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

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

CALL TO ORDER

*** INVOCATION - Pastor David J. Butler - Faith Assembly Christian Church**

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

1. **PROCLAMATIONS / RECOGNITIONS / SPECIAL / **PUBLIC PRESENTATIONS / ANNOUNCEMENTS**
   A. Proclamation - 2025 Making Strides Against Breast Cancer
   B. Property Rights and Freeboard Requirements in FEMA Flood Zones
   C. Harbor and Waterways Board Recommendations for Jetty Upgrades
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. Service Agreement with Panhandle Animal Welfare Society (PAWS)
   B. Food for Thought Lease Amendment
   C. Request for Use of City Right-Of-Way for McGuire's Halloween Fun Run
   D. Approval of 2026 Okaloosa County Public Library Cooperative Agreement
   E. Resolution 25-21 - Amending Resolution 17-36 - Destin Youth Council By-Laws
   F. Approval of minutes of September 3, 2025, Regular City Council Meeting
4. **CITY MANAGER REPORTS** Announcements
   A. RFP 25-09-CD Special Magistrate Services
   B. RFP 25-13-PW Mattie Kelly Outfall Project
   C. Milling/Resurfacing/Restriping of Selected Roadways - Batch 1, authorization to issue Purchase Orders
   D. FRS Questionnaire Results
   E. Business Tax Receipt - Fiscal Year 2026
   F. 446 Calhoun Proposal/Parking at Threadgill
   G. Joe's Bayou Update
   H. Operations Financial Report - **Informational Only**
   I. Draft Minutes of Standing Boards & Committees - **Informational Only**
   J. Announcements:

5. PUBLIC HEARINGS

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

A. Councilmember Braden

B. Councilmember Trammell

C. Councilmember Destin

D. Councilmember Bagby

E. Councilmember Hebert

1) Friday, December 26, 2025 (Day after Christmas)

2) Non-Resident Harbor District Parking and Joe's Bayou Passes

F. Councilmember Geile

1) Projects Status/Updates

2) Appointment of member to the Harbor CRA Advisory Committee

G. Councilmember Schmidt

H. Mayor Wagner

I. City Attorney

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

Proclamation

American Cancer Society Making Strides Against Breast Cancer of the Emerald Coast

WHEREAS breast cancer is the most common cancer diagnosed among women in the United States, and it is the second leading cause of death from cancer among women; and

WHEREAS, in 2025, the US will have an estimated 319,750 new cases of breast cancer diagnosed among women, 42,680 women deaths because of the disease, and more than 4 million women have had a history of invasive breast cancer or were living with the disease; and

WHEREAS, the American Cancer Society has invested more than $600 million in breast cancer research grants during the last 30 years; and

WHEREAS the Making Strides Against Breast Cancer (MSABC) program is a three-to-five-mile non-competitive walk that has collectively grown into the largest network of breast cancer awareness events in the nation, uniting communities with a shared determination in the fight to end breast cancer; and

WHEREAS there are more than 150 MSABC events nationwide with more than 863,000 participants that have raised more than $46 million.

WHEREAS the Making Strides Against Breast Cancer program is uniting our communities and raising money to help the American Cancer Society fund breakthrough breast cancer research, provide free information and support, and help reduce breast cancer risk or allow early detection so it may be more treatable; and

WHEREAS the Making Strides Against Breast Cancer on the Emerald Coast envisions a future where our children no longer live with the threat of breast cancer and where everyone has a fair and just opportunity to prevent, find, treat, and survive this disease; and

WHEREAS by supporting the MSABC on the Emerald Coast movement, you help ensure the American Cancer Society can continue fighting for that same vision.

***NOW, THEREFORE*,** the mayor and council of the City of Destin do hereby **PROCLAIM AND RECOGNIZE** the month of October as **MAKING STRIDES AGAINST BREAST CANCER MONTH** in Destin and encourage citizens to help save lives from breast cancer by decorating your business and neighborhoods in PINK as part of the movement and participate in the Making Strides Against Breast Cancer of the Emerald Coast to be held at Northwest Florida State College in Niceville on October 18, 2025, at 8 am.

SO DONE THIS 6TH DAY OF OCTOBER 2025
By:

_____

Bobby Wagner, Mayor

SPEAKER'S FORM
City of Destin Council Meeting

To better serve the community, the City Council requires that all items or requests to be presented before Council be submitted to the City Clerk's Office by **noon on Tuesday of the week prior to the meeting**. Any supporting materials, such as handouts, reports, or PowerPoint presentations, must also be included at that time. This advance submission provides Council members with sufficient opportunity to review your request and make any necessary inquiries, and it allows staff to contact you if additional information is needed or in response to action directed by the Council.

When completing the required submission form, please ensure that all fields marked with an asterisk (*) are filled out. Late or incomplete forms, particularly those missing required information, will not be heard and will instead be deferred to a future meeting pending receipt of all necessary details. Presentations are limited to **five minutes**, and all comments should be directed to the **Mayor**.

The City of Destin appreciates your cooperation and compliance with these guidelines, which help ensure efficient and productive Council meetings.

******* PLEASE PRINT *******

DATE OF REQUEST: 9/30/25 ***COUNCIL MEETING DATE:** 10/6/25

***NAME:** Chatham Morgan ***PHONE #:** 850 687 4775

ADDRESS: 339 Calhoun Ave **EMAIL:** Chathammorgan@gmail.com

***TOPIC/ISSUE** Property Rights & Freeboard requirements in FEMA flood zones

***HAVE YOU SPOKEN WITH CITY STAFF ABOUT THIS ISSUE? If so, who and when?**
Yes - Kim Kopp - Early September

***DESIRED ACTION BY COUNCIL?** Remove freeboard requirements

PRESENTATION MATERIALS ATTACHED? : YES X **NO**___ **# OF PAGES** 2

Mayor and Council,

I am formally requesting that the City Council reconsider the current freeboard requirements in the city's floodplain management regulations and adopt the FEMA base flood elevation standards as the primary guideline for construction in flood-prone areas.

While freeboard (additional height above FEMA's BFE) aims to enhance flood protection, it imposes significant financial burdens on homeowners and businesses. In addition to the financial burdens, it alters the character of neighborhoods by requiring unnecessarily elevated houses. In my case, my home would have to be ~14 feet above sea level. It is an insane proposition that the south side of Choctawhatchee Bay will have 14+ feet of storm surge, there simply isn't enough water coming from the north, and if we did, my home would be the least of my concerns. That amount of surge would require a storm so large that structural failure would be a certainty.

My home sits at 9.4 feet above sea level and was built in 1962. It is a historic Destin home that I felt was worth saving. One of the reasons we decided to keep the home instead of rebuilding, was that it has never come close to flooding. Camille, Eloise, Opal, Ivan, Dennis, Katrina, Sally, Michael.

FEMA requires me to build an extra 2 feet above grade in my flood zone - a reasonable request, although still unnecessary. I think it is unreasonable though for the city to require me to build an additional 2 feet on top of the 2 feet FEMA already requires.

If the requirements are good enough for the federal government, and the organization that administers the flood insurance (FEMA), it think it should be good enough for the city. On principle alone, I don't think it is the city's role to administer more regulations restricting property use than the federal government.

I am not the only resident dealing with this. Miller Phillips and Justin Goff are both having the same issue, all within a quarter of a mile from my house. They have both asked me to advocate on their behalf.

This has and will remain an issue for every home built in Destin that lies in a flood zone.

This is not an attempt to skirt flood-proofing our homes. This is a simple request for the city to abide by the recommended elevations FEMA provides on their maps and remove the extra height requirements.

The city staff has been nothing but professional and helpful throughout the process. They are simply administering the codes that the council approved and passed in the LDC. If I recall, it was a council that I sat on that passed the current LDC, but as you know these documents are long, dense, and full of concepts we don't fully grasp as we are not professional planners. However, as issues arise in an LDC, I believe it is the council's responsibility to address them, and when appropriate, take action. I believe it is appropriate to take action on this, as adding more regulation than FEMA is a violation of property rights, which is something this city should strengthen not impede

I would also like to point out, that the Calhoun Mixed Use and the South Harbor Mixed Use Zoning District are only required to have an additional 1 foot of extra elevation. While the argument might be residential areas should have more stringent requirements for "safety" I can assure you that anyone who stays in their home while facing 14+ feet of storm surge doesn't value safety in the first place. If FEMA determined elevations are safe enough for them, they should be safe enough for us. At face value it seems to be prioritizing businesses over residents by granting them more favorable building codes. I know there is an argument for the discrepancy, and intentional or not, cities often prioritize business interests over residents.

As always, thank you for the time and commitment you all put into serving the city.

Chatham Morgan
339 Calhoun Ave
850-687-4775

The code regarding freeboard requirements is below:

R322.2.1 Elevation requirements.

1.Buildings and structures in flood hazard areas including flood hazard areas designated as Coastal A Zones, shall have the lowest floors elevated to or above the base flood elevation plus 2 feet, or the design flood elevation, whichever is higher, ***except for those properties located within the South Harbor Mixed Use and Calhoun Mixed Use Zoning Districts*** *the lowest floor shall be elevated to or above the base flood elevation plus one (1) foot or the design flood elevation, whichever is higher.*
2.In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated to a height above the highest adjacent grade of not less than the depth number specified in feet (mm) on the FIRM plus 2 feet, or not less than 4 feet if a depth number is not specified.
3.Basement floors that are below grade on all sides shall be elevated to or above base flood elevation plus 2 feet, or the design flood elevation, whichever is higher, except for those properties located within the South Harbor Mixed Use and Calhoun Mixed Use Zoning Districts the lowest floor shall be elevated to or above the base flood elevation plus one (1) foot or the design flood elevation, whichever is higher.
Exception: Enclosed areas below the design flood elevation, including basements with floors that are not below grade on all sides, shall meet the requirements of Section 322.2.2.

ITEM # 2025-1154

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: October 6, 2025
TYPE OF AGENDA ITEM: Presentation
AGENDA OUTLINE NUMBER: 1.C.

TO: City Council

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

FROM: Daniel Butler, Principal Planner
David Prichard, Community Development Director

DATE: 10/1/2025

SUBJECT: Harbor and Waterways Board Recommendations for Jetty Upgrades

I. BACKGROUND:

At the regularly scheduled Harbor and Waterways Board (HWB) meeting on Thursday, June 26, 2025, the Board discussed ongoing navigational issues in relation to East Pass, and how the area could improve boater safety.

II. DISCUSSION:

The navigational improvements, such as the channel markers and lighting around East Pass, have been deteriorating for several years. The Harbor and Waterways Board has recommended four (4) improvements for the United States Coast Guard to consider. They are as follows:

1. Repair and upgrade the East Pass marker;
2. Install a new day marker at the end of the west jetty;
3. Add lighting to all existing nun and can buoys; and
4. Retain the newly positioned buoys #1 and #2, while also illuminating them.

PUBLIC COMMENT:

Staff have received no comments from the public to date.

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

B. Effect on Budget (EOB): N/A

C. Level of Service (LOS): N/A

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION:

The Harbor and Waterways Board (HWB) is seeking Council support for the recommendations provided by the Board. If a positive recommendation is received, staff could sign the draft letter provided and send it to Representative Patronis, requesting such improvements.

IV. RECOMMENDED MOTION:

I move that the City Council support the navigational improvements recommended by the Harbor and Waterways Board, with Staff proceeding to send the draft letter to Representative Patronis requesting support.

I move that the City Council deny the navigational improvements recommended by the Harbor and Waterways Board, with Staff proceeding to send the draft letter to Representative Patronis requesting support.

Attachments:

1. Draft City Letter to Patronis for Jetty Upgrades

Office of the City Manager

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

October 7, 2025

Office of Representative Jimmy Patronis
805 E. James Lee Blvd.
Crestview, FL 32539

SUBJECT: City of Destin East Pass Navigation Improvements

Dear Representative Patronis,

Over the past several years, residents and visitors of the City of Destin have experienced significant navigational challenges near East Pass due to improperly placed channel markers, lack of lighting, and insufficient maintenance. These issues have created serious safety hazards for boaters navigating the area.

Recently, the United States Coast Guard (USCG) made progress by repositioning buoys #1 and #2 to a deeper part of the ebb shoal, thereby improving navigation. However, several hazards remain — including unlit and unmarked areas, as well as the damaged west jetty — that continue to pose risks to public safety.

At this time, the City of Destin respectfully requests the Coast Guard's consideration and action on the following items:

1. Repair and upgrade the East Pass marker;
2. Install a new day marker at the end of the west jetty;
3. Add lighting to all existing nun and can buoys; and
4. Retain the newly repositioned buoys #1 and #2, while also illuminating them.

Destin has long held the title of the "World's Luckiest Fishing Village," renowned for its expert fishing captains, plentiful gamefish, and beautiful emerald waters. Every year, the City welcomes thousands of tourists, many of whom are navigating these waters for the first time. Improving navigational aids in East Pass is not only a matter of enhancing safety for all but also preserving Destin's reputation as a safe and welcoming coastal destination.

Your support in advocating for these safety improvements with the Coast Guard would be greatly appreciated and would go a long way in protecting both locals and visitors alike.

Thank you for your continued support of the City of Destin and its residents.

Should you have any further questions or concerns, please do not hesitate to contact me either via e-mail ljones@cityofdestin.com or phone (850)-837-4242.

Sincerely,

Larry Jones
City Manager

Cc: David Prichard, Community Development Director
Kimberly Kopp, City Attorney (via email)
City of Destin Planning Division (via email)

ITEM # 2025-1157

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: October 6, 2025
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 3.A.

TO: City Council

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

FROM:

DATE: 10/2/2025

SUBJECT: Service Agreement with Panhandle Animal Welfare Society (PAWS)

I. BACKGROUND: The Panhandle Animal Welfare Society (PAWS) has provided animal control services to the City of Destin for more than 15 years. The most recent agreement, covering January 1, 2024, through December 31, 2024, was approved by Council in the amount of $69,655, based on a per capita rate of $5 for a population of 13,931.

When PAWS announced rate changes for local governments beginning in 2025, city staff coordinated with Fort Walton Beach, Niceville, and Okaloosa County to review service options. Following these discussions, the annual contract was negotiated and approved at $92,761.50, based on a per capita rate of $6.50 for Destin's population of 14,271. This rate matches the recent agreement between Okaloosa County and PAWS.

The contract will be billed monthly, with payments of $7,730.12 due upon receipt of invoices and corresponding activity reports.

II. DISCUSSION: The PAWS contract is a recurring line item in the City of Destin's annual budget for animal control services. For FY2026, the approved contract amount is $92,761.50.

A. Link to Strategic Goals / Objectives: Level of service will remain the same.
B. Effect on Budget (EOB): Council adopted $85,000 for contracted animal control services for FY 2026. If council chooses to approve this contract with PAWS in the amount of $92,761.50, we then Council will also need to approve a Budget Amendment to appropriate $7,61.50 from General Fund Balance. The recommended Budget Amendment is attached.

Budget Impact	001.5620.534000 GF-AnimalControl-Contracted Svc
FY 26 Adopted Budget	$ 85,000
FY 2026 Amendment	7,762
Revised Budget	92,762
Previous Expenses/Encumbrances	-
Available Program Budget	92,762
This Agreement +(-)	(92,762)
FY 26 Remaining Program Budget	$ 1

C. Level of Service (LOS): This negotiated contract will allow for continued animal control services for the City.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: Animal control is an integral service provided for the residents of Destin. This contract is in alignment with the per capita cost for Okaloosa County ($6.50 per capita).

IV. RECOMMENDED MOTION: I move to accept the FY2026 Service Agreement with Panhandle Animal Welfare Society (PAWS) and authorize the City Manager to execute the contract accordingly, and to adopt the recommended Budget Amendment to appropriate adequate funds from the General Fund Balance for FY 2026.

Attachments:

1. PAWS Service Agreement FY26
2. PAWS 2024 Contract_signed
3. 2025 1006 PAWS Budget Amendment

CONTRACT FOR SERVICES

October __, 2025 – September 30, 2026

THIS CONTRACT is made and entered into this 1st day of **October, 2025** between **PANHANDLE ANIMAL WELFARE SOCIETY, INC.** ("PAWS") and **CITY OF DESTIN, FLORIDA** ("Destin").

Witness:

WHEREAS, the parties do agree that the purpose of this contract is establish PAWS as the administrative and enforcement agency for any Okaloosa County Animal Control Ordinances, Destin Ordinances, and applicable Florida statutes pertaining to animals;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

1. Destin shall pay the annual sum of **$92,761.50** by Fiscal Year to be disbursed in monthly payments of **$7,730.12**. Such annual amounts are based on a per capita ($6.50 and population of 14,271) division of costs among local governments which contract for PAWS services. Payment shall be made upon receipt of a monthly statement submitted by PAWS to Destin.

2. PAWS shall not be responsible for the removal of dead animals on public property or public right-of-way. Dead animals on private property may be picked up for a fee as determined by PAWS, after the fee has been paid by the owner of the animal or the owner of the property.

3. PAWS shall enforce all applicable Okaloosa County ordinances, Destin ordinances and Florida statutes relating to animal control, including the following duties and responsibilities.

4. Provide appropriately equipped, certified Animal Control Officers during the normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, to enforce the ordinances of Okaloosa County and Florida Statutes. Operations shall be via demand/response system which prioritizes incoming animal control demands for services from citizens, and dispatches calls to Animal Control Offices in the field. Officers shall respond to citizen requests for assistance and, when not actively engaged in answering dispatched calls, shall perform routine patrolling of the service area.

5. Issue citations against and/or impound animals determined to be in violation of applicable Okaloosa County ordinances, Destin ordinances, and/or Florida Statutes; manage the investigation and prosecution of cruelty, abuse, neglect and abandonment cases, including the designation and supervision of dogs classified pursuant to Florida's "Dangerous Dog" statutes.

6. Provide adequate food, shelter and emergency care as necessary for all impounded animals and stray animals apprehended in the field or surrendered at the PAWS shelter until placed or otherwise humanely destroyed according to law.

7. Maintain suitable office hours at the PAWS animal shelter for the purpose of transacting business in connection with the duties under this contract, including, but not limited to, receiving stray or owner surrendered animals and handling transactions for the redemption or impounded and stray animals.

8. House each impounded and stray animal for the period of time specified by applicable Okaloosa County ordinances, Destin ordinances and/or Florida Statutes, and quarantine bite cases pursuant to a cooperative agreement with the Okaloosa County Health Department.

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9. An Animal Control Officer shall remain on-call after hours to respond to emergencies involving injured animals; vicious animals that have bitten or inflicted an injury to a person or other animal; cruelty cases; and other situations reasonably considered to constitute a physical threat to humans or animals.

10. PAWS shall maintain accurate and detailed records of all stray, impounded, or owner-released animals coming into its custody, including dispositions; records of all bite cases and reports of investigations; and detailed financial records of all fines and impound fees. These records shall be open for inspection during normal business hours to persons designated by Destin to review them. In addition, PAWS shall provide to Destin a monthly animal control activity summary.

11. PAWS shall initiate and maintain a program of public education concerning animal-related laws; and promoting responsible pet ownership.

12. PAWS shall assist any Destin-designated agency or group of volunteers on special tasks, such as responding to dog packs and other animal-related situations. To the extent practicable, requirements for such assistance shall be communicated by Destin to PAWS in advance, either in writing or verbally, to permit rescheduling of work assignments.

13. As a matter of convenience to private citizens, PAWS may provide pet euthanasia service for medical reasons and disposal of remains, for a reasonable fee to be determined by PAWS.

14. This contract is for the performance period October 1, 2025 through September 30, 2026 and shall remain in force for a period of **12 months**, contingent upon the annual appropriation by Destin of legally available funds for the purpose set forth in this Contract. Both parties shall have the right to terminate this agreement in their absolute discretion at any time by giving the other party written notice of at least 30 days prior to the effective termination date.

    a. Either party may terminate this agreement without cause by providing the other party with written notice of termination at least sixty (60) days prior to the date of termination. PAWS shall only be entitled to expenses and costs as set forth in this Agreement through the date of the termination.

15. Venue: The location for litigating any and all claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be exclusively in Okaloosa County, Florida and nowhere else.

16. Jury Trial Waiver: **PAWS AND DESTIN AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRETATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.**

17. Public Records: PAWS shall comply with Florida Public Records Laws, specifically to:

    (a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.

    (b) Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all the requirements for maintaining public records and transfer, at no cost, to the City of Destin all public records in possession of PAWS upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a form that is compatible with the information technology systems of the City of Destin.

IN WITNESS WHEREOF, the parties have hereunto executed this Contract on this 1st day of October 2025.

CITY OF DESTIN

By:_____
Larry Jones, City Manager

PANHANDLE ANIMAL WELFARE SOCIETY, INC.

By: Tracey Kinsley
Tracey Kinsley, Executive Director

The form of this Agreement has been Approved for legal sufficiency for the City of Destin, only.

_____
Kimberly Romano Kopp, City Attorney

CONTRACT FOR SERVICES

January 1st, 2024 — December 31, 2024

THIS CONTRACT made and entered into this 1st day of January 2024 between the Panhandle Animal Welfare Society, Inc., (hereinafter referred to as "PAWS") and CITY OF DESTIN, FLORIDA (hereinafter referred to as "DESTIN").

Witness:

WHEREAS, the parties do agree that the purpose of this contract is to establish PAWS as the administrative and enforcement agency for any Okaloosa County Animal Control Ordinances, DESTIN Ordinances and applicable Florida statutes pertaining to animals;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, the parties hereto agree as follows:

1. DESTIN will pay the annual sum of $69,655.00 by Fiscal Year to be disbursed in monthly payments of $5,804.58. Such annual amounts are based on a per capita (13,931) division of costs among local governments which contract for PAWS services. Payment shall be made upon receipt of a monthly statement submitted by PAWS to DESTIN.

2. PAWS shall not be responsible for the removal of dead animals on public property or public right of way. Dead animals on private property may be picked up for a fee as determined by PAWS, after the fee has been paid by the owner of the animal or the owner of the property.

3. PAWS will enforce all applicable Okaloosa County ordinances, DESTIN Ordinances and Florida statutes relating to animal control, including the following duties and responsibilities:

4. Provide appropriate equipped, certified Animal Control Officers during the normal business hours of 8:00A.M to 5:00 P.M. Monday through Friday to enforce the ordinances of Okaloosa County and Florida statutes. Operations will be via demand / response system which prioritize incoming animal control demands for services from citizens, and dispatches calls to Animal Control Offices in the field. Officers will respond to citizen request for assistance, and, when not actively engaged in answering dispatched calls, will perform routine patrolling of the service area.

5. Issue citations against and / or impound animals determined to be in violation of applicable Okaloosa County ordinances, DESTIN Ordinances and Florida statutes; manage the investigation and prosecution of cruelty, abuse, neglect and abandonment cases, including the designation and supervision of dogs classified pursuant to Florida's "Dangerous Dog" statutes.

6. Provide adequate food, shelter and emergency care as necessary for all impounded animals and stray animals apprehended in the field or surrendered at the PAWS shelter until placed or otherwise humanely destroyed according to law.

7. Maintain suitable office hours at the PAWS animal shelter for the purpose of transacting business in connection with the duties under this contract, including, but not limited to, receiving stray or owner surrendered animals and handling transactions for the redemption or impounded and stray animals.

8. House each impounded and stray animal for the period of time specified by applicable Okaloosa County ordinances, DESTIN Ordinances and Florida statutes, and quarantine bite cases pursuant to a cooperative agreement with the County Health Department.

9. An Animal Control Officer will remain on-call after hours to respond to emergencies involving injured animals; vicious animals that have bitten or inflicted an injury on a person or other animal; cruelty cases; and other situations reasonably considered to constitute a physical threat to humans or animals.

10. PAWS will maintain accurate and detailed records of all stray, impounded or owner released animals coming into its custody including dispositions; records of all bite cases and reports of investigations; and detailed financial records of all fines and impound fees. These records shall be open for inspection during normal business hours to persons designated by DESTIN to review them. In addition, PAWS shall provide to DESTIN a monthly animal control activity summary.

11. PAWS will initiate and maintain a program of public education concerning animal related laws; and promoting responsible pet ownership.

12. PAWS will assist any DESTIN-designated agency or group of volunteers on special tasks, such as responding to dog packs, emergency management, and other animal-related situations. Requirements for such assistance will be communicated by DESTIN to PAWS in advance, either in writing or verbally, to permit rescheduling of work assignments.

13. As a matter of convenience to private citizens, PAWS may provide pet euthanasia service for medical reasons and disposal of remains, for a reasonable fee determined by PAWS.

14. This contract is for the performance period January 1, 2024 through December 31, 2024 and shall remain in force for a period of 14 months, contingent upon the annual appropriation by DESTIN of legally available funds for the purpose set forth in this Contract. Both parties shall have the right to terminate this agreement in this absolute discretion at any time by giving the other party written notice at least 30 days prior to the effective termination date.

15. Venue: The location for litigating any and all claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be exclusively in Okaloosa County, Florida and nowhere else.

16. Jury Trial Waiver: PAWS AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY
JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND

FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

17. Public Records. PAWS shall comply with Florida Public Records Laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 1 1 9, Florida Statutes or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of PAWS upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

IN WITNESS WHEREOF, the parties have hereunto executed this contract this _____day of January 2024.

Witness:

City Of Destin

1/24/2024

City Manager

Witness:

Panhandle Animal Welfare Society

Executive Director

CITY OF DESTIN Budget Amendment Form

Fiscal Year: 2026 **Posted Date:** _____

Fund	Department	GL Account String	Project/Grant#	Current Remaining Budget	Requested Increase/ (Decrease)	Revised Budget
001 General Fund	5620 Animal Control	001.5620.534000 Other Contracted Svcs		$ 85,000.00	$ 7,761.50	$ 92,761.50
001 General Fund	3000 Non-Departmental	001.3000.395000 Appropriate Fund Balance		$ 185,774.75	$ 7,761.50	$ 193,536.25

Purpose: The July 2025 estimate for Animal Control (PAWS) was $85,000. We need to increase if Council chooses to approve the contract provided at the Regular Council Meeting of October 6, 2025.

Created by/Date: KS 10/02/2025

Entered by/Date: _____

Approved by/Date: _____

ITEM # 2025-1153

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: October 6, 2025
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 3.B.

TO: City Council

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

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

DATE: October 1, 2025

SUBJECT: Food for Thought Lease Amendment

I. BACKGROUND: The City Council discussed the Lease with Food for Thought at its regular City Council meeting of September 15, 2025. Councilmember Trammell moved to extend the lease agreement for Food for Thought under the same terms and conditions through March 1, 2030. The motion was seconded by Councilmember Hebert and passed 7-0. As such, the proposed lease amendment is attached to this agenda for City Council approval.

II. DISCUSSION: Food For Thought is a non profit organization that endeavors to bridge the meal gap in the lives of food-insecure children and empower them to get the most out of their education. Because students attending school after missing multiple meals do not learn or develop at the same rate as their peers, the goal at Food for Thought is to provide year-round services to take students from K-12 without the fear, stress, and illness related to childhood hunger.

The City and Food for Thought entered into that certain Lease Agreement dated March 17, 2020 ("**Lease Agreement**") to allow Food for Thought to lease the premises located at 908 Airport Road in order to provide such services to residents of the City of Destin and Okaloosa County. At this time, based on the Council's motion at the September 15, 2025 City Council meeting, the City and Food for Thought desire to extend the Lease Agreement as follows:

Extension of Lease Term. The Lease Agreement is hereby amended to extend the

term of the Lease through March 1, 2030.

Terms and Conditions of Lease Agreement: All terms and conditions of the Lease Agreement dated March 17, 2020 remain in full force and effect, except to the extent of conflict with this Amendment.

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

III. CONCLUSION: The City Attorney and City Manager have prepared the requested Lease Amendment, as directed by Council.

IV. RECOMMENDED MOTION: I move to approve the amendment extending Food for Thought's lease of the City property at 908 Airport Road through March 1, 2030, as presented.

Attachments:

1. Food for Thought 2025 Lease Amendment 10.6.25
2. Food For Thought Letter
3. Food for Thought Lease 2020 (1)

AMENDMENT TO LEASE AGREEMENT FOR 908 AIRPORT ROAD BETWEEN THE CITY OF DESTIN AND FOOD FOR THOUGHT

This **Amendment** to Lease Agreement is made effective this 6TH day of October, 2025, ("**Effective Date**") by and between the CITY OF DESTIN, hereinafter called "**City"**, and FOOD FOR THOUGHT OUTREACH, INC., a Florida nonprofit corporation (hereinafter referred to as "**Food for Thought**" or "**Lessee**").

WHEREAS, Food For Thought endeavors to bridge the meal gap in the lives of food-insecure children and empower them to get the most out of their education; and

WHEREAS, it is recognized that students attending school after missing multiple meals do not learn or develop at the same rate as their peers, and the goal at Food for Thought is to provide year-round services to take students from K-12 without the fear, stress, and illness related to childhood hunger; and

WHEREAS, the City and Food for Thought entered into that certain Lease Agreement dated March 17, 2020 ("**Lease Agreement**") to allow Food for Thought to lease the premises located at 908 Airport Road in order to provide such services to residents of the City of Destin and Okaloosa County; and

WHEREAS, the City and Food for Thought desire to extend the Lease Agreement under the same terms, except that the term of the Lease Agreement shall be extended through March 1, 2030 pursuant to this Amendment to Lease Agreement ("**Amendment**"); and

WHEREAS, the City Council has determined that this Amendment is in the best interests of the public health, safety and welfare.

Now therefore, the Lease Agreement is amended as follows:

1. **Extension of Lease Term**. The Lease Agreement is hereby amended to extend the term of the Lease through March 1, 2030.

2. **Terms and Conditions of Lease Agreement:** All terms and conditions of the Lease Agreement dated March 17, 2020 remain in full force and effect, except to the extent of conflict with this Amendment.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year first written above.

LESSEE
FOOD FOR THOUGHT OUTREACH, INC.

_____
By:
(NAME, TITLE)

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged, sworn to and subscribed before me, the undersigned, by either _____ physical presence or _____ online notarization this ____ day of October, 2025, by _____(name),_____(title).

_____
(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)
Personally Known OR Produced Identification
Type of Identification Produced

CITY OF DESTIN

_____
By: Larry Jones, City Manager

ATTEST:

_____
Rey Bailey, City Clerk

Approved as to form for the City of Destin,
Only:

_____
Kimberly Romano Kopp, City Attorney

908 Airport Road, Destin, Florida
support@fftfl.org ▪ www.fftfl.org

5 September 2025

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

Destin City Council Members,

On behalf of the Board of Directors at Food For Thought, we would like to exercise our option per our lease agreement to extend the term of the Agreement. This would extend our lease through March 1st, 2030, at the same terms and conditions.

We recognize that we missed the expressed deadline to extend our lease terms in March of 2025. This facility is critical to our programs serving food-insecure children in Okaloosa County, and we respectfully request this extension with that mission in mind.

This year, Food For Thought is providing service to over 3,500 children across 35 schools in Okaloosa and Walton Counties. Within Okaloosa County, the organization serves over 1,700 food-insecure children year-round with the help of our donors and volunteers.

The work Food For Thought does is critically important to food-insecure students and their families, and your support is essential to our continued growth.

On behalf of the children we serve, thank you.

Sincerely,

Tiffanie M Nelson

Founder & CEO
Food For Thought Outreach

LEASE AGREEMENT

STATE OF FLORIDA
COUNTY OF OKALOOSA

This Agreement made and entered into this 11 day of March, 2020 by and between the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, a Florida municipal corporation (hereafter referred to as "City" or "Lessor") and Food for Thought Outreach, Inc. a Florida non-profit corporation (hereafter referred to as "Food for Thought" or "Lessee").

Section 1. Description. City hereby leases to Food for Thought and Food for Thought hires from City the premises located at 908 Airport Road and which is more particularly described in Exhibit "A" attached hereto (Property Tax Identification Number: 00-2S-0000-0050-0020).

Section 2. Term. The initial term of this Agreement shall commence on March 16, 2020 (hereinafter referred to as the "effective date") and shall remain in effect for a term of five (5) years from the effective date. The term of this Agreement is subject to the option to renew in Section 3 and to sooner termination as provided below.

Section 3. Option to Renew. Food for Thought shall have one option to renew this Agreement for an additional five (5) years after the termination of the initial term, provided that at a time no later than thirty (30) days prior to the expiration of the then-existing term of this Agreement Food for Thought serves a written notice to City of its desire to extend the term of the Agreement at the same terms and conditions. The option to renew is, and shall remain, subject to the provisions of Section 22 of this Agreement, concerning termination by City.

Section 4. Holdover. If Food for Thought holds over after the expiration of the term of this Agreement with the express or implied consent of City, the holding over shall be deemed to be month-to-month tenancy and otherwise subject to the terms of this Agreement. This section is subject to the option to renew in Section 3.

Section 5. Rent. Food for Thought shall pay to the City as, and for rent, the sum of One Dollar ($1.00) per year, which shall be payable annually in advance for the term of this Agreement.

Section 6. Condition of Premises. Taking possession of the premises by Food for Thought shall constitute acknowledgement that the lease premises are in acceptable condition.

Section 7. Use of Premises. Use of the lease premises shall be restricted to the Food for Thought. As a pre—requisite and condition of this Agreement, Food for Thought shall continue its not-for-profit charter and purposes, and shall, in the reasonable discretion of the City Council, continue to actively serve the community goals and purposes which it fulfills at the effective date of this Agreement.

Section 8. Prohibition of Assignment or Sublease. Food for Thought may not assign any right, privilege, or license conferred by this Agreement; nor may Food for Thought sublet or encumber any part of the lease premises without first obtaining the written consent of City. Food for Thought shall not assign or transfer this Agreement, or any interest herein, without prior written consent of City, and consent to an assignment shall not be deemed to be consent to any subsequent assignment. Any such assignment without such consent shall be void and shall, not be deemed to be consent to any subsequent assignment. Any such assignment without such consent shall be void and shall, at the option of City, terminate this Agreement.

Section 9. Premises Maintenance. Food for Thought shall, throughout the term of this Agreement, at its own costs, and without expense to City, keep and maintain the lease premises, excluding grounds

maintenance including all buildings and improvements of every kind that may be a part thereof, and all appurtenances thereto in good, sanitary, and neat order, condition and repair. Food for Thought shall be obligated to make any repairs, replacements, or renewals of any kind, nature, or description whatsoever to the demised premises of any buildings or improvements thereon. Food for Thought shall also comply with and abide by all federal, state, county, municipal, and other government statutes, ordinances, laws and regulations affecting the premises, the improvements thereon or any activity or condition on or in such premises. Food for Thought shall fully and promptly pay for all water, sewer, gas, electricity, telephone service, and other public utilities of every kind furnished to the premises throughout the term hereof, and all other costs and expenses of every kind whatsoever or in connection with the use, operation and maintenance of the lease premises and all Food for Thought activities conducted thereon.

Section 10. Approval for Alterations Required. No alterations or additions of any character shall be made on or to the lease premises by Food for Thought without obtaining the prior written consent of City. If alterations or additions are made, they shall be made at the sole expense of Food for Thought, who shall agree to hold City harmless for such alterations or additions. Commencement of any improvement which requires a development or building permit without same shall be cause for termination of this Agreement.

Section 11. Signs; Identification. Food for Thought shall not erect any sign on or at the lease premises or at the exterior of the premise property without obtaining the advance written approval of City.

Section 12. Licenses and Permits. Food for Thought shall obtain and pay for all permits or licenses that may be required for use and operation of the lease premises.

Section 13. Improvements as Property of City. All alterations and additions to the lease premises shall remain on the premises and become the property of City on the termination of this Agreement.

Section 14. Partial Destruction of Premises. If at any time during the term of this Agreement the lease premises are damaged by fire, act of nature, or other cause beyond the control of Food for Thought, to the extent that continued use of the lease premises is unfeasible, Food for Thought may, on written notice to City delivered within thirty(30) days after the damage has occurred, terminate this Agreement without any liability of Food for Thought to City. If Food for Thought does not elect to terminate this Agreement, City shall, with due diligence, restore the lease premises to operative condition, but City shall not be obligated under this provision to expend on such restoration more than the proceeds of any insurance received by it on account of the damage.

Section 15. Duty to Keep Premises Free of Liens and Mortgages. Food for Thought shall keep all of the lease premises and every part thereof and all buildings and other improvements at any time located City of Destin/Food for Thought Outreach Lease Page 2 thereon free and clear of any and all mortgages, mechanics', materialman' s, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Food for Thought, any alteration, improvement, or repairs or additions which Food for Thought may make or permit or cause to be made, or any work or construction, by, for, or permitted by Food for Thought on or about the premises, or any obligations of any kind incurred by Food for Thought. Food for Thought shall at all times promptly and fully pay and discharge any and all claims on which any such lien may or could be based, and shall indemnify City and all of the premises and all the buildings and improvements thereon against written notice no less than 30 days in advance of the commencement of any construction, alteration, addition, improvement, or repair so City may post appropriate notice of City' s non-responsibility.

If Food for Thought desires to contest any such lien or mortgage, it shall notify City of its intention to do so within 20 days after the filing of such lien. In such case, and provided that Food for Thought shall on demand protect City by a good and sufficient surety bond against any such lien and any cost, liability, or damage arising out of the validity thereof, within which time Food for Thought shall satisfy and discharge such lien to the extent held valid. However, the satisfaction and discharge of any such lien shall not, in any

case, be delayed until execution is had on any judgment rendered thereon, and such delay shall be a default of Food for Thought hereunder. In the event of any such contest, Food for Thought shall protect and indemnify City against all loss, expense, and damage resulting therefrom.

Section 16. Insurance. The City shall keep all improvements that are now a part of the premises insured against loss or damage by fire or other accidental loss and the extended coverage hazards for not less than the appraisal value of the property, at all times during the term of this Agreement. The Food for Thought shall maintain coverage for all contents located within the structure and a general liability policy in an amount not less than one million dollars($ 1, 000,000) and shall furnish City with certificates of insurance naming the City as additionally insured. Both Food for Thought' s content policy and general liability policy shall be at the sole expense of the Food for Thought. Any loss or adjustment or changes in coverage requirements shall require the written consent of both City and Food for Thought.

All of the policies of insurance referred to in this section shall be written in form satisfactory to City and by insurance companies satisfactory to City. Food for Thought shall pay all the applicable premiums therefore and deliver such policies or certificates thereof, to City and in the event of failure of Food for Thought, either to effect such insurance in the names herein called for or to pay the premiums therefore or to deliver such policies, or the certificates thereof, to City, City shall be entitled, but shall have no obligation, to affect such insurance and pay the premiums therefore, which premiums shall be repayable to City. Failure to repay the same shall be considered default. Each insurer mentioned in this section shall agree, by endorsement on the policy or policies issued by it, or by independent instrument furnished to City, that it will give to City 30 days' written notice before the policy or policies in question shall be altered or canceled. City agrees that it will not unreasonably withhold its approval as to the form or to the insurance companies selected by Food for Thought.

Section 17. Indemnification. Food for Thought covenants and agrees that it will indemnify and hold harmless the City and all its officers, agents and employees from any and all claims, losses, damages, costs, charges or expenses arising out of any act, action, neglect, or omission by Food for Thought during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which the City or said parties may be subject.

Section 18. Right of Entry. Under reasonable time and reasonable circumstances, the City shall have the right to enter and make inspection of the lease premises.

Section 19. Compliance with State and Local Laws. Food for Thought shall comply with applicable state and local laws governing the use and occupancy of the lease premises. Violation of state laws or the ordinances of the City of Destin or County of Okaloosa may be considered as cause for termination of this Agreement.

Section 20. Taxes. Food for Thought shall pay all taxes on personal property belonging to Food for Thought. Food for Thought shall promptly pay any sales taxes, ad valorem taxes or other assessments which may be imposed upon said property during the term of this Agreement.

Section 21. Deposit to Secure Performance. None required.

Section 22. Termination for Default. If in the judgment of the City the manner of operation of the Food for Thought or Food for Thought' s use of the lease premises does not meet the requirements of this Agreement, or if Food for Thought is in default of any term of this Agreement, City shall give Food for Thought a written notice specifying the particulars of the unsatisfactory performance or default. If Food for Thought fails or refuses to remedy the unsatisfactory performance or default within thirty(30) days after receipt by Food for Thought of the notice, City may terminate this Agreement. The decision of City on any such matter shall be final.

Section 23. Lease Premises on Termination. On the termination of this Agreement for any reason, City shall have full authority to re- enter and take full possession of the lease premises without the necessity of obtaining legal process. Upon reentry, City may remove all persons and property from the lease premises; and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of the Food for Thought. Food for Thought stipulates that City shall not be liable to prosecution or for damages for resuming possession of lease premises.

Section 24. Waiver of Breach. The waiver by City of or the failure of City to take action with respect to any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or subsequent breach of the same, or any other term, covenant, or condition therein contained. The subsequent acceptance of rent hereunder by City shall not be deemed to be a waiver of any such preceding breach by Food for Thought of any term, covenant, or condition of this Agreement, other than the failure of Food for Thought to pay the particular rental so accepted, regardless of City' s knowledge of such preceding breach at the time of such acceptance of such rent.

Section 25. Attorney' s Fees. In any dispute or action relating to this Agreement, each party shall be responsible for its own attorney' s fees.

Section 26. Each Provision Material Condition. Each term of this Agreement is material. A breach by Food for Thought of any one of the terms of this Agreement shall be considered to be a material breach of the entire Agreement and shall be grounds for the termination of the entire Agreement by City.

Section 27. Governing Law. All applicable local and state laws, rules, and regulations shall govern both the City and Food for Thought. The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall lie exclusively in Okaloosa County, Florida and nowhere else.

Section 28. Severability. If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Agreement shall be valid or enforceable to the fullest extent permitted by law.

Section 29. Sovereign Immunity. Nothing in this Agreement is intended to nor shall be construed to waive the City' s rights and immunities under the Florida Constitution, Common law, or Florida Statutes § 768.28, as amended from time to time.

Section 30. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provision of this Agreement.

Section 31. Entire Agreement. This is the entire Agreement between the parties and any other amendments to this Agreement shall be made in writing.

Section 32. Binding of Successors. This Agreement shall bind the successors, assigns, and legal representatives of Food for Thought and of any legal entity that succeeds to the obligations of City.

Section 33. Agreement Not Recordable. Neither this Agreement nor any notice of it shall be recorded in any public records.

Section 34. Notices. All notices under the Agreement shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter, or to such other persons or addresses as may be designated by notice:

To City:
Lance A. Johnson, City Manager
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

To Food for Thought:
Tiffanie Nelson, Founder and Executive Director
174 Watercolor Way STE 103 # 286
Santa Rosa Beach, Florida 32459

Section 35. Reaffirmation of November 2, 2015 Lease Agreement. With the exception of the right to renew, which has been modified by this Agreement, the parties hereby reaffirm their rights and obligations pursuant to the November 2, 2015 Lease Agreement executed by and between the parties. A precondition to the terms of this Agreement taking full force and effect is that the parties shall fully comply with the terms of the November 2, 2015 Lease Agreement. If the parties do not fully comply with the terms of the November 2, 2015 Lease Agreement, then the non-breaching party may terminate this the November 2, 2015 Lease Agreement and this Agreement in its full and absolute discretion.

EXECUTED this day 26 of March, 2020

Witnesses:

Print Name: Lorraine Berish

Print Name: Karen Jankowski

LESSOR:
CITY OF DESTIN

Attest:

Rey Bailey, City Clerk

(SEAL)

Witnesses:

Print Name: Tiffanie Nelson

Print Name: Dinelle Putman

LESSEE:
FOOD FOR THOUGHT OUTREACH, INC.

By:

Title: Founder / CEO

Exhibit " A"

A parcel of land lying in Township 2 South, Range 22 West, Okaloosa County, Florida, being more particularly described as follows:

Commence at the southeast corner of Block 1- A, Kelly Homes Subdivision; as recorded in Plat Book 3, Page 32, of the public Records of Okaloosa County, Florida; thence go North 86° 32' 30" East, a distance of 49.89 feet to a point on the centerline of Main Street(100' R/ W); thence go South 03° 32' 00" East along said centerline, a distance of 31. 88 feet to a point of intersection with the centerline of Airport Road(100'

R/W); thence go South 83° 14' 30" East along the centerline of Airport Road, a distance of 439.54 feet; thence go South 03° 32' 00" East, a distance of 50.82 feet to the south right-of- way line of Airport Road; thence continue South 03° 32' 00" East, a distance of 215. 58 feet to the point of curvature of a curve concave to the east, having a radius of 100.00 feet and a central angle of 76° 22' 31"; thence go southeasterly along said curve an arc distance of 133. 30 feet to the point of tangency; thence go South 79° 54' 31" East, a distance of 111. 10 feet; thence go North 06° 43' 30" East, a distance of 300.53 feet to the south right-of-way line of Airport Road; thence go South 83° 14' 30" East along said south right-of-way line of Airport Road, a distance of 609.58 feet to the Point of Beginning; thence continue South 83° 14' 30" East along said south right-of-way line, a distance of 248.84 feet; thence go South 06° 45' 30" West, a distance of 140.00 feet; thence go North 83° 14' 30" West, a distance of 249. 10 feet; thence go North 06° 49' 40" East, a distance of 140.00 feet to the Point of Beginning.

Less and except the west 100 feet of the following described property:

A parcel of land lying in Township 2 South, Range 22 West, Okaloosa County, Florida, being more particularly described as follows:

Commence at the southeast corner of Block 1- A, Kelly Homes Subdivision; as recorded in Plat Book 3, Page 32, of the public Records of Okaloosa County, Florida; thence go North 86° 32' 30" East, a distance of49.89 feet to a point on the centerline of Main Street(100' R/ W); thence go South 03° 32' 00" East along said centerline, a distance of 31. 88 feet to a point of intersection with the centerline of Airport Road(100' R/W); thence go South 83° 14' 30" East along the centerline of Airport Road, a distance of 439.54 feet; thence go South 03° 32' 00" East, a distance of 50.82 feet to the south right-of-way line of Airport Road; thence continue South 03° 32' 00" East, a distance of 215. 58 feet to the point of curvature of a curve concave to the east, having a radius of 100.00 feet and a central angle of 76° 22' 31"; thence go southeasterly along said curve an arc distance of 133. 30 feet to the point of tangency; thence go South 79° 54' 31" East, a distance of 111. 10 feet; thence go North 06° 43' 30" East, a distance of 300.53 feet to the south right-of-way line of Airport Road; thence go South 83° 14' 30" East along said south right-of-way line of Airport Road, a distance of 609.58 feet to the Point of Beginning; thence continue South 83° 14' 30" East along said south right-of-way line, a distance of 248.84 feet; thence go South 06° 45' 30" West, a distance of 140.00 feet; thence go North 83° 14' 30" West, a distance of 249. 10 feet; thence go North 06° 49' 40" East, a distance of 140.00 feet to the Point of Beginning.

ITEM # 2025-1098

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: October 6, 2025
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.C.

TO: City Council

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

FROM: Kimberly Montgomery, Deputy City Clerk

DATE: September 15, 2025

SUBJECT: Request for Use of City Right-Of-Way for McGuire's Halloween Fun Run

I. BACKGROUND: McGuire's Irish Pub of Destin is requesting the use of the city right-of-way to hold their annual 5K/10K road race on October 25, 2025 starting at 9:00 a.m. All the required documentation has been provided. The Okaloosa County Sheriff's Office, Destin Fire Control District, and the Okaloosa County Emergency Medical Services are aware of the upcoming request. A map indicates the path of the race, and the Okaloosa County Sheriff's Posse will control the traffic where necessary, and race sponsors will maintain the traffic elsewhere and remove any debris left after the request.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

- Enhance Quality of Life.
- Enhance the City's Recreational Services.

B. Effect on Budget (EOB): The City of Destin shall not incur any expense or revenue as a result of this request.

C. Level of Service (LOS): There is no staff requirement for this request.

D. Legislative Sponsor:

E. Business Impact Statement:

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

IV. RECOMMENDED MOTION: I move to approve the McGuire's Irish Pub 5k/10k Halloween Fun Run request for use of City right-of-way on October 25, 2025.

Attachments:

1. McGuire's Irish Pub Halloween Run 2025

CHECKLIST FOR USE OF PUBLIC FACILITIES OR PROPERTY:

Name of Organization: McGuire's Irish Pub of Destin

Type of Event: Annual Halloween run

Date(s) of Event: 10-25-2025

Location of Event: McGuire's - 33 Harbor Blvd, Destin, FL 32541

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

2.* Hold Harmless **(Signed Original)** provided: Yes: ✓ ***This is required.*** Date on which provided: _____

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

4.** Local law enforcement services requested: Yes ✓ ***This is required.*** Law enforcement officer contacted: Joesph Jason Fulghum

5.** Destin Fire Control District contacted: Yes ✓ ***This is required.*** Person contacted: Matt Taylor

6.** Okaloosa County Emergency Medical Services contacted: Person contacted: Patrick Maddox Yes ✓ ***This is required***

7. Please provide map of race route(s).

8. Describe steps being taken to ensure removal of all directional arrows, signage, as well as trash left on City streets upon conclusion of the event: a crew follows the run & removes all signage and garbage

9. Please provide location & pertinent information regarding sufficient and approved event participant parking for the event: McGuire's Irish Pub & Pay to park lots adjacent to McGuire's

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

10. City Park Permit needed: Yes___ No ✓ If yes, please contact Lisa Firth at Destin Community Center @ 850-654-5184 to make arrangements to reserve the park.

11. Will the event be in a residential neighborhood and will there be excessive noise or light glare from the event? Yes & no excessive noise or

Tara V Sim III 9-9-25

(Requester's or Acting Agent's Signature)

HOLD HARMLESS AGREEMENT

McGUIRES IRISH PUB OF DESTIN INC, agrees to indemnify and hold harmless the City of Destin from any and all liability, defense costs, including attorney fees and all other fees incidental to defense, loss or damage the City of Destin may suffer as a result of claims, demands, costs or judgements against it arising

from MCGUIRES IRISH PUB OF DESTIN 28TH Halloween 5K / 10K RUN / WALK

to be held on _____.

In addition, OCTOBER 25 2025 agrees to provide the City of Destin a Certificate of Insurance naming the City as an Additional Insured reflecting general liability coverage of not less than $1,000,000.00

MCGUIRE IRISH PUB OF DESTIN INC
(Corporate Name)

Signature of President

WILLIAM MCGUIRE MARTIN
Please Print Name and President next to name

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 20 day of August 2025

by William Martin as President of McGuires Irish Pub of Destin.

Dawn Mgraves (Seal)
Signature of Person Taking Acknowledgement

Printed name of Person Taking Acknowledgement

DAWN M. GRAVES
NOTARY PUBLIC
MY COMMISSION
EXPIRES 9-21-2025
STATE OF FLORIDA
COMMISSION NUMBER HH 393409

Personally known ✓ or has produced identification _____

Type of Identification produced _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Insurance Management Group
9610 Lima Road, Suite 102
Fort Wayne IN 46818

CONTACT NAME: Tabitha Messersmith
PHONE (A/C, No, Ext): (260) 338-2434 **FAX (A/C, No):** (765) 664-0761
E-MAIL ADDRESS: tmessersmith@insmgt.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Granite State Insurance Company	23809
INSURER B : National Union Fire Insurance Company of Pittsburgh, PA	19445
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Road Runners Club of America/2025 and Its Member Clubs
100 W Jefferson St., Ste. 202
Falls Church VA 22046

COVERAGES **CERTIFICATE NUMBER:** 2025 $1M AI Liability **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Legal Liability [ ] Participant $1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: Per Event Basis			AIL0003450335101	12/31/2024	12/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Abuse and Molestation	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 5,000,000 $ 1,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY			AIL0003450335101	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Medical Professional Liability			AID0003450335801	12/31/2024	12/31/2025	Medical Expense AD & Specific Loss	$10,000 $2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Destin, FL is NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED.
DATE OF EVENT(S):10/25/25 McGuires Halloween Run 5k/10k run walk
INSURED RRCA CLUB/EVENT MEMBER: McGuire Irish Runners, Attn: Shay Adams, 600 E Gregory St,Pensacola, FL, 32502
Attached: KRGL56

CERTIFICATE HOLDER
10/25/25 City of Destin
4200 Indian Bayou Trail
Destin FL 32541

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

AUTHORIZED REPRESENTATIVE
Terry R. Dilley

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ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective 12:01 A.M.: 12/31/2024
Forms a part of Policy No.: AIL0003450335101

ADDITIONAL INSUREDS OWNERS AND/OR LESSORS OF PREMISES, SPONSORS OR CO-PROMOTERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person(s) or organization(s) of the types indicated by an "x" in any boxes shown below, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations; or
2. you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased, rented or loaned to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to an additional insured owner and/or lessor of premises, this insurance does not apply to:

1. An "occurrence" or offense which takes place after you cease to be a tenant in possession of the subject premises.
2. "Bodily injury" or "property damage" arising out of:
   a. Structural alterations, new construction or demolition operations performed by or on behalf of the owner and/or lessor of premises;
   b. Any design defect or structural maintenance of the premises; or
   c. Any premises defect.

B. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Schedule of Additional Insureds:

[X] Owners and/or Lessors of the premises leased, rented or loaned to you

[X] Sponsors

[X] Co-Promoters

[X] Any individual person(s) or organization(s) listed below:

Coaches, Officials and Volunteers are additional insureds but only while acting within the scope of their duties for the insured (others by request and endorsement, subject to underwriting approval).

All other terms and conditions of the policy remain the same.

___Scott Lunsford___
Authorized Representative

Fwd: McGuire's 2025 Halloween run

DFCD

Charlotte Ratikan <theratikans@gmail.com>

Mon 9/8/2025 4:24 PM

To:Pat Grantello <pat@mcguiremgt.net>;

Sent from my iPhone

Begin forwarded message:

From: Matt Taylor <mtaylor@destinfire.com>
Date: September 3, 2025 at 8:01:23 AM CDT
To: Charlotte Ratikan <theratikans@gmail.com>
Cc: Permits and Inspections Division <permits@cityofdestin.com>
Subject: RE: McGuire's 2025 Halloween run

Charlotte,

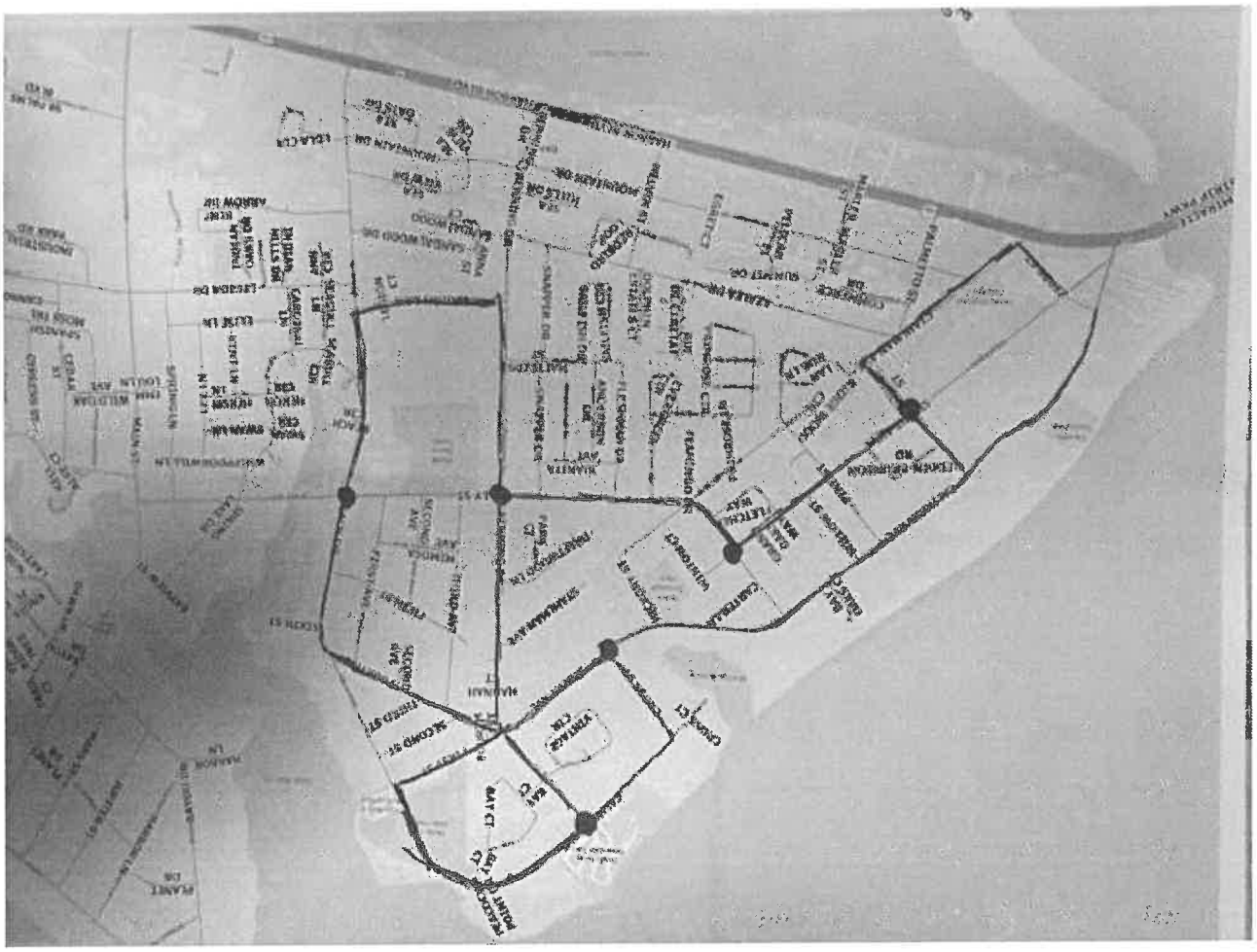
Thank you for notifying the Destin Fire Control District of the Annual McGuire's 5 and 10 k run on October 25, 2025, at 9 am. *The appropriate shift has been copied on this e-mail.*

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

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

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

Matt Taylor, Division Chief / Fire Marshal
Destin Fire Control District
Cell 850-685-3367
Office 850-837-8413



Sent from my iPhone

On Sep 2, 2025, at 6:40 AM, Matt Taylor <mtaylor@destinfire.com> wrote:

Can you please send me the route of the run?

Matt Taylor, Division Chief / Fire Marshal
Destin Fire Control District
Cell 850-685-3367
Office 850-837-8413

-----Original Message-----
From: Charlotte Ratikan <theratikans@gmail.com>
Sent: Monday, September 1, 2025 1:52 PM
To: Matt Taylor <MTaylor@destinfire.com>
Subject: McGuire's 2025 Halloween run

Hi,
This is to notify your department that McGuire's is having its annual 5 and 10 k run in October 25 at 9 am.
Would you please send the required approval for the city of Destin?
Thank you
Charlotte Ratikan

Fwd: McGuire's Halloween Run 2025

OC EMS

Charlotte Ratikan <theratikans@gmail.com>

Mon 9/8/2025 4:22 PM

To:Pat Grantello <pat@mcguiremgt.net>;

Sent from my iPhone

Begin forwarded message:

From: Charlotte Ratikan <theratikans@gmail.com>
Date: September 4, 2025 at 1:45:54 PM CDT
To: Patrick Maddox <pmaddox@myokaloosa.com>
Subject: Re: McGuire's Halloween Run 2025

Thank you
Charlotte
Sent from my iPhone

On Sep 4, 2025, at 1:33 PM, Patrick Maddox <pmaddox@myokaloosa.com> wrote:

Charlotte, once the S/O approves the plan, I have no further concerns.

Stay safe,

Patrick Maddox, LE CDR(R)
Director of Public Safety
Okaloosa County Board of County Commissioners
90 College Blvd E.
Niceville, Fl. 32578
(850) 651-7150
pmaddox@myokaloosa.com
<image001.jpg>
<image002.jpg>
<image003.png>

From: Charlotte Ratikan <theratikans@gmail.com>
Sent: Thursday, September 4, 2025 12:52 PM
To: Patrick Maddox <pmaddox@myokaloosa.com>
Subject: Re: McGuire's Halloween Run 2025

Hi
We are expecting around 1200 runners
I am including the map of the course with each intersection which will be closed by a barrier that we will remove as the runners pass

Each intersection will have someone wearing a vest that will direct the traffic
We will also have sheriff's deputies leading and at the end of the group of runners.
We also will have an emergency medical employee on the premises
Please let me know if I missed anything
Thank you
<image004.png>

Sent from my iPhone

On Sep 3, 2025, at 6:39 AM, Patrick Maddox <pmaddox@myokaloosa.com> wrote:

Good Morning Charlotte,

You will need to supply more information for the Sheriff's Office including the Safety Plan, number of runners, intersection crossings (if any) etc. I have included Destin's PIO and my EMS Chief as you requested. They will supply you with info for their AOR's. I will have no objection once the S/O is satisfied with your staffing and plan.

