual must obtain a separate receipt rather than one (1) receipt being acquired by a firm, partnership or corporation. It shall be the responsibility of the principle of each firm to provide to the city a list of individual professionals working from or in the firm's office at the time of application, and to notify the city each time additional professionals assume professional working activities from the office. Each professional is responsible for acquiring his/her individual license BTR and shall post the issued BTR in a conspicuous place in the office in which the professional conducts business activities.

Class 1: Accountants/certified public accountants, architects, attorneys, chiropractors, dentists, engineers, medical doctors, opticians, optometrists, psychiatrists, psychologists, surveyors, and veterinarians	\$225.00
Class 2: Real estate brokers and stockbrokers	\$200.00
Class 3: Real estate agents, barbers, beauticians, cosmetologists, electrologists, and others not referenced in class 1, class 2, or in the insurance category (item 7 above)	\$50.00

Section 3: Business Licenses and Permits

11. Rental units: All hotels, motels, houses, cottages, condominium units, trailer spaces, boardinghouses and all other units or spaces rented. The local business tax fee will be determined based upon the total number of rental units the business or activity manages within the corporate limits of Destin, with a list of individual locations of rental units to be provided by the business or activity making application for a BTR. The business owner or manager shall post the issued BTR in a conspicuous place in the office which manages the rental units.

1 to 4 units	\$31.25
5 to 10 units	\$62.50
11 to 50 units	\$125.00
51 to 100 units	\$250.00
101 to 200 units	\$375.00
201 to 500 units	\$500.00
501 or more units	\$625.00
Mini-warehouse storage facilities	\$300.00

12. Retail, wholesale, manufacturing, services, financial institutions, clubs, pawnshops, private schools, car rentals, hospitals, clinics, advertising agencies, consultants, etc. All financial institutions and businesses selling goods, either wholesale or retail; businesses for the manufacture or assembly of goods; businesses providing services; all clubs, including golf, racquetball, swimming, health, social and the like; miniature golf, water slides and bowling alleys; private schools of any description; automobile rental agencies; and wrecker towing services shall pay a fee based upon the total number of employees. An employee shall be defined as any person actively connected with the business working within the city limits. An affidavit may be requested to accompany the application for such BTR stating the greatest number of individuals employed during any twenty-four-hour period during the preceding business tax year. The City Manager or his designee shall be supplied proof of the number of employees upon demand.

1 to 5 employees	\$62.50
6 to 20 employees	\$125.00
21 to 50 employees	\$187.50
50 Or more employess	\$250.00

13. Taxicabs, limousines, buses, private ambulances, courtesy cars, delivery cars, etc.: The annual BTR fee shall be a per-unit charge.

Taxicabs, per unit	\$62.50
Limousines, per unit	\$125.00
Buses: up to 40 passengers, per unit	\$187.50
Buses: 41 or more passengers, per unit	\$250.00
Courtesy/delivery cars, private ambulances, per unit	\$62.50

Section 3: Business Licenses and Permits

14. Theaters: Annual BTR fees will be based upon seating capacity.

1 to 30 seats	\$62.50
31 to 100 seats	\$125.00
101 to 300 seats	\$187.50
301 to 500 seats	\$250.00
501 to 750 seats	\$312.50
751 or more seats	\$375.00

15. Miscellaneous.

Any business activity not listed	\$300.00
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OTHER PERMITS AND LICENSES

329500 Rental Registration

The collection of administrative fees for the processing of applications for long- and short-term rental according to the following schedule: NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Chapter 13, Code of Ordinance Article 6 and Article 7

Responsible Department: Code Compliance Department

Long-term Rentals

The registration is valid May 1st to May 1st.

Rental Unit	\$50
Multiple rental units (i.e., apartment complex) located on one single parcel with onsite property management	\$50 Single Registration fee Via the onsite property management
Multiple rental units not located on one single parcel and no available onsite property management	\$50 Per Unit
Late Fee (after June 1 st)	\$50 After July 1st

Short-term Rentals

The registration period is January – March of each year. The decal is good for one calendar year.

The following fees apply to single-family dwelling units and condominium units as defined in Chapter 13, Code of Ordinance. The total fee may include an administrative (paper application) fee of \$25, a reapplication fee of \$25, in addition to the rental registration fee based upon building total area square footage (as per Okaloosa Property Appraiser Building File data) as follows:

TOTAL SQUARE FOOTAGE	Condominium	Single-Family
Up to 1499 square feet	\$500	\$500
1500-2499 square feet	\$500	\$500
2500-4999 square feet	\$600	\$600
5000+ square feet	\$700	\$700

Additional short-term rental fees that may apply:

Administrative Fee (Paper Application)	\$25
Late Fee after March 31 st	\$100
Late Fee after June 1 st	\$500

329400 Livery Vessel Permitting

The Land Development Code provides that City Council will establish and collect fees for the issuance of Livery Vessel Permits. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Ordinance 17-02-CC

Responsible Department: Code Compliance Development

Livery Vessel Permit Fee	\$100 Per Vessel
Late Fee, per vessel After March 1 st of every calendar year	\$25

329504 Beach Management Vendor Permits

The Land Development Code provides that City Council will establish and collect fees for the issuance of Beach Vendor Permits. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: LDC 11.08.03

Responsible Department: Code Compliance Department

Wheeled Vehicle Permit, per vehicle	\$50
Beach Vendor Permit, per location	\$150
Late Fee, per location	\$25

329508 Sexually Oriented Business License

Ordinance 09-06-LC provides that City Council will establish and collect fees for the issuance of annual licenses for purposes of ensuring compliance with certain regulations. All licenses shall expire on September 30th of each year unless otherwise suspended or revoked. Applications for renewal shall be made at least 20 days before the expiration of the license. The fines for operating a sexually oriented business without business and employee licenses may be \$250 to \$500 and/or jail for a period not to exceed sixty days for each violation day.

Code Reference: Ordinance 09-06-LC

Responsible Department: Code Compliance Department

Initial Application Fee, per business	\$250
Annual Renewal Fee, per business	\$100
Initial Application Fee, per employee	\$50
Each Additional License, per employee	\$20
Annual Renewal Fee, per employee	\$50
Annual Renewal of each additional license per employee	\$10

354001 Code Violation Fines

These are fines assessed by the Code Board for non-compliance of violations. In the case of a first violation, the code enforcement board may order the violator to pay a fine not to exceed two hundred fifty dollars (\$250.00) for each day the violation continues past the date set by the board's order for compliance.

In cases where the code enforcement board has found that a repeat violation has been committed, the board may order the violator to pay a fine not to exceed five hundred dollars (\$500.00) for each day the repeat violation continues beginning with the date the repeat violation is found to have occurred by the code inspector.

Code Reference: Chapter 14 of the Code Ordinances, Section 14-81.

Responsible Department: Code Compliance Department

Special Magistrate

The Code of Ordinances provides that City Council will establish and collect fees for the prosecution of cases heard before the Special Magistrate.

Administrative Fee: \$500.00

Code Reference: Code of Ordinance Section 14-81

Responsible Department: Code Compliance Department

Section 4 Miscellaneous: Parking Fees and Fines, Clerk's Office, Cemetery, Election Qualifying Fees, NSF returned check fee

Fees paid by credit card may now or in the future be charged up to 3% by the merchant services provider as per council motion of February 3, 2025.

34450X PARKING FACILITIES USER FEES

Residents may obtain up to two (2) parking passes in January of each year at City Hall or the Community Center by presenting their vehicle registration.

Harbor District: North of highway 98, the Marler, Community Center, and Zerbe parking lot fees are \$20 for up to 24 hours. Non-residents may purchase a parking pass for the Harbor District lots for \$205 per year.

Beach Zones: Parking in the beach zones south of Highway 98 is \$20.00 for four (5) hours.

No parking is allowed between 11pm and 3am in the parking lots nor in the Beach Zones.

Code Reference: Resolutions 19-05

Responsible Department: Code Compliance Department

354000X PARKING FINES

Payments collected from parking fines related to parking issues throughout the City limits.

Parking Lot Fines in following areas: Marler, Zerbe, Community Center, Beach paid parking zones \$100
Other parking infractions \$100

Responsible Department: Code Compliance Department

351500 TRAFFIC FINES

A police officer may issue a ticket for any moving violation as set forth in the provision of the Code of Ordinances.

Code Reference: Florida Statutes 34.191; 142.03; 316.660; 318.21

Responsible Department: Community Development

341900 ELECTION QUALIFYING FEES

Elections for candidates running for office in accordance with the City's charter, Section 5.03 Qualifications.

"Candidates for the offices of City Council member and Mayor shall qualify for such office by the filing of a written notice of candidacy with the designated city official, by the payment of any applicable qualifying fee at such time and in such manner as may be prescribed by ordinance." For the March 2004 election was \$25 per candidate.

Code Reference: City Charter Section 5.03

Responsible Department: City Clerk's Office

Section 4: Miscellaneous Fees, Parking, Clerk, Cemetery

343800 CEMETERY LOT SALES

The City Code provides for City ownership and operation of cemeteries.

Code Reference: Resolution 23-05

Responsible Department: City Clerk’s Office

	RESIDENTS
BURIAL LOT, EACH	\$1,350
DISINTERMENT FEE	\$257
MAUSOLEUM NICHE	\$618
SEA MEMORIAL ENGRAVING	\$200 per visit
WEEKEND/HOLIDAY GRAVE MARKING	\$77

341300 PUBLIC RECORDS DUPLICATION

Note: The City of Destin will expect/exclude all governmental agencies from photocopying and/or duplicating charges. This policy applies to federal, state, county, or municipal governments, their agencies, and divisions. All other exceptions are at the discretion of the City Manager.

COPIES, CERTIFIED COPY	\$1 PER PAGE + PHOTOCOPY CHARGE
COPIES, COMPUTER DISC	\$6 PER DISC
FAXED (LOCAL)	\$0.10 PER PAGE
FAXED (LONG DISTANCE)	\$0.30 FLAT RATE + PHOTOCOPY CHARGE
PHOTOCOPIES, AERIAL (LARGE-36"x60")	\$10 PER PAGE
PHOTOCOPIES, AERIAL (SMALL- 24"x 36")	\$5 PER PAGE
SITE PLAN Copies (36" x 24")	\$2 PER PAGE
PHOTOCOPIES, DUPLEXED	\$0.20 PER PAGE
PHOTOCOPIES, ONE-SIDED	\$0.15 PER PAGE
SPECIAL SERVICE CHARGE	\$284 PER HOUR OR \$74 PER TEN -FIFTEEN MINUTE INCREMENT

**FAXED COPIES LIMITED TO 25 PAGES OR LESS AND 8.5"x14"

369000 NSF and returned check fee

The fee for returned checks paying for any City service, user fee, permit, license or payment of fines is \$30 or 10% of check amount, whichever is greater.

Code Reference: Resolution 19-11; Resolution 20-13; Resolution 21-11; Resolution; Resolution 23-05; Resolution 23-06; Resolution 23-21; Resolution 25-10

RESOLUTION 25-17

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA PROVIDING FOR AUTHORITY; AMENDING THE SCHEDULE OF FEES FOR FISCAL YEAR 2025; RESERVING THE RIGHT TO FURTHER AMEND THE SCHEDULE OF FEES; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Charter, Section 3.13, stipulates that the City Council shall by ordinance adopt a budget on or before September 30th of each year; and

WHEREAS, the Government Finance Officers Association (GFOA) and National Advisory Council on State and Local Budgeting (NACSLB) provide established guidelines and standards for *Best Practices in Public Budgeting* and promote the adoption of an Account Guide establishing Schedule of Fees; and

WHEREAS, City Council has determined through previous adoptions that the City can benefit by establishing a comprehensive fee schedule;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Destin, Florida:

Section 1. Authority. Authority for enactment of this Resolution is Section 166.021, Florida Statutes, and Section 1.01 of the Destin City Charter.

Section 2. Account Guide – Revenues. The City of Destin hereby amends and establishes the Schedule of Fees set forth in Attachment “A” and as adopted by City Council.

Section 3. Reservation of Right to Further Amend the Schedule of Fees. The City Council of the City of Destin hereby reserves the right to further amend the Schedule of Fees set forth in Attachment “A” and as adopted by City Council through future action and by Resolution.

Section 4. Repealer Clause. All sections or parts of sections of any City of Destin’s Ordinance or parts of Ordinances, and any City of Destin’s Resolutions or parts of Resolutions, and any City of Destin’s Policy or parts of Policy, which are in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Severability. If any portion of this Resolution, including Attachment “A,” is determined by any Court to be invalid, the invalid portion shall be stricken and such striking shall not affect the validity of the remainder of the Resolution or Attachment “A.”

Section 5. Effective Date. This Resolution shall take effect upon approval by the City Council and signature by the Mayor.

ADOPTED THIS 18th DAY OF AUGUST 2025.

By: _____
Robert T. Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

ATTACHMENT A - Schedule of Fees

Section 1 Culture and Recreation: Library, Parks, Sports Complex, Community Center

Section 2 Building and Developers: Building Permits, Developer fees, Impact fees, Mobility fees, Right-of-Way permits, Engineering, and Map fees

Section 3 Licenses and Permits: Business Tax Receipts (aka business licenses), Rental Registration (LTR/STR), Livery Permits, Vendor Permits, Marine Application Fees, Code Violations

Section 4 Miscellaneous: Parking Fees and Fines, Clerk's Office, Cemetery, Election Qualifying Fees

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Section 1 Culture and Recreation

Fees to utilize specific recreational facilities to continue the operations and improvements of the park area. Fees are established for reservations and permits of recreational and park facilities to provide a user fee for programs wherever applicable within the City and to establish procedures for the collection of such fees. Fees paid by credit card may now or in the future be charged up to 3% by the merchant services provider as per council motion of February 3, 2025.

3471xx LIBRARY SERVICE FEES

Fees collected for library membership and services

Responsible Department: Library

MEMBERSHIP FEES (RESOLUTION 01-27)

Okaloosa County Residents	No charge
In-network, non-resident*	\$40 per family per year
6-month out-of-network, non-resident	\$30 per person
12-month out-of-network, non-resident	\$60 per person

*In-network areas include the other 15 counties in the Panhandle Library Access Network (PLAN) <https://www.plan.lib.fl.us/about-us/>

SERVICE FEES

Lost items	Replacement cost
Sand in book/damaged cover	\$3 re-wrap fee
Local fax	\$1 per page
Long-distance fax	\$2 per page
Printing – black and white	\$0.15 per page
Printing – color	\$0.25 per page
Replacement video case	Replacement cost
Replacement audiobook case	Replacement cost

3472xx PARK AND RECREATION FEES

Fees collected for any type of program open to the public that is not athletic.

Code Reference: Florida Statutes 166.201

Responsible Department: Parks & Recreation

RECREATION & CULTURAL SERVICES		
Department and/or Service	Fee Description	Current Rate
Athletics	Youth & Adult Sports Residents, Per Player	\$30.00 (\$150 Tackle Football \$80 NFL Flag Football)
	Youth & Adult Sports Non-Residents, Per Player	\$50.00 (\$225 Tackle Football \$120 NFL Flag Football)
	Child of Volunteer Head Coach	no charge
	Cheerleading Uniform	\$140.00
Team Sponsors	All Sports Adult & Youth (7yrs. & UP)	\$300.00
	All Youth Sports (3-6yrs)	\$200.00
	Youth Basketball (all ages)	\$150.00
Tournament Fees	Rental Rate, per field – per day	\$150.00, plus \$20/hour per field with lights
	Gymnasium Rental, per gym – per day	300.00, plus \$15/hour attendant fee
	Disc Golf Tournament, per player	\$5.00 + tax
	Field Attendant fields A/B/C/D/F/G	\$10.00 per hour, per field
	Admin fee	\$100.00 per day
	Trash Clean Up	w/concession \$75.00 per day w/o concession \$150.00 per day
	Field Lining (excludes softball/baseball)	\$150.00 per field
	Quick Dry, per bag	\$20.00
	Temporary field fencing, per fence	\$50.00
Rental – Recreational Facilities		
	Destin Community Center – price includes the following: kitchen usage, overhead sound system in gym, portable sound system and set up, microphone, podium, pull down screen with DVD in meeting rooms	Gym (Full) \$100.00/hour Gym (Half) \$50.00/hour Small Meeting Room \$30.00/hour Large Meeting Room \$50.00/hour Attendant \$15.00/hour (after normal business hours)
	Stage rental	\$100.00
	Tables – special event	\$1.00 each
	Chairs – special event	\$0.25 each
	Other Equipment/Supply Rental	Prices vary per item
	Special Event Set up/Breakdown Fee	\$100.00
	Morgan Sports Complex Children’s Park Pavillion, Buck Destin Park, Clement Taylor Park Pavillion, Leonard Destin Park Pavillion	\$65.00 per day
	Alcoholic beverages permit	\$200

Section 1: Culture and Recreation

	Park Water Source	\$30.00 per day
	Park Electric Source	\$10.00 per day
Rental – Ball Parks		
	Athletic Fields, Per Hour	\$30.00 without lights \$50.00 with lights
Programs/activities		
	After School Program Resident/Property owner	\$120.00/month
	After School Program Non-Resident	\$135.00/month
	After School Program – 2 nd Child Resident	\$110.00/month
	After School Program – 2 nd Child Non-Resident	\$125.00/month
	Spring Break Camp Resident/Property Owner	\$150.00/week
	Spring Break Camp Non-Resident	\$180.00/week
	Summer Recreation Resident/Property Owner	\$85.00/week
	Summer Recreation Non-Resident	\$100.00/week
	Daily “Drop In” Rate	\$5/person
	Special Events/Specialty Camps/Other Instructor Led Classes	Prices vary (due to varying instructor charges)
Joe’s Bayou		
	Residential daily launch/recovery fee, per trailer	\$25
	Commercial daily launch/recovery fee, per trailer	\$25
	Resident/non-commercial annual launch/recovery fee	\$0 per household (1 pass) \$0 per senior household, 65+ (1 pass) \$50 per additional pass
	Non-resident/non-commercial, per household per year	\$205
	Destin based commercial launch, per year	\$1,030
	Commercial launch, non-Destin, per year	\$2,060
	Pump out fee, Destin resident	No charge
	Pump out fee, non-resident, per usage	\$5
Henderson Beach State Park Fees		
	Daily entrance pass	\$30 per household (1 per household) \$25 per senior household, 65+ (1 per household)

Section 2 Building and Developers: Construction Permits, Developer Fees, Impact Fees, Mobility Fees, Right-of-Way permits, Engineering, Marine Application Fees, Map Fees

The governing bodies of local governments may provide a schedule of fees, as authorized by statutes for the enforcement of the provisions of its building code. Such fees shall be used solely for carrying out the local government's responsibilities in enforcing the Florida Building Code. All permit, processing, and plan review fees are non-refundable unless extenuating circumstances are submitted, in writing, and approved by the Building Official. All required fees shall be paid prior to the issuance of any permit and at the commencement of any construction. Fees paid by credit card may now or in the future be charged up to 3% by the merchant services provider as per council motion of February 3, 2025.

NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Section 125.56, F.S. Chapter 166.222; FS Section 468.631, 553.721, 553.80

Responsible Department: Community Development/Building Division

329505 Plan Review Fee

The following review fees are applicable to all building construction permits.

Plan Review Fee: All projects are subject to a review fee, which equals the greater of (50%) of the permit fee or actual cost, incurred by the City to include one resubmittal.

1. Projects greater than or equal to four-story and assembly occupancy over 5,000 square feet and/or large projects/developments determined by the Building Official shall be reviewed by a duly Florida Licensed Private Provider. The applicant shall pay the fee to the private provider for their review and the City will waive the Plan Review Fee.
2. The City may require, at the Building Official's discretion, a review of the single-family dwelling plans by a structural engineer. In this case, the applicant shall be required to pay the cost of this review.
3. All projects are subject to a review fee for Engineering/Erosion Control (344900) fee of \$55 to be paid upon submittal.
4. FEMA Flood Zone Review: ALL projects within these zones are subject to a review fee for the Floodplain Review of \$110.00.
5. Wetlands Protection: ALL projects in or adjacent to environmentally sensitive areas (wetlands & open water bodies) are subject to a review fee of \$55. (344900)
6. Any additional resubmittal for review shall be assessed an additional review fee of \$27.50 or 27.50% of the permit fee whichever is greater per division review. (329505)

Section 2: Building Permits and Developer Fees

329506 Contractor Registration Fee

An administrative fee will be charged to all contractors not licensed under FS 489 engaging in business in the City of Destin for which a permit is required. The administrative fee is for verification of state, county, and local licenses, as required by city ordinance and certificate of insurance from a Florida Licensed Insurance Company for General Liability 61G4-15.003(2)(c), and Worker’s Compensation as required by FS 440.103, 440.41, 440.42, and 489.144.

Code Reference: Chapter 13 Art. IV, Sec. 13-75, Code of Ordinances
Responsible Department: Community Development/Building Division

Specialty Contractors- The City will charge one annual administrative fee for all contractors engaging in the practice of contracting in the City of Destin whose scope of work is identified in a specialty contractor’s category.

Contractor annual administrative fee	\$80.00
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354003 Building Code Violations – Unsafe Code Fines and Fees

Fines and fees will be charged for noncompliance with the Florida Building Code to include the following items will be charged \$100 for first citation, \$300 for second citation, and a third citation will result in a summons to appear before the Construction Regulation Board:

- Failure to obtain a permit before commencing work
- Failure to post a notice of commencement
- Failure to obtain required inspections
- Failure to maintain proof of current workers’ compensation or public liability insurance
- Failure to inform the City of change of name style, address, or that licensee has ceased qualifying as a business
- Making misrepresentation on a permit application

Failure to correct building code violations will be charged \$500 for the first citation. The second citation will result in a Summons to Appear before the Construction Regulation Board.

Code Reference: City of Destin Ordinance 366 and Chapter 489 Florida Statutes
Responsible Department: Community Development/Building Division

322000 Building Construction Permit Fees

1. Permit Processing Fee: Administrative processing of \$77.00 is applied to all permits.
2. Penalty Fee: Any work which commences prior to securing the appropriate permit or permits shall be charged double the permit fee rate, which shall be collected by the Building Division. (Note: in accordance with Ordinance 336, the Building Official may issue a citation to the contractor.)
3. Re-Permit Fee:
 - a. Active permits (Change of Contractor): The fee for re-permitting any active permit will be 50% of the original building permit fee, no plan review fee, a \$77 processing fee.
 - b. Inactive permits (Expired): The fee for re-permitting any inactive permit will be regular fees, no plan review fee, and a \$77 processing fee.

Section 2: Building Permits and Developer Fees

4. In accordance with Florida Statute, a Florida Building Code (FBC) Surcharge (208002) is collected on all Building Permits of 1% or a \$2 minimum. In addition, a Building Code Administrators, and Inspectors Fund (BCAIB) Surcharge (208003) is also collected on all Building Permits issued in the amount of 1.5% or a \$2 minimum. Both of these surcharges are remitted to the Florida Department of Professional Regulation.

5. All New (Heated and Cooled) Buildings or Structure Additions (includes Manufactured Buildings).
 - a. Building Division Permit Fee: A permit for any new building or structure, or for any addition to an existing building or structure, or portion thereof is based on square footage of gross floor area multiplied by \$0..22 per square foot.
 - b. Planning Division (329502) permit fee: Residential (Single Family – Attached/Detached or Duplex) is \$0.06 per square foot of gross floor area. This fee includes the initial Certificate of Occupancy as-built site inspection.
 - c. Engineering Division (344900) Permit Fee: Residential (Single Family –Attached/Detached or Duplex) is \$0.08 per square foot gross floor area.
 - d. Planning Division (329502) permit fee: Multiple Family and Commercial Structures. If applicable, the fee is \$132. This fee includes the Certificate of Occupancy or Certificate of Completion and as-built site inspection.
 - e. Engineering Division (344900) Permit Fee: - Multiple Family and Commercial Structures: If applicable, the fee is \$330. This fee includes initial Erosion Control inspection and the Certificate of Occupancy or Certificate of Completion and as-built site inspection.

6. Other Structure Fee:
 - a. Building Division Fee: For all other structures to include non-heated and cooled buildings, renovations, interior buildouts, sheds, decks, fences, site disturbance (applies to Planning & Engineering fees only),etc. the permit fee is \$8.60 per \$1,000 (or fraction thereof).
 - b. Planning Division (329502) permit fee: Residential (Single Family Attached/Detached or Duplex): If applicable, the fee is \$66.00. This fee includes the Certificate of Occupancy/Completion and as-built site inspection.
 - c. Engineering Division (344900) Permit Fee: Residential (Single Family Attached/Detached or Duplex): If applicable, the fee is: \$66. The fee includes Certificate of Occupancy/Completion and as-built site inspection.
 - d. Planning Division (329502) permit fee: Multiple Family and Commercial Structures: If applicable, the fee is \$132. This fee includes the Certificate of Occupancy/Completion and as-built site inspection.
 - e. Engineering Division (344900) Permit Fee: Multiple Family and Commercial Structures: If applicable, the fee is: \$165. This fee includes the Certificate of Occupancy/Completion and as-built site inspection.
 - f. _____

7. Commercial Signs.

- a. The Building Division Permit fee for all permanent signs is based on the total area of each sign (two-sided signs on the same structure are considered as one sign). The following fees per sign are as follows:

Up to 20 square feet	\$71
Over 20 square feet	\$110

- b. The Planning Division Permit fee (329502) for signs are established:
 - i. If the sign will be mounted to an approved, existing structure, the permit fee is \$44.

Section 2: Building Permits and Developer Fees

- ii. If the sign will be mounted to a new structure, the permit-processing fee is \$88.
 - c. Engineering Division (344900) Permit fee for ground signs only: \$44.
8. Mobile/Manufactured Homes.
 - a. The Building Division Permit fee for mobile/manufactured homes, blocked, and skirts and tie-downs, is \$53.
 - b. The Planning Division (329502) Permit fee for mobile/manufactured homes, blocked, with skirts and tie-downs fee is \$66. This fee includes the initial Certificate of Occupancy/Completion as-built site inspection.
 - c. The Engineering Division (344900) Permit fee for mobile/manufactured homes, blocked, with skirts and tie-downs fee is \$55. This fee includes the initial Certificate/Completion as-built site inspection.
9. In Ground Swimming Pools and applicable water features (which includes all pool and water feature equipment, except electrical).
 - a. Building Permit Fee:
 - i. The fee for new residential swimming pools and applicable water features (excluding electrical fee) is \$132.
 - ii. The fee for new public swimming pools and applicable water features is \$297.
 - iii. The fee for renovations/repair/modifications: to existing public swimming pools and applicable water features is \$110.00
 - b. Planning Division (329502) Permit Fee: The fee for new swimming pools, applicable water features and level III alteration/renovations is \$105.60.
 - c. The Engineering Division (344900) Permit fee for new residential swimming pools, applicable water features and level III alteration/renovations is \$82.50.
10. Antennas - Dish and tower, roof and ground installations.
 - a. Domestic (Residential R3) installation: A permit is required only for those towers that are of such height that they cannot be contained on an owner's property if they fall. The permit fee is \$53.
 - b. Commercial (Non-Residential) installations: The fee is \$8.60 per \$1,000 (or fraction thereof).
11. Moving Buildings or Structures (excluding mobile homes): The fee to move any non-portable building or structure from one location to another location is \$119.
12. Demolition of Buildings or Structures:
 - a. Building Division Permit Fee: For the demolition of any building or structure, the fee is \$111.00. In addition to the demolition permit, you must submit a notice of asbestos removal form to the asbestos Coordinator for Northwest Florida District of Florida Department Environmental Protection (FDEP). (Note: The present address is 160 Government Center, Pensacola, Florida 31501). No Plan Review Fee or State fee.
 - b. Planning Division (329502) Permit Fee: The demolition permit fee is \$66.
 - c. Engineering Division (344900) Permit Fee: For the demolition of any building or structure, the fee is \$27.50. This fee includes initial Erosion Control inspection and the Certificate of Completion and site inspection.
13. Docks, Boathouses, Bulkheads and Seawalls:
 - a. Building Division Permit Fee: The fee for construction of docks, boathouses, bulkheads or seawalls is \$16.30 per \$1,000 (or fraction thereof).
 - b. Planning Division (329502) Permit Fee: The permit fee is \$33.
14. Land clearing:

Section 2: Building Permits and Developer Fees

- a. Planning Division (329502) Permit Fee: The fee for all land clearing permits is \$66.
- b. Engineering Permit (344900) Fee: The fee for land clearing in lots 1 acre or less in size is \$82.50. The fee for land clearing in lots over 1 acre in size is \$165. Fee is based on lot size, not the land clearing/area of disturbance.

15. Protected Tree removal:

- a. Planning Division (329502) Permit Fee: The fee for removing any protected or preserved tree shall be \$66.

16. Portable Buildings:

- a. Planning Division (329502) Permit Fee: \$88
- b. Engineering Division (344900) Permit Fee: \$55 (Floodplain)

17. Mobile Vending:

- a. Planning Division (329502) Permit Fee: \$27.50 per location

18. Temporary Tents

- a. Building Division Permit Fee: \$55
- b. Planning Division (329502) Permit Fee: \$27.50

19. Solar Energy Systems Permit Fees: Signed Sealed Drawings required. The permit fee is \$16.50per \$1,000 (or fraction thereof).

20. Electrical Permit Fees:

- a. Electrical Service:

Temporary service to 100 amperes	\$41.25
Low voltage systems i.e., tv, phone, sound, alarm (Exclude wireless security systems for 1 & 2 family)	\$8.60per system
Electrical work for New construction, alteration, renovations, additions, generators, repairs, etc.	\$16.50 per \$1,000 of estimated
Meter/service change outs (to include gang meters)	\$69 per meter
Functional check	\$69

- b. Swimming Pools and applicable water features: The permit fee, which includes all pool and applicable water feature equipment grounding, and underwater lights, is \$88.

21. Mechanical Permit Fees:

Heat and Air Conditioning Unit (including heat pump) New or Change outs, refrigeration systems, commercial hoods systems, Incinerators, boilers, chillers, Mechanical repair is \$16.50per \$1,000 (or fraction thereof).

22. Plumbing Permit Fees:

Plumbing for New construction, W/H change outs, repair/re-piping or renovations work is \$16.50 per \$1,000 (or fraction thereof).

23. Gas Permit Fees:

Gas for New construction, W/H change outs, repair/re-piping or renovations work is \$16.50 per \$1,000 (or fraction thereof).

Section 2: Building Permits and Developer Fees

24. Fire Sprinkler/Suppression Systems Permit Fees:

- New Construction, repair/re-pipe, renovation. modification is \$16.50 per \$1000 (or fraction thereof).

25. Utility Site/Infrastructure Permit Fees:

- a. Systems up to 20 devices (manholes, catch basin, storm drains) is \$220 (Engineering Division 344900)
- b. Systems with over 20 devices is \$385. (Engineering Division 344900)
- c. Planning Division (329502) fee is \$132.
- d. Engineering Division (344900) Fee: \$165

26. Parking Lot Resurface, Restripe and Overlay Permit Fees:

- a. Building Division fee is \$130
- b. Planning Division (329502) fee is \$132
- c. Engineering Division (344900) Fee is \$82.50

27. Life Safety Inspection Permit Fee: For anyone who request or is required to have an inspection for general life safety or standard housing inspection which are outside of performing permitted construction activity, the fee is \$69.

28. Re-inspection Fees: (All subsequent re-inspections shall be doubled the previous fee)

Building Division	Building Inspections	Initial re-inspection	80.00
		Second re-inspection	320.00
		Third or more re-inspection	320.00
Planning Division	Certificate of Occupancy -Site Insp	Single Family or Duplex	110.00
		Minor Development Orders	506.00
		Major Development Orders	676.50
Engineering Division	Certificate of Occupancy - Site Insp	Single Family or Duplex	110.00
		Minor Development Orders	165.00
		Major Development Orders	330.00
Eng. & Planning Div.	Certificate of Completion - Site Insp		55.00
Engineering Division	General Site	All Developments	55.00

29. Stop By/Walk Through Inspection Request Fee: The fee will be \$80.

Section 2: Building Permits and Developer Fees

329503 Right-of-Way Fees

The Land Development Code provides that City Council will establish and collect fees for issuing Right of Way Construction Permits for work in the City’s rights of way. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: LDC 8.01.00 & Resolutions 02-06, 02-23, 04-13, 04-15

Responsible Department: Community Development Department – Engineering Division

Utility right-of-way permit	\$286
Right-of-way administration fee – Residential single/duplex	\$44 per row
Right-of-way administration fee – Commercial or multi-family	\$137.50 per row
Construction right-of-way – Nonresidential	\$12.10 per 100 linear feet PLUS: \$85.80 per road bore \$286 per road cut \$85.80 landscaping/irrigation
Commercial right-of-way – Nonresidential individual simple owner fee for hold harmless & maintenance agreement	\$55
Commercial right-of-way – Nonresidential other ownership (corporate or trust) fee for hold harmless & maintenance agreement	\$93.50
Residential (single or 2-family lot)	\$12.10 per 100 linear feet PLUS: \$23.10 per bore \$286 per road cut \$23.10 landscaping/irrigation
Residential (single or 2-family lot) Individual simple owner fee for hold harmless & maintenance agreement	\$55
Residential (single or 2-family lot) other ownership (corporate or trust) fee for hold harmless & maintenance agreement	\$93.50
Right-of-way inspections – Commercial satisfactory completion	
Initial inspection	No charge
First site re-inspection	\$88
Each subsequent re-inspection	\$143
Right-of-way inspections – Residential satisfactory completion	
Initial inspection	No charge
First site re-inspection	\$71.50
Each subsequent re-inspection	\$93.50
Right-of-way – vacation/easement	\$2750

329502 LAND DEVELOPMENT REVIEW FEES (aka ZONING REVIEW FEES)

The Land Development Regulations provide that the City Council of the City of Destin, Florida will establish land development review, permit and other fees. Fees are set to cover the cost of the work associated with review, permitting, inspection and other activities associated with land development. The City may require, at its discretion, the review and advise of an expert consulting professional on any development application. Applicants will be responsible to reimburse the City for these outside costs plus a 10% Administrative Fee. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Land Development Code 18.01.00

Responsible Department: Community Development

DEVELOPMENT ORDER RELATED APPLICATIONS:

The following development order related application fees include first submittal reviews only. Subsequent submittal reviews and advertisement costs and mailing costs will be invoiced to the applicant at actual cost plus a 10% Administrative Fee. All invoices must be paid in full prior to submittal of additional submittal packages and/or the issuance of the Final Development Order (DO).

TYPE OF APPLICATION	APPLICATION FEE
<i>Pre-Application Review - Residential</i>	\$50
<i>Pre-Application Review - Non residential</i>	\$150
Developer's Agreement	\$4500
Major Developments	\$5500
Minor Developments	\$3500
Major Deviations to a Major Development	\$4500
Minor Deviations to a Major Development	\$2500
Major Deviation to a Minor Development	\$4500
Minor Deviation to a Minor Development	\$2500
Simple Deviation	\$1000
Planned Unit Development (PUD) (in addition to fee for subdivision, major development or minor development)	\$4000
Landscaping Plan Review (if not submitted as part of a DO Application)	\$750
Outdoor lighting plan review (if not submitted as part of a DO Application)	\$750
Development Order Exemption	\$500

DEVELOPMENT ORDER CONSTRUCTION PERFORMANCE BONDS

Some development orders will require construction performance bonds. After City Engineering staff complete an inspection of the construction site against the development order and find the developer has satisfactorily met the requirements of the development order, the City will issue a bond release letter after payment of:

DESCRIPTION	FEE
344900 Engineering Fee (for Bond Inspection)	\$80
341300 Administrative Service Fee	\$250
341300 Bond Handling Fee	10% of Bond

Section 2: Building Permits and Developer Fees

Code Reference: Land Development Code 2.20.00 C3

Responsible Department: Community Development

SUBDIVISION RELATED APPLICATIONS:

The following subdivision related application fees include first submittal reviews only. Subsequent submittal reviews and advertisement costs and mailing costs will be invoiced to the applicant at actual cost plus a 10% Administrative Fee. All invoices must be paid in full prior to submittal of additional submittal packages and/or final approval.

TYPE OF APPLICATION	APPLICATION FEE
Major Subdivisions	\$4500
Minor Subdivisions	\$2000
Replat of Subdivision/Lot Reconfiguration	\$1500
Lot Split	\$1000
Deed of Gift	\$1000
If easements follow the plat, replat, or lot reconfiguration and are executed by a separate document	\$500 per easement

ORDINANCE AMENDMENT RELATED APPLICATIONS:

An applicant applying for any one of the following ordinance amendment related applications is responsible for paying to the City: administrative expenses, cost recovery for the use of outside consultants by the City to review the application, legal notice costs, and mailing cost at actual cost plus a 10% Administrative Fee.

TYPE OF APPLICATION	APPLICATION FEE
Comprehensive Plan Text Amendment	\$2000
Comp Plan Future Land Use Map (FLUM) Amendment	\$2000
Land Development Code (LDC) Text Amendment	\$2000
LDC Rezoning Map Amendment	\$2000
Code of Ordinance Text Amendment	\$2000

BOARD OF ADJUSTMENT RELATED APPLICATIONS:

An applicant applying for any one of the following Board of Adjustment applications is responsible for paying to the City: administrative expenses, cost recovery for the use of outside consultants by the City to review the application, legal notice costs, and mailing cost, at actual cost plus a 10% Administrative Fee.

TYPE OF APPLICATION	APPLICATION FEE
Administrative Decision Appeal	\$1000
Variance	\$1000
Exception (Marina Siting Only)	\$1000

TABLING AND/OR REHEARING:

The following fees are established for an applicant initiating tabling and/or re-hearing of an application at City Council, Local Planning Agency (LPA), Board of Adjustment (BOA), or Technical Review Team (TRT). The applicant is responsible for paying to the City administrative expenses, cost recovery for the use of outside consultant by the City to review the application, legal notice costs, and mailing cost, at actual cost plus a 10% Administrative Fee.

Section 2: Building Permits and Developer Fees

TYPE OF HEARING	FEE
City Council	\$500
Local Planning Agency (LPA)	\$500
Board of Adjustments	\$500
Technical Review Team	\$500

MISCELLANEOUS APPLICATIONS, FEES, & LETTERS:

TYPE OF APPLICATION, FEE, OR LETTER	FEE (Per Application or Letter)
Alcohol Licenses	\$100
Zoning Compliance Letter	\$100
FDEP Review Letter	\$100
Re-Addressing for Convenience	\$500
White Sands Compliance Inspection	\$100
Each re-inspection due to failure of a previous inspection	\$150
Dog Friendly Dining	\$500
Conditional Use	\$1500
Property Status Letter (Lien Requests) BLDG (329501)	\$52.50
Home Solicitation Sales	\$55
Change of Use Application Fee - Commercial	\$500
<i>Change of Use Application Fee - Short Term Rental</i>	<i>\$2000</i>
Parking Agreement Review	\$500
White Sands Review	\$100
Street Name Change	\$500
<i>Special Beach Event Permit - Residential</i>	<i>\$250</i>
<i>Special Beach Event Permit - Commercial</i>	<i>\$500</i>
<i>Outside Consulting Fee</i>	<i>10% of invoice or \$200 whichever is less</i>

324xxx IMPACT FEES & MOBILITY FEES

Fees charged to developers at the time of development for construction of facilities to serve the development site. Impact fees are based on the Impact fee study performed in 2007. Mobility fees are based on the 2024 demonstrated need study.

