

**DESTIN CITY COUNCIL MEETING
FEBRUARY 17, 2026
ANNEX COUNCIL CHAMBERS
6:00 PM**

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

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. PW/PS Committee 2025 Annual Report/2026 Work Plan
 - B. Rapid Flashing Beacon Potential Placement - Two Locations
- 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. Replacement of 2017 John Deere 5055E Tractor (Parks & Rec), authorization to issue a Purchase Order
 - B. Reimbursement to Mayor Bobby Wagner for expenses incurred while traveling to Tallahassee, Florida to attend the Florida League of Cities Legislative Action Days and Florida League of Mayors events from January 26-29, 2026.
 - C. Destin Little League Opening Day Parade Request for use of City Right-of-way
 - D. Approval of minutes of February 2, 2026, Regular City Council Meeting
- 4. CITY MANAGER REPORTS Announcements**
 - A. Destin Fire District-Beach Safety Contract 2026
 - B. Resolution 26-02, Amendment to the Schedule of Fees, Section 2 (Building Permit and Developer Fees, correction) & Section 4 (34450X), Parking Facilities User Fees
 - C. Work Authorization Half Associates for Crosstown Phase 2 CEI
 - D. Annexation Metes & Bounds Authorization
 - E. Artificial Intelligence in Planning Review Process (an Update)
 - F. Capital Project Status - **Informational Only**
 - G. TDC Monthly Report - **Informational Only**
 - H. Operations Financial Report - **Informational Only**
 - I. Minutes of Boards and Committees - **Informational Only**
 - J. 446 Calhoun Avenue Update

K. Announcements

5. PUBLIC HEARINGS

- A. Second reading of Ordinance 26-05-LC - Amending Article 8, "Transportation" of the Land Development Code; amending Section 8.06.00, "Vehicle and Parking Standard" and Section 8.09.00, "Multimodal Transportation District"; deleting multimodal Transportation District (MMTD) and replacing with "Parking Standards for Commercial Mixed-Use, Multifamily and Transit Oriented Development"; amending and removing parking reduction options; removing on-site parking maximums; removing alternative parking options as set forth herein; deleting Map 8-4 "Multimodal Transportation District Map."
- B. First reading of Ordinance 25-28-LC - Amending Table 7-2 of the Land Development Code - "Table of Allowable Uses" to add coffee and tea manufacturing as a conditional use within the Industrial zoning district.
- C. First reading of Ordinance 26-11-CC - Amending Section 14-86 relating to application to city council for reduction of existing code compliance liens.

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

- A. Councilmember Braden
- B. Councilmember Trammell
- C. Councilmember Destin
- D. Councilmember Bagby
- E. Councilmember Hebert
- F. Councilmember Geile
 - 1) Projects Status/Updates
- G. Councilmember Schmidt
- H. Mayor Wagner
- I. City Attorney Kimberly Romano Kopp
 - 1) Call for Executive Session in Kristopher Ross Mercurio v. City of Destin, 2022 CA 3170 (Okaloosa County)

7. PUBLIC COMMENTS

8. ADJOURN

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

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

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

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 17, 2026
TYPE OF AGENDA ITEM: Presentation
AGENDA OUTLINE NUMBER: 1.A.

TO: City Council

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

FROM: Joe Bodi, Deputy Director, Public Works
Michael Burgess, Public Works Director

DATE: January 30, 2026

SUBJECT: PW/PS Committee 2025 Annual Report/2026 Work Plan

I. BACKGROUND: This is an annual event to report all committee work and provide the proposed work plan to City Council. The Committee Chair, Jim Wood presenting the item.

II. DISCUSSION: The back up information includes the report and work plan. Please review and comment. The committee reviewed and approved the annual report and work plan for presentation to City Council on February 10th.

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 Committee Chair is looking to gain consensus from City Council on the content of the report for 2025 and work plan for 2026.

IV. RECOMMENDED MOTION: I move that the City Council approve the PW/PS Committee 2025 Annual Report/2026 Work Plan as presented.

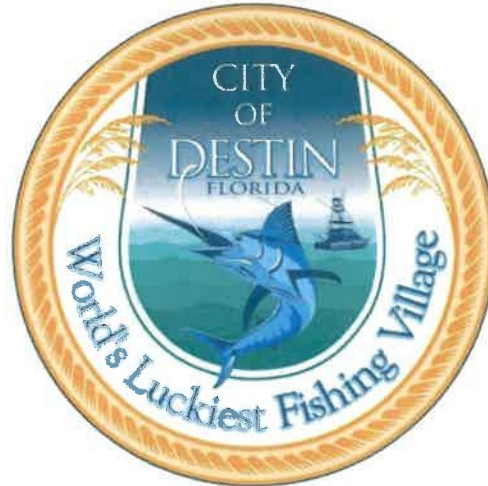
Attachments:

1. PWPS Work Plan
2025 dtd 30 Sept
2025 End of Year

ITEM # 2026-323

2. Review
PWPS Work Plan
2026


DESTIN PUBLIC WORKS/SAFETY COMMITTEE




WORK PLAN FOR FISCAL YEAR 2025

Respectfully Submitted,

11 Mar 2025


James T. Wood Jr.
Chairman, PW/S Committee


John Green
Vice Chairman, PW/S Committee

Public Works/Safety Committee

The Public Works/Safety committee is comprised of seven (7) members, each serving four-year terms consecutive with that of the Councilor making the nomination. The committee members elect a new Committee Chairperson and Vice Chairperson following new city elections once new committee members are chosen at the first available meeting.

MEETING DATE/TIME: The second (2nd) Tuesday of each month at 5:30 p.m. The meeting location is the City Hall Annex facility across Commons Drive from the main City Hall facility (the current City Council Meeting location).

STAFF LIAISON: Public Services Department

MISSION STATEMENT: The Public Works/Safety committee's purpose is to identify and review various functional areas relating to public works and safety, including street construction and maintenance, public parking areas and sidewalks, City rights-of-way, and the like; assess the need for projects relating to matters of public safety including, but not limited to, traffic signals, streetlights, crosswalks and emergency management information; and to staff recommendations to City Council. The committee's objectives shall be based upon implementation of the City's Comprehensive Plan. An additional mission assigned by the City Council is to serve as the City Surtax Committee making recommendations to the City Council on use of funds from the recent Okaloosa County ½ cent sales tax referendum.

Florida Sunshine Compliance: The Public Works / Safety Committee as an advisory committee to the Destin City Council is required by law to operate within Florida Governmental Sunshine Laws. The practical impact of the law is to limit all of your conversations with fellow committee members on topics currently or potentially coming before the committee to the meeting itself and no conversations outside of the meetings. Additionally, and purely as a recommendation, when e-mailed by staff as a meeting/issue topic, never select "reply to all" as other committee members may have been addressed on the original e-mail. Selecting "reply to all" is not in itself a violation; but may inadvertently lead to comments between committee members that could then be construed as violations of the law.

How to Join the Committee: <https://www.cityofdestin.com/FormCenter/City-Clerk-9/Committee-Volunteer-Application-57> (fill and submit the application on-line).

Committee Goals and Strategies:

Goal 1: Provide Destin's citizenry with a venue for raising community issues in the public works and safety arenas. **Strategy:** Conduct meetings on the second Tuesday of each month, conduct research and analysis, prioritize and provide recommendations to the Destin City Council.

Goal 2: Review citywide public works projects for efficiency, cost, effect on safety and consistency with City of Destin Mobility Plans and other applicable documents. **Strategy:** Review 5 - Year Pedestrian Facilities Plans: Pathways Master Plan, sidewalk plan, road resurfacing plan, roadway restriping plan and evaluate alternatives and prioritize for implementation. Review individual assigned areas for issues and improvements

Goal 3: Develop, manage and implement a process that allow for citizens to request speed humps, stop signs and other regulatory/traffic calming options be added to neighborhoods. **Strategy:**

- Develop the processes for review
 - Ensure posting on the city website
 - Review, conduct analysis, prioritize and make recommendations to City Council
- Note: In order to facilitate these actions, we will ensure proper equipment on hand, calibrated and deployed as needed to collect stealth speed data, crash data etc. and collaborate with the Okaloosa County Sheriff's Office in order to fully understand issues.

Goal 4: Review, update, implement policy leading to improved safety for Pedestrian and LSV operations citywide: **Strategy:**

- Annually review city LSV operations and pedestrian safety issues
- Submit recommendations to policy changes
- Recommend additional Pedestrian Flashing HAWK systems for use
- Add additional crosswalk striping where appropriate

Goal 5: Review each of our areas of responsibility for safety, damage and other concerns on a monthly basis: **Strategy:** Ensure a continual review of issues, reporting, tracking and ultimately reporting to Council on success.

Goal 6: Serve as an advisory committee to the Destin City Council recommending projects for funding from the recent Okaloosa County ½ cent sales tax referendum. Approximately 10% of the annual funds will be set aside for committee project recommendations. **Strategy:** Ensure fiscal prudence applied to spending and that overall spending is within budget constraints.

Goal 7: Provide an avenue for citizen concerns and input on stormwater management issues including: Localized flooding issues, Drainage system failures, City wide Stormwater Master Plan Update, Stormwater Utility Fee adoption. **Strategy:** Provide a dedicated public comment period in each scheduled meeting for citizen input

Results for FY 25

- Approved 3 sets of Rapid Flashing Beacons – all currently installed:
 - Durango and Guld Shore Drive
 - Entrance to Holiday Isle on Gulf Short Drive
 - Beach Dr and Mountain Dr.
- New Property Maintenance Code approved.
- Started process of developing a new E-Bike ordinance that culminated in a County wide forum. That process is on-going and the Ordinance template that was developed from that forum has been passed on first reading in Niceville and Crestview and has been provided to staff for coordination within the Destin staff. Spent several meetings on this topic.
- E-Bike flyers were coordinated with PIO Dr. Tamara Young and provided to the top 10-15 employers in Destin.
- Area reviews were completed. Area infrastructure provider assistance could use improvement. Not a good news story.
- We assessed the Osteen Park area for traffic calming devices. Analysis showed that speeding is not a major issue in the area (85th percentile not met). There are several signed crosswalks in the area that for the time being should be sufficient.
- We spent \$61,000 on TRASF funds for FY25 all for the Airport Rd/Commons Dr. crosswalks in conjunction with the Linear Park with Volker. We did encumber \$28,571 for projects approved in FY25 that are not installed (3 sets of Rapid Flashing Beacons – above).
- We reviewed and recommended approval on road resurfacing, striping and sidewalk plans
- Reviewed a request to move a traffic light control box at 662 Highway 98 at Grand Harbor Condos (FDOT action, expensive and local tree trimming can provide major improvements.)
- A review of our spending history since FY21:

SUMMARY BY PROJECT TYPE

Airport/Commons Crosswalk	64,500.00	Set for Linear Trail
Flashing Signage	40,295.54	6 signs
Pedestrian Crosswalk Beacons	131,111.74	12 Sets
Radar Device (Speed counts)	2,387.50	1 event
Speed Humps	47,587.23	3 installs/6 humps
	285,882.01	

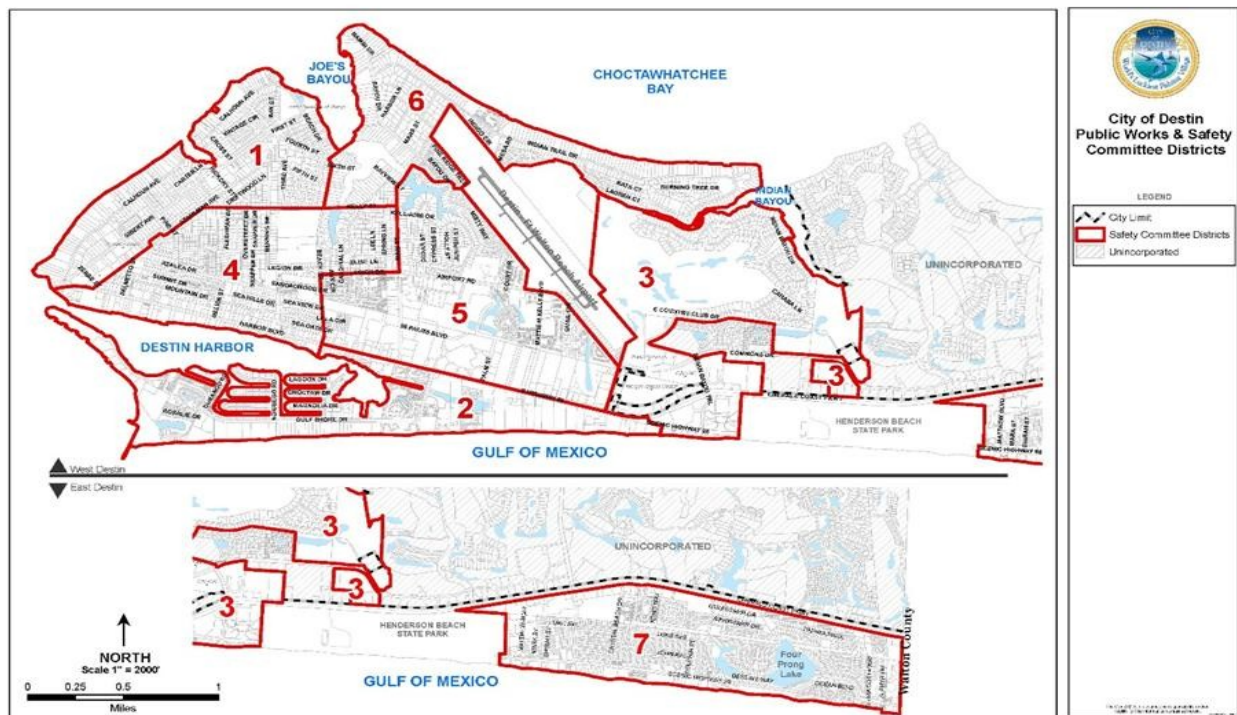
PUBLIC WORKS/PUBLIC SAFETY COMMITTEE

James T. Wood Jr – Chairman / John Green – Vice Chairman
Tom Weidenhamer, Marcie Bell, Curtis Smith, Tami Weidenhamer, Vacant

CITY OF DESTIN **PUBLIC WORKS/PUBLIC SAFETY COMMITTEE** **AREA ASSIGNMENTS AS OF Mar 2025**

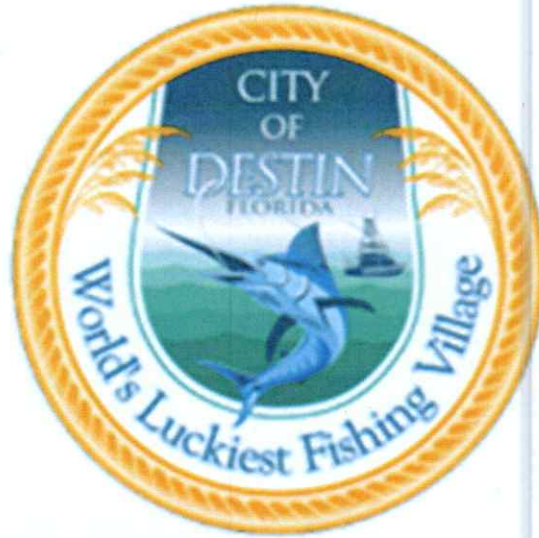
- Review assigned area at least monthly for any safety concerns.
- Review area for proper signage, condition of roads, sidewalks, bike paths, medians, streetlights, drainage, etc.
- Review any citizens/homeowners' association concerns/recommendations.
- Report concerns/recommendations at monthly committee meetings.

Area Map



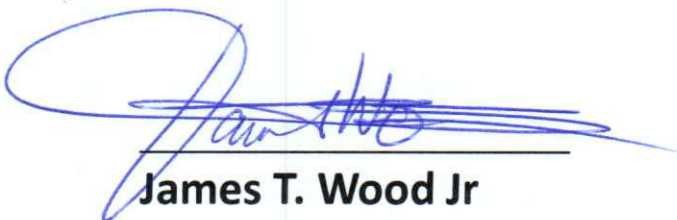
1. Tom Weidenhamer / 2. Marci Bell / 3. Andrae Ainsley / 4. Tami Weidenhamer
/ 5. Jim Wood / 6. John Green / 7. Curtis Smith

Destin Public Works and Public Safety Committee



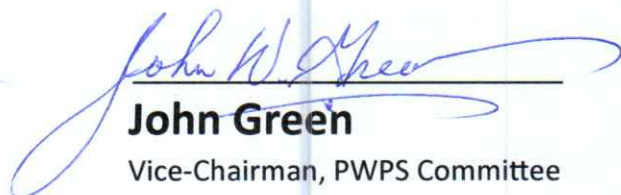
Work Plan for Fiscal Year 2026

10 Feb 2026



James T. Wood Jr

Chairman, PWPS Committee



John Green

Vice-Chairman, PWPS Committee

Public Works/Safety Committee

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Committee Goals and Strategies:

Goals and Objectives for FY26-28

Destin Strategic Vision 2026

Destin is A family-oriented beach and fishing community where people want to live, work & play and where visitors are welcomed to respectfully enjoy our community and its resources.