Stay safe,

Patrick Maddox, LE CDR(R)
Director of Public Safety
Okaloosa County Board of County Commissioners
90 College Blvd E.
Niceville, Fl. 32578
(850) 651-7150
pmaddox@myokaloosa.com
<jpeg-img-8d268475-45e9-41de-a209-6b0615915630.jpeg>
<jpeg-img-1a981ec9-fae3-4b7f-968c-baf6de051d14.jpeg>
<png-img-cf9a2b51-feb1-4d67-94f2-f64089f9a342.png>

From: Charlotte Ratikan <theratikans@gmail.com>
Sent: Wednesday, September 3, 2025 6:08:37 AM
To: Patrick Maddox <pmaddox@myokaloosa.com>
Subject: McGuire's Halloween Run 2025

Hi,
This is to notify your department that McGuire's is having its annual 5 and 10 k run in October 25 at 9 am.
Would you please send the required approval for the city of Destin?
We would like to have a medical emergency employee present during the race so if you could please send me the information.

Fwd: McGuire's Halloween run

OCSO

Charlotte Ratikan <theratikans@gmail.com>

Mon 9/8/2025 1:04 PM

To:Pat Grantello <pat@mcguiremgt.net>;

Sent from my iPhone

Begin forwarded message:

From: "Joseph J. Fulghum" <jfulghum@sheriff-okaloosa.org>
Date: September 8, 2025 at 1:47:05 PM CDT
To: Charlotte Ratikan <theratikans@gmail.com>
Subject: RE: McGuire's Halloween run

Your welcome.

Joseph Jason Fulghum
Captain, East District
Okaloosa County Sheriff's Office
4300 E. Legendary Dr. Suite 250
Destin, Fl 32541
(850)613-2208

From: Charlotte Ratikan <theratikans@gmail.com>
Sent: Monday, September 8, 2025 1:40 PM
To: Joseph J. Fulghum <jfulghum@sheriff-okaloosa.org>
Subject: Re: McGuire's Halloween run

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

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

Thank you very much for all your help.
Charlotte
Sent from my iPhone

On Sep 8, 2025, at 1:34 PM, Joseph J. Fulghum <jfulghum@sheriff-okaloosa.org> wrote:

Your run has been approved by the OCSO.

Joseph Jason Fulghum
Captain, East District
Okaloosa County Sheriff's Office
4300 E. Legendary Dr. Suite 250
Destin, Fl 32541
(850)613-2208

From: Brian M. Parkton <bparkton@sheriff-okaloosa.org>
Sent: Monday, September 8, 2025 11:36 AM
To: Joseph J. Fulghum <jfulghum@sheriff-okaloosa.org>
Cc: Tamra L. Cokonougher <tcokonougher@sheriff-okaloosa.org>
Subject: FW: McGuire's Halloween run

Looks good. Carbon copy of last year's model we approved with no changes. Posse will have lead and follow and a body at Cross St. Tami said she may have a couple extra bodies also for that day that can assist at race intersections.

Lieutenant Brian Parkton
Special Operations
Okaloosa County Sheriff's Office
50 2nd Street
Shalimar, Florida 32579
Office: 850-651-7400
bparkton@sheriff-okaloosa.org
<image001.png>
<image002.png>
<image003.png>
<image004.png>

<image005.png>

From: Charlotte Ratikan <theratikans@gmail.com>
Sent: Thursday, September 4, 2025 3:16 PM
To: Brian M. Parkton <bparkton@sheriff-okaloosa.org>
Subject: Re: McGuire's Halloween run

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

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

Hi,
The date is Saturday October 25 at 9 am
Yes the course is the same as last year with volunteers and a barrier at each intersection.
We also will have an EMT on the premises
Thank you
Charlotte
Sent from my iPhone

On Sep 4, 2025, at 2:34 PM, Brian M. Parkton <bparkton@sheriff-okaloosa.org> wrote:

Charlotte,
Attached is the map you provided for last year. Appears to be a carbon copy for what your intentions were for 2025. Just confirming X's will have volunteers. What were the anticipated dates for this year? I have also included Captain Cokonougher in this email who runs the Posse. They provided a lead and a follow last year and an additional vehicle at Cross Street for the event.

Lieutenant Brian Parkton
Special Operations
Okaloosa County Sheriff's Office
50 2nd Street
Shalimar, Florida 32579
Office: 850-651-7400
bparkton@sheriff-okaloosa.org
<image001.png>
<image002.png>
<image003.png>
<image004.png>

<image005.png>

From: Joseph J. Fulghum <jfulghum@sheriff-okaloosa.org>
Sent: Thursday, September 4, 2025 1:36 PM
To: Brian M. Parkton <bparkton@sheriff-okaloosa.org>
Subject: FW: McGuire's Halloween run

Take a look at this and let me know what you think

Joseph Jason Fulghum
Captain, East District
Okaloosa County Sheriff's Office
4300 E. Legendary Dr. Suite 250
Destin, Fl 32541
(850)613-2208

From: Charlotte Ratikan <theratikans@gmail.com>
Sent: Thursday, September 4, 2025 12:54 PM
To: Joseph J. Fulghum <jfulghum@sheriff-okaloosa.org>
Subject: McGuire's Halloween run

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

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

Hi
We are expecting around 1200 runners
I am including the map of the course with each intersection which will be closed by a barrier that we will remove as the runners pass
Each intersection will have someone wearing a vest that will direct the traffic
We will also have sheriff's deputies leading and at the end of the group of runners.
We also will have an emergency medical employee on the premises
Please let me know if I missed anything
<image0.png>

Sent from my iPhone
Please note that Florida has a broad records law. All work-related correspondence sent to or from this email address may be subject to public disclosure.
We are committed to upholding the Constitution of the United States and the laws of Florida with excellence and integrity. We strive to reduce crime while providing fair and equal treatment for all. We are honored to serve and protect.
<Run Traffic Coordinator Map.pdf>

Please note that Florida has a broad records law. All work-related correspondence sent to or from this email address may be subject to public disclosure.
We are committed to upholding the Constitution of the United States and the laws of Florida with excellence and integrity. We strive to reduce crime while providing fair and equal treatment for all. We are honored to serve and protect.
We are committed to upholding the Constitution of the United States and the laws of Florida with excellence and integrity. We strive to reduce crime while providing fair and equal treatment for all. We are honored to serve and protect.

PEACOCK POINT DR
BAY CT
CALHOUN AVE
BAY CT
BAY CT
FIRST ST
SECOND ST
THIRD ST
CROSS CT
CROSS ST
VINTAGE CIR
SIBERT AVE
HANNAH CT
FOURTH ST
SECOND AVE
SIXTH ST
BAY OAKS CT
CARTER LN
HICKORY ST
STAHLMAN AVE
THIRD AVE
FIFTH ST
FIRST AVE
WINTON CT
DRIFTWOOD LN
BENNING DR
MIMOSA AVE
SECOND AVE
BEACH DR
GRAND OAKS WAY
FLETCHER WAY
KELLY ST
CALHOUN AVE
WILLOW ST
PINE ST
REDDIN-BRUNSON RD
SIBERT AVE
FOREST ST
RIDGE WOOD CIR
LAN ROB LN
STAHLMAN AVE
PRIMROSE LN
FLAMINGO DR
EVERGREEN CIR
FLESHMAN DR
ANDERSON DR
JUANITA AVE
SNAPPER DR
MALTEZOS ST
PRIMROSE CIR
RUE DE ETRETAT
DOLPHIN ESTATES CT
SAILFISH DR
SAILFISH CIR
SNAPPER DR
LEGION DR
LEGION CT
BEACH CIR
SEAGULL CIR
SEAGULL LN
ANN CIR
ANNA ST
SANDALWOOD DR
SANDALWOOD CT
REDBIRD LOOP
BENNING DR
SEA HILLS DR
SEA VIEW DR
MOUNTAIN DR
SEA VIEW CIR
SEA OATS DR
LOLA CIR
HARBOR BLVD
MELVIN ST
MARLER ST
PELICAN PL
EGRET CT
PALMETTO ST
COMMERCE DR
AZALEA DR
SUMMIT DR
ZERBE ST
MIRACLE STRIP PKWY
GULF SHORE DR
PLANET DR
HARBOR LN
BAYOU DR
JUPITER ST
MARS ST
INDIAN TRL
OAK HARBOUR LN
INDIGO CIR
SONORA RD
MESA RD
MESA RD
TRAIL CT
PINE RIDGE TRCE
BAYOU DR
DAWN LN
KNOTS PL
CORD PL
CREST PL
NORTH LAKESIDE DR
BAYVIEW ST
SPRING LAKE DR
KELL AIRE CT
WHIPPOORWILL LN
MAIN ST
SWAN CIR
SWAN LN
HERON CIR
HERON LN
LEE LN
SPRING LN
EMM LOU LN
WILD OAK AVE
CEDAR ST
CYPRESS ST
HOLLY ST
JUNIPER ST
JUNIPER CT
KELL AIRE DR
GULF MIST CT
HARBOR WIND CT
MISTY CT
COURT DR
MISTY WAY COURT DR
KENT LN
CARDINAL LN
ELISE LN
SPANISH MOSS TRL
CANNON LN
LEGION DR
INDIAN HILLS DR
INDIAN OAKS DR
BENT ARROW DR
AIRPORT RD
INDUSTRIAL PARK RD
INDUSTRIAL PARK LN
TWIN LAKES LN
LIRIOPE LOOP
DEFIANCE DR
MATTIE M KELLY BLVD
98 PALMS BLVD
PALMS ST
Esri, HERE, Garmin, INCREMENT P, NGA, USGS

From: Kimberly Kopp
To: Kim Montgomery
Cc: Jamie Haynes; Rey Bailey; Sharon Gardner; Tamara Young
Subject: Re: McGuire"s Halloween Fun Run
Date: Friday, September 12, 2025 6:41:19 PM

Approved for legal.
Thanks,
Kim

> On Sep 12, 2025, at 4:27 PM, Kim Montgomery <kmontgomery@cityofdestin.com> wrote:
>
> Hello KK & Jamie,
>
> Please find attached the request for use of city right of way for McGuire's Halloween Fun Run. Everything seems to be in order. Please reply to this email with your approval so that I can get this on the next Council agenda for final approval.
>
> Thanks,
> -Kim
>
> **Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. **Please be aware, the associated cost for public records is $.15 per page for one-sided copies, $.20 for two-sided copies, and $28.00 per hour, after the first 15-minutes; for time spent on research.****
>
> "Please Note: Florida has a very broad public records law. Most written communications to or from the City of Destin officials are public records available to the public and media upon request. Your e-mail address and communications may therefore be subject to public disclosure."
> <McGuires Irish Pub Halloween Run 2025.pdf>

From:	Jamie Haynes
To:	Kim Montgomery; Kimberly Kopp
Cc:	Rey Bailey; Sharon Gardner; Tamara Young
Subject:	Re: McGuire"s Halloween Fun Run
Date:	Friday, September 12, 2025 6:37:57 PM

Approved from risk.

Get Outlook for iOS

From: Kim Montgomery <kmontgomery@cityofdestin.com>
Sent: Friday, September 12, 2025 3:27:00 PM
To: Kimberly Kopp <kkopp@romanokopplaw.com>; Jamie Haynes <jhaynes@cityofdestin.com>
Cc: Rey Bailey <rbailey@cityofdestin.com>; Sharon Gardner <sgardner@cityofdestin.com>; Tamara Young <tyoung@cityofdestin.com>
Subject: McGuire's Halloween Fun Run

Hello KK & Jamie,

Please find attached the request for use of city right of way for McGuire's Halloween Fun Run. Everything seems to be in order. Please reply to this email with your approval so that I can get this on the next Council agenda for final approval.

Thanks,
-Kim

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. **Please be aware, the associated cost for public records is $.15 per page for one-sided copies, $.20 for two-sided copies, and $28.00 per hour, after the first 15-minutes; for time spent on research.**

ITEM # 2025-1119

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: October 6, 2025
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.D.

TO: City Council

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

FROM: Wen Livingston, Library Director

DATE: 9/24/2025

SUBJECT: Approval of 2026 Okaloosa County Public Library Cooperative Agreement

I. BACKGROUND: The current Okaloosa County Public Library Cooperative (OCPLC) Interlocal Agreement will expire on December 31, 2025. It is now time to execute a new agreement that stipulates the amount of funding Okaloosa County will pay in FY2026 to extend municipal library services to all residents of Okaloosa County.

II. DISCUSSION: The OCPLC governing board has approved the attached Interlocal agreement, which will be brought before each Member City's Council for approval.
The Okaloosa County Board of Commissioners has approved a minimum of $932,121 for library services in fiscal year 2026. $625,804 is disbursed to the six-member libraries, and a minimum of $306,317 is budgeted for the cooperative office's shared services and administrative support functions. Each Member City will receive funds disbursed in accordance with the funding formula guidelines stipulated in the Interlocal Agreement.

A. Link to Strategic Goals / Objectives: County funding for the library supports the City's goal of providing its community with an **enhanced quality of life** through the availability of reading and audiovisual materials, as well as access to public computers, classes, and programs that promote lifelong learning.

B. Effect on Budget (EOB): The City of Destin will receive approximately $83,098 in revenue from Okaloosa County.

Finance Tracking:
001.0000.133201 Due from BoCC - Library Coop
001.0000.223201 County Unearned - Library Coop
001.3710.338001 General Fund-Library-LocalSharedRevenue

C. Level of Service (LOS): The County's contribution to the Destin

Library enriches the level of service to the community by increasing the purchasing power for materials and services that the library provides to patrons.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: The OCPLC Interlocal Agreement will allow us to continue providing excellent library services to our City and County residents.

IV. RECOMMENDED MOTION: I recommend that the City Council approve and authorize Mayor Bobby Wagner to sign the resolution and the new Okaloosa County Public Library Cooperative Interlocal Agreement.

Attachments:

1. FY2026 RESOLUTION OCPLC interlocal
2. OCPLC 2026 Library Interlocal Agreement
3. SIGN & RETURN DES signature page

RESOLUTION 20-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA; ACCEPTING AND ADOPTING THE 2026 INTERLOCAL AGREEMENT BETWEEN THE CITY OF DESTIN AND THE OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS AND THE MUNICIPALITIES OF CRESTVIEW, FORT WALTON BEACH, MARY ESTHER, NICEVILLE, AND VALPARAISO TO PROVIDE FREE LIBRARY SERVICES TO ALL THE RESIDENTS OF OKALOOSA COUNTY; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT FOR AND ON BEHALF OF THE CITY OF DESTIN AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 1999, the City of Destin joined the Okaloosa County Library Cooperative and embarked on a collection-sharing venture; and

WHEREAS Okaloosa County agreed to pay money to all municipal members for opening their libraries free of charge to unincorporated Okaloosa County residents and

WHEREAS the amount of funding can vary yearly; therefore, the Interlocal agreement must be adopted annually.

NOW, THEREFORE BE IT RESOLVED that the City of Destin, by and through its Council, formally accepts and adopts the 2026 Okaloosa County Public Library Cooperative Interlocal Agreement.

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

ADOPTED THIS 6th DAY OF OCTOBER 2025

By:

_____

Bobby Wagner, Mayor

ATTEST:

_____

Rey Bailey, City Clerk

Okaloosa County Public Library Cooperative
2026 Amended and Restated Interlocal Agreement

This Amended and Restated Interlocal Agreement ("Agreement") is entered into among Okaloosa County, hereinafter referred to as the "County," and the municipalities of Crestview, Destin, Fort Walton Beach, Mary Esther, Niceville, and Valparaiso, hereinafter referred to as the "Participating Municipalities," each a municipal corporation located in Okaloosa County, Florida.

WHEREAS, Section 163.01, Florida Statutes, provides that public agencies of the State of Florida may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately; and that a joint exercise of power by such agencies may be made by contract in the form of an interlocal agreement; and

WHEREAS, Section 125.01(f), Florida Statutes, authorizes the County to provide libraries and cultural facilities and programs; and

WHEREAS, Section 166.021(1), Florida Statutes, authorizes municipalities to render municipal services, and exercise any power for municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the County and the Participating Municipalities desire to cooperate in a countywide agreement to provide public library services without charge in Okaloosa County; and

WHEREAS, the County is an eligible political subdivision under Section 257.17, Florida Statutes, that can participate in the State Aid to Libraries Program and is designated as the single administrative unit that can designate a governing body for countywide library service.

NOW, THEREFORE, the parties agree as follows:

1. PURPOSE: The County and Participating Municipalities agree to cooperate, pursuant to the terms of this Agreement, in the operation of a countywide public library cooperative in Okaloosa County. In particular, it is the express purpose of the Agreement to provide for the coordination of library service throughout the service area of the Cooperative, as defined below; to provide for equal access to free (without charge) public library service in the Cooperative service area; and to formulate and implement consistent plans, programs, policies and procedures in the operation, maintenance and development of library service throughout the service areas of the participating entities.

2. DEFINITIONS:
   a) "Cooperative" shall mean the Okaloosa County Public Library Cooperative.
   b) "Cooperative Coordinator" shall mean the employee of Okaloosa County who administers Cooperative headquarters and coordinates Cooperative activities and who meets the

requirements and carries out the duties of the single administrative head as defined in 1B-2.011(3)(d), Florida Administrative Code.

c) "County" shall mean Okaloosa County, a political subdivision of the State of Florida.
d) "Crestview" shall mean the City of Crestview, a municipal corporation located in Okaloosa County, FL, that operates the Robert L. F. Sikes Public Library.
e) "Destin" shall mean the City of Destin, a municipal corporation located in Okaloosa County, FL, that operates the Destin Library.
f) "Directors Council" shall mean a council whose membership will include the library director of each participating library and other appointments as outlined in the Library Cooperative Bylaws.
g) "Fiscal Year" shall mean budget year October 1-September 30.
h) "Fixed Assets" is defined by the county as all property with value of $1,000 or more purchased under the equipment control account, as amended from time to time. Fixed Assets shall be in accordance with Board directives, Florida Statutes, and the Rules of the Auditor General.
i) "Fort Walton Beach" shall mean the City of Fort Walton Beach, a municipal corporation located in Okaloosa County, FL, that operates the Fort Walton Beach City Library.
j) "Governing Board" shall mean the governing body of the Okaloosa County Public Library Cooperative as empowered pursuant to the Agreement.
k) "Mary Esther" shall mean the City of Mary Esther, a municipal corporation located in Okaloosa County, FL, that operates the Mary Esther Public Library.
l) "Niceville" shall mean the City of Niceville, a municipal corporation located in Okaloosa County, FL, that operates the Niceville Public Library.
m) "Participating Governing Body" shall mean the governing body of Okaloosa County and the governing bodies responsible for the decision and policy making activities of Participating Libraries~~.~~
n) "Participating Library" shall mean any of the libraries or library services located within Okaloosa County that have entered into this Agreement.
o) "Service Area" shall mean all eligible residents of Okaloosa County
p) "Valparaiso" shall mean the City of Valparaiso, a municipal corporation located in Okaloosa County, FL, that operates the Valparaiso Community Library.

3. This Agreement shall constitute the entire agreement of parties hereto and of the Cooperative. There are no promises, representations, or warranties other than those set forth herein. This Agreement shall be binding upon the parties and successors in interest, in accordance with its terms. Modifications or amendments of the Agreement shall be binding and valid when submitted in writing and approved by each Participating Governing Body and by the Governing Board and executed on behalf of each Participating Governing Body and the Governing Board.

4. TERMS: The term of this Agreement shall commence and be effective on the date the last party signs the agreement or by January 1, 2026 whichever comes first, and shall end or be renewed for an additional year on December 31, 2026 unless terminated in accordance with the provisions of the Agreement or unless extended by supplemental Agreement subject to

renewal and revision. Recognizing the Agreement crosses two fiscal years (FY2026 and FY2027) but monetary allocation is distributed in FY2026, the allocation for FY2027 will be based upon future appropriation by Okaloosa County Board of County Commissioners.

5. WITHDRAWAL AND TERMINATION: Any Participating Governing Body may withdraw from the Cooperative established by the Agreement, and thereby terminate its rights and responsibilities under the Agreement. Section 7 governs Dispensation of Property and Equipment. Such termination and withdrawal shall be effective on the next succeeding December 31 and shall be accomplished by the giving of written notice of the withdrawal and termination to the Governing Board and to each Participating Governing Body on or before August 1 prior to the December 31 effective date of termination.

6. ADDITION OF NEW MEMBERS:
   a) Libraries: Any library within Okaloosa County may become a party to the Agreement and a member of the Cooperative that meets the following minimum standards.
      (1) Be administered by a governing board responsible for the decision and policy making activities of the Participating Library.
      (2) Be an established library with the physical facilities to securely house a library collection.
      (3) Have an annual budget of at least $100,000 as verified by the latest independent audit report and a continuous source of funding.
      (4) Submit a letter of intent for formal membership to the Cooperative Governing Board prior to May 1 of the current fiscal year and obtain approval by each Participating Governing Body and execution and delivery of a counterpart original of the Agreement (as then in force), prior to August 1 of the current fiscal year.
   b) Upon satisfaction of these conditions, the proposed new Participating Library shall become a party to the Agreement and a member of the Cooperative effective the next succeeding January 1, subject to all the provisions and obligations, and entitled to all the privileges and rights, accruing to all of the Participating Libraries under the Agreement.

7. DISPENSATION OF PROPERTY AND EQUIPMENT: Upon withdrawal or termination of the Agreement by any Participating Library (whether early termination or otherwise), all real property and equipment classified as fixed assets, as defined in this agreement, purchased with federal funds by the Cooperative belongs to the Cooperative and reverts to the Florida Department of State, Division of Library and Information Services (State Library) if the Cooperative ceases to exist. That library will be given a copy of its Marc Records in its current format at the time of termination. If the terminating library requests its records to be expunged from the Cooperative database, it will be done at the terminating library's expense. Materials and equipment purchased with local or grant funds other than federal Library Services and Technology Act grant funds, whether funds of a municipality or the County, shall remain the property of the Participating Library for which they were purchased, except in the case of any subsequent agreement or amendment to this Agreement.

8. GOVERNING BOARD: The name of the Governing Board shall be Okaloosa County Public

Library Cooperative Board hereinafter called the Governing Board. Each Participating Governing Body that operates a Participating Library shall appoint one member to the Governing Board; the County shall appoint one member to represent the unincorporated area of the county. Appointed representatives must be publicly elected officials with voting privileges in their respective municipal governances. Each Participating Governing Body shall designate at least one alternate representative to act on its behalf during any absence. The office of Chair shall be assigned to the member representing the County. The Cooperative Coordinator shall be the staff liaison to the board. Board members will not be paid a salary or wages but may be reimbursed for travel and per diem expenses in accordance with section 112.061, Florida Statutes. The Governing Board serves as the governing body for the Cooperative and has the following powers, duties and responsibilities:

a) Make recommendations regarding the operations of the Cooperative.
b) Establish Bylaws.
c) Hold six or more public meetings per year.
d) Accept for submission to the State a long-range plan and annual plans of service which are developed by the Cooperative Coordinator and the Library Directors' Council to describe goals, objectives and activities of the Participating Libraries and the Participating Governing Bodies.
e) Contract with the County to provide essential support services for the Cooperative, including the delegation of the County to receive and disburse funds from the County, from state and federal grant sources, and from private donations, foundations, or other sources on the Cooperative's behalf.

9. STAFFING: The Cooperative Coordinator shall be hired by the County and shall have the following minimal qualifications: a Master's degree in Library Science from an American Library Association accredited university or college followed by two years of successful, full-time paid library experience in a public library open at least 40 hours a week. Cooperative staff members are employees of Okaloosa County, and their compensation and benefits will be in accordance with County policy. The staff position of Library Administrative Specialist provides marketing, technology and training support to member libraries, maintains the OCPLC office, and assists the Coordinator in activities as directed. The Cooperative Coordinator, shall interview, select, supervise and recommend discharge of staff for the office of the Cooperative in accordance with established County policies. All paid staff of the Participating Libraries shall remain employees of the Participating Governing Bodies that operate each library and the Participating Governing Bodies shall retain all rights, responsibilities and powers associated with employment of staff.

10. POWERS, DUTIES AND RESPONSIBILITIES OF THE COOPERATIVE COORDINATOR: The Coordinator shall report to the Board regarding administration of the Cooperative and implementation of policies, procedures and programs. The following activities, as a minimum, shall be carried out by the Coordinator for all Participating Libraries with guidance from the Governing Board and the Directors Council: coordinate development of a single long-range plan for the Cooperative; coordinate development of a single annual plan of service; compile

an annual combined expenditure report for application for State Aid by OCPLC, combining all Participating Libraries' expenditures, and the Cooperative's expenditures including any state or federal grants; implement the Cooperative long-range plan, annual plan of service, and annual budget; and prepare reports on behalf of the Cooperative and Participating Libraries as required by the Florida Department of State, Division of Library and Information Services.

11. LIBRARY DIRECTORS' COUNCIL: The Council will advise the Cooperative Governing Board on services, plans and policies for the Cooperative. The Council membership will include the library director of each participating library and the Cooperative Coordinator. The Council will hold at a minimum, one meeting per month, except in December.

12. STRATEGIC AND ANNUAL PLAN: The Cooperative Coordinator shall coordinate development and implementation of a strategic plan for the operation, maintenance and development of library services to the residents of the Cooperative Service Area. The strategic plan shall be developed in coordination with the Cooperative's Governing Board, the participating governing bodies, residents of the Service Area, and the Library Directors' Council. The plan shall be accepted for submission to the State by the Cooperative Governing Board. All authority with respect to funding of the strategic plan and of any other library program or expenditure from Participating Library Governing Body funds shall lie solely with that Participating Library Governing Body.

13. ANNUAL BUDGET: The budget shall be developed along a fiscal year beginning October 1 and ending September 30 each year. The Cooperative budget shall be developed by the Cooperative Coordinator and shall take into account funds received from the County, state and federal governmental sources, except state construction grants, and all other revenue sources received to provide library service. The budget shall be accepted for submission to the State by the Cooperative Governing Board.

14. ACCEPTANCE OF GIFTS, GRANTS, FUNDS, OR BEQUESTS: The Governing Board, on behalf of the Cooperative, shall have the authority to apply for or receive gifts, grants, funds or bequests. The Board, through a Memorandum of Understanding (Appendix A), has designated the County as the fiscal agent to apply for or receive its funds from all sources. The Cooperative shall follow the standard operating procedure for grant applications as defined by the County. Municipalities shall retain the authority to apply for state construction grants and to receive gifts, funds or bequests intended for use solely at an individual Participating Library. All monies, property or funds granted to the Cooperative shall be the property of the Cooperative, subject to termination provisions as set forth in this Agreement. Any monies, property, or funds granted to municipalities for the benefit of a Participating Library shall remain the property of the Participating Library.

15. FISCAL RESPONSIBILITY: All funds administered by the Cooperative Coordinator shall be audited with the County's independent audit annually, which audit shall be prepared and presented to the Governing Board.
    Upon request, the Cooperative Coordinator shall furnish to each Participating Governing

Body, within thirty (30) days following the previous period, a written quarterly report regarding the use and expenditure of funds under the control of the Cooperative. Reports shall include quarterly revenues by source and expenditures by object code, year-to-date expenditures by object code, and the balance for the fiscal year; form to be determined by the Cooperative. Upon request, the governing body of each Participating Library shall furnish to the Cooperative Coordinator, within thirty (30) days following the previous period, a written quarterly report regarding the use and expenditure of funds, as they relate to library functions, under the control of the Participating Governing Body. Reports shall include quarterly revenues by source and expenditures by object code, year-to-date expenditures by object code, and the balance for the fiscal year; form to be determined by the Cooperative.

16. APPROPRIATION OF PARTICIPATING MUNICIPALITY FUNDS: There is reserved to the Participating Municipalities the sole and exclusive discretion to determine the amount of annual appropriations from their own revenues and sources for the provision of library services. However, minimum support at the level of funding appropriated prior to entering the Cooperative is recommended for Participating Municipalities. Subject to that reservation, Participating Municipalities agree to expend funds using the Cooperative Strategic Plan as a guide for library service development.

17. APPROPRIATION AND ALLOCATION OF OKALOOSA COUNTY FUNDS: The County shall provide at a minimum $932,121 for the period beginning October 1, 2025 and ending September 30, 2026. The amount to be provided by the County will be determined by the approved county budget with the basic agreement being revised by amendment accordingly. The Cooperative shall disburse funds received by the County's allocation as follows:

    a) At a minimum $306,317 of the monies allocated by the County shall be used for administrative operations and cooperative-level purchasing for members.
    b) At a minimum $625,804 of the monies allocated by the County shall be distributed quarterly to Participating Municipalities with Libraries according to the following guidelines and formula:
    - Construction funds are expressly prohibited.
    - Spending calculations and productivity statistics shall be based on those from two years prior to the allocation period.
    - Spending shall mean total audited expenditures of a library.
    - Percentages shall be derived from totaling statistics of the member municipal libraries.
        (1) Thirty percent (30%) divided equally among participating municipalities with libraries
        (2) Fifty percent (50%) based on productivity, which consists of circulation and transits lost.
        (3) Ten percent (10%) based on funds expended through the library budget on personnel/staffing, which includes salary and benefits.
        (4) Ten percent (10%) will be based on funds expended through the library budget on collection, which includes both physical and digital formats and online databases.

Any change to the allocation formula will require a modification or amendment to this Agreement and execution by each Participating Governing Body.

In the event of a member library's unplanned closure and/or significantly reduced services for at least one week of operation, the member's productivity statistics may be adjusted as follows:

- For a period of one week up to three weeks, calculate a weekly average based upon numbers from the previous or succeeding week in the same month.
- For a period exceeding three weeks, substitute the numbers from the previous year for the corresponding month(s).

A member library's request to adjust productivity statistics must be approved by the Governing Board.

In addition to the financial contribution of the County, it shall provide, as additional in-kind support of the Cooperative, the following:

- Fiber optic connectivity, network hosting and administration, firewall and security management, server management, Help Desk services, support of standardized equipment and software configurations, email addresses and network access for library staff.

- IT will maintain two networks for library operations, one for library staff use and one for public access at libraries that elect to use the county fiber optic network. Network and computer maintenance and administration as well as end-user assistance will be provided on the library staff network. Computers on the public access network provided by the county will be maintained by IT; assistance to end users on the public access network will not be provided by IT. In order to provide network support, member cities agree to allow access to maintained equipment on-site at the libraries.

- Other technical requirements of the Cooperative, to include licensing fees, software fees, purchase of hardware, equipment and peripherals, remain the responsibility of the Cooperative and/or member libraries. Only equipment purchases or leases that are coordinated through IT will be eligible for support.

18. LIBRARY USE: Non-resident user fees will be waived for active-duty military members and their dependents who are residents of Walton or Santa Rosa counties.

19. TRAINING: Participating Libraries shall close their facilities on one weekday per year for Cooperative-wide staff training activities. The date for the training day will be determined each year by a consensus of the Library Directors' Council.

20. ADDITIONAL RESPONSIBILITIES OF PARTICIPATING GOVERNING BODIES: Participating Governing Bodies shall abide by all state and federal laws, and specifically those relating to

the provision of library services; Participating Governing Bodies shall retain local autonomy and control of the operations and functions of its participating library.

21. SOVEREIGN IMMUNITY: The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of County's, Crestview's, Destin's, Fort Walton Beach's, Mary Esther's, Niceville's, or Valparaiso's rights and immunities under Florida Constitution, common law or Section 768.28, Florida Statutes, as amended from time to time.

22. INSURANCE: The Cooperative and Participating Governing Bodies shall provide, pay for, and maintain in force at all times during this Agreement, insurance to cover its respective buildings, contents and vehicles, workers' compensation, liability and any other insurance required by law.

23. MODIFICATION OF AGREEMENT: Modifications, amendments, or alteration of the terms or conditions contained herein shall be effective when submitted in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.

24. NOTICE: All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by any party to the other, shall be deemed to have fully given or made or sent when in writing and addressed to:

CITY OF CRESTVIEW

CITY MANAGER
City of Crestview
P. O. Box 1209
Crestview, FL. 32536

CITY OF DESTIN

CITY MANAGER
City of Destin
4200 Indian Bayou Trail
Destin, FL. 32541

CITY OF FORT WALTON BEACH

CITY MANAGER
City of Fort Walton Beach
107 Miracle Strip Parkway
Fort Walton Beach, FL. 32549

CITY OF MARY ESTHER
CITY MANAGER
City of Mary Esther
195 Christobal Road
Mary Esther, FL. 32569

CITY OF NICEVILLE
CITY MANAGER
City of Niceville
212 Partin Drive
Niceville, FL. 32578

OKALOOSA COUNTY
COUNTY ADMINISTRATOR
1250 N. Eglin Parkway
Suite 100
Shalimar, FL. 32579

CITY OF VALPARAISO
CITY CLERK
City of Valparaiso
465 Valparaiso Parkway
Valparaiso, FL. 32580

25. ENTIRE AGREEMENT: This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision herein is invalid, it shall be considered deleted therefore and shall not invalidate the remaining provision.

26. GOVERNING LAW: The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the parties shall be exclusively in Okaloosa County, Florida and nowhere else.

27. PUBLIC RECORDS**:** All parties are subject to the public records law. If any of the parties have questions regarding the application of Chapter 119, Florida Statutes, regarding their duty to provide public records relating to this Agreement, contact the custodian of public records at Okaloosa County Risk Manager, 302 N. Wilson St., Crestview FL 32536; Phone: (850) 689-5977.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

CITY OF CRESTVIEW

ATTEST: _____ _____

Title _____

(Title): _____ This____ day of _____, 2025

CITY OF DESTIN

ATTEST: _____ _____

Title _____

(Title): _____ This ____ day of _____, 2025

CITY OF FORT WALTON BEACH

ATTEST: _____ _____

Title _____

(Title): _____ This____day of_____, 2025

CITY OF MARY ESTHER

ATTEST: _____ _____

Title _____

(Title): _____ This ____day of _____, 2025

CITY OF NICEVILLE

ATTEST: _____ _____

Title _____

(Title): _____ This ____day of _____, 2025

CITY OF VALPARAISO

ATTEST: _____ _____

Title _____

(Title): _____ This ____ day of _____, 2025

COOPERATIVE GOVERNING BOARD

ATTEST: _____

Vicky Stever

(Title): Coordinator, OCPLC_____

_____

Sherri E. Cox, Chairman

Okaloosa County Public Library Cooperative

This _____day of_____, 2025

OKALOOSA COUNTY

ATTEST: _____

Brad E. Embry

(Title): Clerk of Circuit Court_____

_____

Paul Mixon, Chairman

Board of County Commissioners

This ____ day of _____, 2025

Approved as to Form

_____

Lynn M. Hoshihara, County Attorney

CONTRACT# C12-1959-LIB
OKALOOSA LIBRARY COOPERATIVE
FISCAL AGENT MOU
EXPIRES: INDEFINITE

Memorandum of Understanding (MOU)

between

The Okaloosa County Public Library Cooperative

and

The Board of County Commissioners of Okaloosa County, Florida

This is an agreement between The Okaloosa County Public Library Cooperative, hereinafter referred to as The Cooperative and the Board of County Commissioners of Okaloosa County, Florida, hereinafter referred to as The Board.

The purpose of this MOU is to identify The Board as the fiscal agent for The Cooperative and to grant them the authority to receive and disburse funds from Okaloosa County, from state and federal grant sources, from private donations and foundations and from any other sources.

The Governing Board shall follow the standard operating procedure for grant applications as defined by the County.

This MOU shall be effective upon the signatures of The Cooperatives and the Boards authorized officials. It shall be in force from date of signature unless suspended by agreement of both in subsequent MOU.

Bill Roberts, Chairman
Okaloosa County Public Library Cooperative

Don R. Amunds, Chairman
Board of County Commissioners

Attest:

Don Howard
Clerk of Courts

CITY OF DESTIN

ATTEST: _____ _____

Title _____

(Title): _____ This ____ day of _____, 2025

ITEM # 2025-1122

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: October 6, 2025
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.E.

TO: City Council

THRU: Larry Jones , City Manager

FROM: Rey Bailey, City Clerk

DATE: September 29, 2025

SUBJECT: Resolution 25-21 - Amending Resolution 17-36 - Destin Youth Council By-Laws

I. BACKGROUND: Under the current bylaws, the Destin City Council may appoint up to 14 members to the Destin Youth Council, with a maximum of 5 members allowed to be non-residents.

II. DISCUSSION:

At the August 18th City Council meeting, eleven applicants—five residents and six non-residents—were presented for consideration to serve on the Destin Youth Council. The council approved a motion, introduced by Councilmember Bagby and seconded by Councilmember Trammell, to appoint all five resident applicants. In addition, the council appointed one non-resident applicant. The motion also directed staff to make additional efforts to encourage more resident applicants and to return to the next meeting with the applicant list so the council could consider appointing additional non-residents. The motion passed with a 5-1 vote, with Councilmember Braden dissenting and Councilmember Destin absent.

Following this meeting, three more resident applications were received. At a subsequent meeting, Councilmember Trammell made a motion to appoint the three new resident applicants to the Destin Youth Council. The motion was seconded by Councilmember Hebert and passed unanimously, 7-0. Additionally, Councilmember Schmidt introduced a motion to amend the Destin Youth Council Bylaws to increase the maximum number of allowable non-resident members to six. The motion also included appointing the remaining five non-resident applicants. This motion was also seconded by Councilmember Hebert and passed unanimously, 7-0.

With these appointments, the Destin Youth Council now has the maximum number of 14 members, composed of eight resident members and six non-resident members.

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: I moved to approve Resolution 25-21.

Attachments:

1. Resolution 25-21 - Amending the Youth Council By Laws
2. Resolution 17-36 - Destin Youth Council ByLaws

RESOLUTION 25-21

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA; RELATING TO THE DESTIN YOUTH COUNCIL; AMENDING RESOLUTION 17-36, THE DESTIN YOUTH COUNCIL BYLAWS; AMENDING ARTICLE I, SECTION 2 – *MEMBERSHIP QUALIFICATIONS*; 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 ~~five~~ six 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.

EFFECTIVE DATE: This resolution shall take effect upon its adoption by the Council and signature of the mayor.

ADOPTED THIS 6TH DAY OF OCTOBER 2025
By:

_____
Dewey Destin, Mayor Pro Tem

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

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 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.

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. 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. <u>The majority of the quorum present and voting must be comprised of Destin residents.</u>

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 two 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.

REGULAR MEETING
DESTIN CITY COUNCIL
SEPTEMBER 3, 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 Kevin Schmidt
Councilmember Terésa Hebert
Councilmember Sandy Trammell
Councilmember Torey Geile
Councilmember Dewey Destin
Councilmember Jim Bagby
Councilmember Rodney Braden

Destin City Staff

City Manager Larry Jones
IT Director Andy Peters
HR Director Jaime Haynes
Finance Director Krystal Strickland
Projects/Grants/Contract Manager Jeffrey Cozadd
Community Development Director David Prichard
City Clerk Rey Bailey
Public Works Director Michael Burgess
Public Informamation Director Tamara Young
City Engineer Robert Tomasek
Parks & Recreation Director Lisa Firth
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

- Moved agenda item 6C(1) – *FRS Discussion* up following approval of the Consent Agenda.
- Added Adelyn Merrell, a resident applicant for the Destin Youth Council, to the list of current applicants to be considered for appointment by the city council.

Motion by Councilmember Hebert, seconded by Councilmember Trammell, to approve the agenda as amended passed 7-0.

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

2. PUBLIC COMMENTS

Eli Burroughs, a City of Destin employee, spoke regarding retirement and Social Security participation. He expressed concern that the City of Destin does not currently participate in Social Security, meaning that neither the city nor its employees contribute the standard 6.2% payroll tax.

He stated that many employees would prefer the option of participating either in the Thrift Savings Plan or in the Florida Retirement System (FRS), and noted that nearby municipalities such as Crestview, Niceville, and Fort Walton Beach all participate in Social Security. He emphasized that adding Social Security, in addition to retirement contributions, would provide greater security, improve employee retention, and help attract new staff. He also highlighted that some employees may not be aware that if they do not contribute an additional 5% to the retirement plan, they are not receiving benefits comparable to Social Security contributions. He concluded by recommending that the city consider participation in both Social Security and FRS to provide stronger retirement options for employees.

Zoe Aslin, a junior at Destin High School, addressed the council regarding her interest in serving on the Destin Youth Council. She shared that she has lived in Destin for three and a half years and resides in Regatta Bay. She described her extensive involvement in leadership roles at school, including serving as President of Future Business Leaders of America, Captain of Fellowship of Christian Athletes, Secretary of the National Honor Society, and Secretary of her junior class for two years. She also participates in school sports, playing both indoor and beach volleyball. In addition to her academics and extracurriculars, she works at Bruster's Ice Cream and Dress Up in Destin, and has recently secured an internship with HomeFi Mortgage Company. She explained that she wants to join the Youth Council to give back to the Destin community, which she described as welcoming and supportive, and she expressed excitement about the ideas and plans she hopes to bring forward if selected.

3. CONSENT AGENDA

A. RFB 25-04-REC, Batting Cage at MSC
B. Grant Agreement DEP L0182 - Destin Mattie Kelly Outfall Project
C. Property Insurance Renewals
D. Reimbursement to Mayor Wagner for expenses associated with attending the Florida League of Cities Annual Conference in Orlando, Florida, held August 13–17, 2025
E. Reimbursement to Councilmember Trammell for expenses associated with attending the Florida League of Cities Annual Conference in Orlando, Florida, held August 13–16, 2025
F. Approval of minutes of August 4, 2025, Regular City Council Meeting

Motion by Councilmember Hebert, seconded by Councilmember Bagby, to approve the Consent Agenda as printed above passed 7-0.

Next item discussed was agenda item 6C(1) – *FRS Discussion*

4. CITY MANAGER REPORTS

A. Lease of Dalton Threadgill Park (Destin Little League)

The discussion began with the City Manager explaining that council had previously directed staff to negotiate lease terms with the Destin Little League regarding Dalton Threadgill Park. The negotiations were successful, but one provision came back different from council's direction: during the off-season, the league wanted exclusive use with the city having only priority access upon request, rather than the city retaining control and granting the league priority. The City Attorney clarified that the version in the agenda reflected the league's language, which differed from council's earlier motion.

Councilmember Geile moved to approve the lease with the Destin Little League as presented in the agenda, seconded by Councilmember Trammell.

Councilmember Destin expressed concern, stating he did not support giving up city control of the facility outside the playing season, and offered a substitute motion restoring the original council language – city retains control, but the league has priority use in the off-season. Councilmember Hebert questioned why it mattered, suggesting the arrangement would just require coordination. The City Manager explained that in practice, cooperation would continue, but the key difference was legal control – whether the city had to request use or not.

Councilmember Destin offered a substitute motion to return to the original intent, under which the city would maintain control of the facility during the off-season, and would not have to seek permission to use its own facility while still giving the Little League priority use when needed. Motion was seconded by Councilmember Trammell.

Mr. Matthew Dalmon, treasurer of the Destin Little League Board, spoke in support of the league's position. He emphasized that baseball has become year-round, with heavy demand for clinics and fall programs, and argued the league should not have to request permission for every activity. He referenced past issues with locked facilities and stressed the league's investment and presence at the park, noting this ensured better oversight and maintenance. He reiterated the league was not trying to exclude the city but wanted to avoid delays and red tape.

Councilmember Bagby focused on liability, stating that as the property owner the city would always be the first named in lawsuits. He favored retaining city control to protect taxpayers and ensure responsibility.

Councilmember Geile defended his original motion, acknowledging the league's contributions but pointing out they were not making a complete donation, and stressing that city investment must be balanced with control.

Councilmember Destin clarified his substitute motion, saying his intent was not to restrict the league but to ensure the city retained legal authority over its own facility, while directing the City Manager to make the process smooth for the league.

Councilmember Schmidt raised questions about maintenance and responsibility during the off-season if the facility sat unused. The City Manager responded that, like any unused property, problems could arise, and the lease outlined shared responsibilities.

Councilmember Schmidt recused himself from voting on the motion to avoid any appearance of impropriety.

Other members weighed in, with some emphasizing the city's liability concerns and others acknowledging the league's role in providing opportunities for children. Council members discussed practical solutions such as shared keys, streamlined communication, and ensuring access without excessive bureaucracy.

The City Manager reinforced that staff had always worked cooperatively with the Little League and would continue to do so. He explained that regardless of the specific lease language, the city would coordinate with the league to accommodate their programs, while also ensuring the facility could be used for city needs. He emphasized that the goal was to maintain a coordinated effort so both the city and the league could maximize the benefit of the park.

The substitute motion passed 5-1 with Councilmember Geile dissenting and Councilmember Schmidt abstained from voting.

B. Lien Reduction Request - 3695 Scenic Hwy 98, Unit 101

The City Manager explained that this item concerned a request for lien reduction tied to a 2018 code violation involving an unregistered short-term rental property. A fine of $250 per day had accrued from September 23, 2018, until March of the previous year, when all required business tax receipts and short-term rental registrations were paid. The total fines amounted to over $500,000 before the request for reduction.

Johnny King, a former council member, spoke on behalf of the property owners, Mr. and Mrs. Childress. He described the family's long-standing connection to Destin, dating back to 1985, and the hardships they endured, including Mr. Childress's serious health issues and their daughter Melissa's medical crisis and loss of her husband. He emphasized that the family had been misinformed by city staff when they called in 2023 and were told there was no lien. He argued the Childresses acted in good faith and asked for the lien to be reduced to $40,000, citing previous reductions granted by the council.

Councilmember Bagby moved to reduce the lien to $35,000, seconded by Councilmember Hebert.

Councilmember Geile questioned when exactly the Childresses were told by city staff there was no lien and wanted to know the dollar amount of the lien at that point. He stressed that if the city had provided incorrect information, fines accrued after that date should not be the responsibility of the property owners.

The city's Finance Director provided calculations, noting that from the lien start date in September 2018 until June 1, 2023, the daily fines totaled approximately $428,000. This amount was presented as the figure owed up to the time the family was allegedly misinformed.

Councilmember Geile made a substitute motion to reduce the lien to $428,000, seconded by Councilmember Hebert.

Councilmember Hebert pointed out that the city had dealt with other cases involving miscommunications and unusual circumstances. She suggested that in prior similar situations, the council had reduced liens to about 16% of the total fines, which in this case would amount to $80,000.

Councilmember Bagby focused on fairness, arguing that while the Childresses had made mistakes, the penalty should not be excessively punitive. He emphasized that the role of council was to be fair not only to staff and taxpayers but also to those who come before the council.

The substitute motion <u>failed</u> 1-6, with only Councilmember Geile providing a "yes" vote.

Councilmember Hebert then offered another substitute motion to reduce the lien to $80,000, seconded by Councilmember Geile. Motion <u>failed</u> 3-4 (Council members Hebert, Geile, and Schmidt voted "yes"; Council members Destin, Bagby, Braden and Trammell voted "no").

The mayor called for a vote on the original motion made by Councilmember Bagby to reduce the lien to $35,000, which was seconded by Councilmember Hebert. Motion passed 5-2, with Council members Geile and Braden dissenting.

C. Sea Chase: Livery vessel agreement partial extension request (Sheri Andrews)

The City Manager introduced the item as the "Chase livery vessel agreement," which had expired at the end of June. Ms. Sheri Andrews was present to ask the council to reconsider the expiration or reinstate the agreement so she could continue holding some of her vessel registrations. She explained that she was the only person to originally come before the council for an agreement and that her request was simply to allow her to keep a small number of registrations until the city finalized its livery ordinance. She noted her business model had changed over the years from standard livery operations to captained-only charters, all of which carry yacht-level insurance, and said she currently owns 10 registrations that are paid through 2025. Some registrations are unassigned because her boats are being run under a management company, as she now lives in Panama City Beach and is semi-retired. She said she only wanted to keep two or three registrations in case she later severed ties with the management company and needed them for her own operations.

The City Attorney clarified that since the agreement had already expired, any action would be a reinstatement rather than an extension. She explained that the city has never issued "medallions" despite that term being used, and that registrations cannot be used unless they are tied to vessels that meet code requirements such as parking and restroom facilities. She further clarified the distinction between livery vessels, bareboat charters, and captained charters. She stated that although Ms. Andrews insisted all her boats always run with captains, the city's ordinance defines bareboat charters – even those with captains – as livery, since the owner relinquishes control and renters choose captains from a list.

During questions, council members pressed Ms. Andrews about her delay in coming forward, the fact that some of her registrations remained unassigned, whether she had tried to resell registrations, and whether she had her own dock space. Ms. Andrews responded that she had sold eight registrations in the past but was not seeking further sales now. She admitted she does not have her own dock space, but her management company operates boats from Marina Café and she could obtain dockage if needed. She stressed that her request was only to retain three registrations until ordinances were finalized.

Several members of the council raised fairness concerns, noting that others who want to enter the business are being denied the opportunity while she was holding unassigned registrations. Others argued that the moratorium had been necessary for public safety but acknowledged her point that captained boats are safer than bare rentals.

Councilmember Destin moved that Ms. Sherry Andrews be allowed to renew and retain three unassigned livery-vessel registrations, consistent with the city attorney's description that they remain unassigned to specific vessels and may be used only upon full compliance with all applicable code requirements (including parking and restroom provisions), with this authorization expiring on March 1, 2026; and that she remain eligible to participate in whatever decisions the council ultimately adopts regarding livery vessels. Motion was seconded by Councilmember Bagby.

Discussions followed on whether the registrations needed to be tied to specific vessels, though the City Attorney emphasized they could not be used until code requirements were met regardless. Some members supported giving Ms. Andrews temporary relief, while others objected on grounds of fairness and the precedent it would set.

Motion <u>failed</u> 3-4 (Council members Destin, Bagby, and Trammell voted "yes"; Council members Hebert, Schmidt, Braden, and Guile voted "no".

. After the vote, Ms. Andrews remarked that she might pivot to operating six-pack charters and asked for clarification on the differences between livery and other vessel types, which staff advised her to follow up on separately.

D. CRA Additional Revenues Update

The City Manager provided an update on potential ways the CRA can generate revenue outside of the normal incremental tax increases. His research showed that options are limited, but some districts expand their boundaries to capture additional taxable property value, rent or lease blighted properties they have acquired and improved, or resell those properties for profit. Another option sometimes used is generating income from parking revenue. He explained that neither of Destin's CRA districts currently own assets that could be rented or leased, leaving paid parking as the most practical revenue option. This led into the next agenda item, which was a discussion of the paid parking program. While the existing program does not dedicate revenue to the CRA, the city council has the authority to decide whether to assign such funds.

E. Paid Parking Program Update - Selection of Proposal from LAZ Parking

The City Manager introduced the item, which is the paid parking program, noting that while current program revenues are not assigned to the CRA district, the council could make that decision if desired. He explained that representatives from LAZ Parking, Chris Walsh and Lewis Medito, were present to provide a presentation outlining two scenarios for consideration. Scenario one offered a base model to enhance existing efforts to capture revenue through usage fees and citations, while scenario two proposed an enhanced model with additional features. Both scenarios relied on a roving enforcement officer using license plate recognition (LPR) technology to efficiently identify violators. The City Manager requested council direction to move forward with negotiating a contract.

LAZ Parking representatives presented their proposal, emphasizing a conservative and community-conscious approach that avoided excessive ticketing or steep rate increases. They reviewed data showing that in 2022 the city collected about $932,000 in parking revenue, with only about $20,000 from citations, averaging less than one citation per day. Under scenario one, citations would increase to an average of nine per day, and dynamic pricing would be introduced to encourage lot usage, sometimes lowering rates in the off-season. Scenario two expanded enforcement to 15 citations per day in the Harbor District and included the option of installing LPR cameras at select lots. LAZ also proposed adding QR-code payment options for faster, app-free transactions, reservable parking, and validation systems for events and community center use. Enforcement would rely on a vehicle equipped with LPR cameras, with optional fixed cameras for high-demand lots, and the system could integrate with law enforcement alerts. Walsh and Medto noted that only one enforcement officer would be needed, LAZ would provide full benefits and incentives to retain staff, and all staffing costs were built into the contract. They emphasized their local presence, pointing out that LAZ also manages parking at the Destin–Fort Walton Beach Airport.

Councilmember Schmidt made a motion to authorize the City Manager and staff to proceed with final contract negotiations with LAZ Parking; and that the contract include the use of a roving vehicle equipped with license plate recognition (LPR) technology as well as the installation of LPR cameras at the Marler, Zerbe, and Destin Community Center lots, along with Joe's Bayou. The motion included the add-on of a validation kiosk inside the Destin Community Center; and to authorize the allocation of the necessary capital funds from the parking fund to cover the costs associated with these components. The motion was seconded by Councilmember Hebert.

A question was asked about integrating the system with existing city cameras, which LAZ confirmed was possible, and clarified the actual citation count in 2022 as approximately 264.

Councilman Bagby raised the issue of resident permits, urging integration of the city's database of more than 3,000 registered stickers so that locals would not receive citations, and suggested sending positive messaging to residents when their plates were recognized.

Councilman Destin emphasized the importance of using parking lots, not just generating revenue, and supported dynamic pricing to encourage greater utilization. Staff clarified that vehicles with disabled or disabled veteran plates park free.

The motion passed unanimously, 7-0.

F. Fiscal Year 2027 State Appropriation Request Consideration

The City Manager noted it was time to prepare the city's list of appropriation requests. He reminded the council that a preliminary list of ideas had been shared previously, though it was not exhaustive, and asked for direction on priorities moving forward. He explained that the city had already been contacted by the Representative's office to move quickly, and the lobbyist was ready to begin advocating on the city's behalf. He recommended that the city consider pursuing a range of projects across different categories such as infrastructure, recreation, resiliency, and stormwater, and also suggested resubmitting some requests that were denied in previous years, as repeated efforts can improve the likelihood of success.

Councilmember Bagby emphasized the importance of focusing on a limited number of priorities, explaining that requesting too many projects could result in receiving none. He noted that having local matching funds available strengthens the city's case when lobbying in Tallahassee. He identified Stahlman Avenue, the Four-Prong project, the Crosstown Connector, and undergrounding utilities as key priorities.

Councilmember Trammell raised questions about the scope of the Stahlman Avenue project, pointing out that it appeared to include only the portion between Azelia and Highway 98, excluding the intersection improvements and smart signals. She asked whether funding had already been allocated for those other elements. In response, Councilmember Destin and the City Manager explained that while the mobility plan identified only the limited segment, the city's discussions and intended request would include the broader scope of improvements. This would cover the intersection, tunnel, potential roundabout, and signalization. Councilmember Trammell stressed that the road would not be effective without these additional improvements, and her concerns were acknowledged as part of the overall project scope.

Councilmember Schmidt then inquired about Joe's Bayou, specifically whether the city had committed any funds toward the project. The City Manager clarified that no city funds had been appropriated yet, noting that only BP-related funding was currently tied to it. Councilmember Schmidt contrasted this with the Four-Prong project, which had $1.6 million already committed, including $1 million from the state and $600,000 from the City.

Motion by Councilmember Bagby, seconded by Councilmember Hebert, to prioritize Stahlman Avenue Improvements, 4 Prong Lake, the Crosstown Connector, and Utility Undergrounding – Phase 2 projects for the upcoming legislative appropriation requests passed 7-0.

G. Boating Safety Zones

The City Manager opened the discussion by referencing a flowchart in the packet that outlined the process for creating boating safety zones under Florida Statute 327.46(1)(c), which permits municipalities to establish slow speed, minimum wake, or numerical speed limit zones if certain safety criteria are met. He explained that staff would need to coordinate with legal counsel, the Sheriff's Office, and Fish and Wildlife Commission (FWC) to ensure proper documentation and data support.

Councilmember Hebert described a recent incident where a resident in Joe's Bayou drove at excessive speed, disturbing property owners and raising safety concerns for families and children. She noted the frustration that although residents submitted videos, neither FWC nor the Sheriff's Office could issue a citation without an officer witnessing the violation in person. She stressed the importance of moving forward with an ordinance to protect residents.

Captain Jason Fulghum from the Sheriff's Office clarified that citations for boating infractions cannot be issued based on video evidence alone; enforcement requires a direct observation by law enforcement officers.

Councilmember Schmidt raised questions about the need for police reports or crash data, pointing out the challenge of collecting such information when violations cannot be enforced under current limitations. The City Manager reiterated that staff would research what data is available and bring back a draft ordinance or a report by October.

Councilmember Bagby questioned the statutory criteria, particularly the definition of "unsafe levels of vessel traffic congestion." He noted the need to identify which statutory criteria should apply. Captain Fulghum responded that FWC uses crash reports and vessel traffic studies, which are typically conducted through direct observation, similar to traffic counts done by engineers.

Councilmember Geile asked whether there were any circumstances where video could support enforcement, such as in serious crimes. Captain Fulghum confirmed that video could be used for crimes but not for civil infractions like speed or wake violations, emphasizing that officers lack legal authority to enforce those solely on video evidence.

Councilmember Hebert made a motion to move forward with preparing an ordinance to establish a slow speed/minimum wake zone or numerical speed limit for Joe's Bayou, with staff to bring back either a draft ordinance or a report on the necessary justification and supporting data. The ordinance or report should be presented to council by the first meeting in October. Motion was seconded by Councilmember Destin and passed 6-1, with Councilmember Braden dissenting.

H. Innovative Technology Grant Update

The City Manager reported that Mr. Daniel Danforth previously offered a proposal involving a potential $1 million investment, which led to productive follow-up meetings. As a result, the city submitted a grant application to the FDEP before the deadline. The grant would fund a one-year pilot program at Twin Lake and Coleman Lake to test a mechanism intended to control algae blooms, with no cost or match required from the city. At the end of the year, the mechanism would be removed, and effectiveness would be assessed. Since the lakes are managed by private HOAs, any continuation beyond the grant period would be their financial responsibility.

Councilmember Destin made a motion directing staff to proceed with the grant application, seconded by Councilmember Hebert. Motion passed 7-0.

I. Destin Youth Council - Membership Appointments

Councilmember Trammell made a motion to appoint the 3 resident applicants (Alyssia Gentile/Sophia Eason/Adelyn Merrell) to the Destin Youth Council, seconded by Councilmember Hebert. Motion passed 7-0

Councilmember Schmidt moved to amend the Destin Youth Council Bylaws to increase the maximum number of allowable non-resident members to six, and to appoint the following five remaining non-resident applicants to serve on the Destin Youth Council:

- **Zoe Aslin**
- **Luci Frankfurt**
- **Chloe Majors**
- **Benjamin Hustin**
- **Aspen Baker**

Motion was seconded by Councilmember Hebert and passed 7-0.

J. Resolution 25-18, Employee Manual Update

The City Manager presented Resolution 25-18, which updates the employee manual to align policies with recent council actions and clarify provisions for staff management. The changes include updating the manual language to ensure it properly reflects the city's drug-free workforce policy, as well as codifying the shift differential pay that the City Council approved at a previous meeting. The most significant update involves the reimbursement requirement for employee training expenses. Instead of a flat one-year payback period, the new policy establishes a tiered system based on the cost of training: $2,500 requires a one-year commitment, $5,000 requires a two-year commitment, and $7,500 requires a three-year commitment. Following the City Manager's explanation.

The motion by Councilmember Bagby to approve Resolution 25-18, updating the Employee Manual as presented, effective immediately, was seconded by Councilmember Hebert and passed 7-0.

K. Minutes of Standing Board & Committees – For Informational Only

L. Announcements:

1) The city will host a Legislative Delegation Meeting on October 30th at 5:30 PM**,** which will also be live-streamed.
2) Fencing has been placed at Clement Taylor Park along the street side. The park is now temporarily closed for upcoming renovations, and Parks and Recreation will ensure fencing is added on the water side next week.
3) The city will hold its Open House on Wednesday, October 22nd, from 11:30 AM to 1:00 PM at the Destin Community Center**,** and all are invited to attend.
4) The Destin Christmas Parade will take place on Saturday, December 13th, in the morning**,** with the city's Christmas Dinner scheduled for that evening**.**

5. PUBLIC HEARINGS

A. First reading of Ordinance 25-20-CN - Adopting the Fiscal Year 2026 Millage Rate

The City Attorney read Ordinance 25-20-CN by title and then presented it to the city council on first reading.

> AN ORDINANCE OF THE CITY OF DESTIN OF OKALOOSA COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF DESTIN FOR FISCAL YEAR 2026; 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 discussion and consideration.

Councilmember Bagby moved to approve Ordinance 25-20-CN on first reading adopting a proposed Fiscal Year 2026 millage rate of 1.6150 mills which is more than the rollback rate of 1.5463 by 4.44%. The second reading will take place at Public Hearing #2 on September 15, 2025, at 6 PM in the City Hall Annex. The motion was seconded by Councilmember Hebert and passed 6-1, with Councilmember Schmidt dissenting.