Code Reference: Land Development Code

Responsible Department: Community Development Department

324110 IMPACT FEES - PUBLIC SAFETY- RESIDENTIAL

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$9
Residential, 500—749 sq. ft.	Dwelling	\$11
Residential, 750—999 sq. ft.	Dwelling	\$13

Section 2: Building Permits and Developer Fees

Residential, 1,000—1,499 sq. ft.	Dwelling	\$16
Residential, 1,500—1,999 sq. ft.	Dwelling	\$19
Residential, 2,000—2,999 sq. ft.	Dwelling	\$23
Residential, 3,000—3,999 sq. ft.	Dwelling	\$27
Residential, 4,000 sq. ft or more	Dwelling	\$31
Mobile home/RV park	Pad	\$21
Hotel/Motel	Room	\$11

324120 IMPACT FEES - PUBLIC SAFETY – COMMERCIAL

Land Use Type	Unit	Fee
Retail/commercial	1,000 sq. ft.	\$31
Office	1,000 sq. ft.	\$18
Industrial	1,000 sq. ft.	\$11
Warehouse	1,000 sq. ft.	\$11
Church/Synagogue	1,000 sq. ft.	\$11
School/college	1,000 sq. ft.	\$11
Hospital	1,000 sq. ft.	\$11
Nursing home	1,000 sq. ft.	\$11
Other institutional	1,000 sq. ft.	\$11

3243X0 MOBILITY FEES

These Fees help the city address development impacts on transportation to include traffic, roads, sidewalks, multimodal transportation, streetlights, and parking.

Proposed Land Uses	Unit	Fee per Unit
Long-term Residential	Dwelling	
Residential, less than 500 sq. ft.		\$5,023
Residential, 500—749 sq. ft.		\$6,086
Residential, 750—999 sq. ft.		\$6,888
Residential, 1,000—1,499 sq. ft.		\$7,737
Residential, 1,500—1,999 sq. ft.		\$8,539
Residential, 2,000—2,999 sq. ft.		\$9,389
Residential, 3,000—3,999 sq. ft.		\$10,190
Residential, 4,000 sq. ft or more		\$10,789
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
Multifamily Housing (Low-Rise) (220)	Dwelling	\$10,267
Multifamily Housing (Mid-Rise) (221)	Dwelling	\$6,901

Section 2: Building Permits and Developer Fees

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.	\$36,687
Automobile Parts and Service Center (943)	1000 sq. ft.	\$18,965
Convenience Store (851)	1000 sq. ft.	\$179,984
Golf Course (430)	Acre	\$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 Position	\$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)	Student	\$3,778
Day Care Center (565)	Student	\$6,230
General Light Industrial (110)	1000 sq. ft.	\$7,419
Warehousing (150)	1000 sq. ft.	\$2,254

324610 IMPACT FEES - LIBRARY - RESIDENTIAL

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$62
Residential, 500—749 sq. ft.	Dwelling	\$78
Residential, 750—999 sq. ft.	Dwelling	\$93
Residential, 1,000—1,499 sq. ft.	Dwelling	\$112
Residential, 1,500—1,999 sq. ft.	Dwelling	\$133
Residential, 2,000—2,999 sq. ft.	Dwelling	\$160
Residential, 3,000—3,999 sq. ft.	Dwelling	\$190
Residential, 4,000 sq. ft or more	Dwelling	\$217
Mobile home/RV park	Pad	\$149
Hotel/Motel	Room	\$0

Section 2: Building Permits and Developer Fees

324620 IMPACT FEES - LIBRARY - COMMERCIAL

No Library Impact Fees are assessed for Commercial Development

324611 IMPACT FEES – RESIDENTIAL – PARKS

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$186
Residential, 500—749 sq. ft.	Dwelling	\$235
Residential, 750—999 sq. ft.	Dwelling	\$279
Residential, 1,000—1,499 sq. ft.	Dwelling	\$335
Residential, 1,500—1,999 sq. ft.	Dwelling	\$399
Residential, 2,000—2,999 sq. ft.	Dwelling	\$479
Residential, 3,000—3,999 sq. ft.	Dwelling	\$570
Residential, 4,000 sq. ft or more	Dwelling	\$649
Mobile home/RV park	Pad	\$447
Hotel/Motel	Room	\$243

324621 IMPACT FEES – COMMERCIAL – PARKS

No Parks Impact Fees are assessed for Commercial Development

344900 ENGINEERING FEES

The Land Development Code provides that City Council will establish and collect certain fees for engineering services.

Code Reference: Resolutions 02-06, 02-23, 04-13, 04-15

Responsible Department: Community Development Department/Engineering Division

Development Order Review Fees:

<i>TYPE OF APPLICATION:</i>	<i>E&S Review Fee</i>	<i>Engineering Review Fee</i>	<i>Floodplain Review Fee</i>	<i>Re-Review Fee</i>
MAJOR DEVELOPMENT or DEVIATION	\$200	\$200	\$25	\$100
MINOR DEVELOPMENT or DEVIATION	\$100	\$100	\$25	\$50
SIMPLE DEVIATION	\$100	\$100	\$25	\$50

Section 2: Building Permits and Developer Fees

329507 MARINE APPLICATION FEES

The collection of residential and commercial application fees is for review by the Harbor Board and Staff. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: 11.05 Code of Ordinance

Responsible Department: Community Development/Planning Division

	Fee (Per Application or Letter)
RESIDENTIAL	\$250
COMMERCIAL	\$1000

322900 NET POSITIVE ENVIRONMENTAL BENEFIT (NPEB) FEES

The Net Positive Environmental Benefit Impact Fee is 25% of the cost of construction for all marinas, docks, piers or other similar development within the Destin harbor and canals adjacent to the Destin Harbor.

341911 MAPS & PUBLICATIONS

Monies collected for providing copies, to include but not limited to, maps, plats and documents.

Responsible Department: Public Services/City Manager’s Office (GIS)

Standard data fees: \$3.10 / standard CD
 \$13.40 / standard aerial DVD
 \$13 / Aerial DVD

- Standard CD types are base vectors and aerial rasters. (Land use vectors available in future.)
- Base vector CD includes roads, water, 7.5-minute quads, quarter-quads, fire stations, city government buildings, libraries, parks, police stations, schools, flood zones, category storm surge, county border, city limits, zoning, future land use, community redevelopment agencies/areas, building footprints, digital elevations & aerial index.
- For parcels, contact Okaloosa County at 850-651-7958.
- In the future, free copies of standard CDs will be given quarterly to public library.
- Standard DVD types are base vectors and aerial rasters.
- Base vector DVD includes same layers as a Standard CD in un-zipped format.
- Aerial Raster DVD has same capacity as (3) CD's.

Standard Map Fees per page		
Size	Sparse Shading	Dense Shading
8.5 x 11 A	\$2.60	\$5.15
8.5 x 14	\$2.60	\$5.15
11 x 17 B	\$5.15	\$10.30
13 x 19	\$5.15	\$10.30
17 x 24 C	\$10.30	\$15.45
24 x 36 D	\$15.45	\$25.75
34 x 44 E	\$25.75	\$36.05

The above fees are based on map type, ink shading, and printing time, and color-copy fees at local company for small densely shaded maps. A map with over 25% of page shaded with solid ink is considered densely shaded. Custom requests are considered case by case with additional costs. Cost agreement may be in writing. Fulfilled only if costs are agreed upon, time is permitting, and media is practical. Includes but is not limited to:

- Any creation of new data.
- Any modification to existing data and maps.
- Any non-standard media (other than inkjet paper and CD’s).
- Any non-standard format such as AutoCAD.dxf

Custom fees: \$22.65 / hour staff rate (calculated in 15-min increments, no charge for first 15 min), plus media.
 \$3.10 / 650mb CD media, \$13.40 DVD media.

Section 3 Licenses and Permits: Business Tax Receipts (aka business licenses), Rental Registration (LTR/STR), Livery Permits, Vendor Permits, Marine Application Fees, Code Violations

316000 Local Business Taxes (aka Business Tax Receipts aka BTRs)

Fees levied by the City on all businesses, trades, and professions operating with the City or transacting business in interstate commerce where such tax is not prohibited by Sec. 8, Article 1 of the United States Constitution.

Local Business Tax Receipts are invoiced in July and due on October 1 each year. They expire September 30 the succeeding year. A Business Tax Receipt may be transferred to a new owner upon payment of a transfer fee and presentation of evidence of the sale and the original BTR. Receipt holders must comply with all applicable codes of the City and County, including building, fire, and health codes and zoning laws. Fees renewed after September 30 are subject up to 25% in penalties. Fees paid by credit card may now or in the future be charged up to 3% by the merchant services provider as per council motion of February 3, 2025.

Code Reference: F.S. Chapter 166.201, 205.042, 205.043, 205.053, Sec. 13-40 Code of Ordinances

Responsible Department: Community Development/Building Division

1. Charter boats: All charter boat or fare-carrying boat businesses shall pay a per boat base fee plus a per passenger fee based upon Coast Guard certified passenger capacity.

Charter boats, per boat base	\$100 per boat
Charter boats, per passenger fee	\$1.25 per passenger

2. Coin-operated machines: All businesses or activities utilizing coin-operated machines, except pay telephones, shall pay a BTR based upon the number of such machines. The local business tax fee will be determined based upon the total number of coin-operated machines the business or activity utilizes within the corporate limits of Destin, with a list of individual locations of coin-operated machines to be provided by the business or activity making application for a license. The owner of the business or activity shall make sufficient copies of the issued license for display at each coin-operated machine location.

Vending machines are those coin-operated devices which dispense a product in exchange for a coin, i.e., soft drinks, candy, grooming aids, cigarettes, etc. Amusement machines include devices such as pinball, electronic games, pool tables, skeet ball, juke boxes, etc. Laundry machines include washers, hot air dryers and dry-cleaning machines.

Amusement machines, per machine	
1 to 10 vending machines	\$62.50
11 to 25 vending machines	\$125.00
26 or more vending machines	\$187.50
1 to 25 coin-operated washing machines and dryers	\$62.50
26 to 50 coin-operated washing machines and dryers	\$125.00
51 or more coin-operated washing machines and dryers	\$187.50

Section 3: Business Licenses and Permits

3. Commercial fishing: Net boats, long line and all other commercial non-charter fishing businesses which sell seafood for profit, either retail or wholesale, shall pay a fee based upon the greatest number of vessels.

First boat	\$100.00
Each additional boat	\$50.00

4. Contractors and subcontractors: The classifications below are as defined in Florida Statutes Section 489.105.

General contractor	\$187.50
Building contractor	\$200.00
Residential, sheet metal, roofing, electrical, class A air conditioning, mechanical, plumbing, and commercial swimming pool contractors and subcontractors	\$150.00
Class B air conditioning and residential swimming pool contractors and subcontractors	\$100.00
Class C air conditioning and swimming pool service contractors or subcontractors	\$100.00
Handymen and similar craftsmen	\$50.00
All other contractors and subcontractors not listed herein	\$100.00

5. Food and beverage establishments:

Restaurants, cafes, snack bars, dining rooms, lounges, taverns, nightclubs and the like, whether operating in conjunction with some other line of business or not, base minimum plus per seat	\$100.00 min \$1.25 per seat
Snack counters, drive-ins, catering services, take-out services which maintain no seats, or like businesses which may provide some seating but whose primary nature of business is take-out or delivery of food and/or beverages	\$100.00

6. Gasoline stations (including marinas). The annual BT fee shall be based upon the maximum number of vehicles/vessels which can be serviced at any given time, in addition to other fees as may be required pursuant to this article.

1 to 4 vehicles/vessels	\$62.50
5 to 10 vehicles/vessels	\$125.00
11 to 15 vehicles/vessels	\$187.50
16 or more vehicles/vessels	\$250.00

7. Insurance:

Each insurance company writing any class of insurance upon any person or property residing or located within the city	\$100.00
Insurance agent or firm doing such business as agent or other representative of insurance company or companies, for each place of business	\$200.00

Section 3: Business Licenses and Permits

Each traveling or itinerant insurance agent or solicitor, soliciting business within the city	\$200.00
Insurance solicitors employed by, or representing, insurance agents who have an annual license as provided by this section	\$100.00

8. Leisure rentals: Businesses renting boats, yachts, jet skis, beach equipment, sailboats, motorcycles, mopeds, bicycles, or other similar equipment shall pay a BT fee based upon the number of units. The local business tax fee will be determined based upon the total number of leisure rentals the business or activity rents to the public within the corporate limits of Destin, with a list of individual locations of leisure rental setups to be provided by the business or activity making application for a BT receipt. The business owner or manager shall be responsible for making copies of the issued receipt, with a copy of said license to be distributed to each location site.

1 to 10 units	\$62.50
11 to 20 units	\$125.00
21 to 30 units	\$187.50
31 or more units	\$100.00

9. Marinas, dry docks, boat storage: Marinas, dry docks and boat storage annual license fees will be based upon the number of spaces for rent.

Spaces	Wet	Dry
1 to 3	\$65.50	\$62.50
4 to 10	\$125.00	\$62.50
11 to 20	\$187.50	\$93.75
21 to 40	\$250.00	\$125.00
41 to 60	\$312.50	\$156.25
61 or more	\$375.00	\$187.50

10. Professionals: The fees referenced in this section apply to each individual pursuing such profession or professional activities and not against the firm, partnership or corporation. Therefore, each individual must obtain a separate receipt rather than one (1) receipt being acquired by a firm, partnership or corporation. It shall be the responsibility of the principle of each firm to provide to the city a list of individual professionals working from or in the firm's office at the time of application, and to notify the city each time additional professionals assume professional working activities from the office. Each professional is responsible for acquiring his/her individual license BTR and shall post the issued BTR in a conspicuous place in the office in which the professional conducts business activities.

Class 1: Accountants/certified public accountants, architects, attorneys, chiropractors, dentists, engineers, medical doctors, opticians, optometrists, psychiatrists, psychologists, surveyors, and veterinarians	\$225.00
Class 2: Real estate brokers and stockbrokers	\$200.00
Class 3: Real estate agents, barbers, beauticians, cosmetologists, electrologists, and others not referenced in class 1, class 2, or in the insurance category (item 7 above)	\$50.00

Section 3: Business Licenses and Permits

11. Rental units: All hotels, motels, houses, cottages, condominium units, trailer spaces, boardinghouses and all other units or spaces rented. The local business tax fee will be determined based upon the total number of rental units the business or activity manages within the corporate limits of Destin, with a list of individual locations of rental units to be provided by the business or activity making application for a BTR. The business owner or manager shall post the issued BTR in a conspicuous place in the office which manages the rental units.

1 to 4 units	\$31.25
5 to 10 units	\$62.50
11 to 50 units	\$125.00
51 to 100 units	\$250.00
101 to 200 units	\$375.00
201 to 500 units	\$500.00
501 or more units	\$625.00
Mini-warehouse storage facilities	\$300.00

12. Retail, wholesale, manufacturing, services, financial institutions, clubs, pawnshops, private schools, car rentals, hospitals, clinics, advertising agencies, consultants, etc. All financial institutions and businesses selling goods, either wholesale or retail; businesses for the manufacture or assembly of goods; businesses providing services; all clubs, including golf, racquetball, swimming, health, social and the like; miniature golf, water slides and bowling alleys; private schools of any description; automobile rental agencies; and wrecker towing services shall pay a fee based upon the total number of employees. An employee shall be defined as any person actively connected with the business working within the city limits. An affidavit may be requested to accompany the application for such BTR stating the greatest number of individuals employed during any twenty-four-hour period during the preceding business tax year. The City Manager or his designee shall be supplied proof of the number of employees upon demand.

1 to 5 employees	\$62.50
6 to 20 employees	\$125.00
21 to 50 employees	\$187.50
50 Or more employess	\$250.00

13. Taxicabs, limousines, buses, private ambulances, courtesy cars, delivery cars, etc.: The annual BTR fee shall be a per-unit charge.

Taxicabs, per unit	\$62.50
Limousines, per unit	\$125.00
Buses: up to 40 passengers, per unit	\$187.50
Buses: 41 or more passengers, per unit	\$250.00
Courtesy/delivery cars, private ambulances, per unit	\$62.50

Section 3: Business Licenses and Permits

14. Theaters: Annual BTR fees will be based upon seating capacity.

1 to 30 seats	\$62.50
31 to 100 seats	\$125.00
101 to 300 seats	\$187.50
301 to 500 seats	\$250.00
501 to 750 seats	\$312.50
751 or more seats	\$375.00

15. Miscellaneous.

Any business activity not listed	\$300.00
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OTHER PERMITS AND LICENSES

329500 Rental Registration

The collection of administrative fees for the processing of applications for long- and short-term rental according to the following schedule: NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Chapter 13, Code of Ordinance Article 6 and Article 7

Responsible Department: Code Compliance Department

Long-term Rentals

The registration is valid May 1st to May 1st.

Rental Unit	\$50
Multiple rental units (i.e., apartment complex) located on one single parcel with onsite property management	\$50 Single Registration fee Via the onsite property management
Multiple rental units not located on one single parcel and no available onsite property management	\$50 Per Unit
Late Fee (after June 1 st)	\$50 After July 1st

Section 3: Business Licenses and Permits

Short-term Rentals

The registration period is January – March of each year. The decal is good for one calendar year.

The following fees apply to single-family dwelling units and condominium units as defined in Chapter 13, Code of Ordinance. The total fee may include an administrative (paper application) fee of \$25, a reapplication fee of \$25, in addition to the rental registration fee based upon building total area square footage (as per Okaloosa Property Appraiser Building File data) as follows:

TOTAL SQUARE FOOTAGE	Condominium	Single-Family
Up to 1499 square feet	\$500	\$500
1500-2499 square feet	\$500	\$500
2500-4999 square feet	\$600	\$600
5000+ square feet	\$700	\$700

Additional short-term rental fees that may apply:

Administrative Fee (Paper Application)	\$25
Late Fee after March 31 st	\$100
Late Fee after June 1 st	\$500

329400 Livery Vessel Permitting

The Land Development Code provides that City Council will establish and collect fees for the issuance of Livery Vessel Permits. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Ordinance 17-02-CC

Responsible Department: Code Compliance Development

Livery Vessel Permit Fee	\$100 Per Vessel
Late Fee, per vessel After March 1 st of every calendar year	\$25

329504 Beach Management Vendor Permits

The Land Development Code provides that City Council will establish and collect fees for the issuance of Beach Vendor Permits. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: LDC 11.08.03

Responsible Department: Code Compliance Department

Wheeled Vehicle Permit, per vehicle	\$50
Beach Vendor Permit, per location	\$150
Late Fee, per location	\$25

329508 Sexually Oriented Business License

Ordinance 09-06-LC provides that City Council will establish and collect fees for the issuance of annual licenses for purposes of ensuring compliance with certain regulations. All licenses shall expire on September 30th of each year unless otherwise suspended or revoked. Applications for renewal shall be made at least 20 days before the expiration of the license. The fines for operating a sexually oriented business without business and employee licenses may be \$250 to \$500 and/or jail for a period not to exceed sixty days for each violation day.

Code Reference: Ordinance 09-06-LC

Responsible Department: Code Compliance Department

Initial Application Fee, per business	\$250
Annual Renewal Fee, per business	\$100
Initial Application Fee, per employee	\$50
Each Additional License, per employee	\$20
Annual Renewal Fee, per employee	\$50
Annual Renewal of each additional license per employee	\$10

354001 Code Violation Fines

These are fines assessed by the Code Board for non-compliance of violations. In the case of a first violation, the code enforcement board may order the violator to pay a fine not to exceed two hundred fifty dollars (\$250.00) for each day the violation continues past the date set by the board's order for compliance.

In cases where the code enforcement board has found that a repeat violation has been committed, the board may order the violator to pay a fine not to exceed five hundred dollars (\$500.00) for each day the repeat violation continues beginning with the date the repeat violation is found to have occurred by the code inspector.

Code Reference: Chapter 14 of the Code Ordinances, Section 14-81.

Responsible Department: Code Compliance Department

Special Magistrate

The Code of Ordinances provides that City Council will establish and collect fees for the prosecution of cases heard before the Special Magistrate.

Administrative Fee: \$500.00

Code Reference: Code of Ordinance Section 14-81

Responsible Department: Code Compliance Department

Section 4 Miscellaneous: Parking Fees and Fines, Clerk's Office, Cemetery, Election Qualifying Fees, NSF returned check fee

Fees paid by credit card may now or in the future be charged up to 3% by the merchant services provider as per council motion of February 3, 2025.

34450X PARKING FACILITIES USER FEES

Residents may obtain up to two (2) parking passes in January of each year at City Hall or the Community Center by presenting their vehicle registration.

Harbor District: North of highway 98, the Marler, Community Center, and Zerbe parking lot fees are \$20 for up to 24 hours. Non-residents may purchase a parking pass for the Harbor District lots for \$205 per year.

Beach Zones: Parking in the beach zones south of Highway 98 is \$20.00 for four (5) hours.

No parking is allowed between 11pm and 3am in the parking lots nor in the Beach Zones.

Code Reference: Resolutions 19-05

Responsible Department: Code Compliance Department

354000X PARKING FINES

Payments collected from parking fines related to parking issues throughout the City limits.

Parking Lot Fines in following areas: Marler, Zerbe, Community Center, Beach paid parking zones \$100
Other parking infractions \$100

Responsible Department: Code Compliance Department

351500 TRAFFIC FINES

A police officer may issue a ticket for any moving violation as set forth in the provision of the Code of Ordinances.

Code Reference: Florida Statutes 34.191; 142.03; 316.660; 318.21

Responsible Department: Community Development

341900 ELECTION QUALIFYING FEES

Elections for candidates running for office in accordance with the City's charter, Section 5.03 Qualifications.

"Candidates for the offices of City Council member and Mayor shall qualify for such office by the filing of a written notice of candidacy with the designated city official, by the payment of any applicable qualifying fee at such time and in such manner as may be prescribed by ordinance." For the March 2004 election was \$25 per candidate.

Code Reference: City Charter Section 5.03

Responsible Department: City Clerk's Office

Section 4: Miscellaneous Fees, Parking, Clerk, Cemetery

343800 CEMETERY LOT SALES

The City Code provides for City ownership and operation of cemeteries.

Code Reference: Resolution 23-05

Responsible Department: City Clerk's Office

	RESIDENTS
BURIAL LOT, EACH	\$1,350
DISINTERMENT FEE	\$257
MAUSOLEUM NICHE	\$618
SEA MEMORIAL ENGRAVING	\$200 per visit
WEEKEND/HOLIDAY GRAVE MARKING	\$77

341300 PUBLIC RECORDS DUPLICATION

Note: The City of Destin will expect/exclude all governmental agencies from photocopying and/or duplicating charges. This policy applies to federal, state, county, or municipal governments, their agencies, and divisions. All other exceptions are at the discretion of the City Manager.

COPIES, CERTIFIED COPY	\$1 PER PAGE + PHOTOCOPY CHARGE
COPIES, COMPUTER DISC	\$6 PER DISC
FAXED (LOCAL)	\$0.10 PER PAGE
FAXED (LONG DISTANCE)	\$0.30 FLAT RATE + PHOTOCOPY CHARGE
PHOTOCOPIES, AERIAL (LARGE-36"x60")	\$10 PER PAGE
PHOTOCOPIES, AERIAL (SMALL- 24"x 36")	\$5 PER PAGE
SITE PLAN Copies (36" x 24")	\$2 PER PAGE
PHOTOCOPIES, DUPLEXED	\$0.20 PER PAGE
PHOTOCOPIES, ONE-SIDED	\$0.15 PER PAGE
SPECIAL SERVICE CHARGE	\$28 PER HOUR OR \$7 PER FIFTEEN MINUTE INCREMENT

**FAXED COPIES LIMITED TO 25 PAGES OR LESS AND 8.5"x14"

369000 NSF and returned check fee

The fee for returned checks paying for any City service, user fee, permit, license or payment of fines is \$30 or 10% of check amount, whichever is greater.

Code Reference: Resolution 19-11; Resolution 20-13; Resolution 21-11; Resolution; Resolution 23-05; Resolution 23-06; Resolution 23-21; Resolution 25-10

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 18, 2025
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 4.G.

TO: City Council

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

FROM: Michael Burgess, Public Works Director

DATE: 08/12/2025

SUBJECT: RFB 25-10-PW, Concrete Continuing Services Contract, Update and requested RFB

I. BACKGROUND: The City of Destin entered into a continuing services contract with S.H. Hayes Enterprises LLC on September 20, 2021, for miscellaneous concrete work including sidewalks, curbing, and related infrastructure repairs (amended once in 2023). The contract has been renewed annually in accordance with its terms. At the August 4, 2025, Council meeting, the contractor requested adjustments to the unit prices to reflect increases in materials and labor costs.

Council opted to table the request and directed staff to prepare a new Request for Bids (RFB) to allow competitive pricing for the work going forward. Following that meeting, S.H. Hayes notified staff that they are willing to continue performing the work at the previously agreed-upon contract unit prices, without any increase until the end of the contract period (final renewal in December 2025 for Calendar Year 2026).

II. DISCUSSION: Staff has prepared RFB 25-10-PW for Miscellaneous Concrete Continuing Services per Council's prior direction (attached). However, given the contractor's willingness to honor the existing unit prices and their proven track record with the City, Public Works staff recommends continuing services under the current agreement.

S.H. Hayes has consistently delivered high-quality work on time and within budget, is familiar with City standards, and maintains all required licenses, insurance, and safety certifications. Continuing with the existing contractor would ensure no disruption in concrete services, eliminate the administrative time and costs associated with an RFB process, and maintain continuity in service delivery.

A. Link to Strategic Goals / Objectives: I. Financially Sound City providing Service Excellence
IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure
V. Improve Mobility and Connectivity

B. Effect on Budget (EOB): There is no change in unit pricing from the current contract rates. The FY25 Public Works budget already includes adequate funding to cover anticipated concrete-related work volumes at the existing rates. No additional appropriations are required.

C. Level of Service (LOS): There will be no change to the current level of service. S.H. Hayes has demonstrated the ability to respond promptly to service requests, meet project deadlines, and comply with applicable safety and construction standards. Their continued engagement ensures reliability and familiarity with City infrastructure needs.

D. Legislative Sponsor: N/A

E. Business Impact Statement: N/A

III. CONCLUSION: While an RFB has been prepared as previously directed, the contractor's agreement to maintain the existing pricing makes continuation of the current contract the most efficient and cost-effective option. This approach avoids potential service interruptions and leverages the contractor's proven performance record with the City.

IV. RECOMMENDED MOTION: I move to continue the Miscellaneous Concrete Continuing Services Contract with S.H. Hayes Enterprises LLC at the current unit prices.

Attachments:

1. RFB 25-10-PW Misc Concrete 081125

City of Destin – RFB 25-10-PW
Miscellaneous Concrete Continuing Services

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS RFB# 25-10-PW

**MISCELLANEOUS CONCRETE
CONTINUING SERVICES CONTRACT**



City of Destin, Florida
August 18, 2025

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

Initials of Bidder: _____

City of Destin – RFB 25-10-PW
Miscellaneous Concrete Continuing Services

BID CHECKLIST

Note: All required documentation must be submitted for your bid to be considered responsive. If any required documentation is missing, the submittal will be deemed incomplete/non-responsive and will not be considered.

Provide documentation in the order listed below. **If any boxes are left unchecked, the bid will be considered unresponsive.**

The following items are required for your bid to be evaluated. The Bidder must initial at the bottom of each page of this RFP in the space provided.

ITEM	CHECK IF INCLUDED
Cover Sheet	[]
Letter of Interest	[]
RFB 25-10-PW (copy)	[]
Completed Bid Form (Exhibit A)	[]
Completed Public Entity Crimes Form (Exhibit B)	[]
Completed Drug-Free Workplace Form (Exhibit C)	[]
Completed Anti-Human Trafficking Affidavit (Exhibit D)	[]
Proof of Workman’s Compensation Insurance Documents	[]
Proof of Required Liability Insurance	[]
Completed W-9 (available at https://www.irs.gov/pub/irs-pdf/fw9.pdf)	[]
Copy of State License (if required for job)	[]
Copy of City License (if business office is in Destin)	[]
Qualification and Experience Narrative (no more than 10 pages)	[]
Three References (minimum) to include contact name, organization, project name, and dates.	[]
Addenda (if applicable)	[]
Any other documents as requested	[]

Initials of Bidder: _____

City of Destin – RFB 25-10-PW
Miscellaneous Concrete Continuing Services

NOTICE TO BIDDERS

The City of Destin, Florida, is currently receiving sealed competitive Bids for Miscellaneous Concrete Continuing Services Contract for three years with the option for two additional one-year renewals not to exceed five years. The Scope of Work will include, but not be limited to miscellaneous concrete work for City projects to include providing all tools, machines, equipment, labor, materials and incidentals necessary to complete the work. The successful Bidder shall be required to supply the City with copies of current Liability Insurance and Workmen's Compensation coverage. Bids must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked **“RFB 25-10-PW, MISCELLANEOUS CONCRETE CONTINUING SERVICES CONTRACT”**, along with the name, return address and telephone number of the bidder, no later than 2:00 p.m. CT, on Thursday, **TO BE DETERMINED, 2025**, at which time they will be opened and read aloud. The City reserves the right to reject any and all Bids 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.

Initials of Bidder: _____

City of Destin – RFB 25-10-PW
Miscellaneous Concrete Continuing Services

GENERAL BID INFORMATION

- I. **PURPOSE:** The purpose of RFB 25-10-PW is to secure sealed Bids for providing miscellaneous concrete services for City projects.
- II. **SCOPE OF WORK:** The Scope of Work will include delivery of those concrete and associated services listed in **Exhibit A** of this document.
- III. **BID REQUIREMENTS:** Each Bid shall indicate, in the following order, the **mandatory** information outlined below:

Completed Bid Form (Exhibit A)

Statements of Qualification, Experience and Availability (narrative)

- C. Copies of required Insurance Documents
- D. Each Bid shall contain evidence of proper licensing to perform required services in the State, County and City.
- E. Each Bid shall contain a completed Public Entity Crime Form (Exhibit B)
- F. Each Bid shall contain a completed Drug Free Workplace Certification (Exhibit C)
- G. Each bid shall contain a completed Anti-Human Trafficking Affidavit (Exhibit D)
- G. Other documents as required by this Bid Solicitation
- H. Three letters of reference from past projects/clients
- I. Any other Items identified on the Bid Checklist (page 2)

Failure to provide any of the above listed mandatory information can result in the elimination of the Bid from consideration.

IV. INSTRUCTION TO RESPONSIVE BIDDERS

All RFB's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on **To Be Determined, 2025 no later than 2:00 P.M. (CT)**. All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at Destin City Hall, 4200 Indian Bayou Trail Destin, FL 32541.

Any responses received after the stated time and date will **not** be considered. It shall be the sole responsibility of the responsive bidder to have their RFB submittal **delivered to the City Clerk's Office** for receipt on or before the above stated time and date. RFB responses which arrive after the above

Initials of Bidder: _____

City of Destin – RFB 25-10-PW
Miscellaneous Concrete Continuing Services

stated deadline because of a delay in 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.

Responsive Bidders 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 seven calendar (7) days prior to the submittal deadline.

If any addendum(s) are issued to this Request for Bid, the City will attempt to notify all prospective Responsive Bidders. It shall be the **responsibility of each Responsive Bidder, 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.

Complete and submit all requested documentation and forms. 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 I.D. number (aka F.E.I.N.) on their RFB submittal.

Provide One (1) original, so designated and one electronic version of the bid response on a USB drive. Submissions shall be portrait orientation, 8 ½" X 11" where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages. **Do not use wire spiral bindings, plastic covers, or plastic binding materials for your submittals.**

All expenses for making RFB submittals to the city are to be borne by the responsive bidder.

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.

The Bid Committee shall consist of City of Destin staff members.

Each responsive bidder, by submission of an RFB submission, 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.

Procurement Schedule:

Tasks	Date
RFB Advertised	TBD
Last Day for Questions to be Submitted	TBD
Due Date/Bid Opening	TBD
Tentative Date - Bid Committee Evaluation	TBD
Tentative Date - City Council Meeting	TBD
Tentative Date- Notice of Award	TBD
Tentative Date -Execution of Contract	TBD
Tentative Date- Notice to Proceed	TBD
Day 1 of Contract	TBD

J. General Notes:

1. It is the responsive bidder's responsibility to read and understand the requirements of this request for bid. 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 bid fully complies with all conditions identified.

Initials of Bidder: _____

City of Destin – RFB 25-10-PW
Miscellaneous Concrete Continuing Services

2. Before submitting a bid, each responsive bidder will, at bidder's own expenses, make or obtain any additional examinations, investigations and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance of furnishing of the project and that the responsive bidder deems necessary to determine its proposal.
3. Responsive bidder will examine all documents included in this Request for Bid (RFB) carefully and shall make a written request to the City's authorized representative for interpretation or correction of any ambiguity, inconsistently, or error herein.
4. Any interpretation or correction will be issued as an Addendum by the City. Only a written interpretation or correction by Addendum shall be binding. Responsive bidders are cautioned against relying on any interpretation or correction given by any other method.
5. The submission of a bid shall not be deemed an agreement between the responsive bidder and the City. The bid is a contractual offer by the responsive bidder to perform services in accordance with the Bid Solicitation. The City shall not be obligated to respond to any bid submitted nor be bound in any manner by the submission.

V. PROJECT CONTRACTOR REQUIREMENTS

City of Destin is seeking a continuing services provider (including all necessary independent subcontractors), with all applicable licenses for work on miscellaneous concrete and associated projects city-wide.

License Requirements

The responsive bidder will provide all applicable contractor and business licenses: include license name, license numbers and contact information. Contractor must be Florida State Certified or possess an Okaloosa County License. Destin-based business must also register in the City of Destin. Bidder must also be able to obtain building permits for projects or tasks off the City's Rights-of-Way.

Insurance Requirements

Responsive Bidders shall be required to provide proof of General Liability Insurance with a minimum liability insurance requirement of \$1,000,000 for combined single limit and Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors.

Responsive Bidder shall produce proof of insurance in the types and amounts required by the City, 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 admitted 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.

SUBMITTAL REQUIREMENTS: Bids shall be submitted as follows:

Initials of Bidder: _____

City of Destin – RFB 25-10-PW
Miscellaneous Concrete Continuing Services

A. Bid Form. The Bid Form contained within this RFB (**Exhibit A**) shall precede the **mandatory** information required in **Section III. Bid Requirements**. Any additional information submitted in support of the Bid shall follow the required information.

B. Public Entity Crimes Form. Each Bid shall contain a completed Public Entity Crime Form (**Exhibit B**) pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any Bid from or award any contract to, or transact any business in excess of the threshold amount for Category Two (\$25,000) for a period of thirty-six months from the date placed on the convicted vendor list.

C. Disclosure. Each Bid is subject to the provisions of Florida Statutes, Chapter 112, providing that all Bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all Bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

D. Joint Ventures. Firms submitting Bids as a joint venture shall submit to the City, as part of Bids, a copy of any joint venture agreement.

E. Drug - Free Workplace Program. Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more Bids, which are equal in respect to quality and service, are received and rated by the City. Bidders intending to demonstrate a Drug-Free Workplace Program shall provide a certification form with the RFB submittal (**Exhibit C**).

F. Anti-Human Trafficking Affidavit. Those submitting proposals for municipal projects—must submit an anti-human trafficking affidavit under Florida law. Specifically, Florida Statutes § 787.06(13) mandates that a non-governmental entity, when entering, renewing, or extending a contract with a governmental entity, must provide a signed affidavit—under penalty of perjury—attesting that it does not use coercion for labor or services as defined in § 787.06(13) F.S. In addition, this affidavit must be executed by an authorized officer of the bidder and properly notarized before the contract can become effective. (**Exhibit D**)

G. **MAILING AND HAND-DELIVERY ADDRESS:**

City of Destin
ATTN: City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541

H. Notification. Questions or requests for Bid documents, plans and specifications regarding RFB 25-10-PW may be directed to the individuals below:

For Administrative Questions
Rey Bailey, City Clerk
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
(850) 837-4242

Initials of Bidder: _____

City of Destin – RFB 25-10-PW
Miscellaneous Concrete Continuing Services

rbailey@cityofdestin.com

- I. Responsive Bids. Only those Bids fulfilling all requirements outlined in this RFB will be considered.
- J. Bid Evaluations. The Bid Committee shall evaluate each responsive Bid based on the requirements established herein and recommend the lowest bid by a qualified and responsive contractor to the City Council for award of contract(s). The Bid Committee will evaluate the Bids and quotations from Bids submitted and will ask questions of a clarifying nature, if necessary. The Bid Committee reserves the right to negotiate terms of services with the lowest responsive bidder(s) or recommend awarding the bid to a bidder who did not submit the lowest responsive bid when it serves the best interest of the City.
- K. Final Offer. The Bid, as submitted, will be considered to be the last and final offer. The Bid shall remain binding ninety (90) calendar days after the closing date of the request.
- L. Reservation of Rights. The City reserves the right to reject any and all Bids or portions thereof, to waive minor defects and informalities in the process, to re-advertise Bids, to accept the Bid or award multiple Bids or take any other actions deemed by the City to be in the City's best interest.
- M. Insurance. Contractor shall, during the performance of the contract, maintain Workman's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor: Comprehensive General Liability insurance in the amount of \$1,000,000 combined single limit and Vehicle Liability Insurance in the amount of \$500,000 combined single limit all with companies and in the form and amounts acceptable to the City. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors. Contractor shall furnish the City Certificates of insurance which shall include a provision that such insurance shall not be cancelled, or coverage reduced, without at least 30 days written notice to the City. The City shall also be listed as "additionally insured" on all Certificates.
- N. 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 32541.

The successful responsive bidder shall:

1. Keep and maintain public records required by the CITY to perform the service.
2. 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.
3. 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

Initials of Bidder: _____

City of Destin – RFB 25-10-PW
Miscellaneous Concrete Continuing Services

following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.

4. 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.