Destin Prioritized Customers

- Year-round city of Destin residents
- City of Destin-based businesses
- City of Destin visitors

PW/PS Committee Mission Statement: Provide safety and public works policy recommendations and approved projects that enhance overall public safety and quality of life allowing for the implementation of the Destin Strategic Vision 2035 Public Works and Public Safety Committee Internal and external Stakeholders:

Strategic Priority/Focus: **Goal/Objective 1**

*Public Works and Public Safety. Provide public works and safety policy recommendations
And approved projects that enhance overall public safety and quality of life.*

Organizational Objective:

Provide a regular scheduled public venue for raising public issues related to safety and public works including stormwater concerns.

Performance Objective:

1. *Schedule and conduct meetings*
2. *Conduct IAW approved agenda to include stormwater comments as needed*
3. *Motions on policy or improvements tracked*
4. *TRASF funds tracked and expended as needed*

Measurable Outcome(s):

Outcomes	Fiscal Year		
	2025	2026	2027
<i>Scheduled monthly meetings conducted</i>	12	12	12
<i>Agenda published at least 72 hours prior</i>	<i>Work in progress</i>		
<i>Minutes published, approved and signed</i>	12		
<i>Funding oversight to ensure spending within budgetary limits</i>	1	1	

Action Plan:

Task	Resource Needs (persons/organization)	When Complete

<i>Meeting notices, agendas, minutes</i>	<i>PW/PS Staff Liaison and City Clerk's Office</i>	<i>Monthly as needed</i>
<i>Receive, track and expend TRASF funds on projects</i>	<i>Finance Director, PW/PS team, City Engineer</i>	<i>As needed</i>
<i>Recommend changes top city website to aid in public awareness and education</i>	<i>Coordination with PIO and responsible staff section for change</i>	<i>As needed.</i>

Process Improvement: Plan, Do, Check, Act

Improve current agenda process. Slow released agendas hamper our committee members from being able to research and properly prepare for meetings.

Stakeholders:

Internal	External
<i>PW/PS Staff Liaison</i>	<i>Okaloosa County Sheriff's Office</i>
<i>Public Works Director</i>	<i>Residents, Businesses and Visitors to Destin</i>
<i>City Clerk</i>	
<i>City Engineer</i>	

Process Owner:

<u>Department</u>	<u>Name</u>	<u>Title</u>	<u>Phone Number</u>
<i>PW/PS Committee</i>	<i>Jim Wood</i>	<i>Chairman</i>	<i>850 502-9468</i>
<i>E-Mail: jwood@cityofdestin.com</i>			

Strategic Priority: Goal/Objective 2

Review citywide public works projects for efficiency, cost, effect on safety and consistency with City of Destin Mobility Plans and other applicable documents.

Organizational Objective:

Review 5 - Year Pedestrian Facilities Plans: Pathways Master Plan, sidewalk plan, road resurfacing plan, roadway restriping plan and evaluate alternatives and prioritize for implementation. Review individual assigned areas for issues and improvements.

Performance Objective:

Review all listed plan on an annual basis to check for continuity with City of Destin Strategic Goals, CIP funding and overall impacts on public safety and overall quality of life.

Measurable Outcome(s):

Outcomes	Fiscal Year		
	2025	2026	2027
<i>Assess Annual Sidewalk Plan</i>	<i>1</i>	<i>1</i>	<i>1</i>
<i>Assess Annual Road Resurface Plan</i>	<i>1</i>	<i>1</i>	<i>1</i>
<i>Assess Annual Road Restriping Plan</i>	<i>1</i>	<i>1</i>	<i>1</i>
<i>Review New Mobility Plan</i>	<i>1</i>	<i>1</i>	<i>1</i>

Action Plan:

Task	Resource Needs (persons/organization)	When Complete
<i>Assess Annual Sidewalk Plan</i>	<i>Copy of prioritized plan/PW/PS Director, Staff Liaison and Engineer</i>	<i>Annually</i>
<i>Assess Annual Road Resurface Plan</i>	<i>List of planned roads and amount of funding available</i>	<i>Annually</i>
<i>Assess Annual Road Striping Plan</i>	<i>List of planned roads and amount of funding available</i>	<i>Annually</i>
<i>Review New Mobility Plan</i>	<i>Copy of plan and any desired city changes</i>	<i>Annually</i>

Process Improvement:

Improve the operational functionality of established above ground infrastructure as well as improve aesthetic quality of properties, especially commercial ones through the use the Property Maintenance Code and Code Compliance.

Stakeholders:

Internal	External
<i>PW/PS Director/Staff Liaison</i>	<i>N/A</i>

City Engineer	
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Process Owner:

<u>Department</u>	<u>Name</u>	<u>Title</u>	<u>Phone Number</u>
PW/PS Committee	Jim Wood	Chairman	850 502-9468
E-Mail: jwood@cityofdestin.com			

Strategic Priority: Goal/Objective 3

Develop, research, assess and implement safety and Public Works enhancements citywide.

Organizational Objective:

- *Develop the processes.*
- *Disseminate info to the public*
- *Review, conduct analysis, prioritize and make recommendations to City Council.*
- *Budget use of TRSAF Funds(approx. \$100K annually)*

Performance Objective:

- *Processes updated*
- *Public requests reviewed and analyzed*
- *Alternatives considered*
- *Operates within budget*
- *Fixes were applied*
- *Public education*

Measurable Outcome(s):

Outcomes	Fiscal Year		
	2025	2026	2027
<i>Assess all requests</i>	4	TBD	TBD
<i>Conduct proper analysis</i>	4	TBD	TBD
<i>Motions to City Council</i>	3	TBD	TBD
<i>Policy changes or equipment/device installed for public use</i>	3	TBD	TBD

Action Plan:

Task	Resource Needs (persons/organization)	When Complete
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<i>Receive request from the public</i>	<i>N/A</i>	<i>As required</i>
<i>Determine analytical analysis required for determination of recommendation and ultimate installation</i>	<i>Okaloosa County Sheriff's Office PW Director/Staff Liaison City Engineer</i>	<i>As required</i>
<i>Committee assesses based on data and makes recommendations to City Council</i>	<i>Analytical data</i>	<i>As required</i>
<i>Verify installation once approved</i>	<i>PW Director/Staff Liaison City Engineer</i>	<i>As required</i>

Process Improvement:

Enhance/upgrade our ability to properly review and make recommendations on public infrastructure projects. Schedule training/discussions to build committee member knowledge in all required areas.

Stakeholders:

Internal	External
<i>Public Works Dept</i>	<i>Okaloosa County Sheriff's Office</i>
<i>City Engineer</i>	

Process Owner:

<u>Department</u>	<u>Name</u>	<u>Title</u>	<u>Phone Number</u>
<i>PW/PS Committee</i>	<i>Jim Wood</i>	<i>Chairman</i>	<i>(850) 502-9468</i>
<i>E-Mail: jwood@cityofdestin.com</i>			

Strategic Priority: **Goal/Objective 4**

Review, update, implement policy leading to improved safety for Pedestrian and LSV operations citywide

Organizational Objective:

Annually review city LSV/E-Bike operations and pedestrian safety issues. Submit recommendations to policy changes to the City Council. Recommend additional Pedestrian

*Flashing HAWK systems for use add additional crosswalk striping where appropriate.
Recommend policy changes or new Ordinances as needed.*

Performance Objective:

Safety conditions monitored. Policy changes recommended. Public education.

Measurable Outcome(s):

Outcomes	Fiscal Year		
	2025	2026	2027
<i>Review city LSV, bicycle and pedestrian safety issues.</i>	<i>4</i>	<i>TBD</i>	<i>TBD</i>
<i>Submit recommendations for policy changes.</i>	<i>4</i>	<i>TBD</i>	<i>TBD</i>
<i>Use Area Reviews to ensure vision triangles identified and cleared for improved safety, especially for E-Bikes.</i>	<i>1</i>	<i>TBD</i>	<i>TBD</i>

Action Plan:

Task	Resource Needs (persons/organization)	When Complete
<i>Review Plans</i>	<i>Public Works Director/Staff Liaison</i>	<i>As required</i>
<i>Submit recommendation as needed</i>	<i>SAB</i>	<i>As required</i>
<i>Manage TRASF funds to provide improvements.</i>	<i>Funds/Finance Director</i>	<i>As required</i>

Process Improvement:

Continually assess to minimize accidents/deaths in Destin.

Stakeholders:

Internal	External
<i>Public Works Director/Staff Liaison</i>	<i>Okaloosa County Sheriff's Office</i>
<i>City Engineer</i>	

Community Planning Department	
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Process Owner:

<u>Department</u>	<u>Name</u>	<u>Title</u>	<u>Phone Number</u>
PW/PS Committee	Jim Wood	Chairman	(850) 502-9468
E-Mail: jwood@cityofdestin.com			

Strategic Priority: Goal/Objective 5

Review each of our areas of responsibility (1-7) for safety, damage and other concerns on an annual basis.

Organizational Objective:

Provide annual review of infrastructure items in Destin for structural integrity, overgrown properties, clear vision triangles etc.

Performance Objective:

Each committee member drives/walks their assigned areas on an annual basis checking roads, sidewalks, stormwater issues, broken sprinklers, overgrown trees, weeds etc. This review helps ensure safety and overall movement ease in Destin.

Measurable Outcome(s):

Outcomes	Fiscal Year		
	2025	2026	2027
Drive all 7 areas annually	1	1	1
Report back to committee with results/pictures	1	1	1
Prioritized list developed	1	1	1
Public Works coordinates with city staff, area infrastructure to improve the existing conditions	1	1	1

Action Plan:

Task	Resource Needs (persons/organization)	When Complete
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<i>Drive all 7 areas annually</i>	<i>7 members reviewing their areas</i>	<i>Annually</i>
<i>Report back to committee with results/pictures</i>	<i>Schedule agenda time for report to committee</i>	<i>Annually</i>
<i>Prioritized list developed</i>	<i>Following presentations from each member</i>	<i>Annually</i>
<i>Public Works coordinates with city staff, area infrastructure providers to improve the existing conditions</i>	<i>Attentive community partners to fix their issues</i>	<i>Annually</i>

Process Improvement:

Improve overall operations/maintenance using the LDC and Newly passed Property Maintenance Code.

Stakeholders:

Internal	External
<i>Public Services</i>	<i>Cox Cable, Embarq, Okaloosa Gas</i>
<i>City Engineer</i>	<i>Destin Water Users, Live Oak, AT&T</i>
<i>Community Development Staff/Code Compliance</i>	

Process Owner:

<u>Department</u>	<u>Name</u>	<u>Title</u>	<u>Phone Number</u>
<i>PW/PS Committee</i>	<i>Jim Wood</i>	<i>Chairman</i>	<i>(850) 502-9468</i>
<i>E-Mail: jwood@cityofdestin.com</i>			

Results for FY26

At the end of FY26 our committee results will be reported to City Council. The goal will be Oct/Nov 2026.

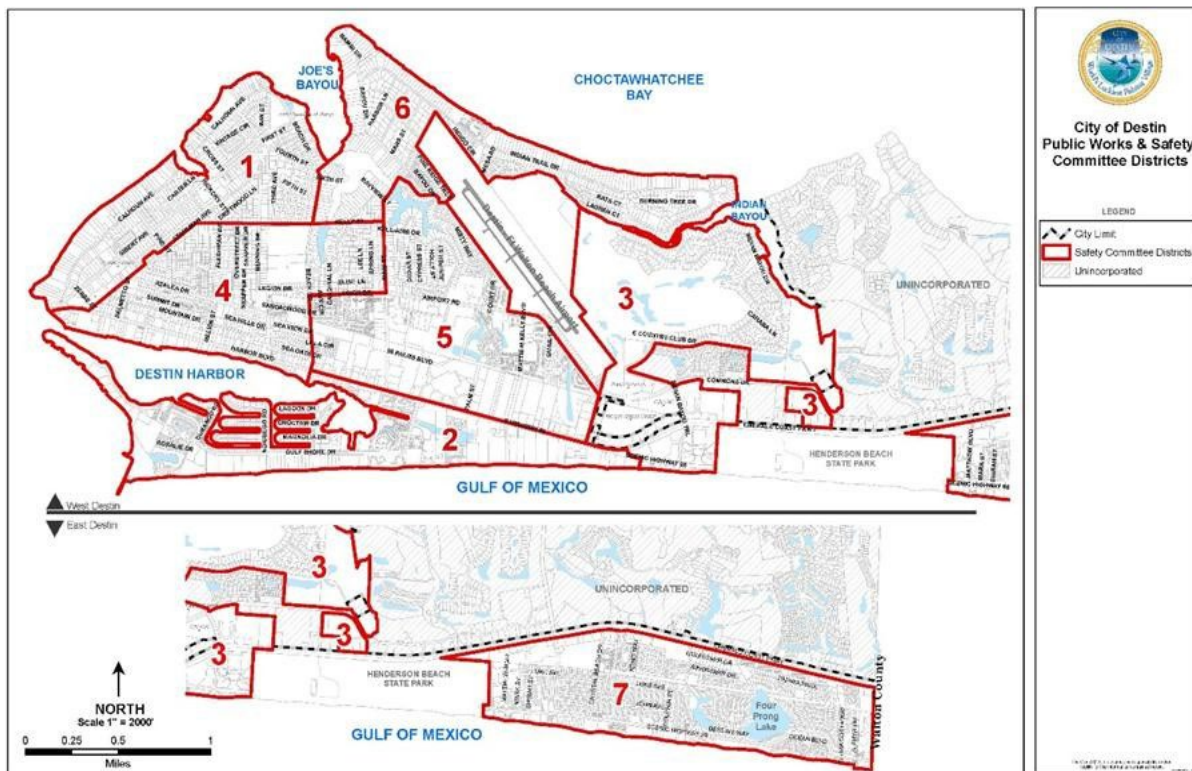
PUBLIC WORKS/PUBLIC SAFETY COMMITTEE

James T. Wood Jr – Chairman / John Green – Vice Chairman
Tom Weidenhamer, Marcie Bell, Curtis Smith, Tami Weidenhamer, Andrea Ansley

CITY OF DESTIN
PUBLIC WORKS/PUBLIC SAFETY COMMITTEE AREA
ASSIGNMENTS AS OF Mar 2026

- Review assigned area at least monthly for any safety concerns.
- Review area for proper signage, condition of roads, sidewalks, bike paths, medians, streetlights, drainage, etc.
- Review any citizens/homeowners' association concerns/recommendations.
- Report concerns/recommendations at monthly committee meetings.

Area Map



1. Tom Weidenhamer / 2. Marci Bell / 3. Andrea Ansley
4. Tami Weidenhamer / 5. Jim Wood / 6. John Green / 7. Curtis Smith

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 17, 2026
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 1.B.

TO: City Council

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

FROM: Joe Bodi, Deputy Director, Public Works
Michael Burgess, Public Works Director

DATE: January 30, 2026

SUBJECT: Rapid Flashing Beacon Potential Placement - Two Locations

I. BACKGROUND: The PW/PS Committee Chair, Jim Wood, will present the item. Through observation, the committee requests consideration of rapid flashing beacons at two existing crosswalks. The first crosswalk is located at the intersection of Azalea Drive at Melvin Street. This crosswalk is a mid-block crosswalk across Azalea Drive. Azalea Drive is a major collector as defined by LDC, Article 8.03. At least two school bus stops are located at this intersection. Street lighting is present but minimal.

The second location is the intersection of Benning Drive at Maltesos Street. This crosswalk is a mid-block configuration crossing Benning Drive. Benning Drive is a major collector as defined by LDC, Article 8.03. Again, at least two bus stops are located at this intersection. Benning Drive has a sidewalk on the east side with no sidewalk on the west side of the road. Children traveling to Destin elementary from this neighborhood would cross here to continue to the elementary school along the existing sidewalk network. Street lighting is present but minimal.