B. First reading of Ordinance 25-21-CN - Adopting the Fiscal Year 2026 Budget

The City Attorney read Ordinance 25-21-CN by title and then presented it to the city council on first reading.

> AN ORDINANCE OF THE CITY OF DESTIN MAKING APPROPRIATIONS FOR CERTAIN EXPENDITURES, EXPENSES, CAPITAL IMPROVEMENTS AND CERTAIN INDEBTEDNESS OF THE CITY OF DESTIN, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; 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 discussion and consideration.

Councilmember Bagby moved to approve Ordinance 25-21-CN on first reading to provide for a balanced budget for Fiscal Year 2026. The second reading will take place at Public Hearing #2 on September 15, 2025, at 6 PM in the City Hall Annex. Motion was seconded by Councilmember Hebert and passed 7-0.

C. First reading of Ordinance 25-05-CC - Relating to livery vessels; amending Chapter 13 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.

The City Attorney read Ordinance 25-05-CC by title and then presented it to the city council on first reading.

> 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.

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 discussion and consideration.

Motion by Councilmember Trammell, seconded by Councilmember Hebert, to approve Ordinance 25-05-CC on first reading passed 7-0.

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

A. Councilmember Braden

1) Establishing Code of Ethics for elected officials

Councilmember Trammell requested that the City Manager contact the City Manager of Jacksonville Beach, noting that Jacksonville Beach conducts an annual review, and suggested this may be a good model for Destin to consider as a starting point.

B. Councilmember Trammell

Councilmember Trammell requested that the Parks & Recreation Director inform the Parks & Recreation Committee that if they want to do a float for the Destin Christmas Parade, they must either make a formal motion for approval/disapproval or include the float in their work plan.

C. Councilmember Destin

1) FRS Discussion

Councilmember Destin began by noting he had missed a prior discussion on the Florida Retirement System (FRS) and welcomed a representative to provide details.

Ms. Kathy Ghoul from FRS presented, explaining the system's structure, including its defined benefit and defined contribution options, unique employee choice, strong funding status, DROP program, and health insurance subsidy. She emphasized the plan's stability, investment performance, and importance of retirement education.

Councilmember Destin later asked about monthly retirement benefits and a subsidy program for retirees' health or dental insurance, which the representative confirmed and explained. Discussion then shifted to costs, with Councilmembers raising concerns about the financial impact on the city. The Finance Director clarified that moving employees to FRS and Social Security would cost approximately $261,000 more annually compared to the city's thrift plan, plus an additional $448,000 for mandatory Social Security contributions, totaling around $700,000.

Councilmember Geile asked whether new hires would have options. The FRS representative clarified that once the city joins, all new hires are compulsory FRS participants, while current employees could choose.

Councilmember Schmidt sought clarification on yearly cost estimates, and the Finance Director confirmed calculations based on wages and Social Security contributions.

Councilmember Bagby emphasized that while FRS may not benefit every employee, many staff members desire the option to switch, aligning with the city's goal of offering competitive benefits.

The HR Director reported that staff were asked, "*Are you satisfied with the city's thrift savings plan*?"**,** to which 76% responded yes and 23% responded no**.** A follow-up survey question asked, **"***Instead of the city participating in the thrift savings plan, would you prefer to participate in social*

security?", and the results showed that 46.55% of respondents answered "yes", while 53.45% answered "no**."** The HR Director further explained that these results reflect the city's staff demographics, since about half of employees would not benefit from starting contributions to social security at this stage in their careers, given they have not contributed throughout their employment.

Councilmember Destin made a motion that employees be given authority to vote on whether they would like the Florida Retirement System (FRS) to be offered as an option for their retirement, thus allowing staff to make an informed choice rather than speculating about their preferences. Motion was seconded by Councilmember Trammell and passed 4-3 (Council members Destin, Bagby, Braden and Trammell voted "yes"; Council members Geile, Hebert, and Schmidt voted "no").

Proposed Survey Questions:

"Do you support having the option of moving to Social Security and Florida Retirement System?" and

"Given if that is an option, would you opt to move to Florida Retirement System?"

Councilmember Schmidt suggested that, along with providing an FRS contact, the city should also provide employees with contact information for the firm that has represented the city for nearly 30 years regarding the current thrift plan, to ensure balanced and supplemental information is available.

D. Councilmember Bagby
E. Councilmember Hebert
F. Councilmember Geile
    1) Projects Status/Updates
    2) Raising the speed limit on Airport Road.

Councilmember Geile made a motion to raise the speed limit on Airport Road to 35 mph, seconded by Councilmember Schmidt. Motion failed 3-4 (Council members Geile, Hebert, and Braden voted "yes"; Council members Destin, Schmidt, Trammell and Bagby voted "no").

    3) Harbor Safety/Livery

Councilmember Geile acknowledged that he had not had sufficient time to research this matter before it was placed on the agenda but had learned that Senate Bill 606 (2022) restricts local authority in this area. He therefore withdrew the item temporarily, requesting it be placed on the next council meeting agenda so that he could conduct additional research into the bill and related options.

G. Councilmember Schmidt
H. Mayor Wagner
I. City Attorney - Announcement

1) Pursuant to Section 286.011(8), Florida Statutes, the City Attorney desires the advice of counsel at an executive session on September 15, 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 William Warner, City Manager Larry Jones, the Mayor and all members of the City Council.

The City Attorney provided a litigation update, noting Destin had joined other municipalities in challenging Senate Bill 180, which restricts local land use regulation after storms. She reported that sufficient plaintiffs had been gathered, with the lawsuit expected to be filed by mid-to-late September.

The City Attorney discussed the Live Local Act, which mandates that cities approve qualifying affordable housing developments administratively without council review. She explained that the act overrides local zoning rules on height, density, and floor area ratio, setting maximums based on nearby structures or state defaults. Councilmembers expressed concern that the law strips away local authority and undermines Destin's voter-approved height restrictions.

Councilmember Destin made a motion directing staff not to approve Live Local Act applications administratively but instead bring them before council for review. Motion was seconded by Councilmember Hebert and passed 7-0.

7. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 10:00 PM.

_____

Dewey Destin, Mayor Pro Tem

ATTEST:

_____

Rey Bailey, City Clerk

ITEM # 2025-1131

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: October 6, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

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

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager

DATE: October 1, 2025

SUBJECT: RFP 25-09-CD Special Magistrate Services

I. BACKGROUND:

II. DISCUSSION: RFP 25-09-CD Special Magistrate Services was advertised on August 14, 2025. The bid opening was held on September 18, 2025; one proposal was received from Emily Rogers. The bid committee met on September 25, 205 to consider Ms. Rogers proposal. The consensus of the committee was that Ms. Rogers was qualified, the committee scored her proposal a 58 of 60. A motion was passed by the committee recommending to the council that she be considered, and a contract be extended to her.

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: Staff recommends approval of the proposed contract. The City will continue to maintain its existing contract with Ms. Waterhouse in the event of any case conflicts, and/or sick/vacation time of Ms. Rogers.

IV. RECOMMENDED MOTION: I move that the City Council accept Emily Rogers' proposal and approve her contract for special magistrate services.

Attachments:

1. RFP 25-09-CD,

ITEM # 2025-1131

Special Magisrate Svcs. Bid Submittal

2. RFP SPECIAL MAGISTRATE 25-09-CD signed
3. RFP 25-09-CD Scoresheet Summary
4. Emily Rogers Special Magistrate_Signed by Contractor

CITY OF DESTIN
RFP# 25-09-CD
PROPOSAL FORM
SPECIAL MAGISTRATE SERVICES

Company: Emily L. Rogers / South Walton Law, PA

Address: 36468 Emerald Coast Pkwy Unit 6101

City & State: Destin, FL Zip Code: 32541

Telephone: (850) 502-6232 Fax: (850) 270-2515

Date of Proposal: 9/17/2025

FIRM FIXED FEES PROPOSALS:

A. Special Magistrate Hearing Rate
Rate per Special Magistrate Hearing
$ 300.00

B. Hourly Rate
Hourly Rate for the review of legal memoranda in advance of more complex code enforcement actions
$ 250.00

C. Increment in which Hourly Rate is charged (hour/half/ect) 0.1 hour

D. Attach your resume.

In accordance with your request for proposals, instructions and specifications, attached hereto, and subject to all conditions thereof, I (We), the undersigned, hereby agree is this proposal is accepted, to contract with the City of Destin, Florida to furnish any service requested herein and deliver the same to the City of Destin at the specified location.

The undersigned further declares that he/she has carefully examined the specifications and is thoroughly familiar with them and their provision(s). He/She further declares that no other person than the proposer herein named has any interest in this proposal or in the contract to be executed, and that it is made without connection with any other person(s) making a proposal for the same services, and it is in all respects fair and without collusion and fraud.

Name & Title of Authorized Representative (Printed): Emily L. Rogers, Senior Attorney

(Signature): Emily L. Rogers

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SOUTH WALTON LAW, P.A.
Attorney & Title Services

36468 Emerald Coast Parkway | Unit 6101 | Destin, Florida 32541 | 850.837.0155 | 850.270.2515 (f)
Emily Rogers Emily@southwaltonlaw.com

SEPTEMBER 17, 2025

CITY OF DESTIN
ATTN : OFFICE OF THE CITY CLERK
4200 INDIAN BAYOU TRAIL
DESTIN, FL 32541

RE: RESPONSE TO RFP # 25-09-CD – SPECIAL MAGISTRATE SERVICES

Dear Bid Committee Members:

I am pleased to submit this proposal to serve as Special Magistrate for the City of Destin's Community Development Department, Code Compliance Division. My background includes 12+ years of legal practice, both in litigation and transactional law with an emphasis on real estate law. I have worked closely with local governments, planning officials, and state departments, giving me a deep understanding of both statutory requirements and the practical considerations involved in enforcing local ordinances. I am confident in my ability to provide fair, impartial, and efficient adjudication of code enforcement cases for the City of Destin.

I am committed to perform all duties as the Special Magistrate in a timely and professional manner. My current legal practice predominantly handles transactional matters and takes on a limited number of litigation cases which allows for flexibility in scheduling needs. I plan to ensure that all parties are afforded due process while maintaining efficiency in hearings and proceedings.

As a long-time member of the Destin legal community and a true Destin local, I have a strong understanding of the unique challenges our city faces with growth, property development, and community governance. My approach is to balance compliance objectives with fairness and respect for the citizens of Destin.

Thank you for your consideration in allowing me to serve the City of Destin in this important role. This proposal is a firm and irrevocable offer for ninety (90) days. Please do not hesitate to contact me if additional information is required.

Respectfully submitted,

Emily L. Rogers

Emily L. Rogers, Esq.

EMILY L. ROGERS

CONTACT

850.502.6232
emily@southwaltonlaw.com
Destin, FL

EDUCATION

Juris Doctor
Florida Coastal School of Law
May 2012

- International Legal Program
  Cambridge, England

Internships

- Office of Public Defender
- Legal Services of N. Florida

Bachelor of Science
Major in Hospitality Administration
Florida State University
May 2004

- International Travel & Tourism Program
  Leysin, Switzerland

BAR MEMBERSHIP

- State of Florida, 2012
  Bar Number: 100794
- US District Court
  Northern District of Florida, 2013

Highly experienced attorney with 12+ years of experience in litigation and transactional legal matters encompassing multiple areas of law including local government law, land use and zoning, real estate, HOA/COA law, estate planning/probate, and various other legal matters.

PROFESSIONAL EXPERIENCE

Senior Attorney (*Of Counsel*)
South Walton Law, P.A. – Destin, FL | May 2018 – present

- Represent clients in litigation matters with a primary focus on property disputes, local government law, probate, landlord/tenant, community associations, and other civil matters.
- Extensive experience in transactional law including negotiation and drafting contracts, corporate formation documents, and association governing documents.
- Specializes in real estate law to provide counsel on a wide range of real estate matters including property acquisitions, dispositions, leasing, zoning issues and dispute resolution.
- Successful management of real estate closings (commercial and residential) to ensure compliance with local and state law.
- Advisement to community associations and property owners on land use, zoning, and regulatory compliance.

Associate Attorney
Chesser & Barr, P.A. – Shalimar, FL | June 2015 – February 2018

- Assisted in representation of the Town of Shalimar, including redrafting the Land Development Code and Code of Ordinances, and appearances at Town Council meetings.
- Litigated matters involving local government law, real estate, probate, family, landlord/tenant, foreclosure, and community associations.
- Gained additional transactional law experience in commercial/residential real estate closings, corporate mergers/acquisitions, corporate formation, commercial leasehold agreements, and estate planning.
- Collaborated with a team of attorneys to research and analyze legal issues, prepare legal documents, and provide strategic advice to clients.

Associate Attorney
James J. Foster, P.A. – Destin, FL | August 2012 – June 2015

- Represented clients in foreclosure, criminal defense, family law, fiduciary litigation, and real estate disputes.
- Gained courtroom advocacy experience and developed case strategy skills across a wide range of civil matters.

Group Sales Management Roles – Hospitality Industry
Westin Buckhead, Atlanta & Four Points, Ft. Walton Beach | 2006 – 2009

- Negotiated sales contracts and resolved disputes for large-scale corporate clientele.

Profile Statement – Emily L. Rogers

My personal and professional ties to the community of Destin bring a deep understanding of the challenges the City faces in balancing the interest of its citizens with the land use considerations that affect code compliance. My goal in serving as Special Magistrate is to provide the highest possible level of commitment and dedication to the City of Destin while maintaining impartiality, fairness, and respect for its citizens.

I joined South Walton Law, P.A. in 2018 and currently serve as Senior Attorney. In this role, I represent clients in a broad range of legal matters including property disputes, quasi-judicial hearings, resolving complex real estate matters, probate, and estate planning. My practice also includes real property transactions which requires careful attention to municipal ordinances in order to ensure compliance with all state and local laws.

South Walton Law, P.A. is a Destin-based law firm that has served the Northwest Florida community for more than 14 years. Our firm is comprised of two attorneys and two dedicated support staff members. We represent clients in a wide range of practice areas with particular focus on real property transactions.

Prior to joining South Walton Law, P.A., I practiced as an Associate Attorney with Chesser & Barr, P.A. During my time there, I developed a special interest in local government law while assisting the firm's partner in his representation of the Town of Shalimar. My work included contributing to the redraft of the Town's Land Development Code and Code of Ordinances, which provided valuable experience in addressing community governance and regulatory issues.

I would be honored to serve as Special Magistrate for the City of Destin. My legal background, combined with my lifelong ties to this community, provides a unique perspective that blends professional expertise with personal commitment. I am confident that my experience, integrity, and dedication will allow me to serve fairly and effectively while upholding the City's codes and ordinances for the benefit of its citizens.

The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

850/561-5600
www.FLORIDABAR.org

State of Florida)
County of Leon)

In Re: 0100794
Emily Lauren Rogers
South Walton Law, PA
36468 Emerald Coast Pkwy Ste 6101
Destin, FL 32541-5796

I CERTIFY THE FOLLOWING:

I am the custodian of membership records of The Florida Bar.

Membership records of The Florida Bar indicate that The Florida Bar member listed above was admitted to practice law in the state of Florida on **October 29, 2012**.

The Florida Bar member above is an active member in good standing of The Florida Bar who is eligible to practice law in the state of Florida.

Dated this 16th day of **September, 2025**.

Cynthia B. Jackson, CFO
Administration Division
The Florida Bar

PG:R10
CTM-369020

List of References

1. Michael Sobik, (client) – 850.368.8886
    a. Owner, Sobik Acquisitions & Development, LLC
2. Nichole Causton (client) – 850.714.7600
    a. Owner, Go Coastal Realty, LLC and Rhodes Auto Repair
3. Kathryn Russell (client) – 850.226.3911
    a. Owner, Russell Chiropractic
4. Jared Boswell (former client) – 850.974.9601
    a. President, JP Boswell Consulting
    b. CFO, Live Love 30A
5. Casey Waterhouse (legal colleague) – 850.541.8000
    a. Owner, Waterhouse Law Firm, P.A.
    b. Current serving Special Magistrate for the City of Destin

ADDITIONAL REFERENCES AVAILABLE UPON REQUEST

ATTACHMENT #2
PUBLIC ENTITY CRIME FORM

REQUEST FOR PROPOSALS (RFP) #25-09-CD
SPECIAL MAGISTRATE SERVICES

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract RFP# 25-09-CD, Special Magistrate

2. This sworn statement is submitted by Emily L. Rogers / Savin Watson Law whose business address is 364468 Emerald Coast Pkwy, Ste 106 Destin, FL 32541 and (if applicable) Federal Employer Identification Number (FEIN) is 45-2602884 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: 424-29-3278 (SSN Emily Rogers)

3. My name is Emily L. Rogers and my relationship to the entity named above is Senior Attorney

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or

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

"RFP #25-09-CD, Special Magistrate Services
Attachment #2, Public Entity Crimes Statement

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 n 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)

ER 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 (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 (describe any action taken by, or pending with, the Department of General Services).

Emily L Rogers
(Signature)

Date: 9/17/2025

STATE OF FLORIDA
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me on the 17th day of September, 2025 by means of X physical presence or _____ online notarization by Emily L. Rogers (name) in their representative capacity as Authorized Representative of Senior Attorney (title) of South Walton Law P.A. (entity name) who is personally known to me or has produced _____ as identification.

Notary Public

My Commission expires:

CHRISTIAN A. REYNOLDS
MY COMMISSION # HH 605482
EXPIRES: April 3, 2028

ATTACHMENT #3
DRUG FREE WORKPLACE CERTIFICATION

REQUEST FOR PROPOSAL (RFP) #25-09-CD

Special Magistrate Services

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 the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: South Walton Law, P.A.

ADDRESS: 36468 Emerald Coast Pkwy, Unit 6106

CITY: Destin STATE: FL ZIP CODE: 32541

TELEPHONE NUMBER: 850-502-6232

SIGNATURE: Emily L. Rogers DATE: 9/17/25

NAME (TYPED OR PRINTED): Emily L. Rogers

TITLE: Senior Attorney / Authorized Representative of South Walton Law

REQUEST FOR PROPOSALS (RFP# 25-09-CD)

SPECIAL MAGISTRATE SERVICES

FOR THE

COMMUNITY DEVELOPMENT DEPARTMENT

THE CITY OF DESTIN, FLORIDA

City of Destin, Florida
August 14, 2025

Larry Jones, City Manager
4200 Indian Bayou Trail
Destin, Florida 32541

NOTICE TO PROPOSERS

The City of Destin is soliciting proposals from individual(s) and/or firm(s) for Special Magistrate Services for the City of Destin's Community Development Department's Code Enforcement Division; the selected individual or firm will enter into a contract to work with the Mayor, City Council, and Staff.

Request for Proposal may be obtained from the City Clerk's Office at Destin City Hall, 4200 Indian Bayou Trail between the hours of 8 a.m. and 5 p.m., Monday through Friday. **Proposals must be received by the City of Destin in a sealed envelope that is clearly marked, "RFP #25-09-CD, Special Magistrate Services no later than 2:00 p.m. C.S.T. September 18, 2025** at which time they will be opened and read aloud. EOE

The City reserves the right to reject any and all proposals, in whole or in part, to waive minor defects in the process and to accept the proposal deemed by the City to be in the City's best interest.

CITY OF DESTIN
RFP #25-09-CD
SPECIAL MAGISTRATE SERVICES

I. PURPOSE: The purpose of this Request for Proposal (RFP) is to provide the City of Destin's Community Development Department's Code Enforcement Division with impartial Special Magistrate Services on an as needed and/or rotational basis; the selected individual or firm will enter into a contract with the City. Factors such as capability, experience, and the ability to work within established time and budget constraints will be used in the selection process, in addition to City Code requirements and/or requirements of Florida State Statutes. Per the City's *Code of Ordinances Chapter 14-76.01 Special Magistrates*, the City Manager may appoint a Special Magistrate to hear and dispose of Code Enforcement matters. Additionally, *Ordinance 15-04-CC* provides for the following (*Section 14-76.01.(c) Special Magistrates Solicitation and Appointment*):

Eligible candidates for Special Magistrate shall be sought and the selection and appointment made by the City Manager. Terms of appointment and compensation for Special Magistrates shall be established pursuant to a contract approved by the City Council.

1. Serve as the Community Development Department's Code Compliance Division's Special Magistrate. It is the intent of this Request for Proposal (RFP) to select one or more qualified individual(s) or firm(s) to serve in this capacity on a rotating and as needed basis.

II. QUALIFICATIONS/REQUIREMENTS:

1. The individual or firm must be an active member in good standing of the Florida Bar with a minimum of five (5) years recent experience practicing law, which experience shall include litigation or administrative hearing experience.

2. Due in part to prohibitions on dual-office holding, as well as to avoid local conflicts of interest, the individual or firm may **not currently** hold the title of City Attorney or Special Magistrate in Okaloosa County or Walton County, Florida. Past experience as a City Attorney or Special Magistrate is desirable.

3. The individual or firm must not be an employee of the City or hold any office with the City government.

4. The individual or firm must comply with the Code of Ethics of the State of Florida.

5. The individual or firm must be located in the State of Florida, within a 100-mile radius, of the City of Destin.

6. Proposals shall identify these and other qualifications, a plan for committing the necessary resources for timely response, client references, and a proposed fee schedule.

III. PROPOSAL REQUIREMENTS: Proposals must be submitted, with an original and an electronic copy, in a sealed envelope clearly marked with the name of the firm, "**RFP #25-09-CD, Special Magistrate Services"**. Proposals not including the outlined information will be deemed non-responsive and excluded from consideration.

1. ***Title Page:*** Name of individual/firm/corporation, address and telephone number, the name of the contact person and the date of the proposal.

2. ***Table of Contents***

3. ***Transmittal Letter:*** A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the proposer believes itself to be the best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer for ninety (90) days. The signer must have the authority to bind the proposer to the submitted proposal.

4. ***Profile of the Proposer***

    i. Proposer must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient services to the City. The City reserves the right before recommending any award to inspect the facilities, organization, and financial condition or to take any other action necessary to determine the ability to perform in accordance with specifications, terms, and conditions.

    ii. The proposer may submit any other information the proposer believes relevant to the selection of executive search and recruitment services.

IV. **PREPARATION:** The proposer, if selected for inclusion on a short list, may be required to make a brief (5 to 10 minute) oral presentation to the Destin City Council in open session. The proposer should be prepared to discuss, at a minimum, the following issues during the presentation/interview:

1. The individual and/or firm's qualifications, including the qualifications/abilities of professional, in-house personnel.

2. The firm's ability to furnish services within required or necessary time constraints and/or budget constraints;

3. A demonstrated understanding of city/county government.

4. Related issues, as may be posed by Council.

V. **SUBMITTAL REQUIREMENTS**: Proposals shall be submitted as follows:

1. The proposal form contained on page 7 of this RFP shall be the first page of your proposal.

2. Each proposal shall contain evidence of proper licensing to perform required services in the State, County, and City.

3. Each proposal shall contain a completed Public Entity Crime Form (Attachment #2) pursuant to Florida Statutes, Sections 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 (36) months from the date placed on the convicted vendor list.

4. Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all proposers must disclose with the RFP 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 proposers must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five (5) percent or more in the proposing firm.

5. Firms submitting proposals as a joint venture shall submit to the City, as part of proposals, a copy of any joint venture agreement.

6. Preference may be given by the City of Destin to firms demonstrating a drug-free workplace program whenever two or more proposals, which are equal in respect to quality and service, are received and rated by the City. Proposers intending to demonstrate a drug-free workplace program shall provide an Attachment #3 certification form with the RFP submittal.

7. An original and one electronic copies of the proposal shall be submitted in a sealed envelope clearly marked **"RFP #25-09-CD, Special Magistrate Services."**

8. **NO CONTACT CLAUSE:**
All prospective Respondents are hereby instructed NOT to contact any member of the City of Destin City Council, City Manager, or City of Destin staff member other than the authorized city contact person identified in this Solicitation, or the City's designated procurement staff member, regarding this solicitation package, or the Respondent's submittal package, City's Intent to Award, or City's Intent to Reject (if applicable) at any time prior to the FORMAL AWARD for this project. Any such contact may be cause for rejection of your submittal. Any questions relative to any item or portion(s) of this solicitation should be directed to the City Clerk's Office, 850-837-4242 with Office Hours: MONDAY – FRIDAY, 8:00 A.M. TO 5:00 P.M. or email at clerk@cityofdestin.com.

MAILING AND HAND-DELIVERED ADDRESS

City of Destin
ATTN: Office of the City Clerk
4200 Indian Bayou Trail
Destin, Florida 32541

Failure to comply with these procedures will be cause for disqualification of the firm's proposal.

1. Questions regarding this RFP may be directed to the following City contact:
Kimberly Romano Kopp
City Attorney
(407) 430-7070 or kkopp@romanokopplaw.com

2. Only those proposals fulfilling all the requirements outlined in this solicitation shall be considered.

3. The Bid Committee will evaluate each proposal submitted based on all submittals received and recommend the best proposal to the City Manager for award of contract. The Bid Committee will evaluate the proposals from the submission and may ask questions of a clarifying nature, if necessary. Proposals will be scored according to the table below.

EVALUATION CRITERIA	Max POINTS
Price Proposal (1-5 points)	5
Qualifications/Experience (1-5 points)	5
Project Approach (1-5 points)	5
TOTAL	**15**

4. The proposal, as submitted, will be considered the final submission. The proposal shall remain binding for ninety (90) calendar days.

5. The successful respondent will enter into a continuing contract basis. When applicable, a contract may be renewed contingent upon cost factors, mutual agreement, availability of funds, and the approval of the City Council of Destin if required. The City of Destin performance and obligation to pay for the purchase of services of a period in excess of one (1) fiscal year under any contractual relationship is contingent upon an annual budget appropriation approved by the Destin City Council.

6. The City reserves the right to reject any and all proposals, to waive minor defects in the process, and to accept the proposal deemed by the City to be in the City's best interest. All issues addressed in the Request for Proposals (RFP) will be given consideration in determining the successful proposer.

   The City may make a determination that it is in the City's best interest to conduct additional discussions or changes in the requirements and request another submission of best and final offers from those proposers deemed qualified for any short list.

7. Where proposers are required to enter onto City of Destin property to deliver materials or perform work or services, as a result of the RFP award, the successful proposer shall assume full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance, as required.

8. Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Response/bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07. However, certain exemptions to the public records law are statutorily provided for in Florida Statutes

119.07. If the Respondent believes any of the information contained within their response is exempt from the Public Records Law, then the Respondent must identify in their Response, the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Respondent agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages by any person or entity as a result of the City's treatment of records as public records.

The City of Destin is a public agency subject to Chapter 119, Florida Statutes. The contractor shall comply with Florida's Public Records Law. Effective July 1, 2013, Section 119.071, Fla. Stat., the contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology of the agency. Failure of the contractor to comply with the provisions set forth in this General Condition shall constitute a Default and Breach of the Agreement with the City.

HB273

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, rbailey@cityofdestin.com, City of Destin 4200 Indian Bayou Trail Destin, FL 32541.

CITY OF DESTIN
RFP# 25-09-CD
PROPOSAL FORM
SPECIAL MAGISTRATE SERVICES

Company: _____

Address: _____

City & State: _____ Zip Code: _____

Telephone: ( ) _____ Fax: ( ) _____

Date of Proposal: _____

FIRM FIXED FEES PROPOSALS:

A. Special Magistrate Hearing Rate
Rate per Special Magistrate Hearing
_____ **$**_____

B. Hourly Rate
Hourly Rate for the review of legal memoranda in advance of more complex code enforcement actions
_____ **$**_____

C. Increment in which Hourly Rate is charged (hour/half/ect) _____

D. Attach your resume.

In accordance with your request for proposals, instructions and specifications, attached hereto, and subject to all conditions thereof, I (We), the undersigned, hereby agree is this proposal is accepted, to contract with the City of Destin, Florida to furnish any service requested herein and deliver the same to the City of Destin at the specified location.

The undersigned further declares that he/she has carefully examined the specifications and is thoroughly familiar with them and their provision(s). He/She further declares that no other person than the proposer herein named has any interest in this proposal or in the contract to be executed, and that it is made without connection with any other person(s) making a proposal for the same services, and it is in all respects fair and without collusion and fraud.

Name & Title of Authorized Representative (Printed): _____

(Signature): _____

ATTACHMENT #2
PUBLIC ENTITY CRIME FORM

REQUEST FOR PROPOSALS (RFP) #25-09-CD
SPECIAL MAGISTRATE SERVICES

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract _____

_____

2. This sworn statement is submitted _____whose business address is _____

_____

and (if applicable) Federal Employer Identification Number (FEIN) is _____(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

_____

3. My name is _____and my relationship to the entity named above is_____

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or

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

"RFP #25-09-CD, Special Magistrate Services
Attachment #2, Public Entity Crimes Statement

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 n 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 (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 (describe any action taken by, or pending with, the Department of General Services).

_____
(Signature)

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me on the _____ day of _____, 202__ by means of _____physical presence or _____ online notarization by _____(name) in their representative capacity as _____(title) of _____(entity name) who is personally known to me or has produced _____ as identification.

_____
Notary Public

My Commission expires:

ATTACHMENT #3
DRUG FREE WORKPLACE CERTIFICATION

REQUEST FOR PROPOSAL (RFP) #25-09-CD

Special Magistrate Services

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 the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY:_____

ADDRESS:_____

CITY:_____STATE:_____ZIP CODE:_____

TELEPHONE NUMBER:_____

SIGNATURE:_____DATE:_____

NAME (TYPED OR PRINTED):_____

TITLE: _____

City of Destin

PROJECT: RFB 25-09-CD Special Magistrate Score Summary

SCORE TABLULATION SUMMARY SHEET

	Emily Rogers						
Steve o'Conner	**15**						
Joe Bodi	**15**						
Robert Tomasek	**13**						
Jeff Cozadd	**15**						
Total Score (Max 60 Pts)	58	0	0	0	0	0	0

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AGREEMENT FOR SPECIAL MAGISTRATE SERVICES

THIS AGREEMENT made and entered into this ____ day of October, 2025, by and between the City of Destin, 4200 Indian Bayou Trail, Destin, Florida, 32541 hereinafter referred to as "**City**", and Emily Rogers, Esq., South Walton Law, P.A., located at 36468 Emerald Coast Parkway, Unit 6101, Destin, FL 32541, hereinafter referred to as "**Special Magistrate**".

1. Purpose of Agreement. The purpose of this Agreement is to set forth the continuing terms and conditions under which Special Magistrate shall provide neutral, unbiased code compliance special magistrate services to the city.

2. Scope of Services. Special Magistrate agrees to perform and conduct Special Magistrate services for quasi-judicial matters, initially limited to code enforcement (code compliance) proceedings pursuant to Chapter 162, Florida Statutes and Chapter 14, Article III, City Code. Nothing herein prevents the City from entering into agreements with more than one special magistrate, and this contract is not exclusive.

3. Compensation. Special Magistrate will be compensated $300.00 per code enforcement hearing session. Special Magistrate shall bear his own or her own costs and expenses for travel to and from the site of hearings and incidental work outside hearing sessions.

A. If the Special Magistrate is requested to review files, briefing material or legal memoranda in advance of more complex code enforcement actions, then the Special Magistrate shall bill the City at the rate of $250.00 per hour for those services.

4. If requested by the Special Magistrate, then an armed Okaloosa County Sheriff's Deputy shall be provided for security, on a hearing by hearing basis.

5. Throughout the term of this agreement, Special Magistrate shall;

(1) Be an active member in good standing of the Florida Bar.

(2) Reside in Okaloosa or Walton County, Florida.

(3) Not be an employee of the City or hold any office with the city government.

(4) Comply with the Code of Ethics of the State of Florida.

6. Term. This Agreement contemplates a continuing and ongoing relationship between City and Special Magistrate. This Agreement shall continue in full force and effect, subject to agreed upon amendments, unless and until terminated upon thirty (30) days notice by the City Manager or Special Magistrate.

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7. Billing. Special Magistrate shall provide monthly invoices for services rendered to the City. The City's City Manager shall have statement payment approval authority.

8. Other Agreements. No prior or present agreements or representations shall be binding upon City or Special Magistrate unless included in this Agreement. No modification or change to this Agreement shall be binding upon the parties unless in writing and executed by the party or parties to be bound thereby.

9. Client File Control. Special Magistrate is authorized to dispose of the files relating to Special Magistrate services to City at the expiration of seven (7) years from the date of completion of a hearing.

10. Assignment. The Special Magistrate shall not enter into any agreements with third parties to delegate any or all of the responsibilities, duties, or rights herein set forth.

11. Independent Contractor. The Special Magistrate shall perform the conditions of this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. The Special Magistrate shall be responsible for any and all federal, state and local required deductions and/or taxes on the compensation paid under this agreement and complete and furnish the City with an IRS Form W-9, *Request for Taxpayer Identification Number and Certification*.

12. Binding Effects. This Agreement shall be binding upon the parties hereto and upon their successors and assigns.

13. Governing Law and Venue. The parties intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the parties shall be exclusively in Okaloosa County, Florida and nowhere else.

14. JURY TRIAL WAIVER. THE PARTIES TO THE AGREEMENT AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRETATION, CONSTRUCTION, ENFORCEMENT OR GOVERNANCE OF THIS AGREEMENT.

15. Public Records.

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

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

(ii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Special Magistrate does not transfer the records to the public agency.

(iii) Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Special Magistrate or keep and maintain public records required by the City to perform the service. 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.

IN WITNESS WHEREOF, the parties of this Agreement have set their hands and seals on the say and year first above written.

SPECIAL MAGISTRATE

Signed by:
Emily L Rogers
33CA0635A199466...

Emily Rogers, Esq.
South Walton Law, P.A.

CITY OF DESTIN

Larry Jones, City Manager

Attest:

Rey Bailey, City Clerk

Approved as to form and legal sufficiency for the City of Destin, only.

Kimberly Romano Kopp

ITEM # 2025-1132

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: October 6, 2025
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

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

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager

DATE: 9/25/2025

SUBJECT: RFP 25-13-PW Mattie Kelly Outfall Project

I. BACKGROUND:

II. DISCUSSION: RFP 25-13-PW Mattie Kelly Outfall Project was published 9/25/2025. The bid opening will be held on October 30, 2025.

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

III. CONCLUSION:

IV. RECOMMENDED MOTION: Informational Only

Attachments:

1. RFB 25-13-PW Mattie Kelly Outfall Project publish

CITY OF DESTIN, FLORIDA

REQUEST FOR BIDS
RFB NO. 25-13-PW

MATTIE KELLY OUTFALL PROJECT

City of Destin, Florida
September 25, 2025

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

CITY OF DESTIN, FLORIDA

The City of Destin is soliciting sealed competitive proposals for the construction of a new outfall system near Joe's Bayou Recreation Area. This project involves installing a plate arch structure with a natural bottom to promote more efficient water flow between the wetland area and Choctawhatchee Bay. The scope of work also includes the removal and replacement of existing roadway sections and associated infrastructure within the project area. In addition, utility lines that conflict with the proposed structure will be relocated. The allocated funding will be used to complete the full replacement of the existing outfall structure.

To bid on a project you must be placed on the Plan Holders List. To do so, obtain the Bid documents (containing the full specifications and requirements) by emailing the City Clerk's Office at cityclerk@cityofdestin.com. Please include "Request for Bid Documents – RFB No. 25-13-PW in the subject line of the email. Vendors may also obtain the RFB by contacting the City of Destin, City Clerk's Office at (850) 837-4242, between the hours of 8 a.m. and 5 p.m., Monday through Friday.

Proposal submissions must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked **"RFB NO. 25-13-PW - MATTIE KELLY OUTFALL PROJECT", along with the name, return address and telephone number of the submitter, no later than** 2:00 p.m. (CT), on October 30, 2025 at which time they will be opened. The City reserves the right to reject any and all submittals or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

Larry Jones
City Manager

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REQUEST FOR BIDS
RFB NO. 25-13-PW
MATTIE KELLY OUTFALL PROJECT

SUBMITTAL REQUIREMENTS CHECKLIST

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

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Submittal Requirements Checklist	This form	☐
2	Cover Sheet	Must include RFB NO. #25-13-PW MATTIE KELLY OUTFALL PROJECT	☐
3	Table of Contents		☐
4	Transmittal Letter	See 7.4.c.	☐
5	Form NO. 1	Bidder Qualification Statement	☐
6	Form NO. 2	Public Entity Crime Form	☐
7	Form NO. 3	Drug Free Workplace Certification Form	☐
8	Form NO. 4	Bid Bond Form	☐
9	Form NO. 5	Anti-Human Trafficking Affidavit	☐
10	Form NO. 6	Anti-Collusion Statement	☐
11	Proof of Insurance	See 4.3 Insurance Requirements	☐
12	Addenda Acknowledgement Form		☐
13	Price Proposal Sheet		☐
14	W-9		☐
15	Copies of the Proposal	One printed copy of the proposal and one digital copy provided on a USB Drive (.pdf format)	☐

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

ITEMS REQUIRED		DESCRIPTION OF ITEM REQUIRED	*Verify Document is attached by checking the box
1	Proof of Licensing and Certifications	Florida State Certified or Florida State Registered Contractor. Must provide all applicable contractor licenses (See 4.2 License Requirements, for General and/or Building)	☐
2			☐

1.0 INTRODUCTION

The City of Destin is soliciting sealed competitive proposals for the construction of a new outfall system near Joe's Bayou Recreation Area. This project involves installing a plate arch structure with a natural bottom to promote more efficient water flow between the wetland area and Choctawhatchee Bay. The scope of work also includes the removal and replacement of existing roadway sections and associated infrastructure within the project area. In addition, utility lines that conflict with the proposed structure will be relocated. The allocated funding will be used to complete the full replacement of the existing outfall structure.

It is the responsive bidder's responsibility to read and understand the requirements of this Request for Bids. Responsive bidders are required to state exactly what they intend to furnish the City of Destin via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with all conditions identified in this proposal.

Before submitting a proposal, each responsive bidder will, at bidder's own expenses, make or obtain any additional examinations, investigations and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance of furnishing of the project and that the responsive bidder's deems necessary to determine its proposal.

Responsive bidder will examine all documents included in this RFB carefully and shall make a written request to the City's authorized representative for interpretation or correction of any ambiguity, inconsistency, or error herein.

Any interpretation or correction will be issued by the City as an addendum to the RFB. Only a written interpretation or correction by addendum shall be binding. Responsive bidders are cautioned against relying upon any interpretation or correction given by any other method.

The submission of a proposal shall not be deemed an agreement between the responsive bidder and the City. The proposal is a contractual offer by the responsive bidder to perform services in accordance with the proposal. The City shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.

2.0 INSTRUCTION TO RESPONDENTS

A. The City of Destin will accept RFB responses until 2:00 p.m. (CT), on October 30, 2025 at City Clerk's Office located at City Hall, 4200 Indian Bayou Trail Destin FL. 32541, to provide the City with Qualified Respondents for RFB NO. 25-13-PW, MATTIE KELLY OUTFALL PROJECT.

B. Any responses received after the above-mentioned time and date will NOT be considered. It shall be the sole responsibility of the responsive bidder to have their RFB submittal delivered to City Clerk's Office for receipt on or before the above-mentioned time and date. RFB responses which arrive after the above-mentioned deadline as a result of delay by the mail service shall not be considered, and arrangements shall be made for their return at the responsive bidder's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFB and prior to the award being made.

C. All RFB's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom at **2:00 p.m. (CT), on October 30, 2025**. All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at 4200 Indian Bayou Trail Destin, FL 32541.

D. Respondents may request information regarding the RFB in writing from City Clerk Rey Bailey, clerk@cityofdestin.com. Such a request shall be received in writing at least five (5) business days prior to the submittal deadline.

E. If any addendum(s) are issued to this RFB, the City will attempt to notify all prospective respondents. It shall be the responsibility of each respondent, prior to submitting the RFB response, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFB response.

F. One (1) original, so designated, and one (1) digital copy on a USB Thumb Drive of the RFB responses shall be submitted in a sealed package clearly marked on the outside "RFB NO. 25-13-PW, MATTIE KELLY OUTFALL PROJECT " and addressed: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541.

G. Complete and submit Responsive Bidder Qualification Statement, form herein as an attachment. Clearly indicate the legal name, address and telephone number of the responsive bidder. Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the responsive bidder to the submitted RFB. Responsive bidders must note their Federal Employer Identification Number (FEIN) on their RFB submittal.

H. Submissions shall be portrait orientation, "8 1/2 X 11" where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages.

I. All expenses for making RFB submittals to the city are to be borne by the responsive bidder.

J. Responses shall be evaluated by the Bid Committee based on all information submitted and a ranked list of responsive bidders will be submitted to the City Council for approval. Responsive bidders may be required to provide a presentation at a City Council meeting.

K. The Bid Committee shall consist of City of Destin staff members.

L. Each responsive bidder, by submission of a proposal, acknowledges that in the event of any legal action challenging the award of the RFB; damages, if any, shall be limited to the actual cost of the preparation of the RFB.

M. Procurement Schedule

Tasks	Date
RFB issued	September 25, 2025
Mandatory Pre-Bid Meeting	**October 14, 2025 at City Hall**
Last day for questions to be submitted	October 17, 2025
Due Date/Bid Opening	2:00 p.m. (CT), on October 30, 2025
Tentative Date - Bid Committee Evaluation	November 4, 2025
Tentative Date – City Council Meeting	November 17, 2025
Tentative Date- Execution of Contract	December 1, 2025
Tentative Date -Notice of Award	December 15, 2025
Tentative Date- Notice to Proceed	December 15, 2025

There will be a Mandatory Pre-Bid Meeting at City Hall, 4200 Indian Bayou Trail, Destin, FL 32541 October 14, 2025 at 10:00 am.

3.0 GENERAL CONDITIONS

3.1 Project Description

Details of the proposed work are provided in the engineering drawings and specifications, (see technical attachments including all addendums). All work shall be completed as shown in the construction documents (with any exceptions explicitly noted herein) and in accordance with applicable federal, state, and local codes and regulations. Of note, there are no requirements for fire alarm systems.

The general description of work shall include, but may not be limited to:

the construction of a new outfall system near Joe's Bayou Recreation Area. This project involves installing a plate arch structure with a natural bottom to promote more efficient water flow between the wetland area and Choctawhatchee Bay. The scope of work also includes the removal and replacement of existing roadway sections and associated infrastructure within the project area. In addition, utility lines that conflict with the proposed structure will be relocated. The allocated funding will be used to complete the full replacement of the existing outfall structure.

Contractor is responsible for obtaining all necessary governmental agency permits. All permitting costs are to be included in the base offer including permit related signage.

3.2 Project Schedule

The contract will be for ninety (90) calendar days. Contractor shall reach substantial completion for all work within thirty (30) days prior to final completion. The time stated for completion shall include final cleanup of the premises. Extensions of contract time for delays caused by the effects of inclement weather are justified only when rain or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in:

The Contractor being unable to work at least 50% of the normal workday on predetermined controlling work items; or

The Contractor must make major repairs to work damaged by weather, providing the damage was not attributable to a failure to perform or neglect by the Contractor.

ESTIMATED PROJECT SCHEDULE	
Tasks	**Date**
Permitting	December 2025 / January 2026
Begin Construction	February 2026
Substantial Completion	30 Days Prior to Complete Construction
Complete Construction	April 30, 2026

4.0 CONTRACTOR REQUIREMENTS

City of Destin is seeking an independent general contractor (including all necessary independent subcontractors) with all applicable licenses for work on this project.

4.1 Independent Contractor

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Bidder is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Bidder shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Bidder's activities and responsibilities

hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Bidder, which policies of Bidder shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Bidder's funds provided for herein. The Bidder agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Bidder and the City and the City will not be liable for any obligation incurred by Bidder, including but not limited to unpaid minimum wages and/or overtime premiums.

4.2 License Requirements

Provide all applicable contractor licenses: including license name, license numbers and contact information. Contractor must be Florida State Certified or possess an Okaloosa County Competency License http://www.co.okaloosa.fl.us/gm/licensing.

Contractor must also be registered in the City of Destin https://www.cityofdestin.com/DocumentCenter/View/12259/Contractor-Packet.

4.3 Insurance Requirements

Respondent, contractor and/or sub-contractors (used interchangeably) shall, at its expense, procure and maintain at a minimum for the duration of the project and through the period as stated in the Construction Contract, the types and amounts of insurance described below or as otherwise requirement by state and federal law:

a. Workers' Compensation and Employers Liability Insurance: Shall carry Workers' Compensation Insurance in accordance with the laws of the State of Florida and in the amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors. Any Florida State or County Licensed contractor who performs any type of marine construction work as defined in FAC 61G4015.033, must maintain applicable workers' and general liability insurance as required by state and federal law, including but not limited to the provisions of the Longshore and Harbor Workers' Compensation Act.

b. General Liability Insurance: General Liability Insurance with a minimum liability insurance requirement of $1,000,000 for combined single limit.

c. Respondent shall produce proof of insurance in the types and amounts required by the city, state, and federal regulations, including the foregoing and any additional coverages,

including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The city shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the city. All coverage shall be with carriers doing business in the State of Florida. Carriers shall be A rated (or better) by AM Best Company. City reserves the right to modify its insurance requirements with 60 days notice

4.4 Bonding Requirements

a. Bid Bond Security

All bidders shall furnish with their bids a bid bond. Said bid bond shall be issued by a surety duly authorized to conduct business in the State of Florida and shall be in the amount of five percent (5%) of the total amount of the bid. Bid security is submitted as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid and in the manner and form required as defined by the Contract Documents. The Bidder must be named as the principal of the bond. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

b. Performance and Payment Bond

The bidder to whom the Contract is awarded shall furnish to the City, without extra compensation, and shall maintain in effect throughout the life of the Contract, and for the duration of the period described in the bond, acceptable Performance and Payment bonds in sums at least equal to 100% of the full amount of the Contract, conditioned to indemnify and save harmless the City from and against any loss, damage, or expense ensuing from failure on the part of the Contractor to faithfully and properly perform the Contract or to promptly pay all its subcontractors, suppliers, materialmen or laborers for work completed on the Project.

The required forms for the performance and payment bonds are included in these Instructions. If within ten (10) calendar days after the acceptance of the bid, the successful bidder shall refuse or neglect to execute the contract and to furnish the required performance and payment bonds properly signed by the bidder and the surety or sureties satisfactorily to the owner, the bidder shall be deemed to be in default and the owner will retain the Bid Bond Security as liquidated damages, but not as a penalty. The owner reserves the option to accept the bid of any of the other bidders within ten (10) calendar days from default, in which case such acceptance shall have the same effect on such bidder as though he were the original, successful bidder.

4.5 Permitting Requirements

Contractor is required to obtain all required permits prior to the start of construction.

a. City of Destin Site & Building Permit
b. City of Destin Trade Permits (e.g. electrical, plumbing, etc.)
c. Any and all other applicable and/or required federal, state, and local permits

4.6 Codes and Standards

All project work shall be done in accordance with all applicable Federal, State, and local codes and standards which include, Florida State Building Codes, City Codes and Ordinances, Approved Development Order and Manufacturers Recommendations.

5.0 CONSTRUCTION CONSIDERATIONS

Project implementation for this scope of work under this RFB includes all labor, materials, equipment and services required for construction including any permitting, compliance with all federal, state and local codes and construction of the project. All new construction shall be completed as indicated in the construction documents. All work shall meet City standards and be performed to the satisfaction of the City Engineer or his designee. All materials and equipment shall be subject to inspection by the City prior to incorporation into the final work.

5.1 Subcontractor(s)

Unless otherwise stated in the contract documents or the bidding requirements, the contractor, as soon as practicable after award of the contract, shall furnish in writing to the City the names of persons or entities, including those who are to furnish materials or equipment fabricated to a special design, proposed for each principal portion of the Work. The City will promptly inform the bidder in writing whether it has reasonable objection to any such proposed person or entity. The City may consider the use of any particular subcontractor when evaluating whether a bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

5.2 Notice to Proceed

The City shall issue a signed Purchase order and official Notice to Proceed for the services referenced in this RFB and resulting contract. The Notice to Proceed shall be sent via facsimile

or email. Under no circumstances shall the City be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Contractor(s). The Contractor(s) must acknowledge receipt of the written Notice to Proceed.

The services shall commence upon written Notice to Proceed from the City, and the project shall be completed in accordance with the project schedule.

5.3 Changes in Scope of Work

a. "Additional work" shall be defined as work that results from a change or alteration in plans concerning the scope of work of the contract, or added work necessary to meet the performance goals of the scope of work.
b. "Extra work" shall be defined as work not required under the scope of work of the contract, is something done or furnished beyond the requirements of the contract, and is entirely outside and independent of the scope of work and not contemplated by it.
c. "Change Order" shall be defined as a written instrument prepared by and signed by the City and Bidder, stating the specific agreement upon all of the following: the change in the scope of work, the amount of the adjustment, if any, to the contract price, and the adjustment, if any, to the contract completion time.
d. No claim for additional or extra work will be considered or paid by the City unless a request for a Change Order is first submitted in writing by the Bidder and authorized by the City as a Change Order.
e. All change orders shall be considered a written addendum to the Contract.

5.4 Site Preparation

a. Clearing and Grubbing: All clearing, and grubbing shall be completed to limits shown in the construction documents and in accordance with applicable local, State and Federal ordinances/regulations.

b. Erosion Control: Erosion control devices shall be installed as shown in the construction documents. The contractor shall maintain all devices throughout the life of the contract.

c. Tree Protection: Those trees identified to remain at the completion of the project will be protected with orange construction fencing (or equivalent) throughout the duration of the project. The tree protection area is defined as a ring of fencing with a radius of 1' for every 1" of trunk diameter measured at 4.5' above ground level. Those hardscaped items to be removed during the demolition phase will have the tree protection added immediately after removal. Exceptions to this rule must be approved by the Project Manager in writing.

d. Public Infrastructure and Accesses: Contractor will be responsible for any damages to publicly owned infrastructure to include sidewalks, curb and gutter, storm sewer inlets/grates, manholes, pipes, etc. Repair or replacement of these items will adhere to

Florida Department of Transportation (FDOT), City of Destin, and Destin Water Users standards as applicable.

e. Access Control: Contractor will provide for 6' temporary chain-link fencing and gates with opaque screening to be placed around the perimeter of the site for the purpose of limiting access to only employees of the contractor, subcontractors, city employees/inspectors, utility personnel, etc. Any gates will be secured with padlocks to which the City will be given six (6) keys. Screening will be green mesh (or equivalent) and will extend from the bottom of the fencing to the top.

f. Hours of Operation: Contractor will limit times of activity to 6am to 6pm Monday through Sunday, in accordance with the City's Noise Ordinance. No construction activity shall take place on federally recognized Holidays. City of Destin reserves the right to direct the contractor as to specific days when work will be allowed.

5.5 Schedule for Delivery of Materials

The successful respondent shall be responsible for receiving all materials delivered.

5.6 Waste Disposal

Contractor shall be responsible for disposal of all waste and debris.

5.7 Site Utilities

All site utilities (Electrical, Potable Water, Wastewater, and Storm Drainage/Stormwater) shall be installed as indicated in the construction documents and shall comply with all applicable local, State and Federal codes and regulations in terms of material quality and workmanship. The contractor shall obtain all required permits prior to starting work.

5.8 Material Data

a. United States-Produced Iron and Steel (s. 255.0993, Fla. Stat.) - Any iron or steel product permanently incorporated into the project must be produced in the United States

5.9 Construction Administration & Management

a. Identify a Construction/ Quality Assurance Supervisor. Providing their name(s), qualifications including a minimum of five (5) years of experience on similar scope and magnitude projects.

b. Construction/Quality Assurance Supervisor to provide construction coordination and is responsible for communicating with City of Destin project manager, other contractors; provides directives to sub-contractors and attends scheduled construction meetings on site, and review of all project billing.

- If named individual is replaced during construction period, replacement will require approval of same or greater credentials and experience level initially proposed prior to replacements' start of work.
- Named individual is to provide input to reports and meeting minutes with City of Destin, and other contractors.
- Responsible for quality control of project and addressing areas that may affect the quality of the project's final product and identify inspection procedures to ensure poor quality issues do not occur.
- Construction and Quality Assurance Supervisor shall be responsible for overall project construction quality control, inspection/field condition reports, weekly progress reports, project photographs, project schedule coordination, inspection scheduling, and schedule and attend biweekly construction progress meetings with City and other designees

5.10 Inspection, Acceptance, and Title

Inspection and acceptance will be at destination unless otherwise stipulated by the City. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City, unless loss of damage results from negligence by the City or its Departments.

5.11 Disputes

In case of any doubt or differences of opinion as to the items to be furnished pursuant to the specifications of this Invitation to Bid, the decision of the City Manager shall be final and binding on both parties.

5.12 Payments Withheld

The City may withhold such amounts from any payment as may be necessary to protect itself from loss on account of:

a. Damage to adjacent property or right(s)-of-way(s)
b. Defective work not remedied;
c. Claims filed or reasonable evidence indicating probable filing of claims;

d. Failure of the Contractor to make payments properly to subcontractors or for material or labor;
e. A reasonable doubt that the contract can be completed for the balance then unpaid;
f. Damage to another contractor;
g. Failure to submit required reports; or
h. Modifications of the contract which necessitate the execution of change orders prior to payment of funds.

5.13 Temporary Suspension of Work

The City shall have the authority to suspend the work wholly or in part as it may deem appropriate where the Contractor fails to perform the work in accordance with plans and specifications.

a. In the event that the City suspends the work as a result of the failure of the Contractor to comply with plans and specifications, the Contractor shall not be entitled to assert claims for additional time and/or money to complete the project and shall remain liable for satisfactory completion of the contract within the contract time.
b. An order to suspend the work for periods exceeding one calendar day shall be in writing and shall include specific reason for the suspension.

5.14 Warranty Submittal Requirements

a. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by the Owner.

b. The City reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.

c. In the event that the equipment manufacturer or supplier is unwilling to provide a one (1) year warranty commencing at the start of the Correction Period, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the Contractor of the one (1) year warranty.

d. The City shall incur no labor or equipment cost during the guarantee period.

e. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by the manufacturer.

5.15 Defective Work

All work completed by the Bidder at any time during the progress of the work shall be subject to the inspection by the City, who shall have full power to accept or reject any part thereof.

The Bidder shall remedy any defective or unsatisfactory work at no additional cost to the City. In the event the Bidder fails to initiate corrections within forty-eight (48) hours after written notice, the City shall have full right to have same done and to bill the Bidder for cost thereof.

5.16 Project Close-out

Upon notice from the Bidder that work is completed in accordance with the specifications, the City shall make a final inspection of the work. The Bidder will be notified of all instances where his work fails to comply with the specifications. The Bidder shall immediately make those alterations which will make the work fully comply with the specifications. The Bidder shall immediately correct or complete all issues as well as defects that were identified by the City or his/her representative. Upon completion of the repair work the Bidder shall notify the City when it is ready for inspection. The City shall make a final inspection of the work and notify the Bidder of any necessary repair work that is not completed. The Bidder shall immediately complete all incomplete work and arrange for re-inspection.

In order to accept project as final the following must occur:

a. Completion of the punch list.

b. Acceptance and occupancy of the project.

c. Submission and approval of final invoice.

d. Submission of all product warranties and operating manuals.

e. Successful Final Completion inspection by the City of Destin, including all Certificate of Occupancy and/or Certificate of Completion requirements.

f. Provide accurate construction As-Built drawings representing final installation. Provide surveyed As-Built drawings for underground utilities. Provide As-Built information to City of Destin Engineer for review and approval prior to final approval.

g. Receipt of two (2) hardcopy as-built drawings, stamped by contractor as “As-Built”, in addition to both AutoCAD and PDF electronic versions on a flash drive.

h. Provide at close of project, all Operations and Maintenance Manuals that include all information and warranties. Provide two (2) copies and an electronic copy in PDF format, on same flash drive.

i. Provide written warranties covering quality of labor and installation of all products/materials.

j. All final project submittals are required to be on flash drive format. Documents can be submitted as PDF files.

Any documents prepared by the construction team for this project are for the City of Destin's use. City of Destin shall have sole ownership of such documents to include making reproducible copies for its use and information in connection with follow-up contracts for design services, further planning, construction, or for permitting uses.

6.0 EVALUATION OF RESPONSES

6.1 Selection Process

In general, the City will conduct the selection process in accordance with this Section and all applicable City purchasing policies and procedures.

6.2 Scoring

The criteria to determine the lowest, best responsive, and responsible bidder, is listed numerically below by their relative order of importance.

EVALUATION CRITERIA	Max POINTS
Price Proposal (1-5 points) x2	10
Qualifications/Experience (1-5 points)	5
Project Approach (1-5 points)	5
Past Performance (1-5 points)	5
TOTAL	**25**

Scoring Guidance
5 points: Meets the requirement 100%.
4 points: Some minor gaps but substantially meet the requirements.
3 points: More moderate gaps and does not meet the requirements.
2 points: Only partially meets the requirements.
1 point: Does not meet the requirements at all.

6.3 Criteria Descriptions

a. Price Proposal
- Costs will be evaluated based on the items outlined in the scope of work and price proposal submission requirements.
- Are costs reasonable compared to the work performed? Are assumptions used in developing costs reasonable?

- Did bidder provide all the requested cost information?
- How competitive is the price proposal compared to the others received?

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

c. Project Approach and Performance Differentiators
- Does the submittal include detailed information that demonstrates the bidder's understanding of the scope of work and how they intend to meet the objectives of the project?
- Does submittal demonstrate the firm's ability to manage existing budgets and implement cost controls throughout a project?
- Has bidder demonstrated knowledge of local site conditions and applicable requirements? Does submittal contain approach to receiving permitting and maintaining the original construction scheduled as provided for in the scope of work?
- Is project approach specific, describing the means and methods of accomplishing the work. Does it identify any key issues on the project and/or propose some potential solutions?
- Is contractors schedule and availability practical and meet project requirements?

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

7.0 SUBMITTAL REQUIREMENTS

7.1 No Contact Clause

All prospective responsive bidders are hereby instructed to not contact any member of the Destin City Council, City Manager, or City of Destin staff member other than the authorized city contact

person identified below, regarding this solicitation or the responsive bidder's submittal package. In order to ensure a fair, competitive, and open process, once a project is advertised all communications between interested responsive bidder and the City must be directed to:

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
clerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

Any such contact to anyone but the Clerk may be cause for rejection of your submittal.

7.2 Addenda

Submitter acknowledges that it is the submitter's responsibility to determine whether an Addendum has been issued; and if so, to obtain copies of such Addendum from the City Clerk of Destin, and agrees to be bound by all addenda that have been issued for this Request for Bids. If addendum is issued, responsive bidder shall sign and return each addendum with the submittal package. Failure to return signed any and all addenda may disqualify the submittal.

7.3 Inquiries

The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFB. The City will respond to written, e-mailed or faxed; inquiries received by 2:00 p.m. (CT), on October 17, 2025. Questions or requests for Bid documents, plans and specifications regarding this RFB may be directed to the City Clerk, 4200 Indian Bayou Trail 32541 (850) 837-4242 rbailey@cityofdestin.com.

7.4 Submittal Preparation

Submittals should be prepared in the following order:

a. Coversheet: provide a submittal cover sheet that includes NO. 25-13-PW, MATTIE KELLY OUTFALL PROJECT, bid opening date and responsive bidder contact information.
b. Table of Contents: provide Table of Contents to aid the evaluation of the qualifications
c. Transmittal Letter: provide a signed letter of transmittal that demonstrates the responsive bidder’s:
    - commitment to perform the work,

- understanding of the work to be done, including approach, notional schedule, assumptions, contingencies, and mitigating factors
- delineating features that articulate why it is the best qualified firm to perform the work (e.g. bidder's qualifications, competence, and capacity for the construction proposed in this RFB),

d. Price Proposal Sheet
e. Completed Forms [Reference RFB Attachments]
   - Attachment NO. 1 - Responsive Bidder Qualification Statement
   - Attachment NO. 2 - Public Entity Crime Form
   - Attachment NO. 3 - Drug Free Workplace Certification Form
   - Attachment NO. 4 - Bid Bond Form
   - Attachment NO. 5 - Anti-Human Trafficking Affidavit
   - Attachment NO. 6 - Anti-Collusion Statement
f. Proof of Insurance: provide proof of insurance meeting minimum insurance requirements as outlined in section 4.3 Insurance Requirements.
g. Proof of licensing and certifications: provide proof of licensing and certifications meeting minimum requirements as outlined in section 4.2 License Requirements.
h. Addendums (if applicable)

Failure to provide any of the above listed mandatory information shall result in the elimination of the submittal package from consideration.