Initials of Bidder: _____

City of Destin – RFB 25-10-PW
Miscellaneous Concrete Continuing Services

EXHIBIT A – BID FORM

PART I *Bid submitted by:*

Company: _____

Address: _____

City & State: _____ Zip Code: _____

Telephone: () _____ Fax: () _____

Number of Years in Business: _____ Email: _____

PART II *Bidding RFB 25-10-PW, Miscellaneous Concrete Continuing Services:*

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

SERVICE DESCRIPTION AND SPECIFICATIONS

Item	Unit	Unit Price
Concrete Driveway, 6 inches thick*	Square Foot	\$
Concrete Sidewalk, 4 inches thick*	Square Foot	\$
Concrete Flat/Ribbon Curb (12” wide by 8” deep)*	Linear Foot	\$
Concrete Type “D” Curb*	Linear Foot	\$
Concrete Type “E” Curb & Gutter*	Linear Foot	\$
Concrete Type “F” Curb & Gutter*	Linear Foot	\$

Initials of Bidder: _____

City of Destin – RFB 25-10-PW
Miscellaneous Concrete Continuing Services

Concrete Modified (18") Type "F" Curb & Gutter*	Linear Foot	\$
Concrete Pads <1000 square feet*	Square Foot	\$
Concrete Pads ≥1000 square feet*	Square Foot	\$
Fill Dirt provided, delivered, spread, and compacted	Cubic Yard	\$
FDOT qualified Traffic Control (MOT) cost	Per Day	\$
Bermuda Sod installed	Square Foot	\$
St Augustine Sod installed	Square Foot	\$
Centipede Sod installed	Square Foot	\$
Removal of Concrete 4 inches thick	Square Foot	\$
Removal of Concrete 6 inches thick	Square Foot	\$
Removal of Asphalt (up to 4 inches thick)	Square Foot	\$
Clear & Grub	Square Foot	\$
Debris Hauling	Cubic Yard	\$
Silt Fence	Linear Foot	\$
Asphalt Cut with Abrasive Blade	Linear Foot	\$
Concrete Cut with Abrasive Blade	Linear Foot	\$
Concrete (sidewalk joint) Grinding	Linear Foot	\$
Tree trimming	Per Hour	\$
Aluminum Pipe Guiderail (FDOT Index 870)	Linear Foot	\$
Irrigation Repair	Per hour	\$
American Disabilities Act (ADA) truncated dome "cast-in-place" paver unit installation, yellow	24" x 48" (each)	\$
	24" x 60" (each)	\$
	24" x 72" (each)	\$
	24" x 96" (each)	\$
	24" x 120" (each)	\$
Swale Installation (grading)	Cubic Foot	\$
Additional Services not previously described		
Item	Unit	Unit Price

Initials of Bidder: _____

City of Destin – RFB 25-10-PW
Miscellaneous Concrete Continuing Services

		\$
		\$
		\$
		\$
		\$

***All concrete installations shall be fiber-reinforced 4000psi.**

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

SAFETY NOTE

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

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

Part III Certifications

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

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

Signature and Certification:

Name and Title of Authorized Representative: _____

Signature: _____

Initials of Bidder: _____

City of Destin – RFB 25-10-PW
Miscellaneous Concrete Continuing Services

Date of Bid: _____

Note: See RFB Section III (page 5), Bid Requirements, and attached all required information to Bid Form.

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

END OF BID FORM

Initials of Bidder: _____

EXHIBIT B - PUBLIC ENTITIES CRIME 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 for **RFB 25-10-PW, MISCELLANEOUS CONCRETE CONTINUING SERVICES.**

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:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. 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.

Initials of Bidder: _____

City of Destin – RFB 25-10-PW
Miscellaneous Concrete Continuing Services

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

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

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

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order)

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

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

Authorized Signature

_____/_____/_____
Date

STATE OF FLORIDA, COUNTY OF _____
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:

Initials of Bidder: _____

EXHIBIT C - DRUG-FREE WORKPLACE CERTIFICATION

The below-signed bidder certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

SIGNATURE: _____

DATE: _____

COMPANY: _____

STREET ADDRESS: _____

CITY, STATE: _____

Initials of Bidder: _____

EXHIBIT D - 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:

I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit. _____ (insert entity name) does not use coercion for labor or services as defined in s. 787.06(2)(a), Florida Statutes.

More particularly, _____ (insert entity name) does not participate in any of the following actions:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
3. 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;
4. 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;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. 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.

Signature:

Printed Name:

Title:

Nongovernmental entity:

Date:

STATE OF _____
COUNTY OF _____

Initials of Bidder: _____

City of Destin – RFB 25-10-PW
Miscellaneous Concrete Continuing Services

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)

Initials of Bidder: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 18, 2025
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.H.

TO: City Council
THRU: Larry Jones , City Manager
FROM: Rey Bailey, City Clerk
DATE: August 12, 2025
SUBJECT: Destin Youth Council - Membership Appointments

I. BACKGROUND: The Destin City Council created a Youth Council to engage local teens, gather their perspectives on how city policies affect young residents, and offer them opportunities to contribute to the city’s decision-making by providing recommendations on youth-related matters. Members of the Destin Youth Council must be high school students who maintain a minimum GPA of 2.25 and reside within the city limits of Destin. Each term lasts one year, beginning in August and ending in July of the following year. Students may reapply annually as long as they continue to meet the grade level and eligibility requirements.

II. DISCUSSION: The City of Destin advertised a call for applications in the local newspaper and on its official website, with application forms available both online and at City Hall. A total of 11 applications were received for consideration. The names of the applicants and their pertinent information are listed below:

NAME	GRADE	SCHOOL	RESIDENCE	COMMENTS
Remm, Eleanorah	12	Destin High School	135 Durango Road	Destin Resident
Cowles, David	12	Destin High School	3817 Indian Trail	Destin Resident
Demeter, Briana	11	Destin High School	309 Spanish Moss Trail	Destin Resident
King, Annalyn	11	Destin High School	603 Fourth Street	Destin Resident
Martin, Deacon	11	Destin High School	301 Stahlman Avenue	Destin Resident
Scoma, Estella	11	Destin High School	332 Tequesta Drive	Non-Resident Prior Youth Council member
Aslin, Zoe	11	Destin High School	4571 Sailmaker Lane	Non-Resident
Frankfurt, Luci	10	Destin High School	336 Kelly Plantation Drive	Non-Resident
Majors, Chloe	10	Destin High School	6298 Augusta Cove	Non-Resident
Hustin, Benjamin	10	Destin High School	306 Stillwater Cove	Non-Resident
Baker, Aspen	10	Destin High School	276 Champion Court	Non-Resident

A. Link to Strategic Goals / Objectives: Enhanced Quality of Life

B. Effect on Budget (EOB): No significant budgetary impact. The Clerk's Office provides staff support to the Destin Youth Council.

C. Level of Service (LOS): The Destin Youth Council may include up to 14 members. A full membership is essential to effectively carry out the council's intended work and responsibilities.

D. Legislative Sponsor: City Council

E. Business Impact Statement:

III. CONCLUSION:

The nomination and appointment of applicants are at the discretion of the Destin City Council, which may choose to make appointments either individually or as a group.

In 2017, the Destin City Council adopted Resolution 17-36 (attached), amending the Youth Council By-Laws to include the following provisions:

“The Destin City Council may appoint up to three non-resident members who attend a local area high school (or are home-schooled) to fill any vacancies occurring during the year.”

“The majority of the quorum present and voting must be comprised of Destin residents.”

In 2023, the City Council adopted Resolution 23-27 (attached), which increased the allowable number of non-resident appointments from three to five.

However, the requirement that *“the majority of the quorum present and voting must be comprised of Destin residents”* remains in effect. Given the residency status of current applicants, meeting this requirement may make it difficult—or even impossible—to convene a meeting.

To address this challenge, the City Council may wish to consider the following options:

1. **Appoint five resident members and five non-resident members** to the Youth Council, and direct staff to prepare an amendment to the Youth Council By-Laws removing the residency-based quorum requirement.
2. **Appoint five resident members and fewer than five non-resident members** at this time to improve the likelihood of achieving a quorum. Additional members could be appointed later as more applications are received, provided the total composition continues to favor resident members.

IV. RECOMMENDED MOTION: Council's discretion

Attachments:

1. Resolution 17-36
2. Resolution 23-27
3. Aslin, Zoe
4. Baker, Aspen
5. Cowles, David
6. Demeter, Briana
7. Frankfurt, Luci
8. Hustin, Benjamin
9. King, Annalyn
10. Majors, Chloe_
11. Martin, Deacon
12. Remm, Elleanorah
13. Scoma, Estella

RESOLUTION 17-36

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA; RELATING TO THE DESTIN YOUTH COUNCIL; AMENDING THE DESTIN YOUTH COUNCIL BYLAWS BY AMENDING ARTICLE I, SECTION 2 – MEMBERSHIP APPOINTMENTS AND QUALIFICATIONS; ARTICLE III, SECTION 4 – QUORUM REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Destin has formed the Destin Youth Council; and

WHEREAS, the Destin Youth Council requires certain operating rules and guidelines; and

WHEREAS, in accordance with the established bylaws, these by-laws may be amended at any duly constituted meeting of the Destin City Council by an affirmative vote of a majority of the City Council members present and voting;

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

The Destin Youth Council Bylaws are hereby amended as follows:

NOTE: Underlined language is proposed new language. ~~Struck through language~~ is language proposed to be deleted.

ARTICLE 1 – MEMBERSHIP APPOINTMENTS AND QUALIFICATIONS

Section 1 – Representation

A maximum number of fourteen (14) and a minimum number of seven (7) members will serve on the Destin Youth Council. The Destin Youth Council shall seek in its membership a diverse representation reflecting the community.

Section 2 – Membership Qualifications

Members must live within the city limits of Destin and must be between the grades of 9 to 12. The Destin City Council may appoint up to three non-resident members who attend a local area high school (or home school) to fill any vacancies occurring during the year. Members shall have at least a 2.25 GPA.

Section 3 – Term Limits

Members will serve a one-year term equivalent to the respective school year. Terms of office will begin in August and end in July the following year. Members may re-apply every year provided they remain within the grade limits of the membership qualifications.

Section 4 – Application Process

Members of the Destin Youth Council shall be chosen through an application process. Interested parties shall complete an application form. The Destin City Council shall

review the application and select members of the Destin Youth Council.

Section 5 – Appointment of Members

Each member of the Destin City Council shall appoint up to two members to the Destin Youth Council.

Section 6 – Conduct

Each member of the Destin Youth Council must conduct himself or herself in a positive, friendly, and law-abiding manner at all times. There will be no smoking, drinking alcoholic beverages, or using illegal drugs by any member of the Youth Council. Such behavior will not be tolerated and is ground for dismissal from the Youth Council.

ARTICLE II – OFFICERS

Section 1 – Officer Appointments

The officers of the Destin Youth Council shall be elected annually. The Destin Youth Council shall elect from its members a Chair and a Vice-Chair. The officers of the Youth Council shall be elected by a majority vote of the voting members present. The candidates receiving a majority vote of the Destin Youth Council members are elected.

Section 2 – Officer Duties

The duties of the officers shall be as follows:

- a. The Chair shall preside at the meetings of the Destin Youth Council and shall be charged with the administration of the affairs of the Youth Council with assistance from the City Clerk or designee. The Chair shall perform such other duties as provided by these by-laws and by rule of the Destin City Council.
- b. The duties of the Vice-Chair shall be to perform the duties and exercise the power of the Chair during their absence
- c. The City Clerk or designee shall determine a quorum for the meeting and shall conduct the roll call at the start of the meeting.

Section 3 – Term of Officers

The term of all officers provided for in Section one hereof shall be for one year or until their successors are elected.

Section 5 – Vacancies of Officers

Should a vacancy occur in an office of the Destin Youth Council by resignation, removal, or by some other reason, the office shall be filled by an election for the vacant office at the next regular meeting of the Destin Youth Council.

ARTICLE III – MEETINGS

Section 1 – Regular Meetings

Regular meetings of the Destin Youth Council shall be held at least once a month, on the

fourth Thursday of the month, beginning at 4:00 PM. Meeting schedule may be adjusted from time to time at a regular meeting by a majority vote of the members present. The principal meeting place of the Youth Council shall be at the Destin City Hall. Robert's Rules of Order shall govern the proceedings of the Youth Council in all cases to which they are applicable, and in which they are not inconsistent with these by-laws. Matters for consideration by the Youth Council shall be presented only at Youth Council meetings. The Office of the City Clerk shall give public notice of the meeting in accordance with the requirements of the Florida Open Meetings Law. This notice shall include posting on the City of Destin's official website.

Section 2 – Special Meetings

Special meetings may be called upon the request of the Chair. Request for special meetings shall be sent via electronic mail, or by telephone, to the office of the City Clerk at least 48 hours before the time of the meeting. This request shall include the reason or reasons for requesting the special meeting. The Office of the City Clerk shall notify every member of the Youth Council via electronic mail or by telephone. No subjects other than those stated in the notice shall be considered at the special meeting.

Section 3 – Open Meetings

All meetings of the Destin Youth Council shall be open to the public and be subject to all requirements of the Florida's Open Meeting Law.

Section 4 – Quorum Requirements

A quorum is necessary to transact official business at any meeting. The presence of the majority of the entire membership of the Destin Youth Council shall constitute a quorum for a meeting of the Youth Council. The majority of the quorum present and voting must be comprised of Destin residents.

Section 5 – Voting

The affirmative vote of a majority of the members present shall be necessary to adopt a recommendation to be forwarded to the Destin City Council for review and/or possible action.

Section 6 – Order of Business

The Chair of the Youth Council shall, when present, call the members of the Youth Council to order. Before proceedings to business, the roll of the members shall be called, and the names of those present (and absent) entered in the minutes. If a quorum is present, the order of the business shall be:

- a. Pledge of allegiance.
- b. Approval of the minutes of the previous meeting.
- c. Old business.
- d. New Business
- e. Public comments
- f. Announcements.
- g. Adjournment

Section 7 – Conduct of Members

No member of the Youth Council shall interfere with the orderly progress of the meeting by leaving his or her seat or engaging in unnecessary conversation. Any member guilty of any unprofessional conduct shall be reported to the Destin City Council.

Section 8 – Attendance

Attendance at regular Youth Council meetings is expected from all members. If a member cannot attend due to sickness or for a duly-authorized reason, the member shall notify the Office of the City Clerk who shall notify the Chair of the Destin Youth Council. Any member of the Destin Youth Council who missed three consecutive meetings shall be reported to the Destin City Council.

ARTICLE IV – REPORTS

Section 1 – Annual Report to the Destin City Council

The Chair or their designee shall make a report to the Destin City Council of the activities and businesses of the Youth Council at least once each calendar year.


ARTICLE V – AMENDMENTS TO THE BYLAWS

Section 1 – By-Laws and Amendments

The by-laws of the Youth Council shall be reviewed once each year. The Destin Youth Council may make a recommendation for amendments to the bylaws at a regular meeting by a majority vote of the voting members present. Amendments to the bylaws must be approved by the Destin City Council in order to take effect.


EFFECTIVE DATE: This resolution shall take effect upon its adoption by Council and signature of the Mayor.

ADOPTED THIS 6TH DAY OF SEPTEMBER 2017
By:



Scott Fischer, Mayor

ATTEST:



Rey Bailey, City Clerk

RESOLUTION 23-27

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA; RELATING TO THE DESTIN YOUTH COUNCIL; AMENDING RESOLUTION 17-36, AND RESOLUTION 22-16, THE DESTIN YOUTH COUNCIL BYLAWS; AMENDING ARTICLE I, SECTION 2 – MEMBERSHIP QUALIFICATIONS; ARTICLE 3, SECTION 8 – MEETING ATTENDANCE, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Destin has formed the Destin Youth Council; and

WHEREAS, the Destin Youth Council requires certain operating rules and guidelines; and

WHEREAS, in accordance with the established bylaws, these by-laws may be amended at any duly constituted meeting of the Destin City Council by an affirmative vote of a majority of the City Council members present and voting.

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

Resolution 17-36, which sets forth the Destin Youth Council Bylaws, is hereby amended as follows:

NOTE: Underlined language is proposed new language. ~~Struck-through language~~ is language proposed to be deleted.

ARTICLE 1 – MEMBERSHIP APPOINTMENTS AND QUALIFICATIONS

Section 1 - Representation

A maximum number of fourteen (14) and a minimum number of seven (7) members will serve on the Destin Youth Council. The Destin Youth Council shall seek in its membership a diverse representation reflecting the community.

Section 2 – Membership Qualifications

Members must live within the city limits of Destin and must be between the grades of 9 to 12. The Destin City Council may appoint up to ~~30 percent of the members as non-resident members~~ **five non-resident members** who attend a local area high school (or home school) to fill any vacancies occurring during the year. Members shall have at least a 2.25 GPA.

ARTICLE III – MEETINGS

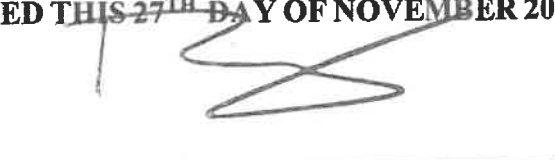
Section 8 – Attendance

Attendance at regular Youth Council meetings is expected from all members. If a member cannot attend due to sickness or for a duly authorized reason, the member shall notify the Office of the City Clerk who shall notify the Chair of the Destin Youth Council. Any member of the Destin Youth Council who missed ~~three~~two consecutive meetings shall be reported to the Destin City Council.

EFFECTIVE DATE: This resolution shall take effect upon its adoption by the Council and signature of the mayor.

ADOPTED THIS 27TH DAY OF NOVEMBER 2023

By:



Bobby Wagner, Mayor

ATTEST:



Rey Bailey, City Clerk

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney for the City of Destin only:



Kimberly Romano Kopp, City Attorney

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
(Attn: Office of the City Clerk)

Applicant Information:

Name: Zoe Astin
Home Address: [REDACTED]
E-mail Address: [REDACTED]
Phone Number: [REDACTED] Date of Birth [REDACTED]
School: Destin High School Current Grade: 11th

Applicant Experience:

Please list activities in which you have participated. Include organizations, school-related activities, and community activities.

Name of Organization: Future Business Leaders of America
Title or Position: President
Period of Involvement: Aug '23 - Present Hours per week: —
Name of Sponsor: Kelly Tucker Phone Number: (704) 724-7135

Name of Organization: Fellowship of Christian Athletes
Title or Position: Captain
Period of Involvement: Aug '23 - Present Hours per week: —
Name of Sponsor: Garrett Ruppel Phone Number: ruppelg@destinhigh.org

Name of Organization: National Honors Society
Title or Position: Secretary
Period of Involvement: Jan '25 - Present Hours per week: —
Name of Sponsor: Katherine Lake Phone Number: lakek@destinhigh.org

Employment:

Beginning with your present or most recent job, please list your employment history.

Type of Work: Dress up in Destin

Period of Work: Aug '24 - Present Hours per week: —

Name of Employer: MS. JESS Phone Number: 203-500-9866

Type of Work: Brouster's Real Icecream

Period of Work: July '24 - Present Hours per week: —

Name of Employer: Ms. Tatem Phone Number: 850-642-1962

Type of Work: _____

Period of Work: _____ Hours per week: _____

Name of Employer: _____ Phone Number: _____

Sponsor and Personal References:

Name	Address	Phone Number
Mrs. Jess	—	203-500-9866
Ms. Tatem	—	850-642-1962
Alexia Astlin	41571 Sailmaker Lane	(425) 295-5919

Additional Information:

To give each applicant the opportunity to demonstrate his or her eligibility for the Youth Council, answer the following questions limiting each response to 100 words or less. Use separate sheet of paper if necessary and attach response sheet to the application and submit together.

1. Why do you believe that you would be a good candidate for the Youth Council? Any special qualities?

I believe I would be a great candidate because I'm a fantastic team player and an incredible hard worker. My involvement at Destin High School is being President of Future Business Leaders of America, Captain of Fellowship of Christian Athletes, a Destin High School Ambassador, and Secretary of National Honors Society. All these roles I have part taken in has taught me how to be a leader, I know my strengths and I can put my hardworking aspects into the youth council. Also, I participate in indoor and beach volleyball.

2. What do you envision a Youth Council as being? Why should there be one?

I envision the Destin Youth Council as a group of young individuals with drive to make Destin the best it can be. The Youth Council always has creative and inspiring ideas being made daily that would help benefit everyone.

3. In your opinion, what is the most critical issue facing youth in your school, in your neighborhood, and in your city? What can a Youth Council do to solve such a problem?

When I first moved to Florida about three years ago I was deep heavy into schoolwork. I am involved with so many clubs, sports, and schoolwork. The only problem is not having anywhere to complete such schoolwork. Some students may not have a steady homebase to focus or study at a busy Starbucks. I think teens deserve to have such a place in Destin to reach their academic success by studying in a specific spot made for only teens.

Applicant Statement

I hereby certify that the information I have given is true and correct to the best of my knowledge. I understand that provision of false information may disqualify my consideration. I authorize the release of this information for verification purposes and understand it will be used only to process my application. I also understand that by submitting this form, I am submitting an application to participate as a member of the Destin Youth Council and that said application is only complete upon receipt of the Parental/Guardian Consent and Liability Release form and receipt of GPA certification form and class rank verification form signed by my school counselor. Upon submission of the application, I understand that I will be considered for membership with all other applicants and that I may or may not be selected for membership. If selected, I agree to attend all meetings and events and understand that I will be removed from membership for failure to do so.



07/16/25

Signature

Date

Parental Consent

I, the undersigned, do hereby consent to my child's participation in the Destin Youth Council. I acknowledge that I have read and understand the Destin Youth Council By-Laws and allow my child to attend all meetings and events relative to this program; and that I understand that my child will be removed from membership for failure to do so. I also acknowledge that upon submission of the application, my child will be considered for membership with all other applicants and that my child may or may not be selected for membership. I further acknowledge that my child's participation in this program is voluntary and I agree to release the City of Destin and all of their employees, officials, and any and all individuals and organizations assisting or participating in the program from any and all claims for personal injuries and property damage which my child may suffer while participating as a member of the Destin Youth Council.



07/16/25

Signature of Parent or Guardian

Date

2025-2026 Destin Youth Council Program

GPA Verification Form

To Be Completed by the Student

This form must be signed by your counselor or other school official, verifying your weighted GPA on a 4.00 scale. Please complete the information below and sign and date the release of information section. Ask your high school counselor to complete the remainder of the form and return it to you to include with your application.

Applicant's full name: Zoe Aslin Grade 11th
High School name: Destin High School

Release of Information I grant permission to release all information regarding my GPA to the City of Destin, as deemed necessary for consideration for membership to the Destin Youth Council.

Signature of Applicant Zoe Aslin Date 07/16/25

To Be Completed by your High School Counselor

Please provide requested information below and return the form to the student so that he or she may submit it with the application.

High School name Destin High School

The above named student has a cumulative weighted GPA on a 4.00 scale of:

4.25 Student's current grade level 11

Cynthia Marsh

Signature of Authorized Official

School Counselor

School Official's Title

7/15/25
DATE

850-204-4044
PHONE

NM-RESIDENT

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
(Attn: Office of the City Clerk)

Applicant Information:

Name: Aspen H Baker

Home Address: [REDACTED]

E-mail Address: [REDACTED]

Phone Number: [REDACTED] Date of Birth: [REDACTED]

School: Destin High School Current Grade: 10

Applicant Experience:

Please list activities in which you have participated. Include organizations, school-related activities, and community activities.

Name of Organization: Destin High School Cheerleading Team

Title or Position: Varsity Squad

Period of Involvement: 2025-current Hours per week: 8

Name of Sponsor: Kandice Meniffee Phone Number: 850-855-9973

Name of Organization: Emerald Coast Management Tennis College Prep

Title or Position: Member

Period of Involvement: 2025-current Hours per week: 2-10 varies

Name of Sponsor: Brett Beattie Phone Number: 850-499-4619

Name of Organization: Alaqua

Title or Position: Volunteer

Period of Involvement: 2025 Hours per week: 3 hours a month

Name of Sponsor: Wendy Dell Phone Number: 850-460-2115

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
(Attn: Office of the City Clerk)

Applicant Information:

Name: Aspen H Baker

Home Address: [REDACTED]

E-mail Address: [REDACTED]

Phone Number: [REDACTED] **Date of Birth:** [REDACTED]

School: Destin High School **Current Grade:** 10

Applicant Experience:

Please list activities in which you have participated. Include organizations, school-related activities, and community activities.

Name of Organization: Niceville High School Tennis Varsity Tennis Team 2024-25
Title or Position: Varsity, MVP
Period of Involvement: 2024-25 **Hours per week:** 15
Name of Sponsor: Brian Braziel **Phone Number:** 850-585-1188

Name of Organization: Destin United Methodist Youth Group
Title or Position: Core Leadership Team
Period of Involvement: 2023-current **Hours per week:** 4
Name of Sponsor: Logan Broderson (previously Blake) **Phone Number:** 850-837-2021

Name of Organization: Helping Hearts Club , Comfort Closet Club and Hope Squad
Title or Position: President, co-president, President
Period of Involvement: 2020-2023 **Hours per week:** 1-2 hours each club
Name of Sponsor: Dr Anne Sparks **Phone Number:** 850-833-7655

Employment:

Beginning with your present or most recent job, please list your employment history.

Type of Work: Custodial
Period of Work: Jan 2024- current **Hours per week:** 3
Name of Employer: Miramar Beach Dental **Phone Number:** 850-650-2070

Type of Work: Petsitter
Period of Work: 2020-current **Hours per week:** varies
Name of Employer: Chuck Mills, Houston Sparks, **Phone Number:** 850-502-7632

Type of Work: Babysitter
Period of Work: 2023-current **Hours per week:** varies
Name of Employer: Amanda McClusky **Phone Number:** 804-514-4949

Sponsor and Personal References

<i>Name</i>	<i>Address</i>	<i>Phone number</i>
Bill Lindsley	36474 Emerald Coast Pkwy Bldg B Destin	850-974-3966
Lori Saczynski	267 Okeechobee Cove Destin	850-217-9495
Anne Sparks	249 Champion Court Destin	850-830-3468

Additional Information:

To give each applicant the opportunity to demonstrate his or her eligibility for the Youth Council, answer the following questions limiting each response to 100 words or less. Use separate sheet of paper if necessary and attach response sheet to the application and submit together.

- 1. Why do you believe that you would be a good candidate for the Youth Council? Any special qualities?***

See next page

- 2. What do you envision a Youth Council as being? Why should there be one?***

See next page

- 3. In your opinion, what is the most critical issue facing youth in your school, in your neighborhood, and in your city? What can a Youth Council do to solve such a problem?***

See next page

Aspen Baker

I desire to be a part of a group of like-minded students that want to learn about our local government and to bring ideas to make our amazing community even better. I enjoy giving back to the community through volunteering, especially with students in need either financially, mentally, or physically. I think it's good to have teens help other teens or kids because they can relate more and understand the needs of our age groups. I am an outgoing active student in school and the community, and I absolutely love meeting new people. I really enjoy working within a team to help reach solutions.

I envision a Youth Council as being a group of students that represent different schools in our area but all live in Destin and have a common goal of keeping our city strong. I believe that the youth council can work with adults within the government of our city as well as others in our community to support schools, youth programs, or other community needs. I see it as a group of thinkers that can learn about Destin and how it's governed as well as ask questions and contribute ideas that represent my peers. I am curious to see how things are run behind the scenes!

In my opinion, the most critical issue facing youth in all schools is mental health. I was a part of Hope Squad and Helping Hearts for 3 years which both focus on either suicide prevention or mental health awareness of all students. Everyone battles some form of anxiety, worry, sadness and depression, they just need to know how to ask for help and know they are not alone. Even when contributing clothes and personal needs to stock closets at the schools for Comfort Closet, many of the students needed more than just a new pair of socks or snacks. I think students helping students can bridge the gap.

Applicant Statement

I hereby certify that the information I have given is true and correct to the best of my knowledge. I understand that provision of false information may disqualify my consideration. I authorize the release of this information for verification purposes and understand it will be used only to process my application. I also understand that by submitting this form, I am submitting an application to participate as a member of the Destin Youth Council and that said application is only complete upon receipt of the Parental/Guardian Consent and Liability Release form and receipt of GPA certification form and class rank verification form signed by my school counselor. Upon submission of the application, I understand that I will be considered for membership with all other applicants and that I may or may not be selected for membership. If selected, I agree to attend all meetings and events and understand that I will be removed from membership for failure to do so.

Aspen Baker

Signature

07/30/2025

Date

Parental Consent

I, the undersigned, do hereby consent to my child's participation in the Destin Youth Council. I acknowledge that I have read and understand the Destin Youth Council By-Laws and allow my child to attend all meetings and events relative to this program; and that I understand that my child will be removed from membership for failure to do so. I also acknowledge that upon submission of the application, my child will be considered for membership with all other applicants and that my child may or may not be selected for membership. I further acknowledge that my child's participation in this program is voluntary and I agree to release the City of Destin and all of their employees, officials, and any and all individuals and organizations assisting or participating in the program from any and all claims for personal injuries and property damage which my child may suffer while participating as a member of the Destin Youth Council.

Katherine Bour

Signature of Parent or Guardian

July 30, 2025

Date

Destin Youth Council Program

GPA Verification Form

To Be Completed by the Student

This form must be signed by your counselor or other school official, verifying your weighted GPA on a 4.00 scale. Please complete the information below and sign and date the release of information section. Ask your high school counselor to complete the remainder of the form and return it to you to include with your application.

Applicant's full name: Aspen Baker Grade 10

High School name: Destin High School

Release of Information

I grant permission to release all information regarding my GPA to the City of Destin, as deemed necessary for consideration for membership to the Destin Youth Council.

Signature of Applicant Aspen Baker Date 7.30.2025

To Be Completed by your High School Counselor

Please provide requested information below and return the form to the student so that he or she may submit it with the application.

High School name Destin High School

The above named student has a cumulative weighted GPA on a 4.00 scale of 4.55

Student's current grade level 10th

[Signature]

Signature of Authorized Official

7/30/25

Date

Guidance Counselor

School Official's Title

850-204-4044

Phone

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
(Attn: Office of the City Clerk)

Applicant Information:

Name: David Cowles
Home Address: [REDACTED]
E-mail Address: [REDACTED]
Phone Number: [REDACTED] Date of Birth: [REDACTED]
School: Destin High School Current Grade: 12

Applicant Experience:

Please list activities in which you have participated. Include organizations, school-related activities, and community activities.

Name of Organization: National Honor Society
Title or Position: President
Period of Involvement: 2023 - present Hours per week: ~12/month
Name of Sponsor: Katherine Lake Phone Number: Katherine.Lake@staff.destinhighschool.org

Name of Organization: Future Business Leaders of America
Title or Position: member | won 1st place in Salesmanship for Florida District 1
Period of Involvement: 2024 - present Hours per week: 5-10
Name of Sponsor: Kelly Tucker Phone Number: Kelly.tucker@staff.destinhighschool.org

Name of Organization: Destin High School Cross Country
Title or Position: Team Captain
Period of Involvement: 2023 - present Hours per week: 15
Name of Sponsor: Bryan Otto Phone Number: (703) 473-0043

Employment:

Beginning with your present or most recent job, please list your employment history.

Type of Work: Internship - Software Engineer (Remote) | Tradeshift
Period of Work: June 16, 2025 - present Hours per week: 40
Name of Employer: Robert Jordache Phone Number: +40 (726) 390 473

Type of Work: Restaurant Associate | Panera Bread
Period of Work: Oct 1st, 2024 - Present Hours per week: _____
Name of Employer: Heather Davis Phone Number: (850) 417-0094

Type of Work: Construction worker | Tapas Construction
Period of Work: May 24 - June 24, 2025 Hours per week: 45
Name of Employer: Bernardo Phone Number: (850) 644-7410

Sponsor and Personal References:

Name	Address	Phone Number
Bryan Otto SAP	3826 Indian trail, Destin, FL 32541	(703) 973-0043
Dr. Diane Kelly Destin High principle.	11 Kristin Circle Niveville, FL 32578	(850) 217-5207
Zachary Tamahini Lockheed martin	Fort waltun Beach	Zach tamahini@gmail.com

Additional Information:

To give each applicant the opportunity to demonstrate his or her eligibility for the Youth Council, answer the following questions limiting each response to 100 words or less. Use separate sheet of paper if necessary and attach response sheet to the application and submit together.

1. Why do you believe that you would be a good candidate for the Youth Council? Any special qualities?

I think I would be a great candidate for the Destin Youth Council because I am very involved within both our community and Destin High School. I hold multiple leadership positions at Destin High, and I am well-connected with lots of people throughout the community. I have been particularly involved with Destin Parks & Rec, doing soccer refereeing for two years, and have heard lots of grievances and problems people have that we can't address. Overall I think that the leadership skills and insight that I could bring to a youth council would be valuable to my peers and my city.

2. What do you envision a Youth Council as being? Why should there be one?

I envision a youth council as being a collective group of young people in our community who have ideas and ambition to create positive change. I think that we should have a youth council as we could provide valuable insight to Destin's actual council about things that they may not think about, such as issues specific to youth in our community or problems that may not occur to the adult population.

3. In your opinion, what is the most critical issue facing youth in your school, in your neighborhood, and in your city? What can a Youth Council do to solve such a problem?

I think that the largest issue facing my peers currently is rampant use and access to smoking products like vapes. I know of many people my age who are currently addicted to nicotine, and anytime I walk into the bathroom at school it is always a massive cloud of disgusting smoke. I think that a youth council could lobby for more anti-drug programs at our local schools (like DARE, which we don't have anymore) or look into imposing more strict local laws on nicotine sales to underage people.

Applicant Statement

I hereby certify that the information I have given is true and correct to the best of my knowledge. I understand that provision of false information may disqualify my consideration. I authorize the release of this information for verification purposes and understand it will be used only to process my application. I also understand that by submitting this form, I am submitting an application to participate as a member of the Destin Youth Council and that said application is only complete upon receipt of the Parental/Guardian Consent and Liability Release form and receipt of GPA certification form and class rank verification form signed by my school counselor. Upon submission of the application, I understand that I will be considered for membership with all other applicants and that I may or may not be selected for membership. If selected, I agree to attend all meetings and events and understand that I will be removed from membership for failure to do so.

David Cortez

7/28/25

Signature

Date

Parental Consent

I, the undersigned, do hereby consent to my child's participation in the Destin Youth Council. I acknowledge that I have read and understand the Destin Youth Council By-Laws and allow my child to attend all meetings and events relative to this program; and that I understand that my child will be removed from membership for failure to do so. I also acknowledge that upon submission of the application, my child will be considered for membership with all other applicants and that my child may or may not be selected for membership. I further acknowledge that my child's participation in this program is voluntary and I agree to release the City of Destin and all of their employees, officials, and any and all individuals and organizations assisting or participating in the program from any and all claims for personal injuries and property damage which my child may suffer while participating as a member of the Destin Youth Council.

Cara Amelung

7/28/25

Signature of Parent or Guardian

Date

2025-2026 Destin Youth Council Program

GPA Verification Form

To Be Completed by the Student

This form must be signed by your counselor or other school official, verifying your weighted GPA on a 4.00 scale. Please complete the information below and sign and date the release of information section. Ask your high school counselor to complete the remainder of the form and return it to you to include with your application.

Applicant's full name: David Cowles Grade 12

High School name: Destin High School

Release of Information I grant permission to release all information regarding my GPA to the City of Destin, as deemed necessary for consideration for membership to the Destin Youth Council.

Signature of Applicant David Cowles Date 7/28

To Be Completed by your High School Counselor

Please provide requested information below and return the form to the student so that he or she may submit it with the application.

High School name Destin High School

The above named student has a cumulative weighted GPA on a 4.00 scale of:

4.23

Student's current grade level 12th

[Signature]

Signature of Authorized Official

Guidance counselor

School Official's Title

7/28/25

850-704-4044

DATE

PHONE

RESIDENT

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
(Attn: Office of the City Clerk)

Applicant Information:

Name: Briana Demeter
Home Address: [REDACTED]
E-mail Address: [REDACTED]
Phone Number: [REDACTED] Date of Birth [REDACTED]
School: Destin High School Current Grade: 11th

Applicant Experience:

Please list activities in which you have participated. Include organizations, school-related activities, and community activities.

Name of Organization: Food for Thought
Title or Position: Volunteer
Period of Involvement: 7th - 10th Grade Hours per week: 1-2
Name of Sponsor: Karla Theriault / Stella Scoma Phone Number: 850-687-0561

Name of Organization: Student Council
Title or Position: Representative and Member
Period of Involvement: 2 years Hours per week: 3
Name of Sponsor: Wendy Gill Phone Number: 469-865-6761

Name of Organization: Volunteer Club
Title or Position: Member
Period of Involvement: 1 year Hours per week: 2
Name of Sponsor: Karla Theriault Phone Number: 516-382-7114

Employment:

Beginning with your present or most recent job, please list your employment history.

Type of Work: Customer Service and Food Prep (Smoothie King)

Period of Work: April 2024 - July 2025 Hours per week: 15

Name of Employer: Smoothie King Destin Phone Number: 850 654 7114

Type of Work: _____

Period of Work: _____ Hours per week: _____

Name of Employer: _____ Phone Number: _____

Type of Work: _____

Period of Work: _____ Hours per week: _____

Name of Employer: _____ Phone Number: _____

Sponsor and Personal References:

Name	Address	Phone Number
(Personal References) Brad Kate	4345 Commons Dr. W Destin, FL 32541	brad.kate@coach.destinhighschool.org
(Personal References) Wendy Gill	4325 Commons Dr. W Destin, FL 32541	Wendy.gill@staff.destinhighschool.org
(Personal Reference) Susie Pierce	4325 Commons Dr. W Destin, FL 32541	Susie.pierce@staff.destinhighschool.org

Additional Information:

To give each applicant the opportunity to demonstrate his or her eligibility for the Youth Council, answer the following questions limiting each response to 100 words or less. Use separate sheet of paper if necessary and attach response sheet to the application and submit together.

1. Why do you believe that you would be a good candidate for the Youth Council? Any special qualities?

I believe I would be a good candidate for Youth Council because helping my school and community is a joy to me. I know one of my favorite things to do in my free time is go out and make an impact or help the people around me. I want to see the town I grew up in thrive at it's fullest, and be a reason why. Leadership, communication, optimism, collaboration, teamwork, and creativity.

2. What do you envision a Youth Council as being? Why should there be one?

I envision it as being a place where my fellow peers and I come together and formulate plans or create decisions in building this community and the youth community to it's fullest. There should be a youth council to provide guidance and show leadership and positivity to people around them.

3. In your opinion, what is the most critical issue facing youth in your school, in your neighborhood, and in your city? What can a Youth Council do to solve such a problem?

In my opinion, the most critical issue facing youth in our community is the lack of motivation and not enough programs and resources to let the youth know what is up, if there are activities, or a place to meet and come together to come up with ideas to improve the community and world. Go out and communicate to students or youth about these underlying issues.

Applicant Statement

I hereby certify that the information I have given is true and correct to the best of my knowledge. I understand that provision of false information may disqualify my consideration. I authorize the release of this information for verification purposes and understand it will be used only to process my application. I also understand that by submitting this form, I am submitting an application to participate as a member of the Destin Youth Council and that said application is only complete upon receipt of the Parental/Guardian Consent and Liability Release form and receipt of GPA certification form and class rank verification form signed by my school counselor. Upon submission of the application, I understand that I will be considered for membership with all other applicants and that I may or may not be selected for membership. If selected, I agree to attend all meetings and events and understand that I will be removed from membership for failure to do so.

Beirana Semeter

07/29/2025

Signature

Date

Parental Consent

I, the undersigned, do hereby consent to my child's participation in the Destin Youth Council. I acknowledge that I have read and understand the Destin Youth Council By-Laws and allow my child to attend all meetings and events relative to this program; and that I understand that my child will be removed from membership for failure to do so. I also acknowledge that upon submission of the application, my child will be considered for membership with all other applicants and that my child may or may not be selected for membership. I further acknowledge that my child's participation in this program is voluntary and I agree to release the City of Destin and all of their employees, officials, and any and all individuals and organizations assisting or participating in the program from any and all claims for personal injuries and property damage which my child may suffer while participating as a member of the Destin Youth Council.