The PW/PS Committee reviewed and recommended approval for rapid flashing beacons for both crosswalk locations.

II. DISCUSSION: Both locations would provide additional safety devices for the walking public at these intersection crosswalks as well as provide a safer route for school-aged students.

Staff requests committee consideration of rapid flashing beacons across the collector roads at the identified locations. The cost is approximately \$10,000 for each location to provide the rapid flashing beacons.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): The cost is approximately \$10,000 for each location to provide the rapid flashing beacons and would be funded by the Public Works and Public Safety Committee's discretionary funds.

C. Level of Service (LOS): The LOS provides additional safety to the existing pedestrian system.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: The rapid flashing beacons provided at both locations would provide additional safety devices for the walking public and provide a safer route for school-aged students.

IV. RECOMMENDED MOTION: I move that City Council approve the Public Works and Public Safety Committee's recommendation for the placement of rapid flashing beacons at the existing mid-block crosswalks on Azalea Drive at Melvin Street and on Benning Drive at Maltesos Street intersections and would be funded by the Public Works and Public Safety Committee's discretionary funds.

Attachments:

1. SKM_C250i26013008500



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 17, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 3.A.

TO: City Council

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

FROM: Michael Burgess, Public Works Director
Lisa Firth, Parks & Rec Director
Krystal Strickland, Finance Director

DATE: 02/05/2026

SUBJECT: Replacement of 2017 John Deere 5055E Tractor (Parks & Rec), authorization to issue a Purchase Order

I. BACKGROUND: The City of Destin Parks & Recreation Department operated a 2017 John Deere 5055E tractor that was used for routine maintenance of parks, athletic fields, and other City-owned facilities. The tractor recently experienced a major mechanical failure (blown engine). After evaluation by City and Beard Equipment Staff, it was determined that the required repairs would be extensive and costly, approaching or exceeding the value of the equipment.

The tractor was originally scheduled for replacement in two years. However, due to the severity of the mechanical issues and the impact on operations, early replacement is being recommended.

II. DISCUSSION: The damaged tractor (REC 17-02) was a critical piece of equipment for mowing, grounds maintenance, and other operational needs that directly affected the appearance, safety, and usability of City parks and recreational facilities. Continued operation of the broken tractor is not possible, and proceeding with major repairs is not cost-effective given the unit's age, condition, and remaining service life.

Staff is recommending the purchase of a John Deere 5060 tractor as a replacement. This model provides comparable functionality with improved reliability and will integrate seamlessly with existing attachments and maintenance practices. Beard Equipment (John Deere dealer) has offered \$5,500 trade-in value on the purchase of the 5060.

Although this replacement occurs two years ahead of the planned replacement schedule, it is necessary to avoid prolonged service disruptions.

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

II. Enhanced Quality of Life and Safety for Families

IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure

B. Effect on Budget (EOB): The tractor cost is \$52,880.26 minus the trade-in of \$5,500 = \$47,380.26. The quote is from a Sourcwell Contract. The item was not budgeted for FY 2026. A close review of the Parks and Recreation capital budgets show the City overbudgeted to replace the Batting Cages at Morgan Sports Center. The batting cage capital project is now complete. Staff recommend using the unspent funds from the batting cage project to replace the Parks and Rec tractor. A budget amendment to transfer the funds is attached.

	Gen Fund.Parks.Equipment 001.5726.564000 Project: 100052 Parks & Rec Equip Replace
FY 26 Adopted Budget*	-
Previous Expenses/Encumbrances	-
Transfer in from MSC (batting cage)	50,000
Available Program Budget	50,000
This Agreement +(-)	(47,702)
FY 26 Remaining Program Budget	\$ 2,298

02/05/2026 tractor quote	\$	52,880.26
trade-in quote	\$	(5,178.64)
net	\$	47,701.62

C. Level of Service (LOS): Approval of this purchase will allow the Parks & Recreation Department to maintain current service levels, ensuring timely mowing, field preparation, and general park maintenance. Failure to replace the tractor would result in reduced maintenance capabilities, potential delays, and deterioration of park conditions, which could negatively impact public use and satisfaction.

D. Legislative Sponsor: N/A

E. Business Impact Statement: N/A

III. CONCLUSION: Due to the significant mechanical failure and age of the existing tractor, staff recommends replacing the unit. Authorizing the purchase of a new John Deere 5060 tractor will provide a reliable, long-term solution that supports the City's Parks and Recreation operations while maintaining acceptable service levels for residents and visitors.

IV. RECOMMENDED MOTION: I move to approve the proposed Budget Amendment. I move to approve the purchase of a John Deere 5060 tractor for the Parks & Recreation Department to replace the inoperable 2017 John Deere 5055E tractor, and authorize the City

Manager to execute all necessary documents, including application of the John Deere trade-in value toward the final purchase price.

Attachments:

1. 2026 0217 Tractor Budget Amend
2. Destin 5060E cab quote 012326
3. David Campbell Beard Equipment 5055
Trade-In offer 012926
4. Deere Sourcewell Contract 082923

CITY OF DESTIN Budget Amendment Form

Fiscal Year: 2026

Posted Date: _____

Fund	Department	Project/Grant	GL Account String	Remaining Budget	Requested Increase/ (Decrease)	Revised Budget
001 General Fund	5722 Morgan Sports Center	100040 MSC Batting Cages	001.5722.565000 Construction in Progress	\$ 91,872.19	\$ (50,000.00)	\$ 41,872.19
001 General Fund	5726 Parks	100052 Parks & Rec Equip Replacements	001.5726.564000 Machinery & Equipment	\$ -	\$ 50,000.00	\$ 50,000.00

Purpose: Transfer some of unused MSC Batting Cage budget to Parks to replace Tractor
 1. enter as a budget amendment
 2. update project budgets in grants/projects data management

Created by/Date: _____
 Entered by/Date: _____
 Approved by/Date: _____



Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Beard Equipment Company

33 INDUSTRIAL CT

FREEPORT, FL 32439 null

Signature on all LOIs and POs with a signature line

Contract name or number; or JD Quote ID

Sold to street address

Ship to street address (no PO box)

Bill to contact name and phone number

Bill to address

Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

Membership number if required by the contract

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

For any questions, please contact:

David Campbell

Beard Equipment Company

33 INDUSTRIAL CT

FREEPORT, FL 32439

Cell Phone: 2514223656

Email: dcampbell@beardequipment.com



JOHN DEERE

**ALL PURCHASE ORDERS MUST BE MADE OUT TO
(VENDOR):**

Beard Equipment Company

33 INDUSTRIAL CT

FREEPORT, FL 32439 null

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING
DEALER:**

David Campbell

Beard Equipment Company

33 INDUSTRIAL CT FREEPORT, FL 32439

Quote Id 1530480

23-Jan-2026

David Campbell

Beard Equipment Company

33 INDUSTRIAL CT

FREEPORT, FL 32439

2514223656

dcampbell@beardequipment.com



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Beard Equipment Company
33 INDUSTRIAL CT
FREEPORT, FL 32439 null

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

David Campbell
Beard Equipment Company
33 INDUSTRIAL CT FREEPORT, FL 32439

Prepared For

Prepared By

David Campbell
Beard Equipment Company
33 INDUSTRIAL CT
FREEPORT, FL 32439
2514223656
dcampbell@beardequipment.com

Quote Id 1530480

Creation Date 22-Jan-2026

Expiration Date 21-Feb-2026

Quote Summary

Equipment Summary	Suggested List	Selling Price	QTY In Group	Extended
New 2025 John Deere 5060E Cab Utility Tractor 06C1LV Contract: Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70)	\$55,467.00	\$47,701.62	1	\$47,701.62
New 2025 John Deere 520M Loader 14B1P Contract: Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70)	\$6,814.00	\$5,178.64	1	\$5,178.64
Equipment Total				\$52,880.26

Quote Summary

Total Selling Price	\$52,880.26
Sub-total	\$52,880.26
Balance Due	\$52,880.26

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote # 1530480

Customer

New 2025 John Deere 5060E Cab Utility Tractor 06C1LV

QTY In Group : 1

Hours	0	Suggested List
Serial Number	1PY5060ETSS402567	\$55,467.00
Stock Number	598111	Selling Price
Contract	Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70)	\$47,701.62
PUK Parent Serial #	- - -	Discount Amount
		(\$7,765.38)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
06C1LV	5060E Cab Utility Tractor	1	\$39,571.00	14.0%	(\$5,539.94)	\$34,031.06

Base / Options

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
0202	0202 United States	1	\$0.00	14.0%	\$0.00	\$0.00
0409	0409 English Operator's Manual	1	\$0.00	14.0%	\$0.00	\$0.00
2050	2050 Standard Cab	1	\$0.00	14.0%	\$0.00	\$0.00
1381	1381 PowrReverser™ 12F/12R Tra	1	\$3,421.00	14.0%	(\$478.94)	\$2,942.06
3420	3420 Dual Mid Valves with Mech	1	\$1,485.00	14.0%	(\$207.90)	\$1,277.10
6040	6040 Mechanical Front Wheel Dr	1	\$6,765.00	14.0%	(\$947.10)	\$5,817.90
1725	1725 Loader Prep Package	1	\$1,802.00	14.0%	(\$252.28)	\$1,549.72
0500	0500 Less Package	1	\$0.00	14.0%	\$0.00	\$0.00
3310	3310 Single Mechanical Stackab	1	\$0.00	14.0%	\$0.00	\$0.00
6118	6118 12.4-24 In. 8PR R1 Bias	1	\$1,802.00	14.0%	(\$252.28)	\$1,549.72
5121	5121 16.9-30 In. 6PR R1 Bias	1	\$621.00	14.0%	(\$86.94)	\$534.06



JOHN DEERE

183N	183N JDLINK™ Modem	1	\$0.00	14.0%	\$0.00	\$0.00
Total Base / Options			\$55,467.00		(\$7,765.38)	\$47,701.62
Selling Price Subtotal						\$47,701.62
Total Selling Price			\$55,467.00		(\$7,765.38)	\$47,701.62

New 2025 John Deere 520M Loader 14B1P

QTY In Group : 1

Hours	0	Suggested List
Serial Number	1P0520MXPSD118206	\$6,814.00
Stock Number	602566	Selling Price
Contract	Sourcewell Ag Tractors 082923-DAC (PG 1P CG 70)	\$5,178.64
PUK Parent Serial #	---	Discount Amount
		(\$1,635.36)

Equipment Summary

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
14B1P	520M Loader	1	\$10,278.00	24.0%	(\$2,466.72)	\$7,811.28

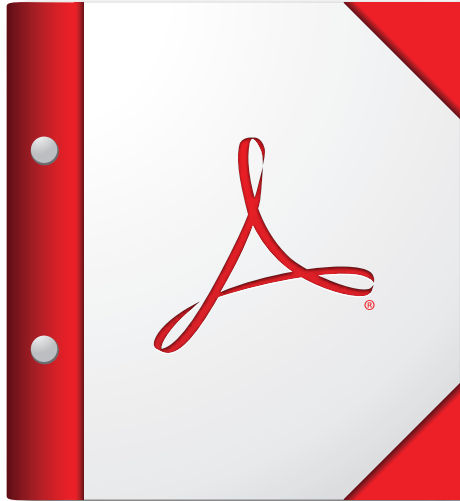
Base / Options

Code	Description	Qty	List Price	Discount %	Discount \$	Adjusted Selling Price
0409	0409 English	1	\$0.00	24.0%	\$0.00	\$0.00
0500	0500 Less package	1	\$0.00	24.0%	\$0.00	\$0.00
6995	6995 Less ballast box	1	\$0.00	24.0%	\$0.00	\$0.00
8750	8750 Less bucket	1	(\$1,345.00)	24.0%	\$322.80	(\$1,022.20)
5995	5995 Less hood guard	1	(\$468.00)	24.0%	\$112.32	(\$355.68)
0202	0202 United States	1	\$0.00	24.0%	\$0.00	\$0.00
1995	1995 Less mounting frame	1	(\$1,651.00)	24.0%	\$396.24	(\$1,254.76)
7710	7710 Skid steer-style carrier	1	\$0.00	24.0%	\$0.00	\$0.00
2510	2510 520M Standard Farm Loader	1	\$0.00	24.0%	\$0.00	\$0.00
4658	4658 Two-Function Mid-Mount Qu	1	\$0.00	24.0%	\$0.00	\$0.00
3590	3590 Two-function hoses and pa	1	\$0.00	24.0%	\$0.00	\$0.00
Total Base / Options			\$6,814.00		(\$1,635.36)	\$5,178.64



JOHN DEERE

Selling Price Subtotal			\$5,178.64
Total Selling Price	\$6,814.00	(\$1,635.36)	\$5,178.64



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Solicitation Number: RFP #082923

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Deere & Company, 2000 John Deere Run, Cary, NC 27513 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Ag Tractors with Related Attachments, Accessories, and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires October 11, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Deere & Company

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
10/9/2023 | 2:15 PM CDT
Date: _____

DocuSigned by:
Andrew Roman
By: C44230CF47A24D5...
Andrew Roman
Title: Contract Administrator
10/16/2023 | 9:32 AM CDT
Date: _____

Approved:

DocuSigned by:
Chad Coquette
By: 48BAF71B0894454...
Chad Coquette
Title: Executive Director/CEO
10/16/2023 | 9:34 AM CDT
Date: _____

RFP 082923 - Ag Tractors with Related Attachments, Accessories, and Supplies

Vendor Details

Company Name: Deere & Company
Address: 2000 John Deere Run
Cary, NC 27513
Contact: Andrew Roman
Email: GovContractSupport@JohnDeere.com
Phone: 800-358-5010 2285
Fax: 309-749-2313
HST#: 362382580

Submission Details

Created On: Thursday July 20, 2023 13:07:43
Submitted On: Monday August 28, 2023 11:12:17
Submitted By: Andrew Roman
Email: GovContractSupport@JohnDeere.com
Transaction #: e25e49d8-8681-4a9e-9491-3285fcdcc8
Submitter's IP Address: 104.129.207.130

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Deere & Company
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not Applicable
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Ag & Turf Strategic Accounts Business Division (SABD)
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 0XWZ3 UEID Number: FNSWEDARMK53
5	Proposer Physical Address:	2000 John Deere Run, Cary, NC 27513
6	Proposer website address (or addresses):	www.deere.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Andrew Roman - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2285
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Andrew Roman - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2285
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jerry McWilliams - Strategic Account Manager 10789 South Ridgeview Road, Olathe, KS 66061 McWilliamsJerryD@JohnDeere.com 205-612-2556