7.5 Price Proposal Sheet

The 'Total Base Bid' and 'Total Alternative Bid Items' amounts, as respectively submitted by the bidder in the Price Proposal Sheet, shall include the cost of all work and all costs incidentals thereto, to accomplish the scope identified in this RFB and supporting Exhibits.

7.6 Conflict of Interest Disclosure

Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all responsive bidders must disclose with the RFB submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all responsive bidders must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

7.7 Drug Free Workplace Program

Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more proposals, which are equal in respect to quality and service, are received and rated by the City. Responsive bidders intending to demonstrate a Drug-Free Workplace Program shall provide certification form with the RFB submittal.

7.8 Public Entity Crime Form

Each submittal shall contain a completed Public Entity Crime Form pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any proposal from or award any contract to, or transact any business in excess of the threshold amount for Category Two ($25,000) for a period of thirty-six months from the date placed on the convicted vendor list.

7.9 Anti-Human Trafficking Affidavit

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

7.10 Sealed Submittal Packages

All proposals to be considered must be in the possession of the Destin City Clerk no later than **2:00 p.m. (CT), on October 30, 2025**. Submittals may be mailed or delivered to the Office of the City Clerk at the address below and shall be submitted in a sealed envelope clearly marked **"RFB NO. 25-13-PW - MATTIE KELLY OUTFALL PROJECT"** and note the time and date of the opening. Regardless of method of delivery, each responsive bidder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Proposals offered or received after the time set for the Bid Opening will be rejected and returned unopened to the submitter.

Mailing and Hand Delivery Address:

City Clerk Rey Bailey
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
850-837-4242
clerk@cityofdestin.com
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

7.11 Bid Withdrawals

Bidders may withdraw a bid after it has been deposited with the Purchasing Division office any time before the scheduled time for opening the bids.

7.12 Bid Opening

Proposals are presently scheduled to be opened publicly and read aloud at **2:00 p.m. (CT), on October 30, 2025** in the City of Destin, City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida.

7.13 Reservation of Rights

The City reserves the right to reject any and all proposals or portions thereof, to waive minor defects and informalities in the process, to re-advertise, to accept the proposal or award multiple proposals or take any other actions deemed by the City to be in the City's best interest.

7.14 Public Records

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

The successful responsive bidder shall:

a. Keep and maintain public records required by the CITY to perform the service.
b. Upon request from the City's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.
d. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY agency to perform the service. If the GROUP transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the GROUP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

RFP NO. 25-13-PW
ATTACHMENT NO. 1
RESPONSIVE BIDDER QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin
CITY CLERK'S OFFICE
4200 Indian Bayou Trail
Destin, Florida 32541
Telephone: (850) 837-4242

Check One

Submitted By: Corporation ☐

Name: _____ Partnership ☐

Address: _____ Individual ☐

City, State, Zip: _____ Other ☐

Telephone No.: _____

Email: _____

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the responsive bidder is:

   _____

   The address of the principal place of business is:

   _____

   _____

2. If responsive bidder is a corporation, answer the following:

   a. Date of Incorporation: _____

   b. State of Incorporation: _____

   c. President's name: _____

   d. Vice President's name: _____

e. Secretary's name: _____

f. Treasurer's name: _____

g. Name and address of Resident Agent: _____

3. If responsive bidder is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

_____

_____

_____

c. State whether general or limited partnership: _____

4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

_____

_____

_____

5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

_____

6. How many years has your organization been in business under its present business name?

_____

Under what other former names has your organization operated?

_____

_____

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

_____

_____

_____

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

_____

_____

_____

9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

_____

_____

_____

10. State the name of the individual who will have personal supervision of the work:

_____

11. State the name and address of attorney, if any, for the business of the responsive bidder:

_____

_____

12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

_____

_____

13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

_____

_____

_____

14. Annual Average Revenue of the responsive bidder for the last three years as follows:

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

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

15. Bank References:

Bank	**Address**	**Telephone**

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

_____

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

_____

_____

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

_____

_____

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

_____

_____

_____

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

_____

_____

The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed)_____

(Title)_____

Subscribed and sworn to before me

This _____ day of _____, 20 _____

_____
Notary Public (Signature)

My Commission Expires: _____

END OF SECTION

RFP NO. 25-13-PW
ATTACHMENT NO. 2
PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted with Bid, Proposal or Contract _____
_____

2. This sworn statement is submitted by _____whose business address is _____
_____

and (if applicable) Federal Employer Identification Number (FEIN) is _____(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

3. My name is _____and my relationship to the entity named above is_____

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

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

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

1. A predecessor or successor of a person convicted of a public entity crime; or

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person.

A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

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

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

____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

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

_____ Date: _____

(Signature)

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this ___day of_____, 20___, and is personally known to me, or has provided_____ as identification.

_____
Notary Public

My Commission expires:

END OF SECTION

RFP NO. 25-13-PW
ATTACHMENT NO. 3
DRUG-FREE WORKPLACE CERTIFICATION

The below signed submitter certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.

4. In the statement specified in subsection 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.

5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY:_____

ADDRESS:_____

CITY:_____STATE:_____ZIP CODE: _____

TELEPHONE NUMBER:_____

SIGNATURE:_____DATE:_____

NAME (TYPED OR PRINTED):_____

TITLE: _____

END OF SECTION

RFP NO. 25-13-PW
ATTACHMENT NO. 4
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as _____ Principal, and as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as Owner in the penal sum of, (five percent (5%) of the Contract Bid) _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this ____day of_____, 20__

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFB NO. 25-13-PW, MATTIE KELLY OUTFALL PROJECT.**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

2. This obligation shall be null and void if:
   2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
   2.2 All bids are rejected by Owner, or
   2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

10. The term 'bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):	Surety (Print Full Name):
_____	_____
	(Seal) Surety's Name and Corporate Seal
By:_____ (L.S.)	By: _____
	Signature (attach power of attorney)
Title:_____	Title:_____
Attest: _____	Attest: _____
Signature and Title	Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

RFP NO. 25-13-PW
ATTACHMENT NO. 5
ANTI-HUMAN TRAFFICKING AFFIDAVIT

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

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

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

FURTHER AFFIANT SAYETH NAUGHT.

_____
Printed Name:
Title:
Nongovernmental entity:
Date:

STATE OF _____
COUNTY OF _____

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

_____
Notary Public

(Notary Seal)

RFP NO. 25-13-PW
ATTACHMENT NO. 6
ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT:
The below signed bidder has not divulged to, discussed, or compared his or her bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

_____	_____
Bidder's Company Name	Authorized Signature
_____	_____
	Authorized Signatory (Print Name)
_____	_____
Address	Title
_____	_____
Phone #	Fax #
_____	
Federal ID # or SS #	

See documents posted on https://www.cityofdestin.com/Bids.aspx.

Exhibit A – Price Proposal Sheet

Bidder may use paper copy provided on next page of this bid document or may use the MS Excel fillable spreadsheet posted at the site above.

Exhibit B – Civil Design Plans

EXHIBIT A - BID PROPOSAL FORM
PRICE PROPOSAL SHEET
Destin, FL
RFB NO. 25-13-PW, Mattie Kelly Outfall

BIDDER NAME:

Item No.	Unit	Amt	Description	Unit Price	Total Price
			SECTION 1 - GRADING		
1.1	LS	1	**Mobilization / Demobilization including City Permits**	$	$
1.2	LS	1	**Maintenance of Traffic**	$	$
1.3	EA	2	**Temporary Portable Changeable Message Sign**	$	$
1.4	LS	1	**Clearing and Grubbing**	$	$
1.5	LS	1	**Excavation & Embankment**	$	$
1.6	LS	1	**Pavement Demolition / Sawcut Asphalt**	$	$
1.7	LS	1	**Final Grassing / Stabilization**	$	$
			SECTION 2 - SITE IMPROVEMENTS		
2.1	SY	246	**Pavement Patch / Repair / Overlay**	$	$
2.2	SY	72	**4" Concrete Sidewalk**	$	$
2.3	LF	453	**Double Silt Fence**	$	$
2.4	EA	2	**Turbidity Curtain**	$	$
2.5	LS	1	**Thermoplastic Crosswalk Striping**	$	$
2.6	LF	260	**6" Themoplastic Lane Striping**	$	$
				$	$
				$	$
			SECTION 3 - STORM DRAINAGE SYSTEM		
3.1	LS	1	**Arch Culvert System**	$	$
				$	$
			SECTION 4 - WATER & SEWER SYSTEMS		
4.1	LS	1	**Cap & Grout Fill Abandoned Water & Sewer**	$	$
4.2	LF	182	**Water / Sewer Directional Bores**	$	$
4.3	EA	3	**Air Relief Valves**	$	$
4.4	LS	1	**Misc. Fittings / Connections**	$	$
			SECTION 5 - MISCELLANEOUS		
5.1	LS	1	**Testing & Certifications**	$	$
5.2	LS	1	**Misc Survey / Staking**	$	$
				$	$
				TOTAL BASE BID:	$

The bidder further proposes that, in the event additions or deletions are made from the Drawings and Specifications for the proposed work, the total adjustments to Bid shall be computed based on the following Unit Prices for the following types of construction. The City reserves the right to delete these Unit Prices from the Contract if, in their opinion they are unbalanced or not reasonable.

Item No.	Unit	Amt	Description	Unit Price	Total Price
				$	$
				$	$
				$	$
				$	$
ALTERNATE BID ITEMS					
				$	$
				$	$
				$	$
				TOTAL ALTERNATE BID ITEMS:	$

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

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

RE-CHECK YOUR QUOTATIONS PRIOR TO SUBMISSION

FOR PERMITTING ONLY - NOT FOR CONSTRUCTION

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

VICINITY MAP
NOT TO SCALE

CLIENT INFORMATION

CITY OF DESTIN
C/O RYAN J. SCOTT, P.E. - CITY ENGINEER
4100 INDIAN BAYOU TRAIL
DESTIN, FLORIDA 32541
PHONE: (850) 279-4102
EMAIL: rscott@cityofdestin.com

NOTE

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

UTILITY PROVIDERS

(WATER/SEWER)
DESTIN WATER USERS
218 MAIN STREET
DESTIN, FL 32541
(850) 837-4930

(TELEPHONE)
CENTURYLINK
411 MARY ESTHER CUTOFF
FT. WALTON BEACH, FL 32548
(850) 244-1150

(ELECTRIC)
FLORIDA POWER & LIGHT
140 HOLLYWOOD BLVD SW
FT. WALTON BEACH, FL 32548
(800) 225-5797

(GAS)
OKALOOSA GAS DISTRICT
20 HUGHES STREET NE
FT. WALTON BEACH, FL 32548
(850) 729-4700

(FIRE DISTRICT)
DESTIN FIRE CONTROL DISTRICT
848 AIRPORT ROAD
DESTIN, FLORIDA 32541
(850) 837-8413

DUTY TO INDEMNIFY

THE CONTRACTOR SHALL DEFEND, INDEMNIFY, KEEP AND SAVE HARMLESS THE OWNER AND ENGINEER AND THEIR RESPECTIVE MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES, IN BOTH INDIVIDUAL AND OFFICIAL CAPACITIES, AGAINST ALL SUITS, CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, CAUSED BY, GROWING OUT OF, OR INCIDENTAL TO THE PERFORMANCE OF THE WORK UNDER THE CONTRACT BY THE CONTRACTOR OR ITS SUBCONTRACTORS TO THE FULL EXTENT AS ALLOWED BY THE LAWS OF THE STATE OF FLORIDA AND NOT BEYOND ANY EXTENT WHICH WOULD RENDER THESE PROVISIONS VOID OR UNENFORCEABLE. IN THE EVENT OF ANY SUCH INJURY (INCLUDING DEATH) OR LOSS OR DAMAGE, OR CLAIMS THEREFORE, THE CONTRACTOR SHALL GIVE PROMPT NOTICE TO THE OWNER.

SHEET INDEX	
#	TITLE
01	COVER SHEET
02	EXISTING CONDITIONS
03	DETOUR PLAN
04	BRIDGE SITE PLAN
05	ROADWAY SITE PLAN
06	GRADING & DRAINAGE PLAN
07	UTILITY PLAN
08	BOX CULVERT DETAILS
09	BOX CULVERT DETAILS
10	BOX CULVERT DETAILS
11	FDOT INDEX 102-600
12	FDOT INDEX 102-600
13	FDOT INDEX 102-600
14	FDOT INDEX 102-661
15	FDOT INDEX 515-062
16	FDOT INDEX 515-062
17	SPECIFICATIONS I
18	SPECIFICATIONS II

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

JAMIE STEWART EUBANKS LICENSE No 71438 STATE OF FLORIDA PROFESSIONAL ENGINEER

JAMIE S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

REV.	DATE	DESCRIPTION	BY
...	...	...	...

CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

COVER SHEET

NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

JOB: 24-25
DATE: 5/14/2025
DESIGNED: JSE
DRAWN: MPF/JMF

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

DRAWING NUMBER
01 OF 18

SHEET NUMBER
C01

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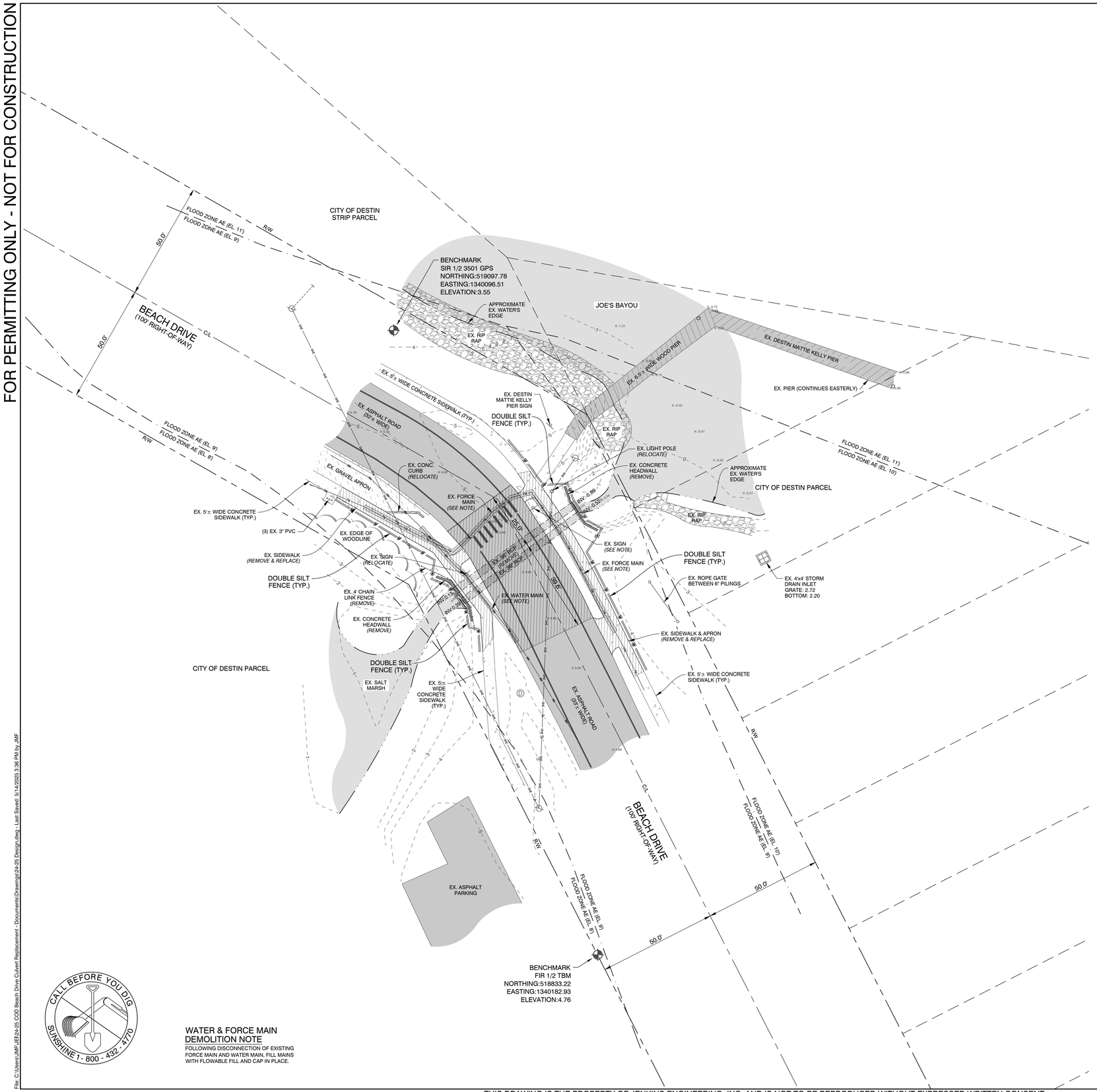

CALL BEFORE YOU DIG
SUNSHINE 1 - 800 - 432 - 4770

WATER & FORCE MAIN DEMOLITION NOTE

FOLLOWING DISCONNECTION OF EXISTING FORCE MAIN AND WATER MAIN, FILL MAINS WITH FLOWABLE FILL AND CAP IN PLACE.

N

0 10' 20' 40' 60'

HORIZONTAL SCALE: 1" = 20'

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

JAMIE STEWART EUBANKS
LICENSE
No 71438
STATE OF FLORIDA
PROFESSIONAL ENGINEER

JAMIE S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

REV	DATE	DESCRIPTION	BY
...	...	...	...

CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

EXISTING CONDITIONS
NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

JOB: 24-25
DATE: 5/14/2025
DESIGNED: JSE
DRAWN: MPF/JMF

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

DRAWING NUMBER
02 OF 18

SHEET NUMBER
C02

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HORIZONTAL SCALE: 1" = 100'
0 50 100' 200' 300'

N

CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

DETOUR PLAN
NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

JOB: 24-25
DATE: 5/14/2025
DESIGNED: JSE
DRAWN: MPF/JMF

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

DRAWING NUMBER 03 OF 18

SHEET NUMBER C03

REV	DATE	DESCRIPTION	BY
***	***	***	***

JAMES S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

STATE OF FLORIDA ★ JAMES STEWART MURPHY EUBANKS ★ LICENSE No. 71438 ★ PROFESSIONAL ENGINEER

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

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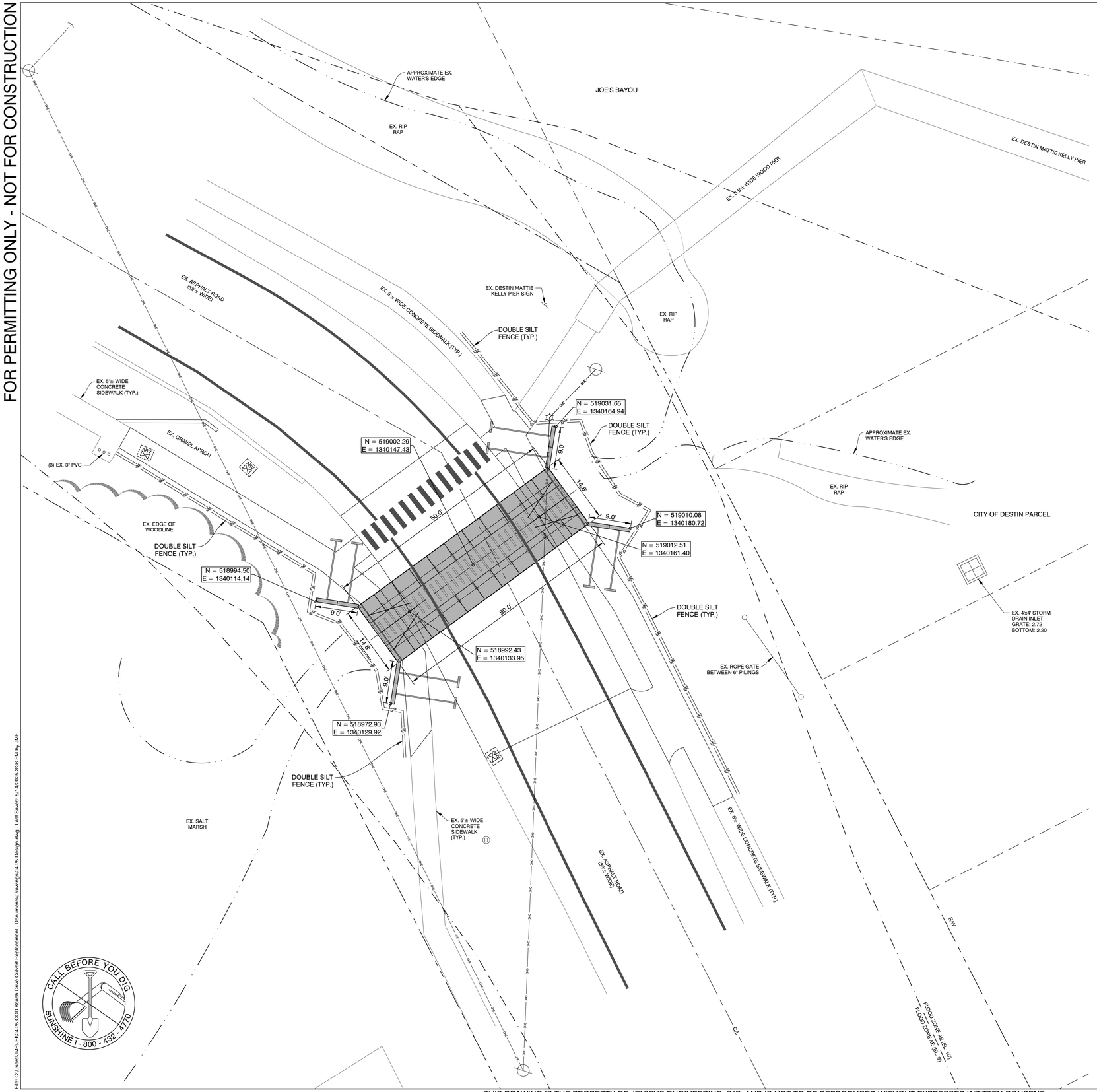
FOR PERMITTING ONLY - NOT FOR CONSTRUCTION



CALL BEFORE YOU DIG SUNSHINE 1 - 800 - 432 - 4770

N

0 5' 10' 20' 30'

HORIZONTAL SCALE: 1" = 10'

JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
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JAMIE STEWART EUBANKS LICENSE No 71438 STATE OF FLORIDA PROFESSIONAL ENGINEER

JAMIE S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

BY	DATE	DESCRIPTION
...	...	...

CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

BRIDGE SITE PLAN

JOB:	24-25
DATE:	5/14/2025
DESIGNED:	JSE
DRAWN:	MPF/JMF

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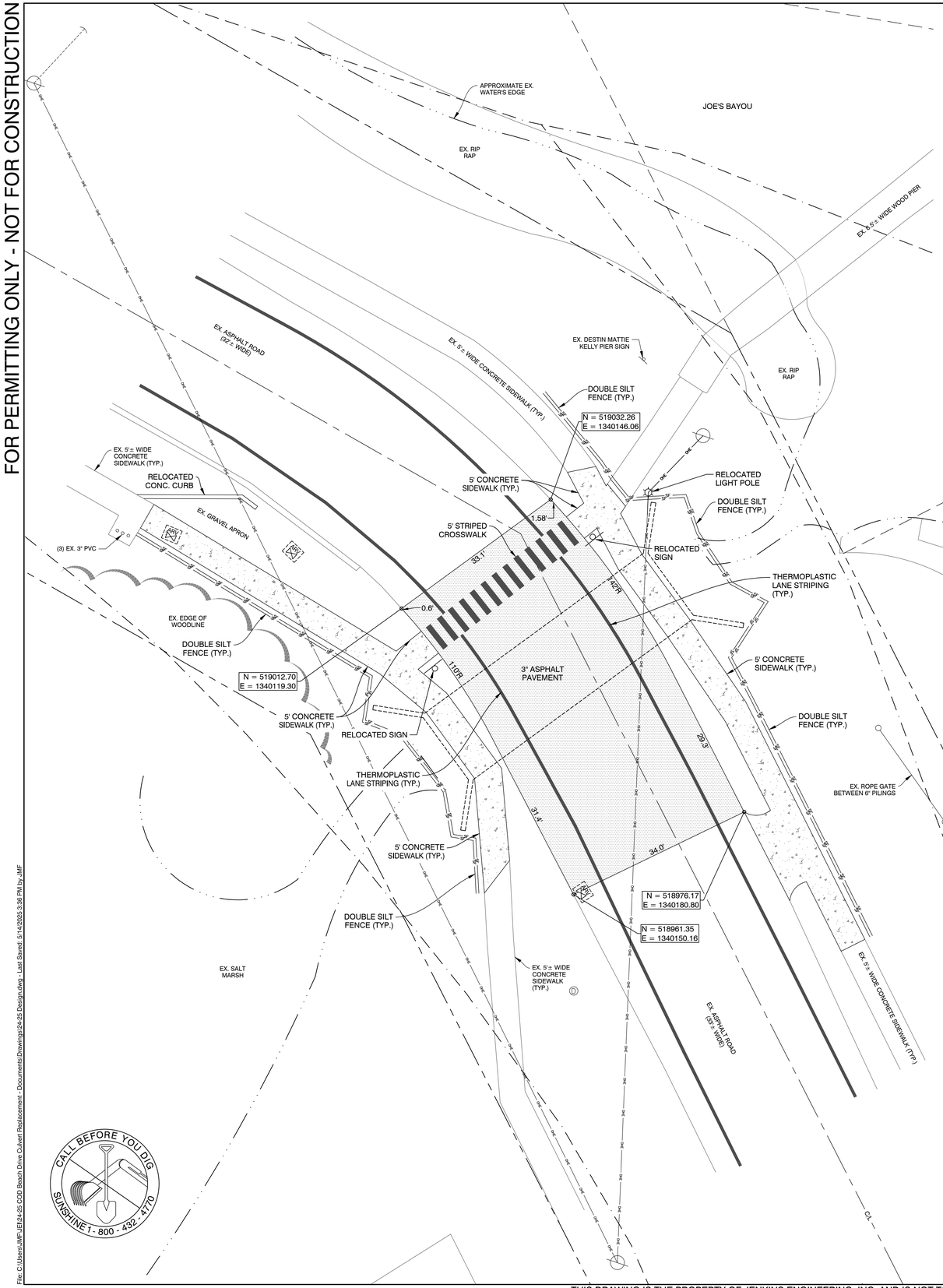

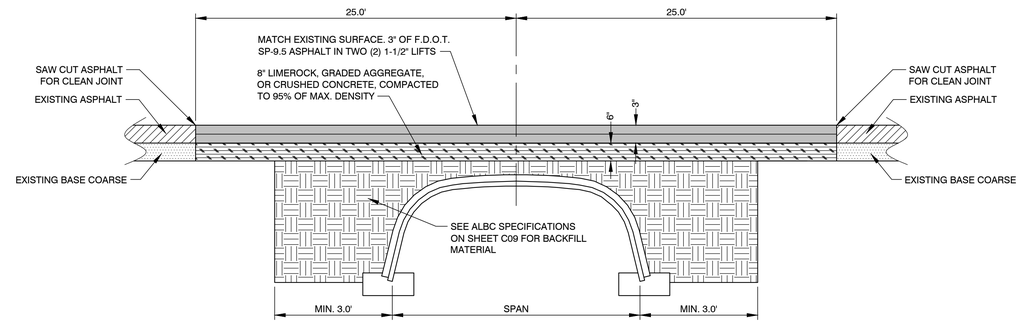

1. ASPHALT MILL & OVERLAY/INLAY PAVEMENT TREATMENT SHALL BE FULL WIDTH OF ALL LANES IMPACTED BY THE CUT(S).
2. CERTIFIED COMPACTION & CORE TESTING SHALL BE REQUIRED TO CONFIRM PAVEMENT & FILL REQUIREMENTS ARE MET.
3. IF PAVEMENT CUT WITHIN CITY OF DESTIN WHITE SAND ZONE, PROVIDE 12" COMPACTED BASE (NO CLAY/STAINING MATERIAL SHALL BE USED) TO A 98% MAX. STANDARD PROCTOR DENSITY.
4. REPLACE ANY DISTURBED STRIPING WITH THERMOPLASTIC TO MATCH EXISTING.
5. SIDEWALKS CUT OR DAMAGED MUST BE REPLACED WITH MINIMUM 4-INCHES OF 3,000 PSI CONCRETE & ONLY IN FULL PANELS.
6. CITY STAFF SHALL INSPECT CONCRETE FORM WORK PRIOR TO ANY CONCRETE DELIVERY.
7. IN CASES WHERE SIDEWALK IS 6-FEET OR WIDER, 4,000 PSI FIBER REINFORCED CONCRETE SHALL BE USED.

NOTE:
EXISTING PAVEMENT SHALL BE MILLED TO EXISTING BASE MATERIAL. NEW FULL DEPTH ASPHALT SHALL BE INSTALLED IN ACCORDANCE WITH PATCH DETAIL. PATCH DEPTHS MAY VARY DUE TO EXISTING ASPHALT PATTERNS IN THIS AREA. CONTACT ENGINEER AND CITY OF DESTIN IF DISCREPANCIES ARE NOTED DURING MILLING PROCESS.

STREET PATCH DETAIL
N.T.S.

CALL BEFORE YOU DIG SUNSHINE 1 - 800 - 432 - 4770

N

0 5' 10' 20' 30'
HORIZONTAL SCALE: 1" = 10'

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

JAMIE STEWART EUBANKS LICENSE No 71438 STATE OF FLORIDA PROFESSIONAL ENGINEER

JAMIE S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

REV/	DATE	DESCRIPTION	BY
...	...	...	...

CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

ROADWAY SITE PLAN

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ELEVATION:3.55

APPROXIMATE EX. WATER'S EDGE

JOE'S BAYOU

EX. RIP RAP

EX. DESTIN MATTIE KELLY PIER

EX. 6.2± WIDE WOOD PIER

EX. ASPHALT ROAD (52'± WIDE)

EX. 5'± WIDE CONCRETE SIDEWALK (TYP.)

EX. DESTIN MATTIE KELLY PIER SIGN

DOUBLE SILT FENCE (TYP.)

EX. 5'± WIDE CONCRETE SIDEWALK (TYP.)

EX. GRAVEL APRON

(3) EX. 3" PVC

5.14

4.94

4.38

4.90

4.90

4.41

4.73

4.95

4.46

APPROXIMATE EX. WATER'S EDGE

EX. RIP RAP

CITY OF DESTIN PARCEL

EX. EDGE OF WOODLINE

DOUBLE SILT FENCE (TYP.)

EX. 4'x4' STORM DRAIN INLET GRATE: 2.72 BOTTOM: 2.20

EX. ROPE GATE BETWEEN 6" PILINGS

EX. SALT MARSH

EX. 5'± WIDE CONCRETE SIDEWALK (TYP.)

EX. ASPHALT ROAD (52'± WIDE)

EX. 5'± WIDE CONCRETE SIDEWALK (TYP.)

RW

CL

FLOOD ZONE AE (EL. 10')
FLOOD ZONE AE (EL. 9')

CALL BEFORE YOU DIG
SUNSHINE 1 - 800 - 432 - 4770

N

0 5' 10' 20' 30'

HORIZONTAL SCALE: 1" = 10'

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FAX 850.837.2450
JEICIVIL.COM

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BY	DESCRIPTION	DATE	REV
...	...	...	...

CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

GRADING & DRAINAGE PLAN

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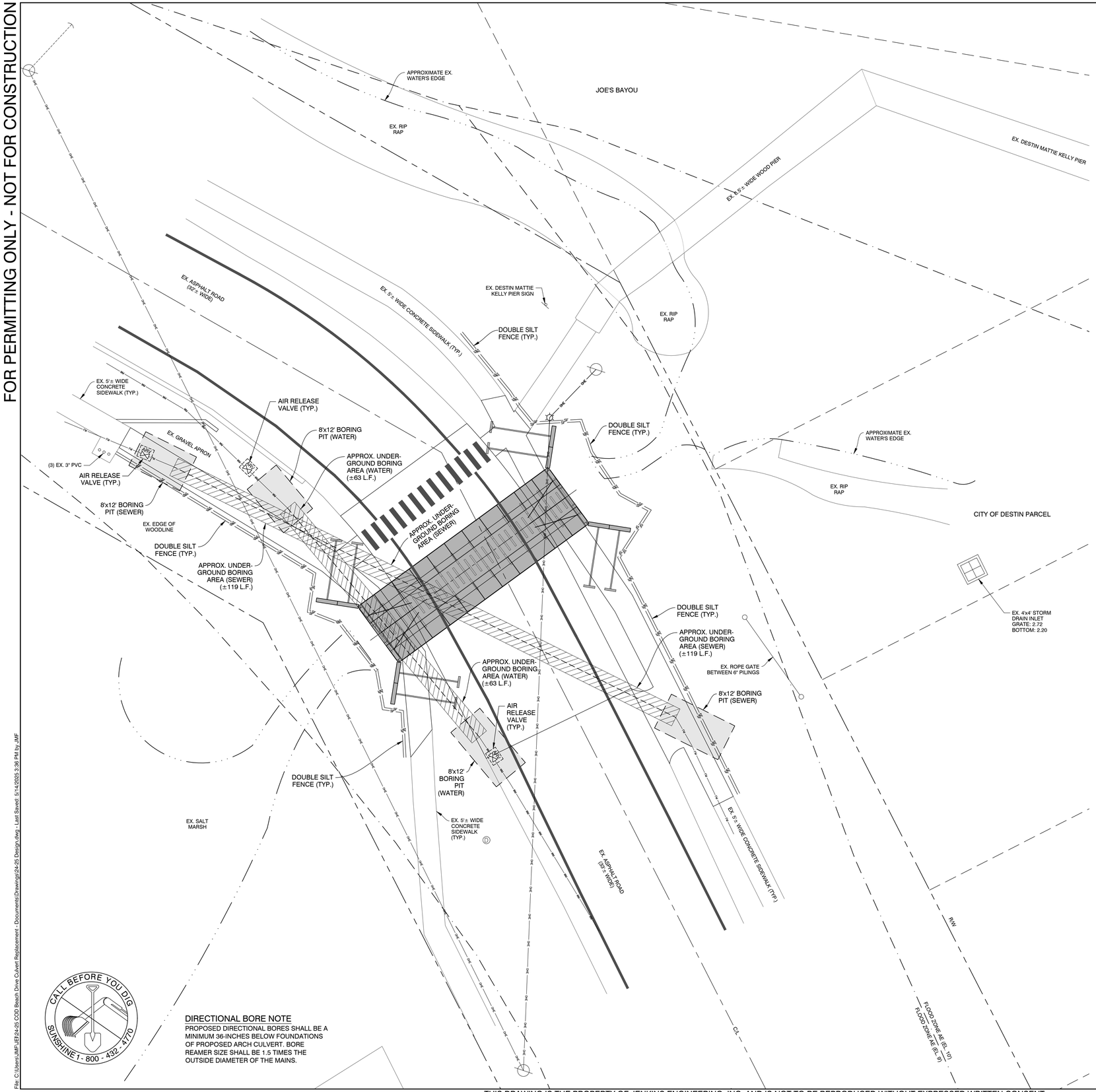

CALL BEFORE YOU DIG SUNSHINE 1 - 800 - 432 - 4770

DIRECTIONAL BORE NOTE

PROPOSED DIRECTIONAL BORES SHALL BE A MINIMUM 36-INCHES BELOW FOUNDATIONS OF PROPOSED ARCH CULVERT. BORE REAMER SIZE SHALL BE 1.5 TIMES THE OUTSIDE DIAMETER OF THE MAINS.

N

0 5' 10' 20' 30'

HORIZONTAL SCALE: 1" = 10'

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FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450
JEICIVIL.COM

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JAMIE S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

REV	DATE	DESCRIPTION
BY	...	...

CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

UTILITY PLAN

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PROJECT SUMMARY

LOCAL BRIDGE CONSULTANT
- NAME = Patrick Herl
- EMAIL = Patrick.Herl@contechES.com
- PHONE NUMBER = 614-310-8770

STRUCTURE DETAILS
- STRUCTURE #1
- SPAN = 8'-9"
- RISE = 2'-6"
- LENGTH = 63.25 FT.
- LOAD = HL-93
- SHELL TYPE = R1
- MIN COVER = 1.4 (ft)
- MAX COVER = 5 (ft)

FOUNDATIONS
- FOUNDATION TYPE = STEEL EXPRESS

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

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

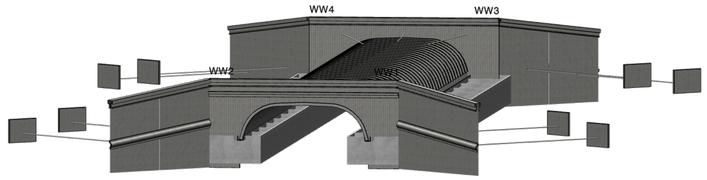
WINGWALLS
- WW1 ANGLE = 45 DEG.
- WW1 LENGTH = 9 FT.
- WW1 HIGH HEIGHT = 6.17 FT.
- WW1 LOW HEIGHT = 5.00 FT.

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

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

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

ALBC ALUMINUM BOX CULVERT DYO
ALBC #1



NOTES

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

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

CONTECH STRUCTURAL PLATE

DYOB DRAWING

DYO61677 822741 BEACH DRIVE
ALBC #1
DESTIN,FL
ALBC ALUMINUM BOX CULVERT 8'-9" SPAN X 2'-6" RISE

PROJECT No.: 43712	DYO No.: 61677	DATE: 10/21/2024	
DESIGNED: DYO	DRAWN: DYO		
CHECKED: DYO	APPROVED: DYO		
SHEET NO.: D1	OF D10		

1.0 STANDARDS AND DEFINITIONS

1.1 STANDARDS - ALL STANDARDS REFER TO LATEST EDITION UNLESS OTHERWISE NOTED.

1.1.1 ASTM B-864 "STANDARD SPECIFICATION FOR CORRUGATED ALUMINUM BOX CULVERTS" (AASHTO DESIGNATION M-219).

1.1.2 AASHTO LRFD SPECIFICATION FOR HIGHWAY BRIDGES - SECTION 12 DIVISION I - DESIGN.

1.1.3 AASHTO LRFD SPECIFICATION FOR HIGHWAY BRIDGES - SECTION 26 DIVISION II - CONSTRUCTION.

1.2 DEFINITIONS

1.2.1 OWNER - IN THESE SPECIFICATIONS THE WORD "OWNER" SHALL MEAN XXXX

1.2.2 ENGINEER - IN THESE SPECIFICATIONS THE WORD "ENGINEER" SHALL MEAN THE ENGINEER OF RECORD OR OWNER'S DESIGNATED ENGINEERING REPRESENTATIVE.

1.2.3 MANUFACTURER - IN THESE SPECIFICATIONS THE WORD "MANUFACTURER" SHALL MEAN CONTECH ENGINEERED SOLUTIONS, LLC 800-338-1122.

1.2.4 CONTRACTOR - IN THESE SPECIFICATIONS THE WORD "CONTRACTOR" SHALL MEAN THE FIRM OR CORPORATION UNDERTAKING THE EXECUTION OF ANY INSTALLATION WORK UNDER THE TERMS OF THESE SPECIFICATIONS.

1.2.5 APPROVED - IN THESE SPECIFICATIONS THE WORD "APPROVED" SHALL REFER TO THE APPROVAL OF THE ENGINEER OR HIS DESIGNATED REPRESENTATIVE.

1.2.6 AS DIRECTED - IN THESE SPECIFICATIONS THE WORDS "AS DIRECTED" SHALL REFER TO THE DIRECTIONS TO THE CONTRACTOR FROM THE OWNER OR HIS DESIGNATED REPRESENTATIVE.

2.0 GENERAL CONDITIONS

2.1 THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIAL AND EQUIPMENT AND PERFORM ALL WORK AND SERVICES EXCEPT THOSE SET OUT AND FURNISHED BY THE OWNER, NECESSARY TO COMPLETE IN A SATISFACTORY MANNER THE SITE PREPARATION, EXCAVATION, FILLING, COMPACTION, GRADING AS SHOWN ON THE PLANS AND AS DESCRIBED THEREIN. THIS WORK SHALL CONSIST OF ALL MOBILIZATION CLEARING AND GRADING, GRUBBING, STRIPPING, REMOVAL OF EXISTING MATERIAL UNLESS OTHERWISE STATED, PREPARATION OF THE LAND TO BE FILLED, FILLING OF THE LAND, SPREADING AND COMPACTION OF THE FILL, AND ALL SUBSIDIARY WORK NECESSARY TO COMPLETE THE GRADING OF THE CUT AND FILL AREAS TO CONFORM WITH THE LINES, GRADES, SLOPES, AND SPECIFICATIONS. THIS WORK IS TO BE ACCOMPLISHED UNDER THE OBSERVATION OF THE OWNER OR HIS DESIGNATED REPRESENTATIVE.

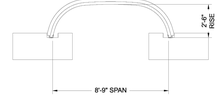
2.2 PRIOR TO BIDDING THE WORK, THE CONTRACTOR SHALL EXAMINE, INVESTIGATE AND INSPECT THE CONSTRUCTION SITE AS TO THE NATURE AND LOCATION OF THE WORK, AND THE GENERAL AND LOCAL CONDITIONS AT THE CONSTRUCTION SITE, INCLUDING WITHOUT LIMITATION, THE CHARACTER OF SURFACE OR SUBSURFACE CONDITIONS AND OBSTACLES TO BE ENCOUNTERED ON AND AROUND THE CONSTRUCTION SITE AND SHALL MAKE SUCH ADDITIONAL INVESTIGATION AS HE MAY DEEM NECESSARY FOR THE PLANNING AND PROPER EXECUTION OF THE WORK.

IF CONDITIONS OTHER THAN THOSE INDICATED ARE DISCOVERED BY THE CONTRACTOR, THE OWNER SHALL BE NOTIFIED IMMEDIATELY. THE MATERIAL WHICH THE CONTRACTOR BELIEVES TO BE A CHANGED CONDITION SHALL NOT BE DISTURBED SO THAT THE OWNER CAN INVESTIGATE THE CONDITION.

2.3 THE CONSTRUCTION SHALL BE PERFORMED UNDER THE DIRECTION OF THE ENGINEER.

2.4 ALL ASPECTS OF THE STRUCTURE DESIGN AND SITE LAYOUT INCLUDING FOUNDATIONS, BACKFILL, END TREATMENTS AND NECESSARY SCOUR CONSIDERATION SHALL BE PERFORMED BY THE ENGINEER.

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



CROSS SECTION

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ALBC #1
DESTIN,FL
ALBC ALUMINUM BOX CULVERT 8'-9" SPAN X 2'-6" RISE

PROJECT No.: 43712 | DYO No.: 61677 | DATE: 10/21/2024
DESIGNED: DYO | DRAWN: DYO
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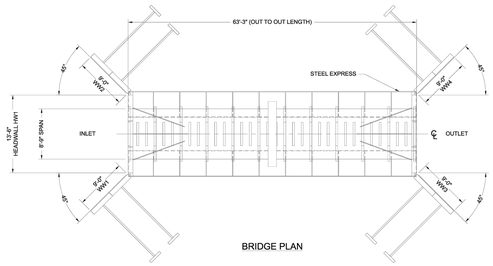
SHEET NO.: D2 OF D10



BRIDGE PLAN

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DESIGNED: DYO | DRAWN: DYO
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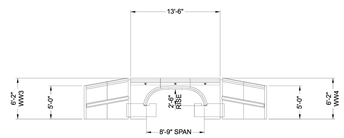
INLET END ELEVATION



OUTLET END ELEVATION

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DESIGNED: DYO | DRAWN: DYO
CHECKED: DYO | APPROVED: DYO
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FL. REGISTRATION NO. 71438

REV	DATE	DESCRIPTION	BY
***	***	***	***

CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

BOX CULVERT DETAILS

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DRAWN: MPF/JMF

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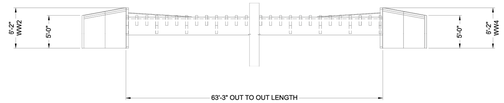

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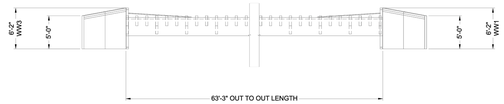

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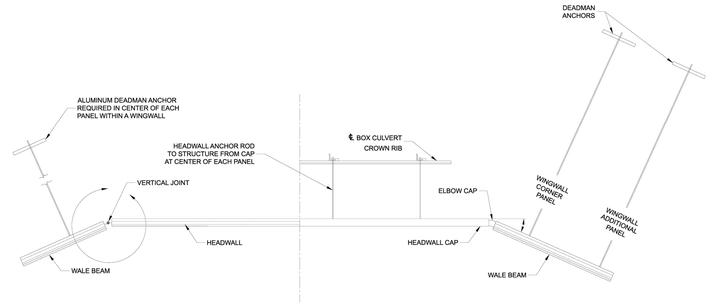
www.ContechES.com
9025 Centre Pointe Dr., Suite 400, West Chester, OH 45069
800-338-1122 513-645-7000 513-645-7993 FAX

CONTECH STRUCTURAL PLATE

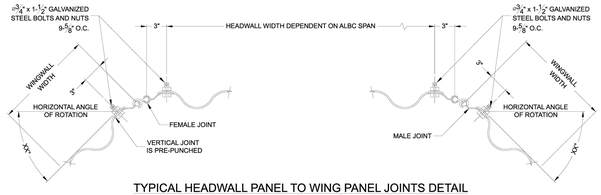
DYOB
DRAWING

DYO61677 822741 BEACH DRIVE
ALBC #1
DESTIN,FL
ALBC ALUMINUM BOX CULVERT 8'-9" SPAN X 2'-6" RISE

PROJECT No.:	DYO No.:	DATE:
43712	61677	10/21/2024
DESIGNED: DYO	DRAWN: DYO	
CHECKED: DYO	APPROVED: DYO	
SHEET NO.: D5 OF D10		



PLAN VIEW



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

PRELIMINARY
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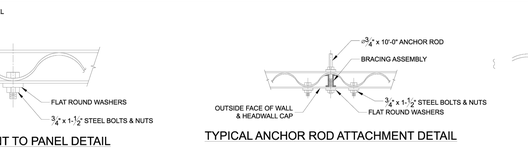
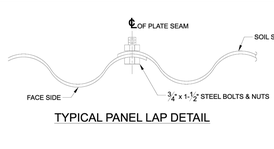
SHEET NO.: D6 OF D10		

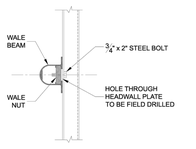


HEADWALL CAP AT ATTACHMENT TO PANEL DETAIL

TYPICAL ANCHOR ROD ATTACHMENT DETAIL

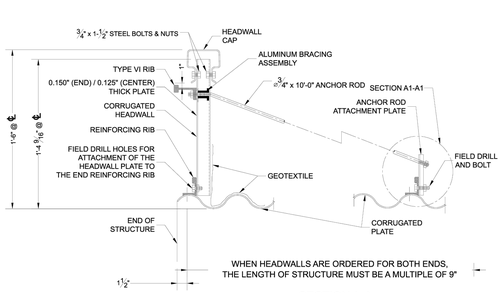


TYPICAL PANEL LAP DETAIL



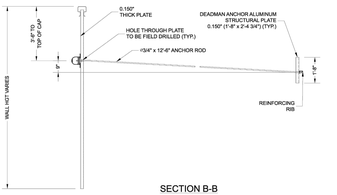
WALE BEAM ATTACHMENT

ALUMINUM RECEIVING CHANNEL



WHEN HEADWALLS ARE ORDERED FOR BOTH ENDS, THE LENGTH OF STRUCTURE MUST BE A MULTIPLE OF 9"

SECTION A-A
HEADWALL ATTACHMENT TO CROWN OF STRUCTURE



SECTION B-B
DEADMAN ANCHOR ATTACHMENT

NOTES:

1) REVERSE CROWN RIB FOR PROPER ANCHOR ROD ATTACHMENT PLATE ORIENTATION.

2) NO SPLICE PLATES ARE USED FOR THE TYPE IV REINFORCING RIBS ATTACHED TO THE CORRUGATED HEADWALL.

3) REINFORCING RIB AT EACH END OF STRUCTURE MUST BE ORIENTED SUCH THAT THE HEADWALL CAN BE PLACE BEHIND THEM AS SHOWN.

4) MINIMUM TOE DEPTH OF HEADWALL IS 24 INCHES.

5) IF HEADWALL HEIGHT > 24 INCHES, A SPECIAL HEADWALL DETAIL IS REQUIRED.

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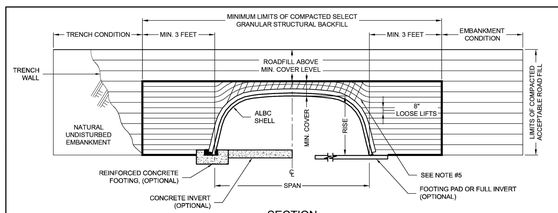

SECTION

SELECT GRANULAR STRUCTURAL BACKFILL LIMITS.

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

NOTES:

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

ADDITIONAL SELECT GRANULAR STRUCTURAL BACKFILL NOTES:

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

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

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

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

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

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

*Modified from M-145.

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

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

1.0 STANDARDS AND DEFINITIONS

1.1 STANDARDS - All standards refer to the current ASTM/AASHTO edition unless otherwise noted.

1.1.1 ASTM B-864 "Standard Specification for Corrugated Aluminum Box Culverts" (AASHTO Designation M-219).

1.1.2 AASHTO Standard Specification for Highway Bridges - Section 12 Division I - Design, AASHTO LRFD Bridge Design Specifications Section 12.

1.1.3 AASHTO Standard Specification for Highway Bridges - Section 26 Division II - Construction, AASHTO LRFD Bridge Construction Specifications - Section 26. ASTM B789, Standard Practice for Installing Corrugated Aluminum Structural Plate Pipe.

1.2 DEFINITIONS

1.2.1 Owner - In these specifications the word "Owner" shall mean

1.2.2 Engineer - In these specifications the word "Engineer" shall mean the Engineer of Record or Owner's designated engineering representative.

1.2.3 Manufacturer - In these specifications the word "Manufacturer" shall mean CONTECH ENGINEERED SOLUTIONS 800-338-1122

1.2.4 Contractor - In these specifications the word "Contractor" shall mean the firm or corporation undertaking the execution of any installation work under the terms of these specifications.

1.2.5 Approved - In these specifications the word "approved" shall refer to the approval of the Engineer or his designated representative.

1.2.6 As Directed - In these specifications the words "as directed" shall refer to the directions to the Contractor from the Owner or his designated representative.

2.0 GENERAL CONDITIONS:

2.1 Any installation guidance provided herein shall be endorsed by the engineer; discrepancies herein are governed by the Engineer's plans and specifications.

2.2 The Contractor shall furnish all labor, material and equipment and perform all work and services except those set out and furnished by the Owner, necessary to complete in a satisfactory manner the site preparation, excavation, filling, compaction, grading as shown on the plans and as described therein. This work shall consist of all mobilization clearing and grading, grubbing, stripping, removal of existing material unless otherwise stated, preparation of the land to be filled, filling of the land, spreading and compaction of the fill, and all subsidiary work necessary to complete the grading of the cut and fill areas to conform with the lines, grades, slopes, and specifications. This work is to be accomplished under the observation of the Owner or his designated representative.

2.3 Prior to bidding the work, the Contractor shall examine, investigate and inspect the construction site as to the nature and location of the work, and the general and local conditions at the construction site, including without limitation, the character of surface or subsurface conditions and obstacles to be encountered on and around the construction site and shall make such additional investigation as he may deem necessary for the planning and proper execution of the work.

If conditions other than those indicated are discovered by the Contractor, the Owner shall be notified immediately. The material which the Contractor believes to be a changed condition shall not be disturbed so that the owner can investigate the condition.

2.4 The construction shall be performed under the direction of the Engineer.

2.5 All aspects of the structure design and site layout including foundations, backfill, end treatments and necessary scour consideration shall be performed by the Engineer.

3.0 ASSEMBLY AND INSTALLATION

3.1 Bolts and nuts shall conform to the requirements of ASTM A-307 and/or ASTM A-449. The box culvert shall be assembled in accordance with the plate layout drawings provided by the manufacturer and per the manufacturer's recommendations.

Bolts shall be tightened using an applied torque of between 100 and 150 ft.-lbs.

3.2 The box culvert shall be installed in accordance with the plans and specifications, the manufacturer's recommendations, and AASHTO Standard Specification for Highway Bridges – Section 26 Division II - ConstructionAASHTO LRFD Bridge Construction Specifications - Section 26.

3.3 Trench excavation shall be made in embankment material that is structurally adequate. The trench width shall be shown on the plans. Poor quality in situ embankment material must be removed and replaced with suitable backfill as directed by the Engineer.

3.4 Aluminum Box Culvert designs require a minimum allowable soil-bearing pressure of 4,000 psf. Lower bearing capacities may be accommodated with a site specific design for an aluminum foundation or a concrete footing.

If the engineer determines the natural foundation is inadequate to support the structure's backfill, the poor material shall be excavated, removed and replaced to a suitable depth with competent material. The specific depth of excavation required may be reduced by utilizing a geosynthetic reinforced foundation as designed by a qualified geotechnical engineer. For additional information contact your local Contech representative.

3.5 When a metal foundation is used, the soil bedding requires a minimum of 6 inches of loose granular material with a maximum particle size of one half the corrugation depth. The proper width of the bedding material required shall conform to the project plans and specifications.

Bedding preparation is critical to both structure performance and service life. The bedding should be constructed to uniform line and grade to avoid distortions that may create undesirable stresses in the structure and/or rapid deterioration of the roadway. The bed should be free of rock formations, protruding stones, frozen lumps, roots, and other design matter that may cause unequal settlement.

3.6 The structure shall be assembled in accordance with the Manufacturer's instructions. All plates shall be unloaded and handled with reasonable care. Plates shall not be rolled or dragged over gravel rock and shall be prevented from sliding rock or other hard objects during placement in trench or on bedding.

When installed on a full invert or on flexible footing pads, assembly of the invert or footing pads shall start at the downstream end. Circumferential seam laps shall shingle over the top of the downstream plates as assembly progresses upstream. Whether the box culvert is installed on a concrete footing, full metal invert, or flexible footing pad, assembly of the structure shall shall start at the upstream end. Downstream rings of plates shall be assembled outside of the upstream rings (Circumferential seams are shingled downstream when viewed from the inside of the shell).

3.7 The structure shall be backfilled using clean well graded granular material that meets the requirements for soil classifications A-1, A-2-4, A-2-5, or A-3 modified per AASHTO M-145. See the structural plate backfill group classification table on this sheet.

Backfill must be placed symmetrically on each side of the structure in 8 inch loose lifts. Each lift shall be compacted to a minimum of 90 percent density per AASHTO T-180.

3.8 Standard highway loads that meet the permissible design load limits for an Aluminum Box Culvert are not allowed on the structure until it is backfilled completely and pavement is in place.

The addition of temporary soil for heavy construction loads is not feasible or permissible for Aluminum Box Culverts. By design, these structures are limited in the range of permissible fill heights and live loads.

Heavy construction loads that exceed that of the particular highway live load design limits are not allowed on Aluminum Box Culverts without approval from the Engineer.

3.9 If an aluminum headwall and/or wingwall system is specified, the select granular structural backfill limits shall extend past the deadman anchor system. Contact the Engineer if stiff material or rock is encountered where the wingwalls and deadmen are to be installed.

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CONTECH STRUCTURAL PLATE

DYOB
DRAWING

ALBC
SPECIFICATIONS

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

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

JAMIE STEWART EUBANKS LICENSE No 71438 STATE OF FLORIDA PROFESSIONAL ENGINEER

JAMIE S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

REV	DATE	DESCRIPTION	BY
...	...	...	...

CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

BOX CULVERT DETAILS

NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

JOB: 24-25
DATE: 5/14/2025
DESIGNED: JSE
DRAWN: MPF/JMF

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

DRAWING NUMBER
09 OF 18

SHEET NUMBER
C09

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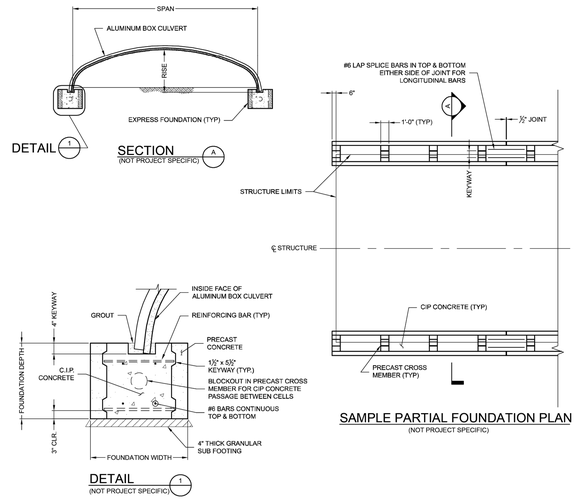
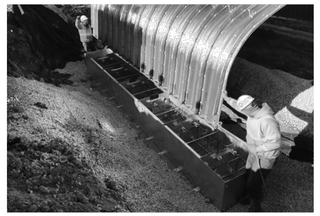


SAMPLE PARTIAL FOUNDATION PLAN
(NOT PROJECT SPECIFIC)

EXPRESS FOUNDATIONS



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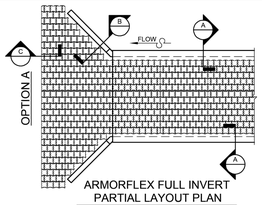
CONTECH STRUCTURAL PLATE
DYOB DRAWING

ALBC
EXPRESS FOUNDATION SAMPLES

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

SAMPLE DRAWING ONLY

A-JACKS PARTIAL INVERT
N.T.S.



ARMORFLEX FULL INVERT PARTIAL LAYOUT PLAN
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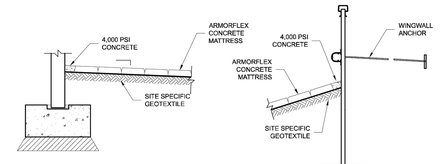

ARMORFLEX STRUCTURE TERMINATION A
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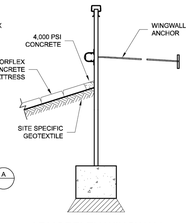

ARMORFLEX WINGWALL TERMINATION B
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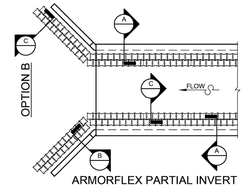

ARMORFLEX PARTIAL INVERT PARTIAL LAYOUT PLAN
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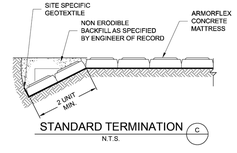
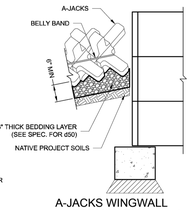
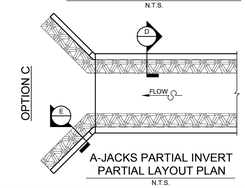


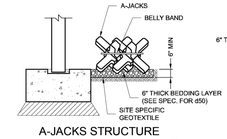
STANDARD TERMINATION C
N.T.S.



A-JACKS WINGWALL TERMINATION E
N.T.S.



A-JACKS PARTIAL INVERT PARTIAL LAYOUT PLAN
N.T.S.



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

JAMIE STEWART EUBANKS LICENSE No 71438 STATE OF FLORIDA PROFESSIONAL ENGINEER

JAMIE S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

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CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

BOX CULVERT DETAILS

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DATE: 5/14/2025
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4	Flagger Control Survey Work Zones Signs
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6	Commonly Used Warning and Regulatory Signs In Work Zones
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GENERAL NOTES:

1. This Index contains information specific to the Federal and State guidelines and standards for the preparation of traffic control plans and for the execution of traffic control in work zones, for construction and maintenance operations and utility work on highways, roads and streets on the State Highway System. Certain requirements in this Index are based on the high volume nature of State Highways. For highways, roads and streets off the State Highway System, the local agency (City/County) having jurisdiction may adopt requirements based on the minimum requirements provided in the MUTCD.

2. Use this Index in accordance with the Plans and Indexes 102-601 through 102-680. Indexes 102-601 through 102-680 are Department-specific typical applications of commonly encountered situations. Adjust device location or number thereof as recommended by the Worksite Traffic Supervisor and approved by the Engineer. Devices include, but are not limited to, Flaggers, portable temporary signals, signs, pavement markings, and channelizing devices. Comply with MUTCD or applicable Department criteria for any changes and document the reason for the change.