[Signature]

07/29/2025

Signature of Parent or Guardian

Date

2025-2026 Destin Youth Council Program

GPA Verification Form

To Be Completed by the Student

This form must be signed by your counselor or other school official, verifying your weighted GPA on a 4.00 scale. Please complete the information below and sign and date the release of information section. Ask your high school counselor to complete the remainder of the form and return it to you to include with your application.

Applicant's full name: Briana Cerara Demeter Grade 11th

High School name: Destin High School

Release of Information I grant permission to release all information regarding my GPA to the City of Destin, as deemed necessary for consideration for membership to the Destin Youth Council.

Signature of Applicant Briana Demeter Date 07/20/2025

To Be Completed by your High School Counselor

Please provide requested information below and return the form to the student so that he or she may submit it with the application.

High School name Destin High School

The above named student has a cumulative weighted GPA on a 4.00 scale of:

4.4677

Student's current grade level 11th

Cynthia Marsh

Signature of Authorized Official

7/30/25

DATE

School Counselor

School Official's Title

850-204-4044

PHONE

Non-Resident

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
(Attn: Office of the City Clerk)

Applicant Information:

Name: Luci Frankfurt
Home Address: [Redacted]
E-mail Address: [Redacted]
Phone Number: [Redacted] Date of Birth [Redacted]
School: Destin High School Current Grade: 10th

Applicant Experience:

Please list activities in which you have participated. Include organizations, school-related activities, and community activities.

Name of Organization: Destin Methodist Core team
Title or Position: Youth group organizer
Period of Involvement: 3 years Hours per week: 2-3
Name of Sponsor: Logan Broderson Phone Number: 802-379-6592

Name of Organization: Hope Squad / Light club
Title or Position: Vice President
Period of Involvement: 3 years Hours per week: 1
Name of Sponsor: April Dill Phone Number: April.Dill@staff.destinhighschool.org

Name of Organization: Destin High School Student Council
Title or Position: Class representative
Period of Involvement: 2 years Hours per week: 1-2
Name of Sponsor: Wendy Gill Phone Number: wendy.gill@staff.destinhighschool.org

Employment:

Beginning with your present or most recent job, please list your employment history.

Type of Work: Baby sitting
Period of Work: 2 years Hours per week: Varies
Name of Employer: Kathryn Cope Phone Number: 251-363-3691

Type of Work: _____
Period of Work: _____ Hours per week: _____
Name of Employer: _____ Phone Number: _____

Type of Work: _____
Period of Work: _____ Hours per week: _____
Name of Employer: _____ Phone Number: _____

Sponsor and Personal References:

Name	Address	Phone Number
Coach Tanja Tate	126 South Shore Dr. Unit 43 Miramar Beach, Florida 33550	318-461-0891
Coach Sosie Pierce	4487 Ocean View Drive, Destin Florida	850-499-5144
Deena Hall	438 Admiral Court, Destin Florida	850-502-9504

1. Why do you believe that you would be a good candidate for the Youth Council? Any special qualities?

I believe that I would be a good candidate for the Youth Council because I am very passionate about improving our city. I am a great leader because I have been the captain on many sports teams. I put a lot of time and energy into volunteering for my community. I am also very organized and I am able to complete any task given.

2. What do you envision a youth council as being? Why should there be one?

I envision the Youth Council being a place for teens to express their opinions to help improve Destin. There should be a Youth Council so we can make an action plan to positively change our community for adults and teens. The Youth Council gives a different perspective on the city's problems and resolutions.

3. In your opinion, what is the most critical issue facing youth in your school, in your neighborhood, and in your city? What can a youth council do to solve such a problem?

All kids feeling included is a concern in schools. To help integrate everyone together we could have activities during school hours for kids to interact with each other so no one would feel isolated. An issue in the neighborhood is teens have been breaking into the pickleball courts after hours. To prevent this we could create a teen pickleball league for the kids to participate in during open hours. A problem in Destin is dog poop being left and not picked up. To solve this difficulty we can identify the best locations to put poop bins.

Applicant Statement

I hereby certify that the information I have given is true and correct to the best of my knowledge. I understand that provision of false information may disqualify my consideration. I authorize the release of this information for verification purposes and understand it will be used only to process my application. I also understand that by submitting this form, I am submitting an application to participate as a member of the Destin Youth Council and that said application is only complete upon receipt of the Parental/Guardian Consent and Liability Release form and receipt of GPA certification form and class rank verification form signed by my school counselor. Upon submission of the application, I understand that I will be considered for membership with all other applicants and that I may or may not be selected for membership. If selected, I agree to attend all meetings and events and understand that I will be removed from membership for failure to do so.

Allison Frankfort

07/28/25

Signature

Date

Parental Consent

I, the undersigned, do hereby consent to my child's participation in the Destin Youth Council. I acknowledge that I have read and understand the Destin Youth Council By-Laws and allow my child to attend all meetings and events relative to this program; and that I understand that my child will be removed from membership for failure to do so. I also acknowledge that upon submission of the application, my child will be considered for membership with all other applicants and that my child may or may not be selected for membership. I further acknowledge that my child's participation in this program is voluntary and I agree to release the City of Destin and all of their employees, officials, and any and all individuals and organizations assisting or participating in the program from any and all claims for personal injuries and property damage which my child may suffer while participating as a member of the Destin Youth Council.

Allison Frankfort

07/28/25

Signature of Parent or Guardian

Date

2025-2026 Destin Youth Council Program

GPA Verification Form

To Be Completed by the Student

This form must be signed by your counselor or other school official, verifying your weighted GPA on a 4.00 scale. Please complete the information below and sign and date the release of information section. Ask your high school counselor to complete the remainder of the form and return it to you to include with your application.

Applicant's full name: Elizabeth Lucille Frankfurt Grade 10

High School name: Destin High School

Release of Information I grant permission to release all information regarding my GPA to the City of Destin, as deemed necessary for consideration for membership to the Destin Youth Council.

Signature of Applicant Luci Frankfurt Date 07/28/25

To Be Completed by your High School Counselor

Please provide requested information below and return the form to the student so that he or she may submit it with the application.

High School name Destin High School

The above named student has a cumulative weighted GPA on a 4.00 scale of:

4.44

Student's current grade level 10th

~~Luci Frankfurt~~

Signature of Authorized Official

Guidance Counselor

School Official's Title

7/29/25

850-204-4044

DATE

PHONE

Non-resident

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
(Attn: Office of the City Clerk)

Applicant Information:

Name: Benjamin Roger Austin
Home Address: [REDACTED]
E-mail Address: [REDACTED]
Phone Number: [REDACTED] Date of Birth: [REDACTED]
School: Destin High School Current Grade: 10th

Applicant Experience:

Please list activities in which you have participated. Include organizations, school-related activities, and community activities.

Name of Organization: Destin High School Cross Country Team
Title or Position: Athlet
Period of Involvement: 4 month Hours per week: 8-10 Hk
Name of Sponsor: Bryan Otto Phone Number: 703-973-0043

Name of Organization: Destin High School Boy's Weightlifting Team
Title or Position: athlet
Period of Involvement: 6 month Hours per week: 8-10
Name of Sponsor: Jonathan Ramos Phone Number: jonathan.ramos@staff.destinhighschool.org

Name of Organization: Destin High School Track and Field Team
Title or Position: athlet
Period of Involvement: 6 month Hours per week: 8-10
Name of Sponsor: Jonathan Ramos Phone Number: jonathan.ramos@staff.destinhighschool.org

Employment:

Beginning with your present or most recent job, please list your employment history.

Type of Work: N/A
Period of Work: _____ Hours per week: _____
Name of Employer: _____ Phone Number: _____

Type of Work: N/A
Period of Work: _____ Hours per week: _____
Name of Employer: _____ Phone Number: _____

Type of Work: N/A
Period of Work: _____ Hours per week: _____
Name of Employer: _____ Phone Number: _____

Sponsor and Personal References:

Name	Address	Phone Number
Jonathan Ramos	Destin High School	Jonathan.ramos@staff.destinhighschool.org
Bryan Otto	Destin High School	703-973-0043

Additional Information:

To give each applicant the opportunity to demonstrate his or her eligibility for the Youth Council, answer the following questions limiting each response to 100 words or less. Use separate sheet of paper if necessary and attach response sheet to the application and submit together.

1. Why do you believe that you would be a good candidate for the Youth Council? Any special qualities?

I'm an incredibly reliable and consistent working student. I have an open calendar and am ~~usually~~ always willing to help.

2. What do you envision a Youth Council as being? Why should there be one?

A collection of young citizens of Destin collaborating to discuss events and issues in the community and form programs to improve quality of life or create entertainment for the city.

3. In your opinion, what is the most critical issue facing youth in your school, in your neighborhood, and in your city? What can a Youth Council do to solve such a problem?

The safety of our roads in ~~Destin~~ Destin, mainly 98, is a big area I would like to focus on for the well being of the locals and visitors. To make this community more livable and safe.

Applicant Statement

hereby certify that the information I have given is true and correct to the best of my knowledge. I understand that provision of false information may disqualify my consideration. I authorize the release of this information for verification purposes and understand it will be used only to process my application. I also understand that by submitting this form, I am submitting an application to participate as a member of the Destin Youth Council and that said application is only complete upon receipt of the Parental/Guardian Consent and Liability Release form and receipt of GPA certification form and class rank verification form signed by my school counselor. Upon submission of the application, I understand that I will be considered for membership with all other applicants and that I may or may not be selected for membership. If selected, I agree to attend all meetings and events and understand that I will be removed from membership for failure to do so.

Ray Austin

7/30

Signature

Date

Parental Consent

I, the undersigned, do hereby consent to my child's participation in the Destin Youth Council. I acknowledge that I have read and understand the Destin Youth Council By-Laws and allow my child to attend all meetings and events relative to this program; and that I understand that my child will be removed from membership for failure to do so. I also acknowledge that upon submission of the application, my child will be considered for membership with all other applicants and that my child may or may not be selected for membership. I further acknowledge that my child's participation in this program is voluntary and I agree to release the liability of Destin and all of their employees, officials, and any and all individuals and organizations assisting or participating in the program from any and all claims for personal injuries and property damage which my child may suffer while participating as a member of the Destin Youth Council.

MARAWNE AUSTIN

7/30

Signature of Parent or Guardian

Date

2025-2026 Destin Youth Council Program

GPA Verification Form

To Be Completed by the Student

This form must be signed by your counselor or other school official, verifying your weighted GPA on a 4.00 scale. Please complete the information below and sign and date the release of information section. Ask your high school counselor to complete the remainder of the form and return it to you to include with your application.

Applicant's full name: Benjamin Roger Justin Grade 10th
High School name: Destin High School

Release of Information I grant permission to release all information regarding my GPA to the City of Destin, as deemed necessary for consideration for membership to the Destin Youth Council.

Signature of Applicant Ben Justin Date 7/29

To Be Completed by your High School Counselor

Please provide requested information below and return the form to the student so that he or she may submit it with the application.

High School name Destin High School

The above named student has a cumulative weighted GPA on a 4.00 scale of:

4.5

Student's current grade level 10th

[Signature]

Signature of Authorized Official

7/30

DATE

Duane Counselor

School Official's Title

Matt.Mearns@staff.destinhighschool.org

PHONE

RESIDENT

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
(Attn: Office of the City Clerk)

Applicant Information:

Name: Annalyn King
Home Address: [REDACTED]
E-mail Address: [REDACTED]
Phone Number: [REDACTED] Date of Birth: [REDACTED]
School: Destin High School Current Grade: 11th

Applicant Experience:

Please list activities in which you have participated. Include organizations, school-related activities, and community activities. oh I did it wrong

Name of Organization: Student Council, Volunteer Organization, FBLA, National Honors Society
Title or Position: Secretary, Historian, Secretary, member
Period of Involvement: 1-2 years Hours per week: 1-4 hours per week
Name of Sponsor: Mrs. Gill, Mrs. Theriault, Mrs. Tucker, Mrs. Lake Phone Number: 850-204-4044

~~Name of Organization: _____
Title or Position: _____
Period of Involvement: _____ Hours per week: _____
Name of Sponsor: _____ Phone Number: _____~~

~~Name of Organization: _____
Title or Position: _____
Period of Involvement: _____ Hours per week: _____
Name of Sponsor: _____ Phone Number: _____~~

Employment:

Beginning with your present or most recent job, please list your employment history.

Type of Work: Cashier - Books-A-Million
Period of Work: 1 month Hours per week: 24-36 hours per week
Name of Employer: Rachel Phone Number: 850-830-9505

~~Type of Work: _____
Period of Work: _____ Hours per week: _____
Name of Employer: _____ Phone Number: _____~~

~~Type of Work: _____
Period of Work: _____ Hours per week: _____
Name of Employer: _____ Phone Number: _____~~

Sponsor and Personal References:

Name	Address	Phone Number
Theresa Theresa Sweeney	N/A	^{email} sweeneyt@delcettinhigh.org
Travis	N/A	541-892-1167
Adriana King	603 Fourth St	850-461-6134

Additional Information:

To give each applicant the opportunity to demonstrate his or her eligibility for the Youth Council, answer the following questions limiting each response to 100 words or less. Use separate sheet of paper if necessary and attach response sheet to the application and submit together.

1. Why do you believe that you would be a good candidate for the Youth Council? Any special qualities?

I believe that I would be a good candidate for this council because I have lived in Destin for eight years and have seen Destin grow to what it is now and intend to assist in that growth even further. I have volunteered to help this community numerous times through the clubs I am apart of and have experience in helping this city. I am very creative and have great teamwork, communication, and problem solving skills.

2. What do you envision a Youth Council as being? Why should there be one?

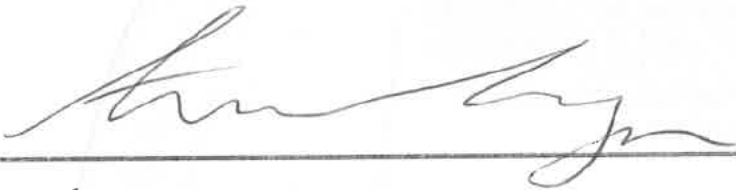
I envision Youth Council being a way for the youth of this city to be able to contribute their hardwork and ideas into improving Destin for ~~the~~ not only it's current residents but future residents as well. Youth Council is important because it allows the younger generations to have a voice and contribute in ways they would've otherwise been unable to.

3. In your opinion, what is the most critical issue facing youth in your school, in your neighborhood, and in your city? What can a Youth Council do to solve such a problem?

I believe that the most critical issue facing our school is its lack of a library. What is a school without a library? Libraries are the home of knowledge and intellect and without one, kids are lacking the resources they need for an effective school experience. Youth Council could make a fundraiser to raise money for a library at Destin High School.

Applicant Statement

hereby certify that the information I have given is true and correct to the best of my knowledge. I understand that provision of false information may disqualify my consideration. I authorize the release of this information for verification purposes and understand it will be used only to process my application. I also understand that by submitting this form, I am submitting an application to participate as a member of the Destin Youth Council and that said application is only complete upon receipt of the Parental/Guardian Consent and Liability Release form and receipt of GPA certification form and class rank verification form signed by my school counselor. Upon submission of the application, I understand that I will be considered for membership with all other applicants and that I may or may not be selected for membership. If selected, I agree to attend all meetings and events and understand that I will be removed from membership for failure to do so.



Signature



Date 7/27/25

Parental Consent

I, the undersigned, do hereby consent to my child's participation in the Destin Youth Council. I acknowledge that I have read and understand the Destin Youth Council By-Laws and allow my child to attend all meetings and events relative to this program; and that I understand that my child will be removed from membership for failure to do so. I also acknowledge that upon submission of the application, my child will be considered for membership with all other applicants and that my child may or may not be selected for membership. I further acknowledge that my child's participation in this program is voluntary and I agree to release the City of Destin and all of their employees, officials, and any and all individuals and organizations assisting or participating in the program from any and all claims for personal injuries and property damage which my child may suffer while participating as a member of the Destin Youth Council.



Signature of Parent or Guardian

Date 7/27/25
Page 5 of 6

2025-2026 Destin Youth Council Program

GPA Verification Form

To Be Completed by the Student

This form must be signed by your counselor or other school official, verifying your weighted GPA on a 4.00 scale. Please complete the information below and sign and date the release of information section. Ask your high school counselor to complete the remainder of the form and return it to you to include with your application.

Applicant's full name: Annalyn Marie King Grade 11th
High School name: Destin High School

Release of Information I grant permission to release all information regarding my GPA to the City of Destin, as deemed necessary for consideration for membership to the Destin Youth Council.

Signature of Applicant [Signature] Date 7/27/25

To Be Completed by your High School Counselor

Please provide requested information below and return the form to the student so that he or she may submit it with the application.

High School name Destin High School

The above named student has a cumulative weighted GPA on a 4.00 scale of:

4.3500 Student's current grade level 11

[Signature]

Signature of Authorized Official

7/29/25

DATE

Counselor

School Official's Title

matt.means@staff.destin-highschool.org
~~PHONE~~ email

Non-Resident

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
(Attn: Office of the City Clerk)

Applicant Information:

Name: Chloe Majors
Home Address: [Redacted]
E-mail Address: [Redacted]
Phone Number: [Redacted] Date of Birth [Redacted]
School: Destin Highschool Current Grade: 10th

Applicant Experience:

Please list activities in which you have participated. Include organizations, school-related activities, and community activities.

Name of Organization: Sinfonia Gulf Coast
Title or Position: Volunteer
Period of Involvement: 2024-current Hours per week: 28⁺ Hours per year
Name of Sponsor: Elizabeth Boswell Phone Number: 850 543 8128

Name of Organization: Kids Night Out
Title or Position: Volunteer
Period of Involvement: 2024-2025 school year Hours per week: 3 per event
Name of Sponsor: Captain Brandy Phone Number: 850-204 2044

Name of Organization: Mattie Chelly Arts Foundation
Title or Position: Volunteer
Period of Involvement: 2024-current Hours per week: 10⁺ Hours per year
Name of Sponsor: Demetrius Fuller Phone Number: 850-~~33~~
650-218-3338

Employment:

Beginning with your present or most recent job, please list your employment history.

Type of Work: Live love destin
Period of Work: 2021-current Hours per week: 5
Name of Employer: Elizabeth Boswell Phone Number: 860-543-8128

Type of Work: _____
Period of Work: _____ Hours per week: _____
Name of Employer: _____ Phone Number: _____

Type of Work: _____
Period of Work: _____ Hours per week: _____
Name of Employer: _____ Phone Number: _____

Sponsor and Personal References:

Name	Address	Phone Number
Joseph Rogers	2604 Champion Court Destin FL	850 585 8534
Johnny Boswell	324 Shore Mirimar drive beach	850 585 7447
Cassie Long	748 Harbor Destin FL Blvd	850 502 0378

Additional Information:

To give each applicant the opportunity to demonstrate his or her eligibility for the Youth Council, answer the following questions limiting each response to 100 words or less. Use separate sheet of paper if necessary and attach response sheet to the application and submit together.

1. Why do you believe that you would be a good candidate for the Youth Council? Any special qualities?

I grew up around a structured environment and I want to exercise what I've been taught by being in the Council. I also feel like I would be a good advocate for the youth of our city.

I am well mannered and well spoken. I'm heavily involved in volunteering with in the community.

2. What do you envision a Youth Council as being? Why should there be one?

I envision it being a voice for the youth. I also envision it as an opportunity to learn about the city council. There should be one because it gives the youth a voice and a way to speak up.

3. In your opinion, what is the most critical issue facing youth in your school, in your neighborhood, and in your city? What can a Youth Council do to solve such a problem?

In my school I think the biggest problem is no room for sporting events because we do not have a football field. I could meet with the city council to think of ideas to solve the problem.

3. In my city, a critical issue for youths is the lack of a youth center and mentoring program. The youth council can meet with the city council to try and find a location for a youth center, and implement a mentoring program. The community center used to be an active center for the younger youth but has since declined.

Applicant Statement

hereby certify that the information I have given is true and correct to the best of my knowledge. I understand that provision of false information may disqualify my consideration. I authorize the release of this information for verification purposes and understand it will be used only to process my application. I also understand that by submitting this form, I am submitting an application to participate as a member of the Destin Youth Council and that said application is only complete upon receipt of the Parental/Guardian Consent and Liability Release form and receipt of GPA certification form and class rank verification form signed by my school counselor. Upon submission of the application, I understand that I will be considered for membership with all other applicants and that I may or may not be selected for membership. If selected, I agree to attend all meetings and events and understand that I will be removed from membership for failure to do so.

Chloe Mayore

7/24/25

Signature

Date

Parental Consent

I, the undersigned, do hereby consent to my child's participation in the Destin Youth Council. I acknowledge that I have read and understand the Destin Youth Council By-Laws and allow my child to attend all meetings and events relative to this program; and that I understand that my child will be removed from membership for failure to do so. I also acknowledge that upon submission of the application, my child will be considered for membership with all other applicants and that my child may or may not be selected for membership. I further acknowledge that my child's participation in this program is voluntary and I agree to release the City of Destin and all of their employees, officials, and any and all individuals and organizations assisting or participating in the program from any and all claims for personal injuries and property damage which my child may suffer while participating as a member of the Destin Youth Council.

[Signature]

7/24/25

Signature of Parent or Guardian

Date

2025-2026 Destin Youth Council Program

GPA Verification Form

To Be Completed by the Student

This form must be signed by your counselor or other school official, verifying your weighted GPA on a 4.00 scale. Please complete the information below and sign and date the release of information section. Ask your high school counselor to complete the remainder of the form and return it to you to include with your application.

Applicant's full name: Chloe Elizabeth Boswell **Grade** 10th

High School name: Destin High School

Release of Information I grant permission to release all information regarding my GPA to the City of Destin, as deemed necessary for consideration for membership to the Destin Youth Council.

Signature of Applicant *Chloe Boswell* **Date** 7/24/25

To Be Completed by your High School Counselor

Please provide requested information below and return the form to the student so that he or she may submit it with the application.

High School name Destin High School

The above named student has a cumulative weighted GPA on a 4.00 scale of:

3.7857

Student's current grade level 10th

Donald Williams

Executive Director

Signature of Authorized Official

School Official's Title

July 25, 2025

850-307-5869

DATE

PHONE

DESTIN YOUTH COUNCIL



Application for Membership

The youth council is a city funded council composed of high school aged youth from Destin. The youth council is an opportunity for youth to have a formal role in the city's planning and decision-making process.

Youth Council Members:

- Represent Destin youth on issues important to them.
- Identify ways to improve Destin for its youth.
- Appropriate funds for youth related activities.
- Act as an advisory board to Destin City Council.

Membership Criteria

- Applicants must live within the city limits of Destin.
- Applicants must be between the grades of 9 and 12 with at least a 2.25 GPA.
- Terms shall be for one year
- There will be no smoking, drinking alcoholic beverages or using illegal drugs by any member of the Destin Youth Council.
- Applicants must be willing to attend at least one meeting a month.
- All applicants will be considered regardless of race, color, gender, national origin, or disability.

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
(Attn: Office of the City Clerk)

Applicant Information:

Name: Deacon Martin
Home Address: [REDACTED]
E-mail Address: [REDACTED]
Phone Number: [REDACTED] Date of Birth [REDACTED]
School: Destin High School Current Grade: 11th

Applicant Experience:

Please list activities in which you have participated. Include organizations, school-related activities, and community activities.

Name of Organization: Destin Methodist Worship Band
Title or Position: Piano player
Period of Involvement: 3/2022 - present Hours per week: 7
Name of Sponsor: Andy Cutrell Phone Number: 573-587-4682

Name of Organization: Destin High Soccer
Title or Position: Left wing - Striker
Period of Involvement: 10/2023 - Present Hours per week: During season - 15-20
Name of Sponsor: Coach Brad Phone Number: 850-246-0508

Name of Organization: _____
Title or Position: _____
Period of Involvement: _____ Hours per week: _____
Name of Sponsor: _____ Phone Number: _____

Employment:

Beginning with your present or most recent job, please list your employment history.

Type of Work: Restaurant/hospitality (Sugarland)
Period of Work: 2/15/2025-present Hours per week: summer-30 school year-10
Name of Employer: Sugarland - Jared Berg Phone Number: 850-368-5709

Type of Work: Camp Counselor
Period of Work: Summers of 2023-2024 Hours per week: 20-30
Name of Employer: Kim Parker Phone Number: 850-368-1430

Type of Work: _____
Period of Work: _____ Hours per week: _____
Name of Employer: _____ Phone Number: _____

Sponsor and Personal References:

Name	Address	Phone Number
Andy Cutrell	400 Ridge Wood Cir.	573-587-4682
Jared Berg	47 Harbor Blvd	850-368-5709
Katie Davies	3896 Indian Trail	850-974-6788

Additional Information:

To give each applicant the opportunity to demonstrate his or her eligibility for the Youth Council, answer the following questions limiting each response to 100 words or less. Use separate sheet of paper if necessary and attach response sheet to the application and submit together.

1. Why do you believe that you would be a good candidate for the Youth Council? Any special qualities?

I believe I would be a great candidate for the youth council because I'm a great listener, a great problem solver, and I'm full of ideas. I love living in Destin and being a part of the community here, and I want to make it better by working hard to bring positive change.

2. What do you envision a Youth Council as being? Why should there be one?

A youth council should serve as a representation of the youth in Destin. It should bring ideas and discuss ways to improve the lives of the youth, as well as the city as a whole. There should be a youth council to offer unique perspectives on issues the city is facing.

3. In your opinion, what is the most critical issue facing youth in your school, in your neighborhood, and in your city? What can a Youth Council do to solve such a problem?

One of the most critical issues facing youth today here in Destin is pedestrian, scooter, and e-bike safety, especially at night, for both the pedestrians/e-bikers, and the drivers, many of whom are Destin youth. At my job near McGuire's, I see many people cross 98 every night. One thing we could do as a council is plant wedges in the median, to make it less appealing to cross. This could prevent people from thinking they can land halfway, while keeping the area looking nice as you enter or exit Destin over the bridge.

Applicant Statement

I hereby certify that the information I have given is true and correct to the best of my knowledge. I understand that provision of false information may disqualify my consideration. I authorize the release of this information for verification purposes and understand it will be used only to process my application. I also understand that by submitting this form, I am submitting an application to participate as a member of the Destin Youth Council and that said application is only complete upon receipt of the Parental/Guardian Consent and Liability Release form and receipt of GPA certification form and class rank verification form signed by my school counselor. Upon submission of the application, I understand that I will be considered for membership with all other applicants and that I may or may not be selected for membership. If selected, I agree to attend all meetings and events and understand that I will be removed from membership for failure to do so.



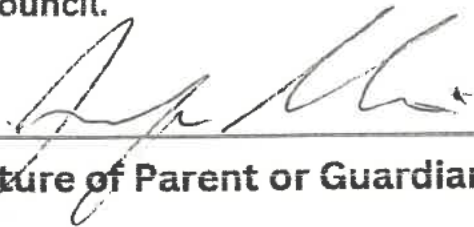
7/28/25

Signature

Date

Parental Consent

I, the undersigned, do hereby consent to my child's participation in the Destin Youth Council. I acknowledge that I have read and understand the Destin Youth Council By-Laws and allow my child to attend all meetings and events relative to this program; and that I understand that my child will be removed from membership for failure to do so. I also acknowledge that upon submission of the application, my child will be considered for membership with all other applicants and that my child may or may not be selected for membership. I further acknowledge that my child's participation in this program is voluntary and I agree to release the City of Destin and all of their employees, officials, and any and all individuals and organizations assisting or participating in the program from any and all claims for personal injuries and property damage which my child may suffer while participating as a member of the Destin Youth Council.



7/28/25

Signature of Parent or Guardian

Date

2025-2026 Destin Youth Council Program

GPA Verification Form

To Be Completed by the Student

This form must be signed by your counselor or other school official, verifying your weighted GPA on a 4.00 scale. Please complete the information below and sign and date the release of information section. Ask your high school counselor to complete the remainder of the form and return it to you to include with your application.

Applicant's full name: Deacon Martin Grade 11
High School name: Destin High School

Release of Information I grant permission to release all information regarding my GPA to the City of Destin, as deemed necessary for consideration for membership to the Destin Youth Council.

Signature of Applicant  Date 7/28/25

To Be Completed by your High School Counselor

Please provide requested information below and return the form to the student so that he or she may submit it with the application.

High School name Destin High School

The above named student has a cumulative weighted GPA on a 4.00 scale of:

4.3667 Student's current grade level 11th

Cynthia Marsh

Signature of Authorized Official

School Counselor

School Official's Title

7/21/25

DATE

850-204-4044

PHONE

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
(Attn: Office of the City Clerk)

Applicant Information:

Name: Elleanorah Bemm
Home Address: [REDACTED]
E-mail Address: [REDACTED]
Phone Number [REDACTED] Date of Birth [REDACTED]
School: Destin high school Current Grade: 12

Applicant Experience:

Please list activities in which you have participated. Include organizations, school-related activities, and community activities.

Name of Organization: Future Farmers of America
Title or Position: President + founder
Period of Involvement: Feb 2025 - Present Hours per week: N/A
Name of Sponsor: Donald Williams Phone Number: willy.williams@staff.destin.fl.gov

Name of Organization: Miss destin Pageant
Title or Position: 3rd runner up
Period of Involvement: March 2025 Hours per week: Various
Name of Sponsor: Heidi LoCicero Phone Number: 225-921-5375

Name of Organization: Destin high school tennis team
Title or Position: Singles + doubles Varsity
Period of Involvement: Feb 2025 - ~~Present~~ May 2025 Hours per week: 2-8
Name of Sponsor: travis tressler Phone Number: 850-654-4287

Employment:

Beginning with your present or most recent job, please list your employment history.

Type of Work: Dockhand
Period of Work: Feb 2025 - May 2025 Hours per week: 40
Name of Employer: Cooper Holmes / Legendary Marina Phone Number: 913-912-9589

Type of Work: Dockhand
Period of Work: March 2024 - January 2025 Hours per week: 40
Name of Employer: Avyn Ames / Allatoona Landing Marina Phone Number: 678-575-7170

Type of Work: Hostess
Period of Work: June 2022 - April 2024 Hours per week: 20
Name of Employer: Harbor docks Phone Number: 850-837-2506

Sponsor and Personal References:

Name	Address	Phone Number
Danny Smith	131 durango Rd Destin, FL 32541	828-734-7822
Andrew Remm	135 durango Rd Destin, FL 32541	675-470-1200
Joseph Battori	131 durango Rd, Destin, FL 32541	850-502-3399

Additional Information:

To give each applicant the opportunity to demonstrate his or her eligibility for the Youth Council, answer the following questions limiting each response to 100 words or less. Use separate sheet of paper if necessary and attach response sheet to the application and submit together.

1. Why do you believe that you would be a good candidate for the Youth Council? Any special qualities?

I Believe I would be a good Candidate because I am motivated, responsible, and passionate about making a positive difference in the community. As a student leader and someone actively involved in school and extracurricular activities, I've learned teamwork, communication, and problem solving skills. I bring fresh ideas, a strong work ethic and a genuine desire to represent the voices of our peers.

2. What do you envision a Youth Council as being? Why should there be one?

I envision the youth council as a space where young people can actively participate in shaping our community, share ideas, and have their perspectives heard. It should also serve as a bridge between youth and city leaders, giving students a chance to learn about civic engagement while also contributing solutions to real issues. A youth council is important because it empowers young people, builds leadership skills, and ensures the voices of the next generation are included in community decisions.

3. In your opinion, what is the most critical issue facing youth in your school, in your neighborhood, and in your city? What can a Youth Council do to solve such a problem?

In Destin, one of the biggest issues for youth is the lack of affordable and accessible activities outside of school. Since much of the city is focused on tourism, there is not many safe spaces or events designed for teens, which can leave us with very few positive outlets. A youth council could help by organizing community events for local students, promoting youth centered programs, and working with the city to create safe recreational areas. This would give young people more opportunities to connect, stay engaged, and build stronger sense of community.

Applicant Statement

I hereby certify that the information I have given is true and correct to the best of my knowledge. I understand that provision of false information may disqualify my consideration. I authorize the release of this information for verification purposes and understand it will be used only to process my application. I also understand that by submitting this form, I am submitting an application to participate as a member of the Destin Youth Council and that said application is only complete upon receipt of the Parental/Guardian Consent and Liability Release form and receipt of GPA certification form and class rank verification form signed by my school counselor. Upon submission of the application, I understand that I will be considered for membership with all other applicants and that I may or may not be selected for membership. If selected, I agree to attend all meetings and events and understand that I will be removed from membership for failure to do so.

Eleanor Ann Ramm

07-29-25

Signature

Date

Parental Consent

I, the undersigned, do hereby consent to my child's participation in the Destin Youth Council. I acknowledge that I have read and understand the Destin Youth Council By-Laws and allow my child to attend all meetings and events relative to this program; and that I understand that my child will be removed from membership for failure to do so. I also acknowledge that upon submission of the application, my child will be considered for membership with all other applicants and that my child may or may not be selected for membership. I further acknowledge that my child's participation in this program is voluntary and I agree to release the City of Destin and all of their employees, officials, and any and all individuals and organizations assisting or participating in the program from any and all claims for personal injuries and property damage which my child may suffer while participating as a member of the Destin Youth Council.

[Signature]

07-29-25

Signature of Parent or Guardian

Date

2025-2026 Destin Youth Council Program

GPA Verification Form

To Be Completed by the Student

This form must be signed by your counselor or other school official, verifying your weighted GPA on a 4.00 scale. Please complete the information below and sign and date the release of information section. Ask your high school counselor to complete the remainder of the form and return it to you to include with your application.

Applicant's full name: Elleahorah Remm Grade 12
High School name: Destin High School

Release of Information I grant permission to release all information regarding my GPA to the City of Destin, as deemed necessary for consideration for membership to the Destin Youth Council.

Signature of Applicant _____ Date _____

To Be Completed by your High School Counselor

Please provide requested information below and return the form to the student so that he or she may submit it with the application.

High School name Destin High School

The above named student has a cumulative weighted GPA on a 4.00 scale of:

3.8654 Student's current grade level 12

Cynthia Marsh

Signature of Authorized Official

7-23-25

DATE

School Counselor

School Official's Title

850-204-4044

PHONE

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541
(Attn: Office of the City Clerk)

Applicant Information:

Name: Estella Scoma
Home Address: [REDACTED]
E-mail Address: [REDACTED]
Phone Number: [REDACTED] Date of Birth [REDACTED]
School: Destin High School Current Grade: 11

Applicant Experience:

Please list activities in which you have participated. Include organizations, school-related activities, and community activities.

Name of Organization: DHS Volunteer Organization
Title or Position: President & Founder
Period of Involvement: 9th-11th grade Hours per week: 2
Name of Sponsor: Karla Theriault Phone Number: 516-382-7114

Name of Organization: DHS class officers
Title or Position: class president
Period of Involvement: 10th & 11th Hours per week: 1
Name of Sponsor: Andrew Walters Phone Number: waltersa@destinhigh.org

Name of Organization: Future Business Leaders of America
Title or Position: member
Period of Involvement: 10th - 11th Hours per week: 1
Name of Sponsor: Mrs. Tucker Phone Number: tuckerK@destinhigh.org

Employment:

Beginning with your present or most recent job, please list your employment history.

Type of Work: Retail Associate at Dress Up Destin
Period of Work: 3/24 - 3/25 Hours per week: 7
Name of Employer: Jess Healy Phone Number: 203-500-9866

Type of Work: Panera Bread Associate
Period of Work: 5/25 - Present Hours per week: 24 (in summer)
Name of Employer: Heather Davis & Jess Phone Number: 850-598-1440
Jess Jess

Type of Work: _____
Period of Work: _____ Hours per week: _____
Name of Employer: _____ Phone Number: _____

Sponsor and Personal References:

Name	Address	Phone Number
Karla Theriault	4325 Commons Dr W, Destin, FL 32541	516-382-7114
Bobby Wagner	4200 Indian Bayou Trail, Destin, FL 32541	850-499-4366
Heather Davis	34885 Emerald Coast Pkwy, Destin, FL 32541	Heather.Davis@paneraBread.com

Additional Information:

To give each applicant the opportunity to demonstrate his or her eligibility for the Youth Council, answer the following questions limiting each response to 100 words or less. Use separate sheet of paper if necessary and attach response sheet to the application and submit together.

1. Why do you believe that you would be a good candidate for the Youth Council? Any special qualities?

I believe I would be a great candidate for the Youth Council because of my passion for government and public service. I am very involved at my school and regularly volunteer in Destin's community. I was on the Youth Council freshman year and have high hopes of achieving a lot together! I am a very passionate and dedicated person and am ready to apply those qualities to this role.

2. What do you envision a Youth Council as being? Why should there be one?

A youth council should be a group of students who are of different ages and backgrounds. Each council member should actively find issues in our community to be discussed at meetings. Each member should take the role seriously by dedicating attendance and effort. There should be one so an official council can focus solely on issues facing young people.

3. In your opinion, what is the most critical issue facing youth in your school, in your neighborhood, and in your city? What can a Youth Council do to solve such a problem?

The most critical issue facing youth in my school is probably substance abuse, mental health, and lack of sex-education classes. Issues in my neighborhood are lack of community engagement and noise pollution. City-wide I would say substance abuse, bullying, and mental health. A youth council should deeply identify a specific issue and survey those impacted by it. The solution should be well researched and carried out.

Applicant Statement

I hereby certify that the information I have given is true and correct to the best of my knowledge. I understand that provision of false information may disqualify my consideration. I authorize the release of this information for verification purposes and understand it will be used only to process my application. I also understand that by submitting this form, I am submitting an application to participate as a member of the Destin Youth Council and that said application is only complete upon receipt of the Parental/Guardian Consent and Liability Release form and receipt of GPA certification form and class rank verification form signed by my school counselor. Upon submission of the application, I understand that I will be considered for membership with all other applicants and that I may or may not be selected for membership. If selected, I agree to attend all meetings and events and understand that I will be removed from membership for failure to do so.

Stella Name

7-21-25

Signature

Date

Parental Consent

I, the undersigned, do hereby consent to my child's participation in the Destin Youth Council. I acknowledge that I have read and understand the Destin Youth Council By-Laws and allow my child to attend all meetings and events relative to this program; and that I understand that my child will be removed from membership for failure to do so. I also acknowledge that upon submission of the application, my child will be considered for membership with all other applicants and that my child may or may not be selected for membership. I further acknowledge that my child's participation in this program is voluntary and I agree to release the City of Destin and all of their employees, officials, and any and all individuals and organizations assisting or participating in the program from any and all claims for personal injuries and property damage which my child may suffer while participating as a member of the Destin Youth Council.