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>We Run For All. We innovate on behalf of humanity. It doesn't matter if you've never driven a tractor, mowed a lawn, or operated a dozer. With our role in helping produce food, fiber, fuel and infrastructure, we work for every single person on the planet.</p> <p>Deere & Company, founded in 1837 (collectively known as John Deere), began as a simple one-man blacksmith. Today it has grown into a corporation that does business around the world. The company is guided by the same core values established by its founder: integrity, quality, commitment and innovation. John Deere produces intelligent, connected machines and applications that are helping revolutionize the agriculture and construction industries. Our easy-to-use products and solutions deliver results our customers see in the field, on the job site, and in their pockets.</p> <p>Deere & Company at a glance: https://www.deere.com/assets/pdfs/common/our-company/deere-&-company-at-a-glance.pdf</p>
11	What are your company's expectations in the event of an award?	If awarded, John Deere will be able to offer a wide array of products that fall within the scope of the products requested in this RFP. John Deere will continue to grow its successful partnership and relationship with Sourcewell to provide its members the best option for acquiring our Ag Tractors with Related Attachments.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see Deere & Company's 2022 Annual Report that has been uploaded as part of our proposal.
13	What is your US market share for the solutions that you are proposing?	John Deere considers its market share data to be proprietary information. While we do not publicly release market share information, John Deere holds a top-level market share position across our entire Ag & Turf product portfolio in the US.
14	What is your Canadian market share for the solutions that you are proposing?	John Deere considers its market share data to be proprietary information. While we do not publicly release market share information, John Deere holds a top-level market share position across our entire Ag & Turf product portfolio in the Canada.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>John Deere is a manufacturer (b). John Deere has a dedicated governmental sales department (SABD) based out of Cary, NC. All employees of this group are full time John Deere employees. We have 4 Strategic Account Managers responsible for state governmental sales in their respective geographies, dedicating 100% of their time to grow the John Deere governmental sales business. The account managers work with John Deere dealers to provide training and a greater understanding of the contracts and selling process.</p> <p>John Deere has a nationwide dealer network. The dealer network is independently owned and operated businesses. The John Deere dealers will deliver and service the products being offered in the RFP.</p> <p>Upon contract award, the John Deere dealers can become an authorized seller on our contract. The dealers would have to successfully complete a contract training program administered by our account managers. The dealers would agree to the contract's terms and conditions and sign a dealer agreement. We do retain the right to sell directly if the dealer does not complete training and accept the contract's terms and conditions.</p>
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Deere & Company maintains all licenses and certifications necessary to conduct its business in the United States and Canada.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There are no suspensions or debarments.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2023 Sourcewell Legacy Award Winner Ranked #3 for Brand Reputation - Axios/Harris Poll 100 World's Most Ethical Companies - Ethisphere Institute America's Best Large Employers - Forbes 100 Most Influential Companies - Times World's Most Admired Companies - Fortune</p> <p>2022 World's Most Ethical Companies - Ethisphere Institute 50 Most Community-Minded Companies - The Civic 50 Consumer Electronics Show (CES) Innovation Awards AE50 Awards for Innovation</p> <p>2021 World's Most Ethical Companies - Ethisphere Institute Most Admired Companies - Fortune Most Influential Black Corporate Directors for 2021 - Savoy Social Responsibility Award - Fast Company</p> <p>2020 World's Most Ethical Companies - Ethisphere Institute Most Innovative Product Engineering Designs - AE50 Awards Best Global Brands - Interbrand Best CES Sustainability Award - GadgetMatch Best Place to Work - Glassdoor</p> <p>2019 World's Most Ethical Companies - Ethisphere Institute 50 Sustainability & Climate Leader - Bloomberg Best Workplaces for Innovators - Fast Company Top Employer - Top Employers Institute Americas Most JUST Companies - JUST 100</p>
20	What percentage of your sales are to the governmental sector in the past three years	Due to proprietary information, we would prefer not to provide the sales volume history of government agencies. We can assure you that we are a partner who is fully aligned with governmental customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.
21	What percentage of your sales are to the education sector in the past three years	Due to proprietary information, we would prefer not to provide the sales volume history of education agencies. We can assure you that we are a partner who is fully aligned with educational customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>John Deere currently holds over 110 government contracts consisting of federal, state, county and cooperative contracts.</p> <p>Sales volumes are not publicly shared on any of these contracts.</p>
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>John Deere currently holds GSA, AFNAF and DLA contracts.</p> <p>Sales volumes are not publicly shared on any of these contracts.</p>

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
County of Henrico Purchasing Division	Justin Herbaugh	804-501-5680	*
University of Georgia Procurement	Megan Sheridan	706-542-7083	*
Orange County Procurement	Carlos Corona	714-667-9694	*
State of Indiana - Sourcewell Participating Addendum	Stephanie Nelson	317-234-0963	
State of Arkansas - Sourcewell Participating Addendum	Davis Pankey	501-683-6636	

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
PA-Ag and Grounds Keeping Power Equipment Contract	Government	Pennsylvania - PA	Complete Price Page Contract for all John Deere product categories	Varies	Sales volume not publicly shared.	*
MI-Ag, Grounds and Roadside Equipment Contract	Government	Michigan - MI	Complete Price Page Contract for all John Deere product categories	Varies	Sales volume not publicly shared.	*
Coop-Buyboard Grounds Maintenance Contract	Government	Texas - TX	Complete Price Page Contract for all John Deere product categories	Varies	Sales volume not publicly shared.	*
OK-Agriculture, Trees & Brush Maintenance Equipment Contract	Government	Oklahoma - OK	John Deere Ag Tractors and Related Equipment	Varies	Sales volume not publicly shared.	*
OH-Ag Machinery, Mowers & Tractors Contract	Government	Ohio - OH	Complete Price Page Contract for all John Deere product categories	Varies	Sales volume not publicly shared.	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *

26	Sales force.	<p>Our sales force would include both the John Deere Government Sales group and our independent dealer network.</p> <p>John Deere has a dedicated governmental sales department based in Cary NC that focuses 100% of their time on the sales and processing of agriculture and turf equipment purchases to governmental and other public agencies. We have a total of 5 Strategic Account Managers, one of which is dedicated strictly to federal sales. The 4 remaining account managers are responsible for state governmental sales in their respective geographies, dedicating 100% of their time to grow the John Deere governmental sales business. The account managers work with John Deere dealers to provide training and a greater understanding of the contracts and selling process.</p> <p>The John Deere dealers can also become an authorized seller on our contract and would be able to accept Purchase Orders and Invoice Sourcewell members. The dealers would have to successfully complete a contract training program administered by our account managers. The dealers would agree to the contract's terms and conditions and sign a dealer agreement. The dealers would be responsible for delivering and supporting the equipment purchased.</p> <p>In relation to the new Sourcewell Ag Tractors contract, the account managers would promote the contract to state purchasing agents who either do not have their own purchasing contract or have product gaps in their contract.</p>
27	Dealer network or other distribution methods.	<p>John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.</p>
28	Service force.	<p>John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>We will have two processes in which Sourcewell members can order products.</p> <ol style="list-style-type: none"> 1. Dealer Direct - John Deere dealers who have completed training and certified by the Government Sales group would be an authorized seller on our contract. The dealer would be able to quote, accept purchase orders and invoice the Sourcewell member directly. The Government Sales group has a sales reporting process to capture the sale and report it to Sourcewell. 2. Deere Direct - Our dealer network has the ability to quote a Sourcewell member. John Deere would still be the vendor and the PO would still be made out to John Deere. The dealer would upload the quote and PO to the Government Sales Order Processing for audit. Once audited, we will send the dealer confirmation to deliver the equipment. John Deere will invoice the member upon delivery of the product. The Government Sales group has a sales reporting process to capture the sale and report it to Sourcewell.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>The support of the equipment takes place through the John Deere dealer network. While customer service varies within the dealer network, the consistent training that is offered by John Deere Company to dealer technicians and parts personnel helps provide each agency with a similar customer experience. Should there be a need for equipment service, it will be the Sourcewell member's responsibility to contact the delivering dealer for service. The member can also work with other dealers, if necessary, as warranty and service work can be performed by any authorized John Deere dealer. In the event of service issues that cannot be solved by the John Deere dealer, the dealer works with John Deere Company's dealer technical assistance center for elevated support.</p> <p>As far as the John Deere Government Sales Department, we have an entire department of approximately 25 people dedicated to government sales. This includes an Order Management Team, that within an average of 15 days of submission, audits and processes the PO to verify contract pricing and verify the items quoted are eligible for the contract. Contract Administrators in the department ensure contract compliance is maintained.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>John Deere will serve Sourcewell member entities in the United States. The nationwide John Deere dealer network is able to provide products and services throughout the United States.</p> <p>Equipment Delivery Time After Receipt of Order (ARO) is as follows: 1. Ag Tractors - 90 to 365 days after receipt of order. 2. Related Attachment and Accessories - 90 to 365 after receipt of order.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	John Deere will serve Sourcewell member entities in Canada. The Canadian John Deere dealer network is able to provide products and services throughout Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	John Deere will serve the entire United States, including Alaska and Hawaii and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	John Deere will serve all Sourcewell member entity sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	John Deere has assigned dealer in Hawaii and Alaska. Factory to dealer freight and local delivery by the dealer will be quoted as a separate line item and paid by the Sourcewell member.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>John Deere currently uses several forms of marketing to target the governmental and public customer segment:</p> <ol style="list-style-type: none"> 1. We have created a website where we prominently advertise the cooperative contracts we currently hold. 2. Each year, the company produces a purchasing guide for government equipment. This purchasing guide, available in both print and electronic Flash Drive format, is used by the John Deere dealer network to promote the products. 3. John Deere also prints detailed marketing brochures for the products being offered in this RFP. This literature is made available to dealers and includes features and benefits and equipment specifications. <p>A sample of marketing materials have been uploaded for review and include: Government Municipal Lease Literature, Government Sales Folder Packet and Government Sport Turf Banner.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>John Deere's public website, www.deere.com, provides detailed product information for the products being offered in this RFP. Customers are able to view information on product features, specifications, and accessories. Utilizing www.deere.com, Sourcwell members would be able to "build-their own" product. Customers choose the product category and subsequent product options to configure their desired piece of equipment. Manufacturer's Suggested Retail List Price is shown. The website will not show the Sourcwell contract discount, but if the Sourcwell member knows the discount on the particular product category, they will be able to determine their purchase price.</p> <p>Through our Marketing Communications group, John Deere is also active promoting our brand and customer relationships on;</p> <ol style="list-style-type: none"> 1. Facebook - www.facebook.com/JohnDeereUSCA 2. Twitter - https://twitter.com/JohnDeere 3. YouTube - https://www.youtube.com/user/JohnDeere 4. Instagram - instagram.com/johndeere
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>Sourcwell, the John Deere Government Sales group and the dealer network will all play a critical role in promoting this new contract. Sourcwell's role will be to continue to promote the John Deere brand to Sourcwell members, so they understand cooperative purchasing and the benefits of becoming a member. John Deere Government sales role will be to promote the Sourcwell contract to the dealer network and properly train dealers on the sales process (quoting, ordering and delivery of products), ensure entities are Sourcwell members and assist nonmembers on how to become a member. The dealers' role will be to partner with the Sourcwell member to identify the correct product and solution based on the application and use of the equipment being purchased. Continued communication between all three areas is critical for success and sales growth with this new contract.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>We currently use e-procurement systems in North Carolina and Virginia (eVA) because we are contractually required to do so. The system does provide the state a constant record of sales activity, however, administratively, e-procurement is not a seamless process for us. When it comes to John Deere equipment, there are thousands of equipment configurations. Because Deere's price pages are in pdf format, we cannot just simply upload the pricing into the e-procurement systems. We have to manually construct base machines by model and enter them individually. Doing it this way means the agency is not getting the complete picture of what we have available. For the most part, agencies still feel most comfortable with working directly with the dealer to ensure they're getting equipment that will best suit their needs.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Training on equipment operation and safety is provided through the local dealer at the time of delivery. The dealer will provide a walk-around of the equipment and explain operation and maintenance procedures. This training is free of charge and is part of the purchase. If the entity requires additional product, service or technical training, the dealer will provide at a cost agreed to between the dealer and the entity.</p>

41	Describe any technological advances, safety features, autonomous solutions, or other smart solutions that your proposed products or services offer.	<p>From machine performance to field management to data analysis, John Deere is the industry leader in providing farmers the precision ag tools they need to monitor, manage, and maximize their farm operations. Precision Ag Technology will allow customers to:</p> <ol style="list-style-type: none"> 1. Reduce input costs through better machine management and application accuracy. 2. Increase yields by improving every aspect of the product process. 3. Run smoother with less stress by automating repetitive tasks and enabling remote diagnostics. <p>Recent technological advances that have been introduced include:</p> <ol style="list-style-type: none"> 1. See & Spray Ultimate uses machine learning, robotics, cameras, and ultra-fast GPUs to target-spray weeds, reducing chemical use and improving crop health. 2. The Autonomous 8R tractor with tillage tool can see, think, and work on its own, freeing up time for farmers to complete other tasks simultaneously. 3. Equipment connected to the cloud, customers can manage complex operations and ensure the health of their equipment, all with real-time data. 	*
42	Describe any industry-specific quality management system certifications obtained by your organization.	John Deere is committed to maintaining compliance with ISO 9001. Our commitment to production systems enables us to drive solutions that create the most value for customers and increase sustainability.	*
43	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>John Deere continually evaluates and identifies these initiatives and can be found in our most recently published Sustainability Report. https://www.deere.com/en/our-company/sustainability/</p> <p>John Deere green initiatives include:</p> <p>By 2026</p> <ol style="list-style-type: none"> 1. Ensure 100% of new Small Ag equipment is connectivity enabled. 2. Offer an electric option in each Turf and Compact Utility Tractor product family. 3. Deliver a fully autonomous, battery-powered electric ag tractor to the market. <p>By 2030</p> <ol style="list-style-type: none"> 1. Achieve 95% recyclable product content. 2. Ensure 65% of product content is sustainable material. 	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Sustainability is foundational to the John Deere strategy. We are committed to reducing the environmental impact on 90% of new products to include emissions reductions. Third-party initiatives and recognition include:</p> <ol style="list-style-type: none"> 1. John Deere acquires Smart Apply, Inc. Technology that virtually eliminates chemical crop overspray. 2. John Deere received notification that its emissions reduction targets have been validated by Science Based Targets initiatives (SBTi). 3. John Deere acquires majority ownership in Kreisel Electric. A leading pioneer in the development of immersion-cooled battery technology. 	*
45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>John Deere continues to proactively engage small and diverse businesses to support the economic growth of communities. Benefits of a thriving Supplier Diversity Program include:</p> <ol style="list-style-type: none"> 1. Generates economic opportunities for disadvantaged communities. 2. Promotes supply base competition and creates risk mitigation options. 3. Unlocks innovation and diversity of thought. <p>John Deere Government Sales is increasingly setting aside opportunities for small business entities. John Deere Government Sales has partnered with two small business entities to address this gap. Bravo, Inc. and The Akana Group (Akana). Bravo, Inc. is a certified Service-Disabled Veteran Owned Small Business and Akana is an authorized Native American Small Business.</p>	*
46	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	John Deere is the world's leading manufacturer of agricultural equipment. John Deere also has a strong presence in the construction and forestry industry. John Deere Financial is one of the largest equipment finance companies. John Deere also has the most advanced, well-trained national dealer network. All these attributes reinforce that John Deere is an organization that will provide quality products and its dealer network will partner and support the Sourcewell participating entities for the long term.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
47	Do your warranties cover all products, parts, and labor?	All Ag Tractors are warranted for 24 months or 2000 hours, whichever comes first. All Related Attachments are warranted for 12 months. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorized Dealer's place of business. See attached Warranty Statement.
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Equipment is warranted for the number of months or operating hours specified in the attached Warranty Statement.
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, technicians' travel time and mileage are not covered. The purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorized Dealer's place of business.
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	The John Deere dealer network is able to service equipment throughout the United States and Canada.
51	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty issues for other manufacturers are handled by the original equipment manufacturers of that product.
52	What are your proposed exchange and return programs and policies?	John Deere exchanges and returns will not be permitted.
53	Describe any service contract options or preventative maintenance programs your organization offers for the items included in your proposal.	John Deere is not including service contract options with our proposal. Service contracts and extended warranty options are available for entities from the local John Deere dealer and can be quoted to them at the time of purchase.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods.	John Deere's payment terms are Net 30.
55	Describe any leasing or financing options available for use by educational or governmental entities.	If the entities rules and guidelines allow, John Deere offers financing and leasing options through John Deere Financial. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment.
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	John Deere dealers use a quoting system called JDQuote2 which allows them to access the Sourcewell contract held by John Deere and apply the correct discount for equipment on contract. John Deere dealers can also become an authorized seller on our contract and would be able to accept Purchase Orders and Invoice Sourcewell members. The dealers would agree to the contract's terms and conditions and sign a dealer agreement. Examples of a Quote and Dealer Agreement are attached.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	John Deere is offering product-category discounts. See uploaded Price Schedule and Price Pages.pdf
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount range is 14% to 24% off Current MSRP.
60	Describe any quantity or volume discounts or rebate programs that you offer.	John Deere offers a Multiple Unit Discount (MUD) based on the following schedule: 3-4 units – 1% 5-6 units – 2% 7-8 units – 3% 9 units or more – 4% Sales of 3 or more like self-propelled products sold on the same purchase order are eligible for the multi-unit discount. The 3 or more self-propelled products must be in the same equipment categories. Compatible implements sold with such products also qualify for the multi-unit discount, but do not count as a unit. Frontier Equipment is excluded from the Multiple Unit Discount.
61	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	John Deere will allow Sourced or Open Market items if requested by the Sourcwell member to complete the purchase of John Deere equipment awarded on the contract. Discounts will not be applied to these items. Pricing for these items will be negotiated between the customer and the dealer and will appear as a separate line item on the quote.
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcwell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcwell member. The dealer may charge \$8.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote and purchase order.
63	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcwell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcwell member. The dealer may charge \$8.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote and purchase order.
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcwell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcwell member.
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	There are no unique methods offered in this RFP.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Dealers who desire to become an authorized seller of the Sourcewell contract must complete a sales training class to ensure they understand and promote the contract per the Terms and Conditions. The dealers also sign a Dealer Agreement stating they will abide by the contract Terms and Conditions. This process is conducted and facilitated by our Strategic Account Managers.</p> <p>Sourcewell members who purchase from John Deere will receive their equipment quote directly from the John Deere dealer. The dealer is able to create the quote by utilizing the contract information (discounts, contract guidelines, eligible equipment, etc.) that we have posted on our website as well as a quoting tool that we've made available to them. The member will submit their purchase order (PO) to the dealer. John Deere will be listed as the vendor on the PO and the dealer, who created the quote, will be the delivering dealer. The dealer will then upload the quote and the PO to Deere's online order management system. Our Order Management Team will then retrieve the quote and the PO and audit them based on the contract guidelines. If an issue is discovered with PO and/or quote, the Order Management Team will contact the dealer and work with the dealer and the member to get the issue resolved.</p> <p>The Sourcewell contract is assigned a Price Group or Bonus Code that is used capture each sale on a quarterly basis. A quarterly sales report is generated and audited by the Contract Administration group. After the audit and review is completed, the Contract Administration group submits the proper admin fee to Sourcewell.</p>
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>Our Strategic Account Managers have sales goals and will monitor the use of the Sourcewell contract and the sales performance of the dealer groups in their assigned geographic region.</p> <p>Quarterly sales reports are reviewed to compare the Sourcewell contract sales growth quarter over quarter and year over year.</p>
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	John Deere will pay Sourcewell a 1.0% admin fee on sales generated from this new contract. John Deere has been a strategic partner of Sourcewell for 14 years and we are honored to be awarded the Sourcewell Legacy Award in 2023. The Sourcewell contracts we hold are very popular and frequently used by our dealers. The utilization continues to grow and expand.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>John Deere will offer its complete product offering for ag tractors, implements and related equipment.</p> <p>The products include:</p> <ol style="list-style-type: none"> 1. Small, Mid and Large frame agricultural tractors and attachments 2. Material handling attachments (tractor loaders, flail mowers, scrapers, shredders, backhoes) 3. Rotary cutters 4. Combines 5. Cotton 6. Hay & Forage (balers, disk mowers, etc.) 7. Tillage (plows, harrows, etc.) 8. Planting & Seeding (planters, drills, air seeders) 9. Self-propelled sprayers 10. Ag Management Solutions 11. Frontier implements and attachments <p>Our independent dealer network will provide aftermarket services upon request.</p>
71	If you are providing used equipment, please provide details regarding the proposed program, including sales tracking and reporting procedures.	Used Equipment will not be included in this RFP.
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>List of subcategory products and services John Deere will offer within this RFP include:</p> <ol style="list-style-type: none"> 1. Material handling attachments (tractor loaders, flail mowers, scrapers, shredders, backhoes) 2. Rotary cutters 3. Combines 4. Cotton 5. Hay & Forage (balers, disk mowers, etc.) 6. Tillage (plows, harrows, etc.) 7. Planting & Seeding (planters, drills, air seeders) 8. Self propelled sprayers 9. Ag Management Solutions 10. Frontier implements and attachments