3. Except for emergencies, any road closure on State Highway System must comply with Section 335.15, F.S.

TABLE 1
CHANNELIZING DEVICE SPACING

Work Zone Speed (mph)	Max. Spacing (feet)			
	Cones or Temporary Tubular Markers		Type I Barricades, Type II Barricades, Vertical Panels, or Drums	
	Taper	Tangent	Taper	Tangent
≤ 45	25	50	25	50
≥ 50	25	50	50	100

TABLE 2
TAPER LENGTH "L"

Work Zone Speed (mph)	Min. Length (feet)
≤ 40	$L = \frac{WS^2}{60}$
≥ 45	$L = WS$

Where: W = width of offset in feet
S = speed in mph

TABLE 3
WORK ZONE SIGN SPACING "X"

Road Type	Min. Spacing (feet)
Arterials and Collectors with Work Zone Speed ≤ 40 mph	200
Arterials and Collectors with Work Zone Speed ≥ 45 mph	500
Limited Access Roadways *	1,500

* For Limited access roadways with work zone speed ≤ 55 mph, the minimum spacing may be reduced in accordance with the MUTCD and as approved by the Engineer.

TABLE 4
BUFFER LENGTH "B"

Work Zone Speed (mph)	Min. Length (feet)
25	155
30	200
35	250
40	305
45	360
50	425
55	495
60	570
65	645
70	730

Note: When Buffer Length "B" cannot be attained due to geometric constraints, use the greatest length possible, but not less than 155 feet.

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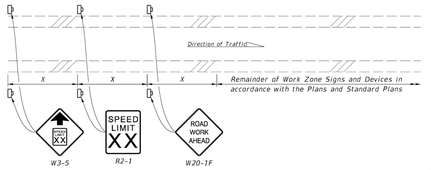
CLEAR ZONE WIDTHS FOR WORK ZONES:

The term 'clear zone' describes the unobstructed relatively flat area, impacted by construction, extending outward from the edge of the traffic lane. The table below gives clear zone widths in work zones for medians and roadside conditions other than for roadside canals; where roadside canals are present, clear zone widths are to conform with the distances to canals as described in the FDOT Design Manual 215.2.

TABLE 5
CLEAR ZONE WIDTHS FOR WORK ZONES

WORK ZONE SPEED (MPH)	TRAVEL LANES & MULTILANE RAMPS (feet)	AUXILIARY LANES & SINGLE LANE RAMPS (feet)
60-70	30	18
55	24	14
45-50	18	10
30-40	14	10
ALL SPEEDS CURB & GUTTER	4' BEHIND FACE OF CURB	4' BEHIND FACE OF CURB

NOTE: For temporary conditions where existing curb has been removed but not reconstructed, curb and gutter values may be used.



SPEED REDUCTION SIGNING

NOTES:

1. X = Work Zone Sign Spacing
2. When called for in the Plans, use this detail in accordance with the Plans and Standard Plans. Place the speed reduction signs (W3-5 and R2-1) in advance of the "Road Work Ahead" sign (W20-1F) as shown.
3. Do not use this detail in conjunction with the Motorist Awareness System.
4. For speed reductions greater than 10 MPH, reduce the speed in 10 MPH increments of 'X' distance. Do not reduce the speed below the minimum statutory speed for the class of facility.
5. Place additional "Speed Limit" signs (R2-1) at intervals of no more than one mile for rural conditions and 1,000 feet for urban conditions.
6. For undivided roadways, omit the signs shown in the median.
7. Remove temporary regulatory speed signs as soon as the conditions requiring the reduced speed no longer exist. Once the work zone regulatory speeds are removed, the regulatory speed existing prior to construction will automatically go back into effect.

SUPERELEVATION:

Horizontal curves constructed in conjunction with work zone traffic control should have the required superelevation applied to the design radii. Under conditions where normal crown controls curvature, the minimum radii that can be applied are listed in the table below.

TABLE 6
MINIMUM RADII FOR NORMAL CROWN

WORK ZONE POSTED SPEED	MINIMUM RADIUS
MPH	feet
70	4090
65	3130
60	2400
55	1840
50	1390
45	1080
40	820
35	610
30	430
Superelevate When Smaller Radii is Used	

LENGTH OF LANE CLOSURES:

For interstates and state highways with a posted speed of 55MPH or greater, lane closures must not exceed 3 miles (includes taper, buffer, and work zone) in any given direction and must not close two consecutive interchanges.

OVERWEIGHT/OVERSIZE VEHICLES:

Restrictions to Lane Widths, Heights or Load Capacity can greatly impact the movement of over dimensioned loads. The Contractor shall notify the Engineer who in turn shall notify the State Permits Office, phone no. (850) 410-5777, at least seven calendar days in advance of implementing a maintenance of traffic plan which will impact the flow of overweight/oversized vehicles. Information provided shall include location, type of restriction (height, width or weight) and restriction time frames. When the roadway is restored to normal service the State Permits Office shall be notified immediately.

LANE WIDTHS:

Lane widths of through roadways should be maintained through work zone travel ways wherever practical. Provide minimum widths for work zone travel lanes as follows: 11' for Interstate with at least one 12' lane provided in each direction, unless formally excepted by the Federal Highway Administration; 11' for all other limited access roadways; and 10' for all other facilities.

HIGH-VISIBILITY SAFETY APPAREL:

All high-visibility safety apparel shall meet the requirements of the International Safety Equipment Association (ISEA) and the American National Standards Institute (ANSI) for "High-Visibility Safety Apparel", and labeled as ANSI/ISEA 107-2004 or newer. The apparel background (outer) material color shall be either fluorescent orange-red or fluorescent yellow-green as defined by the standard. The retroreflective material shall be orange, yellow, white, silver, yellow-green, or a fluorescent version of these colors, and shall be visible at a minimum distance of 1,000 feet. Class 3 apparel may be substituted for Class 2 apparel. Replace apparel that is not visible at 1,000 feet.

WORKERS: All workers within the right-of-way shall wear ANSI/ISEA Class 2 apparel. Workers operating machinery or equipment in which loose clothing could become entangled during operation shall wear fitted high-visibility safety apparel. Workers inside the bucket of a bucket truck are not required to wear high-visibility safety apparel.

UTILITIES: When other industry apparel safety standards require utility workers to wear apparel that is inconsistent with FDOT requirements such as NFPA, OSHA, ANSI, etc., the other standards for apparel may prevail.

FLAGGERS: For daytime activities, Flaggers shall wear ANSI/ISEA Class 2 apparel. For nighttime activities, Flaggers shall wear ANSI/ISEA Class 3 apparel.

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DEFINITIONS:

Regulatory Speed (In Work Zones)

The maximum permitted travel speed posted for the work zone is indicated by the regulatory speed limit signs. The work zone speed must be shown or noted in the plans. This speed should be used as the minimum design speed to determine runout lengths, departure rates, flare rates, lengths of need, clear zone widths, taper lengths, crash cushion requirements, marker spacings, superelevation and other similar features.

Advisory Speed

The maximum recommended travel speed through a curve or a hazardous area.

Travel Way

The portion of the roadway for the movement of vehicles. For traffic control through work zones, travel way may include the temporary use of shoulders and any other permanent or temporary surface intended for use as a lane for the movement of vehicular traffic.

a. Travel Lane: The designated widths of roadway pavement marked to carry through traffic and to separate it from opposing traffic or traffic occupying other traffic lanes.

b. Auxiliary Lane: The designated widths of roadway pavement marked to separate speed change, turning, passing and climbing maneuvers from through traffic.

Detour, Lane Shift, and Diversion

A detour is the redirection of traffic onto another roadway to bypass the temporary traffic control zone. A lane shift is the redirection of traffic onto a different section of the permanent pavement. A diversion is the redirection of traffic onto a temporary roadway, usually adjacent to the permanent roadway and within the limits of the right of way.

Aboveground Hazard

An aboveground hazard is any object, material or equipment other than traffic control devices that encroaches upon the travel way or that is located within the clear zone which does not meet the Department's safety criteria, i.e., anything that is greater than 4" in height and is firm and unyielding or doesn't meet breakaway requirements.

TEMPORARY TRAFFIC CONTROL DEVICES:

1. All temporary traffic control devices shall be ON the Department's Approved Products List (APL). Ensure the appropriate APL number is permanently marked on the device in a readily visible location.

2. All temporary traffic control devices shall be removed as soon as practical when they are no longer needed. When work is suspended for short periods of time, temporary traffic control devices that are no longer appropriate shall be removed or covered. Do not store temporary traffic control devices on the shoulder, sidewalk, or other roadway facility not affected by the work when work is suspended.

3. Arrow Boards, Portable Changeable Message Signs, Radar Speed Display Trailer, Portable Regulatory Signs, and any other trailer mounted device shall be delineated with a channelizing device placed at each corner when in use and shall be moved outside the travel way and clear zone or be shielded by a barrier or crash cushion when not in use.

OVERHEAD WORK:

Work is only allowed over a traffic lane when one of the following options is used:

OPTION 1 (OVERHEAD WORK USING A MODIFIED LANE CLOSURE)

Overhead work using a modified lane closure is allowed if all of the following conditions are met:

a. Work operation is located in a signalized intersection and limited to signals, signs, lighting and utilities.
b. Work operations are 60 minutes or less.
c. Speed limit is 45 mph or less.
d. Aerial lift equipment in the work area has high-intensity, rotating, flashing, oscillating, or strobe lights operating.
e. Aerial lift equipment is placed directly below the work area to close the lane.
f. Traffic control devices are placed in advance of the vehicle/equipment closing the lane using a minimum 100 foot taper.
g. Volume or complexity of the roadway may dictate additional devices, signs, flagmen and/or a traffic control officer.

OPTION 2 (OVERHEAD WORK ABOVE AN OPEN TRAFFIC LANE)

Overhead work above a open traffic lane is allowed if all of the following conditions are met:

a. Work operation is located on a utility pole, light pole, signal pole, or their appurtenances.
b. Work operations are 60 minutes or less.
c. Speed limit is 45 mph or less.
d. No encroachment by any part of the work activities and equipment within an area bounded by 2 feet outside the edge of travel way and 18 feet high.
e. Aerial lift equipment in the work area has high-intensity, rotating, flashing, oscillating, or strobe lights operating.
f. Volume or complexity of the roadway may dictate additional devices, signs, flagmen and/or a traffic control officer.
g. Adequate precautions are taken to prevent parts, tools, equipment and other objects from falling into open lanes of traffic.
h. Other Governmental Agencies, Rail facilities, or Codes may require a greater clearance. The greater clearance required prevails as the rule.

OPTION 3 (OVERHEAD WORK ADJACENT TO AN OPEN TRAFFIC LANE)

Overhead work adjacent to an open traffic lane is allowed if all of the following conditions are met:

a. Work operation is located on a utility pole, light pole, signal pole, or their appurtenances.
b. Work operations are 1 day or less.
c. Speed limit is 45 mph or less.
d. No encroachment by any part of the work activities and equipment within 2 foot from the edge of travel way up to 18' height. Above 18' in height, no encroachment by any part of the work activities and equipment over the open traffic lane (except as allowed in Option 2 for work operations of 60 minutes or less).
e. Aerial lift equipment in the work area has high-intensity, rotating, flashing, oscillating, or strobe lights operating.
f. Volume or complexity of the roadway may dictate additional devices, signs, flagmen and/or a traffic control officer.
g. Adequate precautions are taken to prevent parts, tools, equipment and other objects from falling into open lanes of traffic.
h. Other Governmental Agencies, Rail facilities, or Codes may require a greater clearance. The greater clearance required prevails as the rule.

OVERHEAD WORK: (Cont.)

OPTION 4 (OVERHEAD WORK MAINTAINING TRAFFIC WITH NO ENCROACHMENT BELOW THE OVERHEAD WORK AREA)

Traffic shall be detoured, shifted, diverted or paced as to not encroach in the area directly below the overhead work operations in accordance with the appropriate Index drawing or detailed in the plans. This option applies to, but not limited to, the following construction activities:

a. Beam, girder, segment, and bent/pier cap placement.
b. Form and falsework placement and removal.
c. Concrete placement.
d. Railing construction located at edge of deck.
e. Structure demolition.

OPTION 5 (CONDUCTOR/CABLE PULLING ABOVE AN OPEN TRAFFIC LANE)

Overhead cable and/or de-energized conductor installations initial pull to proper tension shall be done in accordance with the appropriate Index or temporary traffic control plan.

Continuous pulling operations of secured cable and/or conductors are allowed over open lane(s) of traffic with no encroachment by any part of the work activities, materials or equipment within the minimal vertical clearance above the travel way. The utility shall take precautions to ensure that pull ropes and conductors/cables at no time fall below the minimum vertical clearance.

On Limited Access facilities, a site specific temporary traffic control plan is required. The temporary traffic control plan shall include:

a. The temporary traffic control set up for the initial pulling of the pull rope across the roadway.
b. During pulling operations, advance warning consisting of no less than a Changeable Message Sign upstream of the work area with alternating messages, "Overhead Work Ahead" and "Be Prepared to Stop" followed by a traffic control officer and police vehicle with blue lights flashing during the pulling operation.

RAILROADS:

Railroad crossings affected by a construction project should be evaluated for traffic controls to reduce queuing on the tracks. The evaluation should include as a minimum: traffic volumes, distance from the tracks to the intersections, lane closure or taper locations, signal timing, etc.

SIGHT DISTANCE:

1. Tapers: Transition tapers should be obvious to drivers. If restricted sight distance is a problem (e.g., a sharp vertical or horizontal curve), the taper should begin well in advance of the view obstruction. The beginning of tapers should not be hidden behind curves.

2. Intersections: Traffic control devices at intersections must provide sight distances for the road user to perceive potential conflicts and to traverse the intersection safely. Construction equipment and materials shall not restrict intersection sight distance.

SURVEY WORK ZONES:

The SURVEY CREW AHEAD symbol or legend sign shall be the principal Advance Warning Sign used for Traffic Control Through Survey Work Zones and may replace the ROAD WORK AHEAD sign when lane closures occur, at the discretion of the Party Chief.

When Traffic Control Through Work Zones is being used for survey purposes only, the END ROAD WORK sign as called for on certain 102 Series of Indexes should be omitted.

Survey Between Active Traffic Lanes or Shared Left Turn Lanes

The following provisions apply to Main Roadway Traffic Control Work Zones. These provisions must be adjusted by the Party Chief to fit roadway and traffic conditions when the Survey Work Zone includes intersections.

(A) A STAY IN YOUR LANE (MOT-1-06) sign shall be added to the Advance Warning Sign sequence as the second most immediate sign from the work area.

(B) Elevation Surveys-Cones may be used at the discretion of the Party Chief to protect prism holder and flagger(s). Cones, if used, may be placed at up to 50' intervals along the break line throughout the work zone.

ABOVEGROUND HAZARD:

1. Aboveground hazards (see definitions) are to be considered work areas during working hours and treated with appropriate work zone traffic control procedures. During nonworking hours, all objects, materials and equipment that constitute an aboveground hazard must be stored/placed outside the travel way and clear zone or be shielded by a barrier or crash cushion.

2. For aboveground hazards within a work zone the clear zone required should be based on the regulatory speed posted during construction.

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FLAGGER CONTROL:

Regulatory Speed (In Work Zones)

Where flaggers are used, a FLAGGER symbol or legend sign must replace the WORKERS symbol or legend sign.

The flagger must be clearly visible to approaching traffic for a distance sufficient to permit proper response by the motorist to the flagging instructions, and to permit traffic to reduce speed or to stop as required before entering the work site. Flaggers shall be positioned to maintain maximum color contrast between the Flagger's high-visibility safety apparel and equipment and the work area background.

Hand-Signaling Devices

STOP/SLOW paddles are the primary hand-signaling device. The STOP/SLOW paddle shall have an octagonal shape on a rigid handle. If the STOP/SLOW paddle is placed on a rigid staff, the minimum length of the staff, measured from the bottom of the paddle to the end of the staff that rests on the ground, must not be less than 6 ft. STOP/SLOW paddles shall be at least 24 inches wide with letters at least 6 inches high and should be fabricated from light semirigid material. The background of the STOP face shall be red with white letters and border. The background of the SLOW face shall be orange with black letters and border. When used at night-time, the STOP/SLOW paddle shall be retroreflectorized.

Flag use is limited to immediate emergencies, intersections, and when working on the centerline or shared left turn lanes where two (2) flaggers are required and there is opposing traffic in the adjacent lanes. Flags, when used, shall be a minimum of 24 inches square, made of a good grade of red material, and securely fastened to a staff that is approximately 36 inches in length. When used at nighttime, flags shall be retroreflectorized red.

Flashlight, lantern or other lighted signal that will display a red warning light shall be used at night.

Flagger Stations

Flagger stations shall be located far enough in advance of the work area so that approaching road users will have sufficient distance to stop before entering the work area. When used at nighttime, the flagger station shall be illuminated.

SURVEY WORK ZONES: (Cont.)

(C) Horizontal Control-With traffic flow in the same direction, cones shall be used to protect the backsight tripod and/or instrument. Cones shall be placed at the equipment, and up to 50' intervals for at least 200' towards the flow of traffic.

(D) Horizontal Control-With traffic flow in opposite directions, cones shall be used to protect the backsight tripod and/or instrument. Cones shall be placed at the equipment, and up to 50' intervals for at least 200' in both directions towards the flow of traffic.

SIGNS:

SIGN MATERIALS

Mesh signs and non-retroreflective vinyl signs may only be used for daylight operations. Non-retroreflective vinyl signs must meet the requirements of Specifications Section 994.

Retroreflective vinyl signs meeting the requirements of Specification Section 994 may be used for daylight or night operations not to exceed 1 day except as noted in the Indexes.

Rigid or Lightweight sign panels may be used in accordance with the vendor APL drawing for the sign stand to which they are attached.

INTERSECTING ROAD SIGNING

Signing for the control of traffic entering and leaving work zones by way of intersecting crossroads shall be adequate to make drivers aware of work zone conditions. When Work operations exceed 60 minutes, place the ROAD WORK AHEAD sign on the side street entering the work zone.

ADJOINING AND/OR OVERLAPPING WORK ZONE SIGNING

Adjoining work zones may not have sufficient spacing for standard placement of signs and other traffic control devices in their advance warning areas or in some cases other areas within their traffic control zones. Where such restraints or conflicts occur or are likely to occur, one of the following methods will be employed to avoid conflicts and prevent conditions that could lead to misunderstanding on the part of the traveling public as to the intended travel way by the traffic control procedure applied:

(A) For scheduled projects the engineer in responsible charge of project design will resolve anticipated work zone conflicts during the development of the project traffic control plan. This may entail revision of plans on preceding projects and coordination of plans on concurrent projects.

(B) Unanticipated conflicts arising between adjoining in progress highway construction projects will be resolved by the Resident Engineer for projects under his residency, and, by the District Construction Engineer for in progress projects under adjoining residencies.

(C) The District Maintenance Engineer will resolve anticipated and occurring conflicts within scheduled maintenance operations.

(D) The Unit Maintenance Engineer will resolve conflicts that occur within routine maintenance works; between routine maintenance work, unscheduled work and/or permitted work; and, between unit controlled maintenance works and highway construction projects.

SIGNS: (Cont.)

SIGN COVERING AND INTERMITTENT WORK STOPPAGE SIGNING

Existing or temporary traffic control signs that are no longer applicable or are inconsistent with intended travel paths shall be removed or fully covered.

Sign blanks or other available coverings must completely cover the existing sign. Rigid sign coverings shall be the same size as the sign it is covering, and bolted in a manner to prevent movement.

Sign covers are incidental to work operations and are not paid for separately.

SIGNING FOR DETOURS, LANE SHIFTS AND DIVERSIONS

Detours should be signed clearly over their entire length so that motorists can easily determine how to return to the original roadway. The reverse curve (W1-4) warning sign should be used for the advanced warning for a lane shift. A diversion should be signed as a lane shift.

EXTENDED DISTANCE ADVANCE WARNING SIGN

Advance Warning Signs shall be used at extended distance of one-half mile or more when limited sight distance or the nature of the obstruction may require a motorist to bring their vehicle to a stop. Extended distance Advanced Warning Signs may be required on any type roadway, but particularly be considered on multilane divided highways where vehicle speed is generally in the higher range (45 MPH or more).

UTILITY WORK AHEAD SIGN

The UTILITY WORK AHEAD (W21-7) sign may be used as an alternate to the ROAD WORK AHEAD or the ROAD WORK XX FT (W20-1) sign for utility operations on or adjacent to a highway.

LENGTH OF ROAD WORK SIGN

The length of road work sign (G20-1) bearing the legend ROAD WORK NEXT_____ MILES is required for all projects of more than 2 miles in length. The number of miles entered should be rounded up to the nearest mile. The sign shall be located at begin construction points.

GROOVED PAVEMENT AHEAD SIGN

The GROOVED PAVEMENT AHEAD sign is required 500 feet in advance of a milled or grooved surface open to traffic. The W8-15P placard shall be used in conjunction with the GROOVED PAVEMENT AHEAD sign.

END ROAD WORK SIGN

The END ROAD WORK sign (G20-2) should be installed on all projects, but may be omitted where the work operation is less than 1 day. The sign should be placed approximately 500 feet beyond the end of a construction or maintenance project unless other distance is called for in the plans. When other Construction or Maintenance Operations occur within 1 mile this sign should be omitted and signing coordinated in accordance with Index 102-600, ADJOINING AND/OR OVERLAPPING WORK ZONE SIGNING.

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

JAMIE STEWART EUBANKS LICENSE No 71438 STATE OF FLORIDA PROFESSIONAL ENGINEER

JAMIE S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

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CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

FDOT INDEX 102-600

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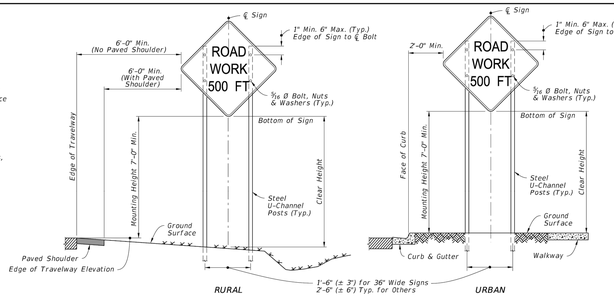
NOTES:

1. All signs shall be post mounted when work operations exceed one day except for:
   a. Road closure signs mounted in accordance with the vendor drawing for the Type III Barricade shown on the APL.
   b. Pedestrian and bicycle advanced warning or pedestrian regulatory signs mounted on sign supports in accordance with the vendor drawing shown on the APL.
   c. Median barrier mounted signs per Index 700-013.
   d. Bridge mounted signs per Index 700-012.
2. Unless shielded with barrier or outside of the Clear Zone, signs mounted on temporary supports or barricades, and barricade/sign combination must be crashworthy in accordance with NCHRP 350 requirements and included on the Approved Products List (APL).
3. Use only approved systems listed on the Department's Approved Products List (APL).
4. Manufacturers seeking approval of U-Channel and steel square tube sign support assemblies for inclusion on the Approved Products List (APL) must submit a APL application, design calculations (for square tube only), and detailed drawings showing the product meets all the requirements of this Index.
5. Provide 3 lb/ft Steel U-Channel Posts with a minimum section modulus of 0.43 in³ for 60 ksi steel, a minimum section modulus of 0.37 in³ for 70 ksi steel, or a minimum section modulus of 0.34 in³ for 80 ksi steel.
6. Provide 4 lb/ft Steel U-Channel Posts with a minimum section modulus of 0.56 in³ for 60 ksi steel, or a minimum section modulus of 0.47 in³ for 70 ksi or 80 ksi steel.
7. U-channel posts shall conform with ASTM A 499, Grade 60, or ASTM A 576, Grade 1080 (with a minimum yield strength of 60 ksi). Square tube posts shall conform with ASTM A 653, Grade 50, or ASTM A 1011, Grade 50.
8. Sign attachment bolts, washers, nuts, and spacers shall conform with ASTM A307 or A 36.
9. Install 4 lb/ft Steel U-Channel Posts with approved breakaway splice in accordance with the manufacturer's detail shown on the APL.
10. The contractor may install 3 lb/ft Steel U-Channel Posts with approved breakaway splice in accordance with the manufacturer's detail shown on the APL.
11. Install all posts plumb.
12. The contractor may set posts in preformed holes to the specified depth with suitable backfill tamped securely on all sides, or drive 3 lb/ft sign posts and any size base post in accordance with the manufacturer's detail shown on the APL.



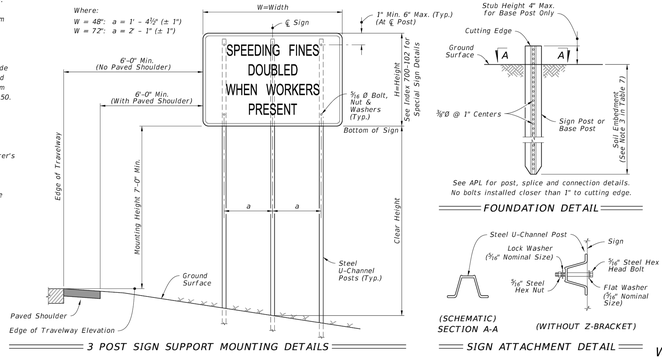
2 POST SIGN SUPPORT MOUNTING DETAILS
(SINGLE POST SIMILAR)

TABLE 7
POST AND FOUNDATION TABLE FOR WORK ZONE SIGNS

SIGN SHAPE	SIGN SIZE (inches)	NUMBER OF STEEL U CHANNEL POSTS
Octagon	30x30	1
Triangle	36x36x36	1
	48x48x48	1
	60x60x60	2
Rectangle (W x H)	24x18	1
	24x30	1
	30x24	1
	36x18	1
	36x24	1
	48x18	1
	48x24	1
	36x48	2
	48x30	2
	48x36	2
	54x36	2
	48x60	3
	72x48	3
Square	30x30	1
	36x36	2
	48x48	2
Diamond	48x48	2
Circle	36Ø	2

Notes For Table:

1. Use 3 lb/ft posts for Clear Height up to 10' and 4 lb/ft posts for Clear Height up to 12'.
2. Minimum foundation depth is 4.0' for 3 lb/ft posts and 4.5' for 4 lb/ft posts.
3. For both 3 lb/ft and 4 lb/ft base or sign posts installed in rock, a minimum cumulative depth of 2' of rock layer is required.
4. The soil plate as shown on the APL vendor drawing is not required for base posts or sign posts installed in existing rock (as defined in Note 3), asphalt roadway, shoulder pavement or soil under sidewalk.
5. For diamond warning signs with supplement plaque (up to 5 ft² in area), use 4 lb/ft posts for up to 10 ft Clear Height (measure to the bottom of diamond warning sign).



3 POST SIGN SUPPORT MOUNTING DETAILS

See APL for post, splice and connection details.
No bolts installed closer than 1" to cutting edge.

FOUNDATION DETAIL

(SCHEMATIC) SECTION A-A

(WITHOUT Z-BRACKET)

SIGN ATTACHMENT DETAIL

WORK ZONE SIGN SUPPORTS

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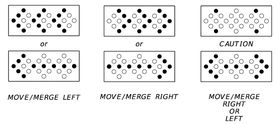


● Minimum Required Lamps
○ Additional Lamps Allowed

MODES

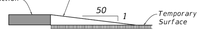
NOTES:
An arrow board in the arrow or chevron mode shall be used only for stationary or moving lane closures on multilane roadways.

For shoulder work, blocking the shoulder, for roadside work near the shoulder, or for temporarily closing one lane on a two-lane, two-way roadway, an arrow board shall be used only in the caution mode.

A single arrow board shall not be used to merge traffic laterally more than one lane. When arrow boards are used to close multiple lanes, a single board shall be used at the merging taper for each closed lane.

When Advance Warning Arrow Boards are used at night, the intensity of the flashers shall be reduced during darkness when lower intensities are desirable.

ADVANCE WARNING ARROW BOARDS

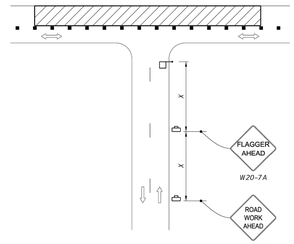


NOTES:
Manholes extending 1" or more above the travel lane and crosswalks having an uneven surface greater than ¼" shall have a temporary asphalt apron constructed as shown above.

All transverse joints that have a difference in elevation of 1" or more shall have a temporary asphalt apron constructed as shown above.

The apron is to be removed prior to constructing the next lift of asphalt. The cost of the temporary asphalt shall be included in the contract unit price for Maintenance of Traffic, LS.

MANHOLES/CROSSWALKS/JOINTS



NOTE:
Optionally, use "Flagger Ahead" sign with text (W20-7A) instead of "Flagger Ahead" sign with symbol (W20-7).

SIDE ROAD INTERSECTING THE WORK ZONE

SIGNALS:
Existing traffic signal operations that require modification in order to carry out work zone traffic control shall be included in the Plans and be approved by the District Traffic Operations Engineer.

Refer to Specification 102-9 for additional information.

CHANNELIZING DEVICES:
Channelizing devices for work zone traffic control shall be as prescribed in Part VI of the MUTCD, subject to supplemental revisions provided in the contract documents and the 102 Series of Indexes. Lighting Devices must not be used to supplement channelization. Omit tapers and channelizing devices for paved shoulders less than 4' in width.

CHANNELIZING DEVICE CONSISTENCY:
Barricades, vertical panels, cones, tubular markers and drums shall not be intermixed within either the lateral transition or within the tangent alignment.

TRUCK/TRAILER-MOUNTED ATTENUATORS:
Truck/Trailer-mounted attenuators (TMA) can be used for moving operations and short-term stationary operations. For moving operations, see Index 102-607. For short-term, stationary operations, see Part VI of the MUTCD.

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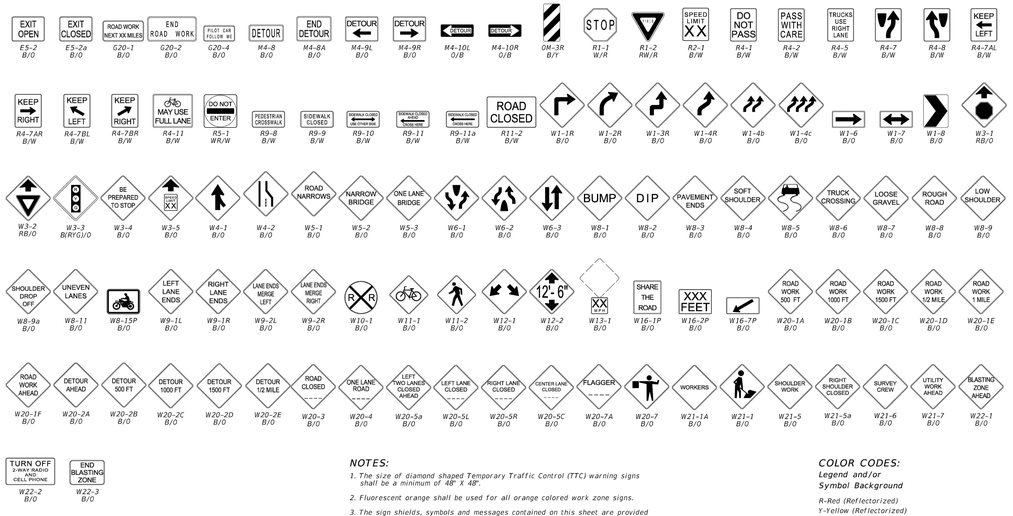

NOTES:
1. The size of diamond shaped Temporary Traffic Control (TTC) warning signs shall be a minimum of 48" X 48".
2. Fluorescent orange shall be used for all orange colored work zone signs.
3. The sign shields, symbols and messages contained on this sheet are provided for ready reference to those signs used in the development of the 102 Series of Indexes and are commonly used in the development of traffic control plans. For additional signs and sign detail information refer to the STANDARD HIGHWAY SIGNS MANUAL as specified in the MUTCD. Special signs for traffic control plans will be as approved by the State Traffic Plans Engineer.

   The sign codes shown on this sheet are for the purpose of identifying cell names found in the Traffic Control Cell Library (TCZ.Cel).

   The STANDARD HIGHWAY SIGNS MANUAL should be referenced for the official sign codes for use in the development of traffic control plans.

   See Index 700-102 for MOT sign details.

COLOR CODES:
Legend and/or Symbol Background
R-Red (Reflectorized)
Y-Yellow (Reflectorized)
G-Green (Reflectorized)
O-Orange (Reflectorized)
B-Black (Non-Reflectorized)
W-White (Reflectorized)

COMMONLY USED WARNING AND REGULATORY SIGNS IN WORK ZONES

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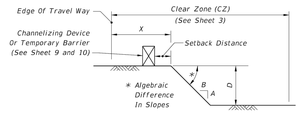
DROP-OFF CONDITION NOTES

1. These conditions and treatments can be applied only in work areas that fall within a properly signed work zone.
2. When drop-offs occur within the clear zone due to construction or maintenance activities, protection devices are required (See Table 8). A drop-off is defined as a drop in elevation, parallel to the adjacent travel lanes, greater than 3" with slope (A:B) steeper than 1:4. In superelevated sections, the algebraic difference in slopes should not exceed 0.25 (See Drop-off Condition Detail).
3. Drop-offs may be mitigated by placement of slopes with optional base material per Specifications Section 285. Slopes shallower than 1:4 may be required to avoid algebraic difference in slopes greater than 0.25. Include the cost for the placement and removal of the material in Maintenance of Traffic, LS. Use of this treatment in lieu of a temporary barrier is not eligible for CSIP consideration. Conduct daily inspections for deficiencies related to erosion, excessive slopes, rutting or other adverse conditions. Repair any deficiencies immediately.
4. For Setback Distance, refer to the Index or Approved Products List (APL) drawing of the selected barrier.
5. For Conditions 1 and 3 provided in Table 8, any drop-off condition that is created and restored within the same work period will not be subject to use of temporary barriers; however, channelizing devices will be required.
6. When permanent curb heights are ≥ 6", no channelizing device will be required. For curb heights < 6", see Table 8.



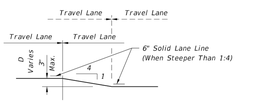
DROP-OFF CONDITION DETAIL

Table 8
Drop-off Protection Requirements

Condition	X (ft)	D (in.)	Device Required
1	0-12	> 3	Temporary Barrier
2	> 12-CZ	> 3 to ≤ 5	Channelizing Device
3	0-CZ	> 5	Temporary Barrier
4	Removal of Bridge or Retaining Wall Barrier		Temporary Barrier
5	Removal of portions of Bridge Deck		Temporary Barrier

TRAVEL LANE TREATMENT FOR MILLING OR RESURFACING NOTES

1. This treatment applies to resurfacing or milling operations between adjacent travel lanes.
2. Whenever there is a difference in elevation between adjacent travel lanes, the W8-11 sign with "UNEVEN LANES" is required at intervals of ½ mile maximum.
3. If D is 1½" or less, no treatment is required.
4. Treatment allowed only when D is 3" or less.
5. If the slope is steeper than 1:4 (not to be steeper than 1:1), the R4-1 and MOT-1-06 signs shall be used as a supplement to the W8-11; this condition should never exceed 3 miles in length.



TRAVEL LANE TREATMENT FOR MILLING OR RESURFACING DETAIL

PEDESTRIAN WAY DROP-OFF CONDITION NOTES

1. A pedestrian way drop-off is defined as:
   a. a drop in elevation greater than 10" that is closer than 2' from the edge of the pedestrian way
   b. a slope steeper than 1:2 that begins closer than 2' from the edge of the pedestrian way when the total drop-off is greater than 60"
2. Protect any drop-off adjacent to a pedestrian way with pedestrian longitudinal channelizing devices, temporary barrier wall, or approved handrail.

DROP-OFFS IN WORK ZONES

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

JAMIE STEWART EUBANKS LICENSE No 71438 STATE OF FLORIDA PROFESSIONAL ENGINEER

JAMIE S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

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CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

FDOT INDEX 102-600

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DATE: 5/14/2025
DESIGNED: JSE
DRAWN: MPF/JMF

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

DRAWING NUMBER 12 OF 18

SHEET NUMBER C12

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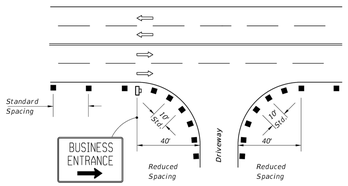
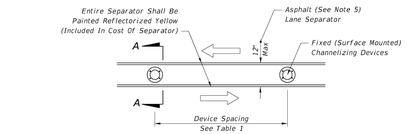
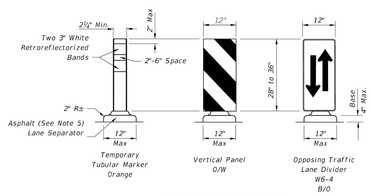


1. For single business entrances, place one 24" x 36" business sign for each driveway entrance affected. Signs shall show specific business names. Logos may be provided by business owners. Standard BUSINESS ENTRANCE sign in Index 700-102 may be used when approved by the Engineer.
2. When several businesses share a common driveway entrance, place one 24" x 36" standard BUSINESS ENTRANCE sign in accordance with Index 700-102 at the common driveway entrance.
3. Channelizing devices shall be placed at a reduced spacing on each side of the driveway entrance, but shall not restrict sight distance for the driveway users.
4. Business entrance signs are intended to guide motorist to business entrances moved/modified or disturbed during construction projects. Business entrance signs are not required where there is minimal disruption to business driveways which is often the case with resurfacing type projects.

PLACEMENT OF BUSINESS ENTRANCE SIGNS AND CHANNELIZING DEVICES AT BUSINESS ENTRANCE



PLAN



FIXED (SURFACE MOUNTED) CHANNELIZING DEVICES

SECTION A-A

1. Temporary lane separators shall be supplemented with any of the following approved fixed (surface mounted) channelizing devices: temporary tubular markers, vertical panels, or opposing traffic lane divider panels. Opposing traffic lane divider panels (W6-4) shall only be used as center lane dividers to separate opposing vehicular traffic on a two-lane, two-way operation. Temporary Tubular Markers, Vertical Panels and Opposing Traffic Lane Divider panels shall not be intermixed within the limits where the temporary lane separator is used. The connection between the channelizing device and the temporary lane separator curb shall hold the channelizing device in a vertical position.
2. Reflectorized materials shall have a smooth sealed outer surface which will display the same approximate color day and night. Furnish channelizing devices having retroreflective sheeting meeting the requirements of Section 990.
3. 12" openings for drainage shall be constructed in the asphalt and portable temporary lane separator at a maximum spacing of 25' in areas with grades of 1% or less or 50' in areas with grades over 1% as directed by the Engineer.
4. Tapered ends shall be used at the beginning and end of each run of the temporary lane separator to form a gradual increase in height from the pavement level to the top of the temporary lane separator.
5. The Contractor has the option of using portable temporary lane separators containing fixed channelizing devices in lieu of the temporary asphalt separator and channelizing devices detailed on this sheet. The portable temporary lane separator shall come in portable sections that can be connected to maintain continuous alignment between the separate curb sections. Each temporary lane separator section shall be 36 inches to 48 inches in total length. Portable temporary lane separators shall duplicate the color of the pavement marking. Portable temporary lane separators shall be one of those listed on the Approved Products List.

TEMPORARY LANE SEPARATOR

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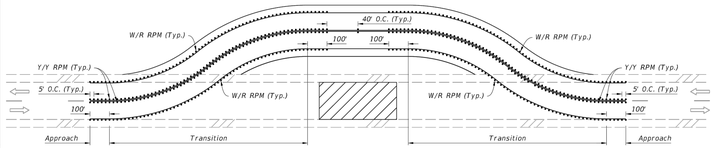
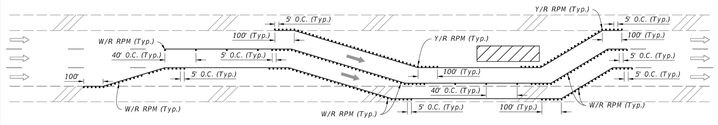
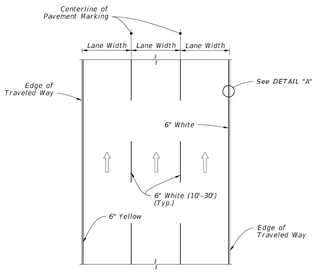


RPM PLACEMENT ON TWO-LANE ROADWAYS



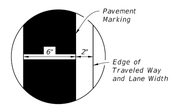
RPM PLACEMENT ON MULTILANE ROADWAYS
(Lane Shift Shown, Other Multilane Typical Applications Similar)



PLAN VIEW

NOTES:
1. Install RPMs as a supplement to:
   a. All lane lines
   b. Edge lines in transitions (e.g., merges, diversions, lane shifts)
   c. Edge lines of gore areas
2. Extend pavement marking and 5' RPM spacing by 100' in each direction for all transitions regardless of the line type.
3. Place RPMs in accordance with this detail and Index 706-001.

SYMBOLS:
- Work Area
- Lane Identification and Direction of Traffic



DETAIL "A"

RPM PLACEMENT IN WORK ZONES

PAVEMENT MARKINGS PLACEMENT

WORK ZONE PAVEMENT MARKINGS

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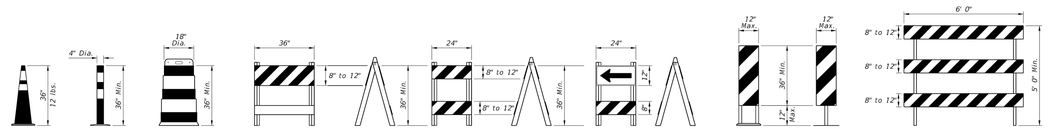
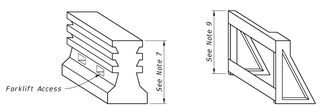


CHANNELIZING DEVICES

CHANNELIZING DEVICE NOTES:
1. The details shown on this sheet are for the following purposes:
   a. For ease of identification and
   b. To provide information that supplements or supersedes that provided by the MUTCD.
2. The Type III Barricade shall have a unit length of 6'-0" only. When barricades of greater lengths are required those lengths shall be in multiples of the 6'-0" unit.
3. No sign panel should be mounted on any channelizing device unless the channelizing device/sign combination was found to be crashworthy and the sign panel is mounted in accordance with the vendor drawing for the channelizing device shown on the Approved Products List (APL).
4. Ballast shall not be placed on top rails or any striped rails or higher than 13" above the driving surface.
5. The direction indicator barricade may be used in tapers and transitions where specific directional guidance to drivers is necessary. If used, direction indicator barricades shall be used in series to direct the driver through the transition and into the intended travel lane.
6. The splicing of sheeting is not permitted on channelizing devices or MOT signs.
7. For rails less than 3'-0" long, 4" stripes shall be used.
8. Cones shall:
   a. Be used only in active work zones where workers are present.
   b. Be reflectorized as per the MUTCD with Department-approved reflective collars when used at night.
9. For pedestrian longitudinal channelizing devices, the device shall have a minimum of 8" continuous detectable edging above the walkway. A gap not exceeding a height of 2" is allowed to facilitate drainage. The top surface of the device shall be a minimum height of 32" and have a ½" or less difference in any plane at all connection points between the devices to facilitate hand trailing. The bottom and the top surface of the device shall be in the same vertical plane. If pedestrian drop-off protection is required, the device shall have a footprint or offset of at least 2", otherwise the device must be at least 42" in height above the walkway and be anchored or ballasted to withstand a 200 lb lateral point load at the top of the device.



PEDESTRIAN LONGITUDINAL CHANNELIZING DEVICES

TEMPORARY BARRIER NOTES:
1. Where a barrier is specified, any of the types below may be used in accordance with the applicable Index:

Index	Description
102-100	Temporary Barrier
102-120	Low Profile Barrier
536-001	Guardrail

2. Trailer Mounted Barriers may be used to provide positive protection for workers within the work areas. APL drawings may be used as a guide to develop project specific Temporary Traffic Control Plans that are signed and sealed by the Contractor's Engineer.

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JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450
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JAMIE S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

REV	DATE	DESCRIPTION	BY
...	...	...	...

CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

FDOT INDEX 102-600

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JOB: 24-25
DATE: 5/14/2025
DESIGNED: JSE
DRAWN: MPF/JMF

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

DRAWING NUMBER
13 OF 18

SHEET NUMBER
C13

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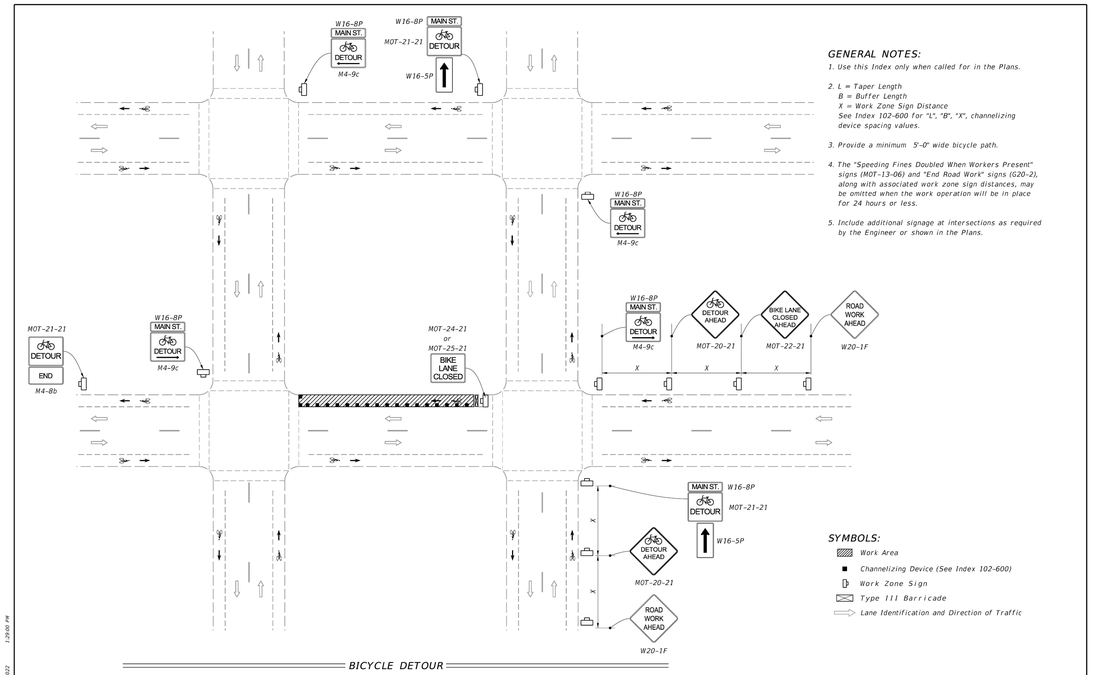
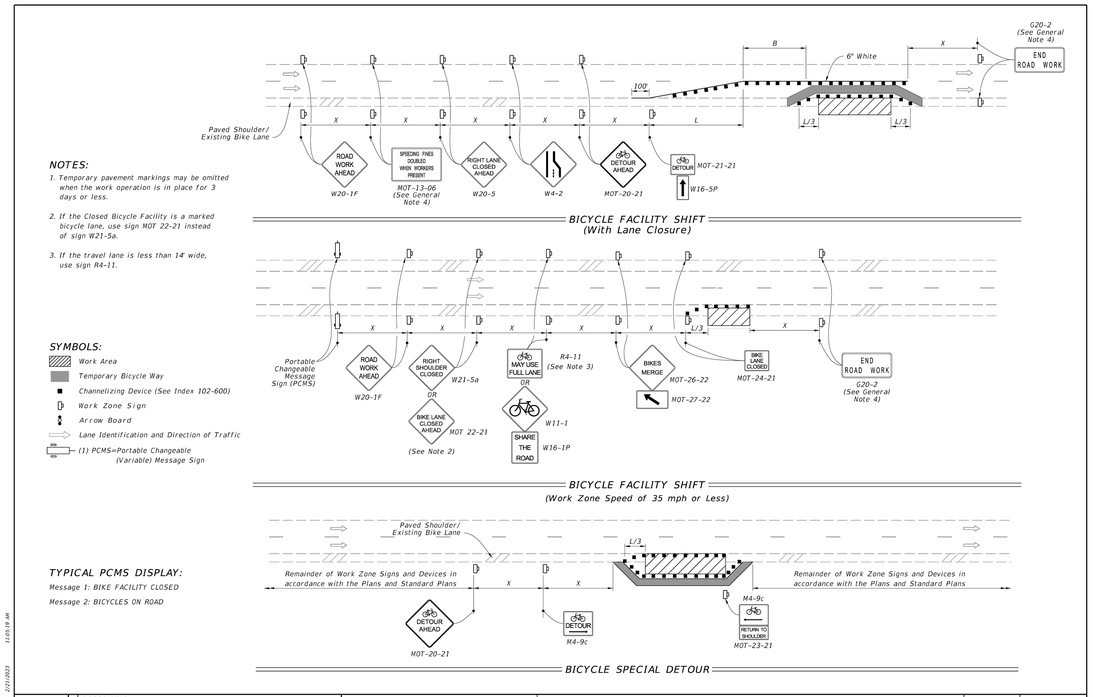


LAST REVISION 11/01/21	REVISION DESCRIPTION:	FDOT FY 2023-24 STANDARD PLANS	BICYCLE FACILITY CLOSURES	INDEX 102-661	SHEET 1 of 2



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

JAMIE STEWART EUBANKS LICENSE No 71438 STATE OF FLORIDA PROFESSIONAL ENGINEER

JAMIE S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

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BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

FDOT INDEX 102-661

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3D VIEW OF RAILING WITH TYPE 1 - PICKET INFILL PANEL
(42" Height shown, 48" Height Similar)

TABLE 1 - RAILING MEMBERS

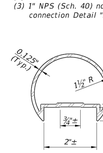
MEMBER	ALLOY(1)	DESIGNATION	OUTSIDE DIMENSION	WALL THICKNESS
Posts (Type "A" & "B")	6061-T6	RT 2x2x0.250	2.00" x 2.00"	0.250"
Posts (Type "C")	6061-T6	Extrusion 1⅝x2½x0.125	1.50" x 2.50"	0.125"
Top Plate (Type "C")	6061-T6	Extrusion (See Details)	2⅞" x 2"	Varies
Top Rail	6061-T6	2½" NPS (Sch. 10)	2.875"	0.120"
		3" Round Top Cap Rail	3.000"	0.125"
End Hoops	6063-T5	2½" NPS (Sch. 10)	2.875"	0.120"
		3.00 OD x 0.125 Wall	3.000"	0.125"
Top Rail Joint/Splice Sleeves	6063-T5	2.50 OD x 0.125 Wall	2.500"	0.125"
		Top Cap Rail Inner Sleeve	2.800"	0.090"
Intermediate & Bottom Rail	6061-T6	RT 2x2x0.250	2.00" x 2.00"	0.250"(2)
Int. & Bottom Rail Post Connection Sleeve	6063-T5	1.50 OD x 0.125 Wall(3)	1.500"	0.125"
Handrail Joint/Splice Sleeves	6063-T5	1" NPS (Sch. 40)	1.315"	0.133"
	6063-T5	1.50 OD x 0.125 Wall	1.500"	0.125"
Handrails	6061-T6	1½" NPS (Sch. 40)	1.900"	0.145"
Handrail Support Bar	6061-T6	¾" Ø Round Bar	0.750"	N/A
Pickets (Type 1 Infill Panel)	6061-T6	¾" Ø Round Bar	0.750"	N/A
Infill Panel Members (Types 2 - 5)	6063-T5	Varies (See Details)	Varies	Varies

TABLE 1 NOTES:
(1) Alloy 6061-T6 or 6063-T52 & T6 may be substituted for Alloy 6063-T5.
(2) 0.188" wall thickness permitted for rails with post spacings less than 5'-9".
(3) 1" NPS (Sch. 40) non-slit rail sleeves may be substituted when welded connection Detail "K" is utilized.

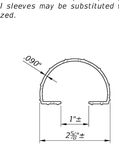
NOTES

1. Shop Drawings are required, see Specification Section 515.
2. For bridge mounted railings, work this Index with Index 515-061 Bridge Bicycle/Pedestrian Railing (Aluminum)
3. Materials:
   A. Structural Extrusions, Tube, Pipe and Bars: Table 1 and ASTM B221 or ASTM B429
      a. Top, bottom and intermediate rail corner bends with maximum 4'-0" post spacing may be Alloy 6063-T6
   B. Base Plates and Rail Caps: ASTM B209 Alloy 6061-T6
   C. Perforated panels (Type 5) Alloy 3003-H14
   D. Stainless steel (SS) screws: Type 316 or 18-8 Alloy
   E. Aluminum screws: Alloy 2024-T4 or 7075-T73
   F. Galvanized Steel Fasteners: coated in accordance with Specification Section 962.
      a. Hex Head Bolts: ASTM A 307
         1. ⅞" diameter single bolt option, Grade 36
         2. ⅝" diameter four bolt option, Grade 55
      b. Adhesive Anchors: ASTM F1554 fully threaded rods, Grade 55
      c. Hex Nuts: ASTM A563
      d. Flat Washers: ASTM F436
      e. Plate Washers: ASTM A36 or ASTM A706 Grade 36.
   G. Shims: ASTM B209 Alloy 6061 or 6063
   H. Bearing Pads: Provide ½" thick Plain, Fabric Reinforced or Fabric Laminated Bearing Pads meeting the requirements of Specification Section 932 for Ancillary Structures.
4. Fabricate pickets and vertical panel elements parallel to the posts; except Type 2, 3 and 5 panel infills may be fabricated parallel to the longitudinal grade. Maintain a maximum clear opening of 5⅜" for standard installations and 3⅜" when a 4" sphere requirement is indicated in the Data Tables.
5. Locate railing expansion Joints between the posts on either side of the deck expansion joint. Maximum spacing between expansion joints is 35'-0".
6. Field splices are similar to the Expansion Joint Detail and may be approved by the Engineer to facilitate handling; but the top rail must be continuous across a minimum of two posts.
7. For intermediate and bottom horizontal rails, the screwed joints shown may be substituted with alternate joints shown in detail "K" for Post Type "A" & "B".
8. Make corners and changes in tangential longitudinal alignment with a 9" bend radius or terminate adjoining sections with mitered end sections when handrails are not required.
9. For changes in tangential longitudinal alignment greater than 45°, position posts a maximum of 2'-0" each side of the corner but not at the corner apex.
10. For curved longitudinal alignments, shop bend the top and bottom rails and handrails to match the alignment radius.
11. Handrails are required and must be continuous at landings for:
    A. Grades Steeper than 5%,
    B. Three or more steps
12. Installation: Cutting of reinforcing steel is permitted for post installed anchors.

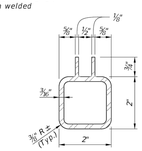
CROSS REFERENCES:
Detail "A", Sheet 4
Detail "B", Sheet 4
Detail "K", Sheet 3



3" ROUND TOP CAP RAIL

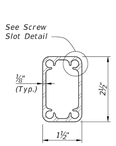


TOP CAP RAIL INNER SPLICE SLEEVE

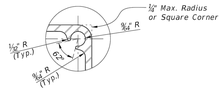


ALTERNATIVE BOTTOM & INTERMEDIATE RAIL SECTION FOR TYPE 3, 4 & 5 RAILINGS

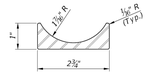
ALTERNATE TOP RAIL SECTION



POST TYPE "C" SCREW SLOT SECTION



SCREW SLOT DETAIL



OPTIONAL TOP PLATE EXTRUSION SECTION (POST TYPE "C")

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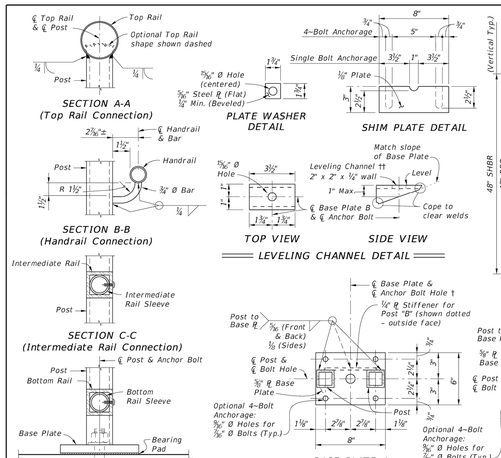

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JENKINS ENGINEERING, INC.
73 EGLIN PARKWAY NE, SUITE 203
FORT WALTON BEACH, FLORIDA 32548
PHONE 850.837.2448
FAX 850.837.2450
JEICIVIL.COM

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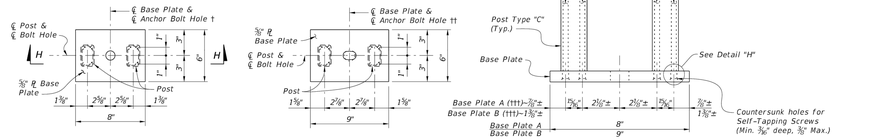
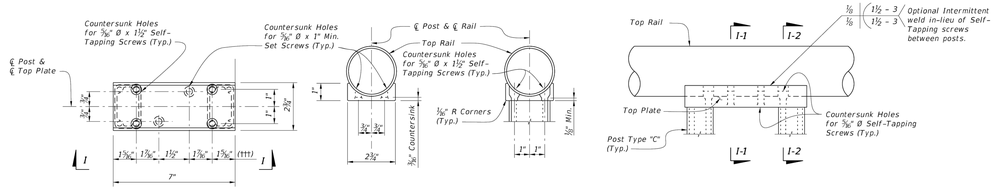


BASE PLATE A | BASE PLATE B | SECTION H-H (Screws Not Shown for Clarity)

BASE PLATE DETAILS FOR TYPE "C" POST



PLAN | SECTION "I-1" | SECTION "I-2" | VIEW "I"

TOP PLATE DETAILS FOR TYPE "C" POST (Screws Not Shown For Clarity)

Notes:
† See Sheet 4 for Notes.
†† See Sheet 4 for Notes.
††† Length varies for beveled posts on grades. Holes must be drilled plumb to align with screw slot.

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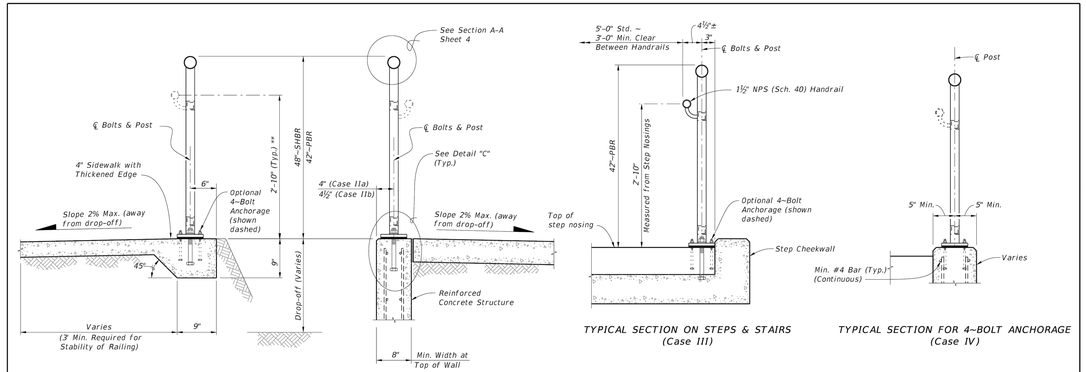
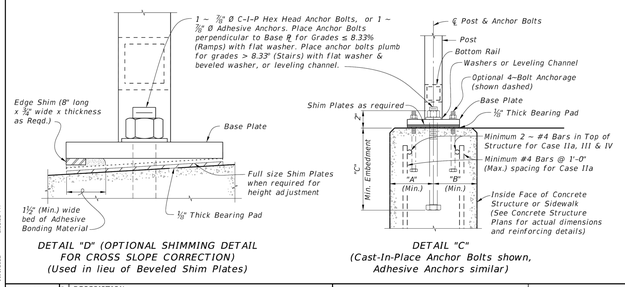


TYPICAL SECTION ON CONCRETE SIDEWALK (Case I) | TYPICAL SECTION ON RETAINING WALL (Case II) | TYPICAL SECTION ON STEPS & STAIRS (Case III) | TYPICAL SECTION FOR 4-BOLT ANCHORAGE (Case IV)



DETAIL "D" (OPTIONAL SHIMMING DETAIL FOR CROSS SLOPE CORRECTION) (Used in lieu of Beveled Shim Plates) | DETAIL "C" (Cast-In-Place Anchor Bolts shown, Adhesive Anchors similar)

ANCHOR BOLT TABLE

CASE	STRUCTURE TYPE	DIMENSIONS "A" Edge Dist.	DIMENSIONS "B" Edge Dist.	DIMENSIONS "C" Embedment	ANCHOR LENGTH C.I.P Hex Head Bolt	ANCHOR LENGTH Adhesive Anchor	ANCHOR SIZE
I	Unreinforced Concrete	6"	1'-2"	6"	7½"	8"	⅞" Ø
IIa	Reinforced Concrete	4"	4"	9"	10½"	11"	⅞" Ø
IIb	Gravity Wall Index 400-011	4½"	3½" @ top	9"	10½"	11"	⅞" Ø
III	Step Cheekwall	4½"	4½"	9"	10½"	11"	⅞" Ø
IV	Varies	5"	5"	5"	6½"	7"	⅞" Ø

** When required; measured from top of sidewalk (Typ.)

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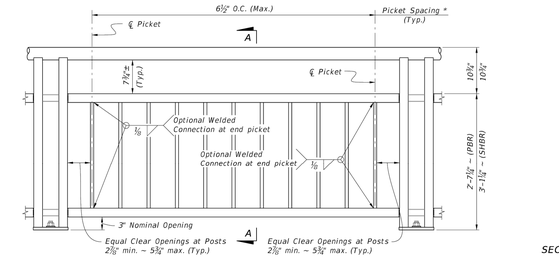
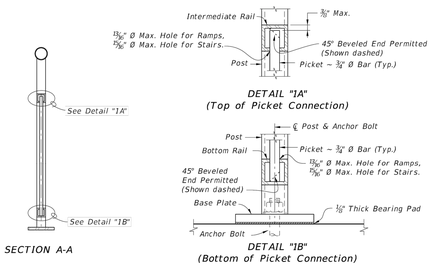
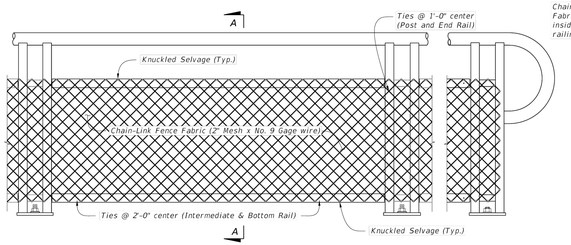


TYPE 1 - PICKET INFILL PANEL



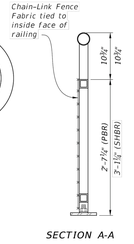
SECTION A-A | DETAIL "1A" (Top of Picket Connection) | DETAIL "1B" (Bottom of Picket Connection)

PICKET NOTES:
* Picket Spacing of 6½" centers is based on a ¾" Ø Bar for standard applications. When shown in the Contract Plans a 4½" picket spacing may be required. See Note 4 (Sheet 1).