A. Scoma

Signature of Parent or Guardian

Date



OKALOOSA COUNTY SCHOOL DISTRICT - OFFICIAL TRANSCRIPT

DESTIN HIGH SCHOOL

4325 COMMONS DR. W.
 DESTIN, FL 32541
 850-204-4044

PREPARED DATE: Jul 21, 2025

Student

Legal Name: SCOMA, ESTELLA, ROSE
 Grade Level: 11
 Birth Date: [REDACTED]
 Birthplace: TALLAHASSEE, FL
 Birth Verification: 1 - Transcript of child's birth record filed.
 Ethnicity: White, Non-Hispanic Sex: F - Female
 FL Student ID: [REDACTED] District Student ID: [REDACTED]

Student Address: [REDACTED]
 Parent / Guardian (Name/Code):
 ANDREA SCOMA (Mother)
 MARIO SCOMA (Father)
 Military Family:

Graduation Summary

Unweighted GPA: 3.8750
 Weighted GPA: 4.2813
 Class Rank: 20/150

Credits Earned: 16.00
 Credits Attempted: 16.00

Year Entered Ninth Grade: 2023-2024
 Graduation Option: 24 Credit Standard HS Options [1]

Diploma Type:
 Diploma Date:

Certificate of Completion:
 Date:

Bright Futures Requirement Met: Not applicable [Z]
 Community Service Hours*: 0 Paid Employment Hours:

**Pursuant to DOE Order No 2020-EO-05, the student service hours for the 2019-2020 graduates may have been adjusted due to COVID-19.*

Medical Information

Immunization Status: DH or HRS 680 A or A-2 [8] Health Exam Status: School entry health examination certified Health Exam Date: Nov 2, 2015

Academic History

16 graduation requirements

Requirements	Credits required to graduate	Credits remaining to be taken	Currently enrolled credits
Algebra 1 or Equivalent [A1]	1.00		0.00
Geometry or Equivalent [GE]	1.00		0.00
Mathematics [MA]	2.00		0.00
English [EN]	4.00	2.00	0.00
American Government [AG]	0.50	0.50	0.00
American History [AH]	1.00		0.00
Personal Financial Literacy [PL]	0.50		0.00
Economics [EC]	0.50	0.50	0.00
World History [WH]	1.00		0.00
Biology 1 or Equivalent [BI]	1.00		0.00
Science [EQ]	2.00	1.00	0.00
Personal Fitness [PE]	0.50	0.50	0.00
PE [PE]	0.50	0.50	0.00
Performing Fine Arts [PA]	1.00		0.00
Elective [EL]	7.50	3.00	0.00
Foreign Language Elective [FL]	0.00		0.00

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 18, 2025
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.I.

TO: City Council

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

FROM: Lisa Firth, Parks & Rec Director
Ryan Reed, Deputy Parks/Rec Director

DATE: 8/13/2025

SUBJECT: Boating Safety Zones

I. BACKGROUND: On August 4, 2025, Councilmember Bagby moved to direct city staff to develop and return with a justification for establishing a slow speed zone in Joe's Bayou, based on the criteria outlined in Florida Statute 327.46(1)(c), including but not limited to:

- Presence of blind corners,
- Unsafe levels of vessel traffic congestion,
- Navigational hazards, or
- Credible data indicating a threat to boating safety (such as accident reports or citations).

The motion further states that once the city and the county agree that such justification exists, an ordinance may then be drafted to formally establish the slow speed zone. The motion was seconded by Councilmember Hebert and passed 7-0.

II. DISCUSSION: Staff has attached detailed information as to the process for establishing boating safety zones. This agenda item is informational, only.

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

III. CONCLUSION: This agenda item is informational.

IV. RECOMMENDED MOTION: n/a

Attachments:

1. 327.46 Flowchart
2. FWC- Draft Ordinance and SOP_Aug2017
3. 327.46 F.S. Boating Restricted areas_2024
4. 68D-21 2024
5. FWC - Local Ordinance Review Checklist Application

Section 327.46, Florida Statutes
BOATING RESTRICTED AREAS

327.46(1)
Boating-restricted areas, including, but not limited to, restrictions of vessel speeds and vessel traffic, may be established on the waters of this state for any purpose necessary to protect the safety of the public if such restrictions are necessary based on boating accidents, visibility, hazardous currents or water levels, vessel traffic congestion, or other navigational hazards or to protect seagrasses on privately owned submerged lands.

327.46(1)(a), FS
The commission may establish boating-restricted areas by rule pursuant to chapter 120.

327.46(1)(b), FS
Municipalities and counties have the authority to establish the following boating-restricted areas by ordinance:

327.46(1)(c), FS
Municipalities and counties have the authority to establish by ordinance the following other boating-restricted areas:

327.46(1)(b)1
An ordinance establishing an idle speed, no wake boating restricted area, if the area is:

327.46(1)(b)1a
Within 500 feet of any boat ramp, hoist, marine railway, or other launching or landing facility available for use by the general boating public on waterways more than 300 feet in width or within 300 feet of any boat ramp, hoist, marine railway, or other launching or landing facility available for use by the general boating public on waterways not exceeding 300 feet in width.

327.46(1)(b)1b
Within 500 feet of fuel pumps or dispensers at any marine fueling facility that sells motor fuel to the general boating public on waterways more than 300 feet in width or within 300 feet of the fuel pumps or dispensers at any licensed terminal facility that sells motor fuel to the general boating public on waterways not exceeding 300 feet in width.

327.46(1)(b)1c
Inside or within 300 feet of any lock structure.

327.46(1)(b)2
An ordinance establishing a slow speed, minimum wake boating-restricted area if the area is:

327.46(1)(b)2a
Within 300 feet of any bridge fender system.

327.46(1)(b)2b
Within 300 feet of any bridge span presenting a vertical clearance of less than 25 feet or a horizontal clearance of less than 100 feet.

327.46(1)(b)2c
On a creek, stream, canal, or similar linear waterway if the waterway is less than 75 feet in width from shoreline to shoreline.

327.46(1)(b)2d
On a lake or pond of less than 10 acres in total surface area.

327.46(1)(b)3
An ordinance establishing a vessel-exclusion zone if the area is:

327.46(1)(b)3a
Designated as a public bathing beach or swim area.

327.46(1)(b)3b
Within 300 feet of a dam, spillway, or flood control structure.

327.46(1)(c)1
An ordinance establishing an idle speed, no wake boating-restricted area, if the area is within 300 feet of a confluence of water bodies presenting a blind corner, a bend in a narrow channel or fairway, or such other area if an intervening obstruction to visibility may obscure other vessels or other users of the waterway.

327.46(1)(c)2
An ordinance establishing a slow speed, minimum wake, or numerical speed limit boating-restricted area if the area is:

327.46(1)(c)2a
Within 300 feet of a confluence of water bodies presenting a blind corner, a bend in a narrow channel or fairway, or such other area if an intervening obstruction to visibility may obscure other vessels or other users of the waterway.

327.46(1)(c)2b
Subject to unsafe levels of vessel traffic congestion.

327.46(1)(c)2c
Subject to hazardous water levels or currents, or containing other navigational hazards.

327.46(1)(c)2d
An area that accident reports, uniform boating citations, vessel traffic studies, or other creditable data demonstrate to present a significant risk of collision or a significant threat to boating safety.

327.46(1)(c)3
An ordinance establishing a vessel-exclusion zone if the area is reserved exclusively:

327.46(1)(c)3a
As a canoe trail or otherwise limited to vessels under oars or under sail.

327.46(1)(c)3b
For a particular activity and user group separation must be imposed to protect the safety of those participating in such activity.



Ordinance Language Standard Operating Procedure

Chapter 327 Section 46, Florida Statutes, grants local governments the authority to establish boating restriction zones on the waters of this state for any purpose necessary to protect the safety of the public if such restrictions are necessary based on boating accidents, visibility, hazardous currents or water levels, vessel traffic congestion, or other navigational hazards.

Here are a couple of things to keep in mind when creating a boating restriction zone:

The zone must adhere to the requirements laid out in Florida Statutes, Section 327.46. This statute establishes the authority for local governments to create boating restriction zones. There are two parts to this statute. The first (327.46(1)(b)), describes physical circumstances on the waterways that warrant boating restriction zones. These physical circumstances include boat landings and fuel facilities that are open to the public, bridge fender systems, bridges with certain clearance limits, and canals that are less than 75 ft. wide. Local governments are able to regulate within prescribed buffers around these areas.

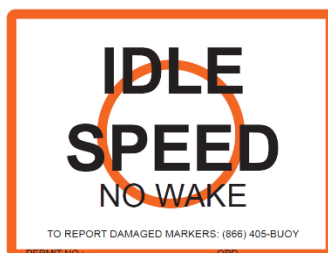
If these buffer zones do not cover the area that your government wishes to regulate then you will need to apply to FWC Boating and Waterways for a review of the ordinance. This process makes up the second part of the statute (327.46(1)(c)). The area will be reviewed based on specific criteria that allows FWC to determine whether there is a boating safety issue on that particular waterway that is best handled by establishing a boating restriction zone. This review process is governed by chapter 68D-21, Florida Administrative Code. We have created a checklist to help local governments navigate the application process.

Here is a breakdown of what you can do under 327.46(1)(b), Florida Statutes:



Slow Speed Minimum Wake within:

- 300 ft. of bridge fender.
- 300 ft. of bridge with > 25 ft. of vertical clearance or > 100 ft. of horizontal clearance.
- A creek, stream, canal, or similar linear waterway is < 75 ft.



Idle Speed Minimum Wake within:

- 500 ft. of public boat ramp, hoist, marine railway, launching/landing facility, fuel pumps on waterway > 300 ft.
- 300 ft. of public boat ramp, hoist, marine railway, launching/landing facility, fuel pumps on waterway < 300 ft.
- 300 ft. of lock system.



Vessel Exclusion:

- Public bathing beach or swim area.
- Within 300 ft. of dam, spillway, or flood control structure.



Ordinance Language Standard Operating Procedure

If your zone does not meet any of these condition or only a couple of them, then you will need to apply for a review of the ordinance under 327.46(1)(c). Under (1)(c) there are certain conditions that your zone must meet in order to be approved by FWC’s Boating and Waterways Section. Those conditions are as follows:



Idle Speed Minimum Wake within:

-300 feet of a confluence of water bodies presenting a blind corner, a bend in a narrow channel or fairway, or such other area if an intervening obstruction to visibility may obscure other vessels or other users of the waterway.



Slow Speed Minimum Wake within:

-300 feet of a confluence of water bodies presenting a blind corner, a bend in a narrow channel or fairway, or such other area if an intervening obstruction to visibility may obscure other vessels or other users of the waterway.

- Subject to unsafe levels of vessel traffic congestion.
- Subject to hazardous water levels or currents, or containing other navigational hazards.
- An area that accident reports, uniform boating citations, vessel traffic studies, or other creditable data demonstrate to present a significant risk of collision or a significant threat to boating safety.



Vessel Exclusion if the area is reserved exclusively:

- As a canoe trail or otherwise limited to vessels under oars or under sail.
- For a particular activity and user group separation must be imposed to protect the safety of those participating in such activity.

The review process is described in Chapter 68D-21, Florida Administrative Code. Our office has created a checklist to help our applicants for this review process make sure that they are submitting a completed application.



Ordinance Language Standard Operating Procedure

FAQ Sheet:

Question: Can local governments regulate waterways for protection of shoreline?

Answer: No. Here is the portion of Florida Administrative Code [68D-23(1)] that prohibits the regulation of vessels for the protection of shoreline:

“(3) It is further the intent of this chapter that no boating restricted area be established, continued in effect, or enforced for the purpose of noise abatement or for the protection of shoreline, shore-based structures, or upland property from vessel wake or shoreline wash. As provided in Section 327.33(2), F.S., “vessel wake and shoreline wash resulting from the reasonable and prudent operation of a vessel shall, absent negligence, not constitute damage or endangerment to property.” The wake resulting from the reasonable and prudent operation of a vessel is a force which should be anticipated by the owners of property adjacent to the navigable waters of this state.”

Question: How long does it typically take for a local government to go through a 327.46(1)(c) review process?

Answer: It depends on the local government ordinance establishment process. There are a couple of mandatory public review periods that must be met that cause the process to take at least 42 days. Chapter 68D-21 requires FWC to notify the public for a 21 day period when a completed application is received. 68D-21 also requires FWC to notify the public for a 21 day period of the final decision. During these review periods, members of the public can request a public hearing to discuss the zone that is being proposed.

The 2024 Florida Statutes (including 2025 Special Session C)

[Title XXIV](#)
VESSELS

[Chapter 327](#)
VESSEL SAFETY

[View Entire Chapter](#)

327.46 Boating-restricted areas.—

(1) Boating-restricted areas, including, but not limited to, restrictions of vessel speeds and vessel traffic, may be established on the waters of this state for any purpose necessary to protect the safety of the public if such restrictions are necessary based on boating accidents, visibility, hazardous currents or water levels, vessel traffic congestion, or other navigational hazards or to protect seagrasses on privately owned submerged lands.

(a) The commission may establish boating-restricted areas by rule pursuant to chapter 120.

(b) Municipalities and counties may establish the following boating-restricted areas by ordinance, including, notwithstanding the prohibition in s. [327.60\(2\)\(c\)](#), within the portion of the Florida Intracoastal Waterway within their jurisdiction:

1. An ordinance establishing an idle speed, no wake boating-restricted area, if the area is:

a. Within 500 feet of any boat ramp, hoist, marine railway, or other launching or landing facility available for use by the general boating public on waterways more than 300 feet in width or within 300 feet of any boat ramp, hoist, marine railway, or other launching or landing facility available for use by the general boating public on waterways not exceeding 300 feet in width.

b. Within 500 feet of fuel pumps or dispensers at any marine fueling facility that sells motor fuel to the general boating public on waterways more than 300 feet in width or within 300 feet of the fuel pumps or dispensers at any licensed terminal facility that sells motor fuel to the general boating public on waterways not exceeding 300 feet in width.

c. Inside or within 300 feet of any lock structure.

2. An ordinance establishing a slow speed, minimum wake boating-restricted area if the area is:

a. Within 300 feet of any bridge fender system.

b. Within 300 feet of any bridge span presenting a vertical clearance of less than 25 feet or a horizontal clearance of less than 100 feet.

c. On a creek, stream, canal, or similar linear waterway if the waterway is less than 75 feet in width from shoreline to shoreline.

d. On a lake or pond of less than 10 acres in total surface area.

e. Within the boundaries of a permitted public mooring field and a buffer around the mooring field of up to 100 feet.

f. Within 500 feet of a sewage pumpout station at any public or private nonresidential marina if the sewage pumpout station is within 100 feet of the marked channel of the Florida Intracoastal Waterway.

3. An ordinance establishing a vessel-exclusion zone if the area is:

a. Designated as a public bathing beach or swim area, except that such areas may not be created on waters that include any portion of the Florida Intracoastal Waterway or that are within 100 feet of the marked channel of the Florida Intracoastal Waterway.

b. Within 300 feet of a dam, spillway, or flood control structure.

Vessel exclusion zones created pursuant to this subparagraph must be marked with uniform waterway markers permitted by the commission in accordance with this chapter. Such zones may not be marked by ropes.

(c) Municipalities and counties have the authority to establish by ordinance the following other boating-restricted areas:

1. An ordinance establishing an idle speed, no wake boating-restricted area, if the area is within 300 feet of a confluence of water bodies presenting a blind corner, a bend in a narrow channel or fairway, or such other area if an intervening obstruction to visibility may obscure other vessels or other users of the waterway.

2. An ordinance establishing a slow speed, minimum wake, or numerical speed limit boating-restricted area if the area is:

a. Within 300 feet of a confluence of water bodies presenting a blind corner, a bend in a narrow channel or fairway, or such other area if an intervening obstruction to visibility may obscure other vessels or other users of the waterway.

b. Subject to unsafe levels of vessel traffic congestion.

c. Subject to hazardous water levels or currents, or containing other navigational hazards.

d. An area that accident reports, uniform boating citations, vessel traffic studies, or other creditable data demonstrate to present a significant risk of collision or a significant threat to boating safety.

3. An ordinance establishing a vessel-exclusion zone if the area is reserved exclusively:

a. As a canoe trail or otherwise limited to vessels under oars or under sail.

b. For a particular activity and user group separation must be imposed to protect the safety of those participating in such activity.

Any of the ordinances adopted pursuant to this paragraph shall not take effect until the commission has reviewed the ordinance and determined by substantial competent evidence that the ordinance is necessary to protect public safety pursuant to this paragraph. Any application for approval of an ordinance shall be reviewed and acted upon within 90 days after receipt of a completed application. Within 30 days after a municipality or county submits an application for approval to the commission, the commission shall advise the municipality or county as to what information, if any, is needed to deem the application complete. An application shall be considered complete upon receipt of all requested information and correction of any error or omission for which the applicant was timely notified or when the time for such notification has expired. The commission's action on the application shall be subject to review under chapter 120. The commission shall initiate rulemaking no later than January 1, 2010, to provide criteria and procedures for reviewing applications and procedures for providing for public notice and participation pursuant to this paragraph.

(d) Owners of private submerged lands that are adjacent to Outstanding Florida Waters, as defined in s. 403.061(28), or an aquatic preserve established under ss. 258.39-258.399 may request that the commission establish boating-restricted areas solely to protect any seagrass and contiguous seagrass habitat within their private property boundaries from seagrass scarring due to propeller dredging. Owners making a request pursuant to this paragraph must demonstrate to the commission clear ownership of the submerged lands. The commission shall adopt rules to implement this paragraph, including, but not limited to, establishing an application process and criteria for meeting the requirements of this paragraph. Each approved boating-restricted area shall be established by commission rule. For marking boating-restricted zones established pursuant to this paragraph, owners of privately submerged lands shall apply to the commission for a uniform waterway marker permit in accordance with ss. 327.40 and 327.41, and shall be responsible for marking the boating-restricted zone in accordance with the terms of the permit.

(e) As used in this section, the term "seagrass" has the same meaning as in s. 253.04.

(2) Each such boating-restricted area shall be developed in consultation and coordination with the governing body of the county or municipality in which the boating-restricted area is located and, when the boating-restricted area is to be on the navigable waters of the United States, with the United States Coast Guard and the United States Army Corps of Engineers.

(3) It is unlawful for any person to operate a vessel in a prohibited manner or to carry on any prohibited activity, as defined in this chapter, within a boating-restricted area which has been clearly marked by regulatory markers as authorized under this chapter.

(4) Restrictions in a boating-restricted area established pursuant to this section shall not apply in the case of an emergency or to a law enforcement, firefighting, or rescue vessel owned or operated by a governmental entity.

History.—s. 7, ch. 63-105; s. 1, ch. 65-361; ss. 25, 35, ch. 69-106; s. 23, ch. 78-95; s. 7, ch. 81-100; s. 27, ch. 99-245; s. 16, ch. 2000-362; s. 13, ch. 2009-86; s. 8, ch. 2017-163; s. 31, ch. 2020-150; s. 16, ch. 2021-184; s. 7, ch. 2022-142; s. 1, ch. 2023-151.

Note.—Former s. 371.522.

CHAPTER 68D-21
APPROVAL OF LOCAL ORDINANCES ESTABLISHING BOATING RESTRICTED AREAS

- 68D-21.001 Requirements for Applications
- 68D-21.002 Procedures for Reviewing Applications
- 68D-21.003 Procedures for Providing for Public Notice and Requesting Administrative Hearing
- 68D-21.004 Criteria for Approval of Ordinances
- 68D-21.005 Seasonal or Year-round Boating Restricted Areas.

68D-21.001 Requirements for Applications.

(1) Approval by the Florida Fish and Wildlife Conservation Commission is not required for ordinances adopted pursuant to Section 327.46(1)(b), F.S. Regulatory markers necessary for implementing those ordinances must be permitted as required in Sections 327.40 and 327.41, F.S., and as provided in Chapter 68D-23, F.A.C.

(2) Any municipality or county application for approval of an ordinance establishing a boating-restricted area pursuant to Section 327.46(1)(c), F.S., must be submitted to: Florida Fish and Wildlife Conservation Commission, Division of Law Enforcement, Boating and Waterways Section.

(3) Each application must include:

(a) The name of the applicant municipality or county.

(b) The name, mailing address, telephone number, and any email address or facsimile number of the applicant's:

1. Primary contact person; and,
2. Attorney or qualified representative.

(c) A certified copy of the adopted ordinance for which approval is sought, including proof that the applicant has followed the required procedures for ordinance notice and adoption as set forth in Ch.166, F.S. A county or municipality may submit a draft ordinance for informal agency review and discussion prior to adoption.

(d) A statement identifying the provision within Section 327.46(1)(c), F.S., which authorizes regulation of vessel speed or operation being proposed by the ordinance.

(e) One or more scaled drawings no larger than 8 1/2 inches by 11 inches, reproducible in black and white on standard office photocopying equipment which clearly show the following:

1. The jurisdictional boundaries of the municipality or county enacting the ordinance and, for county ordinances, the jurisdictional boundaries of any municipality in which a boating-restricted area is located.

2. The exact boundaries of each boating-restricted area established by the ordinance and the restrictions on vessel operation imposed within each boating-restricted area.

3. Any other known boating-restricted area (federal, state, county, other municipality, etc.) located within 2,500 feet of any boating-restricted area established by the ordinance.

(f) Documentation that the ordinance was developed, prior to presenting language for adoption, in consultation and coordination with:

1. The governing body of every other county or municipality sharing jurisdiction over the area in which the boating-restricted area is located.

2. The United States Coast Guard if the boating-restricted area is to be established on navigable waters of the United States as defined in 33 C.F.R. §2.36(a) (2009), which is adopted by reference and is available at <http://www.gpoaccess.gov/cfr/index.html>.

3. The United States Army Corps of Engineers if the boating-restricted area is to be established on navigable waters of the United States as defined in 33 C.F.R. §329.4 (2009), which is adopted by reference and is available at <http://www.gpoaccess.gov/cfr/index.html>.

(g) Identification of the provision under section 327.46(1)(c)1. through 3., F.S. on which the county or municipality is seeking to establish the proposed boating restricted area.

(h) A summary of the facts and circumstances the applicant contends justifies the establishment of the restriction on speed or operation and a list of the evidence in support of that contention the applicant desires for the agency to review.

(i) An appendix containing all evidence listed in paragraph (h) above.

(4) Complete applications may be submitted by mail to the Fish and Wildlife Conservation Commission, Boating and Waterways Section, 620 South Meridian Street, Tallahassee, FL 32399-1600, or by email as a Portable Document Format (.pdf) file to waterway.management@myfwc.com.

Rulemaking Authority 327.04, 327.46 FS. Law Implemented 327.46 FS. History—New 10-6-10, Amended 11-10-21, 9-10-24.

68D-21.002 Procedures for Reviewing Applications.

(1) The Boating and Waterways Section shall notice the applicant within 30 days as to whether the application is complete or what information is needed to complete the application.

(2) The Boating and Waterways Section will review and act upon a complete application within 90 days of receipt as follows:

(a) The Boating and Waterways Section will determine whether each boating-restricted area created in the ordinance is authorized under Section 327.46(1)(c), F.S. As provided in subsection 68D-21.001(1), F.A.C., approval is not required for ordinances unless a boating-restricted area set forth therein is authorized under Section 327.46(1)(b), F.S. Where the ordinance includes boating restricted areas under both 327.46(1)(b) and (c) F.S., the Commission will only review those that are being created pursuant to subsection (c).

(b) The Boating and Waterways Section will determine whether the required consultation and coordination set forth in Rule 68D-21.001(3)(f) above has taken place.

(c) The Boating and Waterways Section will review the application and appendix submitted to determine whether competent, substantial evidence exists pursuant to the criteria set forth in Rule 68D-21.004, F.A.C.

(d) No ordinance establishing a boating restricted area will be approved for the purpose of noise abatement or for the protection of shoreline, shore-based structures, or upland property from vessel wake or shoreline wash. As provided in Section 327.33(2), F.S., “vessel wake and shoreline wash resulting from the reasonable and prudent operation of a vessel shall, absent negligence, not constitute damage or endangerment to property.” The wake resulting from the reasonable and prudent operation of a vessel is a force which should be anticipated by the owners of property adjacent to the navigable waters of this state.

(3) The Boating and Waterways Section will issue a determination approving or denying the application. The Boating and Waterways Section will provide notice as provided in Rule 68D-21.003, F.A.C.

Rulemaking Authority 327.04, 327.46 FS. Law Implemented 327.46 FS. History—New 10-6-10, Amended 9-10-24.

68D-21.003 Procedures for Providing for Public Notice and Requesting Administrative Hearing.

(1) Public Notice. The Boating and Waterways Section will provide notice of denial or approval of applications: on the Boating and Waterways Section’s web page at <http://www.myfwc.com/boating>. In addition, notice will be sent to all parties listed in the “Boating and Waterways Section’s Public Distribution List – Rules, Regulations, and Waterway Management Notifications.” Any member of the public may join the distribution list by submitting a request to waterway.management@myfwc.com.

(2) Anyone who wishes to challenge the Commission’s determination may do so by filing a petition for administrative hearing pursuant to chapter 120, Florida Statutes. Petitions must be received by the Commission within 21 days of posting of the determination approving or denying the application to the Boating and Waterways Section, 620 South Meridian Street, Tallahassee, Florida 32399-1600, or by email to waterwaymanagement@mfwc.com.

Rulemaking Authority 327.04, 327.46 FS. Law Implemented 327.46 FS. History—New 10-6-10, Amended 9-10-24.

68D-21.004 Criteria for Approval of Ordinances.

(1) Any ordinance submitted pursuant to Section 327.46(1)(c), F.S., and in compliance with Chapter 68D-21, F.A.C., is subject to review and approval by the Commission.

(2) An ordinance establishing either an “idle speed, no wake” or a “slow speed, minimum wake” boating restricted area will be approved for areas not more than 300 feet from a confluence (intersection) of water bodies presenting a blind corner, a bend in a narrow channel or fairway, or such other area if an intervening obstruction to visibility may obscure other vessels or other users of the waterway.

(a) A blind corner is presented where an intervening obstruction to visibility prevents the operator of a vessel on one of the water bodies from seeing a vessel on the other water body at a distance of 300 feet or less from the confluence.

(b) A bend or other intervening obstruction to visibility in a narrow channel, fairway, or other similar water body within the meaning of Inland Navigation Rule 9 (33 U.S.C. §2009) as adopted by Section 327.33, F.S., is presented where a decision sight distance of less than 300 feet exists and prevents the operator of a vessel from seeing other vessels or other users of the waterway.

(3) An ordinance establishing an “idle speed, no wake” or “slow speed, minimum wake” boating restricted area will be approved to close the gap with a “slow speed, minimum wake” zone where there are two or more existing or newly created boating restricted areas that are separated by 500’ or less, such that acceleration of vessels between the areas is unsafe or presents risk of collision.

(4) An ordinance establishing a “slow speed, minimum wake” boating-restricted area or numerical speed limit boating-restricted area if the area is:

(a) Subject to hazardous water levels or currents if:

1. The boating-restricted area established in the ordinance is active and enforceable only when the water levels are at or above flood stage on a river gauge operated or reported by the National Weather Service’s River Forecast Center (<http://www.srh.noaa.gov/serfc/>) or at the equivalent level on a river gauge operated or reported by the United States Geological Survey’s National Water Information System (<http://waterdata.usgs.gov/fl/nwis/rt>) and the specific gauge and flood stage water level is specified in the ordinance.

2. A navigation chart published by the National Oceanic and Atmospheric Administration’s National Ocean Service identifies the area as being subject to hazardous tides or currents.

3. Creditable data demonstrate that the area is subject to water levels or currents that endanger vessels operating in the area or the occupants of such vessels.

(b) Containing a documented navigational hazard of a nature that vessel operation in its vicinity at speed in excess of slow speed, minimum wake endangers the vessel or its occupants. Navigational hazards are presumed to exist within the marked boundaries of mooring fields as permitted by Section 327.40, F.S.

(c) Subject to unsafe levels of vessel traffic congestion, seasonally or year-round, such that:

1. The traffic density including concentration of fishing vessels or any other vessels would require that vessels slacken speed under Inland Navigation Rule 6(a)(ii) (33 U.S.C. §2006) as adopted by Section 327.33, F.S., or

2. It presents a significant risk of collision or a significant threat to boating safety.

3. Unsafe levels of vessel traffic congestion, a significant risk of collision, or a significant threat to boating safety may be demonstrated by:

a. Accident reports – The following reports of boating accidents are acceptable if prepared contemporaneously with the boating accident being reported and if such reports reflect law enforcement’s determination that vessel traffic congestion or the speed, wake, or operation of a vessel involved in the accident was a primary contributing factor in the accident:

(I) Florida Boating Accident Investigation Report, form FWCDLE 146, (05/2024), available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-16821> and incorporated by reference herein; Florida Boating Accident Self Report, form FWCDLE 146C (05/2024), available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-16904> and incorporated by reference herein; or any United States Coast Guard forms related to recreational boating accident or marine casualty, injury or death.

(II) A law enforcement agency’s official offense or incident report prepared and signed by an officer authorized under Section 327.70, F.S., to enforce the provisions of Chapters 327 and 328, F.S.

(III) Medical records, including EMS and medical examiner reports, if they document death or injuries as a result of a boating accident and specify the nature and location of the boating accident;

b. Uniform boating citations issued on citation forms supplied by the Commission as provided in Section 327.74, F.S., or written warnings if the violation alleged in the citation or warning is related to the cited vessel’s speed, wake, or operation. Citations and written warnings unrelated to vessel speed, wake, or operation will not be considered, nor will verbal warnings. In no event will citations or written warnings issued for violations of Chapter 328, or Sections 327.50, 327.53, 327.54, 327.65, 327.66, F.S., be considered.

c. A vessel traffic study demonstrating that vessel traffic congestion or the speed, wake, or operation of vessels in the area create unsafe levels of vessel traffic congestion, a significant risk of collision, or a significant threat to boating safety. The conclusions of the study, as determined by the Boating and Waterways Section, must be based upon sufficient facts or data, be the product of

reliable principles and methods, and apply the principles and methods reliably to the facts or data considered. In assessing the creditability of a vessel traffic study, the following factors (as applicable) shall be among those considered:

(I) Whether the study's methodology can be or has been tested (i.e., whether the study's methodology can be challenged in some objective sense, or whether it is instead simply a subjective, conclusory approach that cannot reasonably be assessed for reliability),

(II) Whether the study's methodology has been subject to peer review and publication,

(III) The known or potential rate of error of the study's methodology,

(IV) The existence and maintenance of standards and controls; and,

(V) Whether the methodology has been generally accepted in the scientific community.

Vessel traffic studies must identify the number of vessels transiting the proposed boating restricted area each hour for no less than six hours out of each twenty-four-hour period documented and provided to the Commission. When this minimum threshold is met, the area will be evaluated taking all other relevant factors into consideration, including width of the waterway, vessel types using the waterway, navigational hazards, and other conditions specific to the proposed boating restricted area.

d. Other creditable data. For the purposes of this subparagraph, "other creditable data" means facts or data that are of a type reasonably relied upon by experts in the fields of boating safety, maritime safety, navigation safety, ports and waterways safety assessments, or vessel traffic management, as contemplated in Section 90.704, F.S.

4. When relying upon vessel traffic studies for reviews under this rule, video surveillance made during a vessel traffic study may be submitted with a corresponding log documenting number of vessels, vessel types, examples of careless or reckless operation of vessels, navigation rule violations, actions taken to avoid collisions, unsafe vessel speeds, near misses of navigational hazards by vessels, or any other specific criteria the applicant wants considered, along with relevant video time stamps for each item. Without such a corresponding log documenting the specific identified issues, video surveillance will not be considered. Video surveillance which has been altered or edited will not be considered.

(d) An area that could have been established as an idle speed, no wake boating-restricted area under Section 327.46(1)(b)1., F.S., provided the applicant demonstrates by competent substantial evidence how the specific regulation will adequately solve public safety concerns in the area.

(5) An ordinance establishing a vessel exclusion zone (an area from which all vessels or certain classes of vessels are excluded) will be approved if the area is reserved exclusively:

(a) As a canoe trail or otherwise limits vessel propulsion if the applicant demonstrates by competent substantial evidence how the restriction is necessary to protect public safety pursuant to Section 327.46, F.S. if imposition of the restriction will not unreasonably or unnecessarily endanger navigation or interfere with the use of a navigation channel that is lawfully marked with lateral aids to navigation.

(b) For a particular specified activity (e.g.: sailing instruction, marine research, water skiing, personal watercraft use, sailboard use, etc.) if the applicant demonstrates by competent substantial evidence how certain classes of vessels (including all vessels if appropriate under the prevailing circumstances) endanger or are likely to endanger those participating in the specified activity and that exclusion of the specified vessels is necessary to adequately protect the safety of those participating in the specified activity.

Rulemaking Authority 327.04, 327.302, 327.46 FS. Law Implemented 327.302, 327.46 FS. History--New 10-6-10, Amended 6-24-21, 9-10-24.

68D-21.005 Seasonal or Year-Round Boating Restricted Areas.

(1) The Commission will approve an ordinance creating a year-round boating restricted area when the documentation provided reflects competent substantial evidence that such a restriction is necessary to protect public safety throughout the entire year. When vessel traffic studies alone are relied upon to apply for a year-round boating restricted area, the studies must document the area for a minimum of four consecutive, non-holiday (those days not identified as "holidays" in Rule 68D-23.103, F.A.C.) days, for each season (spring, summer, fall, and winter).

(2) The Commission will approve an ordinance creating a seasonal boating restricted area when the documentation provided reflects competent substantial evidence that such a restriction is necessary to protect public safety throughout the requested season. When vessel traffic studies alone are relied upon to apply for a seasonal boating restricted area, the studies must document the area for a minimum of four consecutive, non-holiday days (those days not identified as "holidays" in Rule 68D-23.103, F.A.C.), for each season sought to be regulated. For purposes of this chapter, a seasonal boating restricted area shall mean a boating restricted area in force and effect for any time period less than a complete calendar year.

Rulemaking Authority 327.04, 327.46 FS. Law Implemented 327.46 FS. History—New 9-10-24.



Local Ordinances Review Checklist

68D-21, Florida Administrative Code

Consult 327.46(1)(c), F.S.

Checklist should be used in conjunction with 68D-21.001 FAC

Directions:

The Local Ordinance Review Checklist is a guide provided by the FWC Waterway Management Unit to aid applicants in the review of drafted local ordinances.

Please complete the form and attach the necessary documents as specified in each section. As the form is fillable, it is encouraged that the applicant utilizes the text boxes to submit the Identifying Statement (section II), and the Facts/Circumstances Summary (section V). The Ordinance (section II), the Scale Drawings (section III), and the Proof of Published Ordinance (section VI) should be submitted along with this checklist.

If you have any questions, or need any clarification, please do not hesitate to contact the FWC Waterway Management Unit via phone, (850) 488-5600, or email, Waterway.Management@MyFWC.com.

TABLE OF CONTENTS		*Attached
I.	Contact Information	
II.	Ordinance/Identifying Statement	A
III.	Scale drawings	A
IV.	USCG and USCOE Consultation/Coordination	A
V.	Proof of Published Ordinance	A
VI.	Facts/Circumstances Summary	

**To be completed by FWC Staff*

Completed by FWC Staff

<i>Date Received:</i>	
<i>FWC Reviewer:</i>	
<i>Reviewer Phone:</i>	<i>Reviewer Email:</i>

Completed by Applicant

<i>Applicant Name:</i>	
<i>Phone:</i>	<i>Email:</i>
<i>Name of Waterway:</i>	
<i>City:</i>	<i>County:</i>



**Local Ordinances Review Checklist
68D-21, Florida Administrative Code
Consult 327.46(1)(c), F.S.**

Checklist should be used in conjunction with 68D-21.001 FAC

I. Contact Information

The name municipality and/or county:

Primary contact person

Name:

Organization:

Mailing address:

Telephone number:

Facsimile number:

Email address:

Applicant's attorney or qualified representative

Name:

Organization:

Mailing address:

Telephone number:

Facsimile number:

Email address:



Local Ordinances Review Checklist

68D-21, Florida Administrative Code

Consult 327.46(1)(c), F.S.

Checklist should be used in conjunction with 68D-21.001 FAC

II. Ordinance/Identifying Statement

- Certified copy or draft of the ordinance. **(Attached)**

Ordinance No.:

Adoption Date:

Statement identifying the provision within Section 327.46(1)(c), F.S., authorizing regulation of vessel speed or operation by the ordinance:

FWC Comments:



Local Ordinances Review Checklist

68D-21, Florida Administrative Code

Consult 327.46(1)(c), F.S.

Checklist should be used in conjunction with 68D-21.001 FAC

III. Scale drawings

■ No larger than 8 1/2 inches by 11 inches, reproducible in black and white on standard office photocopying equipment which clearly show all the following, where applicable. **(Attached)**

- The jurisdictional boundaries of the municipality or county enacting the ordinance, and, for county ordinances, the jurisdictional boundaries of any municipality in which a boating-restricted area is located.
- The exact boundaries of each boating-restricted area established by the ordinance and the restrictions on vessel operation imposed within each boating-restricted area.
- Any other known boating-restricted area (federal, state, county, other municipality, etc.) located within 2,500 feet of any boating-restricted area established by the ordinance.
- The location of any of the following within a proposed boating-restricted area or used as a basis for establishing a boating restricted area, identified with a label or legend as to whether or not it is available for use by the general public:
 - Any boat ramp, hoist, marine railway, or other launching or landing facility
 - Any fuel pump or dispenser at any marine fueling facility or licensed terminal facility
 - Any lock structure
 - Any designated public bathing beach or swim area
- The location of any of the following within a proposed boating-restricted area or used as a basis for establishing boating restricted area:
 - Any bridge, including any bridge fender system, if present
 - Any dam, spillway, or flood control structure
 - Any confluence of water bodies presenting a blind corner
 - Any bend or other intervening obstruction to visibility
 - Any specific hazards to navigation (with a label or legend describing the hazard)
- Shoreline-to-shoreline width of the body of water and if the water body is a lake or pond, total surface area in acres.
- If relied upon as a basis for establishing the boating-restricted area, location and description:
 - Any specific area subject to unsafe levels of vessel traffic congestion
 - Any specific area subject to hazardous water levels or currents
 - Any reported boating accident
 - Any issuance of a Uniform Boating Citation

FWC Comments:



Local Ordinances Review Checklist

68D-21, Florida Administrative Code

Consult 327.46(1)(c), F.S.

Checklist should be used in conjunction with 68D-21.001 FAC

IV. USCG and USCOE Consultation/Coordination

- (Attached)** Documentation that the ordinance was developed, prior to presenting language for adoption, in consultation and coordination with:
 - The governing body of every other county or municipality sharing jurisdiction over the area in which the boating-restricted area is located.
 - The United States Coast Guard (USCG) if the boating-restricted area is to be established on navigable waters of the United States as defined in 33 C.F.R. § 2.36(a) (2009), which is adopted by reference and is available at <http://www.gpo.gov/>.
 - The United States Army Corps of Engineers (USCOE) if the boating-restricted area is to be established on navigable waters of the United States as defined in 33 C.F.R. § 329.4 (2009), which is adopted by reference and is available at <http://www.gpo.gov/>.

V. Proof of Published Ordinance

- Proof that the applicant has at its own cost published once a week for 2 consecutive weeks, prior notice of the public hearing on the ordinance in a newspaper of general circulation in the area(s) affected by the ordinance. **(Attached)**

FWC Comments:



Local Ordinances Review Checklist

68D-21, Florida Administrative Code

Consult 327.46(1)(c), F.S.

Checklist should be used in conjunction with 68D-21.001 FAC

VI. Facts/Circumstances Summary

A summary of the facts and circumstances the applicant contends justifies the establishment of the restriction on speed or operation and a list of the evidence in support of that contention the applicant desires for the agency to review.

An appendix containing all evidence, listed below:

NOTE: Not to be included in appendix:

Copies of Boating Accident Reports or Boating Accident Investigation Reports, if those reports are identified by law enforcement agency case number and provided in a list. If the Boating and Waterways Section does not have a copy on file of one or more such reports, it will request that the applicant supplement the application appendix with copies of those reports.