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
73	Offering including one or more Ag Tractor(s) with a published net PTO horsepower rating of at least 50.	<input checked="" type="radio"/> Yes <input type="radio"/> No	John Deere will offer new (unused) current products that meet and exceed RFP specs.
74	Combines, chaser grain carts, tillage equipment, sprayers, spreaders, planters, seeders, hay balers, rakes, pallet forks, and forage equipment.	<input checked="" type="radio"/> Yes <input type="radio"/> No	John Deere will offer new (unused) current products that meet and exceed RFP specs.
75	Used equipment, attachments, or accessories, to the extent that the offering of used equipment, attachments, accessories, is ancillary or complementary to an offering of new, current model equipment and products.	<input checked="" type="radio"/> Yes <input type="radio"/> No	No used equipment will be offered in this RFP. John Deere will only offer new current models, attachments and accessories for this RFP.
76	Related technology, to the extent that the offering of technology solutions is ancillary or complementary to an offering of Ag Tractor(s).	<input checked="" type="radio"/> Yes <input type="radio"/> No	Ag Mgmt. Systems are examples of this solution.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - 2023 RFP # 082923 Price Schedule & Price Pages.pdf - Friday August 25, 2023 16:12:10
 - [Financial Strength and Stability](#) - 2022-John-Deere-Annual-Report.pdf - Thursday August 10, 2023 09:08:48
 - [Marketing Plan/Samples](#) - Marketing Literature Samples.pdf - Wednesday August 16, 2023 11:03:54
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Statement - Ag & Turf.pdf - Wednesday August 16, 2023 11:03:41
 - [Standard Transaction Document Samples](#) - Sample Quote & Dealer Agreement.pdf - Wednesday August 23, 2023 18:54:15
 - [Requested Exceptions](#) - RFP_082923_Ag_Tractors_Contract_Template_Requested Exceptions.pdf - Wednesday August 23, 2023 18:54:34
 - [Upload Additional Document](#) - Supplement Info - Product Liability.pdf - Wednesday August 23, 2023 18:56:38

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Andrew Roman, Contract Administrator, Deere & Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

**CITY OF DESTIN
TRAVEL EXPENSE LOG**

Name: Bobby Wagner

Travel Dates: 9/26/26 - 9/29/26

			Monday 26-Jan-26	Tuesday 27-Jan-26	Wednesday 28-Jan-26	Thursday 29-Jan-26	Total
Date:							
Meals:							
Partial Per Diem:							
Daily Per Diem:			\$ 64.00	\$ 64.00	\$ 64.00	\$ 64.00	\$ 256.00
Total Meals			\$ 64.00	\$ 64.00	\$ 64.00	\$ 64.00	\$ 256.00
Transportation:							
Airfare:							
Car Rental:							
Fuel Expenses:							
Taxi:							
Personal Miles:	\$ 0.720		\$ 116.64			\$ 116.64	\$ 233.28
Total Transportation			\$ 116.64			\$ 116.64	\$ 233.28
Lodging:							
Hotel Charges:			\$ 359.43	\$ 359.43	\$ 359.43		\$ 1,078.29
			\$ 359.43	\$ 359.43	\$ 359.43		\$ 1,078.29
Misc. Expenses:							
Parking:							
Tolls:							
WIFI:							
Other: Explain: Conf. Reg.			\$ 100.00				\$ 100.00
Other: Explain:							
Total Misc. Expenses			\$ 640.07	\$ 423.43	\$ 423.43	\$ 180.64	\$ 1,667.57
Grand Total		\$ -	\$ 640.07	\$ 423.43	\$ 423.43	\$ 180.64	\$ 1,667.57

City of Destin
Travel Expense Claim

Name: Bobby Wagner

Department: Mayor

Travel: Place/Purpose Florida League of Mayors/Legislative Action Days

Date: January 26-29, 2026

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

Meals/Per Diem: \$ 256.00

Airfare: \$ -

Car Rental: \$ -

Fuel Expenses \$ -

Taxi: \$ -

Personal Miles: \$ 233.28 POV

Lodging: \$ 1,078.29

Parking:

Tolls: \$ -

WIFI: \$ -

Other: Itemize \$ 100.00 Conference Registration

Other: Itemize \$ -

\$ -

\$ -

Total Reimbursable Expenses: \$ 1,667.57

Less: Purchasing Card Charges \$ 1,178.29

Less: Purchasing Card Charges

Balance Due Traveler \$ 489.28

Reimburse City for fuel cost

Net Due Traveler \$ 489.28

Finance Director: Krystal Strickland

Account #: 001.5110.540000

City Manager: Larry Jones

Date: 2/10/2026

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 17, 2026
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.C.

TO: City Council

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

FROM: Kimberly Montgomery, Deputy City Clerk
Jamie Dittmer, Human Resources Manager
Rey Bailey, City Clerk

DATE: February 10, 2026

SUBJECT: Destin Little League Opening Day Parade Request for use of City Right-of-way

I. BACKGROUND:

The Destin Little League's Annual Opening Day Parade is on March 7, 2026. As with every year, they are requesting City Council's permission for use of city right-of-way for the Opening Day Parade. The parade will kick off at the Destin Elementary School at 9:30AM. The participants will proceed west on Kelly Street to Stahlman Avenue, then north on Stahlman Ave. to Hickory Street then on towards the Dalton Threadgill Park. The Okaloosa County Sheriff's office will assist with traffic control, volunteers with safety vests will be assigned along the parade route, with both OCSO and Destin Fire Control District leading the parade.

II. DISCUSSION: The Destin Little League, Inc. is requesting use of city streets to hold their annual Opening Day Parade on Saturday, March 7, 2026.

A. Link to Strategic Goals / Objectives: I. Enhance Quality of Life
I.E. Enhance the City's Recreational Services

B. Effect on Budget (EOB): There is no staff requirement for this request.

C. Level of Service (LOS): The City of Destin shall not incur any expense or revenue as a result of this event.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: All related and required documentation have been submitted and legal sufficiency is and has been approved by the Risk Manager Jamie Haynes and the City Attorney Kimberly Kopp.

IV. RECOMMENDED MOTION: I move to approve the Destin Little League's request for use of city streets for their Annual Opening Day Parade on March 7, 2026.

Attachments:

1. Destin Little League
Parade 26



CHECKLIST FOR USE OF PUBLIC FACILITIES OR PROPERTY:

Name of Organization: Destin Little League, Inc. _____

Type of Event: Opening Day Parade _____

Date(s) of Event: March 7, 2026 _____

Location of Event: Destin, FL – Kelly Street/Stalham/Hickory _____

- 1.* Certificate of Insurance (**Endorsement to the Policy & Acord is required.**) provided: Yes: X *This is required.* Date on which provided: _____
- 2.* Hold Harmless (**Signed Original**) provided: Yes: X *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 X *This is required.* Law enforcement officer contacted: _____
- 5.** Destin Fire Control District contacted: Yes X *This is required.* Person contacted: _____
- 6.** Okaloosa County Emergency Medical Services contacted: Person contacted: _____ Yes X *This is required*
7. Please provide map of race route(s). Attached
8. Describe steps being taken to ensure removal of all directional arrows, signage, as well as trash left on City streets upon conclusion of the event: Volunteers walking back of parade providing cleanup. No throwouts are used in parade. Walking only. _____
9. Please provide location & pertinent information regarding sufficient and approved event participant parking for the event: Parking located at Destin Elementary School, parent homes, and Dalton Threadgill Park. _____
Any unauthorized event participant parking is subject to being towed from private property at vehicle owner's expense
10. City Park Permit needed: Yes ___ No X If yes, please contact Lisa Firth at Destin Community Center @ 850-654-5184 to make arrangements to reserve the park.
11. Will the event be in a residential neighborhood and will there be excessive noise or light glare from the event? Yes, in neighborhod (Threadgill Pak). No lights/glare. _____

(Requester's or Acting Agent's Signature)

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

** **Provide the city with a written acknowledgement/concurrence from the agencies.**



HOLD HARMLESS AGREEMENT

Destin Little League, 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 judgments against it arising from the Opening Day Parade to be held on March 7, 2026.

In addition, the Destin Little League, Inc. _____ 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 \$2,000,000.00.

Destin Little League, Inc. _____
(Corporate Name)

Signature of President _____

Print name and print President next to name _____

STATE OF Florida

COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on this 6th day of February 2026 by Kevin Schmitt who is personally known by me or has produced identification _____ Type of Identification: _____

Linda Sanders
Signature of Notary Taking Acknowledgement

(Seal)

Linda Sanders
Printed name of Notary Taking Acknowledgement



CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
02/11/26

PRODUCER

Keystone Risk Managers, LLC
1215 Manor Drive, Suite 208
Mechanicsburg, PA 17055

CERTIFICATE #: 3090105-2026-3

3 09 01

INSURERS AFFORDING COVERAGE:

ADDITIONAL NAMED INSURED:

DESTIN LL
3833 Indian Trail
Destin, FL 32541

INSURER A:	Interstate Fire & Casualty Company
INSURER B: (Non-Liability)	National Union Fire Insurance Company of Pittsburgh, PA
INSURER C:	AIG Specialty Insurance Company
INSURER D:	Markel American Insurance Company

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

* SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER D&O POLICY, FOR ALL LOSS ARISING FROM ALL CLASS ACTION CLAIMS AND COMMON LEAGUE CLAIMS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #31 OF THE MASTER D&O POLICY.

** SUBJECT TO \$5,000,000 AGGREGATE SUBLIMIT OF LIABILITY FOR ALL LEAGUES, COMBINED, UNDER THE MASTER CYBER POLICY, FOR SPECIFIED DEFENSE COSTS, AS MORE FULLY DESCRIBED IN ENDORSEMENT #14 OF THE MASTER CYBER POLICY.

INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS		
A	X	GENERAL LIABILITY	UST030987260	01/01/2026	01/01/2027	EACH OCCURRENCE	\$1,000,000	
		X OCCURRENCE				GENERAL AGGREGATE	\$2,000,000	
		X INCL PARTICIPANTS				Property Damage Deductible: \$250	PRODUCTS/COMP OPS AGGREGATE	\$1,000,000
		X SEXUAL ABUSE					Sexual Abuse OCCURRENCE	\$1,000,000
							Sexual Abuse AGGREGATE	\$1,000,000
		MEDICAL PAYMENTS				Any One Person		
C	X	DIRECTORS & OFFICERS	01-468-17-57	01/01/2026	01/01/2027	EACH LOSS	\$1,000,000*	
						AGGREGATE	\$1,000,000	
C	X	CYBER LIABILITY COVERAGE	01-454-69-95	01/01/2026	01/01/2027	LIMIT OF LIABILITY CLAIMS MADE	\$100,000 PER LEAGUE AGGREGATE	
		S&P	SECURITY AND PRIVACY LIABILITY INSURANCE	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY** \$1,000 PER LEAGUE RETENTION		RETROACTIVE DATE	CONTINUITY DATE	
		REGULATORY ACTION SUBLIMIT OF LIABILITY	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY \$1,000 PER LEAGUE RETENTION		POLICY INCEPTION	POLICY INCEPTION		
	EM	EVENT MANAGEMENT INSURANCE	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY** \$1,000 PER LEAGUE RETENTION		NOT APPLICABLE	POLICY INCEPTION		
D	X	INLAND MARINE/PROPERTY FLOATER	MKLM71M0056260	01/01/2026	01/01/2027	EACH LOSS	\$35,000 Deductible: \$500	
A	X	CRIME	UST030998260	01/01/2026	01/01/2027	EACH LOSS	\$35,000 Deductible: \$1,000	
B	X	SPORTS EXCESS ACCIDENT	SRG9105434	01/01/2026	01/01/2027	As in Master Policy: Med. Max. \$250,000 Deductible \$50	As in Master Policy Excess	

"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

Who is an Insured (SECTION II) of the General Liability policy is amended to include as an insured the person or organization shown in the schedule, but only with respect to liability arising out of the above-named Little League's maintenance or use of ball fields, or other premises loaned, donated, or rented to that Little League by such person or organizations and subject to the following additional exclusions:

- Structural alterations, new construction, maintenance, repair, or demolition operations performed by or on behalf of the person or organization designated in the Schedule and/or performed by the above-named Little League; and
- That part of the ball field or other premises not being used by the above-named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

1. City of Destin FL

INSURED

Little League Baseball Risk Purchasing Group, Incorporated
539 U.S. RT. 15 Highway
South Williamsport, PA 17702

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

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
02/11/26

PRODUCER

Keystone Risk Managers, LLC
1215 Manor Drive, Suite 208
Mechanicsburg, PA 17055

CERTIFICATE #: 3090105-2026-3

3 09 01

INSURERS AFFORDING COVERAGE:

ADDITIONAL NAMED INSURED:

DESTIN LL
3833 Indian Trail
Destin, FL 32541

INSURER A:	Interstate Fire & Casualty Company
INSURER B: (Non-Liability)	National Union Fire Insurance Company of Pittsburgh, PA
INSURER C:	AIG Specialty Insurance Company
INSURER D:	Markel American Insurance Company

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INSR LTR	ADD'L NAMED INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS			
A	X	GENERAL LIABILITY	UST030987260	01/01/2026	01/01/2027	EACH OCCURRENCE	\$1,000,000		
		X OCCURRENCE				GENERAL AGGREGATE	\$2,000,000		
		X INCL PARTICIPANTS				Property Damage Deductible: \$250		PRODUCTS/COMP OPS AGGREGATE	\$1,000,000
		X SEXUAL ABUSE					Sexual Abuse OCCURRENCE	\$1,000,000	
						MEDICAL PAYMENTS	Sexual Abuse AGGREGATE	\$1,000,000	
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		S&P	SECURITY AND PRIVACY LIABILITY INSURANCE	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY** \$1,000 PER LEAGUE RETENTION		RETROACTIVE DATE	CONTINUITY DATE		
		REGULATORY ACTION SUBLIMIT OF LIABILITY	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY \$1,000 PER LEAGUE RETENTION		POLICY INCEPTION	POLICY INCEPTION			
	EM	EVENT MANAGEMENT INSURANCE	\$100,000 PER LEAGUE SUBLIMIT OF LIABILITY** \$1,000 PER LEAGUE RETENTION		NOT APPLICABLE	POLICY INCEPTION			
D	X	INLAND MARINE/PROPERTY FLOATER	MKLM71M0056260	01/01/2026	01/01/2027	EACH LOSS	\$35,000 Deductible: \$500		
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"X" INDICATES COVERAGE(S) SELECTED FOR ADDITIONAL NAMED INSURED

ADDITIONAL INSURED

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- Structural alterations, new construction, maintenance, repair, or demolition operations performed by or on behalf of the person or organization designated in the Schedule and/or performed by the above-named Little League; and
- That part of the ball field or other premises not being used by the above-named Little League.