TYPE 2 - CHAIN-LINK (Continuous Infill Panel)

NOTE:
See Plans for Infill Panel option required.



SECTION A-A

TABLE 2 - CHAIN-LINK PANEL COMPONENT MATERIALS

COMPONENT	ASTM	COMPONENT INFORMATION
Chain-Link Fence Fabric (2" mesh with knuckled top and bottom selvage)	A392	Zinc-Coated Steel – No. 9 gage (coated wire diameter), Class 2 Coating
	A491	Aluminum-Coated Steel – No. 9 gage (coated wire diameter)
	F668	Polyvinyl Chloride (PVC) Coated Steel – No. 9 gage Zinc-Coated Wire (metallic-coated core wire diameter) – See Plans for specified color of PVC.
Tie Wires	F626	Zinc-Coated Steel Wire – No. 9 gage with coating to match Chain-Link Fence Fabric.
Tension Bars	F626	5/16" (min. thickness) x 3/4" (min. width) x 2'-3" (min. height) Steel Bars
Miscellaneous Fence Components	F626	Zinc-Coated Steel

CHAIN-LINK PANEL NOTE:
Chain-Link Fence Fabric shall be continuous along limits of railing. Splicing of Chain-Link panels using Tension Bars at 20'-0" minimum increments is permitted.

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

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1 SPECIFICATION: CLEARING AND GRUBBING

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

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

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

1.1 SCOPE:

Site clearing work includes, but is not limited to:

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

1.2 JOB CONDITIONS:

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

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

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

Protect improvements on adjoining properties and on project site.

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

1.3 LIMITATIONS:

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

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

1.4 CLEARING AND GRUBBING:

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

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

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

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

1.5 FILLING:

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

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

1.6 REMOVAL OF IMPROVEMENTS:

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

1.7 DISPOSAL OF WASTE MATERIALS:

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

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

2 SPECIFICATION: EXCAVATION, EMBANKMENT AND SUBGRADE

2.1 EXCAVATION, EMBANKMENT AND SUBGRADE:

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

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

2.2 SOIL CEMENT BASE:

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

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

2.3 SAND-CLAY BASE COURSE:

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

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

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

CONTINUED ON NEXT COLUMN

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

2.4 LIMEROCK BASE COURSE:

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

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

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

2.5 GRADED AGGREGATE BASE COURSE:

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

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

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

2.6 ASPHALT BASE COURSE:

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

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

3 SPECIFICATION: ASPHALT CONCRETE PAVING

3.1 SCOPE:

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

3.2 APPLICABLE PUBLICATIONS:

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

Florida Department of Transportation Specifications:

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

American Society for Testing and Materials (ASTM) Publications:

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

3.3 SUBMITTALS:

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

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

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

Asphalt extraction tests.

Aggregate gradation tests.

Marshall stability tests.

3.4 JOB CONDITIONS:

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

3.5 MATERIALS:

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

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

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

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

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

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

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

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

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

CONTINUED ON NEXT COLUMN

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

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

3.6 BASE COURSE PREPARATION:

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

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

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

Prime Coat:

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

Tack Coat:

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

3.7 PLACING ASPHALT MIX:

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

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

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

Paver Placing:

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

Joints:

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

3.8 COMPACTION:

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

Breakdown Rolling:

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

Finish Rolling:

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

Patching:

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

Protection:

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

3.9 FIELD QUALITY CONTROL:

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

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

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

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

4 SPECIFICATION: PORTLAND CEMENT CONCRETE PAVING

4.1 SCOPE:

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

4.2 APPLICABLE PUBLICATIONS:

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

Florida Department of Transportation Specifications:

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

American Society for Testing and Materials (ASTM) Publications:

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

4.3 SUBMITTALS:

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

4.4 MATERIALS:

Forms:

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

Form Release Agent:

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

Welded Wire Mesh:

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

Reinforcing Bars:

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

Concrete Materials:

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

Joint Fillers:

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

4.5 MIXING:

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

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

4.6 PREPARATION:

Surface Preparation:

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

4.7 CONCRETE INSTALLATION:

Form Construction:

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

Reinforcement:

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

Concrete Placement:

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

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

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

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

Curbs and Gutters:

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

4.8 JOINT CONSTRUCTION:

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

Weakened-Plane (Contraction) Joints:

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

Tooled Joints:

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

CONTINUED ON NEXT SHEET

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

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JAMIE STEWART EUBANKS LICENSE No 71438 STATE OF FLORIDA PROFESSIONAL ENGINEER

JAMIE S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

REV	DATE	DESCRIPTION	BY
...	...	...	...

CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

SPECIFICATIONS I

NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

JOB: 24-25
DATE: 5/14/2025
DESIGNED: JSE
DRAWN: MPF/JMF

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

DRAWING NUMBER
17 OF 18

SHEET NUMBER
C17

File: C:\Users\JMF\JEI\24-25 COD Beach Drive Culvert Replacement - Documents\Drawings\24-25 Design.dwg - Last Saved: 5/14/2025 3:36 PM by JMF

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Construction Joints:

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

Expansion Joints:

Provide premolded joint filler for expansion joints abutting concrete curbs, catch basins, manholes, inlets, structures, walks, and other fixed objects.

Locate expansion joints at 40'-0" o.c. maximum for each pavement lane or for curb.

Located expansion joints at 50'-0" o.c. maximum for walkways.

Joint Fillers:

Extend joint fillers full-width and depth of joint, and not less than 1/2" or more than 1" below finished surface where joint sealer is indicated.

Furnish joint filler in one-piece lengths for full width being placed, wherever possible. Where more than one length is required, lace or clip joint filler sections together.

Joint Sealants:

Exterior pavement joint sealants shall be composed of a non-priming, pourable, self-leveling type polyurethane sealant, such as grey shep-calk, or approved eqaual suitable for use in pavements and sidewalks.

4.9 CONCRETE FINISHING:

After striking-off and consolidating concrete, smooth surface by screeding and floating. Adjust floating to compact surface and produce uniform texture.

After floating, test surface for trueness with 10'-0" straightedge (maximum deviation of 1/4 inch). Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide continuous smooth finish.

Work edges of slabs, gutters, back top edge of curb, and formed joints with an edging tool, and round to 1/2" radius. Eliminate tool marks on concrete surface.

After completion of floating and troweling when excess moisture or surface sheen has disappeared, complete surface finish as follows:

Curbs, Gutters, and Walks:

Broom finish by drawing fine-hair broom across concrete surface perpendicular to line of traffic. Repeat operation if required to provide fine line texture.

Inclined Slab Surfaces:

Provide coarse, nonslip finish by scoring surface with stiff-bristled broom perpendicular to line of traffic.

Paving:

Burlap finish by dragging seamless strip of damp burlap across concrete perpendicular to line of traffic. Repeat operation to provide gritty texture.

Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point up any minor honeycombed areas. Remove and replace areas or section with major defects, as directed.

Protect and cure finished concrete paving in accordance with "Florida Department of Transportation Specifications for Road and Bridge Construction" Section 350-13.

4.10 CLEANING AND ADJUSTING:

Repair or replace broken or defective concrete as directed.

Protect concrete from damage until acceptance of work. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials.

Sweep concrete pavement and wash free of stains, discolorations, dirt, and other foreign material just prior to final inspection.

5 SPECIFICATION: FENCING

The Contractor shall install fencing as shown on the plans and in accordance with the manufacturer's brochure. The following are minimum requirements and shall govern except that all local, state and/or federal codes and ordinances shall govern when their requirements are in excess hereof.

5.1 MATERIAL CERTIFICATES:

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

5.2 MATERIALS:

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

Height shall be as required as shown on the construction plans.

Fabric shall be #9 gauge, chain link open hearth steel wire, hot-dipped galvanized after weaving with minimum coating of 2.0 ounce of zinc per square foot or aluminum coating with .40 ounces per square foot, woven in 2" diamond mesh.

Line post, top, intermediate and bottom rails, shall be 1-5/8" O.D. steel pipe, weight 2.27 lbs. per foot, hot-dipped galvanized. Set 36" deep in concrete.

Terminal, corner, gate and pull posts shall be 3" O.D. pipe, 5.79 lbs. Set 36" deep in concrete.

Concrete for setting posts shall be Portland Cement complying with ASTM C-150, aggregates complying with ASTM C-33, and clean water. Mix materials to obtain concrete with a minimum 28-day compressive strength of 2,500 psi.

Stretcher bar bands, tie wires, hog rings, couplings, nuts, stretcher bars, bolts, and miscellaneous fastening devices shall be manufacturer's standard for heavy construction fence.

Swing gates shall consist of the following components.

2" O.D. steel pipe 2.72 lbs. per foot, hot-dipped galvanized. Each frame to be equipped with 3/8" diameter adjustable truss rods.

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

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

5.3 ACCEPTABLE MANUFACTURERS:

Cyclone Fence, Page Fence, and Hackney Corporation.

6 SPECIFICATION: TRAFFIC STRIPING AND PAINTING

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

6.1 MATERIAL CERTIFICATES:

CONTINUED ON NEXT COLUMN

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

6.2 TRAFFIC STRIPING AND PAINTING:

Traffic control markings shall be marked on pavement as indicated on drawings.

Paint shall be in sealed containers that plainly show the designated name, formula or specification number, batch number, color, date of manufacture, manufacturer's name, formulation number, and directions, all of which shall be plainly legible at the time of use. The paint shall be homogeneous, easily stirred to smooth consistency, and shall show no hard settlement or other objectionable characteristics during a storage period of six months.

All machines, tools, and equipment used in performance of the work shall be approved and maintained in satisfactory operating condition. Hand-operated push-type machines of a type commonly used for application of paint to pavement surfaces shall be acceptable for marking small street and parking areas. Applicator machines shall be equipped with necessary paint tanks and spraying nozzles, and shall be capable of applying paint uniformly at the coverage specified. Sandblasting equipment shall be provided as required for cleaning surfaces to be painted. Hand-operated spay guns shall be provided for use in areas where push-type machines cannot be used.

New pavement surfaces shall be allowed to cure for a period of not less than thirty days before application of marking materials. All surfaces to be marked shall be thoroughly cleaned before application of the paint. Dust, dirt, and other granular surface deposits shall be removed by sweeping, blowing with methods as required. Rubber deposits, surface laitance, existing paint markings and other coatings adhering to the pavement shall be completely removed with scrapers, wire brushes, sandblasting, approved chemicals, or mechanical abrasion as directed.

Paint shall be applied evenly to the pavement surface to be coated at a rate of 105 plus or minus 5 square feet per gallon. Paint shall be applied as shown on the drawings.

Paint shall be applied to clean, dry surfaces, and unless otherwise approved, only when air and pavement temperatures are above 40 degrees F and less than 95 degrees F. Paint temperature shall be maintained within these same limits. Paint shall be applied pneumatically with approved equipment at rate of coverage specified herein. The Contractor shall provide guidelines and templates as necessary to control paint application. Special precautions shall be taken in marking numbers, letters, and symbols. All edges of marking shall be sharply outlined. The maximum drying time requirements of the paint specifications will be strictly enforced, to prevent undue softening bitumen, and pickup, displacement, or discoloration by tires of traffic. If there is a deficiency in drying of the markings, painting operations shall be discontinued until cause of the slow drying is determined and corrected.

Suitable warning signs shall be placed near the beginning of the work site and well ahead of the work site for alerting approaching traffic from both directions. Small markers shall be placed along newly painted lines to control traffic and prevent damage to newly painted surfaces. Painting equipment shall be marked with large warning signs indication that slow moving painting equipment is in operation.

Markings which must be visible at night shall be reflectorized unless ambient illumination assures adequate visibility.

7 SPECIFICATION: WATER DISTRIBUTION SYSTEM

The Contractor shall provide and install all materials for a potable water distribution system as shown on the drawings and in this specification. In addition, he shall obtain all permits and conduct all tests required by local, state and federal authorities and as specified on these drawings.

7.1 MATERIALS:

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

Piping less than 4 inches in diameter:

• Polyvinyl Chloride (PVC) 160 psi, SDR 26	ASTM D-2241
• Polyethylene pipe 160 psi, SDR 9	ASTM D-3350 & ASTM D-2239
• Polyethylene tubing 200 psi, SDR 9	ASTM D-3350 & ASTM D-2737

Piping greater than 4 inches in diameter:

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

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

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

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

7.2 INSTALLATION:

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

The Contractor shall conduct hydrostatic pressure and leakage tests as follows: Apply 150 psi or 150% of the working pressure whichever is greater to the test line. Duration of the pressure test shall be at least two (2) hours. After 1/2 hour, check pressure, if pressure has dropped, inspect for leaks and correct as required. Repeat tests until there are no leaks or pressure loss. Pressure must hold for two hours.

Note: The Contractor shall notify the Utility Company and the Engineer at least 48 hours prior to conducting pressure and leakage tests. A 3/4 inch hose bib connection will be required for gauge connection.

The Contractor shall sterilize the lines by chlorinating at 40 to 50 ppm, injecting at a corporation stop and operating all valves and accessories. Flush system. Subsequent tests on replacement water shall show a chemical and bacterial count equal to the supply main. Samples shall be taken and tested at the expense of the Contractor, and results shall be acceptable to local, state and federal agencies of interest.

7.3 NOTES:

All water piping and fittings used shall be National Sanitation Foundation (N.S.F.) approved for potable water.

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

When trench excavation depth exceeds five feet, the Contractor shall provide trench protection (shields, sloping, shoring, etc.) and shall comply with OSHA Standard 29 CFR, Section 1926.650 Subpart P.

In accordance with rules of the Florida Department of Environmental Protection (DEP), Chapter 62-555, the Engineer of record will be responsible for observation of construction of the Potable Water System. The Engineer shall be notified at commencement and completion of construction. To assure compliance with plans and specifications, said Engineer will report to DEP upon completion of construction and cleaning and disinfecting described above before the system can be placed in service.

All PVC potable water lines and services will be marked with No. 14 copper insulated tracer wire to enable location with a Ferrous Metal Detector. The tracer wire will be placed 12 inches above and throughout the length of all such pipe.

7.4 FIRE HYDRANTS:

All fire hydrants shall be 6 inch, three way hydrants with two 2-1/2 inch hose nozzles and one 4-1/2 inch pumper nozzle, designed for 150 lbs working pressure or 300 lbs hydrostatic pressure and shall conform to the latest specifications of the AWWA All working parts shal be bronze. All hose threads shall be National Standard Threads. Hydrants shall have a mechanical joint end inlet. Hydrants shall be Traffic Breakaway Model. The hydrant main valve shall be a compression type that closes with the water pressure. Hydrants shall have not less than a 5-1/4 inch valve opening. All hydrants shall be equipped with automatic self-oiling reservoirs that lubricate the stem threads and all bearing surfaces each time the hydrant is operated. Hydrants shall be painted one coat of red iron oxide, zinc oxide primer conforming to Steel Structures Painting Council SSPC-paint 25 and two finish coats of silicone alkyd paint conforming to Steel Structures Painting Council

CONTINUED ON NEXT COLUMN

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

8 SPECIFICATION: SANITARY SEWER SYSTEM

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

8.1 MATERIALS:

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

Piping:

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

Joints:

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

NOTE: ALL JOINTS TO BE BELL AND SPIGOT TYPE.

Concrete:

• Poured or Pre-cast	4000 psi at 28 days

8.2 INSTALLATION:

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

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

When trench excavation depth exceeds five feet, the Contractor shall provide trench protection (shields, sloping, shoring, etc.) and shall comply with OSHA Standard 29 CFR, Section 1926.650 Subpart P.

In accordance with rules of the Florida Department of Environmental Protection (DEP), Chapter 62-604, the Engineer of record will be responsible for observation of construction of the Sanitary Sewer System. The Engineer shall be notified at commencement and completion of construction. To assure compliance with plans and specifications said Engineer will report to DEP upon completion of construction before the system can be placed in service.

The Contractor shall coordinate all tests with the utility company and the Engineer. All lines, fittings and manholes shall be clean and dry before conducting tests. Tests and subsequent corrections shall be at the expense of the Contractor.

8.3 GRAVITY SEWERS:

Leakage tests by exfiltration and/or infiltration will be made on all pipe. The Engineer shall have the option determining which test shall be employed. Generally, if the groundwater table is below the bottom of the pipe, an exfiltration test shall be used. Duration of test shall be not less than two (2) hours. Visible leaks encountered shall be corrected regardless of leakage test results. Leakage as measured by either the infiltration or exfiltration test shall not exceed 0.157 gallons per inch diameter per 100 feet of pipe per hour. When leakage exceeds the maximum amount specified, satisfactory correction shall be made and retesting accomplished.

Deflection testing shall be done on all flexible pipe at the direction of the Engineer. Testing shall be done using a mandrel having a diameter equal to 95 percent of the inside diameter of the pipe. When a deflection device is used in lieu of the mandrel, such device shall be approved by the Engineer prior to use. No pipe deflection shall exceed 5 percent.

8.4 FORCE MAINS:

The Contractor shall conduct hydrostatic pressure and leakage tests as follows:

Apply 100 psi or 150% of the working pressure, whichever is greater, to the test line. Duration of the pressure test shall be at least two (2) hours. After 1/2 hour, check pressure, if pressure has dropped, inspect for leaks and correct as required. Repeat tests until there are no leaks or pressure loss. Pressure must hold for two hours.

Note: The Contractor shall notify the Utility Company and the Engineer at least 24 hours prior to conducting pressure and leakage tests.

Force mains shall have thrust blocks designed for 100 psi test pressure. Force mains shall be colored other than white to distinguish from water lines. Force mains in the right-of-way shall have 30 inches (minimum) cover over the crown.

All sanitary sewer force mains will be marked with No. 14 copper insulated tracer wire to enable location with a Ferrous Metal Detector. The tracer wire will be placed 12 inches above and throughout the length of all such pipes.

8.5 MANHOLES:

Shape: All manholes will be eccentric or as specified on the drawings.

Setting Manhole Castings: The frame of the casting shall be set in a full mortar bed composed of one part Portland Cement to two parts of fine aggregate.

Concrete: The minimum compressive strength required at twenty-eight days is 4000 lbs. per sq. inch. The minimum amount of water shall be used to produce a workable mix and shall not exceed six (6) U.S. Gallons per sack of cement. Concrete shall conform to ASTM C-94.

Pre-cast Reinforced Concrete Manhole Sections: Pre-cast reinforced concrete manhole sections shall conform to ASTM C-478. All joints for pre-cast sections shall be approved by the Engineer.

Castings: Cast iron frames and covers shall conform to the drawings in all essentials of design. All castings shall be made of clean, even grain, tough gray cast iron. The quality of iron in the castings shall conform to the current ASTM Specification A-48 for Class 20 Gray Iron Castings. The weight of castings shall be as shown in the plans. Castings shall be smooth, true to pattern, and free from projections, sand holes, or defects. A raised work "SEWER" shall be cast on the upper non-skid surface of all manhole covers. The portion of the frame and cover which forms the cover seat shall be machined so that no rocking of the cover is possible. The castings shall be coated with coal tar pitch varnish. On roadways the frame and cover shall be set flush with and in the plane of the surface. In other locations they shall be set to grades determined by the Engineer. A shop drawing of the manhole frame and cover must be approved by the Engineer for all covers and frames furnished on the project.

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

8.6 GENERAL:

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

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

9 SPECIFICATION: STORM SEWER SYSTEM

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

CONTINUED ON NEXT COLUMN

9.1 MATERIALS:

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

Corrugated Polyethylene Pipe: Shall comply with section 948 of the latest edition "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein. Pipes 12 inches to 24 inches in diameter shall comply with ASTM F-405 and ASTM F-667. Joints shall be by means of dimpled band. If used outside of dry wells, joints shall be wrapped in filtercloth 2 feet in width and with 2 feet of overlap on the diameter. This pipe, in the perforated form, shall be used inside dry wells. It may be used outside dry wells only when used with a filter sock. Perforations shall be 1/4 inch diameter and spaced 10 inches on center in the valley of the corrugations.

Polyvinyl-Chloride Pipe: Shall comply with section 948 of the latest edition "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein. Polyvinyl-Chloride Pipe shall meet the requirements of ASTM D 3034, SDR-35, or ASTM F 949, profile wall without perforations. Polyvinyl-Chloride Pipe for use as underdrain shall conform to the requirements of ASTM F 758 or ASTM F 949. Also, PVC underdrain manufactured from PVC pipe meeting ASTM D 3033 or ASTM D 3034, perforated in accordance with the perforation requirements given in AASHTO M 36, or AASHTO M 196 will be permitted.

Reinforced Concrete Pipe: Shall comply with requirements of ASTM C-76, Class III, unless otherwise indicated on the Drawings, and shall be installed with rubber gasketed joints complying with ASTM C-443. Install rubber gaskets in strict accordance with pipe manufacturer's recommendations.

Manholes: Precast reinforced concrete manhole sections shall conform to ASTM Specification C-478. Construct manholes of precast concrete sections as required by Drawings to size, shape, and depth indicated, but never less than 4'-0" inside diameter. All joints for precast sections shall be approved by the engineer.

Inlets and Catch Basins: Precast reinforced concrete Inlets and Catch Basin sections shall conform to ASTM C-478. Construct Inlets and Catch Basins of precast concrete construction as required by drawings to size, shape and depth indicated.

Main and Lateral Pipes: Neatly cut off main and lateral pipes flush with inside of manhole or inlet where they enter structure walls. Dress all irregularities and rough edges with non-shrinking group (inside and outside).

Where pipes enter or exit manholes, a "Kor-N-Seal" molded neoprene boot with stainless steel internal and external bands as manufactured by the National Pollution Control Systems. Inc., Nashua, New Hampshire, or a polyurethane joint with a short transition joint as manufactured by Moorform Corporation, Centralia, Illinois, or an approved equal (or superior) connection shall be provided.

Cast Iron Frames, Covers, and Grates: After completion of manhole inlet, set cast iron frame in full mortar bed after adjusting to required elevation. Cast iron frames and covers shall conform to the drawings in all essentials of design. All castings shall be made of clean, even grain, tough gray cast iron The quality of iron in the castings shall conform to the current ASTM Specification A-48 for Class 20 Gray Iron Castings. The weight of castings shall be as shown in the plans. Castings shall be smooth, true to pattern, and free from projections, sand holes, or defects. A raised word "STORM SEWER" shall be cast on the upper non-skid surface of all manhole covers. The portion of the frame and cover which forms the cover seat shall be machined so that no rocking of the cover is possible. The castings shall be coated with coal tar pitch varnish. On roadways the frame and cover shall be set flush with and in the plane of the surface. In other locations they shall be set to grades determined by the engineer. The frame and cover shall be heavy duty traffic bearing.

Plastic Filter Fabric: Plastic Filter Fabric shall be the non-woven type and shall comply with sections 514 and 985 of the latest edition "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein.

Concrete: Concrete shall comply with Section 345 of the latest edition "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein. Minimum compressive strength at 28 days shall be 4,000 psi.

9.2 DETENTION AREAS AND GRASSED SWALES:

Swales must be landscaped with seeding, sodding, or sprigging, which does not inhibit the infiltration rate of the soil. Engineer requires 48 hours notice prior to landscaping of infiltration areas to make appropriate inspections.

The system will require periodic maintenance for continued proper operation. This will include, as a minimum: A) removal of silt debris from surface infiltration areas and catch basins, and B) maintenance of vegetative cover in surface infiltration areas.

9.3 STORMWATER DRYWELLS:

Drywells shall be constructed to the dimensions as detailed in the plans. The washed granular material shall have of a void ratio of not less than 0.4 and the gradation shall conform to section 901 of the latest edition "Florida Department of Transportation Specifications for Road and Bridge Construction". The dry well shall be completely wrapped in woven (as opposed to spun) filter cloth with a minimum 2 feet of overlap at field joints. The dry well shall contain perforated pipes as detailed in the plans.

9.4 INSTALLATION:

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

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

When trench excavation depth exceeds five feet, the Contractor shall provide trench protection (shields, sloping, shoring, etc.) and shall comply with OSHA Standard 29 CFR, Section 1926.650 Subpart P.

In accordance with rules of the Florida Department of Environmental Protection (DEP), Chapter 62-25, the Engineer of record will be responsible for observation of construction of the Storm Sewer System. The Engineer shall be notified at commencement and completion of construction. To assure compliance with plans and specifications, said Engineer will report to DEP upon completion of construction before the system can be placed in service.

9.5 TESTS:

The Contractor shall coordinate all Tests and Inspections with the Utility Authority and the Engineer. All lines, fittings and manholes shall be clean and dry before the Inspector is summoned. Tests and subsequent corrections shall be at the expense of the Contractor.

Non-Perforated Storm Sewers: Leakage tests by exfiltration and/or infiltration will be made on all pipe as deemed by the Engineer. The Engineer shall have the option determining which test shall be employed. Generally, if the groundwater table is below the bottom of the pipe, an exfiltration test shall be used. Duration of test shall be not less than two (2) hours. Visible leaks encountered shall be corrected regardless of leakage test results. Leakage as measured by either the infiltration or exfiltration test shall not exceed 0.2 gallons per inch diameter per 100 feet of pipe per hour. When leakage exceeds the maximum amount specified, satisfactory correction shall be made and retesting accomplished.

Deflection testing shall be done on all flexible pipe at the direction of the Engineer. Testing shall be done using a mandrel having a diameter equal to 95 percent of the inside diameter of the pipe. When a deflection device is used in lieu of the mandrel, such device shall be approved by the Engineer prior to use. No pipe deflection shall exceed 5 percent.

9.6 EROSION PROTECTION:

New and existing drainage structures shall be protected from soil erosion sedimentation by placing baled hay around structures.

Staked baled hay and silt fence barriers shall be installed downhill from any earthwork activity, and in all areas subject to soil erosion, prior to start of construction.

Soil erosion sedimentation shall be controlled during all phases of construction.

ALL SOIL EROSION SEDIMENTATION SHALL BE RETAINED ON SITE.

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

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JAMIE STEWART EUBANKS LICENSE No 71438 STATE OF FLORIDA PROFESSIONAL ENGINEER

JAMIE S. EUBANKS, P.E.
FL. REGISTRATION NO. 71438

REV	DATE	DESCRIPTION	BY
...	...	...	...

CITY OF DESTIN

BEACH DRIVE CULVERT REPLACEMENT
DESTIN, FLORIDA

SPECIFICATIONS II
NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

JOB: 24-25
DATE: 5/14/2025
DESIGNED: JSE
DRAWN: MPF/JMF

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

DRAWING NUMBER
18 OF 18

SHEET NUMBER
C18

File: C:\Users\JMF\JER\24-25 COD Beach Drive Culvert Replacement - Documents\Drawings\24-25 Design.dwg - Last Saved: 5/14/2025 3:36 PM by JMF

THIS DRAWING IS THE PROPERTY OF JENKINS ENGINEERING, INC. AND IS NOT TO BE REPRODUCED WITHOUT EXPRESSED WRITTEN CONSENT

ITEM # 2025-1115

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: October 6, 2025
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

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

FROM: Michael Burgess, Public Works Director

DATE: 09/17/2025

SUBJECT: Milling/Resurfacing/Restriping of Selected Roadways - Batch 1, authorization to issue Purchase Orders

I. BACKGROUND: As part of the City's ongoing commitment to roadway maintenance, the Public Works Department has developed a Renewal/Replacement Schedule for the City of Destin. For FY 2026, multiple streets have been selected for milling, resurfacing, and re-striping. This request covers fourteen such streets.

The Public Works/Public Safety Committee reviewed the proposed list of resurfacing projects at their September 9th meeting and recommended approval. These projects will address surface cracking, rutting, and aging asphalt to maintain a safe and efficient transportation network. As these streets each have a "local" classification, they will have Stop Bars and crosswalks re-installed approximately two weeks after the new asphalt has been placed, allowing the asphalt time to cure.

II. DISCUSSION: H&T Contractors, LLC, under the City's continuing services contract, submitted itemized quotes for milling, resurfacing, and re-striping for the following streets (quotes and maps are attached):

- Norriego Rd: **Total $195,346.25**
- Magnolia Dr, Lagoon Dr, Choctaw Dr: **Total $327,633.75**
- Harbor Ln, Jupiter St, Mars St: **Total $554,659.75**
- Evergreen Dr, Evergreen Pl, Evergreen Cir, Primrose Ln, Primrose Pl, Primrose Cir, Oleander Ave: **Total $491,159**

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

II. Enhanced Quality of Life and Safety for Families
IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure

B. Effect on Budget (EOB):

Budget Impact

	301.5410.565000 RR-PublicWorks-CIP Project 100046
FY 26 Adopted Budget	$ 5,015,420
PY Encumbrances rolled forward	
Revised Budget	5,015,420
Previous Expenses/Encumbrances	-
Available Program Budget	5,015,420
This Agreement +(-)	(1,568,799)
FY 26 Remaining Program Budget	$ 3,446,621

C. Level of Service (LOS): The streets included in this package serve as collectors and neighborhood connectors with significant daily use. Timely resurfacing will:

- Restore smooth, safe travel lanes, reducing vehicle wear and improving ride quality.
- Enhance traffic safety with refreshed striping and markings for vehicles, cyclists, and pedestrians.
- Extend the useful life of the roadway infrastructure by another 15–20 years, minimizing future maintenance costs.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: Approving this item allows the City to advance a coordinated resurfacing program that addresses several of its most traveled and most deteriorated streets. These improvements will enhance public safety, extend pavement life, and maintain an acceptable level of service on City roads.

The Public Works/Public Safety Committee has reviewed and recommended approval, and staff supports moving forward with these Renewal/Replacement Projects (draft minutes attached).

NOTE: Gulf Shore Drive (Sandpiper Cove to End), Airport Rd (Curve to US98), and N Lakeside Dr/Misty Way could not be included in Batch 1 as we are awaiting quotes to replace the traffic control "loops" for the signalized intersections.

IV. RECOMMENDED MOTION: I move to authorize the City Manager to issue purchase

orders to H&T Contractors LLC fourteen streets identified.

Attachments:

1. Norriego Rd quote fy26
2. Norriego Road map
3. Magnolia Lagoon Choctaw quote fy26
4. Magnolia Lagoon Choctaw Drives map
5. Harbor Ln Jupiter Mars Planet quote fy26
6. Harbor Ln Jupiter Mars Planet map
7. Evergreen Primrose Oleander quote fy26
8. Evergreen Primrose Oleander map
9. 9-9-25 pwps draft minutes

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

CONTRACTOR: H&T Contractors, LLC. **Date:** 8/19/2025

Work Order Number: **Completion Date:**

Calendar Days:

Description of Work: Norriego Road

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse) w/Fiber	SY	$20.25	5995.00	$ 121,398.75
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine) w/Fiber	SY	$15.75	0.00	$ -
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine) w/Fiber	SY	$13.00	0.00	$ -
4	Milling of existing asphalt (average 1 in depth)	SY	$5.00	0.00	$ -
5	Milling of existing asphalt (average 2 in depth)	SY	$6.50	5995.00	$ 38,967.50
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$30.00	0.00	$ -
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$24.00	0.00	$ -
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$12.00	0.00	$ -
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	$10.00	0.00	$ -
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	$8.00	0.00	$ -
11	Prime Coat	SY	$4.00	0.00	$ -
12	Tack Coat	SY	$4.00	5995.00	$ 23,980.00
13	Asphalt Cut with Abrasive Blade	LF	$7.00	0.00	$ -
14	Concrete Cut with Abrasive Blade	LF	$7.00	0.00	$ -
15	Silt Fence	LF	$10.00	0.00	$ -
16	Straw Waddle	LF	$8.00	0.00	$ -
17	Manhole Adjustment	EACH	$1,000.00	1.00	$ 1,000.00
18	Valve Box Adjustment	EACH	$600.00	0.00	$ -
19	Removal of Concrete over 6 inches	SY	$15.00	0.00	$ -
20	Removal of Asphalt up to 4 inches thick	SY	$10.00	0.00	$ -
21	Removal of Asphalt over 4 inches	SY	$15.00	0.00	$ -
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	$40.00	0.00	$ -
23	Clear & Grub	SY	$2.50	0.00	$ -
24	Debris Hauling	CY	$25.00	0.00	$ -
25	Tree trimming	HR	$300.00	0.00	$ -
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	$500.00	0.00	$ -
27	Guardrail (FDOT Index 400)	LF	$450.00	0.00	$ -
28	Mobilization	LUMP	$4,000.00	1.00	$ 4,000.00
29	12" inch RCP provided, delivered, and installed	LF	$92.00	0.00	$ -
30	15" inch RCP provided, delivered, and installed	LF	$92.00	0.00	$ -
31	18" inch RCP provided, delivered, and installed	LF	$101.00	0.00	$ -
32	24" inch RCP provided, delivered, and installed	LF	$125.00	0.00	$ -
33	30" inch RCP provided, delivered, and installed	LF	$157.00	0.00	$ -
34	36" inch RCP provided, delivered, and installed	LF	$240.00	0.00	$ -
35	42" inch RCP provided, delivered, and installed	LF	$285.00	0.00	$ -
36	48" inch RCP provided, delivered, and installed	LF	$350.00	0.00	$ -

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

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	$45.00	0.00	$	-
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	$55.00	0.00	$	-
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	$65.00	0.00	$	-
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	$75.00	0.00	$	-
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	$120.00	0.00	$	-
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	$140.00	0.00	$	-
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	$160.00	0.00	$	-
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	$180.00	0.00	$	-
45	Concrete Headwall or Drainage Structure	CY	$900.00	0.00	$	-
46	Mitered end section – medium 12 inches to 15 inches	EACH	$2,000.00	0.00	$	-
47	Mitered end section – large 18 inches to 24 inches	EACH	$4,500.00	0.00	$	-
48	Concrete flume (4 in thick)	SY	$200.00	0.00	$	-
49	Inlet Apron (4 in thick)	SY	$120.00	0.00	$	-
50	Raise existing inlet (assume 3 in adjustment)	EACH	$3,000.00	0.00	$	-
51	Lower existing inlet (assume 3 in adjustment)	EACH	$2,500.00	0.00	$	-
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	$300.00	0.00	$	-
53	Excavation and Haul Off	CY	$25.00	0.00	$	-
54	Well Points	DAY	$4,500.00	0.00	$	-
55	Grout (joint)	EACH	$2,500.00	0.00	$	-
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	$20.00	0.00	$	-
57	Swale Installation (grading)	CY	$100.00	0.00	$	-
58	Concrete Collar (any size)	EACH	$3,000.00	0.00	$	-
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	$600.00	0.00	$	-
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	$700.00	0.00	$	-
61	6 inch Drain pipe	LF	$45.00	0.00	$	-
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	$5,000.00	0.00	$	-
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	$108.00	0.00	$	-
64	Concrete Sidewalk – 4 inches thick installed	SY	$72.00	0.00	$	-
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	$25.00	0.00	$	-
66	Concrete Type "D" Curb fiber reinforced	LF	$30.00	0.00	$	-
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	$35.00	0.00	$	-
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	$34.00	0.00	$	-
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	$30.00	0.00	$	-
70	ADA truncated dome mat installation	SF	$48.00	0.00	$	-
71	Traffic Control (MOT) cost	DAY	$2,000.00	3.00	$	6,000.00
72	Bermuda Sod installed	SY	$4.50	0.00	$	-
73	St Augustine Sod installed	SY	$5.75	0.00	$	-
74	Centipede Sod installed	SY	$13.50	0.00	$	-
75	Irrigation Repair	HR	$250.00	0.00	$	-
76	Type "C" inlet installed (depth 6-10 ft)	EACH	$5,500.00	0.00	$	-
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	$6,000.00	0.00	$	-
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	$500.00	0.00	$	-
79	Speed Hump Installation (2 Lanes)	EACH	$3,000.00	0.00	$	-
80	Speed Table Installation (2 Lanes)	EACH	$4,500.00	0.00	$	-
			Total		$	195,346.25

Additional Contract Items

Item No.	Description	Unit	Unit Price	Quantity	Extension
			Total		$ 195,346.25
	Contengent Items from Price Sheet	LS	**Total**		
			Grand Total		$ 195,346.25

CONTRACTOR REPRESENTITIVE: _____ DATE _____

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

Norriego Road
include flare at GSD
Norriego Rd
Norriego Rd
Norriego Rd
Durango Rd
Lagoon Dr
Osceola Dr
Choctaw Dr
Vera Cruz Dr
Vera Cruz Dr
Magnolia Dr
Gulf Shore Dr
Gulf Shore Dr
Gulf Shore Dr
Google Earth
N
1000 ft

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

CONTRACTOR: H&T Contractors, LLC. **Date:** 8/19/2025

Work Order Number: **Completion Date:**

Calendar Days:

Description of Work: Magnolia, Lagoon & Choctaw Drives

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse) w/Fiber	SY	$20.25	10245.00	$ 207,461.25
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine) w/Fiber	SY	$15.75	0.00	$ -
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine) w/Fiber	SY	$13.00	0.00	$ -
4	Milling of existing asphalt (average 1 in depth)	SY	$5.00	0.00	$ -
5	Milling of existing asphalt (average 2 in depth)	SY	$6.50	10245.00	$ 66,592.50
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$30.00	0.00	$ -
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$24.00	0.00	$ -
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$12.00	0.00	$ -
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	$10.00	0.00	$ -
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	$8.00	0.00	$ -
11	Prime Coat	SY	$4.00	0.00	$ -
12	Tack Coat	SY	$4.00	10245.00	$ 40,980.00
13	Asphalt Cut with Abrasive Blade	LF	$7.00	0.00	$ -
14	Concrete Cut with Abrasive Blade	LF	$7.00	0.00	$ -
15	Silt Fence	LF	$10.00	0.00	$ -
16	Straw Waddle	LF	$8.00	0.00	$ -
17	Manhole Adjustment	EACH	$1,000.00	0.00	$ -
18	Valve Box Adjustment	EACH	$600.00	1.00	$ 600.00
19	Removal of Concrete over 6 inches	SY	$15.00	0.00	$ -
20	Removal of Asphalt up to 4 inches thick	SY	$10.00	0.00	$ -
21	Removal of Asphalt over 4 inches	SY	$15.00	0.00	$ -
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	$40.00	0.00	$ -
23	Clear & Grub	SY	$2.50	0.00	$ -
24	Debris Hauling	CY	$25.00	0.00	$ -
25	Tree trimming	HR	$300.00	0.00	$ -
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	$500.00	0.00	$ -
27	Guardrail (FDOT Index 400)	LF	$450.00	0.00	$ -
28	Mobilization	LUMP	$4,000.00	1.00	$ 4,000.00
29	12" inch RCP provided, delivered, and installed	LF	$92.00	0.00	$ -
30	15" inch RCP provided, delivered, and installed	LF	$92.00	0.00	$ -
31	18" inch RCP provided, delivered, and installed	LF	$101.00	0.00	$ -
32	24" inch RCP provided, delivered, and installed	LF	$125.00	0.00	$ -
33	30" inch RCP provided, delivered, and installed	LF	$157.00	0.00	$ -
34	36" inch RCP provided, delivered, and installed	LF	$240.00	0.00	$ -
35	42" inch RCP provided, delivered, and installed	LF	$285.00	0.00	$ -
36	48" inch RCP provided, delivered, and installed	LF	$350.00	0.00	$ -

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

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	$45.00	0.00	$ -
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	$55.00	0.00	$ -
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	$65.00	0.00	$ -
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	$75.00	0.00	$ -
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	$120.00	0.00	$ -
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	$140.00	0.00	$ -
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	$160.00	0.00	$ -
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	$180.00	0.00	$ -
45	Concrete Headwall or Drainage Structure	CY	$900.00	0.00	$ -
46	Mitered end section – medium 12 inches to 15 inches	EACH	$2,000.00	0.00	$ -
47	Mitered end section – large 18 inches to 24 inches	EACH	$4,500.00	0.00	$ -
48	Concrete flume (4 in thick)	SY	$200.00	0.00	$ -
49	Inlet Apron (4 in thick)	SY	$120.00	0.00	$ -
50	Raise existing inlet (assume 3 in adjustment)	EACH	$3,000.00	0.00	$ -
51	Lower existing inlet (assume 3 in adjustment)	EACH	$2,500.00	0.00	$ -
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	$300.00	0.00	$ -
53	Excavation and Haul Off	CY	$25.00	0.00	$ -
54	Well Points	DAY	$4,500.00	0.00	$ -
55	Grout (joint)	EACH	$2,500.00	0.00	$ -
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	$20.00	0.00	$ -
57	Swale Installation (grading)	CY	$100.00	0.00	$ -
58	Concrete Collar (any size)	EACH	$3,000.00	0.00	$ -
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	$600.00	0.00	$ -
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	$700.00	0.00	$ -
61	6 inch Drain pipe	LF	$45.00	0.00	$ -
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	$5,000.00	0.00	$ -
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	$108.00	0.00	$ -
64	Concrete Sidewalk – 4 inches thick installed	SY	$72.00	0.00	$ -
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	$25.00	0.00	$ -
66	Concrete Type "D" Curb fiber reinforced	LF	$30.00	0.00	$ -
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	$35.00	0.00	$ -
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	$34.00	0.00	$ -
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	$30.00	0.00	$ -
70	ADA truncated dome mat installation	SF	$48.00	0.00	$ -
71	Traffic Control (MOT) cost	DAY	$2,000.00	4.00	$ 8,000.00
72	Bermuda Sod installed	SY	$4.50	0.00	$ -
73	St Augustine Sod installed	SY	$5.75	0.00	$ -
74	Centipede Sod installed	SY	$13.50	0.00	$ -
75	Irrigation Repair	HR	$250.00	0.00	$ -
76	Type "C" inlet installed (depth 6-10 ft)	EACH	$5,500.00	0.00	$ -
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	$6,000.00	0.00	$ -
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	$500.00	0.00	$ -
79	Speed Hump Installation (2 Lanes)	EACH	$3,000.00	0.00	$ -
80	Speed Table Installation (2 Lanes)	EACH	$4,500.00	0.00	$ -
			Total		$ 327,633.75

Additional Contract Items

Item No.	Description	Unit	Unit Price	Quantity	Extension
			Total		$ 327,633.75
	Contengent Items from Price Sheet	LS	**Total**		
			Grand Total		$ 327,633.75

CONTRACTOR REPRESENTITIVE: _____ DATE _____

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

Magnolia, Lagoon and Choctaw Drives

include all flares

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

CONTRACTOR: H&T Contractors, LLC. **Date:** 8/19/2025

Work Order Number: **Completion Date:**

Calendar Days:

Description of Work: Harbor Ln, Jupiter, Mars and Planet

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse) w/Fiber	SY	$20.25	16893.00	$ 342,083.25
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine) w/Fiber	SY	$15.75	0.00	$ -
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine) w/Fiber	SY	$13.00	0.00	$ -
4	Milling of existing asphalt (average 1 in depth)	SY	$5.00	0.00	$ -
5	Milling of existing asphalt (average 2 in depth)	SY	$6.50	16893.00	$ 109,804.50
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$30.00	0.00	$ -
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$24.00	0.00	$ -
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$12.00	0.00	$ -
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	$10.00	0.00	$ -
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	$8.00	0.00	$ -
11	Prime Coat	SY	$4.00	0.00	$ -
12	Tack Coat	SY	$4.00	16893.00	$ 67,572.00
13	Asphalt Cut with Abrasive Blade	LF	$7.00	0.00	$ -
14	Concrete Cut with Abrasive Blade	LF	$7.00	0.00	$ -
15	Silt Fence	LF	$10.00	0.00	$ -
16	Straw Waddle	LF	$8.00	0.00	$ -
17	Manhole Adjustment	EACH	$1,000.00	16.00	$ 16,000.00
18	Valve Box Adjustment	EACH	$600.00	2.00	$ 1,200.00
19	Removal of Concrete over 6 inches	SY	$15.00	0.00	$ -
20	Removal of Asphalt up to 4 inches thick	SY	$10.00	0.00	$ -
21	Removal of Asphalt over 4 inches	SY	$15.00	0.00	$ -
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	$40.00	0.00	$ -
23	Clear & Grub	SY	$2.50	0.00	$ -
24	Debris Hauling	CY	$25.00	0.00	$ -
25	Tree trimming	HR	$300.00	0.00	$ -
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	$500.00	0.00	$ -
27	Guardrail (FDOT Index 400)	LF	$450.00	0.00	$ -
28	Mobilization	LUMP	$4,000.00	1.00	$ 4,000.00
29	12" inch RCP provided, delivered, and installed	LF	$92.00	0.00	$ -
30	15" inch RCP provided, delivered, and installed	LF	$92.00	0.00	$ -
31	18" inch RCP provided, delivered, and installed	LF	$101.00	0.00	$ -
32	24" inch RCP provided, delivered, and installed	LF	$125.00	0.00	$ -
33	30" inch RCP provided, delivered, and installed	LF	$157.00	0.00	$ -
34	36" inch RCP provided, delivered, and installed	LF	$240.00	0.00	$ -
35	42" inch RCP provided, delivered, and installed	LF	$285.00	0.00	$ -
36	48" inch RCP provided, delivered, and installed	LF	$350.00	0.00	$ -

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

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	$45.00	0.00	$	-
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	$55.00	0.00	$	-
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	$65.00	0.00	$	-
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	$75.00	0.00	$	-
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	$120.00	0.00	$	-
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	$140.00	0.00	$	-
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	$160.00	0.00	$	-
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	$180.00	0.00	$	-
45	Concrete Headwall or Drainage Structure	CY	$900.00	0.00	$	-
46	Mitered end section – medium 12 inches to 15 inches	EACH	$2,000.00	0.00	$	-
47	Mitered end section – large 18 inches to 24 inches	EACH	$4,500.00	0.00	$	-
48	Concrete flume (4 in thick)	SY	$200.00	0.00	$	-
49	Inlet Apron (4 in thick)	SY	$120.00	0.00	$	-
50	Raise existing inlet (assume 3 in adjustment)	EACH	$3,000.00	0.00	$	-
51	Lower existing inlet (assume 3 in adjustment)	EACH	$2,500.00	0.00	$	-
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	$300.00	0.00	$	-
53	Excavation and Haul Off	CY	$25.00	0.00	$	-
54	Well Points	DAY	$4,500.00	0.00	$	-
55	Grout (joint)	EACH	$2,500.00	0.00	$	-
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	$20.00	0.00	$	-
57	Swale Installation (grading)	CY	$100.00	0.00	$	-
58	Concrete Collar (any size)	EACH	$3,000.00	0.00	$	-
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	$600.00	0.00	$	-
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	$700.00	0.00	$	-
61	6 inch Drain pipe	LF	$45.00	0.00	$	-
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	$5,000.00	0.00	$	-
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	$108.00	0.00	$	-
64	Concrete Sidewalk – 4 inches thick installed	SY	$72.00	0.00	$	-
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	$25.00	0.00	$	-
66	Concrete Type "D" Curb fiber reinforced	LF	$30.00	0.00	$	-
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	$35.00	0.00	$	-
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	$34.00	0.00	$	-
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	$30.00	0.00	$	-
70	ADA truncated dome mat installation	SF	$48.00	0.00	$	-
71	Traffic Control (MOT) cost	DAY	$2,000.00	7.00	$	14,000.00
72	Bermuda Sod installed	SY	$4.50	0.00	$	-
73	St Augustine Sod installed	SY	$5.75	0.00	$	-
74	Centipede Sod installed	SY	$13.50	0.00	$	-
75	Irrigation Repair	HR	$250.00	0.00	$	-
76	Type "C" inlet installed (depth 6-10 ft)	EACH	$5,500.00	0.00	$	-
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	$6,000.00	0.00	$	-
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	$500.00	0.00	$	-
79	Speed Hump Installation (2 Lanes)	EACH	$3,000.00	0.00	$	-
80	Speed Table Installation (2 Lanes)	EACH	$4,500.00	0.00	$	-
			Total		$	554,659.75

Additional Contract Items

Item No.	Description	Unit	Unit Price	Quantity	Extension
			Total		$ 554,659.75
	Contengent Items from Price Sheet	LS	**Total**		
			Grand Total		$ 554,659.75

CONTRACTOR REPRESENTITIVE: _____ DATE _____

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

Harbor Ln, Jupiter, Mars and Planet

include all flares

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

CONTRACTOR: H&T Contractors, LLC. **Date:** 8/19/2025

Work Order Number: **Completion Date:**

Calendar Days:

Description of Work: Evergreen Dr & Pl, Primrose Cr, Ln & Pl, Oleander Ave

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse) w/Fiber	SY	$20.25	14932.00	$ 302,373.00
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine) w/Fiber	SY	$15.75	0.00	$ -
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine) w/Fiber	SY	$13.00	0.00	$ -
4	Milling of existing asphalt (average 1 in depth)	SY	$5.00	0.00	$ -
5	Milling of existing asphalt (average 2 in depth)	SY	$6.50	14932.00	$ 97,058.00
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$30.00	0.00	$ -
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$24.00	0.00	$ -
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$12.00	0.00	$ -
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	$10.00	0.00	$ -
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	$8.00	0.00	$ -
11	Prime Coat	SY	$4.00	0.00	$ -
12	Tack Coat	SY	$4.00	14932.00	$ 59,728.00
13	Asphalt Cut with Abrasive Blade	LF	$7.00	0.00	$ -
14	Concrete Cut with Abrasive Blade	LF	$7.00	0.00	$ -
15	Silt Fence	LF	$10.00	0.00	$ -
16	Straw Waddle	LF	$8.00	0.00	$ -
17	Manhole Adjustment	EACH	$1,000.00	16.00	$ 16,000.00
18	Valve Box Adjustment	EACH	$600.00	0.00	$ -
19	Removal of Concrete over 6 inches	SY	$15.00	0.00	$ -
20	Removal of Asphalt up to 4 inches thick	SY	$10.00	0.00	$ -
21	Removal of Asphalt over 4 inches	SY	$15.00	0.00	$ -
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	$40.00	0.00	$ -
23	Clear & Grub	SY	$2.50	0.00	$ -
24	Debris Hauling	CY	$25.00	0.00	$ -
25	Tree trimming	HR	$300.00	0.00	$ -
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	$500.00	0.00	$ -
27	Guardrail (FDOT Index 400)	LF	$450.00	0.00	$ -
28	Mobilization	LUMP	$4,000.00	1.00	$ 4,000.00
29	12" inch RCP provided, delivered, and installed	LF	$92.00	0.00	$ -
30	15" inch RCP provided, delivered, and installed	LF	$92.00	0.00	$ -
31	18" inch RCP provided, delivered, and installed	LF	$101.00	0.00	$ -
32	24" inch RCP provided, delivered, and installed	LF	$125.00	0.00	$ -
33	30" inch RCP provided, delivered, and installed	LF	$157.00	0.00	$ -
34	36" inch RCP provided, delivered, and installed	LF	$240.00	0.00	$ -
35	42" inch RCP provided, delivered, and installed	LF	$285.00	0.00	$ -
36	48" inch RCP provided, delivered, and installed	LF	$350.00	0.00	$ -

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

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	$45.00	0.00	$	-
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	$55.00	0.00	$	-
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	$65.00	0.00	$	-
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	$75.00	0.00	$	-
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	$120.00	0.00	$	-
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	$140.00	0.00	$	-
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	$160.00	0.00	$	-
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	$180.00	0.00	$	-
45	Concrete Headwall or Drainage Structure	CY	$900.00	0.00	$	-
46	Mitered end section – medium 12 inches to 15 inches	EACH	$2,000.00	0.00	$	-
47	Mitered end section – large 18 inches to 24 inches	EACH	$4,500.00	0.00	$	-
48	Concrete flume (4 in thick)	SY	$200.00	0.00	$	-
49	Inlet Apron (4 in thick)	SY	$120.00	0.00	$	-
50	Raise existing inlet (assume 3 in adjustment)	EACH	$3,000.00	0.00	$	-
51	Lower existing inlet (assume 3 in adjustment)	EACH	$2,500.00	0.00	$	-
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	$300.00	0.00	$	-
53	Excavation and Haul Off	CY	$25.00	0.00	$	-
54	Well Points	DAY	$4,500.00	0.00	$	-
55	Grout (joint)	EACH	$2,500.00	0.00	$	-
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	$20.00	0.00	$	-
57	Swale Installation (grading)	CY	$100.00	0.00	$	-
58	Concrete Collar (any size)	EACH	$3,000.00	0.00	$	-
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	$600.00	0.00	$	-
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	$700.00	0.00	$	-
61	6 inch Drain pipe	LF	$45.00	0.00	$	-
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	$5,000.00	0.00	$	-
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	$108.00	0.00	$	-
64	Concrete Sidewalk – 4 inches thick installed	SY	$72.00	0.00	$	-
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	$25.00	0.00	$	-
66	Concrete Type "D" Curb fiber reinforced	LF	$30.00	0.00	$	-
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	$35.00	0.00	$	-
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	$34.00	0.00	$	-
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	$30.00	0.00	$	-
70	ADA truncated dome mat installation	SF	$48.00	0.00	$	-
71	Traffic Control (MOT) cost	DAY	$2,000.00	6.00	$	12,000.00
72	Bermuda Sod installed	SY	$4.50	0.00	$	-
73	St Augustine Sod installed	SY	$5.75	0.00	$	-
74	Centipede Sod installed	SY	$13.50	0.00	$	-
75	Irrigation Repair	HR	$250.00	0.00	$	-
76	Type "C" inlet installed (depth 6-10 ft)	EACH	$5,500.00	0.00	$	-
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	$6,000.00	0.00	$	-
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	$500.00	0.00	$	-
79	Speed Hump Installation (2 Lanes)	EACH	$3,000.00	0.00	$	-
80	Speed Table Installation (2 Lanes)	EACH	$4,500.00	0.00	$	-
			Total		$	491,159.00

Additional Contract Items

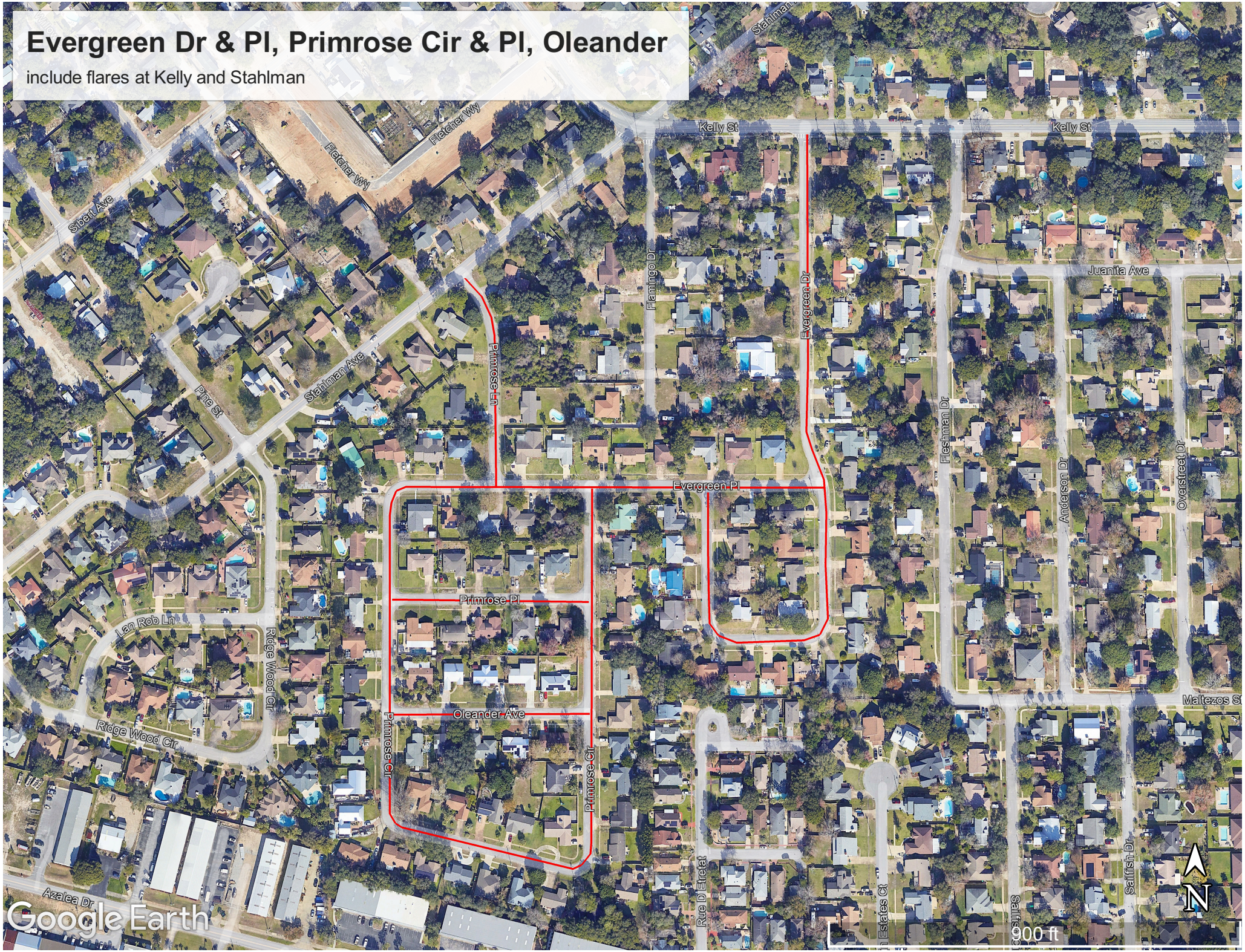
Item No.	Description	Unit	Unit Price	Quantity	Extension
			Total		$ 491,159.00
	Contengent Items from Price Sheet	LS	**Total**		
			Grand Total		$ 491,159.00

CONTRACTOR REPRESENTITIVE: _____ DATE _____

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

Evergreen Dr & Pl, Primrose Cir & Pl, Oleander

include flares at Kelly and Stahlman



PUBLIC WORKS/PUBLIC SAFETY
COMMITTEE MEETING MINUTES
DESTIN CITY HALL ANNEX CHAMBERS
TUESDAY, SEPTEMBER 9, 2025 - 5:30 PM

1. CALL TO ORDER & PLEDGE OF ALLEGANCE:

Chairman Wood called the Public Works/Public Safety Committee to order on Tuesday, September 9, 2025, at 5:30 p.m. at the City Hall Annex Chambers, with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present	Members Absent	Staff
James T. Wood, Jr.		Kim Montgomery, Deputy City Clerk
John Green		Joe Bodi, Deputy Public Works Dir
Tom Weidenhamer		
Marcie Bell		
Andrea Ansley		
Tammy Weidenhamer		
Curtis Smith		

3. APPROVAL OF AGENDA:

Motion by Committee member Ansley, seconded by Committee member Tammy Weidenhamer to approve the agenda as presented, the motion passed 7-0.