Copies of Florida Uniform Boating Citations if identified by citation number in a list. If one or more citations are not already entered into the ArrestNet Database maintained by the Field Services Section, the Boating and Waterways Section will request the applicant to supplement the application appendix with copies of those citations.

FWC Comments:

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 18, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.J.

TO: City Council

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

FROM: Robert Tomasek, City Engineer

DATE: 8/13/2025

SUBJECT: Bridge Design

I. BACKGROUND: As previously discussed with the City Council on June 2, 2025, Bradley Touchstone, a specialist in complex bridge design with over 32 years of experience, has volunteered to contribute to the aesthetic design of the US 98 Marler Bridge. Minutes from the June 2nd meeting included the following information on this item:

Mayor Wagner updated the council on the ongoing PD&E study for the Marler (Harbor) Bridge at the state level. A longtime local resident with 32 years of bridge architecture experience has volunteered to help ensure the bridge becomes a distinctive “gateway” landmark rather than a standard utility bridge. The mayor proposed forming a bridge aesthetics/design committee to guide design, functionality, and public input, creating a design manual that reflects Destin’s heritage as a world-class fishing village. He emphasized starting early so the community’s vision is incorporated into FDOT’s process, with the goal of a landmark structure that could stand for over a century. While initially suggesting a new committee, he acknowledged a preference for fewer committees and framed the effort as an objective for future council consideration. Councilmember Trammell suggested assigning the design review role to the existing Harbor CRA Advisory Committee instead of creating a new body, noting that a similar bridge improvement effort was discussed with the CRA about 20 years ago. She recalled prior coordination with FDOT on bridge lighting, which FDOT declined at the time.

This agenda item explains staff's request to assign tasks to a Board or a Committee related to the future bridge replacement of the Marler Bridge on US 98 over the East Pass. The CRA Advisory Committee was mentioned as an option during the June 2nd Council meeting; however, staff identified that the Harbor & Waterways Board could be an option as well.

II. DISCUSSION: Staff are seeking Council approval to assign the discussion of the upcoming Marler Bridge replacement on US 98 over the East Pass to either the Harbor and Waterways Board or the CRA Advisory Committee. This assignment should include, but not be limited to, the following tasks:

- 1) Any aesthetic aspects that the board wants to request from FDOT during design.
- 2) Identify funding sources that may be applicable to pay for any aesthetic aspects.
- 3) Identifying a bridge clearance height request under the bridge for barges, ships, and boats.
- 4) Obtaining support for all these aspects from various sources including boat clubs, yacht clubs, town/cities around the bay.
- 5) Formally sending the request to FDOT and their consultants working the feasibility and environmental study.

A. Link to Strategic Goals / Objectives: IV. Effective, efficient and aesthetically pleasing infrastructure

V. Improve mobility and connectivity

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: Staff are asking the Council to task the Harbor Waterways Board or the Harbor CRA Advisory Committee to lead this project, should there be any interest.

IV. RECOMMENDED MOTION: To assign the tasks above to the Harbor and Waterways Board.

ALTERNATE MOTION:

To assign the tasks above to the CRA Advisory Committee.

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 18, 2025
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.K.

TO: City Council
THRU: Larry Jones , City Manager
FROM: Krystal Strickland, Finance Director
DATE: August 11, 2025
SUBJECT: Operations Financial Report - **Informational Only**

I. BACKGROUND: This item is informational only.

II. DISCUSSION: Year-to-date budget versus actuals shall be provided to Council within forty-five days of the month end. Governmental funds are accounted for on a modified accrual basis, which excludes long-term assets and liabilities.

The operational report for the last month of the fiscal year (September) is held open for 45 days to allow all contractors and subcontractors to submit their final bills for work completed through September 30th as required to meet GASB standards of modified accrual accounting. The final accounting is completed within 60 days of the fiscal year end, resulting in delayed reporting.

Highlights of the period ending 06/30/2025:

At the end of JUNE, we were 75% of the way through Fiscal Year 2025, which is October 1 - September 30, 2025.

More than 99% of taxes have been received. The majority of property taxes arrived in January/February. Other taxes such as Communication Sales Tax and the two Gas Taxes are received in equal monthly installments from the State of Florida.

We have expended and encumbered 64% of the Operating Budget.

We have expended and encumbered 57% (\$24m/\$42m) of the Capital Budget.

The net change in total fund balance is a year-to-date increase of \$29 million, directly attributed to the loan proceeds received in November 2024 and the bulk of revenues arriving in January/February.

Details for all funds are on file with the Finance Department, and are available upon request.

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

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION: Not applicable. Item is informational only.

Attachments:

1. 2025 0630 YTD
Budget vs Actuals

Oct to June 2025

FUND	FY 2025	FY 2025	Encumbrances	FY 2025	FY 2025
	Budget	YTD Actuals		Available	Projection
10 Taxes	17,455,390	17,234,597		220,793	17,877,766
11 Intergovernmental Revenue	16,873,438	4,459,185		12,414,253	5,732,832
12 Permits, Fees, & Special Assessments	5,586,775	3,902,982		1,683,793	4,738,674
13 Charges For Services	1,270,200	991,195		279,005	1,457,430
14 Judgements, Fines, & Forfeits	104,001	164,638		(60,637)	181,273
15 Miscellaneous Revenues	971,852	1,591,911		(620,059)	2,002,569
16 Other Sources	25,166,720	25,000,000		166,720	25,000,000
17 Transfers In	18,772,673	17,187,559		1,585,114	18,377,592
ALL FUNDS TOTAL CASH IN	\$ 86,201,050	\$ 70,532,068	\$ -	\$ 15,668,982	\$ 75,368,137
20 Personnel Services	7,569,783	4,611,952	-	2,957,831	6,261,075
21 Personnel Taxes & Benefits	2,981,248	1,701,579	-	1,279,669	2,310,422
22 Operating Expenses	10,762,425	6,009,478	1,390,160	3,362,787	8,293,420
23 Grants And Aids	16,900	11,839	-	5,061	19,852
24 Debt Service	5,552,247	1,892,838	89,092	3,570,317	5,526,134
25 Capital Outlay	41,989,197	9,414,215	14,330,924	18,244,058	24,093,015
26 Transfers Out	18,612,673	17,187,559	-	1,425,114	18,348,335
ALL FUNDS TOTAL CASH OUT	\$ 87,484,474	\$ 40,829,460	\$ 15,810,176	\$ 30,844,839	\$ 64,852,252
NET CHANGE	(1,283,424)	29,702,608			10,515,886
BEGINNING FUND BALANCE	44,723,931	44,723,931			44,723,931
ENDING FUND BALANCE	43,440,507	74,426,539			55,239,816

GENERAL FUND	FY 2025	FY 2025	Encumbrances	FY 2025	FY 2025
	Budget	YTD Actuals		Available	Projection
001 General Fund-10 Taxes	13,274,175	13,302,207		(28,032)	13,744,725
001 General Fund-11 Intergovernmental Revenue	3,674,591	2,635,560		1,039,031	2,916,942
001 General Fund-12 Permits, Fees, & Special As	3,632,800	2,413,284		1,219,516	2,827,833
001 General Fund-13 Charges For Services	485,800	470,032		15,768	752,242
001 General Fund-14 Judgements, Fines, & Forfe	103,801	137,995		(34,194)	140,195
001 General Fund-15 Miscellaneous Revenues	737,051	633,885		103,166	966,043
001 General Fund-16 Other Sources	166,720	-		166,720	-
001 General Fund-17 Transfers In	-	-		-	-
GENERAL FUND CASH IN	22,074,938	19,592,964	-	2,481,974	21,347,980
001 General Fund-20 Personnel Services	6,854,641	4,212,271	-	2,642,370	5,709,588
001 General Fund-21 Personnel Taxes & Benefits	2,688,580	1,537,353	-	1,151,227	2,088,346
001 General Fund-22 Operating Expenses	9,466,303	5,714,466	1,222,135	2,529,702	7,672,761
001 General Fund-23 Grants And Aids	16,900	11,839	-	5,061	19,852
001 General Fund-24 Debt Service	139,737	14,282	89,092	36,363	131,780
001 General Fund-25 Capital Outlay	2,772,420	163,271	1,376,918	1,232,231	1,552,789
001 General Fund-26 Transfers Out	86,824	97,370	96,668	(107,214)	4,777,428
GENERAL FUND CASH OUT	22,025,406	11,750,852	2,784,813	7,489,740	21,952,545
NET CHANGE	49,532	7,842,111			(604,565)
BEGINNING FUND BALANCE	33,907,284	33,907,284			33,907,284
ENDING FUND BALANCE	33,956,816	41,749,396			33,302,719

BUILDING CODE FUND	FY 2025	FY 2025	Encumbrances	FY 2025	FY 2025
	Budget	YTD Actuals		Available	Projection
101 Florida Building Code Fund-12 Permits, Fees	893,800	729,580	-	164,220	980,963
101 Florida Building Code Fund-13 Charges For S	27,400	18,165	-	9,235	26,990
101 Florida Building Code Fund-14 Judgements,	200	26,643	-	(26,443)	41,078
101 Florida Building Code Fund-15 Miscellaneou	1	2,640	-	(2,639)	3,040
101 Florida Building Code Fund-17 Transfers In	350,000	-	-	350,000	-
BUILDING CODE FUND CASH IN	1,271,401	777,028	-	494,373	1,052,071
101 Florida Building Code Fund-20 Personnel Ser	671,488	376,658	-	294,830	518,991
101 Florida Building Code Fund-21 Personnel Ta	277,038	156,983	-	120,055	212,289
101 Florida Building Code Fund-22 Operating Exp	177,904	115,443	869	61,592	116,733
101 Florida Building Code Fund-25 Capital Outlay	28,375	28,375	-	-	28,375
101 Florida Building Code Fund-26 Transfers Out	(80,000)	40,601	-	(120,601)	40,601
BUILDING CODE FUND CASH OUT	1,074,804	718,059	869	355,877	916,988
NET CHANGE	196,597	58,970			135,083
BEGINNING FUND BALANCE	202,698	202,698			202,698
ENDING FUND BALANCE	399,295	261,668			337,781

NPEB (HARBOR WATER QUALITY) FUND	FY 2025	FY 2025	Encumbrances	FY 2025	FY 2025
	Budget	YTD Actuals		Available	Projection
102 Npeb Water Quality Fund-12 Permits, Fees,	25,000	29,150	-	(4,150)	29,150
102 Npeb Water Quality Fund-15 Miscellaneous	1,050	6,950	-	(5,900)	7,350
102 Npeb Water Quality Fund-17 Transfers In	-	-	-	-	-
NPEB CASH IN	26,050	36,100	-	(10,050)	36,500
102 Npeb Water Quality Fund-22 Operating Exp	143,005	35,934	-	107,071	162,934
102 Npeb Water Quality Fund-25 Capital Outlay	-	-	-	-	-
102 Npeb Water Quality Fund-26 Transfers Out	-	-	-	-	-
NPEB CASH OUT	143,005	35,934	-	107,071	162,934
NET CHANGE	(116,955)	166			(126,434)
BEGINNING FUND BALANCE	251,314	251,314			251,314
ENDING FUND BALANCE	134,359	251,479			124,879

PARKING FUND	FY 2025	FY 2025	Encumbrances	FY 2025	FY 2025
	Budget	YTD Actuals		Available	Projection
103 Parking Fund-13 Charges For Services	757,000	502,998	-	254,002	678,198
103 Parking Fund-14 Judgements, Fines, & Forfe	-	-	-	-	-
103 Parking Fund-15 Miscellaneous Revenues	30,200	50,323	-	(20,123)	53,523
PARKING FUND CASH IN	787,200	553,320	-	233,880	731,720
103 Parking Fund-22 Operating Expenses	141,605	48,358	1,563	91,684	63,721
103 Parking Fund-25 Capital Outlay	-	-	-	-	-
103 Parking Fund-26 Transfers Out	-	-	-	-	-
PARKING FUND CASH OUT	141,605	48,358	1,563	91,684	63,721
NET CHANGE	645,595	504,962			667,999
BEGINNING FUND BALANCE	1,836,115	1,836,115			1,836,115
ENDING FUND BALANCE	2,481,710	2,341,077			2,504,114

	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
PERMITTING TECH FUND					
105 Permit & License Technology Fund-15 Misce	5,400	16,627	-	(11,227)	17,627
105 Permit & License Technology Fund-17 Trans	166,030	95,984	-	70,046	95,984
PERMITTING TECH FUND CASH IN	171,430	112,612	-	58,818	113,612
105 Permit & License Technology Fund-22 Oper:	140,820	11,628	114,848	14,344	134,876
105 Permit & License Technology Fund-25 Capit:	-	-	-	-	-
PERMITTING TECH FUND CASH OUT	140,820	11,628	114,848	14,344	134,876
NET CHANGE	30,610	100,984			(21,264)
BEGINNING FUND BALANCE	596,035	596,035			596,035
ENDING FUND BALANCE	626,645	697,019			574,771

	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
TOWN CENTER CRA FUND					
106 Cra Town Center Fund-10 Taxes	2,287,868	2,265,258	-	22,610	2,265,258
106 Cra Town Center Fund-15 Miscellaneous Re	50,000	70,070	-	(20,070)	75,570
TOWN CENTER CRA CASH IN	2,337,868	2,335,328	-	2,540	2,340,828
106 Cra Town Center Fund-20 Personnel Service	21,827	11,512	-	10,315	16,248
106 Cra Town Center Fund-21 Personnel Taxes &	7,815	3,628	-	4,187	4,900
106 Cra Town Center Fund-22 Operating Expens	119,474	49,532	29,795	40,147	86,927
106 Cra Town Center Fund-25 Capital Outlay	198,520	159,893	19,645	18,983	250,637
106 Cra Town Center Fund-26 Transfers Out	998,826	742,999	-	255,826	998,648
TOWN CENTER CRA CASH OUT	1,346,462	967,565	49,440	329,457	1,357,362
NET CHANGE	991,406	1,367,764			983,466
BEGINNING FUND BALANCE	210,970	210,970			210,970
ENDING FUND BALANCE	1,202,376	1,578,733			1,194,436

	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
HARBOR CRA FUND					
107 Cra Harbor District Fund-10 Taxes	1,115,144	1,115,144	-	-	1,115,144
107 Cra Harbor District Fund-15 Miscellaneous R	28,700	35,699	-	(6,999)	37,599
107 Cra Harbor District Fund-17 Transfers In	9,000,000	9,000,000	-	-	9,000,000
HARBOR CRA CASH IN	10,143,844	10,150,843	-	(6,999)	10,152,743
107 Cra Harbor District Fund-20 Personnel Servi	21,827	11,511	-	10,316	16,248
107 Cra Harbor District Fund-21 Personnel Taxes	7,815	3,615	-	4,200	4,887
107 Cra Harbor District Fund-22 Operating Exper	48,173	22,064	20,949	5,160	43,413
107 Cra Harbor District Fund-25 Capital Outlay	-	-	-	-	-
107 Cra Harbor District Fund-26 Transfers Out	1,493,557	1,117,179	-	376,378	1,490,947
HARBOR CRA CASH OUT	1,571,372	1,154,369	20,949	396,054	1,555,495
NET CHANGE	8,572,472	8,996,475			8,597,249
BEGINNING FUND BALANCE	(7,830,558)	(7,830,558)			(7,830,558)
ENDING FUND BALANCE	741,914	1,165,917			766,691

FDEP WATER QUALITY FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
108 Fdep Water Quality Fund-15 Miscellaneous	150	2,671	-	(2,521)	2,771
FDEP CASH IN	150	2,671	-	(2,521)	2,771
108 Fdep Water Quality Fund-22 Operating Expe	25,000	11,996	-	13,004	11,996
108 Fdep Water Quality Fund-25 Capital Outlay	-	-	-	-	-
FDEP CASH OUT	25,000	11,996	-	13,004	11,996
NET CHANGE	(24,850)	(9,325)			(9,225)
BEGINNING FUND BALANCE	100,852	100,852			100,852
ENDING FUND BALANCE	76,002	91,527			91,627

OKALOOSA HALF PENNY FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
109 Okaloosa Half-Penny Fund-11 Intergoverme	1,671,485	1,169,264	-	502,221	1,340,764
109 Okaloosa Half-Penny Fund-15 Miscellaneous	45,000	188,974	-	(143,974)	200,174
109 Okaloosa Half-Penny Fund-17 Transfers In	229,151	229,151	-	-	229,151
HALF PENNY FUND CASH IN	1,945,636	1,587,390	-	358,246	1,770,090
109 Okaloosa Half-Penny Fund-22 Operating Exp	5	1	-	4	1
109 Okaloosa Half-Penny Fund-25 Capital Outlay	4,121,792	1,570,524	1,094,182	1,457,086	2,694,552
109 Okaloosa Half-Penny Fund-26 Transfers Out	353,866	257,746	-	96,120	342,945
HALF PENNY FUND CASH OUT	4,475,663	1,828,271	1,094,182	1,553,210	3,037,498
NET CHANGE	(2,530,027)	(240,881)			(1,267,408)
BEGINNING FUND BALANCE	7,060,159	7,060,159			7,060,159
ENDING FUND BALANCE	4,530,132	6,819,277			5,792,751

2013 DEBT SERVICE FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
213 2013 Revenue Refunding Note Fund-15 Mis	200	3,914	-	(3,714)	5,214
213 2013 Revenue Refunding Note Fund-17 Trar	552,549	414,524	-	138,025	552,782
2013 DEBT SERVICE CASH IN	552,749	418,438	-	134,311	557,996
213 2013 Revenue Refunding Note Fund-22 Ope	5	2	-	3	2
213 2013 Revenue Refunding Note Fund-24 Deb	552,699	52,006	-	500,693	552,699
2013 DEBT SERVICE CASH OUT	552,704	52,007	-	500,697	552,700
NET CHANGE	45	366,430			5,296
BEGINNING FUND BALANCE	102,400	102,400			102,400
ENDING FUND BALANCE	102,445	468,830			107,695

2014 DEBT SERVICE FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
214 2014 Revenue Refunding Note Fund-15 Misi	200	4,449	-	(4,249)	4,449
214 2014 Revenue Refunding Note Fund-17 Trar	732,159	549,060	-	183,099	732,067
2014 DEBT SERVICE CASH IN	732,359	553,509	-	178,850	736,516
214 2014 Revenue Refunding Note Fund-22 Ope	5	2	-	3	2
214 2014 Revenue Refunding Note Fund-24 Deb	732,080	732,167	-	(87)	732,167
2014 DEBT SERVICE CASH OUT	732,085	732,168	-	(83)	732,168
NET CHANGE	274	(178,659)			4,347
BEGINNING FUND BALANCE	258,085	258,085			258,085
ENDING FUND BALANCE	258,359	79,426			262,432

2021 DEBT SERVICE FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
221 2021 Revenue Refunding Note Fund-15 Misi	750	324	-	426	324
221 2021 Revenue Refunding Note Fund-16 Oth	-	-	-	-	-
221 2021 Revenue Refunding Note Fund-17 Trar	1,296,482	965,669	-	330,813	1,285,970
2021 DEBT SERVICE CASH IN	1,297,232	965,992	-	331,240	1,286,294
221 2021 Revenue Refunding Note Fund-22 Ope	100	6	-	94	6
221 2021 Revenue Refunding Note Fund-24 Deb	1,296,482	965,669	-	330,813	1,285,970
221 2021 Revenue Refunding Note Fund-26 Trar	-	-	-	-	-
2021 DEBT SERVICE CASH OUT	1,296,582	965,675	-	330,907	1,285,976
NET CHANGE	650	318			318
BEGINNING FUND BALANCE	2,168	2,168			2,168
ENDING FUND BALANCE	2,818	2,485			2,485

2023 DEBT SERVICE FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
223 2023 Tdc Advance Fund-11 Intergovernment	750,000	-	-	750,000	750,000
223 2023 Tdc Advance Fund-16 Other Sources	-	-	-	-	-
223 2023 Tdc Advance Fund-17 Transfers In	-	-	-	-	-
2023 DEBT SERVICE CASH IN	750,000	-	-	750,000	750,000
223 2023 Tdc Advance Fund-24 Debt Service	750,000	-	-	750,000	750,000
223 2023 Tdc Advance Fund-25 Capital Outlay	-	-	-	-	-
223 2023 Tdc Advance Fund-26 Transfers Out	-	-	-	-	-
2023 DEBT SERVICE CASH OUT	750,000	-	-	750,000	750,000
NET CHANGE	-	-			-
BEGINNING FUND BALANCE	-	-			-
ENDING FUND BALANCE	-	-			-

2024 DEBT SERVICE FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
224 2024 Capital Project Note Fund-15 Miscellar	50	4,295	-	(4,245)	4,295
224 2024 Capital Project Note Fund-16 Other So	-	-	-	-	-
224 2024 Capital Project Note Fund-17 Transfers	2,081,249	1,568,116	-	513,132	2,116,584
2024 DEBT SERVICE CASH IN	2,081,299	1,572,411	-	508,887	2,120,878
224 2024 Capital Project Note Fund-22 Operatin	-	6	-	(6)	6
224 2024 Capital Project Note Fund-24 Debt Ser	2,081,249	128,715	-	1,952,534	2,073,519
224 2024 Capital Project Note Fund-26 Transfers	-	-	-	-	-
2024 DEBT SERVICE CASH OUT	2,081,249	128,720	-	1,952,528	2,073,524
NET CHANGE	50	1,443,691			47,354
BEGINNING FUND BALANCE	-	-			-
ENDING FUND BALANCE	50	1,443,691			47,354

301 RENEWAL & REPLACEMENT FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
301 Renewal & Replacement Fund-10 Taxes	536,474	386,487	-	149,987	528,625
301 Renewal & Replacement Fund-15 Miscellane	16,150	83,956	-	(67,806)	91,456
301 Renewal & Replacement Fund-17 Transfers	3,600,000	3,600,000	-	-	3,600,000
RENEW/REPLACE CASH IN	4,152,624	4,070,444	-	82,180	4,220,081
301 Renewal & Replacement Fund-22 Operating	10	1	-	9	1
301 Renewal & Replacement Fund-25 Capital Ou	5,405,705	1,935,853	1,905,497	1,564,355	3,977,695
301 Renewal & Replacement Fund-26 Transfers	-	-	-	-	-
RENEW/REPLACE CASH OUT	5,405,715	1,935,854	1,905,497	1,564,364	3,977,696
NET CHANGE	(1,253,091)	2,134,590			242,386
BEGINNING FUND BALANCE	2,449,191	2,449,191			2,449,191
ENDING FUND BALANCE	1,196,100	4,583,781			2,691,576

305 CAPITAL GRANT FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
305 Capital Grant Fund-11 Intergovernmental Rev	10,777,362	654,361	70,765	10,052,236	725,126
305 Capital Grant Fund-15 Miscellaneous Reven	200	208	-	(8)	208
305 Capital Grant Fund-16 Other Sources	-	-	-	-	-
305 Capital Grant Fund-17 Transfers In	-	-	-	-	-
CAPITAL GRANTS CASH IN	10,777,562	654,569	70,765	10,052,228	725,334
305 Capital Grant Fund-22 Operating Expenses	500,000	-	-	500,000	-
305 Capital Grant Fund-24 Debt Service	-	-	-	-	-
305 Capital Grant Fund-25 Capital Outlay	10,296,678	656,921	1,152,610	8,487,147	1,837,516
305 Capital Grant Fund-26 Transfers Out	-	-	-	-	-
CAPITAL GRANTS CASH OUT	10,796,678	656,921	1,152,610	8,987,147	1,837,516
NET CHANGE	(19,116)	(2,352)			(1,112,182)
BEGINNING FUND BALANCE	25,225	25,225			25,225
ENDING FUND BALANCE	6,110	22,873			(1,086,957)

306 GAS TAX#2 FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
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306 Gas Tax#2 Fund-10 Taxes	241,729	165,501	-	76,228	224,014
306 Gas Tax#2 Fund-15 Miscellaneous Revenues	5,100	25,900	-	(20,800)	27,200
306 Gas Tax#2 Fund-17 Transfers In	-	-	-	-	-
GAS TAX#2 CASH IN	246,829	191,400	-	55,429	251,214
306 Gas Tax#2 Fund-22 Operating Expenses	5	1	-	4	1
306 Gas Tax#2 Fund-25 Capital Outlay	717,351	17,104	246	700,000	17,351
306 Gas Tax#2 Fund-26 Transfers Out	260,000	189,091	-	70,909	259,927
GAS TAX#2 CASH OUT	977,356	206,196	246	770,913	277,279
NET CHANGE	(730,527)	(14,796)			(26,065)
BEGINNING FUND BALANCE	931,545	931,545			931,545
ENDING FUND BALANCE	201,018	916,749			905,480

	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
307 UNDERGROUNDING ELECTRIC FRANCHISE F					
307 Electric Franchise For Undergrounding-12 Pe	934,575	617,024	-	317,551	726,924
307 Electric Franchise For Undergrounding-15 M	25,000	66,095	-	(41,095)	70,595
307 Electric Franchise For Undergrounding-17 Tr	765,054	765,054	-	-	765,054
UNDERGROUNDING ELECTRIC FRANCHISE CASH	1,724,629	1,448,173	-	276,456	1,562,573
307 Electric Franchise For Undergrounding-22 O	5	1	-	4	1
307 Electric Franchise For Undergrounding-25 C:	965,500	97,500	868,000	-	965,500
307 Electric Franchise For Undergrounding-26 Tr	361,276	274,246	-	87,030	361,256
UNDERGROUNDING ELECTRIC FRANCHISE CASH	1,326,781	371,747	868,000	87,034	1,326,757
NET CHANGE	397,847	1,076,426			235,816
BEGINNING FUND BALANCE	2,007,713	2,007,713			2,007,713
ENDING FUND BALANCE	2,405,560	3,084,139			2,243,529

	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
310 POLICE IMPACT FEES FUND					
310 Police Impact Fee Fund-12 Permits, Fees, &	600	1,238	-	(638)	1,908
310 Police Impact Fee Fund-15 Miscellaneous Re	25	364	-	(339)	364
310 Police Impact Fee Fund-17 Transfers In	-	-	-	-	-
POLICE IMPACT FEES CASH IN	625	1,602	-	(977)	2,273
310 Police Impact Fee Fund-22 Operating Expen:	1	11	-	(10)	11
310 Police Impact Fee Fund-25 Capital Outlay	-	-	-	-	-
POLICE IMPACT FEES CASH OUT	1	11	-	(10)	11
NET CHANGE	624	1,592			2,262
BEGINNING FUND BALANCE	16,549	16,549			16,549
ENDING FUND BALANCE	17,173	18,140			18,810

	FY 2025	FY 2025		FY 2025	FY 2025
311 TRANSPORTATION IMPACT FEES FUND	Budget	YTD Actuals	Encumbrances	Available Budget	Projection
311 Transportation Impact Fee Fund-12 Permits,	75,000	80,432	-	(5,432)	133,617
311 Transportation Impact Fee Fund-15 Miscella	20,125	49,947	-	(29,822)	52,847
311 Transportation Impact Fee Fund-17 Transfer	-	-	-	-	-
TRANSPORTATION IMPACT FEES CASH IN	95,125	130,379	-	(35,254)	186,464
311 Transportation Impact Fee Fund-22 Operati	5	1	-	4	1
311 Transportation Impact Fee Fund-25 Capital (1,634,068	10,835	2,232	1,621,000	13,068
311 Transportation Impact Fee Fund-26 Transfer	-	-	-	-	-
TRANSPORTATION IMPACT FEES CASH OUT	1,634,073	10,836	2,232	1,621,004	13,069
NET CHANGE	(1,538,948)	119,543			173,396
BEGINNING FUND BALANCE	1,805,488	1,805,488			1,805,488
ENDING FUND BALANCE	266,540	1,925,031			1,978,884

	FY 2025	FY 2025		FY 2025	FY 2025
312 LIBRARY IMPACT FEES FUND	Budget	YTD Actuals	Encumbrances	Available Budget	Projection
312 Library Impact Fee Fund-12 Permits, Fees, &	5,000	8,080	-	(3,080)	8,457
312 Library Impact Fee Fund-15 Miscellaneous R	1,000	8,042	-	(7,042)	8,442
312 Library Impact Fee Fund-17 Transfers In	-	-	-	-	-
LIBRARY IMPACT FEES CASH IN	6,000	16,122	-	(10,122)	16,899
312 Library Impact Fee Fund-22 Operating Exper	-	1	-	(1)	1
312 Library Impact Fee Fund-25 Capital Outlay	301,050	19,543	-	281,508	19,543
LIBRARY IMPACT FEES CASH OUT	301,050	19,543	-	281,507	19,543
NET CHANGE	(295,050)	(3,421)			(2,644)
BEGINNING FUND BALANCE	276,594	276,594			276,594
ENDING FUND BALANCE	(18,456)	273,173			273,950

	FY 2025	FY 2025		FY 2025	FY 2025
313 PARK IMPACT FEES FUND	Budget	YTD Actuals	Encumbrances	Available Budget	Projection
313 Park Impact Fee Fund-12 Permits, Fees, & S	20,000	24,194	-	(4,194)	29,822
313 Park Impact Fee Fund-15 Miscellaneous Rev	5,500	13,711	-	(8,211)	14,511
313 Park Impact Fee Fund-17 Transfers In	-	-	-	-	-
PARK IMPACT FEES CASH IN	25,500	37,905	-	(12,405)	44,333
313 Park Impact Fee Fund-22 Operating Expense	-	1	-	(1)	1
313 Park Impact Fee Fund-25 Capital Outlay	566,503	99,285	250,000	217,217	349,285
PARK IMPACT FEES CASH OUT	566,503	99,286	250,000	217,217	349,286
NET CHANGE	(541,003)	(61,382)			(304,954)
BEGINNING FUND BALANCE	514,107	514,107			514,107
ENDING FUND BALANCE	(26,895)	452,726			209,154

	FY 2025	FY 2025		FY 2025	FY 2025
	Budget	YTD Actuals	Encumbrances	Available Budget	Projection
324 2024 CONSTRUCTION LOAN FUND					
324 2024 Bond Capital Project Fund-15 Miscellari	-	322,866	-	(322,866)	358,966
324 2024 Bond Capital Project Fund-16 Other So	25,000,000	25,000,000	-	-	25,000,000
324 2024 Bond Capital Project Fund-17 Transfer:	-	1	-	(1)	1
2024 CONSTRUCTION LOAN CASH IN	25,000,000	25,322,867	-	(322,867)	25,358,967
324 2024 Bond Capital Project Fund-22 Operatin	-	26	-	(26)	26
324 2024 Bond Capital Project Fund-25 Capital C	14,981,237	4,655,110	7,661,594	2,664,532	12,386,704
324 2024 Bond Capital Project Fund-26 Transfer:	10,081,530	10,076,582	-	4,948	10,076,582
TRANSPORTATION IMPACT FEES CASH OUT	25,062,766	14,731,718	7,661,594	2,669,454	22,463,312
NET CHANGE	(62,766)	10,591,149			2,895,655
BEGINNING FUND BALANCE	-	-			-
ENDING FUND BALANCE	(62,766)	10,591,149			2,895,655
END	END	END	END	END	END

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 18, 2025
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.L.

TO: City Council

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

FROM: Krystal Strickland, Finance Director
Jeffrey Cozadd, Projects, Grants and Contracts Manager
Michael Burgess, Public Works Director
Lisa Firth, Parks & Rec Director

DATE: July12, 2025

SUBJECT: Capital Project Status - **Informational Only**

I. BACKGROUND: This item is informational only.

II. DISCUSSION: Please find attached a summary of the current capital improvement projects, showing status and Year-to-Date expenditures and encumbrances.

- A. Link to Strategic Goals / Objectives:** 1. Financially sound city providing service excellence
- B. Effect on Budget (EOB):**
- C. Level of Service (LOS):**
- D. Legislative Sponsor:**
- E. Business Impact Statement:**

III. CONCLUSION:

IV. RECOMMENDED MOTION: Not applicable. Informational only.

Attachments:

1. 2025 0211 Capital Status Report

CITY OF DESTIN CAPITAL IMPROVEMENT PLAN - Monthly Status Report

COUNCIL/ MGMT OBJECTIVE	October 1, 2024 to February 11, 2025		FY2025 Budget*	YTD Actuals	YTD Encumbrances	FY2025 Available Budget	Status	Notes
PRIORITY	Citizen/Council Directed							
1.8	ANNEX	Annexation of unincorporated enclaves	\$ 140,000	\$ -	\$ -	\$ 140,000	Not started	For surveys of citizens, then metes & bounds survey
4.19	CM001	Crystal Shores Beach Park Development	2,379,205	-	-	2,379,205	Paused	Pausing to confirm land available for park development.
4.19	CM002	Tarpon Beach Park Development	1,889,062	-	-	1,889,062	In Progress	Development Order approved. RFP issued by BOCC February 2025.
1.1	CENTR	City Center - Concept Design	95,558	25,133	70,426	-	Paused	Update to Council 12/16/2024. Writing final full report with recommended steps. Final report review with staff paused during staff turnover.
1.3	UNDER	Undergrounding	12,689,012	1,422,681	11,189,987	76,345	In Progress	Phase 1 Marler Bridge to Airport Rd construction underway.
1.6	EN615	Cross-Town Connector	10,126,860	16,902	13,516	10,096,441	Completing Permitting	Oct revised estimate \$11.8m. Confirmed \$10.1 million available. \$2 million grant via TRIP to become available Aug/Sept 2025. EIR is complete. Development Order will be presented to Council (aiming for March 2025).
5.2	DREDG	Dredge Harbor	535,001	-	-	535,001	In Progress	Contractor selected. BOCC interlocal agreement executed. Negotiating task order with engineering firm for dredging oversight as pertains to permits.
	Renewal & Replacement							
3.2	RR051	General Government	-	-	-	-		
3.2	RR052	Public Safety	-	-	-	-	In Progress	
3.2	RR053	Physical Environment (Stormwater, Cemetery)	20,495	-	20,495	-	In Progress	Rebuilt Heritage Run pump should be installed mid Feb 2025.
3.2	RR054	Roads, Sidewalks, Street Lighting	3,771,168	56,048	1,617,110	2,098,010	In Progress	Started Dec 2024: Sibert (cross-benning); First St (benning-beach); Mountain Dr (beach-benning); Carter Lane; and Benning Dr. Sidewalk repairs citywide underway.
3.2	RR056	Human Services (Food4Thought Bldg)	-	-	-	-	In Progress	
3.2	RR571	Library	32,039	-	7,039	25,000	In Progress	\$25k budgeted for new monument sign for the library. \$7k encumb to replace fire alarm.
3.2	RR572	Parks	718,637	-	560,637	158,000	In Progress	
3.2	RR573	Recreation Facilities	2,158,394	-	46,300	2,112,094	In Progress	MSC lighting contractor chosen, and contract going to Council mid Feb 2025. Community Center attaining input from local experts on how to address water intrusion (windows, doors, roof). DAG working on DO app to replace MSC grounds equip shed.

CITY OF DESTIN CAPITAL IMPROVEMENT PLAN - Monthly Status Report

COUNCIL/ MGMT OBJECTIVE		October 1, 2024 to February 11, 2025	FY2025 Budget*	YTD Actuals	YTD Encumbrances	FY2025 Available Budget	Status	Notes
3.2	RRV54	Vehicles for Public Works	-	-	-	-	In Progress	
3.2	RRV57	Vehicles for Parks & Recreation	-	-	-	-	In Progress	
3.2	RRVEH	Dumptruck	204,971	149,790	55,398	(216)	In Progress	Dumptruck delivered in January 2025! Waiting on John Deere ProGator & Sprayer ordered Feb 2023.
Growth Necessitated & Comp Plan								
1.5	CRH60	Pedestrian Pathway Under Marler Bridge	166,451	24,910	141,541	-	In Progress	Engineer will begin permit applications after finalizing design with FDOT input. FDOT is creating "permit process" for this pathway/boardwalk".
1.4	EN617	Bridge to Airport (incl Stahlman/US98)	1	-	-	1		Baskerville-Donovan will provide some options to Council addressing Stahlman/US98 pedestrian safety at February or March 2025 council meeting.
5.3	LB002	Library Impact Fee Projects	301,050	-	41,050	260,000	In Progress	Parking lot done. Needs stormwater update and then lighting installation.
Other Capital Projects								
4.14	ARP	Stormwater Infrastructure Projects	716,606	563,348	152,938	319	In Progress	
5.5	BDVEH	New Inspector Vehicles	28,375	28,375	-	-	Complete	Arrived in November 2024
xxx	CCVEH	New Community Center Vehicle	40,000	-	-	40,000	In Progress	
5.4	CEVEH	New Code Enforcement Vehicles	32,000	-	-	32,000		
4.14	CRT17	Destin Multi-Use Trail	207,040	14,450	192,590	-	In Progress	DAG update to Council 12/16/2024. Need 1/9 easements attained signed/notarized to attain 90% completion on design.
5.6	HURRC	Hurricane Response	100,000	-	-	100,000	In Progress	
xxx	IT003	Aclarian Software Setup	78,296	20,006	58,290	-	In Progress	GL set up. Purchasing set up. Payables set up. ETA to "go-live" = March 2025.
xxx	LBOOK	Library Annual additions to collections	65,850	15,647	-	50,203	In Progress	ongoing, monthly purchases.
4.9	NORG2	Norriego Point Park Development	234,000	-	-	234,000	In Progress	12/19/24 staff update scheduled with FDEP. Boardwalk pilings in place. Armoring the harbor point.
xxx	PE003	Vulnerability Assessment	180,001	-	180,000	1	In Progress	2nd Public workshop held 01/06/25
5.1	RC123	Morgan - Safety Netting	-	-	-	-		
5.1	RC124	Morgan - Playground	89,869	-	89,869	-	In Progress	MSC playground underway, equipment being delivered. Anticipate completion by Memorial Day 2025

CITY OF DESTIN CAPITAL IMPROVEMENT PLAN - Monthly Status Report

COUNCIL/ MGMT OBJECTIVE		October 1, 2024 to February 11, 2025	FY2025 Budget*	YTD Actuals	YTD Encumbrances	FY2025 Available Budget	Status	Notes
5.1	RC125	Buck Destin Restrooms	211,401	6,630	129,771	75,000	In Progress	Development order approved. Downpayment on pre-fab bathrooms completed. RFB for installation will go to Council in March 2025.
4.7	RC127	Pickleball Court	442,644	6,250	11,394	425,000	In Progress	RFB re-advertised mid December 2024. Bid opening scheduled for January 23, 2025. January 2025 bid results will be report at mid Feb 2025 council meeting.
5.1	RC128	Morgan Bathrooms/Fieldhouse	250,000	-	34,300	215,700	In Progress	DAG starting design. Pre-app meeting early December 2024. DAG working on Development Order application.
5.1	RC131	Morgan - Field Lining Robot	-	-	-	-		
5.1	RC132	Morgan - Batting Cage	119,000	-	12,500	106,500	In Progress	DAG starting design. Pre-app meeting early December 2024. DAG working on Development Order application.
5.1	RC133	Morgan - Shade structure at pinwheel	-	-	-	-		
4.10	RC216	Clement Taylor Park Renovations	1,707,243	-	7,243	1,700,000	In Progress	Contractor procurement being reviewed by County and Treasury. City is waiting for NTP. Staff submitted for appropriation request spring 2025.
5.8	SW60	4 Prong Lake Stormwater	1,600,001	-	-	1,600,001	In Progress	HOA contractor, MRD, is submitting permit applications and updating project estimate. MRD is waiting on US Army Corps permit (estimated January 2026). \$1 million State appropriation expires June 2026 (consider extension).
5.9d	SURGE	Protect Annex from Lightening Strikes	120,000	4,515	5,698	109,788	In Progress	Testing small repair through summer 2025 before more investment.
xxx	TR623	Beach Dr/Beach Cir	-	-	-	-		Needs funding. City road on private property.
5.7	TRSAF	Intersection Safety	164,500	16,500	48,000	100,000	In Progress	Public Works & Safety Committee to restart meetings Feb 2025. \$64,500 obligated end of FY24 to design pedestrian improvements at Commons/Airport Rd (tie into Linear Trail).
		Total Projects	42,854,305	2,390,234	14,706,617	25,757,454		

*Includes encumbrances rolled forward from prior years.