NAME AND ADDRESS OF PERSON OR ORGANIZATION:

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

INSURED

Little League Baseball Risk Purchasing Group, Incorporated
539 U.S. RT. 15 Highway
South Williamsport, PA 17702

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/11/2026

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 Keystone Risk Managers, LLC 1215 Manor Drive Suite 208 Mechanicsburg PA 17055	CONTACT NAME: David Irwin PHONE (A/C No. Ext): (570) 473-2150 E-MAIL ADDRESS: Dlrwin@Keystoneinsgrp.com	FAX (A/C, No): (570) 473-2151
	INSURER(S) AFFORDING COVERAGE INSURER A: Interstate Fire & Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Little League Baseball Risk Purchasing Group, Incorporated DESTIN LL 3833 Indian Trail Destin FL 32541		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

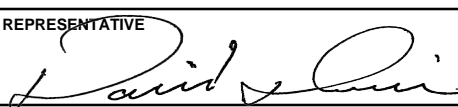
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Per League	X	X	UST030987260	01/01/2026	01/01/2027	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
							SEXUAL ABUSE OCC/AGG	\$ 1M/\$1M
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Certificate Holder is named as Additional Insured per form CG 2026 (12/19)

CERTIFICATE HOLDER**CANCELLATION**

City of Destin FL 4200 Indian Bayou Trail Destin FL 32541	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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POLICY NUMBER: UST030987260

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or

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

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented 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.

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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

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

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Additional Insureds

[+ Add New](#)

Effective From	Effective Until	Legal Name	Status	Date Requested	Date Approved/Rejected
1/1/2026	1/1/2027	City of Destin FL	✔ Approved	2/8/2026	2/9/2026
1/1/2025	1/1/2026	City of Destin FL	✔ Approved	11/16/2024	11/16/2024
1/1/2024	1/1/2025	City of Destin FL	✔ Approved	12/10/2023	12/10/2023

Sunday, February 8, 2026 at 2:41:36 PM Central Standard Time

Subject: Re: Request for Destin Little League Parade
Date: Thursday, February 5, 2026 at 1:32:25 PM Central Standard Time
From: Lisa Firth
To: Patrick Maddox, 'Board Email (Destin Little League)', Joseph J. Fulghum, Matt Taylor, gpearce@sheriff-okaloosa.org
CC: Reagan Golightly, Kim Montgomery, Angela Overly, Kevin Sasser, Darrel Welborn, Tamara Young
Attachments: image001.jpg, image002.jpg, image003.png, image004.png, image005.png

Parks and rec are ready and the elem school is blocked .

Get [Outlook for iOS](#)

From: Patrick Maddox <pmaddox@myokaloosa.com>
Sent: Thursday, February 5, 2026 1:29:51 PM
To: 'Board Email (Destin Little League)' <destinlittleleague@gmail.com>; Joseph J. Fulghum <jfulghum@sheriff-okaloosa.org>; Matt Taylor <mtaylor@destinfire.com>; gpearce@sheriff-okaloosa.org <gpearce@sheriff-okaloosa.org>
CC: Reagan Golightly <ragolightly@gmail.com>; Lisa Firth <lfirth@cityofdestin.com>; Kim Montgomery <kmontgomery@cityofdestin.com>; Angela Overly <aoverly@myokaloosa.com>; Kevin Sasser <chief@destinfire.com>; Darrel Welborn <dwelborn@myokaloosa.com>; Tamara Young <tyoung@cityofdestin.com>
Subject: RE: Request for Destin Little League Parade

Good Afternoon,

No objection from Public Safey pending S/O route approval. I'm sure Matt will chime in from Destin Fire- I'm sire their team loves these events as we do. I'm copying Tamara Young, Destin's PIO and EMS for visibility.

Stay safe,

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



From: Board Email (Destin Little League) <destinlittleleague@gmail.com>

Subject: RE: Request for Destin Little League Parade
Date: Thursday, February 5, 2026 at 1:29:56 PM Central Standard Time
From: Patrick Maddox
To: 'Board Email (Destin Little League)', Joseph J. Fulghum, Matt Taylor, gpearce@sheriff-okaloosa.org
CC: Reagan Golightly, Lisa Firth, Kim Montgomery, Angela Overly, Kevin Sasser, Darrel Welborn, Tamara Young Destin PIO
Attachments: image001.jpg, image002.jpg, image003.png, image004.png, image005.png

Good Afternoon,

No objection from Public Safety pending S/O route approval. I'm sure Matt will chime in from Destin Fire- I'm sure their team loves these events as we do. I'm copying Tamara Young, Destin's PIO and EMS for visibility.

Stay safe,

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



From: Board Email (Destin Little League) <destinlittleleague@gmail.com>
Sent: Thursday, February 5, 2026 1:18 PM
To: Patrick Maddox <pmaddox@myokaloosa.com>; Joseph J. Fulghum <jfulghum@sheriff-okaloosa.org>; Matt Taylor <mtaylor@destinfire.com>; gpearce@sheriff-okaloosa.org
Cc: Reagan Golightly <ragolightly@gmail.com>; Lisa Firth <lfirth@cityofdestin.com>; Kim Montgomery <kmontgomery@cityofdestin.com>
Subject: Request for Destin Little League Parade

Good Afternoon,

We are sending request for your approval of our penguin day parade for Destin Little League on March 7th, 2026. It will depart 9:30AM from Destin Elementary School (Kelly St). It will go West on Kelly, turn on Stahlman and finish at 711 Hickory St.

We have volunteers with safety vests assigned for the parade route.

Sunday, February 8, 2026 at 2:41:24 PM Central Standard Time

Subject: Re: Request for Destin Little League Parade
Date: Thursday, February 5, 2026 at 1:21:02 PM Central Standard Time
From: Matt Taylor
To: Board Email (Destin Little League), Patrick Maddox, Joseph J. Fulghum, gpearce@sheriff-okaloosa.org
CC: Reagan Golightly, Lisa Firth, Kim Montgomery
Attachments: image001.png

Our guys look forward to this every year, I will add it to the calendar. Who would be the contact for the event?

Thanks

Matt Taylor

Destin Fire

Get [Outlook for iOS](#)

From: Board Email (Destin Little League) <destinlittleleague@gmail.com>
Sent: Thursday, February 5, 2026 1:18:23 PM
To: Patrick Maddox <pmaddox@myokaloosa.com>; Joseph J. Fulghum <jfulghum@sheriff-okaloosa.org>; Matt Taylor <MTaylor@destinfire.com>; gpearce@sheriff-okaloosa.org <gpearce@sheriff-okaloosa.org>
Cc: Reagan Golightly <ragolightly@gmail.com>; Lisa Firth <lfirth@cityofdestin.com>; Kim Montgomery <kmontgomery@cityofdestin.com>
Subject: Request for Destin Little League Parade

Good Afternoon,

We are sending request for your approval of our penguin day parade for Destin Little League on March 7th, 2026. It will depart 9:30AM from Destin Elementary School (Kelly St). It will go West on Kelly, turn on Stahlman and finish at 711 Hickory St.

We have volunteers with safety vests assigned for the parade route.

We would love to have Fire/Sheriff be leading our parade if available.

Thank You!

Destin Little League!

Sunday, February 8, 2026 at 2:41:04 PM Central Standard Time

Subject: Re: Request for Destin Little League Parade

Date: Sunday, February 8, 2026 at 5:30:23 AM Central Standard Time

From: Joseph J. Fulghum

To: Email Board

CC: Patrick Maddox, Matt Taylor, Graham Pearce, Reagan Golightly, Lisa Firth, Kim Montgomery

The Sheriff's Office approves this event. I'm currently trying to staff someone to lead it.
Sent from my iPhone

On Feb 5, 2026, at 1:18 PM, Board Email (Destin Little League)
<destinlittleleague@gmail.com> wrote:

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.

Good Afternoon,

We are sending request for your approval of our penguin day parade for Destin Little League on March 7th, 2026. It will depart 9:30AM from Destin Elementary School (Kelly St). It will go West on Kelly, turn on Stahlman and finish at 711 Hickory St.

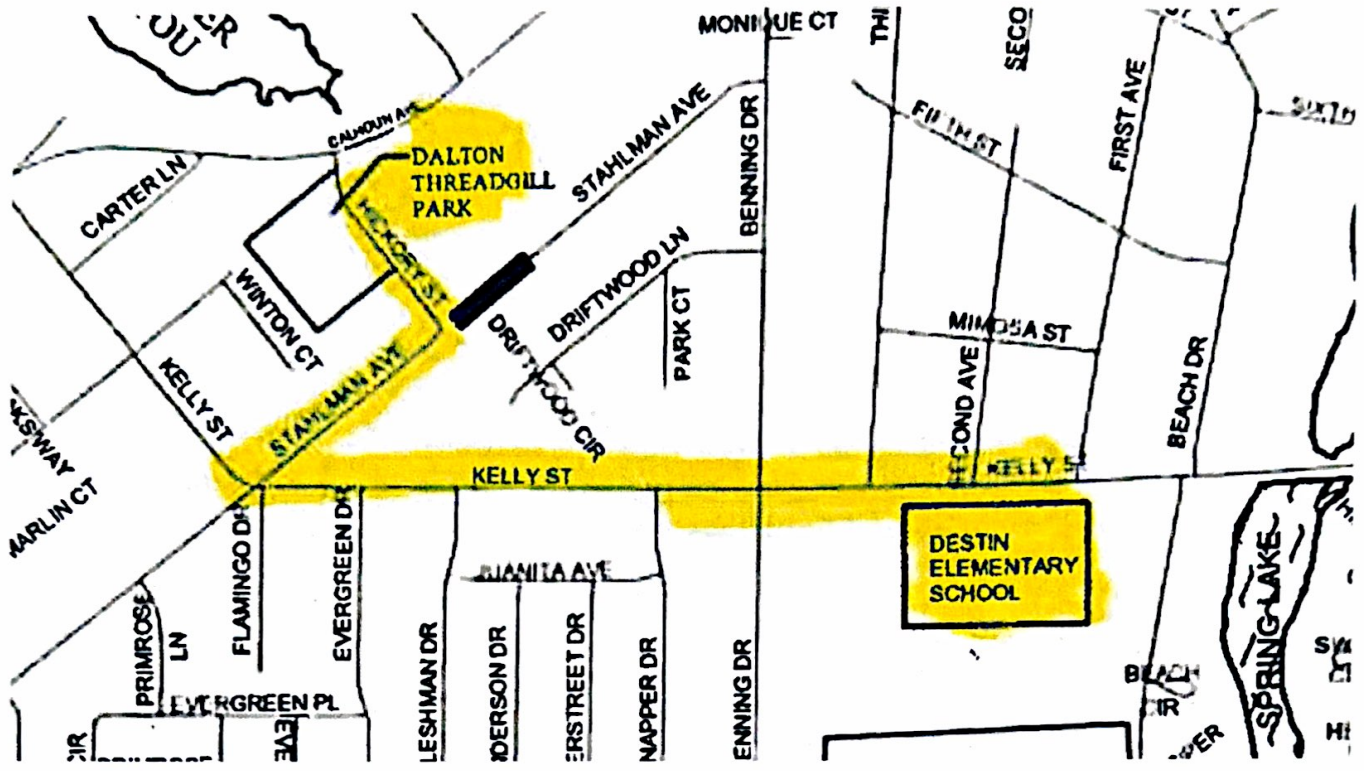
We have volunteers with safety vests assigned for the parade route.

We would love to have Fire/Sheriff be leading our parade if available.

Thank You!
Destin Little League!

<image001.png>

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.



From: [Jamie Haynes](#)
To: [Kim Montgomery](#)
Cc: [Rey Bailey](#); [Sharon Gardner](#)
Subject: RE: Request for Destin Little League Parade
Date: Wednesday, February 11, 2026 11:45:52 AM
Attachments: [image001.png](#)

Hello,

Approved for risk.

Thank you,

Jamie



From: Kim Montgomery <kmontgomery@cityofdestin.com>
Sent: Wednesday, February 11, 2026 11:45 AM
To: Jamie Haynes <jhaynes@cityofdestin.com>
Cc: Rey Bailey <rbailey@cityofdestin.com>; Sharon Gardner <sgardner@cityofdestin.com>
Subject: FW: Request for Destin Little League Parade

Please see revised COI for Destin Little League Parade for your review.

-Kim

Kimberly I. Montgomery | Deputy City Clerk
City of Destin | 4200 Indian Bayou Trail
Destin, FL 32541 | (P) 850.837.4242

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.**

From: Board Email <destinlittleleague@gmail.com>
Sent: Wednesday, February 11, 2026 11:41 AM

From: [Kimberly Kopp](#)
To: [Kim Montgomery](#); [Jamie Haynes](#)
Cc: [Rey Bailey](#); [Sharon Gardner](#); [Tamara Young](#)
Subject: RE: Request for Destin Little League Parade
Date: Monday, February 9, 2026 7:27:48 PM

I'm fine with it if Jamie is. If that was what the insurance company provided as evidence of additional insured, then that works for me.



ROMANO KOPP LAW, P.A.

Kimberly Romano Kopp, Esq., LEED AP

Board Certified in City, County, & Local Government Law

Romano Kopp Law, P.A.

P.O. Box 5524

Destin, Florida 32541

Phone: (850) 963-6030

Phone: (407) 430-7070 (no text messages)

Email: kkopp@romanokopplaw.com

From: Kim Montgomery <kmontgomery@cityofdestin.com>

Sent: Monday, February 9, 2026 3:21 PM

To: Jamie Haynes <jhaynes@cityofdestin.com>; Kimberly Kopp <kkopp@romanokopplaw.com>

Cc: Rey Bailey <rbailey@cityofdestin.com>; Sharon Gardner <sgardner@cityofdestin.com>; Tamara Young <tyoung@cityofdestin.com>

Subject: RE: Request for Destin Little League Parade

Update: I did not notice the last page, after the COI. Will it stand up?

Thanks!

-Kim

From: Kim Montgomery

Sent: Monday, February 9, 2026 2:11 PM

To: Jamie Haynes <jhaynes@cityofdestin.com>; Kimberly Kopp <kkopp@romanokopplaw.com>

Cc: Rey Bailey <rbailey@cityofdestin.com>; Sharon Gardner <sgardner@cityofdestin.com>; Tamara Young <tyoung@cityofdestin.com>

Subject: FW: Request for Destin Little League Parade

Importance: High

Good day Jamie & KK,

**REGULAR MEETING
DESTIN CITY COUNCIL
FEBRUARY 2, 2026
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 Torey Geile
Councilmember Jim Bagby

Councilmember Dewey Destin
Councilmember Rodney Braden
Councilmember Kevin Schmidt

Destin City Staff

City Manager Larry Jones
Public Works Director Michael Burgess
Public Information Director Tamara Young
City Engineer Robert Tomasek
Community Development Director David Prichard
HR Director Jaime Haynes
Projects/Grants/Contract Manager Jeffrey Cozadd
City Attorney Kimberly Kopp

City Clerk Rey Bailey
Parks & Recreation Director Lisa Firth
Principal Planner Daniel Butler
Finance Director Krystal Strickland
Code Compliance Manager Christopher Koch
Senior Planner Jesse Hernandez
IT Specialist James Lauria

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

Agenda item 6H(2) – “*One Million Oyster Project*” was moved to the top of the agenda and listed as agenda item 1B.