4. MINUTES: August 12, 2025

Motion by Committee member Bell to approve the August 12, 2025 minutes as written, with committee member Tom Weidenhamer providing the second. The motion passed 7-0.

5. NEW BUSINESS:

- **Vision Triangle at 662 Harbor Boulevard (Grand Harbor Entrance)**
  - Staff reported receiving a letter from the Grand Harbor HOA requesting the relocation of a traffic signal control box at the intersection of Beach Drive and Highway 98. The HOA indicated that the box obstructs visibility when exiting Grand Harbor and creates a potential traffic hazard.
    - **Mr. Bodi explained the following:**
      - The intersection is signalized, and the control box that operates the signal operation is located in a very limited space of the right-of-way.
      - Relocation would likely require acquisition of an easement and coordination with FDOT.
    - **Mr. Billy Mayfield**, **Grand Harbor HOA President**, explained the HOA values the traffic light but is requesting the consideration of moving the box to

improve safety of their ingress and egress to the property.

- He noted some tree trimming had already occurred, but more could be done, and the HOA would likely approve an easement if relocation required use of their property.
- Acknowledged that FDOT would make the final decision.
  - Committee member Smith observed that trimming overhanging limbs and vegetation near and south of the box could significantly improve the line of sight, without relocation of the box.
- Concern expressed about visibility for bicyclists in the adjacent bike lane.
- Staff explained FDOT's land acquisition process is rigorous and time-consuming; relocation would be expensive due to fiber optic replacement.
- Discussion included whether HOA would be willing to contribute financially if relocation were approved.
- Property right-of-way lines were reviewed; box placement appears to predate Grand Harbor development.
  - Committee member Green stated that he would be willing to assist them with measuring the angles.

Motion by Committee member Bell, seconded by Committee member Ansley to recommend City Council direct staff to contact FDOT to find out whether the relocation of the signal box is feasible, while simultaneously encouraging the HOA to trim vegetation to improve the visibility. The motion passed unanimously.

❖ **FY26 Road Resurfacing Projects**

- **Staff Report: Joe Bodi Deputy Public Works Director**
  - Presented maps and cost estimates for all paving projects totaling ~$4.2M.
  - Budget available is $3.3M.
  - Milling costs represent roughly one-third of project costs; some roads may not require milling, which will create savings to offset shortfall.
- **Committee Discussion:**
  - Priority given to projects deferred previously, including Misty Way/Wild Oak and Gulf Shore Drive.
  - Discussed timing and traffic impacts.
  - Confirmed that existing speed humps will be replaced on Misty Way (four total).
  - Questions raised about whether new speed humps could be added to Gulf Shore Drive; staff will review council minutes to confirm prior council direction.
  - Confirmed City Engineer (Robert Tomasek, former traffic engineer for Shreveport and TXDOT) will determine milling needs on a case-by-case.

Motion by Committee member Bell, seconded by Committee member Tammy Weidenhamer to recommend approval of repaving project list, subject to budget adjustments and case-by-case milling decisions. Second provided.

6. **MEMBER COMMENTS:**

- **Committee member Smith –** Spoke of the 4-Prong Lake project has obtained a $1M grant, however, they are still short about $5M.
- **Committee member Bell –** Inquired why the bus stops were being removed on Gulf Shore Drive.
  - Mr. Bodi informed the members those are being removed since Easy Rider will no longer be servicing Holiday Isle.
- **Committee member Tammy Weidenhamer –** Questioned how the city gets reimbursed when staff has to go and clean up certain areas in the city.
  - According to Mr. Bodi, with the new property maintenance code in place, staff now can bill the property owner.
- **Chairman Wood –** Reminded everyone of the Okaloosa County Health in Partnerships (OCHIP) meeting is on October 2, 2025, in the Board Chamber of the Okaloosa County Administration Building, located at 1250 N. Eglin Parkway, Shalimar, FL. 32548 and he would be addressing the eBikes once again after that meeting. He also reminded the members of their deadline to get information to staff in order to publish the agenda in a timely fashion.

7. **STORMWATER/FLOODPLAIN PUBLIC COMMENTS:**

Chairman Wood opened the floor for public comments on this item. With no one coming forward, he closed the public discussion on the topic.

8. **PUBLIC COMMENTS:**

Mr. John Stephens Chairman for the Harbor CRA and Vice Chairman for the Harbor & Waterways Board requested to have his Mooring Ball Work Plan item added to their next meeting agenda for discussion.

9. **ADJOURNMENT:**

Having no further business at this time, the meeting adjourned at 6:20 p.m.

Adopted and approved this _____ day of _____ 2025.

_____ _____

James T. Wood, Jr., Chairman Kim Montgomery, Deputy City Clerk

ITEM # 2025-1117

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: October 6, 2025
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

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

FROM: Jamie Dittmer, Human Resources Manager
Rey Bailey, City Clerk

DATE: October 1, 2025

SUBJECT: FRS Questionnaire Results

I. BACKGROUND: 5/5/2025 Councilmember Bagby moved to direct staff to develop and present an option for transitioning City employees to Social Security and the Florida Retirement System, to be considered as part of the 2026 budget planning process. Motion was seconded by Councilmember Trammell and passed 6-0.

6/9/2025: Staff presented a proposed budget at Budget hearing #1 to include a transition to FRS and Social Security.

7/14/2026: Staff presented a proposed budget at Budget workshop #2 to include a transition to FRS and Social Security.

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 (FRS) beginning FY26, starting October 1, 2025; seconded by Councilmember Trammell. Motion passed 6-0.

8/18/2025 — In order to proceed with allowing City Employees the option to join Social Security and FRS, staff initiated the FRS join process which requires implementation via ordinance.

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.

Motion to approve Ordinance 25 - 19 -CC -on first reading failed 2-3 (Council members Bagby and Trammell voted " yes"; Council members Schmidt, Hebert, and Geile voted "

no";Councilmember Braden had departed the meeting, and Councilmember Destin was absent.

9/4/2025: Councilmember Destin made a motion that employees be given authority to vote on whether they would like the Florida Retirement System (FRS) to be offered as an option for their retirement, thus allowing staff to make an informed choice rather than speculating about their preferences. Motion was seconded by Councilmember Trammell and passed 4-3 (Destin / Bagby / Braden / Trammell – "yes"; Geile / Hebert / Schmidt – "no").

II. DISCUSSION: On 9/4/2025 Councilmember Destin made a motion that employees be given authority to vote on whether they would like the Florida Retirement System (FRS) to be offered as an option for their retirement, thus allowing staff to make an informed choice rather than speculating about their preferences. Motion was seconded by Councilmember Trammell and passed 4-3 (Destin / Bagby / Braden / Trammell – "yes"; Geile / Hebert / Schmidt – "no")

On 9/24/2025, staff sent a survey to all employees. The survey contained two questions:

1) If the City of Destin were to offer participation in FRS and Social Security, would you choose to enroll?

67 employees stated they would enroll if given the option

16 employees stated they would not enroll

2) Even if you were to choose to stay in the Thrift Plan, do you believe that the City of Destin should have participation in the Florida Retirement System (FRS) and Social Security as an offering to its employees.

81 employees stated they do believe Social Security and FRS should be an option that's offered to City of Destin employees

2 employees stated they do not believe Social Security and FRS should be an option that's offered to City of Destin employees

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	% 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%

C. Level of Service (LOS):

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: 80.72% of employees who participated in the survey would enroll in Social Security and FRS if given the option. 19.28% of employees who participated in the survey would not enroll if given the option.

97.59% of employees who participated in the surveybelieve FRS and Social Security should be offered as an option to employees. 2.41% of employees who participated in the survey do not believe FRS and Social Security should be offered as an option to employees.

If the council chooses to move forward with joining the Florida Retirement System, it will first need to rescind its previous action regarding Ordinance 25-19-CC. That ordinance, which proposed amending Chapter 2 of the City Code to allow City of Destin employees to participate in FRS, failed on first reading by a 2–3 vote. Council members Bagby and Trammell voted **yes**, while Council members Schmidt, Hebert, and Geile voted **no**. Council members Braden and Destin were absent for the vote.

Council Resolution 22-08 (attached) states that:

A council member who voted with the prevailing side of a previous action may request rescission by placing a "Motion to Consider Rescission" on the agenda of a regular council meeting. If a majority of the full council approves the "Motion to Consider Rescission, then a formal "Motion to Rescind" will be added to the agenda of the next regular council meeting. If the "Motion to Rescind" is approved at that meeting, the council must, during the same meeting, either reconsider the original action or set a specific future date for its reconsideration.

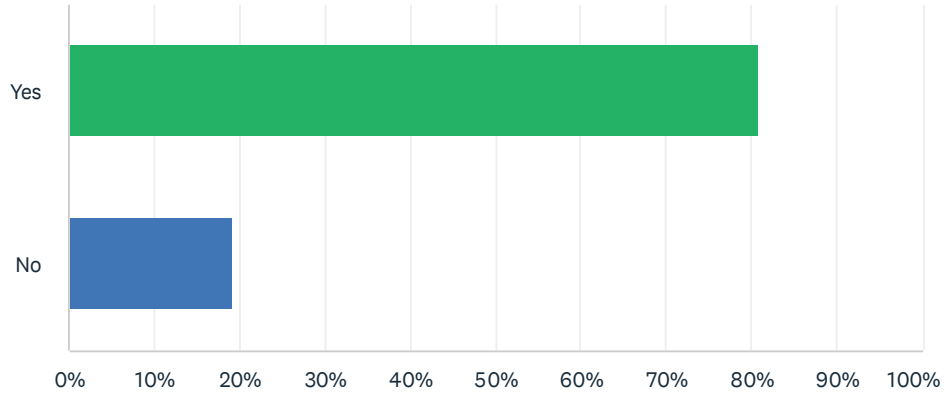
IV. RECOMMENDED MOTION: Council's discretion

Attachments:

1. City of Destin FRS Inquiry Results
2. Resolution 22-08 - Rules of Procedure for Council Meeting

Q1 If the City of Destin were to offer participation in FRS and Social Security, would you choose to enroll?

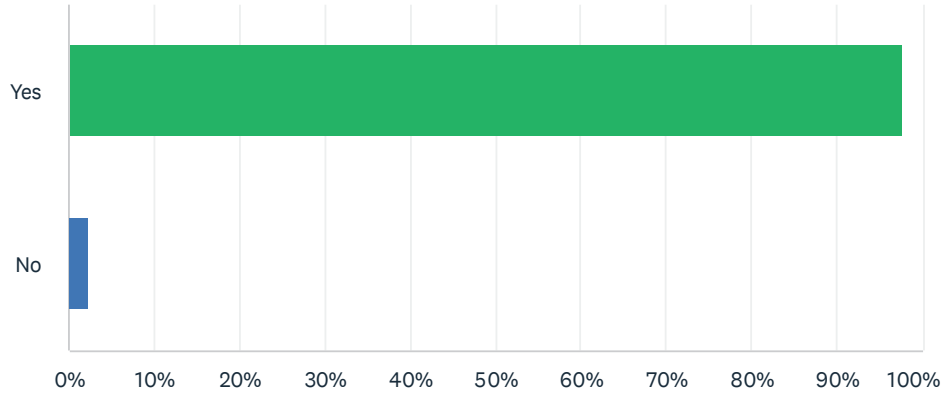
Answered: 83 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	80.72%	67
No	19.28%	16
TOTAL		83

Q2 Even if you were to choose to stay in the Thrift Plan, do you believe that the City of Destin should have participation in the Florida Retirement System (FRS) and Social Security as an offering to its employees?

Answered: 83 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	97.59%	81
No	2.41%	2
TOTAL		83

RESOLUTION 22-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN ADOPTING RULES OF PROCEDURE FOR COUNCIL MEETINGS; PROVIDING FOR AUTHORITY; GENERAL RULES; TYPES OF MEETINGS; PRESIDING OFFICER AND DUTIES; ORDER OF BUSINESS; ORDINANCES, RESOLUTIONS, AND OPINIONS; CITIZEN PRESENTATIONS; SUSPENSION AND AMENDMENT OF RULES; AND AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes the need to amend and adopt rules of procedure for Council Meetings; and

WHEREAS, it is recognized that rules of procedure will establish consistent agendas and orderly meetings; and

WHEREAS, the Council last amended its rules of procedure through Resolution 21-17; and

WHEREAS, the City Council recognizes that the budget season and holiday season may impact the Council's ability to meet each calendar year; and

WHEREAS, to minimize disruptions to the regularly scheduled meetings and provide ample notice to the public of regularly scheduled meetings, the City Council desires to amend its Rules of Procedure to establish a regular meeting agenda schedule established in December of each calendar year; and

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Destin does hereby adopt the following as Rules of Procedure for the City of Destin Council meetings:

(NOTE: Language in this resolution that is ~~struck through~~ is language proposed to be deleted, underlined language is language proposed to be added)

1. AUTHORITY:

1.1 Authority: The authority for this resolution is the City Charter and Sec. 286.0114, Florida Statutes.

1.2 Rule Power: The Charter of the City of Destin provides that the Council may determine its own rules of procedure for meetings. Limiting mandates are provided by general law.

2. RULES ESTABLISHED:

2.1 **Rules Established:** The following set of rules shall be in effect upon their adoption by the Council and until such time as they are amended, or new rules adopted in the manner provided by these rules.

3. GENERAL RULES:

3.1 **Meetings to be Public:** All meetings of the Council shall be open to the public, except for such meetings as are exempt by general law.

3.2 **Quorum:** A majority of the members of the Council, free of voting conflict, shall constitute a quorum and be necessary for the transaction of business. If a quorum is not present, those in attendance will be named and they shall adjourn to a later time.

3.3 **Compelling Attendance:** The Council may adjourn from time to time to compel the attendance of absent members.

3.4 **Minutes of Proceedings:** Minutes of the meetings of the Council shall be kept by the City Clerk, except for such meetings as are exempt by general law.

3.5 **Right of Floor:** Any Council member desiring to speak shall first be recognized by the Presiding Officer and shall confine his or her remarks to the one subject under consideration or to be considered.

3.6 **City Manager:** The City Manager or his or her designee is expected to attend all meetings of the Council and shall have the right to take part in all discussions of the Council.

3.7 **City Attorney:** The City Attorney or his or her designee is expected to attend all meetings of the Council and provide guidance and opinions, on questions of law and shall act as the Council's parliamentarian by advising the Presiding Officer regarding matters of procedure.

3.8 **City Clerk**: The City Clerk or his or her designee shall attend all meetings of the Council and shall keep the official minutes of proceedings and perform such other duties as may be requested by the City Manager or Council.

3.9 **Rules of Order:** *Roberts Rules of Order Revised* shall serve as a guide to the proceedings of the Council to the extent they are not in conflict with these rules.

3.10 **Motion to Reconsider:** An action of the council may be reconsidered only at the same meeting at which the action was taken. A motion to reconsider may be made only by a council member who voted on the prevailing side of the question and must be concurred in by a majority of those present at the

meeting. Adoption of a motion to reconsider shall rescind the action reconsidered.

3.11 Motion to Rescind: An action of the council taken at a previous meeting (the "previous action") may generally be rescinded at a subsequent meeting. Motions to Rescind shall be governed by the following process:

1. A Councilmember seeking rescission of a previous action shall place a Motion to Consider Rescission on the agenda of a regular Council meeting. If a majority of the full membership of the Council approves the Motion to Consider Rescission, the Motion to Rescind shall be placed on the agenda of the next regular Council meeting. If less than a majority of the full membership vote in favor of the Motion to Consider Rescission, no Motion to Rescind, the previous action shall be considered by the Council.

2. Approval of a Motion to Rescind requires the affirmative vote of a majority of the full membership of the Council.

3. If a Motion to Rescind is approved, the Council shall, at the same meeting, either consider the previous action or set a date certain for its consideration.

4. Notwithstanding anything stated above, a Motion to Rescind initiated by a Councilmember who voted on the losing side in connection with the previous action shall not be in order unless the Council determines:
   a. Subsequent information has become known that (i) would have been material to the Council's decision on the previous action and
   (ii) would have militated for a different result; or
   b. A rescission of the previous action is imperative to avoid a material cost, risk, harm, or other jeopardy to the city or its citizens, and the material cost, risk, harm, or other jeopardy could not have been known at the time of the Council's previous action.

5. For purposes of the Motion to Rescind, a Councilmember who was absent for a vote on the motion in connection with the previous action is deemed to have been on the prevailing side of the vote.

6. There may be actions of Council taken regarding which the Council is estopped from rescinding.

3.12 Action Savings: No action taken by the Council shall be deemed void or invalid because of the failure to adhere to Robert's Rules of Order or the

provisions of these rules of order and procedure, except as may otherwise be provided by general law.

4. TYPES OF MEETINGS:

4.1 Regular Meeting: The Council shall meet in the Council Chambers or another designated place within the City boundaries, for meetings. Regular Council Meetings are to commence at 6:00 p.m. unless otherwise specified. At a regularly scheduled meeting in December of each year, the City Council shall adopt a Resolution publishing the dates of its regular meetings for the next twelve months. This Resolution adopting the meeting schedule may be amended from time to time in the Council's discretion so long as it complies with the City's Charter and Florida law. Generally, regular meetings shall be held on the first and third Monday of each month except for National Holidays which fall on a Monday when the regular meetings shall be on the next Tuesday. However, the Council may adopt any regular meeting schedule for the next twelve months as it sees fit so long as it schedules at least one regular meeting each month in accordance with the City Charter. The Council shall specifically consider its meeting schedule in the months of July due to the intensive budget season, and the months of November, December, and January due to the numerous holidays which may interfere with Councilmembers' and the public's ability to attend meetings.

4.2 Special Meetings: Special Meetings may be held on the call of the mayor or any three (3) Councilmembers. The call for a Special meeting shall be filed with the City Clerk, except that an announcement of a special meeting during any regular meeting shall be sufficient for such special meeting unless otherwise provided by general law. When practical there shall be a twelve-hour notice to each Councilmember and local news media.

4.3 Adjourned Meetings: Any meeting of the Council may be adjourned to a later date and time.

4.4 Workshop Meetings: The Council may meet informally in workshop meetings (open to the public), at the call of the mayor or of any three (3) members of the Council. No ordinances, resolutions or other actions may be adopted at such meeting provided that the Council may direct staff to take actions that do not entail the expenditure of City funds.

4.5 Emergency Meetings: Emergency meetings may be held on the call of the mayor or a majority of the Councilmembers whenever there is a public emergency affecting life, health, property or the public peace, and whenever practicable, upon no less than one (1) hours' notice to each Councilmember and local news media.

4.6 Telephonic Participation: If a quorum of the City Council is physically present, other members of the City Council may participate, but not vote, by phone provided they can be heard on the record and they can hear the other members of the City Council and the participating public.

5. **PRESIDING OFFICER AND DUTIES:**

5.1 **Presiding Officer:** The Mayor, if present, shall preside at all meetings of the Council. In the absence of the Mayor, the Mayor Pro Tem shall preside. In the absence of both the Mayor and the Mayor Pro Tem, the meeting shall be called to order by the City Clerk for the purpose of electing a temporary presiding officer.

5.2 **Call to Order:** The meetings of the Council shall be called to order by the Presiding Officer.

5.3 **Preservation of Order:** The Presiding Officer shall preserve order and decorum; prevent attacks on personalities or the impugning of members' or motives, and confine members in debate to the question under discussion.

5.4 **Points of Order:** The Presiding Officer shall determine all points of order, subject to the right of any member to appeal to the Council. If any appeal is taken, the question shall be, "Shall the decision of the presiding officer be sustained?" A majority of the Council sitting and eligible to vote is required to reverse the ruling of the Presiding Officer.

5.5 **Voting:** Voting by registering votes on the electronic voting board meets the Charter requirement for roll call vote.

6. **ORDER OF BUSINESS:**

6.1 **Order of Business:** The general rule as to the order of business in regular meetings shall be as follows:

CALL TO ORDER
INVOCATION
PLEDGE OF ALLEGIANCE

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

1. **PROCLAMATIONS/RECOGNITIONS/SPECIAL PRESENTATIONS/ANNOUNCEMENTS** (*No public comments)*

(*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*).

2. **PUBLIC COMMENTS** (*Section 5 – Public Hearings have separate public comments time for these items)*

3. **CONSENT AGENDA**

4. **CITY MANAGER REPORTS**

5. **PUBLIC HEARINGS**

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

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

ADJOURNMENT

Agenda: The order of business at each regular meeting shall be as contained in the agenda. The agenda shall be a listing by topic of subjects to be considered by council. The agenda shall be published by 12:00 noon on Thursday, prior to the regular meeting.

6.2 Opening Invocations: United States Supreme Court and Eleventh Circuit have consistently upheld the practice of delivering religious invocations before deliberative public bodies occurring prior to policymaking. See *Town of Greece v. Galloway*, 134 S. Ct. 1811 (2014); *Marsh v. Chambers*, 463 U.S. 783 (1983); *Atheists of Florida, Inc. v. City of Lakeland*, 732 F.3d 577 (11th Cir. 2013); The City recognizes that our City and Nation is comprised of individuals with a diversity of viewpoints, including but not limited to, faiths, religions, beliefs, and non-beliefs. Accordingly, the City will make reasonable efforts to invite, locate, and welcome individuals with a diversity of viewpoints to offer the opening invocation for the benefit of the City Council and the City's policies shall not be intended, implemented, or construed in any manner to affiliate the City Council with or express any preference for or against any faith, non-faith, or religious denomination. In recognition of the diversity of faiths, ideas, viewpoints, and various beliefs as referenced herein, it shall be the policy of the City that sectarian prayer may be allowed that is solemn and respectful in tone that invites the City Council members to reflect upon shared ideals and common ends before embarking on the business of governing. However, invocation speakers are hereby requested to refrain from exploiting the invocation period with proselytizing or advancing any one belief, view, or religion; disparaging any other faith or belief; denigrating nonbelievers or religious minorities; threatening damnation; or preaching conversion; and

6.2.1. Intent. It shall be the policy of the City Council that the procedures stated in this rule concerning opening invocation shall govern all official meetings of the City Council and that the members of the City Council and City staff shall adhere to these rules. These policies and procedures are not intended, shall not be implemented, and shall not be construed in any way to affiliate the City Council or the City with, nor express a preference for or against any faith, belief, opinion, religion, or denomination. Rather, these policies and procedures are intended to acknowledge and express the City Council respect for the diversity of religious denominations and faiths represented and practiced among the citizens of the City.

6.2.2. Timing. After the Call to Order of all official meetings of the City Council an

Opening Invocation as described herein shall occur. The opening invocation will occur and be completed during the opening, ceremonial portion of the City Council meeting and shall in no event occur, or be construed to occur, during the policymaking or legislative portions of the City Council meeting.

6.2.3. Speaker Selection.The opening invocation will be performed by a local volunteer selected in accordance with these rules. The local volunteer selected for leading the opening invocation shall be selected from a wide pool of local clergy as specified below, and he/she shall in no event receive compensation from the City for his/her participation or services. To ensure that such person is selected from among a wide pool of local clergy, on a rotating basis, the invocation speaker shall be selected according to the following procedure:

1) The City Manager or his/her designee shall compile and maintain a database of the religious congregations with an established presence within the jurisdictional limits of the City of Destin and Okaloosa County.

2) The Congregation List shall be compiled by referencing the listings for "churches," "congregations," or other similar religious assemblies located within the jurisdictional limits of the City and Okaloosa County in the annual Yellow Pages telephone book(s) published for the City and Okaloosa County, research from the Internet, and consultation with local chambers of commerce. All religious congregations with an established presence within the jurisdictional limits of the City and Okaloosa County are eligible to be, and shall be, included in the Congregation List. Any such congregation, entity, organization, or individual within the jurisdictional limits of the City and Okaloosa County not otherwise identified for participating may request inclusion on the Congregation List by written communication directed to the City Manager that references the opening invocation. This policy is intended to be and shall be applied in a way that is all-inclusive of every diverse religious congregation within the jurisdictional limits of the City and Okaloosa County. The Congregation List is compiled and used for purposes of logistics, efficiency, and equal opportunity for all religious leaders within the jurisdictional limits of the City and Okaloosa County to choose whether to respond to the City Council's Invitation and participate. The City Manager or his/her designee may not inquire into the faith, denomination, or other religious belief of the congregation before adding it to the Congregation List.

3) The Congregations List may also include the name and contact information of any chaplain who serves the Destin Fire District or Okaloosa County Sheriff's Department.

4) The Congregations List shall be updated, by reasonable efforts of the City Manager or his/her designee, on or about the month of July of each calendar year.

5) Within thirty (30) days of the effective date of this policy, and on or about May 1 of each calendar year thereafter, the City Manager or his/her designee shall mail an invitation addressed to the religious leader, chaplain, minister, rabbi or similar, or other contact person of each congregation listed on the Congregations List. The invitation will comport with substantially the following form:

Dear Sir or Madam:

The Destin City Council makes it a policy to invite members of the clergy and other religious leaders having an established presence within the jurisdictional limits of the City of Destin and Okaloosa County to voluntarily offer an invocation before the beginning of its meetings for the benefit and blessing of the City Council. As the leader of one of the religious congregations with an established presence within the jurisdictional limits of the City and Okaloosa County, you are invited to offer this important service at an upcoming meeting of the City Council.

If you are willing to assist the City Council in this regard, please send a written reply at your earliest convenience to the City Manager at the address included on this letterhead. Invocation speakers are scheduled on a first-come, first-serve basis. The dates of the City Council's scheduled meetings for the upcoming year are enclosed. If you have a preference among the date, please state that request in your written reply.

This opportunity is voluntary, and you are free to offer the invocation according to the dictates of your own conscience. To maintain a spirit of respect and ecumenism, the City Council respectfully requests that the invocation opportunity not be exploited as an effort to convert others to the particular faith of the invocation speaker, nor to disparage any faith or belief different than that of the invocation speak or otherwise threaten damnation or denigrate nonbelievers. Statements reflecting ideals relating to peace and security for the nation; safety of our armed forces, police, firefighters and emergency service personnel; wisdom for the lawmakers; and justice for the people are encouraged.

On behalf of the City Council of the City of Destin, I thank you in advance for considering this invitation.

Regards,
City Manager or his/her designee

6) As the invitation letter shall state, the respondents to the invitation shall be scheduled on a first-come, first serve basis to deliver the invocation. All reasonable efforts shall be made to ensure that a variety of invocation speakers are scheduled for City Council meetings. Notwithstanding the preceding, no invocation speaker shall be scheduled to offer an invocation at consecutive meetings of the City Council, or at more than three (3) City Council meetings in any calendar year.

7) No member of the City Council, City employee or staff shall engage in any prior inquiry, review, or involvement in, the content of any invocation to be offered by an invocation speaker. However, consistent with U.S. Supreme Court precedent, invocation speakers are hereby advised that the invocation should not denigrate nonbelievers or religious minorities; threaten damnation; or preach conversion. Statements reflecting ideals relating to peace and security for the nation; safety of our armed forces, police, firefighters and emergency service personnel; wisdom for the lawmakers; and justice for the people are encouraged.

8) The City Manager may add the name and affiliated organization of the selected invocation speaker for a particular meeting to the City Council agenda next to the "Invocation" item.

9) In recognition of the transitional process relating to the policies set forth herein, including but not limited to the completion of the Congregation List and mailing of the invitations, the City Council may invite religious leaders, chaplains, ministers, rabbis or similar of congregations located within the jurisdictional limits of the City and Okaloosa County to conduct the opening invocation until such time as the Congregation List is compiled.

10) In the event a meeting of the City Council does not have a volunteer opening invocation speaker for that meeting, the City Council reserves the right to invite religious leaders, chaplains, ministers, rabbis or similar of congregations located within the jurisdictional limits of the city and Okaloosa County to conduct the opening invocation for that meeting.

6.2.4. Conduct of Opening Invocation. No member of the City Council, City employee or staff, or any other person in attendance at the meeting shall be required to participate in any opening invocation that is offered. An opportunity to exit the City Council Chambers and return upon completion of the opening invocation is afforded to those who do not wish to participate or witness the opening invocation. 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. Such invitation constitutes a general invitation that a person in attendance may stand if he/she wishes to do so for such observances.

6.2.5. Agenda Disclaimer. The following statement shall be placed at the bottom of City Council meeting agendas:

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

6.3. Presentation by Members of Council: The Agenda shall provide times when the Mayor, Councilmember, City Manager and City Attorney may bring before the Council any business that they feel should be deliberated upon by the Council. These matters need not be specifically listed on the Agenda but may be acted upon only upon an extraordinary vote of the Council members present and eligible to vote on the matter. Except in instances where extraordinary conditions are necessitated, the Mayor and Council shall notify the City Manager of forthcoming agenda topics in keeping with the above deadlines and strive to supply backup materials for timely distribution with the agenda packets.

6.4 Consent Agenda: The Consent Agenda may be used to handle routine matters on the agenda expeditiously. There is no separate discussion of these items unless a Councilmember or a member of the public requests an item be removed for consideration in its normal sequence on the Agenda. The approval of the Consent Agenda is usually handled in one motion from the Council table, "I move that the Consent Agenda, (item numbers may be included) be approved; or if items are to be removed, "for good cause" or "discussion", a typical motion might be, "I move that we approve the Consent Agenda items__through _____with the exception of item_____."

6.5. Requests for Ordinances, Resolutions or Opinions: Any Council member may request the City Manager or City Attorney to prepare or have prepared proposed ordinances or resolutions. Any Council member or the mayor may request a legal opinion of the City Attorney.

7. CITIZENS PRESENTATIONS:

7.1 Presentation by Public on Proposition before the Council: The agenda shall provide times when the public is given a reasonable opportunity to be heard on a proposition before the City Council. The opportunity to be heard may not occur at the same meeting in which the Council takes official action on the proposition, provided when the opportunity has been extended within sixty (60) days before the meeting at which the Council takes the official action. Public opportunity hereunder does not extend to:

(a) An official act that must be taken to deal with an emergency situation affecting the public health, welfare, or safety, if compliance with the requirements would cause an unreasonable delay in the ability of the board or Council to act.

(b) An official act involving no more than a ministerial act, including, but not limited to, approval of minutes and ceremonial proclamations.

(c) A meeting that is exempt from Sec. 286.011 Florida Statutes

(d) A meeting during which the board or Council is acting in a quasi-judicial capacity. This paragraph does not affect the right of a person to be heard as otherwise provided by law.

7.2 **Addressing the Council -- Scheduled Presentations:** Any person desiring to address the Council by oral communication on any subject not already on the Council meeting agenda shall first secure the permission of the Presiding Officer and will be recognized under "Scheduled Presentations from the Public." Only those persons who have completed a speaker's form and who have notified the City Clerk by 12:00 noon of the Wednesday immediately preceding the regular meeting will have their name placed on the agenda and be recognized under the heading "Scheduled Presentations from the Public."

7.3 **Addressing the Council -- Public Opportunity on Council Propositions:** Any person desiring to address the Council by oral communication shall secure the permission of the Presiding Officer and will be recognized under Public Comments and Public Hearing portions of the agenda.

7.4 **Addressing the Council – Public Opportunity on Public Hearings:** Any person desiring to address the Council regarding Public Hearings by oral communication shall secure the permission of the Presiding Officer and will be recognized under "Public Hearings" where that item occurs on the regularly scheduled Agenda.

7.5 **Manner of Addressing the Council -- Time Limit:** Each person addressing the Council shall approach the microphone, shall give his or her name and address and the organization or group they represent if any, in an audible tone of voice for the record and, unless further time is granted by the Council, shall limit their address to three minutes. All remarks shall pertain to City business and shall be addressed to the Council as a body, and not to any member thereof. No person, other than members of the Council or Mayor, and the persons having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Council. No questions shall be asked the Councilmembers or staff, except through the Presiding Officer.

7.6 Personal and Slanderous Remarks: Any person making personal, impertinent or slanderous remarks, or who shall become boisterous or use offensive language, while addressing the Council, may be requested to leave the meeting. No reference by name to any individual present or absent, including Councilmembers and staff, shall be used in a negative manner by any person addressing the Council. All participants and speakers shall refrain from belittling or insulting remarks or making personal attacks.

7.7 Reading of Protests: Interested persons, or their authorized representatives, may address the Council for the reading of protests, petitions, or communications relating to any matter over which the Council has control when the item is under consideration by the Council.

7.8 Referral of Citizens' Complaints: While in session, the Mayor or Councilmembers, individually, or the City Council collectively, through motion, may refer citizen's complaints to staff or an appropriate City Committee.

7.9 Written Communications: Interested parties, or their authorized representatives, may address the Council by written communication on any matter of business. However, in order to preserve the public record as well as comply with Florida's Public Records Law, an exact copy of said written communication must be provided to the City Clerk.

7.10 Presentations by Representatives of Groups or Factions: At meetings, in which four (4) or more individuals of a group or faction wish to be heard, a representative of a group or faction may address the Council rather than all members of the group or faction and in such instances shall limit their address to twenty (20) minutes.

7.11 Challenges to Staff and Advisory Body Recommendations: Anyone who is challenging a staff and advisory body recommendation must submit a request in writing to be placed on the agenda by 12:00 noon on the Wednesday before the upcoming regular meeting. The request must contain a written memorandum setting forth in detail the specific rulings or findings to which they object and stating any Florida Statutes, case law, or sections of the Land Development Code, Comprehensive Plan or ordinances of the City of Destin on which they are basing their objection. Council may not consider a challenge to administrative decisions requiring Board of Adjustment review or decisions of City Boards over which the Council lacks review jurisdiction.

8. SUSPENSION AND AMENDMENT OF THESE RULES:

8.1 Suspension of Rules: Any provision of these rules not governed by the City Charter or City Code may be temporarily suspended by a vote of a majority of all the Councilmembers.

8.2 Amendment of Rules: These rules may be amended, or new rules adopted, by a majority vote of all members of the Council, provided that

the proposed amendments or new rules shall have been introduced into the record at a prior Council meeting.

9. REPEAL OF CONFLICTING RESOLUTIONS:

9.1 Repeal of Conflicting Resolutions: Any resolution or policy in conflict with this Resolution shall be considered repealed to the extent of the conflict.

10. EFFECTIVE DATE: This resolution shall be effective upon its adoption by the City Council.

SO DONE THIS THE 6TH _ DAY OF JUNE 2022

By: _____
Gary Jarvis, Mayor

CITY OF WESTON SEAL Florida

ATTEST: _____
Rey Bailey, City Clerk

ITEM # 2025-1156

CITY OF DESTIN – COMMUNITY DEVELOPMENT

AGENDA ITEM

MEETING DATE: October 6, 2025
BOARD/COMMITTEE: City Council
TYPE OF AGENDA ITEM: City Manager Report
OUTLINE NUMBER: 4.E.

TO: City Council

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

FROM: David Prichard, Community Development Director
Daniel Butler, Principal Planner
Sherry Burney, Planner

DATE: 10/1/2025

SUBJECT: Business Tax Receipt - Fiscal Year 2026

I. BACKGROUND:

The City of Destin has successfully transitioned from the COMPASS system to the My Government Online (MGO) platform as part of a citywide system upgrade to improve business licensing and tax receipt operations. The MGO platform provides enhanced functionality, including streamlined application processing, improved record management, and increased online accessibility.

As part of this upgrade, all businesses were required to create a new MGO account and submit a new Business Tax Receipt (BTR) application, regardless of prior registration under the COMPASS system. The transition was well received, with positive feedback and strong cooperation from the business community, reflecting their continued partnership and support during the implementation.

II. DISCUSSION:

Following this successful transition, Staff has compiled the following data to reflect Fiscal Year 2026 BTR activity:

Total BTRs Currently Registered: 953*
Total Payments Received: $62,663.75
Number of BTR Renewal Notices Sent This Year: 2,725 (emailed)

*These figures represent the most recent reporting period (as of 10/1/2025)

If Staff were to mail postcards reminding citizens of renewal, it would be an estimated number of approximately 2,725 postcards. At 41 cents ($0.41) per mailing, this would come to a total of approximately $1,116.25 of additional cost.

To fully recover the total mailing cost of $1,116.25 incurred in FY 2025, staff estimates that revenue from approximately fifteen (15) additional BTR renewals (at an average payment of $74.67 each) would be required.

It is worth noting that Okaloosa County currently implements a QR Code onto their mailouts/invoices, which takes the customer to the applicable website to renew the BTR. While the City does not currently utilize a QR code of any kind for renewal, if the City decides to send out mailouts in the future, this could be a component of the mailout.

PUBLIC COMMENT:
Staff have received no comments from the public to date.

A. Link to Strategic Goals / Objectives:

I. Financially sound City providing service excellence.
III. Economic development and revitalization.

B. Effect on Budget (EOB): N/A

C. Level of Service (LOS): N/A

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION:
The City has fully transitioned to MGO for BTR issuance, and Staff has provided the amount of BTRs registered and payments received as of October 1, 2025. This demonstrates active participation and engagement within the business community under the new MGO platform.

IV. RECOMMENDED MOTION:
There is no recommended motion at this time.

Attachments:

None

ITEM # 2025-1149

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: October 6, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.F.

TO: City Council

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

FROM: Robert Tomasek, City Engineer

DATE: 09/30/2025

SUBJECT: 446 Calhoun Proposal/Parking at Threadgill

I. BACKGROUND: This agenda item contains a revised contract proposal for purchase of the subject property at a price at, or below, appraisal, with a thirty day closing and a provision that would allow the City to terminate the contract without penalty at any time for the entire thirty day period if the City determines in its sole discretion that use of the property for parking is not financially feasible. This agenda item also contains parking information obtained by the City Engineer, as further detailed below. A copy of parking options and the above-referenced revised contract are attached.

II. DISCUSSION: Council directed the City Manager to engage one of the city's continuing contract engineers to prepare a plan showing the maximum number of parking spaces that could be constructed on the 446 Calhoun property, as well as to evaluate additional parking opportunities along Hickory Street and Calhoun Avenue. Attached are a couple of options available that the contract engineer provided. These sketches are preliminary only. The consultant approximated 65 parking spaces in the lot at 446 Calhoun, approximated up to 30 spaces along the R.O.W. of Calhoun. The consultant agreed with the City Engineer that the approximate cost for developing the 65 plus or minus spaces will be between $500k & $600k for construction, bringing the total cost between $900k & $1.0 million, or approximately $13,850 to $15,385 per space. The contract engineer approximated placing 30 spaces along Calhoun and Hickory. However, due to existing site conditions, including wetlands and drainage, development costs would most likely be cost prohibitive.

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: Staff is seeking direction from the City Council as to any additional next steps.

IV. RECOMMENDED MOTION: Council may take no action, in its discretion. If Council desires to purchase the property, the recommended motion would be:

I move to enter into the contract, as presented to purchase 446 Calhoun. OR
I move to enter into a contract, with the following revisions, to purchase 446 Calhoun: (insert revisions).

Council may also make a motion with respect to the parking at this time, or request additional information to be provided related to parking options at the second meeting in October, which is within the proposed contractual due diligence period.

Attachments:

1. Threadgill parking-4
2. Threadgill parking-3
3. 446 Calhoun Proposal for 10.6.25 meeting

FOR PERMITTING ONLY - NOT FOR CONSTRUCTION

77 TOTAL SPACES

0 15' 30' 60' 90'

HORIZONTAL SCALE: 1" = 30'

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

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REV	DATE	DESCRIPTION	BY

CLIENT NAME

PROJECT NAME
XXXX COUNTY, FLORIDA

EXISTING CONDITIONS
NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

JOB: XX-XX
DATE: XX-XXXX
DESIGNED: XXX
DRAWN: XXX

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

DRAWING NUMBER
02 OF 12

SHEET NUMBER
C02

File: C:\Users\JAW\OneDrive - JEI\Documents\Destin parking-2.dwg - Last Saved: 9/24/2025 1:33 PM by JAW

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FOR PERMITTING ONLY - NOT FOR CONSTRUCTION

95 TOTAL SPACES

0 15' 30' 60' 90'

HORIZONTAL SCALE: 1" = 30'

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

CLIENT NAME

PROJECT NAME
XXXX COUNTY, FLORIDA

EXISTING CONDITIONS
NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

JOB: XX-XX
DATE: XX-XXXX
DESIGNED: XXX
DRAWN: XXX

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

DRAWING NUMBER
02 OF 12

SHEET NUMBER
C02

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Contract for Residential Sale and Purchase

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1. Sale and Purchase: Michael Eugene Berardi, Sr Living Trust **("Seller")** and City of Destin **("Buyer")** (the "parties") agree to sell and buy on the terms and conditions specified below the property described as:

Street Address: 446 CALHOUN AVE

City: Destin Zip Code: FL County: Okaloosa

Legal Description: CALHOUN S/D BEG E COR LOT 41 S ALONG S BOUNDRY OF

Tax ID No.: 00-2S-22-0310-000D-038C together with all existing improvements and attached items, including fixtures; built-in furnishings; major appliances including but not limited to range(s), refrigerator(s), dishwasher(s), washer(s), and dryer(s)); _____ (#) ceiling fans (all ceiling fans if left blank); light fixtures; attached wall-to-wall carpeting; and rods, draperies, and other window treatments as of date of **Buyer's** initial offer. The only other items included in the purchase are:

The following attached items are excluded from the purchase: _____

The real and personal property described above as included in the purchase is referred to as the "Property." Personal property listed in this Contract is included in the purchase price, has no contributory value, and is being left for **Seller's** convenience.

2. Purchase Price: $400,000.00 payable by **Buyer** in U.S. currency as follows:

All deposits will be made payable to "Escrow Agent" named below and held in escrow by:

Escrow Agent's Name: Anchors Smith Grimsley - Jeff McInnes

Escrow Agent's Address: 909 Marwalt Dr # 1014, Fort Walton Beach, FL 32547

Escrow Agent's Phone: 850.863.4064

(a) $4,000.00 "Initial Deposit" ($0 if left blank) (**Check if applicable**)
☐ accompanies offer
☐ to be delivered to Escrow Agent within _____ days (3 days if left blank) after Effective Date

(b) $_____ Additional deposit to be delivered to Escrow Agent by _____ or within _____ days (10 days if left blank) after Effective Date

(c) _____ Total Financing (see Paragraph **3** below) (express as a dollar amount or percentage)

(d) $_____ Other: _____

(e) $396,000.00 Balance to close (not including **Buyer's** closing costs, prepaid items, and prorations) All funds paid at Closing must be paid by wire transfer or other Collected funds.

3. Financing: (**Check as applicable**)

(a) ☒ **Buyer** will pay cash or obtain financing for the purchase of the Property. This Contract is not contingent on financing or appraised value unless otherwise stated herein.

(b) ☐ **Buyer** will apply for new ☐ conventional ☐ FHA ☐ VA ☐ other (specify) _____ financing specified in Paragraph **2(c)** at the prevailing interest rate and loan costs based on **Buyer's** creditworthiness (the "Financing") within _____ days (5 days if left blank) after Effective Date and provide **Seller** with either a written Financing commitment or approval letter ("Commitment") or written notice that **Buyer** is unable to obtain a Commitment within _____ days (the earlier of 30 days after Effective Date or 10 days before Closing Date if left blank) after Effective Date ("Commitment Period"). **Buyer** will keep **Seller** and Broker fully informed about loan application status, progress, and Commitment issues and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. If, after using diligence and good faith, **Buyer** is unable to obtain a Commitment and provides **Seller** with written notice before expiration of the Commitment Period that **Buyer** is unable to obtain a Commitment, either party may thereafter cancel this

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Contract; and **Buyer's** deposit(s) will be refunded. **Buyer's** failure to timely provide **Seller** with written notice that **Buyer** is unable to obtain a Commitment will result in forfeiture of **Buyer's** deposit(s) if **Buyer** fails to close. Once **Buyer** provides the Commitment to **Seller**, the financing contingency is waived and **Seller** will be entitled to retain the deposit(s) if the transaction does not close by the Closing Date unless (i) the Property appraises below the purchase price and either the parties cannot agree on a new purchase price or **Buyer** elects not to proceed, or (ii) the property related conditions of the Commitment have not been met (except when such conditions are waived by other provisions of this Contract), or (iii) the loan is not funded due to financial failure of **Buyer's** lender, or (iv) another provision of this Contract provides for cancellation.

4. Closing Date; Occupancy: Unless the Closing Date is specifically extended by **Seller** and **Buyer** or by any other provision in this Contract, the Closing Date will prevail over all other time periods including, but not limited to, financing and inspection periods. Closing of this Contract (the "Closing") will occur on November 7, 2025 ("Closing Date") at the time established by the Closing Agent, by which time **Seller** will (i) have removed all personal items and trash from the Property and swept the Property clean and (ii) deliver the deed, occupancy, and possession, along with all keys, garage door openers, and access codes to **Buyer**. If on Closing Date insurance underwriting is suspended, **Buyer** may postpone Closing for up to 5 days after the insurance suspension is lifted. If Paragraph **3(b)** is selected and closing funds from **Buyer's** lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements (CFPB Requirements), then Closing Date will be extended for such period necessary to satisfy CFPB Requirements, provided such period does not exceed 10 days. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller-**provided title evidence, surveys, association documents, and other items, failing which **Buyer** authorizes Closing Agent to reimburse **Seller** $_____ ($100 if left blank) from the deposit(s) for the cost of the documents.

5. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, Closing Agent will disburse at Closing the net sale proceeds to **Seller** and brokerage fees to Broker as per Paragraph **19**. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:

Taxes and surtaxes on the deed

Recording fees for documents needed to cure title

Repairs and Permits: **Seller** will pay up to $_____ or _____% (1.5% if left blank) of the purchase price for repairs to warranted items ("Repair Limit"); and up to $_____ or _____% (1.5% if left blank) of the purchase price for wood-destroying organism treatment and repairs ("WDO Repair Limit"); and up to $_____ or _____% (1.5% if left blank) of the purchase price for costs associated with closing out open permits and obtaining required permits for unpermitted existing improvements ("Permit Limit").

Other: 4% Real Estate Commission to be paid to Destin Real Estate Group of NWF

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Lender's title policy

Inspections

Survey

Flood insurance, homeowner's insurance, hazard insurance

Other: _____

Title Evidence and Insurance: If **Seller** has an owner's title policy covering the Property, **Seller** will provide a copy to **Buyer** and title agent within 5 days after Effective Date. The charges for title evidence and any lender's policy will be calculated and allocated in accordance with Florida law but may be reported differently on certain federally-mandated closing disclosures and other closing documents.

Check (1) or (2)

(1) ☒ The title evidence will be a Paragraph **10(a)(1)** owner's title insurance commitment. ☐ **Seller** will select the title agent and Closing Agent and will pay for the owner's title policy; title search, including tax and lien search; and all other fees charged by title agent and Closing Agent or ☒ **Buyer** will select the title agent and Closing Agent and pay for the owner's title policy; title search, including tax and lien search; and all other fees charged by title agent and Closing Agent or ☐ **Buyer** will select the title agent and Closing Agent,

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and **Seller** will pay for the owner's title policy; title search, including tax and lien search; and all other fees charged by title agent and Closing Agent.

(2) ☐ **Seller** will provide an abstract as specified in Paragraph **10(a)(2)** as title evidence. ☐ **Seller** ☐ **Buyer** will pay for the owner's title policy and select the title agent and Closing Agent. **Seller** will pay fees for title searches, including tax and lien searches, before Closing, and **Buyer** will pay fees for title searches, including tax and lien searches, after Closing (if any) and all other fees charged by title agent and Closing Agent.

(d) Prorations: The following items will be made current (if applicable) and prorated as of the day before Closing: real estate taxes (including special benefit tax assessments imposed by a community development district ("CDD")), interest, bonds, assessments, association fees, insurance, rents, and other current expenses and revenues of the Property. If taxes and assessments for the current year cannot be determined, taxes will be prorated on the basis of taxes for the preceding year as of the day before Closing and will be computed and readjusted, at either party's request, when the current taxes are determined with adjustment for exemptions and improvements. If there are completed improvements on the Property by January 1 of the year of the Closing, which improvements were not in existence on January 1 of the prior year, taxes will be prorated based on the prior year's millage and at an equitable assessment to be agreed upon by the parties before Closing, failing which, request will be made to the County Property Appraiser for an informal assessment taking into consideration available exemptions. If the County Property Appraiser is unable or unwilling to perform an informal assessment before Closing, **Seller** and **Buyer** will split the cost of a private appraiser to perform an assessment before Closing. Nothing in this Paragraph will act to extend the Closing Date. This provision will survive Closing.

(e) Special Assessment by Public Body: Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed, and ratified before Closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before Closing; and **Buyer** will pay all other amounts. If special assessments may be paid in installments ☒ **Seller** ☐ **Buyer** (**Buyer** if left blank) will pay installments due after Closing. If **Seller** is checked, **Seller** will pay the assessment in full before or at the time of Closing. Public body does not include a Homeowners' Association or Condominium Association. Paragraph **5(e)** does not apply to a special benefit tax lien imposed by a CDD pursuant to Chapter 190, Florida Statutes, which lien will be prorated pursuant to Paragraph **5(d)**.

(f) Tax Withholding: Seller and **Buyer** will comply with the Foreign Investment in Real Property Tax Act, which may require **Seller** to provide additional cash at Closing if **Seller** is a "foreign person" as defined by federal law.

(g) Home Warranty: ☐ **Seller** ☐ **Buyer** ☒ N/A will pay for a home warranty plan issued by _____ at a cost not to exceed $_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement period.

6. Inspection Periods: Buyer will complete all inspections referenced in Paragraphs **7(b)**, **8(a)(2)**, **8(b)**, and **8(c)** by _____ (the earlier of 10 days after Effective Date or 10 days before Closing Date if left blank) ("Inspection Period").

7. Real Property Disclosures: Seller represents that **Seller** does not know of any facts that materially affect the value of the Property, including but not limited to violations of governmental laws, rules, and regulations, other than those that **Buyer** can readily observe or that are known by or have been disclosed to **Buyer**.

(a) Energy Efficiency: Buyer acknowledges receipt of the energy-efficiency information brochure required by Section 553.996, Florida Statutes.

(b) Radon Gas: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Radon levels that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit. **Buyer** may, within the Inspection Period, have an appropriately licensed person test the Property for radon. If the radon level exceeds acceptable EPA standards, **Seller** may choose to reduce the radon level to an acceptable EPA level, failing which either party may cancel this Contract.

(c) Flood Disclosure: Seller is required to provide Buyer a flood disclosure at or before the time the Contract is executed per Section 689.302, Florida Statutes.

(d) Flood Zone: Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If the Property is in a Special Flood Hazard Area or Coastal High Hazard Area **and** the buildings are built below the minimum flood elevation, **Buyer** may cancel this

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Contract by delivering written notice to **Seller** within 20 days after Effective Date, failing which **Buyer** accepts the existing elevation of the buildings and zone designation of the Property.

(e) Homeowners' Association: If membership in a homeowners' association is mandatory, an association disclosure summary is attached and incorporated into this Contract. **BUYER SHOULD NOT SIGN THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY.**

(f) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(g) Mold: Mold is part of the natural environment that, when accumulated in sufficient quantities, may present health risks to susceptible persons. For more information, contact the county indoor air quality specialist or other appropriate professional.

(h) Coastal Construction Control Line: If any part of the Property lies seaward of the coastal construction control line ("CCCL") as defined in Section 161.053, Florida Statutes, **Seller** will provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the Property being purchased.

* ☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

8. Maintenance, Inspections, and Repair: Seller will keep the Property in the same condition from Effective Date until Closing, except for normal wear and tear ("Maintenance Requirement") and repairs required by this Contract. **Seller** will provide access and utilities for **Buyer's** inspections and appraisals. **Buyer** will repair all damages to the Property resulting from the inspections, return the Property to its pre-inspection condition, and provide **Seller** with paid receipts for all work done on the Property upon its completion. If **Seller** is unable to complete required repairs or treatments or meet the Maintenance Requirement before Closing, **Seller** will give **Buyer** a credit at Closing for the cost of the repairs and maintenance **Seller** was obligated to perform. At Closing, **Seller** will assign all assignable repair and treatment contracts to **Buye**r and provide **Buyer** with paid receipts for all work done on the Property pursuant to the terms of this Contract.

(a) Warranty, Inspections, and Repair:

(1) Warranty: Seller warrants that non-leased major appliances; heating, cooling, mechanical, electrical, security, sprinkler, septic, and plumbing systems; seawall; dock; and pool equipment, if any, are and will be maintained in working condition until Closing; that the structures (including roofs, doors, and windows) and pool, if any, are structurally sound and watertight; and that torn or missing screens, missing roof tiles, and fogged windows will be repaired or replaced. Limited remaining life of any warranted item will not be considered a defect that must be repaired or replaced by **Seller**. **Seller** does not warrant and is not required to repair cosmetic conditions, unless the cosmetic condition resulted from a defect in a warranted item. **Seller** is not obligated to bring any item into compliance with existing building code regulations unless necessary to repair a warranted item. "Working condition" means operating in the manner in which the item was designed to operate and "cosmetic conditions" means aesthetic imperfections that do not affect the working condition of the item, including pitted marcite; tears, worn spots, and discoloration of floor coverings/wallpapers/window treatments; caulking in bathroom; nail holes, scratches, dents, scrapes, and chips in ceilings/walls/flooring/tile/fixtures/mirrors; cracked roof tiles; curling or worn shingles; and minor cracks in floor tiles/windows/driveways/sidewalks/pool decks/garage and patio floors.

(2) Professional Inspection: Buyer may, at **Buyer's** expense, have warranted items inspected by a person who specializes in and holds a license (if required by law) to conduct home inspections or who holds a Florida license to repair and maintain the items inspected ("professional inspector"). **Buyer** must, within 5 days after the end of Inspection Period, deliver written notice of any items that are not in the condition warranted and a copy of the portion of the inspector's written report dealing with such items to **Seller**. If **Buyer** fails to timely deliver written notice, **Buyer** waives **Seller's** warranty and accepts the items listed in Subparagraph (a) above in their "as is" conditions, except that **Seller** must meet the Maintenance Requirement.

(3) Repair: Seller will obtain repair estimates and is obligated only to make repairs necessary to bring warranted items into the condition warranted, up to the Repair Limit. **Seller** may, within 5 days after receipt of **Buyer's** notice of items that are not in the condition warranted, have a second inspection made by a

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professional inspector and will report repair estimates to **Buyer**. If the first and second inspection reports differ and the parties cannot resolve the differences, **Seller** and **Buyer** together will choose, and equally split the cost of, a third inspector, whose written report will be binding on the parties. If the cost to repair warranted items equals or is less than the Repair Limit, **Seller** will have the repairs made in a workmanlike manner by an appropriately licensed person. If the cost to repair warranted items exceeds the Repair Limit, either party may cancel this Contract unless either party pays the excess or **Buyer** designates which repairs to make at a total cost to **Seller** not exceeding the Repair Limit and accepts the balance of the Property in its "as is" condition.

(b) Wood-Destroying Organisms: "Wood-destroying organism" means arthropod or plant life, including termites, powder-post beetles, old house borers, and wood-decaying fungi, that damages or infests seasoned wood in a structure, excluding fences. **Buyer** may, at **Buyer's** expense, have the Property inspected by a Florida-licensed pest control business to determine the existence of past or present wood-destroying organism infestation and damage caused by infestation. If the inspector finds evidence of infestation or damage, **Buyer** will deliver a copy of the inspector's written report to **Seller** within 5 days after the date of the inspection. If **Seller** previously treated the Property for the type of wood-destroying organisms found, **Seller** does not have to treat the Property again if (i) there is no visible live infestation and (ii) **Seller** transfers to **Buyer** at Closing a current full treatment warranty for the type of wood-destroying organisms found. **Seller** will have 5 days after receipt of the inspector's report to have reported damage estimated by a licensed building or general contractor and corrective treatment, if required, estimated by a licensed pest control business. **Seller** will have treatments and repairs made by an appropriately licensed person at **Seller's** expense up to the WDO Repair Limit. If the cost to treat and repair the Property exceeds the WDO Repair Limit, either party may pay the excess, failing which either party may cancel this Contract by written notice to the other. If **Buyer** fails to timely deliver the inspector's written report, **Buyer** accepts the Property "as is" with regard to wood-destroying organism infestation and damage, subject to the Maintenance Requirement.

(c) Permits: Buyer may, at **Buyer's** expense, inspect and examine records and documents to determine whether any open or expired building permits or unpermitted improvements to the Property exist. **Buyer** will, before the end of the Inspection Period, deliver written notice to **Seller** of the existence of such; and **Seller** will remedy the reported items up to the Permit Limit and have final inspections completed no later than 5 days before Closing. If final inspections cannot be performed due to delays by the governmental entity, Closing will be extended for up to 10 days to complete such final inspections, failing which either party may cancel this Contract; and **Buyer's** deposit(s) will be refunded. At Closing, **Seller** will provide **Buyer** with written documentation that all reported items have been remedied. If the cost to remedy reported items exceeds the Permit Limit, either party may cancel this Contract unless either party pays the excess or **Buyer** accepts the Property in its "as is" condition and **Seller** credits **Buyer** at Closing the amount of the Permit Limit.

(d) Walk-Through Inspection; Reinspection: On the day before Closing or at any other time agreeable to the parties, **Buyer**, and/or **Buyer's** representative, may walk through the Property solely to verify that **Seller** has made repairs required by this Contract, has met the Maintenance Requirement, and has met contractual obligations. If **Buyer**, and/or **Buyer's** representative, fails to conduct this inspection, **Seller's** repair obligations and Maintenance Requirement will be deemed fulfilled.

9. Risk of Loss: If any portion of the Property is damaged by fire or other casualty before Closing and can be restored by Closing or within 45 days after Closing Date to substantially the same condition as it was on Effective Date, **Seller** will, at **Seller's** expense, restore the Property and deliver written notice to **Buyer** that **Seller** has completed the restoration; and the parties will close the transaction on the later of Closing Date or 10 days after **Buyer** receives **Seller's** notice. **Seller** will not be obligated to replace trees. If restoration cannot be timely completed, **Buyer** may cancel this Contract, and **Buyer's** deposit(s) will be refunded; or **Buyer** may accept the property "as is" and **Seller** will credit the deductible and assign the insurance proceeds, if any, to **Buyer** at Closing in such amounts as are attributable to the Property and not yet expended in restoring the Property to the same condition as it was on Effective Date.

10. Title: Seller will convey marketable title to the Property by statutory warranty deed or trustee, personal representative, or guardian deed as appropriate to **Seller's** status.

(a) Title Evidence: Title evidence will show legal access to the Property and marketable title of record in **Seller** in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent residential use of the Property: covenants, easements, and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas, and mineral rights of record if there is no right of entry; current taxes; mortgages that **Buyer** will assume; and encumbrances that **Seller** will discharge before or at Closing. The party paying for the owner's title policy will, at least _____ days (if Paragraph **3(a)** is selected then 5 days or if Paragraph **3(b)** is selected then 10 days, if left blank) ("Title Evidence Deadline") before

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Closing, deliver to **Buyer** one of the following types of title evidence (see Paragraph **5(c)**), which must be generally accepted in the county where the Property is located. **Seller** will use option (2) in Miami-Dade County.

(1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract.

(2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However, if such an abstract is not available to **Seller**, then a **prior owner's title policy** acceptable to the proposed insurer as a base for reissuance of coverage. **Seller** will pay for copies of all policy exceptions and an update in a format acceptable to Closing Agent from the policy effective date and certified to **Buyer** or Closing Agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to **Seller** then (1) above will be the title evidence.

(b) Title Examination: Buyer will examine the title evidence and deliver written notice to **Seller**, within 5 days after receipt of title evidence but no later than Closing Date, of any defects that make the title unmarketable. **Seller** will have 30 days after receiving **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and the Closing will occur on Closing Date or within 10 days after **Buyer** receives **Seller's** notice if Closing Date has passed. If **Seller** is unable to cure the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within 10 days after receiving **Seller's** notice, either cancel this Contract, extend Curative Period for a specified period not to exceed 120 days, or accept title with existing defects and close the transaction.

(c) Survey: On or before Title Evidence Deadline, **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller** within 5 days after receiving survey but no later than Closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. If **Buyer** timely delivers such notice, any reported encroachment or violation will be treated in the same manner as a title defect, and **Seller's** and **Buyer's** obligations will be determined in accordance with Subparagraph (b) above.

11. Effective Date; Time; Force Majeure:

(a) Effective Date: The "Effective Date" of this Contract is the date on which the last of the parties initials or signs and delivers the final offer or counter offer. **Time is of the essence for all provisions of this Contract.**

(b) Time: All time periods will be computed in calendar days. All time periods will end at 11:59:59 p.m. local time (meaning where the Property is located) of the appropriate day. Other than time for acceptance and Effective Date as set forth in Paragraphs 11(a), 22 and 23, whether preprinted, handwritten, typewritten or inserted herein, if any deadline falls on a Saturday, Sunday, or national legal holiday (U.S.C. Sec. 6103(a)), or a day on which a national legal holiday is observed because it fell on a Saturday or Sunday, then performance will be due the next calendar day which is not a Saturday, Sunday, or national legal holiday or a day on which a national legal holiday is observed. If any deadline is counted from days prior to Closing (i.e. “at least X days prior to Closing”) and it falls on a Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed, then performance will be due on the calendar day prior to the Saturday, Sunday, national legal holiday, or a day on which a national legal holiday is observed.