CITY OF DESTIN 5-YEAR CAPITAL IMPROVEMENT PLAN

STRATEGIC OBJECTIVE		08/22/24 Encumbr	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY25-FY29 Total
PRIORITY	Citizen/Council Directed							
4.19	CM001 Crystal Shores Beach Park Development	\$ 22,105	\$ 2,532,328	\$ -	\$ -	\$ -	\$ -	\$ 2,532,328
4.19	CM002 Tarpon Beach Park Development	4,694	2,335,522	-	-	-	-	2,335,522
1.2	HRB1 1 Harbor Blvd/1 Calhoun Waterfront Land	23,979	-	-	-	-	-	-
1.1	CENTR City Center - Concept Design	105,675	-	-	-	-	-	-
1.3	UNDER Undergrounding	975,008	12,609,972	2,370,000	-	-	-	14,979,972
1.6	EN615 Cross-Town Connector	96,641	9,377,100	-	-	-	-	9,377,100
5.2	DREDG Dredge Harbor	-	435,002	-	-	-	-	435,002
1.7	TR619 Sibert-Zerbe Parking Lot Consolidation	-	-	525,000	-	-	-	525,000
4.11	SW56 Mattie Kelly Naturewalk Outfall	47,495	1,200,000	-	-	-	-	1,200,000
	Renewal & Replacement							
3.2	RR051 General Government	-	-	-	-	225,792	72,375	298,167
3.2	RR052 Public Safety	-	68,900	82,675	-	170,550	220,954	543,079
3.2	RR053 Physical Environment (Stormwater, Cemetery)	112,175	-	-	-	-	253,000	253,000
3.2	RR054 Roads, Sidewalks, Street Lighting	47,191	3,745,741	3,170,272	5,594,765	3,937,738	3,319,984	19,768,500
3.2	RR056 Human Services (Food4Thought Bldg)	-	-	-	-	-	7,313	7,313
3.2	RR571 Library	7,039	25,000	-	-	28,291	59,063	112,354
3.2	RR572 Parks	621,064	158,000	-	15,750	373,025	434,500	981,275
3.2	RR573 Recreation Facilities	-	2,158,394	385,948	631,640	389,441	403,897	3,969,320
3.2	RRV54 Vehicles for Public Works	84,085	-	-	-	-	-	-
3.2	RRV57 Vehicles for Parks & Recreation	74,957	-	-	-	-	-	-
3.2	RRVEH Dumptruck	172,971	-	-	-	-	-	-
	Growth Necessitated & Comp Plan							
5.4	CE002 Code Enforcement Equipment	-	-	-	20,000	-	-	20,000
1.5	CRH60 Pedestrian Pathway Under Marler Bridge	236,645	-	-	-	-	-	-
1.4	EN617 Bridge to Airport (incl Stahlman/US98)	-	1	-	-	-	-	1
5.3	LB002 Library Impact Fee Projects	-	260,000	-	-	-	-	260,000
	Other Capital Projects							
4.14	ARP Stormwater Infrastructure Projects	529,564	-	-	-	-	-	-
5.5	BDVEH New Inspector Vehicles	28,375	-	-	-	-	-	-
xxx	CCVEH New Community Center Vehicle	-	40,000	-	-	-	-	40,000
5.4	CEVEH New Code Enforcement Vehicles	-	32,000	18,000	-	-	-	50,000
4.14	CRT17 Destin Multi-Use Trail	281,952	-	1	1	1	-	3
5.6	HURRC Hurricane Response	-	100,000	-	-	-	-	100,000
xxx	LBOOK Library Annual additions to collections	-	65,850	67,800	69,800	71,900	74,100	349,450
4.9	NORG2 Norriego Point Park Development	-	234,000	-	-	-	-	234,000
xxx	PE003 Vulnerability Assessment	212,070	-	-	-	-	-	-
5.1	RC123 Morgan - Safety Netting	-	-	450,000	-	-	-	450,000

STRATEGIC OBJECTIVE			08/22/24 Encumbr	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY25-FY29 Total
5.1	RC124	Morgan - Playground	100,000	-	-	-	-	-	-
5.1	RC125	Buck Destin Restrooms	137,201	75,000	-	-	-	-	75,000
4.7	RC127	Pickleball Court	26,049	375,000	-	-	-	-	375,000
5.1	RC128	Morgan Bathrooms/Fieldhouse	-	250,000	-	-	-	-	250,000
5.1	RC131	Morgan - Field Lining Robot	-	-	-	-	-	50,000	50,000
5.1	RC132	Morgan - Batting Cage	-	119,000	-	-	-	-	119,000
5.1	RC133	Morgan - Shade structure at pinwheel	-	-	136,000	-	-	-	136,000
5.1	RC134	Morgan - Artificial Infields (FG) at Morgans	-	-	-	-	-	-	-
5.1	RC135	Dalton Threadgill Artificial Infields	-	-	-	-	-	-	-
4.10	RC216	Clement Taylor Park Renovations	7,243	1,700,000	-	-	-	-	1,700,000
5.8	SW60	4 Prong Lake Stormwater	-	600,001	-	-	-	-	600,001
4.14	SW66	Snapper/Juanita Stormwater	-	-	-	-	-	-	-
5.9d	SURGE	Protect Annex from Lightening Strikes	-	120,000	-	-	-	-	120,000
xxx	TR623	Beach Dr/Beach Cir	-	-	-	-	-	-	-
5.7	TRSAF	Intersection Safety	-	100,000	100,000	100,000	100,000	100,000	500,000
Total Projects			\$ 3,954,179	\$ 38,716,811	\$ 7,305,695	\$ 6,431,956	\$ 5,296,738	\$ 4,995,185	\$ 62,746,386
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Funding Sources			08/22/24 Encumbr	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY25-FY29 Total
General Fund	30558500	GENERAL FUND	\$ 407,138	\$ 2,740,082	\$ 604,000	\$ 20,000	\$ -	\$ 50,000	\$ 3,414,082
General Fund	0157180	GEN FUND - LIBRARY	-	65,850	67,800	69,800	71,900	74,100	349,450
General Fund	30058585	RR GENERAL	1,001,027	4,064,793	1,577,594	3,675,255	2,875,545	4,192,785	16,385,973
General Fund	0151531	GEN FUND - COM DEV	105,675	-	-	-	-	-	-
General Fund	0153800	GEN FUND - PHYS ENVIR	212,070	-	-	-	-	-	-
Gas Taxes	30054131	GAS TAX#1 RR ROADS	6,281	591,242	561,300	566,900	572,600	578,300	2,870,342
Parking Fund	12254500	PARKING FUND	-	-	525,000	-	176,692	-	701,692
TC CRA	10258500	TOWN CENTER CRA	235,976	-	-	-	-	-	-
Harbor CRA	11058500	HARBOR CRA	23,979	-	-	-	-	-	-
Building Fund	11152441	BUILDING FUND	28,375	-	-	-	-	-	-
Tech Fund	12552400	TECHNOLOGY FUND	-	-	-	-	-	-	-
Oka 1/2 Penny	12953831	OKA 1/2 STORMWATER	47,495	1,200,000	-	-	-	-	1,200,000
Oka 1/2 Penny	12953931	OKA 1/2 UNDERGROUNDING	745,008	500,000	1,300,000	-	-	-	1,800,000
Oka 1/2 Penny	12954100	OKA 1/2 PUBLIC WORKS	-	1,600,000	1,600,000	2,100,000	1,600,000	100,000	7,000,000
Oka 1/2 Penny	12957231	OKA 1/2 PARKS & REC	-	-	-	-	-	-	-
Debt	32453900	2024 Bond Issuance	-	15,766,072	-	-	-	-	15,766,072
Gas Taxes	31554031	GAS TAX#2 COMP PLAN	83,573	-	-	-	-	-	-
Impact Fees	31552000	POLICE IMPACT FEES	-	-	-	-	-	-	-

STRATEGIC			08/22/24						
OBJECTIVE			Encumbr	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY25-FY29 Total
Impact Fees	31554032	MULTI-MODAL IMPACT FEES	-	21,000	-	-	-	-	21,000
Impact Fees	31554132	ROAD IMPACT FEES	13,068	1,600,000	-	-	-	-	1,600,000
Impact Fees	31557132	LIBRARY IMPACT FEES	-	260,000	-	-	-	-	260,000
Impact Fees	31557232	PARK IMPACT FEES	74,000	500,000	-	-	-	-	500,000
Restricted	12753700	NPEB	112,175	110,000	-	-	-	-	110,000
Franch fees	31553977	ELECTRIC FRANCHISE UNDERGROUNDING	230,000	800,000	1,070,000	-	-	-	1,870,000
Grant	30553833	STATE GRANT - DREDGING	-	2	-	-	-	-	2
Grant	30554100	BOCC XTOWN CONSTRUCTION	-	3,300,000	-	-	-	-	3,300,000
Grant	30554200	STATE GRANT LINEAR TRL	45,976	1	1	1	1	-	4
Grant	30557233	RESTORE PARK GRANT	-	729,918	-	-	-	-	729,918
Grant	30553212	TDC 12.5% Harbor	-	1	-	-	-	-	1
Grant	30557212	TDC 12.5% Parks	26,799	2,204,870	-	-	-	-	2,204,870
Grant	30557237	BOCC (TDC) BEACH ACQ GRANT	-	2,662,980	-	-	-	-	2,662,980
Grant	30555900	AMERICAN RESCUE PLAN	529,564	-	-	-	-	-	-
Grant	31557236	MORGANS KID PARK GRANT	26,000	-	-	-	-	-	-
Total Sources			\$ 3,954,179	\$ 38,716,811	\$ 7,305,695	\$ 6,431,956	\$ 5,296,738	\$ 4,995,185	\$ 62,746,386

		FY 2025 Proposed Budget	5-Year Funded Capital Plan Amount	Additional Funds Needed
Council Objectives				
1.1	Work with Stakeholders to pursue a Destin City Center	\$ -	\$ -	\$ 65,459,150
1.2	Public waterfront acquisition initiative	-	-	2,316,500
1.3	Underground utilities	12,609,972	14,979,972	91,000,000
1.4	Stahlman/US 98 pedestrian and vehicle Improvements in cooperation with FDOT	1	1	278,386
1.5	Pedestrian access concepts under the Marler Bridge	-	-	5,850,000
1.6	Two-lane Crosstown Connector	9,377,100	9,377,100	20,962,989
1.7	Improve parking, explore options (parking garage, surface parking)	-	525,000	57,941,325
1.8	Annexation of unincorporated enclaves (Op Budget)	-	-	-
1.9	Morgan Sports Center and Dalton Threadgill Park Master Plan for renovations (Op Budget)	-	-	-
1.10	Support for regional Transit and Ferry systems	-	-	-
1.11	City Marina (Feasibility Study + Construction)	-	-	5,150,000
1.12	Support Beach Re-nourishment, planning, scheduling in partnership with the County/State	-	-	-
1.13	Support regional workforce housing initiatives	-	-	-
Management Objectives				
2.1-2.11	These are management-related, not capital project related	-	-	-
Management in Progress (capital projects only listed below)				
3.2	Plan for renewal and replacement of city facilities and infrastructure	6,156,035	25,933,007	-
3.6	Develop/Implement Wayfinding Program; Improve the City's gateways	-	-	450,000
3.8	Improve sidewalks (install missing sections, improve user safety, wider, more walkable)	-	-	13,737,325
Major Projects (CIP in progress only)				
4.7	Pickleball Courts: Complete design and construct	375,000	375,000	-
4.8	FDOT Median Improvement project	-	-	-
4.9	Norriego Point Park improvements Phase III	234,000	234,000	-
4.10	Renovate Clement Taylor Park	1,700,000	1,700,000	-
4.11	Redevelop Joe's Bayou Recreation Area	1,200,000	1,200,000	-
4.12	Continuity of streelights/Conversion to LEDs	-	-	150,000
4.13	Implement prioritized stormwater improvements based on the Stormwater Mast Plan	-	-	7,072,000
4.14	Linear Trail/Sun Trail: Secure additional funding, complete design, secure required easements, construct Phase 1 trail Mattie Kelly Blvd to 98 Plams	-	3	9,000,000
4.18	Complete Beach to Benning portion of the Crosstown Connector (see funded 1.6)	-	-	-
4.19	Complete improvements to the Shore at Crystal Beach Park & Tarpon Park	4,867,850	4,867,850	2,175,000
TOTAL for items on the Strategic Plan		\$ 36,519,958	\$ 59,191,933	\$ 281,542,675
Total 5-year Capital Plan · CAPITAL BUDGET		\$ 62,746,386		
		% FOR STRATEGIC PLAN 94%		

NOT ON COUNCIL OBJECTIVE LIST:

		FY 2025 Proposed Budget	5-Year Funded Capital Plan Amount	Additional Funds Needed
5.1	Upgrades to Morgan Sport Center (Bathrooms; Storage; Shade; Batting Cage; Artificial infields)	444,000	1,080,000	700,000
5.2	Dredge Harbor Channel	435,002	435,002	-
5.3	Upgrade/Remodel and expand Library	260,000	260,000	1,425,000
5.4	Code Enforcement New Equipment	32,000	70,000	-
5.5	Building Inspector New Equipment	-	-	-
5.6	Hurricane Response (first 30 days; Debris Removal)	100,000	100,000	-
5.7	Public Works Safety Committee - Intersection and Crossing Safety	100,000	500,000	1,329,608
5.8	4-Prong Lake Stormwater	600,001	600,001	1,400,000
5.9b	Median Maintenance Equipment (start-up year)	-	-	-
5.9c	City Hall Annex Renovations (office space for needed)	-	-	-
5.9d	Lightening protection for City Hall Annex	120,000	120,000	-
6.0	Navigational Channel Improvements & Maintenance (formerly 107 Study)	-	-	1,500,000
6.01	Upgrade/Remodel and expand Community Center	-	-	9,150,000
6.02	Upgrades to Dalton Threadgill (turf, drainage, property line issues, parking)	-	-	1,590,000
6.03	Improve roadway interconnectivity	-	-	9,994,204
6.04	Design of park elements at Crosstown Road	-	-	150,000
6.05	Boardwalk improvements & extension	-	-	1,425,261
6.06	One way studies (stahlman/98; crystal beach)	-	-	87,755
6.07	Traffic Calming measures	-	-	48,000
xxx	Other small projects	105,850	389,450	960,000
	TOTAL for additional projects not on Plan	\$ 2,196,853	\$ 3,554,453	\$ 29,759,828
	<i>TOTAL for all projects</i>	\$ 38,716,811	\$ 62,746,386	\$ 311,302,503

**MINUTES OF THE
HARBOR AND WATERWAYS BOARD MEETING
DESTIN CITY HALL ANNEX
JUNE 26, 2025 - 5:30 P.M.**

1. CALL TO ORDER:

Vice Chairman Stephens called the meeting of the Thursday, June 26, 2025 Destin Harbor and Waterways Board meeting to at approximately 5:30 p.m., at Destin City Hall Annex, with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Member Present:

Jim Green (Entered the meeting at 5:35 PM)
John Stephens
Jerod Hayden
Ryan Holloway
Guy Tadlock
Bill McKissick (Entered the meeting at 5:35 PM)

Staff:

Kim Montgomery Deputy City Clerk
Steve o'Connor Deputy CD Director
David Prichard CD Director
Kyle Bauman, Special Projects Counsel

3. AGENDA APPROVAL:

Motion to approve the agenda as presented was made by Board member Tadlock with Board member Holloway providing the second, the motion passed 4-0, with Chairman Green and Board member McKissick not present for the vote.

4. APPROVAL OF MINUTES: April 24, 2025

Motion by Board member Holloway, seconded by Board member Hayden to approve the minutes of the April 24, 2025 meeting passed 4-0 with Chairman Green and Board member McKissick not present for the vote..

5. NEW BUSINESS:

➤ **506 / 508 Harbor Blvd. Commercial Marine Construction, HWB-001589-202**

Mr. Butler, Principal Planner explained to the board the proposed seawall is between zero feet and three feet waterward of the Mean High Water Line, and there will be some areas where it doesn't cross the Mean High Water Line. However, the request was required to come before the Board because there are some sections of the wall are placed at maximum three feet beyond the Mean High Water Line, with a 210 linear feet and a four foot cap. Staff has reviewed the request and has found that it is in accordance with our Marina Siting within the Land Development Code, Section 11, including the riparian setbacks and the length. Staff recommends approval of this shared seawall between 506 and 508, measuring approximately 210 linear feet with a 4-foot cap, with the condition that they submit all Federal and State approvals with the marine construction permit, and they comply with the city's marine siting regulations at all times.

Motion by Board member Tadlock, seconded by Board member Holloway to recommend City Council approve the request Harbor and Waterways Board recommend that City Council approve the Proposed Commercial Marine Construction Project at 506 & 508 Harbor Blvd, for the construction of a new seawall with the following conditions:

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

**Chairman Green and Board member McKissick entered the meeting at 5:35 PM.*

Vice Chairman Stephens opened the floor for public comment, with no one speaking up, he closed the public portion and called for the vote on the motion. **The motion passed with a unanimous vote of 6-0 for approval.**

➤ **742 / 744 Harbor Blvd. HWB-001616-2025**

Mr. Butler explained the request, What’s Up Docks LLC, on behalf of both Jennifer Aden and James Morris, is requesting approval for the construction of a new shared 15-foot by 4-foot access pier leading to a 30-foot by 3-foot T-access walk, two 30-foot by 2-foot finger piers, and two 30-foot by 13-foot covered boat slips with lifts under a 33-foot by 30-foot roof. The applicant seeks a recommendation for approval from the Harbor and Waterways Board for a Residential Marine Construction project for a total square footage of 1,050. Additionally, the applicant provided the authorization from the Florida Department of Environmental Protection (FDEP), Permit No.: 0447038-002-EG/46, as well as Army Corps of Engineers authorization (ACOE), Permit No.: SAJ-29025-00892 (GP-TCP). City Staff reviewed the application and determined that the plans comply with LDC Section 11.05.00, Marina Siting, and the Coastal Management Element of the City’s Comprehensive Plan (Coastal Management Element Policy 6-1.1.6). Staff recommends approval for the request.

Motion by Chairman Green, seconded by Board member Hayden, the motion passed with a 6-0 vote for the Harbor and Waterways Board to recommend City Council approve the Proposed Residential Marine Construction Project at 742 & 744 Harbor Blvd, for the construction of a new shared dock with the following conditions:

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

6. DISCUSSION:

❖ **Noriego Point Update:**

- The park expected to open late July or early August.

DRAFT

- Delays due to weather and construction changes in restrooms and material reorders.
- Estimated 40-day project extension.
- Council requested limited beach access for boats over July 4th weekend uncertain if it would be implemented.
- Member comment: Reopening part of the beach, even temporarily, would earn public goodwill.
 - Suggestion to publicize via social media if any temporary access is granted.

❖ **East Pass Navigation and Coast Guard Coordination:**

- Ongoing issues with channel markers, lighting, and maintenance since 2021.
- Coast Guard recently repositioned buoys 1 and 2 to the deeper part of the ebb shoal, improving navigation.
- Concerns raised about unlit and unmarked areas, including damaged west jetty and moved markers.
- Board consensus: Current entrance conditions are substandard for a city branding itself as a “world-class fishing community.”
- Comparison made to Orange Beach’s well-lit, navigable entrance.

Motion by Chairman Green, seconded by Board member McKissick to request the City Council to reach out to the Coast Guard about Destin’s East Pass marker to be repaired and upgraded with a new day marker at the end of the west jetty, lights to be added to all nun and can buoys, and keep markers numbered one and two at their new location and have them illuminated. The motion passed 6-0.

Chairman Green stated that if staff needed any assistance in writing the letter, he would be glad to assist.

❖ **Use of Discontinued No-Boating Buoys:**

- Okaloosa County has offered free buoys previously used at Crab Island.
- Suggested placement: Tide pool swim areas at Noriego Point, and possibly Clement Taylor Park.
- The board advised city staff or Larry to contact Michael Norberg (County Coastal Resources) directly.
- Recommendation to seek Council support before installation.

➤ Mr. Butler reported that there will not be a meeting in July.

7. ADJOURNMENT:

With there being no further discussion, the meeting adjourned at 6:00 p.m.

Adopted and approved this _____ day of _____ 2025.

Jim Green, Chairman

Kim Montgomery, Deputy City Clerk

**MINUTES
TOWN CENTER COMMUNITY
REDEVELOPMENT AGENCY
ADVISORY COMMITTEE MEETING
JULY 16, 2025 - 5:30 PM
DESTIN CITY HALL ANNEX CHAMBERS**

1. CALL TO ORDER:

Chairman Wernet called the meeting to order at 5:35 PM on Wednesday, July 16, 2025, at the Destin City Hall Annex Council Chambers with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

Lockwood Wernet
Corlene Ziegler
Kyle Davis
Iris Bethea

Members Absent

Preston Green
Margie Avery

Staff Present

Kim Montgomery Deputy Clerk
Daniel Butler Principal Planner
David Prichard CD Director
Kim Kopp City Attorney

3. AGENDA APPROVAL:

Motion to approve the agenda with no changes was made by Committee member Davis with Committee member Bethea providing the second, the motion passed 4-0.

4. MINUTES FOR APPROVAL:

- **May 21, 2025**
- **June 18, 2025**

Motion to approve the May 21, 2025 and the June 18, 2025 minutes as written was made by Committee member Ziegler, with Committee member Davis providing the second, the motion passed 4-0.

5. CURRENT BUSINESS:

6. 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:

- Grace Lutheran Church Addition – Approved.
- Alvins Island – Approved.
 - The project will be half the original sized building at 12, 200 sq. feet.
- New Development Order Application under Completeness Review for Drury Hotel, 1001 Hwy. 98 next to Bid Kahuna's, with a proposed outparcel fronting Hwy 98.
 - Staff is collecting the required materials in preparation for TRC review.
 - Staff will work on gaining an easement on the backside of the property for the future Linear Trail.

- Currently there are no plans for the outparcel at this time, and staff

7. MEMBER COMMENTS:

➤ **Committee member Bethea –**

- ❖ Questioned the following concerns:

Electric Bicycle Regulations

- City currently prohibits rental of electric scooters by ordinance, which also applies to devices with 2–3 wheels and specific speed characteristics.
- Public Safety Committee Chair Jim Wood is expected to brief the City Council on July 21st regarding new e-bike regulations.
- The proposed update will aim to align city code definitions with the state statute for electric bicycles.
- E-bikes that go over a certain speed are not supposed to be ridden on sidewalks. The new ordinance may further clarify this.

Home Occupations

Mr. Butler explained the following:

- Florida Statutes preempts municipalities from regulating most home occupations.
- Cities cannot require specific permits but can regulate:
 - Parking impacts beyond typical residential levels,
 - Number of off-site employees (limited to two),
 - Signage (as defined by state).
- The city may enforce regulations to ensure home occupations do not disrupt residential character.

Property Maintenance

Committee member Bethea expressed interest in learning how to align personal observations with CRA work plans. Noted rubbish and vegetation issues behind the Destin Fire Station on Industrial Park Road and is curious if whether the issue falls under code compliance or could be addressed via a CRA work plan.

Mr. Butler explained how the Land Development Code prohibits vacant lot misuse (e.g., scrap yards). As well as issues such as debris, unregistered vehicles, or overgrown vegetation and how residents should contact Code Compliance for anything they feel is in violation of the code that may result in:

- A verbal warning or notice of violation posted on property.
- Certain amount of days are provided to come in compliance
- Citations are issued if no compliance
- Notice of Hearing is issued
- Possible magistrate hearing.
- Potential lien is assessed on property.

Mr. Butler also informed the members that a new Property Maintenance Code is up for second reading at the next City Council meeting, to enhance enforcement tools.

➤ **Committee member Davis**

- Explained how he is evaluating the Town Center Master Plan and preparing work plan proposals for their meeting in August.
- Identified the vacant parcel near the post office (former Petito's and movie theater property) as a focus area.
- Parcel is zoned Town Center Mixed Use, requiring 20% non-residential use if developed for residential purposes.
- Developers have hesitated due to this requirement.
- Publix owns the parcel and has subdivided it.
- Staff have engaged in preliminary pre-ops with some consultants, but no formal development orders have been filed.

Committee member Ziegler – Reported that the NE corner of Beach and Seaview needs the line of sight cleaned up and mentioned again the traffic light at Main Street and Legion Drive still needs signage notifying the public to pull up to engage the timer for the traffic light. Mr. Butler suggested she contact the Engineering Department.

Chairman Wernet encouraged to members continue to review their Master Plan to create work plans with the assistance of staff, if they feel necessary, before bringing to the meetings. He also reminded the members of the Sunshine Law and how not to discuss their work plans with fellow members outside the public meetings. Their finalized work plans will be presented to City Council for approval prior to implementation.

Mr. Butler informed the members that any work plans requiring budgeting, early-year submission is preferred for consideration in FY-27 budget.

8. PUBLIC COMMENT:

Chairman Wernet opened the meeting for the public, with no one coming forward to speak, he closed the public participation.

9. 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

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 18, 2025
TYPE OF AGENDA ITEM: Announcement
AGENDA OUTLINE NUMBER: 4.N.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements

I. BACKGROUND:

II. DISCUSSION:

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

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 18, 2025
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.A.

TO: City Council

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

FROM: Jamie Haynes
Krystal Strickland, Finance Director

DATE: 8/13/2025

SUBJECT: First reading of proposed ordinance 25-19-CC - Amending Chapter 2 - *Administration* of the Code of Ordinances relating to city membership in the Florida Retirement System (FRS); providing for membership in FRS for the benefit of City of Destin employees.

I. BACKGROUND: On 7/21/2025 Councilmember Bagby moved to allow City employees the option to transition from the current Thrift Savings Plan into the Florida Retirement System beginning FY26, starting October 1st, 2025. The motion was seconded by Councilmember Trammel and passed 6-0.

II. DISCUSSION: The City of Destin currently offers retirement benefits through a Thrift Savings Plan (TSP), consisting of a 7.5% employer contribution in lieu of Social Security and up to a 5% employer match when employees contribute to a 457 deferred compensation plan. Vesting for the base contribution is immediate, while the match is subject to a seven-year graduated schedule.

The Florida Retirement System (FRS) is a statewide retirement program available to Florida public employers. Participation requires adoption of an ordinance in accordance with Chapter 121, Florida Statutes, and Florida Administrative Code Rule 60S-1.007.

If Council elects to participate in FRS effective October 1, 2025, the transition process involves submitting an application to FRS in July 2025, completing administrative processing and adoption of the required ordinance during August and September, and holding an employee referendum in September to allow current TSP members to choose whether to join FRS or remain in TSP. Employees joining FRS would begin contributions to both FRS and Social Security on October 1, 2025, while those remaining in TSP would continue under the current

structure without interruption to vesting.

Participation in FRS would change the City’s retirement contribution rates and structure, and would place plan administration under the Florida Division of Retirement. All new hires after October 1, 2025, will be enrolled in FRS.

A. Link to Strategic Goals / Objectives: Offer livable wages & benefits to attract and maintain high caliber, qualified staff

B. Effect on Budget (EOB):

PERSONNEL	FRS	ThriftPlan	\$ variance
Wages	\$ 7,828,971	\$ 7,828,971	\$ -
FICA (medicare, social security)	594,234	146,021	448,214
Retirement	1,232,851	970,971	261,880
Insurance (health, dental, disability, workers comp, life...)	1,686,663	1,686,663	-
TOTAL	\$ 11,342,719	\$ 10,632,625	\$ 710,093

C. Level of Service (LOS):

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: Adoption of Ordinance No. 25-19-CC is required to establish the City’s participation in FRS. This action will implement Council’s direction to provide employees with the choice to join FRS effective October 1, 2025.

IV. RECOMMENDED MOTION: I move to approved ordinance 25-19-CC on first reading.

Attachments:

1. Thrift Savings Plan to FRS Transition 8.17.25
2. FRS 25-17-CC

Proposed
City of Destin
Transition from
TSP to FRS





Current Thrift Savings Plan

Current Thrift Plan (TSP) Overview:

Employer Contribution (in lieu of Social Security): 7.5%

Matching Option:

- If employee contributes 5% to their 457 plan
- City matches up to 5% back to the Thrift Plan

Graduated Vesting Schedule for 5% Match portion

Years of Service	Vested %
Less than 3 years	0%
3 years	20%
4 years	40%
5 years	60%
6 years	80%
7+ years	100%





Proposed: Florida Retirement System

FRS Vesting Schedule

1. Pension Plan Vesting

- 8 years of service

2. Investment Plan Vesting

- 1 year of service

FRS Contribution Rates

Employee:

- Mandatory 3% (for both pension and investment) to FRS
- Social Security contribution 6.2%

Employer:

- 13.63% contribution to FRS
- Social Security contribution 6.2%



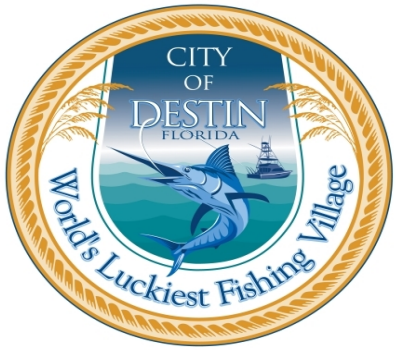


Retirement

PERSONNEL	FRS	ThriftPlan	\$ variance	% variance
Wages	\$ 7,828,971	\$ 7,828,971	\$ -	0%
FICA (medicare, social security)	594,234	146,021	448,214	307%
Retirement	1,232,851	970,971	261,880	27%
Insurance (health, dental, disability, workers comp, life...)	1,686,663	1,686,663	-	0%
TOTAL	\$ 11,342,719	\$ 10,632,625	\$ 710,093	7%

*Florida Retirement System –13.63% FRS + 6.2% Social Security (19.83%)
1 year vest “investment plan”//8 years vest “pension plan”

*Thrift Plan – 7.5% base + 5% match (12.5%) Require 1000 work hours
7.5% no vesting schedule (in lieu of SS)//match on 7-year vesting plan



Proposed Transition to FRS Timeline 10/01/2025

- **July:** Application submitted to FRS
- **Aug/Sept:** Admin processing & FRS and TSP Ordinances
- **September:** Employee ballots issued. Elect to stay in TSP or join FRS
- **October 1:** FRS contributions begin

Key Notes

- Employees remaining in TSP will continue contributions and match as usual.
- Employees joining FRS:
 - City stops contributing to the Thrift Plan.
 - City begins contributions to FRS and Social Security.
 - (Proposed) TSP Vesting schedule continues without interruption.



ORDINANCE NO. 25-19-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING CHAPTER 2- ADMINISTRATION, OF THE CODE OF ORDINANCES RELATING TO CITY MEMBERSHIP IN THE FLORIDA RETIREMENT SYSTEM (“FRS”); PROVIDING FOR MEMBERSHIP IN THE FLORIDA RETIREMENT SYSTEM (“FRS”) FOR THE BENEFIT OF CITY EMPLOYEES; PROVIDING FOR CONFLICTS; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Destin believes that the attraction and retention of qualified employees best serves the public interest; and

WHEREAS, the City Council desires to extend the benefits of the Florida Retirement System to employees of the City to continue to attract and retain qualified individuals to employment with the City; and

WHEREAS, the City Council desires to extend to the general employees of the City of Destin not excluded by law, the benefits of the Florida Retirement System, on the basis of applicable State laws and amendments thereto, and rules and regulations; and

WHEREAS, the City Council desires to authorize and direct the City Manager to execute agreements thereto with the Department of Management Services, for coverage of said General Employees; providing for withholding from salaries and wages of the General Employees of the City of Destin so covered to be made and paid over as provided by applicable State laws or regulations; providing that said City of Destin shall appropriate and pay over employer’s contributions and assessments as provided by applicable State laws or regulations; providing that said City of Destin shall keep records and make reports as required by applicable State laws or regulations; and

WHEREAS, two public hearings have been conducted by the City Council after due public notice; and

WHEREAS, the City Council has determined that this Ordinance is in the best interest of the public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Destin, Florida as follows:

Section 1. It is hereby declared to be the policy and purpose of the City of Destin Florida that all its General Employees except those excluded by law, shall participate in the Florida Retirement System as authorized by Chapter 121, Florida Statutes. All eligible General Employees shall be compulsory members of the Florida Retirement System as of the effective date of participation in

the Florida Retirement System so stated herein.

Section 2. The City Manager is hereby authorized and directed to execute all necessary agreements and amendments thereto with the Administrator of the Florida Retirement System for the purpose of extending the benefits provided by the Florida Retirement System to the General Employees of this City of Destin as provided by Section 1 & 2 hereof, which agreement shall provide for such methods of administration of the plan by said City of Destin as are found by the Administrator of the Florida Retirement System to be necessary and proper, and shall be effective with respect to any employment covered by such agreement for serviced performed on and after October 1, 2025.

Section 3. Withholding from salaries, wages, or other compensation of the General Employees for the purpose provided in Section 1 hereof are hereby authorized to be made, and shall be made, in the amounts and at such times as may be required by applicable State laws or regulations, and shall be paid over to the Administrator designated by said laws or regulations to receive such amounts.

Section 4. There shall be appropriated from available funds, derived from the City's general fund, such amounts and at such times as may be required to pay promptly the contributions and assessments required of the City of Destin, Florida, as employer, by applicable State laws or regulations, which shall be paid over to the lawfully designated Administrator of the Florida Retirement System at the times and in the manner provided by law and regulation.

Section 5. The City of Destin, Florida, shall keep such records and make such reports as may be required by applicable State laws or regulations, and shall adhere to all laws and regulations relating to the Florida Retirement System.

Section 6. The City of Destin, Florida, does hereby adopt the terms, conditions, requirements, reservations, benefits, privileges, and other conditions thereunto appertaining, of the Florida Retirement System, for and on behalf of all General Employees of its departments and agencies to be covered under the agreement.

Section 7. The City Manager (or City Manager's designee) of the City of Destin, Florida, is hereby designated the custodian of all sums withheld from the compensation of employees authorized herein and of the appropriated funds for the employer's contributions as provided in Section 5 hereof. Also, the City Manager (or City Manager's designee) is hereby designated the withholding and reporting agent and charged with the duty of maintaining records for the purpose of this ordinance.

Section 8. The City Clerk is directed to forward a copy of this Ordinance fully executed as in original, duly attested by the Secretary, be furnished to the Administrator of the Florida Retirement System.

Section 9. Language in this Section 9 of this Ordinance that is underline language is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol *** represents sections of the Code of Ordinances that have been skipped and remain unchanged.

CHAPTER 2 – ADMINISTRATION

Sec. 2-3. – Participation in Florida Retirement System.

The City of Destin will participate in the Florida Retirement System effective October 1, 2025.

Section 10. INCORPORATION INTO THE CODE OF ORDINANCES. Section 9 of 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 11. CONFLICTING PROVISIONS. City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

Section 12. 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 13. EFFECTIVE DATE. This ordinance shall become effective on October 1, 2025, subsequent to its adoption by the City Council and signature by the Mayor.

**ADOPTED THIS ___ DAY OF _____,
2025.**

By: _____
Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

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

Kimberly Romano Kopp, City Attorney

First Reading: August 18, 2025
Second Reading:

CITY OF DESTIN – COMMUNITY DEVELOPMENT



AGENDA ITEM

MEETING DATE: August 18, 2025
BOARD/COMMITTEE: City Council
TYPE OF AGENDA ITEM: Public Hearing
OUTLINE NUMBER: 5.B.

TO: City Council

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

FROM: Daniel Butler, Principal Planner
David Prichard, Community Development Director

DATE: August 12, 2025

SUBJECT: Second reading of proposed Ordinances 25-14-LC – Creation of Design Standards for Low-Speed Vehicles (LSV) Parking on City-Owned Property

I. BACKGROUND: City Staff and Okaloosa County Staff have been collaborating on a mutually beneficial and code compliant parking lot for the Shores at Crystal Beach public access since December 2022. The Shores at Crystal Beach is to be located at 2942, 2966, & 2970 Scenic Highway 98.

Staff have provided City Council with the most recent draft of the civil plans for the Shores at Crystal Beach to ensure that the proposed work is compliant with the Land Development Code (LDC), while still meeting the intent of the original purchase of the property, to which the Council provided positive feedback.

The Shores at Crystal Beach access consists of two (2) separate parking lots, with the westerly parking area designed for standard vehicle parking spaces only, while the easterly parking area is designed to accommodate parking for only Low-Speed Vehicles (LSVs).

To date, the City does not currently have adopted ordinances that govern the minimum parking stall widths/depths and/or drive aisle widths for LSV parking.

II. DISCUSSION: As currently designed, the westerly parking area will provide parking for nineteen (19) standard vehicle spaces, plus one (1) ADA parking space. Alternatively, the easterly parking area is currently designed to accommodate 34 LSVs only.

Currently, the City does not have any design standards codified for minimum parking stall widths/depths and/or drive aisle widths for LSV parking. Therefore, Staff has drafted regulations for LPA and Council review (with a positive recommendation from the LPA), including a proposed definition to be consistent with the State, as well as minimum standards for LSV parking based on Staff research and best practice and is seeking feedback at this time. As drafted, the ordinance would only apply to City-owned properties.

The drafted regulations are as follows:

Low-Speed Vehicle (LSV) parking spaces on City-Owned Property. This Section is intended to provide design standards for LSV parking spaces located within City-owned property only.

1. LSV parking spaces shall not count towards the required vehicular parking count based on the uses onsite.
2. LSV parking spaces shall be located in one or more continuous areas that are separated from, and not intermixed with, spaces designed for full-size vehicles.
3. Each LSV parking space shall be clearly designated by either white pavement marking stating "LSV" or signs stating "Low-Speed Vehicle Parking Only".
4. The minimum dimensions of LSV parking stalls and driving aisles shall be as follows:
 - a. LSV parking stalls shall measure a minimum of 6' wide by 12' deep.
 - i. The complete stall dimension shall be paved and no deduction shall be obtained for bumper overhang.
 - ii. These dimensions apply to all LSV parking angles.
 - b. LSV driving aisles shall measure a minimum of 20' wide (two-way) to accommodate emergency response vehicles.