Motion by Councilmember Bagby, seconded by Councilmember Destin, to approve the agenda, as amended, passed 4-0. Councilmember Geile was not present during the voting. Council members Hebert and Trammell were absent from the meeting.

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

A. Parks and Recreation Committee Annual Report

The Parks & Recreation Committee presented their annual report and workplan.

Motion by Councilmember Bagby, seconded by Councilmember Destin, to approve the Parks & Recreation Committee’s Workplan passed 5-0.

The Parks & Recreation Committee, led by Committee Chair Autumn Weidenhamer, presented the committee's 2025 annual report and work plan to the city council:

The committee outlined ongoing work plans including the Adopt-a-Park effort (regular cleanups and reporting needed improvements at the dog park), twice-yearly park inspections with maintenance and improvement recommendations, and support of Tree City USA efforts through the annual Arbor Day ceremony and tree planting. The committee also discussed improving the community "adopt-a-tree/bench" process to make it more accessible through the city website and to help raise funds for parks and recreation.

The committee highlighted new and returning initiatives, including the return of Pooch Palooza (which raised over \$1,000 through the Parks Foundation for dog park improvements), a renewed focus on making one substantial visible improvement per year at a park, installation of Little Free Libraries beginning at the dog park, efforts to bring back bike helmet and road safety programming, and planning a community grand opening for the long-awaited pickleball courts. The committee also noted key motions and priorities advanced during the year, including support for breakwater and oyster gardening concepts, support for Destin Little League improvements including and continued work with the Perez Planning process for park improvements and long-term park visioning.

The committee emphasized its measurable impact through inspections, staff collaboration, community engagement, and participation in master plan design phases to ensure resident voices are reflected in long-term planning.

Councilmember Bagby thanked the committee for an organized, effective report and asked the committee to assist the council by prioritizing needs. He noted the city receives many different ideas and requests ranging from skate parks and dog park expansion to turf fields, pocket parks, and numerous other proposals. He encouraged the committee to bring forward two or three top priorities as a committee to help guide council decision-making and focus effort and resources.

Mayor Wagner asked the committee to identify recurring issues they see across multiple parks – issues that might indicate a need for additional funding, staffing, or new approaches. The mayor also referenced the council's visioning session and noted that one shared theme was beautification of the city, encouraging the committee to continue elevating what they observe consistently in the parks as part of improving the overall look of Destin.

Councilmember Schmidt complimented the presentation and expressed strong support for parks and recreation. He highlighted the committee's mention of a recreation registration calendar as an important step and emphasized that Destin's recreation programs and facilities appear to be over capacity across the city. He encouraged the committee to help evaluate and better understand community needs for recreation across all ages – both for City programming and rentals.

Councilmember Schmidt also urged the committee to engage early in discussions about the city's long-term recreational facility needs, including what a future community center or expanded recreational facility might look like in two, five, and ten years. He referenced the significant costs being discussed for repairs and replacements at existing facilities and noted that with new parks and facilities being added, the Parks & Recreation Department will face increasing demand. He encouraged ongoing workshop-style discussion by the committee so that recommendations can feed into council planning and help address both immediate needs and long-term capacity challenges.

Next item discussed was agenda item 6H(2) - "One Million Oyster Project"

2. PUBLIC COMMENTS

David Bateman of 631 Mountain Drive, introduced himself as an active-duty Army warrant officer retiring within 60 days. He shared that he has lived in/near Destin since 2019, earned Florida fire credentials, worked part-time as a firefighter, became a local divemaster, and volunteers at Shoreline Church. He stated that he recently applied for an open City of Destin job and wanted council to “put a face to a name” in case there are questions.

Carrie Harbarger of 307 Mountain Drive warned council about alleged contamination at the former concrete plant property being discussed in relation to parks/development. She claimed eight containers/barrels of fly ash remain buried on-site and said the city received a credit at purchase to remove them but they were never removed or fully tested. She urged that the containers be removed before the land is developed or used by children.

Ricky Lynn Grant Jr. of 175 Main Street mentioned a real estate deal involving a large farm property in Tennessee and related ambitions including potential high-value home plans. He described a dispute at the Destin Library that resulted in him being trespassed for one year after law enforcement involvement. He said the ban is expected to be up around May 22 and explained he uses library computers for work but considers the situation a “toxic environment,” while acknowledging the staff member’s rights.

Joe Fitzpatrick of 3879 Indian Trail raised ongoing drainage and stormwater problems affecting his parcel, stating the issues are documented and have reduced the property’s usability and marketability. He noted that stormwater abatements were on the agenda and said his situation aligns with areas identified in city planning documents. He expressed optimism that recent engagement with city leadership could lead to a practical resolution and offered to provide updates.

Don Dulles of 442 Snapper Drive described recurring flooding impacting his home/garage and said he has been raising the issue for about four years. He argued his street did not receive promised drainage work from prior projects (referencing 2017 improvements), and criticized inconsistent standards in drain/swale depth compared with nearby streets. He cited city/public documents and regulatory obligations (including NPDES/MS4 references) to argue the city is responsible for managing runoff and preventing flooding. He urged council to prioritize funding and fix Snapper Drive flooding, noting an agenda item that he hopes addresses it.

3. CONSENT AGENDA

- A. Resolution 26-01 and TRIP Supplemental Agreement - Crosstown Connector
- B. RFB 26-01-PW Community Center Roof Replacement
- C. 619 Choctaw Drive Residential Marine Construction, PZ-2025-27
- D. Resolution 26-03 Financial Institution Signature Authority
- E. Approval of minutes of January 23, 2026, Council Strategic Visioning Session
- F. Approval of minutes of January 5, 2025, Council Executive Session

Councilmember Destin moved for the approval of Consent Agenda items 3A through 3F, as printed above, seconded by Councilmember Bagby. Motion passed 5-0.

4. CITY MANAGER REPORTS

- A) RFB 25-17-CM Crosstown Phase 2 Construction Contract

The City Manager noted that the city council previously awarded the Phase 2 Cross Town Connector project to C.W. Roberts as the lowest responsive bidder. This item approves the construction contract with C.W. Roberts in the amount of \$5,642,445.10 to complete the work as specified in the bid documents. The City Manager also noted there was a change in the contract: the liquidated damages amount shown in the agreement as \$500 per day was a misprint, and the correct amount is \$1,500 per day. Staff has conveyed this to the contractor and the contract will be revised accordingly. Staff recommends approval.

Councilmember Bagby moved to approve the contract with CWR for RFB 25-17-CM and direct the City Manager to execute the contract and issue a notice to proceed. The motion was seconded by Councilmember Destin and passed 5-0.

B) RFB 25-14-PW, Fire Equipment, Alarm Monitoring, and Life Safety Systems, authorization to execute a contract

The City Manager explained that this item involves executing a contract for fire equipment alarm monitoring and life safety systems. He noted the item had been presented at the prior meeting, but staff needed additional work before bringing it forward again. He reported that, through the Public Works Director's efforts, that follow-up work reduced the contract cost by an additional \$500, and he recommended the city council approve the award and authorize execution of the agreement.

Councilmember Bagby moved to authorize the City Manager to execute the continuing services contract with B&C Fire Safety for a three-year term with two optional one-year renewals. The motion was seconded by Councilmember Destin and passed 5-0.

C) Review of Existing Code Requirements for City Lien Reduction Applications

The City Attorney introduced the agenda item as a review of the city's existing code requirements for lien reduction applications. She explained that, under Florida law, the city can place code enforcement liens on properties that remain non-compliant after the required statutory process is followed, including proceedings before the Special Magistrate.

She noted that property owners frequently ask the city council to reduce these liens because they typically accrue daily – generally ranging from \$50 to \$500 per day, depending on the lien. She reminded council that, at the prior meeting, council requested a recommendation on whether to change the current lien reduction process.

The City Attorney's recommendation was to keep the current code and criteria in place, but make one targeted change: remove Section 14-86(c), which contains a chart council previously imposed on itself that limits how much a lien may be reduced. She explained that removing the chart would still allow council to reduce liens by those same amounts – or any amount up to 100% - without the current self-imposed restrictions. She concluded by emphasizing that the decision is a council prerogative and that other options, including making no changes, could also be discussed.

Councilmember Destin moved to direct staff to bring back an ordinance for first reading that deletes Section 14-86(c) of the City Code of Ordinances, seconded by Councilmember Bagby. Motion passed 4-1, with Councilmember Geile dissenting.

D) Proposed City/County Interlocal for State Park Adjacent to Norriego Point Park

The City Attorney introduced the agenda item as a proposed city–county interlocal agreement related to the newly acquired state park adjacent to Norriego Point Park. She reminded council that on January 20 the council directed the mayor to attend the Okaloosa County Board of County Commissioners meeting on Tuesday, February 17 at 8:30 a.m. in Shalimar, accompanied by the City Attorney and City Manager, to request the county’s support for an interlocal agreement recognizing collaboration on the park’s future development.

She explained the agreement is intended to apply if the county obtains a legal interest in the state park (such as through a lease with the State’s Board of Trustees or another state agency). At the time of the presentation, she stated she was not aware the county had secured a legal interest yet, and she did not believe a lease had been signed (or, if it had, the city had not been informed).

The City Attorney then briefly summarized what the interlocal provides, including that the city and county would work together on future management and development of the park. Key points included: recognition that the state park lies entirely within the City of Destin; that the city owns and controls the right-of-way serving the property as well as the adjacent city park; acknowledgement that the state intends the park to be developed and managed in collaboration with the city; a commitment that if the county gains a legal interest it will coordinate and collaborate with the city before submitting applications related to the park; agreement to collaborate on development plans consistent with the city’s Comprehensive Plan and Land Development Code and to work jointly on a management plan for state consideration; and finally, that neither party would submit a proposed management plan to the state without approval from both the Destin City Council and the County BCC.

Councilmember Destin moved to approve the proposed interlocal agreement and to direct the City Manager to have the Public Information Director post the item on the appropriate public platforms and notify affected parties, including Holiday Isle residents through their Homeowners’ Association. The motion was seconded by Councilmember Schmidt and passed by a 5–0 vote.

E) Consideration of Proposed Initiatives Emerging from the Council Strategic Visioning Session held on January 23, 2026

The City Manager stated that the recent visioning session was successful and produced valuable ideas and clear direction. Staff used that direction to prepare specific items for discussion at tonight’s meeting, while emphasizing this is not the full picture – work is ongoing, and they may contact members for clarification as they continue moving initiatives forward. He added that if anything requested for tonight was missed, members should speak up and identify what needs to be added next.

1) City Council Representatives to Local/Regional Committees

Okaloosa County Economic Development Council Policy Board

Councilmember Schmidt moved to reappoint Mayor Wagner as the City’s primary representative to the Okaloosa County Economic Development Council Policy Board, with Councilmember Hebert serving as the alternate representative. The motion was seconded by Councilmember Destin and passed 5-0.

NW Florida League of Cities.

Councilmember Schmidt moved to reappoint Mayor Wagner as the City's primary representative to the NW Florida League of Cities Board of Directors with Councilmember Trammell serving as the alternate representative. The motion was seconded by Councilmember Geile and passed 5-0.

Okaloosa – Walton TPO

Councilmember Bagby moved to reconfirm Mayor Wagner as the City's primary representative to the Okaloosa–Walton Transportation Planning Organization (TPO) Board; to designate Councilmember Trammell as the City's second primary representative and voting member; and to appoint Councilmember Hebert as the alternate representative. The motion was seconded by Councilmember Geile and approved by a 5–0 vote.

Motion by Councilmember Bagby, seconded by Councilmember Geile, to adopt the following assignments as presented, passed 5-0.

Okaloosa County League of Cities :

Primary: Mayor Wagner
Alternate: Councilmember Hebert

Okaloosa County Public Library Cooperative:

Primary: Councilmember Braden
Alternate: Councilmember Trammell

Okaloosa County Public Transit Cooperative:

Primary: Mayor Wagner
Alternate: Councilmember Trammell

Tourist Development Council (TDC):

Primary: Councilmember Schmidt
Alternate: Councilmember Hebert

Walton/Okaloosa/Santa Rosa Regional Utility Authority (RUA):

Primary: Councilmember Destin
Alternate: Councilmember Bagby

Emerald Coast Regional Council (ECRC)

Primary: Councilmember Bagby
Alternate: Mayor Wagner

2) Available Funding Summary - Informational Only

Motion by Councilmember Schmidt, seconded by Councilmember Geile, to provide the Available Funding Summary List to the Harbor CRA Advisory Committee, Town Center CRA

Advisory Committee, Public Works/Safety Committee, and the Parks & Rec Committee, to review and discuss at their next meetings, and provide their feedback to the city council, passed 5-0.

- a) Consideration of Staff Salary Increases (Councilmember Geile's visioning item no. 1)

Councilmember Geile moved to direct staff to calculate and present to the council the total cost to the city of providing city employees with salary increases of 1%, 2%, and 3% for the council's review. The motion was seconded by Councilmember Schmidt.

Councilmember Bagby said he didn't understand the "genesis" for considering mid-year raises and questioned why this was being done outside the normal budget and compensation process. He noted staff compensation has already increased since the budget was adopted and raised concerns that using a raise to offset the added employee deductions from the switch to FRS and Social Security would be unfair to employees who did not switch, could be prohibited by state law, and could expose the city to legal risk. He emphasized employees were informed of the costs before electing to switch, and he did not see a need for additional increases given recent COLAs, merit increases, and the city's competitive salary position.

Motion passed 3-2 (Council members Schmidt, Geile, and Braden voted "yes"; Council members Destin and Bagby dissenting voted "no").

- b) Potential Multi-story Parking Structure (Councilmember Geile's visioning session item no. 2)

Councilmember Geile moved to direct staff to return with a cost estimate for clearing the parking lot site and constructing the first level of a parking structure in a manner that would accommodate future expansion to additional levels. The estimate was also to include the projected cost to complete and operationalize only the first level of the structure. The motion was seconded by Councilmember Schmidt.

During discussion, members questioned whether the request was premature due to the lack of revenue projections and uncertainty about Town Center plans, and noted that existing surface lots were not fully utilized. Councilmember Bagby asked for clarification on the level of accuracy needed and whether formal plans already existed or if only conceptual renderings were available. Staff indicated they were unsure whether full plans existed and requested time to verify what materials were on file. Discussion also referenced a separate FY27 capital improvement plan item to consolidate existing lots. Based on the need for additional information, Councilmember Geile withdrew the motion to revisit the matter at a future meeting.

- c) Stormwater Abatement Funding (Councilmember Geile visioning session item no. 3)

Councilmember Geile moved to direct the Public Works Director to identify and report back on any additional resources necessary to support expanded stormwater abatement efforts, including work on Snapper Drive and the Director's ongoing program, and to ensure the department is adequately supported in carrying out the stormwater abatement process. Councilmember Braden provided a second to the motion.

Councilmember Braden questioned the prior city work at Snapper Drive (about \$7,600), noted it did not achieve the desired result, and asked about moving to a "Plan B," including whether

the swale could be made deeper and how liability would be handled if it were significantly deepened. The City Manager and staff confirmed the cost and that the city implemented the homeowner-provided plan, explained depth limitations due to slope constraints, and noted a much larger, previously developed concept would be a major project costing several hundred thousand dollars, with liability concerns for any deeper excavation.

Councilmember Bagby emphasized the issue is in the city right-of-way but recommended addressing internal runoff sources first – particularly roof downspouts – before pursuing expensive large-scale solutions. He suggested using exfiltration tubing/rain barrels and installing French drains to infiltrate roof runoff, and cautioned that a very deep swale in the right-of-way would create public safety risks and city liability. Staff also referenced the City’s 2022 Stormwater Master Plan identifying multiple flood mitigation projects. Councilmember Destin emphasized the city’s responsibility for water coming off the right-of-way onto private property and supported getting the report to guide funding and next steps.

Motion passed 5-0.