(c) Force Majeure: Seller or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an "act of God" or "force majeure." An act of God or force majeure is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, acts of terrorism, and any other such causes and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, if such act of God or force majeure event continues beyond 30 days, either party may cancel this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be refunded.

12. Notices: All notices will be in writing and will be delivered to the parties and Broker by mail, personal delivery, or electronic media. Except for the notices required by Paragraph **3** of this Contract, **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transaction broker) representing a party will be as effective as if delivered to or received by that party.**

13. Complete Agreement: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by

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the party to be bound. Electronic signatures will be acceptable and binding. Signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public records.

14. Assignability; Persons Bound: Buyer may **not** assign this Contract without **Seller's** written consent. The terms "**Seller**," "**Buyer**," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns (if permitted) of **Seller**, **Buyer**, and Broker.

15. Default:

(a) Seller Default: If for any reason other than failure of **Seller** to make **Seller's** title marketable after diligent effort, **Seller** fails, refuses, or neglects to perform this Contract, **Buyer** may choose to receive a return of **Buyer's** deposit(s) without waiving the right to seek damages or to seek specific performance as per Paragraph **16**. **Seller** will also be liable to Broker for the full amount of the brokerage fee.

(b) Buyer Default: If **Buyer** fails to perform this Contract within the time specified, including timely payment of all deposits, **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph **16**; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally between Brokers) up to the full amount of the brokerage fee.

16. Dispute Resolution: This Contract will be construed under Florida law. All controversies, claims, and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

(a) Disputes concerning entitlement to deposits made and agreed to be made: Seller and **Buyer** will have 30 days after the date conflicting demands are made to attempt to resolve the dispute through **mediation**. If that fails, Escrow Agent will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court, or the Florida Real Estate Commission ("FREC"). A broker's obligation under Chapter 475, Florida Statutes, and the FREC rules to timely notify the FREC of an escrow dispute and timely resolve the escrow dispute through mediation, arbitration, interpleader, or an escrow disbursement order applies only to brokers and does not apply to title companies, attorneys, or other escrow holders.

(b) All other disputes: Seller, **Buyer**, and Broker will have 30 days after the date a dispute arises between them to attempt to resolve the matter through mediation, failing which the parties, including Broker, will resolve the dispute through neutral binding **arbitration** in the county where the Property is located. However, no arbitration arising out of or relating to this transaction or this Contract or its breach will include Broker, unless Broker consents in writing to become a party to the proceeding. A demand for arbitration is prohibited if a civil action requesting the same relief would be barred by Florida statute of limitations. The arbitrator may not alter the Contract terms or award any remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure, and the arbitrator will resolve all discovery-related disputes. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This clause will survive Closing.

(c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs, and expenses, including attorneys' fees, and will equally split the arbitrators' fees and administrative fees of arbitration.

17. Escrow Agent; Closing Agent: Seller and **Buyer** authorize Escrow Agent and Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" mean any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Agent will be arbitrated, so long as Agent consents to arbitrate.

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18. Professional Advice; Broker Liability: Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the coastal construction control line, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and governmental agencies for verification of the Property condition, square footage, and facts that materially affect Property value. Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including but not limited to photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** and/or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive Closing.

19. Brokers: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to Closing Agent: Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any offer of compensation made by **Seller** or listing broker to cooperating brokers.

_____	_____
Seller's Sales Associate / License No.	**Buyer's** Sales Associate / License No.
_____	_____
Seller's Sales Associate Email Address	**Buyer's** Sales Associate Email Address
_____	_____
Seller's Sales Associate Phone Number	**Buyer's** Sales Associate Phone Number
_____	_____
Listing Brokerage	**Buyer's Brokerage**
_____	_____
Listing Brokerage Address	**Buyer's Brokerage** Address

[The remainder of this page is intentionally left blank.
This Contract continues with Line 427 on Page 9 of 10.]

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20. Addenda: The following additional terms are included in the attached addenda and incorporated into this Contract (**Check if applicable and attach the addenda**):

- ☐ A. Additional Clauses
- ☐ B. Appraisal
- ☐ C. As Is with Right to Inspect
- ☐ D. Assignment
- ☐ E. Back-up Contract; Kick-out Clause
- ☐ F. Condominium Association
- ☐ G. Defective Drywall
- ☐ H. FHA Financing
- ☐ I. FIRPTA
- ☐ J. Homeowners' Association
- ☐ K. Housing for Older Persons
- ☐ L. Inspections
- ☐ M. Insulation Disclosure (New Homes Only)
- ☐ N. Insurance
- ☐ O. Interest-Bearing Escrow Account
- ☐ P. Lease Option; Lease Purchase
- ☐ Q. Licensee - Personal Interest in Property
- ☐ R. Mold Inspection
- ☐ S. Mortgage Assumption
- ☐ T. New Mortgage Rates
- ☐ U. Pre-1978 Housing Lead-Based Paint Warning Statement
- ☐ V. Property Disclosure
- ☐ W. Rentals
- ☐ X. Rezoning
- ☐ Y. Sale/Lease of Buyer's Property
- ☐ Z. Seller Financing
- ☐ AA. Short Sale Approval
- ☐ BB. VA Financing
- ☐ CC. 1031 Exchange
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

21. Additional Terms: 1. The Property must meet the City's needs for additional parking in a financially feasible manner. Notwithstanding anything in the Contract to the contrary, the City shall have 30 days to cancel this contract, without penalty, if in the City's sole discretion the Property does not meet the City's needs for additional parking in a financially feasible manner. If the City cancels the contract pursuant to this provision, the Escrow Agent shall return the Escrow Deposit to the City in full and the City and Seller shall be relieved of all responsibilities under the Contract.

22. Offer and Acceptance: Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by **Seller** and a copy delivered to **Buyer** no later than 5:00 ☐ a.m. ☒ p.m. on October 7, 2025, this offer will be revoked and **Buyer's** deposit(s) refunded subject to Collection of funds.
☐ **Buyer** received a written real property disclosure statement from **Seller** before making this offer.

23. Counter Offer; Rejection:
☐ **Seller** counters **Buyer's** offer. (To accept the counter offer, **Buyer** must sign or initial the counter offered terms and deliver a copy of the acceptance to **Seller**.) Unless otherwise stated, the time for acceptance of any counter offer will be 2 days after the date the counter offer is delivered.
☐ **Seller** rejects **Buyer's** offer.

[The remainder of this page is intentionally left blank.
This Contract continues with Line 452 on Page 10 of 10.]

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This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney before signing.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

Buyer: _____ Date: _____

Print name: City of Destin - Larry Jones

Buyer: _____ Date: _____

Print name: _____

Buyer's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

Seller: _____ Date: _____

Print name: Michael Eugene Berardi, Sr Living Trust

Seller: _____ Date: _____

Print name: _____

Seller's address for purpose of notice:

Address: _____

Phone: _____ Fax: _____ Email: _____

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ITEM # 2025-1150

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: October 6, 2025
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.G.

TO: City Council

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

FROM: Lisa Firth, Parks & Rec Director

DATE: October 1, 2025

SUBJECT: Joe's Bayou Update

I. BACKGROUND: Council requested an update on the Joe's Bayou project.

II. DISCUSSION: Update from Pearce Barrett, FDEP

- The design team has been coordinating with the city planning department for a pre-application meeting for the development order and plans to submit for a minor Development Order in October. Once 90% design documents are completed, review meeting(s) with City Staff will be scheduled, probably in October, to receive staff comments. Once this final review is culminated and all comments addressed, we will present the designs to the Parks and Recreation Committee and then Council.
- The project is also in the permitting process with FDEP and USACOE. The initial applications were submitted to the respective agencies in May, '24. The FDEP permit was issued in January, '25. Due to extenuating circumstances being experienced by the COE and other Federal agencies such as staffing, budgets etc. the reviews are taking much longer than anticipated. DEP even engaged, at our cost, our consultant to prepare an environmental consultation that normally is taken care of by National Marine Fisheries, but due to the time this would have taken, over six months, it was decided it would be more expedient to have our consultant prepare it, which has been done and submitted to the COE.
- Before the project can move forward to final completion of the design and release for construction bids, all permits must be received. As recent as last Tuesday, 9/16, we received this reply from the COE to an inquiry from our consultant as to any projection on when the COE permit would be issued, and their response was that they would "be very hesitant to make any timeline projections" due to the issues mentioned previously.
- Other concerns the Department is also working on currently are the budget and how to address potential closures of the existing facility during construction. When appropriate, we

can schedule to attend a council meeting to further discuss or review with staff and have them brief council.

We cannot provide hard and fast dates on some of the project's activities, but being dependent on others who cannot provide us with a firm timeline at this time, this is where we are.

A. Link to Strategic Goals / Objectives: A financially sound city providing service excellence
Enhanced quality of life and safety for families
Effective, efficient and aesthetically pleasing infrastructure
A green and sustainable environment

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor: Teresa Herbert

E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION: Information only

Attachments:

None

ITEM # 2025-937

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AGENDA ITEM

COUNCIL MEETING DATE: October 6, 2025
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.H.

TO: City Council

THRU: Larry Jones , City Manager

FROM: Krystal Strickland, Finance Director

DATE: September 30, 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 08/31/2025:
At the end of August, we were 92% of the way through Fiscal Year 2025, which is October 1 - September 30, 2025.
100% 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 81% of the Operating Budget.
We have expended and encumbered 60% ($25m/$42m) of the Capital Budget.

The net change in total fund balance is a year-to-date increase of $25 million, directly attributed to the loan proceeds received in November 2024.

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. Oct-Aug 2025 Financial Statements

last updated: 9/25/2025 11:01 AM

Oct to August 2025

ALL FUNDS	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
10 Taxes	17,455,390	17,623,868		(168,478)	17,623,868
11 Intergovermental Revenue	16,873,438	6,221,827		10,651,611	7,314,730
12 Permits, Fees, & Special Assessments	5,586,775	5,115,032		471,743	5,115,032
13 Charges For Services	1,270,200	1,628,690		(358,490)	1,628,690
14 Judgements, Fines, & Forfeits	104,001	205,034		(101,033)	205,034
15 Miscellaneous Revenues	978,635	2,366,572		(1,387,938)	2,366,572
16 Other Sources	25,166,720	25,000,000		166,720	25,000,000
17 Transfers In	18,772,673	18,420,137		352,537	18,420,137
17b Use Fund Balance	12,192,594	-		12,192,594	-
ALL FUNDS TOTAL CASH IN	**98,400,427**	**76,581,160**	**-**	**21,819,267**	**77,674,063**
20 Personnel Services	7,481,583	6,392,881	-	1,088,702	6,392,881
21 Personnel Taxes & Benefits	2,970,548	2,338,641	-	631,907	2,338,641
22 Operating Expenses	10,912,607	7,803,131	712,661	2,396,816	8,515,792
23 Grants And Aids	16,900	15,452	-	1,448	15,452
24 Debt Service	5,552,247	4,418,355	87,586	1,046,306	4,505,941
25 Capital Outlay	42,017,697	11,548,258	13,642,148	16,827,291	25,190,405
26 Transfers Out	18,772,673	18,420,137	-	352,537	18,420,137
26b Add to Fund Balance	10,676,170	-	-	10,676,170	-
ALL FUNDS TOTAL CASH OUT	**98,400,427**	**50,936,854**	**14,442,395**	**33,021,178**	**65,379,249**
NET CHANGE	**-**	**25,644,306**			**12,294,814**
BEGINNING FUND BALANCE	**44,723,933**	**44,723,933**			**44,723,933**
ENDING FUND BALANCE	**44,723,933**	**70,368,239**			**57,018,747**
FUND BALANCE SUMMARY - ALL FUNDS					
Nonspendable	2,084,586				2,084,586
Restricted (Statute & Covenants)	6,752,367				12,038,538
Committed (Resolutions, Reserves & Contracts)	11,941,500				11,792,978
Unassigned	23,945,481				31,102,646
Ending Fund Balance - All Funds	**44,723,933**				**57,018,747**

GENERAL FUND	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
001 General Fund-10 Taxes	13,274,175	13,557,753		(283,578)	13,557,753
001 General Fund-11 Intergovermental Revenue	3,674,591	3,239,126		435,465	3,239,126
001 General Fund-12 Permits, Fees, & Special Assessments	3,632,800	3,075,807		556,993	3,075,807
001 General Fund-13 Charges For Services	485,800	783,632		(297,832)	783,632
001 General Fund-14 Judgements, Fines, & Forfeits	103,801	177,255		(73,454)	177,255
001 General Fund-15 Miscellaneous Revenues	743,834	1,006,748		(262,915)	1,006,748
001 General Fund-16 Other Sources	166,720	-		166,720	-
001 General Fund-17 Transfers In	-	-		-	-
001 General Fund-17b Use Fund Balance	5,080,263	-		5,080,263	-
GENERAL FUND CASH IN	27,161,983	21,840,323	-	5,321,661	21,840,323
001 General Fund-20 Personnel Services	6,766,441	5,812,523	-	953,918	5,812,523
001 General Fund-21 Personnel Taxes & Benefits	2,677,880	2,106,392	-	571,488	2,106,392
001 General Fund-22 Operating Expenses	9,616,486	7,391,430	610,755	1,614,301	8,002,185
001 General Fund-23 Grants And Aids	16,900	15,452	-	1,448	15,452
001 General Fund-24 Debt Service	139,737	24,293	87,586	27,858	111,880
001 General Fund-25 Capital Outlay	2,800,920	500,779	1,170,307	1,129,834	1,671,086
001 General Fund-26 Transfers Out	5,143,619	4,794,198	96,668	252,753	4,794,198
001 General Fund-26b Add to Fund Balance	-	-	-	-	-
GENERAL FUND CASH OUT	27,161,983	20,645,067	1,965,316	4,551,600	22,513,715
NET CHANGE	**-**	**1,195,256**			**(673,393)**
BEGINNING FUND BALANCE	**33,860,625**	**33,860,625**			**33,860,625**
ENDING FUND BALANCE	**33,860,625**	**35,055,880**			**33,187,232**

BUILDING CODE FUND Restricted by FL Statute	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
101 Florida Building Code Fund-12 Permits, Fees, & Specia	893,800	1,001,042	-	(107,242)	1,001,042
101 Florida Building Code Fund-13 Charges For Services	27,400	26,898	-	503	26,898
101 Florida Building Code Fund-14 Judgements, Fines, & F	200	27,778	-	(27,578)	27,778
101 Florida Building Code Fund-15 Miscellaneous Revenue	1	3,976	-	(3,975)	3,976
101 Florida Building Code Fund-17 Transfers In	350,000	-	-	350,000	-
BUILDING CODE FUND CASH IN	1,271,401	1,059,694	-	211,707	1,059,694
101 Florida Building Code Fund-20 Personnel Services	671,488	546,110	-	125,378	546,110
101 Florida Building Code Fund-21 Personnel Taxes & Ben	277,038	221,752	-	55,286	221,752
101 Florida Building Code Fund-22 Operating Expenses	177,904	129,092	-	48,812	129,092
101 Florida Building Code Fund-25 Capital Outlay	28,375	28,375	-	-	28,375
101 Florida Building Code Fund-26 Transfers Out	80,000	84,694	-	(4,694)	84,694
101 Florida Building Code Fund-26b Add to Fund Balance	36,597	-	-	36,597	-
BUILDING CODE FUND CASH OUT	1,271,401	1,010,022	-	261,379	1,010,022
NET CHANGE	**-**	**49,671**			**49,671**
BEGINNING FUND BALANCE	**202,698**	**202,698**			**202,698**
ENDING FUND BALANCE	**202,698**	**252,370**			**252,370**

NPEB (HARBOR WATER QUALITY) FUND Restricted by City Ordinance	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
102 Npeb Water Quality Fund-12 Permits, Fees, & Special	25,000	57,937	-	(32,937)	57,937
102 Npeb Water Quality Fund-15 Miscellaneous Revenues	1,050	9,711	-	(8,661)	9,711
102 Npeb Water Quality Fund-17 Transfers In	-	-	-	-	-
102 Npeb Water Quality Fund-17b Use Fund Balance	116,955	-	-	116,955	-
NPEB CASH IN	143,005	67,648	-	75,357	67,648
102 Npeb Water Quality Fund-22 Operating Expenses	143,005	35,934	-	107,071	35,934
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	35,934
NET CHANGE	**-**	**31,714**			**31,714**
BEGINNING FUND BALANCE	**251,314**	**251,314**			**251,314**
ENDING FUND BALANCE	**251,314**	**283,028**			**283,028**

PARKING FUND Committed by Council Resolution	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
103 Parking Fund-13 Charges For Services	757,000	818,161	-	(61,161)	818,161
103 Parking Fund-14 Judgements, Fines, & Forfeits	-	-	-	-	-
103 Parking Fund-15 Miscellaneous Revenues	30,200	72,024	-	(41,824)	72,024
PARKING FUND CASH IN	787,200	890,184	-	(102,984)	890,184
103 Parking Fund-22 Operating Expenses	141,605	72,109	-	69,496	72,109
103 Parking Fund-25 Capital Outlay	-	-	-	-	-
103 Parking Fund-26 Transfers Out	-	-	-	-	-
103 Parking Fund-26b Add to Fund Balance	645,595	-	-	645,595	-
PARKING FUND CASH OUT	787,200	72,109	-	715,091	72,109
NET CHANGE	**-**	**818,076**			**818,076**
BEGINNING FUND BALANCE	**1,836,115**	**1,836,115**			**1,836,115**
ENDING FUND BALANCE	**1,836,115**	**2,654,191**			**2,654,191**

PERMITTING TECH FUND Committed by Council Resolution	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
105 Permit & License Technology Fund-15 Miscellaneous F	5,400	23,584	-	(18,184)	23,584
105 Permit & License Technology Fund-17 Transfers In	166,030	171,153	-	(5,123)	171,153
PERMITTING TECH FUND CASH IN	171,430	194,737	-	(23,307)	194,737
105 Permit & License Technology Fund-22 Operating Expe	140,820	71,587	58,864	10,369	130,451
105 Permit & License Technology Fund-25 Capital Outlay	-	-	-	-	-
105 Permit & License Technology Fund-26b Add to Fund B	30,610	-	-	30,610	-
PERMITTING TECH FUND CASH OUT	171,430	71,587	58,864	40,979	130,451
NET CHANGE	**-**	**123,150**			**64,286**
BEGINNING FUND BALANCE	**596,035**	**596,035**			**596,035**
ENDING FUND BALANCE	**596,035**	**719,185**			**660,321**

TOWN CENTER CRA FUND Restricted by FL Statute	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
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 Revenues	50,000	102,415	-	(52,415)	102,415
TOWN CENTER CRA CASH IN	2,337,868	2,367,673	-	(29,805)	2,367,673
106 Cra Town Center Fund-20 Personnel Services	21,827	17,124	-	4,703	17,124
106 Cra Town Center Fund-21 Personnel Taxes & Benefits	7,815	5,255	-	2,560	5,255
106 Cra Town Center Fund-22 Operating Expenses	119,474	62,631	24,469	32,374	87,100
106 Cra Town Center Fund-25 Capital Outlay	198,520	178,875	19,645	-	198,520
106 Cra Town Center Fund-26 Transfers Out	998,826	998,747	-	79	998,747
106 Cra Town Center Fund-26b Add to Fund Balance	991,406	-	-	991,406	-
TOWN CENTER CRA CASH OUT	2,337,868	1,262,632	44,114	1,031,122	1,306,746
NET CHANGE	**-**	**1,105,041**			**1,060,927**
BEGINNING FUND BALANCE	**210,970**	**210,970**			**210,970**
ENDING FUND BALANCE	**210,970**	**1,316,011**			**1,271,897**

HARBOR CRA FUND Restricted by FL Statute	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
107 Cra Harbor District Fund-10 Taxes	1,115,144	1,115,144	-	-	1,115,144
107 Cra Harbor District Fund-15 Miscellaneous Revenues	28,700	46,824	-	(18,124)	46,824
107 Cra Harbor District Fund-17 Transfers In	9,000,000	9,000,000	-	-	9,000,000
107 Cra Harbor District Fund-17b Use Fund Balance	-	-	-	-	-
HARBOR CRA CASH IN	10,143,844	10,161,968	-	(18,124)	10,161,968
107 Cra Harbor District Fund-20 Personnel Services	21,827	17,124	-	4,703	17,124
107 Cra Harbor District Fund-21 Personnel Taxes & Benefit	7,815	5,242	-	2,573	5,242
107 Cra Harbor District Fund-22 Operating Expenses	48,173	28,294	18,572	1,307	46,866
107 Cra Harbor District Fund-25 Capital Outlay	-	-	-	-	-
107 Cra Harbor District Fund-26 Transfers Out	1,493,557	1,490,774	-	2,783	1,490,774
107 Cra Harbor District Fund-26b Add to Fund Balance	8,572,472	-	-	8,572,472	-
HARBOR CRA CASH OUT	10,143,844	1,541,433	18,572	8,583,839	1,560,005
NET CHANGE	**-**	**8,620,535**			**8,601,962**
BEGINNING FUND BALANCE	**(7,830,558)**	**(7,830,558)**			**(7,830,558)**
ENDING FUND BALANCE	**(7,830,558)**	**789,977**			**771,405**

FDEP WATER QUALITY FUND Restricted by FDEP Agreement	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
108 Fdep Water Quality Fund-15 Miscellaneous Revenues	150	3,604	-	(3,454)	3,604
108 Fdep Water Quality Fund-17b Use Fund Balance	24,850	-	-	24,850	-
FDEP CASH IN	25,000	3,604	-	21,396	3,604
108 Fdep Water Quality Fund-22 Operating Expenses	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	**-**	**(8,392)**			**(8,392)**
BEGINNING FUND BALANCE	**100,852**	**100,852**			**100,852**
ENDING FUND BALANCE	**100,852**	**92,460**			**92,460**

OKALOOSA HALF PENNY FUND Committed by Council Motion	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
109 Okaloosa Half-Penny Fund-11 Intergovermental Rever	1,671,485	1,578,340	-	93,145	1,578,340
109 Okaloosa Half-Penny Fund-15 Miscellaneous Revenue	45,000	264,362	-	(219,362)	264,362
109 Okaloosa Half-Penny Fund-17 Transfers In	229,151	229,151	-	-	229,151
109 Okaloosa Half-Penny Fund-17b Use Fund Balance	2,530,027	-	-	2,530,027	-
HALF PENNY FUND CASH IN	4,475,663	2,071,853	-	2,403,810	2,071,853
109 Okaloosa Half-Penny Fund-22 Operating Expenses	5	1	-	4	1
109 Okaloosa Half-Penny Fund-25 Capital Outlay	4,121,792	1,761,556	1,032,554	1,327,682	2,794,109
109 Okaloosa Half-Penny Fund-26 Transfers Out	353,866	353,866	-	(0)	353,866
HALF PENNY FUND CASH OUT	4,475,663	2,115,423	1,032,554	1,327,686	3,147,976
NET CHANGE	**-**	**(43,570)**			**(1,076,123)**
BEGINNING FUND BALANCE	**7,060,159**	**7,060,159**			**7,060,159**
ENDING FUND BALANCE	**7,060,159**	**7,016,589**			**5,984,035**

2013 DEBT SERVICE FUND Restricted by Debt Covenant	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
213 2013 Revenue Refunding Note Fund-15 Miscellaneous	200	5,513	-	(5,313)	5,513
213 2013 Revenue Refunding Note Fund-17 Transfers In	552,549	552,698	-	(149)	552,698
2013 DEBT SERVICE CASH IN	552,749	558,211	-	(5,462)	558,211
213 2013 Revenue Refunding Note Fund-22 Operating Exp	5	2	-	3	2
213 2013 Revenue Refunding Note Fund-24 Debt Service	552,699	552,698	-	1	552,698
213 2013 Revenue Refunding Note Fund-26b Add to Fund	45	-	-	45	-
2013 DEBT SERVICE CASH OUT	552,749	552,700	-	49	552,700
NET CHANGE	**-**	**5,511**			**5,511**
BEGINNING FUND BALANCE	**102,400**	**102,400**			**102,400**
ENDING FUND BALANCE	**102,400**	**107,910**			**107,910**

2014 DEBT SERVICE FUND Restricted by Debt Covenant	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
214 2014 Revenue Refunding Note Fund-15 Miscellaneous	200	5,288	-	(5,088)	5,288
214 2014 Revenue Refunding Note Fund-17 Transfers In	732,159	732,080	-	79	732,080
2014 DEBT SERVICE CASH IN	732,359	737,368	-	(5,009)	737,368
214 2014 Revenue Refunding Note Fund-22 Operating Exp	5	3	-	2	3
214 2014 Revenue Refunding Note Fund-24 Debt Service	732,080	732,167	-	(87)	732,167
214 2014 Revenue Refunding Note Fund-26b Add to Fund	274	-	-	274	-
2014 DEBT SERVICE CASH OUT	732,359	732,169	-	190	732,169
NET CHANGE	**-**	**5,199**			**5,199**
BEGINNING FUND BALANCE	**258,085**	**258,085**			**258,085**
ENDING FUND BALANCE	**258,085**	**263,284**			**263,284**

2021 DEBT SERVICE FUND Restricted by Debt Covenant	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
221 2021 Revenue Refunding Note Fund-15 Miscellaneous	750	482	-	268	482
221 2021 Revenue Refunding Note Fund-16 Other Sources	-	-	-	-	-
221 2021 Revenue Refunding Note Fund-17 Transfers In	1,296,482	1,296,482	-	0	1,296,482
2021 DEBT SERVICE CASH IN	1,297,232	1,296,964	-	268	1,296,964
221 2021 Revenue Refunding Note Fund-22 Operating Exp	100	7	-	93	7
221 2021 Revenue Refunding Note Fund-24 Debt Service	1,296,482	1,296,482	-	0	1,296,482
221 2021 Revenue Refunding Note Fund-26 Transfers Out	-	-	-	-	-
221 2021 Revenue Refunding Note Fund-26b Add to Fund	650	-	-	650	-
2021 DEBT SERVICE CASH OUT	1,297,232	1,296,489	-	743	1,296,489
NET CHANGE	**-**	**475**			**475**
BEGINNING FUND BALANCE	**2,168**	**2,168**			**2,168**
ENDING FUND BALANCE	**2,168**	**2,643**			**2,643**

2023 DEBT SERVICE FUND Restricted by Debt Agreement w/County	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
223 2023 Tdc Advance Fund-11 Intergovermental Revenue	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 Restricted by Debt Covenant	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
224 2024 Capital Project Note Fund-15 Miscellaneous Rev	50	8,142	-	(8,092)	8,142
224 2024 Capital Project Note Fund-16 Other Sources	-	-	-	-	-
224 2024 Capital Project Note Fund-17 Transfers In	2,081,249	2,073,518	-	7,731	2,073,518
2024 DEBT SERVICE CASH IN	2,081,299	2,081,661	-	(362)	2,081,661
224 2024 Capital Project Note Fund-22 Operating Expense	-	6	-	(6)	6
224 2024 Capital Project Note Fund-24 Debt Service	2,081,249	1,062,715	-	1,018,534	1,062,715
224 2024 Capital Project Note Fund-26 Transfers Out	-	-	-	-	-
224 2024 Capital Project Note Fund-26b Add to Fund Bala	50	-	-	50	-
2024 DEBT SERVICE CASH OUT	2,081,299	1,062,721	-	1,018,578	1,062,721
NET CHANGE	**-**	**1,018,940**			**1,018,940**
BEGINNING FUND BALANCE	**-**	**-**			**-**
ENDING FUND BALANCE	**-**	**1,018,940**			**1,018,940**

301 RENEWAL & REPLACEMENT FUND Committed by Council Resolution	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
301 Renewal & Replacement Fund-10 Taxes	536,474	480,783	-	55,691	480,783
301 Renewal & Replacement Fund-15 Miscellaneous Reve	16,150	120,782	-	(104,632)	120,782
301 Renewal & Replacement Fund-17 Transfers In	3,600,000	3,600,000	-	-	3,600,000
301 Renewal & Replacement Fund-17b Use Fund Balance	1,253,091	-	-	1,253,091	-
RENEW/REPLACE CASH IN	5,405,715	4,201,565	-	1,204,150	4,201,565
301 Renewal & Replacement Fund-22 Operating Expenses	10	1	-	9	1
301 Renewal & Replacement Fund-25 Capital Outlay	5,405,705	2,992,342	1,163,983	1,249,380	4,156,325
301 Renewal & Replacement Fund-26 Transfers Out	-	-	-	-	-
RENEW/REPLACE CASH OUT	5,405,715	2,992,343	1,163,983	1,249,389	4,156,326
NET CHANGE	**-**	**1,209,222**			**45,239**
BEGINNING FUND BALANCE	**2,449,191**	**2,449,191**			**2,449,191**
ENDING FUND BALANCE	**2,449,191**	**3,658,413**			**2,494,430**

305 CAPITAL GRANT FUND Restricted by Grant Agreements	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
305 Capital Grant Fund-11 Intergovermental Revenue	10,777,362	654,361	1,092,903	9,030,098	1,747,264
305 Capital Grant Fund-15 Miscellaneous Revenues	200	300	-	(100)	300
305 Capital Grant Fund-16 Other Sources	-	-	-	-	-
305 Capital Grant Fund-17 Transfers In	-	-	-	-	-
305 Capital Grant Fund-17b Use Fund Balance	19,116	-	-	19,116	-
CAPITAL GRANTS CASH IN	10,796,678	654,661	1,092,903	9,049,114	1,747,564
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	675,770	1,160,639	8,460,270	1,836,408
305 Capital Grant Fund-26 Transfers Out	-	-	-	-	-
305 Capital Grant Fund-26b Add to Fund Balance	-	-	-	-	-
CAPITAL GRANTS CASH OUT	10,796,678	675,770	1,160,639	8,960,270	1,836,408
NET CHANGE	**-**	**(21,108)**			**(88,844)**
BEGINNING FUND BALANCE	**74,519**	**74,519**			**74,519**
ENDING FUND BALANCE	**74,519**	**53,411**			**(14,325)**

306 GAS TAX#2 FUND Restricted by FL Statute	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
306 Gas Tax#2 Fund-10 Taxes	241,729	204,929	-	36,800	204,929
306 Gas Tax#2 Fund-15 Miscellaneous Revenues	5,100	35,488	-	(30,388)	35,488
306 Gas Tax#2 Fund-17 Transfers In	-	-	-	-	-
306 Gas Tax#2 Fund-17b Use Fund Balance	730,527	-	-	730,527	-
GAS TAX#2 CASH IN	977,356	240,418	-	736,938	240,418
306 Gas Tax#2 Fund-22 Operating Expenses	5	1	-	4	1
306 Gas Tax#2 Fund-25 Capital Outlay	717,351	16,556	-	700,795	16,556
306 Gas Tax#2 Fund-26 Transfers Out	260,000	260,000	-	0	260,000
GAS TAX#2 CASH OUT	977,356	276,556	-	700,799	276,556
NET CHANGE	**-**	**(36,139)**			**(36,139)**
BEGINNING FUND BALANCE	**931,545**	**931,545**			**931,545**
ENDING FUND BALANCE	**931,545**	**895,406**			**895,406**

307 UNDERGROUNDING ELECTRIC FRANCHISE FUND Restricted by City Ordinance	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
307 Electric Franchise For Undergrounding-12 Permits, Fe	934,575	833,750	-	100,825	833,750
307 Electric Franchise For Undergrounding-15 Miscellanec	25,000	96,410	-	(71,410)	96,410
307 Electric Franchise For Undergrounding-17 Transfers In	765,054	765,054	-	-	765,054
307 Electric Franchise For Undergrounding-17b Use Fund I	-	-	-	-	-
UNDERGROUNDING ELECTRIC FRANCHISE CASH IN	1,724,629	1,695,213	-	29,415	1,695,213
307 Electric Franchise For Undergrounding-22 Operating E	5	1	-	4	1
307 Electric Franchise For Undergrounding-25 Capital Outl	965,500	97,500	868,000	-	965,500
307 Electric Franchise For Undergrounding-26 Transfers O	361,276	361,276	-	0	361,276
307 Electric Franchise For Undergrounding-26b Add to Fur	397,847	-	-	397,847	-
UNDERGROUNDING ELECTRIC FRANCHISE CASH OUT	1,724,629	458,777	868,000	397,851	1,326,777
NET CHANGE	**-**	**1,236,436**			**368,436**
BEGINNING FUND BALANCE	**2,007,713**	**2,007,713**			**2,007,713**
ENDING FUND BALANCE	**2,007,713**	**3,244,149**			**2,376,149**

310 POLICE IMPACT FEES FUND Restricted by FL Statute	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
310 Police Impact Fee Fund-12 Permits, Fees, & Special As	600	1,582	-	(982)	1,582
310 Police Impact Fee Fund-15 Miscellaneous Revenues	25	557	-	(532)	557
310 Police Impact Fee Fund-17 Transfers In	-	-	-	-	-
POLICE IMPACT FEES CASH IN	625	2,140	-	(1,515)	2,140
310 Police Impact Fee Fund-22 Operating Expenses	1	11	-	(10)	11
310 Police Impact Fee Fund-25 Capital Outlay	-	-	-	-	-
310 Police Impact Fee Fund-26b Add to Fund Balance	624	-	-	624	-
POLICE IMPACT FEES CASH OUT	625	11	-	614	11
NET CHANGE	**-**	**2,129**			**2,129**
BEGINNING FUND BALANCE	**16,549**	**16,549**			**16,549**
ENDING FUND BALANCE	**16,549**	**18,678**			**18,678**

311 TRANSPORTATION IMPACT FEES FUND Restricted by FL Statute	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
311 Transportation Impact Fee Fund-12 Permits, Fees, & S	75,000	109,289	-	(34,289)	109,289
311 Transportation Impact Fee Fund-15 Miscellaneous Rev	20,125	69,391	-	(49,266)	69,391
311 Transportation Impact Fee Fund-17 Transfers In	-	-	-	-	-
311 Transportation Impact Fee Fund-17b Use Fund Balanc	1,538,948	-	-	1,538,948	-
TRANSPORTATION IMPACT FEES CASH IN	1,634,073	178,680	-	1,455,393	178,680
311 Transportation Impact Fee Fund-22 Operating Expens	5	1	-	4	1
311 Transportation Impact Fee Fund-25 Capital Outlay	1,634,068	15,607	48,029	1,570,431	63,637
311 Transportation Impact Fee Fund-26 Transfers Out	-	-	-	-	-
TRANSPORTATION IMPACT FEES CASH OUT	1,634,073	15,608	48,029	1,570,435	63,638
NET CHANGE	**-**	**163,072**			**115,042**
BEGINNING FUND BALANCE	**1,805,488**	**1,805,488**			**1,805,488**
ENDING FUND BALANCE	**1,805,488**	**1,968,560**			**1,920,530**

312 LIBRARY IMPACT FEES FUND Restricted by FL Statute	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
312 Library Impact Fee Fund-12 Permits, Fees, & Special A	5,000	8,919	-	(3,919)	8,919
312 Library Impact Fee Fund-15 Miscellaneous Revenues	1,000	10,780	-	(9,780)	10,780
312 Library Impact Fee Fund-17 Transfers In	-	-	-	-	-
312 Library Impact Fee Fund-17b Use Fund Balance	295,050	-	-	295,050	-
LIBRARY IMPACT FEES CASH IN	301,050	19,699	-	281,351	19,699
312 Library Impact Fee Fund-22 Operating Expenses	-	1	-	(1)	1
312 Library Impact Fee Fund-25 Capital Outlay	301,050	19,543	30,000	251,508	49,543
LIBRARY IMPACT FEES CASH OUT	301,050	19,543	30,000	251,507	49,543
NET CHANGE	**-**	**156**			**(29,844)**
BEGINNING FUND BALANCE	**276,594**	**276,594**			**276,594**
ENDING FUND BALANCE	**276,594**	**276,750**			**246,750**

313 PARK IMPACT FEES FUND Restricted by FL Statute	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
313 Park Impact Fee Fund-12 Permits, Fees, & Special Asse	20,000	26,706	-	(6,706)	26,706
313 Park Impact Fee Fund-15 Miscellaneous Revenues	5,500	18,829	-	(13,329)	18,829
313 Park Impact Fee Fund-17 Transfers In	-	-	-	-	-
313 Park Impact Fee Fund-17b Use Fund Balance	541,003	-	-	541,003	-
PARK IMPACT FEES CASH IN	566,503	45,535	-	520,968	45,535
313 Park Impact Fee Fund-22 Operating Expenses	-	1	-	(1)	1
313 Park Impact Fee Fund-25 Capital Outlay	566,503	99,285	250,000	217,217	349,285
313 Park Impact Fee Fund-26b Add to Fund Balance	-	-	-	-	-
PARK IMPACT FEES CASH OUT	566,503	99,286	250,000	217,217	349,286
NET CHANGE	**-**	**(53,751)**			**(303,751)**
BEGINNING FUND BALANCE	**511,473**	**511,473**			**511,473**
ENDING FUND BALANCE	**511,473**	**457,722**			**207,722**

324 2024 CONSTRUCTION LOAN FUND Restricted by FL Statute	FY 2025 Budget	FY 2025 YTD Actuals	Encumbrances	FY 2025 Available Budget	FY 2025 Projection
324 2024 Bond Capital Project Fund-15 Miscellaneous Rev	-	461,359	-	(461,359)	461,359
324 2024 Bond Capital Project Fund-16 Other Sources	25,000,000	25,000,000	-	-	25,000,000
324 2024 Bond Capital Project Fund-17 Transfers In	-	1	-	(1)	1
324 2024 Bond Capital Project Fund-17b Use Fund Balance	62,766	-	-	62,766	-
2024 CONSTRUCTION LOAN CASH IN	25,062,766	25,461,360	-	(398,594)	25,461,360
324 2024 Bond Capital Project Fund-22 Operating Expense	-	26	-	(26)	26
324 2024 Bond Capital Project Fund-25 Capital Outlay	14,981,237	5,162,070	7,898,991	1,920,175	13,061,062
324 2024 Bond Capital Project Fund-26 Transfers Out	10,081,530	10,076,582	-	4,948	10,076,582
TRANSPORTATION IMPACT FEES CASH OUT	25,062,766	15,238,678	7,898,991	1,925,097	23,137,669
NET CHANGE	**-**	**10,222,682**			**2,323,691**
BEGINNING FUND BALANCE	**-**	**-**			**-**
ENDING FUND BALANCE	**-**	**10,222,682**			**2,323,691**
END	**END**	**END**	**END**	**END**	**END**

ITEM # 2025-1099

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: October 6, 2025
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.I.

TO: City Council

THRU: Larry Jones , City Manager

FROM: Rey Bailey, City Clerk

DATE: September 30, 2025

SUBJECT: Draft Minutes of Standing Boards & Committees - **Informational Only**

I. BACKGROUND:

Please see an attached copy of the draft minutes of the September 23, 2025, Parks & Recreation Committee and September 10, 2025, Harbor CRA Advisory Committee meetings.

Harbor CRA Advisory Committee – September 10, 2025

Motions Adopted:

Boardwalk Safety Patrol
Motion by Chairman Stephens, seconded by Committee Member Bell, to recommend that the City Council request the Sheriff's Office Community Resources Officer conduct patrols of the boardwalk at the end of each shift during the offseason. The purpose is to ensure public safety and verify that the boardwalk area remains adequately lit. Motion passed 4-0.

Camera Systems Work Plan Update
Motion by Chairman Stephens, seconded by Committee Member Tadlock, for the committee to amend the Destin Harbor CRA camera systems work plan to include the following: If the City elects to use LAZ Parking's payment system or a compatible QR code payment system, efforts should be made to integrate the Turing System for license plate recognition. Motion passed 4-0.

ITEM # 2025-1099

Parks & Recreation Committee – September 23, 2025

The committee did not adopt any significant motions at this meeting.

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: None - for information only

Attachments:

1. 9-10-25 - Draft Harbor CRA-AC Minutes
2. 09-23-2025 Parks & Recreation Minutes draft

DRAFT

MINUTES
HARBOR COMMUNITY REDEVELOPMENT AGENCY
ADVISORY COMMITTEE MEETING
SEPTEMBER 10, 2025 - 5:30 PM
DESTIN CITY HALL ANNEX CHAMBERS

1. CALL TO ORDER:

The Harbor Community Redevelopment Agency Advisory Committee meeting was called to order by Chairman Stephens in the Destin City Hall Annex Council Chambers at 5:30 p.m., on September 10, 2025, followed immediately with the Pledge of Allegiance.

2. ROLL CALL:

Present	Absent	Staff Present
John Stephens	Jay Howard	Kim Montgomery Deputy City Clerk
Lance Johnson	Jim Green	Steve o'Connor CD Deputy Director
Guy Tadlock	Casey Jones	Jesse Hernandez Planner
Marium Paulino		Kyle Bauman Special Projects Counsel

3. AGENDA APPROVAL:

Motion by Committee member Johnson to approve the agenda with Committee member Tadlock providing the second, the motion passed 4-0.

4. APPROVAL OF MINUTES:

- **August 13, 2025**

Motion to approve the August 13, 2025 minutes as written was made by Committee member Johnson with Chairman Stephens providing the second. The motion passed 4-0.

5. CURRENT BUSINESS:

- **Development and City Projects Update – Senior Planner Jesse Hernandez**

  - **Harbor Walk Village, Phase II:** Resubmitted materials for council consideration regarding parking provisions and vessel capacity compliance. Staff reviewing to determine readiness for council presentation.
  - **Destiny Subdivision:** Stormwater management system approved and issued.
  - **Shores at Crystal Beach:** Joint city–county project has submitted; currently in Technical Review Committee (TRC) review.
  - **Clement Taylor Park:** Construction fencing is being installed prior to the commencement of the construction, which should commence soon.
  - **Norriego Point:** Is briefly closed for the utilities to get hooked up and would reopen soon.

➢ **DICUSSION**

- **The temporary parking initiative at One Harbor Blvd.**, was denied due to the property's zoning, which does not allow for that use.
- **eBikes –** Members briefly discussed this ongoing concern.
- **OCHIP Workshop** in Niceville on Wednesday, October 1, 2025 at 6 p.m. at the Niceville Community Center.
- **Festive Marketplace Boundaries discussion**
  - Concern about the Festive Marketplace guidelines was raised by member Tadlock noting that he has seen people walking around with beer bottles and people leaving the area crossing Hwy. 98 with open containers and questionable drinks in their possession.
    - Discussed the need for prohibition signage for ongoing issues, glass, skateboards, bicycles, etc.
    - Staff will provide easement information at an upcoming meeting.

➢ **Marler Bridge Update –**

- Mr. o'Connor announced that Mr. Bradley Touchstone, an esteemed Bridge Architect, has offered his expertise and services pro bono, to the city for potential bridge replacement design.
- The Harbor CRA, Harbor & Waterways and Public Works Public Safety Committee will be tasked to review and provide input.
- Committee members were encouraged to reflect on the bridge project and come prepared with questions, ideas, or recommendations for discussion at that session.
- It was noted that obtaining support from various stakeholders, including boat clubs, yacht clubs, nearby towns and cities, is important.
- Once local support is solidified, a formal request will be submitted to the Florida Department of Transportation (FDOT**)** and the consultants currently working on the feasibility and environmental studies related to the project.
- PD&E studies have been combined and are ongoing.
  - Concern over where the landing would be at both ends was expressed.

6. COMMITTEE MEMBER COMMENTS:

➢ **Committee member Paulino –**

- Expressed concern about the lighting along the areas of the boardwalk and the need to ensure that they are working correctly, now that it's off season and starting to get dark earlier.
- Signage/Directional Maps – what all is allowed along the individual easements.
  - Staff will investigate this, and report back.

- Staff suggested she create a work plan for this subject.

Motion by Chairman Stephens, seconded by Committee member Bell to recommend City Council request for the Sheriff's Department Community Resources Officer to patrol the boardwalk near the end of each shift in the offseason to ensure the safety of the boardwalk and review that it is well lit. The motion passed 4-0.

- **Committee member Tadlock –** Asked for an update on the camera system as well as the status of Phase II of the Boardwalk heading east.
  - Chairman Stephens responded that the work plan for the cameras still needs Council's approval.

Motion by Chairman Stephens, seconded by Committee member Tadlock to update the work plan for the camera systems in the Destin Harbor CRA, adding that if the city uses the LAZ parking company's payment system or QR code payment system that works that we try to use the Turing System for the license plate reader. The motion passed 4-0.

  - Staff explained the eastward boardwalk still has the large hurdle at the Destin Yacht Club.

- **Chairman Stephens –** Reported having his business' 55-gallon drum of used motor oil picked up by a company out of Robertsdale, AL called Shoreline Environmental

  - **2024 Annual Report/Work Plans:**
    - The Chairman provided a detail list of their motions made for the past year with the members to implement into the Annual Report.
    - Questioned the need for the document to be signed by Chair and Cice Chair.

  - **Next meeting: October 8, 2025**

7. ADJOURNMENT:

Having no further business at this time, the meeting was adjourned at 6:45 PM.

Adopted and approved this _____ day of _____ 2025.

_____ _____

John Stephens, Chairman Kim Montgomery, Deputy City Clerk

MINUTES OF THE
PARKS & RECREATION COMMITTEE
DESTIN CITY HALL BOARDROOM
SEPTEMBER 23, 2025, - 4:00 PM

1. CALL TO ORDER:

Chairwoman Weidenhamer called the Parks & Recreation Meeting to order at 4:03 p.m. on Tuesday, September 23, 2025, in the Destin City Hall Boardroom immediately followed by the Pledge of Allegiance.

2. ROLL CALL:

Members Present	Members Absent	Staff Present
Autumn Weidenhamer	Aubrey Santucci	Lisa Firth Parks Recreation Director
Jessica Jullian	Matthew Sweetser	Ryan Reed P&R Deputy Director
Andrea Ansley		Bryan Kellar Recreation Supervisor
Alison Stephens		Sharon Gardner Records Mgmt. Specialist
Jan McGraw		Jeff Cozadd Projects/Grant/Contracts Mgr.

3. APPROVAL OF MINUTES:

A. August 26, 2025, Parks & Recreation Minutes

Chairwoman Autumn Weidenhamer asked for approval of minutes or for any changes to the agenda.

Committee members Alison Stephens and Jessica Jullian mentioned their names were misspelled and asked for corrections to the minutes**.**

Motion made by Chairwoman Weidenhamer to approve the minutes with corrections, committee member Jessica Jullian provided the second.

Motion passed 5-0. Committee members Sweetser and Santucci were absent from the meeting.

4. OLD BUSINESS:

1. Artificial Turf- Jeff Cozadd Projects/Grants/Contracts Manager

Jeff Cozadd provided a detailed update regarding the progress and funding strategy for the installation of artificial turf fields at Dalton Threadgill Little League Park. He reported that City staff had visited the park approximately two weeks prior to evaluate the site. The City is currently developing a drainage design to be installed beneath the artificial turf. This design is a critical first step in the project's construction sequence. It was noted that the Little League organization is taking the lead in ordering artificial turf material from the vendor.

Mr. Cozadd also stated he is preparing an application for the FRDRP (Florida Recreational Department Assistance Program) which is due by the end of the month.

He anticipates submitting the application by the end of the week or early next week, noting that a few elements still need to be finalized before submission.

Discussion continued regarding the total cost of the turf installation which is estimated to be in the range of $180,000 to $190,000, with the Little League committing to fund half of the turf expenses. The City will cover the remaining half, partially through in-kind services primarily from the Parks and Recreation and Public Works Departments.

Mr. Cozadd emphasized that this approach would support the City's eligibility for matching grant funds without requiring additional cash expenditures. He also explained the City would be submitting a retroactive application to the grant program. This means the City will proceed with project implementation ahead of grant approval. If the grant is later approved, the City will be reimbursed for its eligible expenses, assuming all compliance requirements are met.

The rationale for the retroactive approach was summarized as follows:

- The state will not finalize its fiscal budget—and thus the grant funding decisions—until July of the next calendar year**.**

- Mr. Cozadd stressed that waiting until July to begin the project would delay completion beyond the start of the next Little League season.

- To avoid this, the City has opted to proceed proactively with construction, accepting the risk that grant funding is not guaranteed.

- It was noted that none of the FRDAP applications from the previous year were funded due to budget constraints.

- Mr. Cozadd pointed out that funding availability varies year to year, and the City will submit the application regardless, in hopes of securing partial reimbursement.

Discussion between committee members and Mr. Cozadd regarding if this project had been budgeted, and if not, whether funding this project meant another project would be deferred. Mr. Cozadd responded, confirming that the project was not originally budgeted, but was added during final adjustments to the current fiscal year budget. The project was a last-minute addition but has been fully encumbered and will be funded in the upcoming fiscal year.

Mr. Cozadd concluded by reiterating that the project is moving forward as scheduled and committed to providing further updates as developments occur.

OLD BUSINESS CONT'D:

B) Update on Christmas Parade Float-

It was discussed that creating a float with committee participation would be problematic under Sunshine Law. The concern is that committee members working together on a float project could inadvertently be considered a meeting outside of public notice requirements, particularly if City-related business were discussed in the process. While participation is not prohibited, the legal and procedural barriers make a collective float project very difficult. It was mentioned that members could instead walk in the parade together with family, friends, or pets, without creating a formal float. This would be comparable to attending a public event simultaneously without violating Sunshine Law provisions.

Alternate ways members could contribute included the following:

- Wearing matching Parks and Recreation volunteer t-shirts during the parade.
- Assisting with event operations, such as parking management, cleanup, or general logistics.

C) Park Inspections: Deputy Director Ryan Reed

Deputy Director Ryan Reed opened the discussion by mentioning that during a prior meeting, it had been suggested that the committee might consider conducting more than two inspections per person. Although there was no consensus or specific number agreed upon during that previous discussion, the idea of increasing the number of inspections was generally well received. Deputy Director Reed reminded members to email him if they had preferences for specific parks to inspect. Members were encouraged to visit any parks they wanted to at any time, and to document their observations.

Chairwoman Weidenhamer inquired if there was a current system in place to track updates or improvements made as a result of the park inspections. Deputy Director Reed confirmed that improvements are being tracked. He explained that after receiving inspection reports, any noted issues-especially serious ones-are communicated to Recreation Supervisor Bryan Kellar for follow-up action. He noted that while some actions are taken swiftly, they admitted that they could improve communication back to the committee about what issues have been addressed. As a solution, he proposed creating a summary report to improve transparency and accountability.

5. NEW BUSINESS:

Parks & Recreation Director Lisa Firth announced the Grand Marshals for this year's Christmas parade will be the 3 remaining wives that originally started the first Destin Seafood Festival. These women initiated the event many years ago as a way to raise funds while their husbands were out working on the water during the month of October. The women had begun their fundraising efforts at the Village Cheese Shop, located on the hill where the Emerald Grande current parking lot is located. This grassroots effort eventually evolved into what became the long-standing Destin Seafood Festival.

6. COMMITTEE MEMBER COMMENTS/QUESTIONS

A) Autumn Weidenhamer-Annual Report Presentation Draft

Chairwoman Weiednhamer initiated the discussion by noting that the annual report had been a recurring topic of conversation. She expressed optimism that progress was being made, stating that there does appear to be a formal format for the report, which would provide needed structure. She also mentioned that she had drafted a PowerPoint presentation to accompany the report, though it couldn't be shared at the meeting since it wasn't included in the meeting packet.

The draft included the following:

- An introduction to the committee
- The committee's work plan
- A record of motions passed
- Documentation of progress achieved, such as the number of updates resulting from park inspections.

Chairwoman Weidenhamer proposed that this presentation could be delivered to City Council along with the written report. She encouraged participation from other members so the presentation would feel like a committee initiative rather than being delivered by one individual. She suggested making the presentation engaging and fresh.

Committee member Andrea Ansley asked whether the Adopt-a-Park Program falls under the committee's work plan, specifically raising concern about the minimum age requirement. The current guideline requires participants to be at least 12 years old with parental permission. Director Firth clarified that the guideline was likely intended to ensure accountability when multiple children are involved, remarking that if large groups of nine-year-olds participated, questions of responsibility would arise. Committee member Ansley continued that her concern was primarily about family participation, not large unsupervised groups and she wanted to ensure families adopting a park would not feel excluded if they wanted to involve younger children in the work. Deputy Director Reed confirmed that updates to the program guidelines were already pending and that this adjustment could be included.

Chairwoman Weidenhamer shifted the conversation to the annual report, noting that work plans (such as Adopt-a-Park and Arbor Day) should be included. She encouraged the committee members to take ownership of specific programs, particularly since a previous member was still listed as the lead on many of them. Deputy Director Reed instructed the committee members to send the updated plans directly to him and he would ensure they were included in the agenda for the next meeting, provided it had not already been approved. He emphasized the importance of timely submissions so items can be properly published and included on the agenda.

B) Alison Stephens- No comments.

C) Jessica Jullian- E-bike workshop and Destin Forward Class Projects.

Committee member Jullian shared information from a recent Destin Forward class session where Captain Jason Fulghum of the Okaloosa County Sheriff's Office spoke about an upcoming e-bike workshop scheduled for October 1st in Niceville, and it also offered an online participation option.

Key items discussed:

- **E-Bike workshop:** Committee members were encouraged to attend or tune in to the October 1st e-bike workshop, hosted by the Okaloosa Sheriff's Office, either in person or online.
- **Information Sharing:** Deputy Director Reed will distribute the workshop link to committee members once it is available.
- **Potential Project- E-Bike Park:** The idea of exploring an e-bike park was flagged as a possible long-term initiative, with committee member Aubrey Santucci noted as a key advocate.
- **Destin Forward Partnership:** Opportunities with the Destin Forward class were discussed, including potential improvements to Clement Taylor Park (pavilion and schoolhouse). Committee members were encouraged to keep these prospects in mind for collaboration.

Councilwoman Sandy Trammell approached the microphone and shared updates from a recent Parks Foundation meeting regarding Clement Taylor Park

- Fundraising for the Clement Taylor Park pavilion/schoolhouse project is ongoing.
- Current funds total $15,000, expected to increase to $22,000, but significantly more is needed.
- A schematic rendering is the next essential step; once completed, fundraising and donor engagement can accelerate.
- Jay Howard is coordinating with the architect to produce the rendering.
- The timeline may not align with the Destin Forward class project window, though the class remains interested in participating.
- Potential for additional features, such as bronze statues, is under consideration depending on funding levels.

D) Jan McGraw- No comments.
E) Aubrey Santucci- Absent
F) Matthew Sweetser-Absent

G) Andrea Ansley-
1) Grant for Bike Helmets:

Committee member Ansley recalled a program from approximately 12-13 years ago when she previously served on the Public Works and Public Safety Committee. At that time, the Florida Department of Transportation offered grants to communities for the distribution of free bicycle helmets.

The following points were discussed among the committee members and staff:

- Revisiting the FDOT bicycle helmet grant program to secure helmets for community distribution.

- Potential partnership with the Parks Department to mirror the successful structure of the prior initiative.
- Committee members to consider supporting a joint grant application and event, possibly aligned with future parades, Friday Night Bites, or community celebrations.
- Follow-up research is needed to confirm whether current grant funding for helmet programs is available.
- Presenting the idea to the Public Works/Public Safety Committee meeting for cross-collaboration.
- Explore corporate grant opportunities (e.g., Walmart, Target) for interim or supplemental funding.
- Include this initiative in the work plan for continuity.

Andrea Ansley-
2) Volleyball nets at the Elementary School/Football Fields:

Committee member Ansley inquired about the net set up at the end of the football field by the track at Destin Elementary School. She inquired if it might be possible to install a permanent net at that location and raised concerns about whether it would interfere with school operations, landscaping, or the football field itself.

Deputy Director Reed responded, explaining that the issue would first need to be discussed directly with the school administration. He noted that while technically possible, a permanent net could cause damage to the landscaping and field turf. He pointed out potential conflicts with school athletics, particularly football, since the proposed location was behind the goalposts. He suggested that while a permanent net would likely require frequent replacement it should ultimately be a decision for the school, and the City could facilitate a discussion with the school to determine feasibility and interest.

Andrea Ansley-
3) Construction fence at Clement Taylor Park:

Committee member Ansley reported that someone had approached her regarding the fence at Clement Taylor Park, suggesting it be moved approximately two feet back from the sidewalk to avoid obstruction.

Parks and Recreation Director Lisa Firth clarified that the issue had been the subject of discussion. While shifting the fence may not be feasible, they acknowledged that the sidewalk access is blocked and noted the need for a temporary crosswalk to direct pedestrians safely across the street. She stated they had already forwarded the concern to Public Works and would follow up at a scheduled meeting the next evening.

Committee member Ansley also praised the staff's presence and support during the soccer game held on Friday. She reported that everything ran smoothly, staff were visible and actively helping attendees navigate the fields, and the event was well organized.

7. STAFF REPORTS: Update on tree plantings from grant.

Deputy Director Reed gave the following summary of discussion:

- Trees from the grant awarded in March are finally being received and will be planted starting tomorrow.
- A total of 12 trees is being installed: 4 at the dog park and 8 at the Kel-Aire South park per the grant's distribution requirements.
- Tree types include oak, willow, maple, and holly.
- The planting aims to restore shade and improve aesthetics in the designated areas.
- Photos and updates will be shared with the committee once planting is complete.

Fall Festival-

Beatrice Miller Labrada - Recreation Supervisor announced the Fall Festival is scheduled for October 27th from 5pm-8pm at the Community Center. Volunteers are needed, particularly to assist with concessions and committee members were invited to participate and to coordinate with the event organizers.

City of Destin Open House-

Director Lisa Firth announced the open house will be October 22nd from 11am-1pm, and the Parks and Recreation department will have a table at this event. Committee members were invited to attend this free event at the Community Center.

Updates to various projects:

Director Lisa Firth gave a summary of the ongoing park projects:

- Clement Taylor Park: Construction work has officially started.
- Norriego Point: Project nearing completion.
- Annex Pickleball Courts: Construction has begun.
- Morgans Sports Complex: A new batting cage has been installed.
- Buck Destin Park: The basketball court is being resealed; a long-requested improvement.

Upcoming events:

Recreation Supervisor Bryan Kellar gave a summary of upcoming Parks and Recreation Events and Registrations:

- Friday Night Soccer: Games are scheduled for this Friday afternoon.
- Football: Home football games scheduled for Friday.
- Youth Flag Football: Registration begins Friday.
- Basketball: Registration opens October 2nd with events beginning October 8th.
- Parking for Friday night soccer: spectators will use the east parking lot at Morgans, coordinated with the school district, and there will be a shuttle available for people to ride to the Destin Seafood Festival.

8. PUBLIC COMMENTS FROM THE AUDIENCE:

Councilwoman Sandy Trammell introduced Neil Bawa, her mentee from the Collegiate High School, who is learning about city government through attending various public meetings.

She also suggested involving the Parks and Recreation Committee in upcoming events, such as walking alongside floats during parades to interact with the audience, similar to the Rotary Club's role. Director Firth also added that the Rotary sponsors parade candy distribution and noted this could be a good opportunity for committee members to participate while representing Parks and Recreation.

Councilwoman Trammell also shared that the Escambia County Sheriff's Department recently received a safety grant for installing streetlights in Pensacola. She encouraged the committee to connect with the Sheriff's Office for potential funding opportunities to support helmets or other safety initiatives. She then spoke on the subject of an E-Bike Seminar she attended at the League of Cities conference. Key points included the following:

- E-bikes are increasingly viewed as a mode of transportation for lower-income residents and the homeless.
- Cities cannot restrict e-bikes, though speed limits may be applied.
- Enforcement is challenging because e-bikes cannot be easily tracked by radar.
- Some models travel up to 40 mph creating hazards on sidewalks.
- Larger cities can create dedicated bike/e-bike paths, but Destin lacks the land for such infrastructure.

She suggested more bicycle safety education, recalling hands-on classes held in the past with cones, stops, and intersections.
She concluded by expressing support for the committee's ongoing work on goals and objectives.

9. NEXT MEETING DATE:

Chairwoman Weidenhamer announced the next meeting date is October 28, 2025

10. ADJOURNMENT:

Having no further discussion, the meeting was adjourned at 5:04 PM

Adopted this _____day of _____2025

_____ _____

Autumn Weidenhamer, Chairwoman Sharon Gardner, Records Mgmt. Specialist

ITEM # 2025-1076

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: October 6, 2025
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.J.

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