Additionally, the proposed definition to be consistent with the State is as follows:

Low-speed vehicle (LSV): means any registered and licensed four-wheeled vehicle whose top speed is greater than 20 miles per hour but not greater than 25 miles per hour, including, but not limited to, neighborhood electric vehicles, consistent with section 320.01, Florida Statutes.

**Underlined text = New text to be adopted*

PUBLIC COMMENT:

None received to date.

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): This ordinance will not have any effect on the City budget.

C. Level of Service (LOS): This ordinance will not have any effect on the surrounding LOS.

- D. Legislative Sponsor:
- E. Business Impact Statement:

III. CONCLUSION: City Staff have been working with Okaloosa County Staff to ensure the plans for the Shores at Crystal Beach public access comply with the LDC while furthering the original intent of the property purchase, which was maximizing public benefit and accessibility.

The proposed ordinance was approved on first reading unanimously at the August 4, 2025 City Council meeting and is now before Council for the second and final reading for adoption.

IV. RECOMMENDED MOTION: I move that City Council adopt proposed Ordinance 25-14-LC on second reading.

Attachments:

1. DRAFT 25-14-LC LSV
Parking Standards
Ordinance

ORDINANCE NO. 2025-14-LC

**AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA;
CREATING DESIGN STANDARDS FOR LOW-SPEED VEHICLE
("LSV") PARKING; DEFINING LOW SPEED VEHICLES
CONSISTENTLY WITH STATE LAW; PROVIDING FOR FINDINGS
OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND
DEVELOPMENT CODE; PROVIDING FOR SEVERABILITY; AND
PROVIDING FOR AN EFFECTIVE DATE.**

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section 1.01 (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, Chapter 163, Part II, of Florida Statutes, entitled the Community Planning Act ("Act"), empowers and requires the City Council to plan for the City's future development and growth and to adopt and amend its Land Development Code, or elements of portions thereof, to guide the future growth and development of the City; and

WHEREAS, the City Council desires to provide for design standards for LSV parking within certain areas of the City; and

WHEREAS, section 320.01.(41), Florida Statutes defines *low-speed vehicle* as any four-wheeled vehicle whose top speed is greater than 20 miles per hour but not greater than 25 miles per hour, including, but not limited to, neighborhood electric vehicles; and

WHEREAS, the City Council desires to define LSVs consistently with Florida Statutes; and

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

WHEREAS, the Local Planning Agency held a public hearing, with all required public notice on for the purpose of providing recommendations to the City Council with regard to this Ordinance amending the Land development Code and recommended that the City Council adopt the Ordinance amending the Land Development Code; and

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

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

NOTE: Language in all sections of this ordinance that is ~~strike thru~~ is language proposed to be deleted, underline language is language to be added, language that is not in

strike-thru or underlined is not to be changed. The symbol *** represents sections of the Land Development Code that have been skipped and remain unchanged.

SECTION 3. AMEDNMENT TO ARTICLE 3. DEFINITIONS.

ARTICLE 3. DEFINITIONS.

3.00.01. Definitions.

For the purpose of this Code, the following terms, phrases, words and their derivations shall have the meaning contained herein, except where the context clearly requires otherwise.

Low-speed vehicle (LSV): means any registered and licensed four-wheeled vehicle whose top speed is greater than 20 miles per hour but not greater than 25 miles per hour, including, but not limited to, neighborhood electric vehicles, consistent with section 320.01, Florida Statutes.

SECTION 4. AMEDNMENT TO ARTICLE 8. TRANSPORTATION.

ARTICLE 8. TRANSPORTATION.

8.06.00. Vehicle and bicycle parking standards.

8.06.04. *Parking design standards.*

Parking design standards. All development, including that which is located within and outside of the City's Multimodal Transportation District, shall conform to the following parking design standards:

C. *On-site parking spaces.* The design standards for on-site parking spaces are as follows:

5. Low-Speed Vehicle (LSV) parking spaces on City-Owned Property. This Section is intended to provide design standards for LSV parking spaces located within City-owned property only.

1. LSV parking spaces shall not count towards the required vehicular parking count based on the uses onsite.

2. LSV parking spaces shall be located in one or more continuous areas that are separated from, and not intermixed with, spaces designed for full-size vehicles.

3. Each LSV parking space shall be clearly designated by either white pavement marking stating "LSV" or signs stating "Low-Speed Vehicle Parking Only".

4. The minimum dimensions of LSV parking stalls and driving aisles shall be as follows:

a. LSV parking stalls shall measure a minimum of 6' wide by 12' deep.

i. The complete stall dimension shall be paved and no deduction shall be obtained for bumper overhang.

ii. These dimensions apply to all LSV parking angles.

b. LSV driving aisles shall measure a minimum of 20' wide (two-way) to accommodate emergency response vehicles.

SECTION 5. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 6. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 7. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 8. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

**ADOPTED THIS ____ DAY OF _____,
2025.**

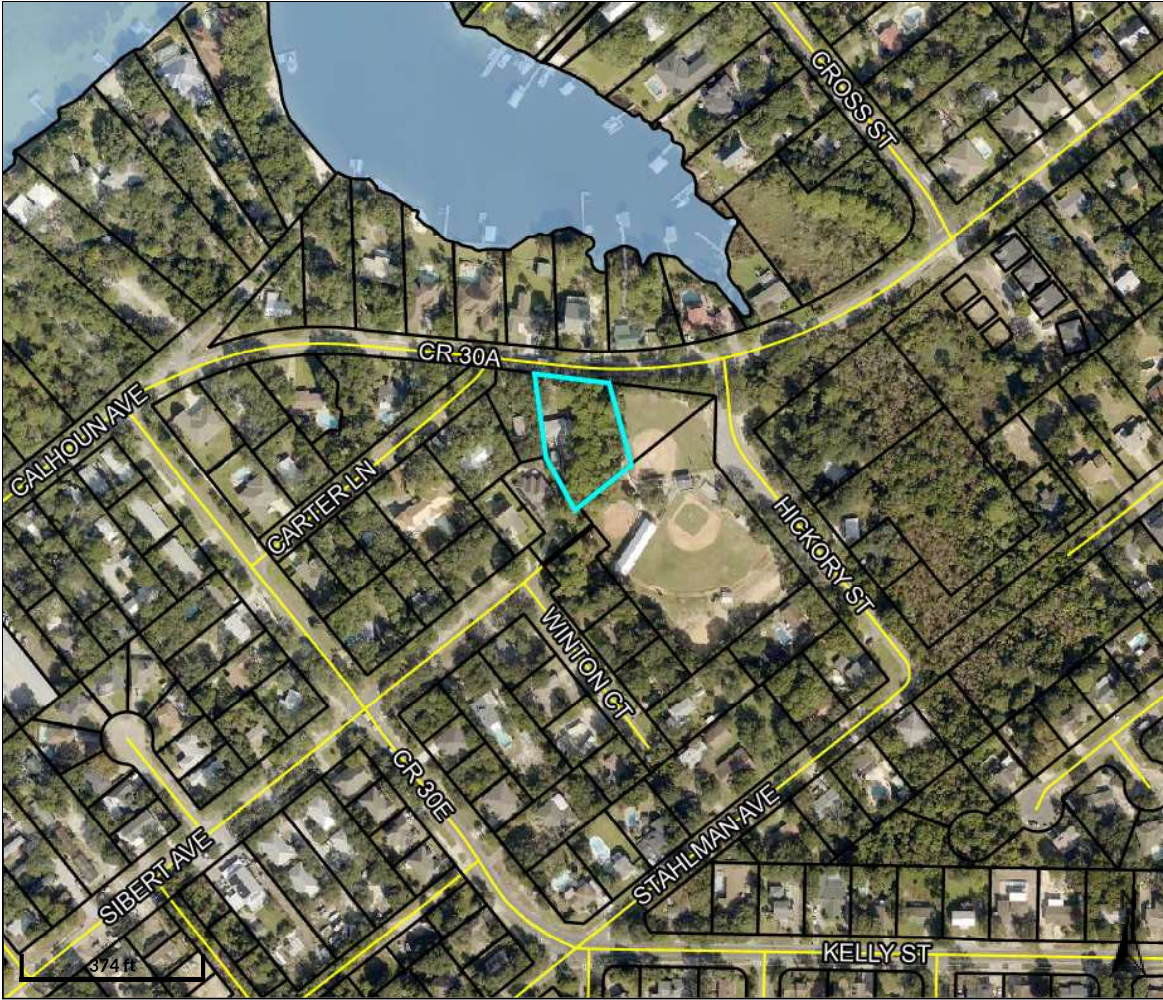
By: _____
Bobby Wagner, Mayor

ATTEST:

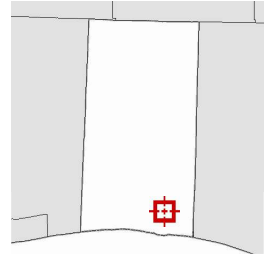
The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney for the City of Destin, only.

Rey Bailey, City Clerk

Kimberly Romano Kopp, City Attorney



Overview



Legend

-  Parcels
-  Roads
-  Water
- City Labels

Parcel ID	00-25-22-0310-000D-038C	Physical Address	446 CALHOUN AVE DESTIN	Land Value	\$162,966	Last 2 Sales			
Acres (GIS)	0.78	Mailing Address	BERARDI MICHAEL E SR TRUST	Ag Land Value	\$0	Date	Price	Reason	Qual
Property Class	SINGLE FAMILY		PO BOX 496 PINE VALLEY, CA	Building Value	\$119,506	4/7/2015	\$100	UNQUAL/CORRECTIVE/QCD,TD	U
Taxing District	10		91962	Misc Value	\$10,480	1/1/1977	\$12653	N/A	U
				Just Value	\$292,952				
				Assessed Value	\$292,952				
				Exempt Value	\$0				
				Taxable Value	\$263,529				

Date created: 8/13/2025
Last Data Uploaded: 8/13/2025 10:55:59 AM



ForeverLawn Emerald Coast

210 Tilden Street Northwest
Fort Walton Beach, FL 32548
850.812.3388
foreverlawnec.com

Lawn Consultant
Project Name/Type:
Project Contact:
Contact's Number:
Contact's Email:
Project Address:

Austin Tipton | May 3rd 2024
Destin Little League | Commercial
Kevin Schmidt
kschmidt@cityofdestin.com
711 Hickory St. Destin FL 32541

Full Field's	Grass Type & Description	Location	Square Footage	Total Price
Edge XD	SportsGrass Edge XD by ForeverLawn Field Green PE XP slit film with Tan / Green heat set textured nylon thatch, 45 oz, 1 1/2" pile, premium backing	Field 1 & 2	Turf: 63,000 sf Installed	\$803,250.00 (\$12.75 per sf)
Rush XD	SportsGrass Rush XD by ForeverLawn Field Green PE slit film with Tan / Green heat set textured nylon thatch, 42 oz, 1 1/2" pile, urethane backing	Field 1 & 2	Turf: 63,000 sf Installed	\$784,350.00 (\$12.45 per sf)
Infield's Only	Grass Type & Description	Location	Square Footage	Total Price
Edge XD	SportsGrass Edge XD by ForeverLawn Field Green PE XP slit film with Tan / Green heat set textured nylon thatch, 45 oz, 1 1/2" pile, premium backing	Field 1 & 2	Turf: 18,000 sf Installed	\$229,500.00 (\$12.75 per sf)
Rush XD	SportsGrass Rush XD by ForeverLawn Field Green PE slit film with Tan / Green heat set textured nylon thatch, 42 oz, 1 1/2" pile, urethane backing	Field 1 & 2	Turf: 18,000 sf Installed	\$224,100.00 (\$12.45 per sf)

Description of Work

- Tear Out – **INCLUDED** - Base will be removed and disposed below grade: All areas - by 7.0 inches, graded. DOES NOT include removal of existing, seen or unseen, tree stumps and/or roots.
- Ground Prep – **INCLUDED** - Installation of composite perimeter boards at all edges. Installation of 7" of limestone aggregate base, compacted.
- Products & Installation – ForeverLawn synthetic grass will be attached and secured around all perimeters with stainless steel staples, then seamed internally with Aplix seam tape, reinforced with Mapei adhesive. Silica Sand infill will be applied to top of blade surface. Grass is polished with a mechanical broom.
- Clean Up – The work site will be cleaned up and all debris will be removed. The job will be completed within TBD days' time, weather permitting.
- All installations are performed by ForeverLawn Certified Installers. Installations are backed by a 24-month Workmanship Warranty. SportsGrass products carry an 8-year closed loop warranty. Warranty begins upon successful installation, payment in full and online registration of warranty by customer.

Notes



ForeverLawn Emerald Coast

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Fort Walton Beach, FL 32548
850.812.3388

foreverlawnc.com

- Price per square foot or project cost reflects the products necessary to complete the job correctly, in the highest quality and in a timely fashion. All work will be done in a highly professional manner. Changes to the scope of the project may require changes to the proposal and pricing as well.
- Due to pricing considerations, this quote can only be guaranteed for 60 days.

Terms and Conditions

- Mobilization Fees: If upon arrival, building conditions are not ready for installation (causing start day/time to be delayed) an additional Mobilization fee of **\$3,250.00** will be billed. Being compensation for services and fees for the purchasing party's failure to fulfill proper working conditions on an agreed upon timeframe. _____(initial)
- Base requirements:
 - ~~Tear out performed outside of contract: Grade requirements are 3.5" below the finished grade. Any additional labor to bring the grade to the requirements will be billed at a man hour rate of \$65 per hour, plus material and/or equipment charges (mini-skid \$100 per hour; ASV \$125 per hour; compactor \$60 per hour). _____(initial)~~
 - ~~Aggregate Base Install outside of contract: Backfill must be 3.5" compacted to 3" of #89 limestone. Any additional labor to bring the base to the requirements will be billed at a man hour rate of \$65 per hour, plus material and/or equipment charges (mini-skid \$100 per hour; ASV \$125 per hour; compactor \$60 per hour). _____(initial)~~
- Additional work to repair or adjust existing irrigation lines which fall inside the project area will be billed at a man hour rate of \$65 per hour, plus material and/or equipment charges (mini-skid \$100 per hour; ASV \$125 per hour; compactor \$60 per hour). _____(initial)
- Additional work due to unknown objects such as tree stumps, plumbing, electrical will be billed at a man hour rate of \$65 per hour, plus material and/or equipment charges (mini-skid \$100 per hour; ASV \$125 per hour; compactor \$60 per hour). _____(initial)
- Once manufacturer has processed your order, the 50% deposit is non-refundable. _____(initial)
- ForeverLawn Fusion Pro, ForeverLawn Fusion Elite, ForeverLawn Fusion Flex & K9Grass Elite by ForeverLawn are the only products offered in which reflective heat damage is warranted. Any other turf choices are subject to reflective heat issues as a result of any reflective surface.
- Artificial Grass has seams. We do professional work, yet we cannot guarantee invisible seams. Altering turf layout recommendations may result in more evident seams.
- K9Grass is made specifically for pet use. Any other product choices most likely will result in bacteria build up and smell.
- ForeverLawn is not responsible for damage to any electrical or irrigation systems not installed according to code.
- If pricing is provided off blueprint, plans or provided drawings: site verification of area IS required before grass will be purchased. If dimensions change, pricing is subject to change, reflecting those adjustments.
- This purchase agreement is offered by a local independently owned and operated ForeverLawn dealer. ForeverLawn Inc. is not a party to this purchase agreement. ForeverLawn Inc. guarantees the quality of ForeverLawn products but accepts no responsibility nor implies any warranty for installation associated with its products.
- A fifty percent (50%) deposit is required upon signing. After the deposit has cleared, project materials will be ordered.
- You are providing ForeverLawn Emerald Coast authorization to charge future payment/s upon completion of the work.
- If full payment is rejected or not received within fifteen (15) days of the completion of this project, any outstanding balance shall accrue interest at the rate of twenty-four percent (24%) per year. _____(initial)
- Your payment method will be saved by FLEC Contracts along with your authorization to charge future payments based on the payment terms stated in the agreement between you and FLEC Contracts.



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- **All pricing contingent upon accessibility. If additional labor or rentals are needed to access commercial areas will be billed at a man hour rate of \$65 per hour, plus material and/or equipment charges (mini-skid \$100 per hour; ASV \$125 per hour; compactor \$60 per hour). Additional rental equipment will be billed at going rate. _____ (initial)

Signature

By Signing below, you are agreeing to all scope of work, terms & conditions listed above.		<i>Subtotal:</i>	\$TBD
<i>Customer Name:</i>		<i>Adjustments:</i>	\$TBD
		<i>Total:</i>	\$TBD
<i>Customer Signature:</i>	<i>Date:</i>	<i>Deposit 50%:</i>	\$TBD
		<i>Amount due upon completion:</i>	\$TBD

We are pleased to submit the above quotation. Thank you for your business.

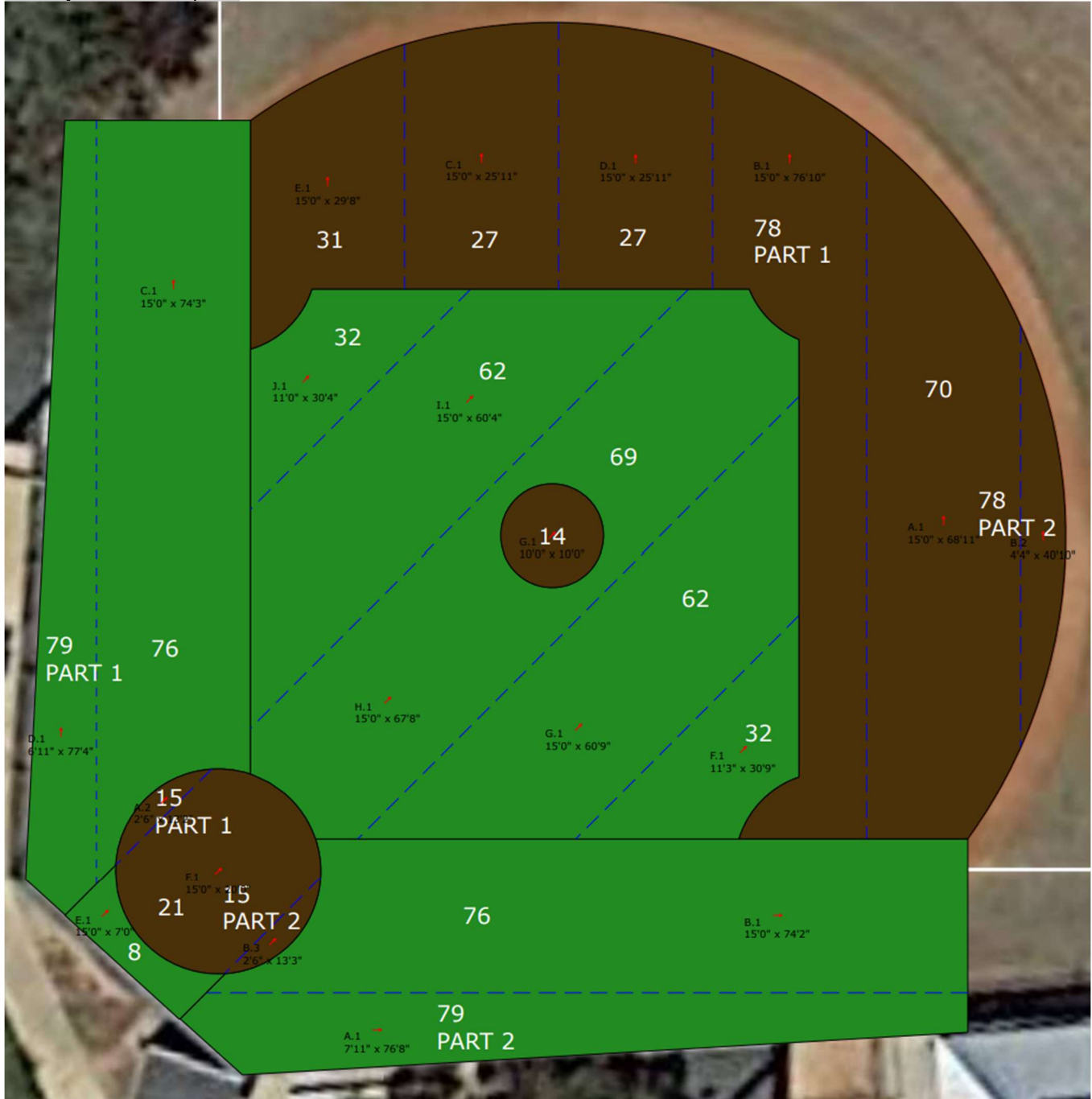


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Turf Layout: Infield Option





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foreverlawnc.com



your new starting lineup

technology

The leading edge technology in **SportsGrass**® is a great fit for your facility. The unique construction of our products creates a playing surface that is second to none. SportsGrass has a natural underfoot feel with great durability, proven safety, and terrific appearance. We offer a wide range of products designed to meet the needs of any facility.

local partnership

While we have expertise from across the country, the heart and soul of your SportsGrass team is right here in your community. With over 80 locations across the United States, this community connection creates pride of ownership in your project that is simply not available from other vendors. We take pride in what we do and provide a level of partnership and support that will exceed any and all expectations.

premium installations

Our experience and expertise has been developed over many years and millions of square feet of synthetic turf installations. We use an installation process that is focused on precision and excellence. The result is a field that is safe for your athletes with an unparalleled finish and a superior playing surface.



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foreverlawnec.com

product based systems

- More grass fibers.
- Nylon thatch.
- Premium 55 oz backing.
- Less infill.
- Modern technology.
- Designed for indoor and outdoor use.

SportsGrass Edge

Edge XD: 1 1/2" pile height, 45 oz., PE slit film, nylon thatch

Edge XF: 1 3/4" pile height, 48 oz., PE slit film, nylon thatch

Edge XG: 2" pile height, 48 oz., PE slit film, nylon thatch



SportsGrass Max

Max XD: 1 1/2" pile height, 50 oz., PE slit film and monofilament blend, nylon thatch

Max XF: 1 7/8" pile height, 50 oz., PE slit film and monofilament blend, nylon thatch



SportsGrass Prime

Prime XD: 1 1/2" pile height, 55 oz., PE monofilament, nylon thatch

Prime XF: 2" pile height, 55 oz., PE monofilament, nylon thatch



infill based systems

- More infill.
- Fewer grass fibers.
- Standard 28 oz backing.
- Designed for outdoor use.

SportsGrass Rush

Rush XD: 1 1/2" pile height, 42 oz., PE slit film, nylon thatch

Rush XF: 1 7/8" pile height, 45 oz., PE slit film, nylon thatch

SportsGrass Dash

Dash XD: 1 1/2" pile height, 50 oz., PE slit film and monofilament blend, nylon thatch

Dash XF: 1 7/8" pile height, 50 oz., PE slit film and monofilament blend, nylon thatch

SportsGrass Go

2" pile height, 42 oz., PE slit film



indoor/specialty systems

- Very dense.
- Little to no infill.
- Designed for arenas and indoor facilities.
- May require use of a pad (ShockPro™ or other).
- Also suitable for outdoor use.

SportsGrass Arena

1" pile height, 58 oz., PE slit film, nylon thatch, antimicrobial

SportsGrass Trainer

7/8" pile height, 65 oz., PE monofilament, nylon thatch, antimicrobial

SportsGrass Drive

3/8" pile height, 47 oz., texturized nylon monofilament

SportsGrass Curve

1 3/8" pile height, 45 oz., nylon monofilament, nylon thatch

SportsGrass Agility

3/4" pile height, 48 oz. texturized PE monofilament (available w/ 5mm foam backing)

SportsGrass Edge Life

1 3/4" pile height, 48 oz., PE slit film, nylon thatch



SportsGrass
by ForeverLawn

866.992.7876
sportsgrass.com

Product heights shown may have a variance of +/- 1/8" and product weights shown may have a variance of +/- 5%.

ForeverLawn OFFICIAL SYNTHETIC TURF PARTNER OF THE CLEVELAND BROWNS

ForeverLawn OFFICIAL SYNTHETIC TURF OF HALL OF FAME VILLAGE

ForeverLawn OFFICIAL SYNTHETIC TURF OF IMG ACADEMY



ForeverLawn Emerald Coast

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SPORTSGRASS® RUSH XD

PRODUCT SPECIFICATIONS

Components	Specifications
YARN TYPE	Primary: Polyethylene parallel slit film Secondary: Heat set textured nylon monofilament
YARN COLOR	Primary: Field green Secondary: Turf green/ tan
YARN COUNT	Primary: 10,000/1 Secondary: 5,040/12
TUFTING CONSTRUCTION	Single yarn
BLADE HEIGHT	1-1/2"
TUFTING GAUGE	3/8"
FACE WEIGHT	42 oz.
TOTAL PRODUCT WEIGHT	75 oz.
BACKING	Dual layer primary backing with urethane coating
SEAMING	Turf adhesive and tape
INFILL	1.4 pounds of rubber / sf maximum sand, organic, mixed, and alternative infills available

¹ Product heights shown may have a variance of 1/8" and product weights shown may have a variance of 5%.

² Recommended infill for normal installation. More or less can be used, and heavy traffic areas will perform better with higher infill levels.

Grass without limits.®

8007 Beeson St., Louisville, OH 44641
866.992.7876 | sportsgrass.com

SportsGrass
by ForeverLawn™

SKU Rev. 03/24



ForeverLawn Emerald Coast

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Fort Walton Beach, FL 32548
850.812.3388

foreverlawnec.com

SPORTSGRASS® EDGE XD

PRODUCT SPECIFICATIONS

Components	Specifications
YARN TYPE	Primary: Polyethylene parallel slit film Secondary: Heat set textured nylon monofilament
YARN COLOR	Primary: Field green Secondary: Turf green/ tan
YARN COUNT	Primary: 10,000/1 Secondary: 5,040/12
TUFTING CONSTRUCTION	Single yarn
BLADE HEIGHT	1-1/2"
TUFTING GAUGE	3/8"
FACE WEIGHT	45 oz.
TOTAL PRODUCT WEIGHT	100 oz.
BACKING	Three-layer premium backing made with BioCel™ polyurethane and 100% recycled geotextile nonwoven fabric on a dual layer primary.
SEAMING	Micromechanical bonding reinforced with adhesive
INFILL	1.3 pounds of rubber / sf maximum sand, organic, mixed, and alternative infills available

¹ Product heights shown may have a variance of 1/8" and product weights shown may have a variance of 5%.

² Recommended infill for normal installation. More or less can be used, and heavy traffic areas will perform better with higher infill levels.

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866.992.7876 | sportsgrass.com

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SKU Rev. 03/24

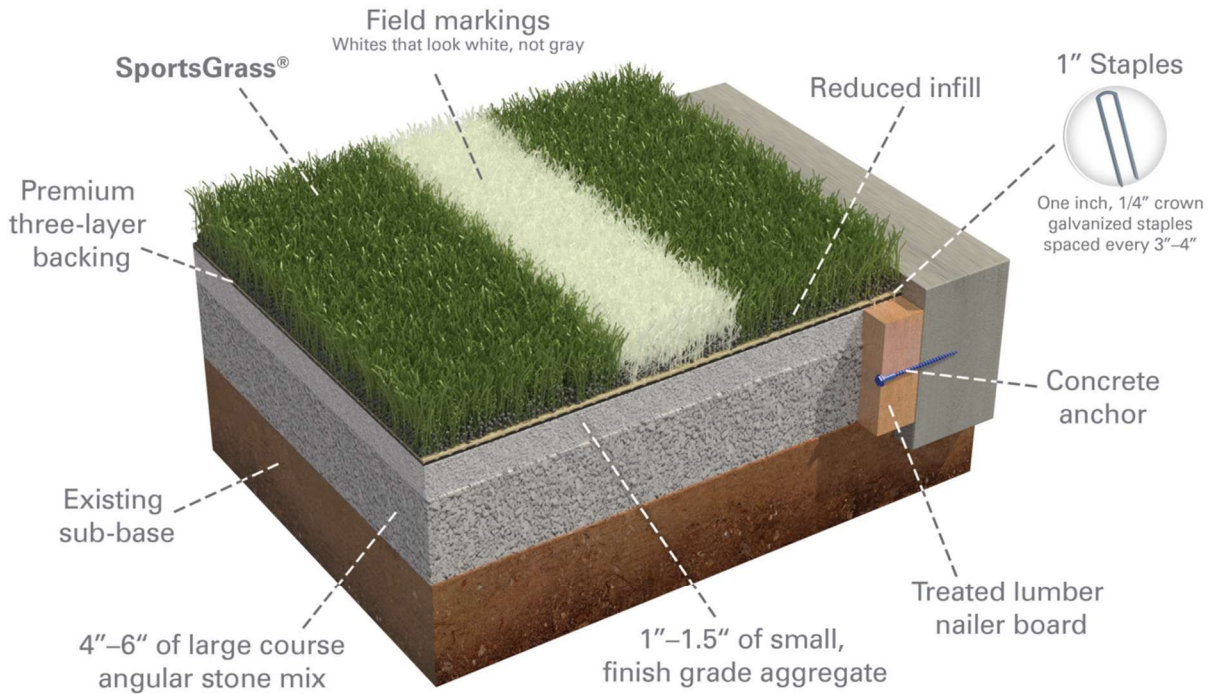


ForeverLawn Emerald Coast

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Fort Walton Beach, FL 32548
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SportsGrass System

Product-Based System



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8007 Beeson St., Louisville, Ohio 44641



microsite.caddetails.com/1148

By	G. Swartz	08/20
Scale	Not to scale	
Drawing No.	M1556	



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SportsGrass System

Micromechanical seaming system

SportsGrass[®]
by ForeverLawn



ForeverLawn[®]

330.499.8873 • foreverlawn.com
8007 Beeson St., Louisville, Ohio 44641



microsite.caddetails.com/1148

By	G. Swartz	10/23
Scale	Not to scale	
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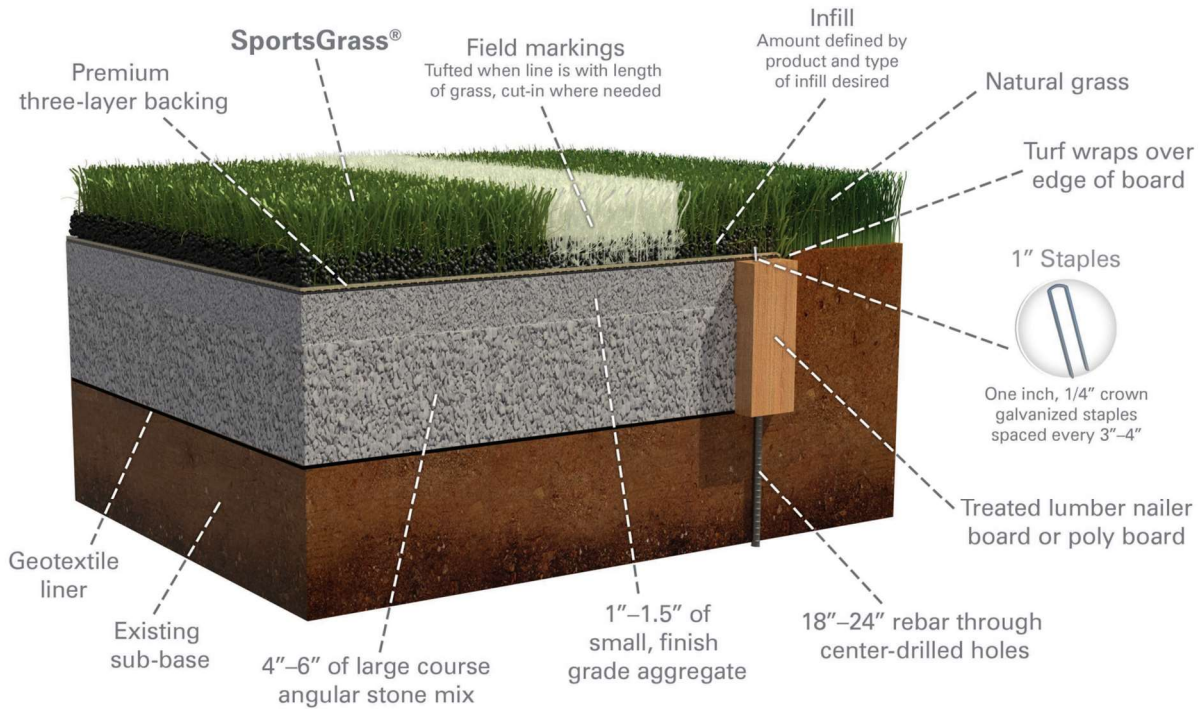
ForeverLawn Emerald Coast

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SportsGrass System

Installed next to natural grass, no curb



	330.499.8873 • foreverlawn.com 8007 Beeson St., Louisville, Ohio 44641	 microsite.caddetails.com/1148	By	G. Swartz	10/23
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EAG-LED
 13046 Racetrack Road # 187
 Tampa, FL 33626
 (813) 463-2420
www.EAG-LED.com

QUOTE

8/14/2025

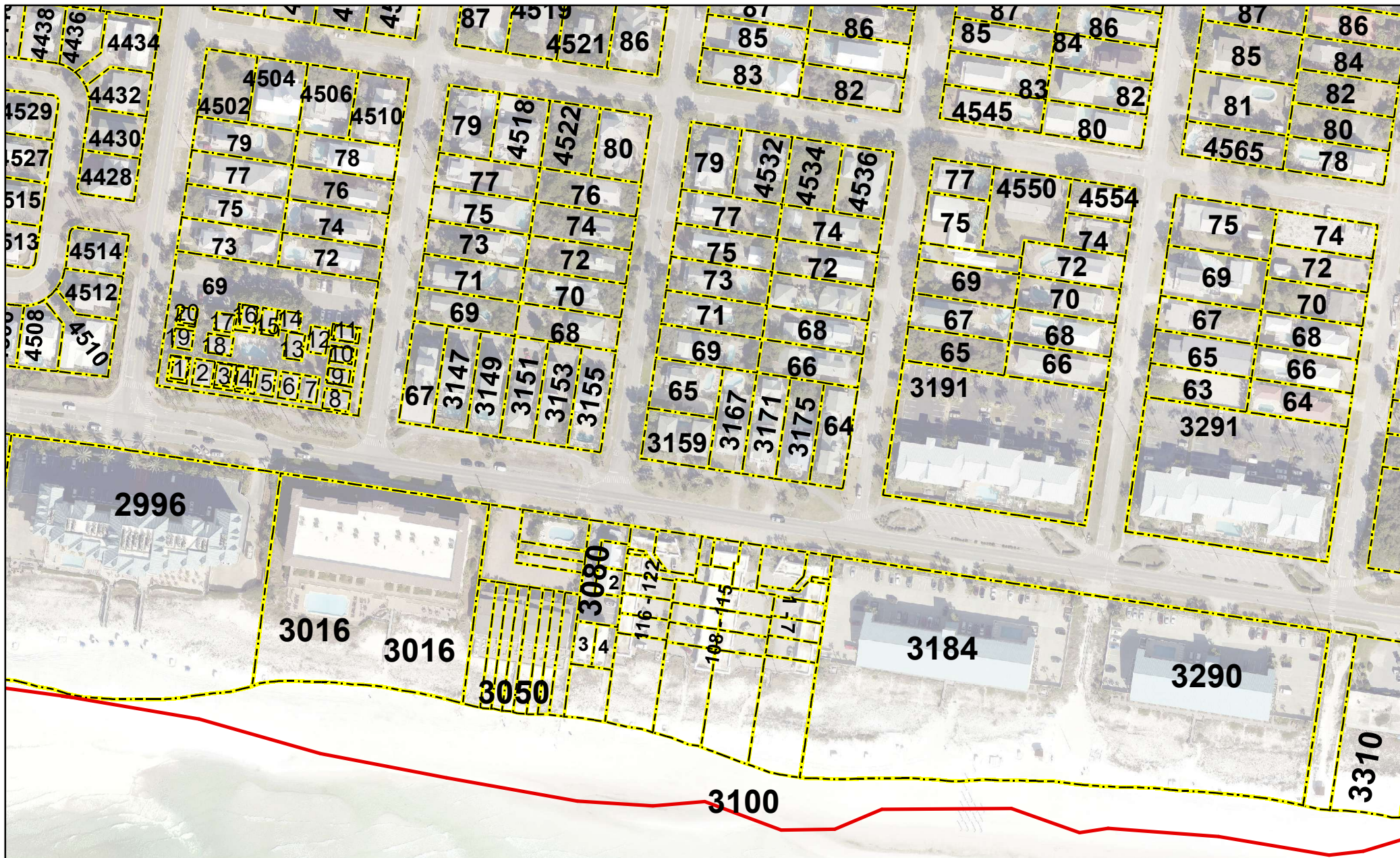
Destin Little League
 Kevin Schmidt
 711 Hickory St. Destin, FL. 32541

Product	Details	Quantity	Unit Price	Cost
EAG-SB-450W	Voltage: 100-277 Dimmable: No CCT: 5000	42	\$ 1,623.00	\$ 68,166.00
Total		42		\$ 68,166.00
Installation				\$ 22,850.00
Lift Allowance				\$ 5,800.00
Total Project Cost				\$ 96,816.00

Terms For Installation: 50% deposit with order, balance due in full at the time LED product is delivered. This will allow us to schedule and complete installation, which includes removal and replacement of existing fixtures. Installation does not include disposal of removed lights and fixtures. Additional required electrical work and or materials are additional and will be charged. All credit card payments will be charged a 3% processing fee.

Thank you for your purchase; we genuinely appreciate your business!

By ordering and/or receiving services/items listed, the above mentioned customer agrees to all conditions and terms of sale as stated by EAG-LED, LLC and/or as may be customary in the trade. All products listed or conveyed herein remain the property of EAG-LED, LLC until paid in full. customer agrees to meet all agreed conditions and/or obligations and further agrees to bear all reasonable costs in the event legal action becomes necessary to enforce any terms. All invoices are due and payable upon presentation. Past due items will incur a 1 1/2% monthly charge and will necessitate COD or CIA future orders. TM & ©2018 EAG-LED, all rights reserved.



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CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: August 18, 2025
TYPE OF AGENDA ITEM: Announcement
AGENDA OUTLINE NUMBER: 6.I.

TO: City Council

THRU: Larry Jones , City Manager

FROM: Kimberly Kopp, City Attorney

DATE: August 13, 2025

SUBJECT: 1) Call for Executive Session in CITY OF DESTIN V. KYLE M. COLEMAN dba KYLE COLEMAN ICE CREAM aka GULF STREAM ICE CREAM, OHANA GELATOS LLC; and WOUNDED WARRIOR COMMISSARY, LLC to be held on September 3, 2025 at 5:30 PM.

I. BACKGROUND:

II. DISCUSSION: Pursuant to Section 286.011(8), Florida Statutes, the City Attorney desires the advice of counsel at an executive session on September 3, 2025 at 5:30 PM in the following litigation: City of Destin v. KYLE M. COLEMAN dba KYLE COLEMAN ICE CREAM aka GULF STREAM ICE CREAM, OHANA GELATOS LLC; and WOUNDED WARRIOR COMMISSARY, LLC; Case No. 2025-CA-002412A0010F, in the Circuit Court of Okaloosa County, Florida. Present at the litigation will be the City Attorney Kimberly Kopp, Litigation Counsel Eric Krebs, Litigation Counsel William Warner, City Manager Larry Jones, the Mayor and all members of the City Council.

- 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