3) Destin's Core Values: Prioritized Strategic Goals

- a) Amend Strategic Goal No. 6 (Councilmember Bagby's visioning item)

Motion by Councilmember Bagby, seconded by Councilmember Destin, to amend Destin’s Core Values: Strategic Goal No. 6, changing the title to read, “Promote and protect our natural environment, passed 5-0.

4) Section 1: Council Objectives: Council's Critical, Important, and Desirable Priorities

- a) Remove Critical Priority No. 1.1 and adjust and renumber the remaining priorities, accordingly, including elevating items through 1.9 into the critical priorities list (Councilmember Bagby's visioning item)

Councilmember Bagby asked to remove “Critical Priority 1.1” and renumber the remaining priorities, emphasizing that the list should be true priorities (conceptual goals) rather than a CIP-style list tied to specific projects. He stressed that council must make a major near-term decision about the Destin City Center / “town center” concept because it will drive funding and capacity over the next five years. He stated the city cannot pursue two “main efforts” (both the proposed city center concept at the current site and a separate major effort at/near the existing community center), and he noted uncertainty about the name “city center,” while acknowledging public input favored keeping “everything in one place” where the city already has land/resources.

Councilmember Bagby also noted that public waterfront acquisition should remain among the top priorities given Destin’s identity as a water-based community, even after recent purchases, including property at the foot of the Marler Bridge and parcels in Crystal Beach. He also supported keeping undergrounding utilities as an ongoing priority beyond Phase 1, and recommended retaining a pedestrian access/underpass concept related to the Marler Bridge/Harbor area. On mobility, he suggested reframing the two-lane crosstown connector as a broader priority focused on improving crosstown transportation/mobility. He also referenced continuing needs for parking, annexation, sports park improvements, beach nourishment, and noted mixed support for items like regional transit/ferry and workforce housing depending on council preference.

Councilmember Schmidt cautioned against focusing only on “where” a town center would be without clarifying what is needed, arguing the core need may be a municipal recreational facility (indoor) and possibly combining facilities (as the City Hall replacement concept expanded the scope). The discussion connected this to Priority 1.9 (Threadgill Master Park Plan), with a suggestion to update 1.9 to explicitly include an indoor municipal recreational facility alongside outdoor sports center planning.

Ultimately, due to the scope and time required, Councilmember Destin suggests tabling this topic until March, requesting it be set aside as a dedicated agenda section, and potentially starting the meeting earlier.

Motion by Councilmember Destin, seconded by Councilmember Bagby, to table discussion of this item to the second meeting in March, and to schedule that meeting for 5:30 PM instead of 6 PM passed 5-0.

5) Projects Display Board (Councilmember Braden's visioning item)

At the visioning session, the City Manager explained that Councilmember Braden had requested an electronic message board to be placed in the Council Chambers area – potentially in the lobby and even at City Hall. The purpose of the board would be to track city projects and show where each project stands, including whether it is on schedule, on budget, or delayed. The City Manager noted that staff have already been working on the concept, credited the IT Director and his team for significant work so far, and said the board would be installed as soon as the remaining details are finalized.

Councilmember Braden expressed appreciation and said the board would be a useful reference for everyone. However, he also cautioned that the board should not include projects that the city has been working on for “20 years.”

F) Code Compliance Operating Guide

The Community Development Director presented the 2026 Code Compliance Operating Guide as a tool to educate code officers on city council priorities and to provide direction on how those priorities should be executed in the field. He explained that the guide would be updated whenever council changes its focus areas. He described the document as organized into five main sections: mission and focus including council’s highest code compliance priorities and the department’s broader responsibility; organization and operations including staffing structure and a schedule designed to provide seven-day coverage with rotating sector patrols; prevention and outreach (public education through meetings, flyers, and media reminders, including pre-registration sessions for short-term rentals and livery registrations); enforcement and processes (a progressive approach beginning with education and voluntary compliance before escalating to citations, notices of violation, and hearings before a magistrate); and data-driven accountability (tracking cases to ensure they remain open until fully resolved, conducting periodic follow-ups, and regularly notifying property owners about liens and accrued amounts to prevent unresolved violations from being ignored).

Following the presentation, council members focused heavily on consistency, priorities, and how the guide would be applied in real-world enforcement situations. Councilmember Schmidt asked for confirmation that the guide would be the operating standard moving forward, and he posed an example involving a complaint at one property where a neighboring property has the same violation. Staff indicated the department’s intent is to apply enforcement consistently and not allow one property to remain unaddressed simply because the initial complaint named only one location.

Council discussion then revealed differing interpretations of how far that consistency extends – whether officers should cite only what they observe at or near the complaint location or whether they should proactively expand enforcement beyond what is immediately apparent. Councilmember Bagby emphasized that officers generally respond to specific complaints and are not expected to canvass entire neighborhoods for similar minor violations, but agreed that if an officer observes a similar violation nearby – either through observation on scene or because the complainant identifies it – then it should be addressed to maintain fairness and credibility.

A significant portion of the discussion centered on the guide’s stated Council priorities – parking, signs, trash/debris, and permit violations – and whether beach vendor enforcement and harbor-related issues should be explicitly included as priorities if staffing is being dedicated to those areas. Councilmember Schmidt questioned why the plan assigned daily coverage to both the beach and harbor when beach vending was not listed among the priorities. He recommended that if beach vendors and similar enforcement issues are truly a council priority, they should be stated clearly in the guide so staffing decisions align directly with written policy.

In response, staff explained the beach and harbor coverage was based on prior council discussions and the volume of summer complaints, including beach vending concerns and harbor issues such as inadequate parking tied to livery operations. Councilmember Bagby stated he would support formally designating vendor enforcement as a proactive priority if council intends it to be enforced immediately rather than through the standard warning-and-escalation process, noting that resort-community dynamics – particularly short-term visitors – often require quicker enforcement responses. Another council member voiced strong support for focusing resources on the beach and harbor during the summer months, stating these areas are the city’s priorities during peak season and offering to place the issue on a future agenda for clear direction and a vote if needed.

Council also discussed the difference between proactive enforcement and complaint-driven enforcement, and the practical challenges of applying strict consistency in “gray area” scenarios. Members acknowledged the need for discretion in one-time situations, such as holiday gatherings, Super Bowl parties, or occasional events where temporary right-of-way parking occurs, while also recognizing that recurring problems – such as habitual overflow parking tied to certain properties or operations – may warrant more direct enforcement. The discussion returned repeatedly to the shared goal of being consistent across the board while avoiding arbitrary enforcement decisions. Councilmember Geile cautioned that staff should prepare for a high volume of reports and communications from a particularly active citizen who frequently reports violations, especially in the Holiday Isle area, and urged the department to have a plan to handle that workload.

Several members underscored that stronger enforcement must also be paired with practical solutions that reduce pressure on neighborhoods. One council member noted that issuing tickets may not fully resolve persistent right-of-way parking complaints if the vehicles remain in place day after day, and suggested the city consider an overflow parking option referenced in the mobility plan – potentially a parking lot in the power line easement area – so officers can cite violations while also directing visitors or overflow vehicles to legal paid parking that costs less than repeated citations.

Councilmember Braden emphasized that the harbor is a critical priority for the community and argued that code compliance could be justified on the harbor at a near full-time level, noting historic issues where approvals and parking claims did not match actual conditions. He encouraged proactive review of development orders and conditions on the ground, and urged council to remain committed to enforcement consistency over time. Overall, council members expressed appreciation for having a formal guide in place, supported the emphasis on education and voluntary compliance, and encouraged clearer alignment between the written priority list and staffing/enforcement

practices – particularly for beach and harbor activity – so expectations are transparent for staff, residents, and visitors alike.

G) Announcements

- 1) Meeting with FDOT District Secretary (Tim Smith): A meeting is planned for next week in Chipley, with the Mayor and City Manager traveling to meet with Tim Smith and his staff.
- 2) Letters opposing oil drilling/energy exploration in the Eastern Gulf: The requested letters have been sent to the full federal delegation.
- 3) Harbor cameras – coordination with the Sheriff’s Office: The city has spoken with the Sheriff’s Office; there are opportunities to work together. City IT and Sheriff IT are now discussing technical integration/details.
- 4) Harbor One seawall — coordination with county staff and the TDC: A conversation was held with Mr. Coffey, and discussions will continue at a meeting later this week (still in progress).
- 5) Annexation survey results: Survey data is complete and has been shared with council. Highlights:
 - 151 completed surveys
 - 7.6% margin of error
 - 98% answered the annexation view question (2% did not answer)
 - 31.1% supported (strongly or somewhat)
 - 44.4% opposed (strongly or somewhat)
 - 22.5% unsure
 - Results are also broken down by area/neighborhood.
- 6) State of the City Address: Mayor Wagner will deliver the State of the City on Tuesday, February 17 at 5:00 PM in the Annex (public encouraged to attend or watch via livestream).
- 7) Regular Council Meeting (same night): The regular council meeting will follow on Tuesday, February 17 at 6:00 PM (not the usual Monday schedule).

5. PUBLIC HEARINGS

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

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

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

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

Motion by Councilmember Bagby, seconded by Councilmember Braden, to adopt Ordinance 25-13-PC passed 5-0.

- B. Second reading of Ordinance 25-26-LC - Deleting Section 7.13.00, "Nonconforming Uses and Structures" and Section 16.08.00, "Nonconforming Signs" of the Land Development Code and creating a new Article 3, "Nonconformities"; amending and updating regulations relating to nonconformities; creating an exception for structures located within the South Harbor Mixed Use (SHMU) that are damaged by natural disasters or certain other forces majeure by greater than fifty percent as set forth herein.

The City Attorney read proposed Ordinance 25-26-LC by title, and then presented it to the city council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, DELETING SECTION 7.13.00. "NONCONFORMING USES AND STRUCTURES" AND SECTION 16.08.00. "NONCONFORMING SIGNS", OF THE LAND DEVELOPMENT CODE AND CREATING A NEW ARTICLE 3 "NONCONFORMITIES"; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Councilmember Bagby moved to adopt Ordinance 25-26-LC on second reading, seconded by Councilmember Destin. Motion passed 4-1, with Councilmember Braden dissenting.

- C. First reading of Ordinance 26-05-LC - Amending Article 8, "Transportation" of the Land Development Code; amending Section 8.06.00, "Vehicle and Parking Standard" and Section 8.09.00, "Multimodal Transportation District"; deleting multimodal Transportation District(MMTD) and replacing with "Parking Standards for Commercial Mixed-Use, Multifamily and Transit Oriented Development"; amending and removing parking reduction options; removing on-site parking maximums; removing alternative parking options as set forth herein; deleting Map 8-4 "Multimodal Transportation District Map."

The City Attorney read proposed Ordinance 26-05-LC by title, and then presented it to the city council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING ARTICLE 8, "TRANSPORTATION", OF THE LAND DEVELOPMENT CODE; AMENDING SECTION 8.06.00 "VEHICLE AND PARKING STANDARDS" AND SECTION 8.09.00 "MULTIMODAL TRANSPORTATION DISTRICT"; DELETING MULTIMODAL TRANSPORTATION DISTRICT (MMTD) AND REPLACING WITH "PARKING STANDARDS FOR COMMERCIAL MIXED-USE, MULTIFAMILY AND TRANSIT ORIENTED DEVELOPMENT"; AMENDING AND REMOVING PARKING REDUCTION OPTIONS; REMOVING ON-SITE PARKING MAXIMUMS; REMOVING ALTERNATIVE PARKING OPTIONS AS SET FORTH HEREIN; DELETING MAP 8-4 MULTIMODAL TRANSPORTATION DISTRICT MAP"; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Motion by Councilmember Bagby, seconded by Councilmember Destin, to approve Ordinance 26-05-LC on first reading passed 5-0.

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

- A. Councilmember Braden
- B. Councilmember Trammell
- C. Councilmember Destin

Councilmember Destin moved to direct staff to draft an ordinance sending it directly to the Local Planning Agency for review that would allow small recreational docks to be permitted through an administrative approval process. Under the proposed ordinance, docks meeting specified size criteria and receiving FDEP approval may be approved by staff without undergoing the full review process, with the ordinance to return to the city council for consideration. The motion was seconded by Councilmember Geile and approved 5-0.

- D. Councilmember Bagby
- E. Councilmember Hebert
- F. Councilmember Geile
 - 1) Projects Status/Updates
- G. Councilmember Schmidt

Councilmember Schmidt moved to direct staff to draft an ordinance amendment permitting recreational facilities within the Industrial zoning district and to submit the proposed amendment to the Local Planning Agency for review. The amendment is to include specific parking requirements, including provisions that address how batting cage square footage will be calculated for parking purposes. The motion was seconded by Councilmember Braden and passed 5-0.

Councilmember Schmidt moved to direct the City Attorney to reopen negotiations with the owner of the property located at 446 Calhoun Avenue. Motion was seconded by Councilmember Braden and passed 5-0.

- H. Mayor Wagner
 - 1) Annexation approval of metes and bounds survey

Motion by Councilmember Destin, seconded by Councilmember Geile, to approve the metes and bounds survey required by Florida Statutes to begin the process of annexation for unincorporated Destin passed 5-0.

2) One Million Oyster Project

John Stephens, Vice Chairman of the Harbor & Waterways Board, presented the Million Oyster Project as a long-term environmental restoration effort for Destin Harbor designed to improve water quality, strengthen marine habitat, and engage the community in stewardship. Modeled after New York City's Billion Oyster Project but implemented at a smaller local scale, the initiative would be carried out in partnership with the Choctawhatchee Basin Alliance (CBA) with an initial goal of restoring one million oysters by the early 2030s. He explained that the project would combine bottom oyster beds, vertical oyster gardens (VOGs), and oyster shell recycling through local restaurants. He emphasized that the oysters are not intended for harvesting or eating, but instead serve as natural water filters and habitat builders, and that the program is designed to continue beyond the first million oysters. He described how VOGs would be deployed at private docks or businesses for one year, then relocated to a centralized harbor location to continue growing, while participants receive new VOGs annually – creating a cycle that builds cumulative impact over time.

Allyson McDowell, Director of the Choctawhatchee Basin Alliance (CBA), provided additional background and scientific context, noting that CBA was inspired by the Billion Oyster Project because many key components were already underway locally, including oyster shell recycling and small-scale oyster and vertical oyster gardening. She stated that one adult oyster can filter up to approximately 50 gallons of water per day under ideal conditions and that oyster reefs and hanging VOGs provide important habitat and feeding areas for fish and other organisms, making them a foundational element of a healthy harbor ecosystem. She emphasized that the hanging gardens portion would not require significant cost to the city because CBA already has shell supply, expertise, and the ability to ramp up quickly, while the next steps would involve identifying suitable locations for bottom oyster gardens. She explained that CBA already has an oyster habitat suitability model developed with university scientists to identify ecologically appropriate areas, but that site selection would also need to consider navigation and recreational use, followed by field confirmation using collection plates to measure oyster spat settlement before moving forward.

During discussion, Councilmember Bagby noted this project appeared to be associated with the Harbor & Waterways Board rather than the Harbor CRA Advisory Committee, and he expressed support for the concept, particularly because the initial phase carries minimal cost. He cautioned, however, that expenses are more likely during the later bottom-garden phase due to materials, design, and permitting requirements. He also advised against citing Triumph Gulf Coast as a likely funding source, stating that Triumph funding generally requires job creation or commercialization, and this project is non-commercial because the oysters cannot be harvested for consumption.

Mayor Wagner's comments focused on process and fiscal planning, confirming that the request at this stage was for direction and approval for the city to collaborate with Mr. Stephens and CBA, and acknowledging that while the initial hanging gardens work may be low-cost, future phases – particularly permitting and other implementation costs – would likely require budgeting as the project progresses.

Councilmember Schmidt moved to authorize the city to collaborate with Mr. John Stephens and the Choctawhatchee Basin Alliance on the One Million Oyster Project. The motion was seconded by Councilmember Destin and passed unanimously, 5-0.

Following this item, the council moved on to Agenda Item #2 - *Public Comments*

I. City Attorney

7. PUBLIC COMMENTS

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 8:55 PM.

Bobby Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 17, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

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

FROM: Lisa Firth, Parks & Rec Director
Krystal Strickland, Finance Director

DATE: February 11, 2026

SUBJECT: Destin Fire District-Beach Safety Contract 2026

I. BACKGROUND: The City of Destin, in partnership with the Okaloosa County Tourist Development Council (TDC), has consistently invested in Beach Safety and Lifeguard Services to enhance the safety and enjoyment of the city's beaches. Since Fiscal Year 2005, the City has specifically funded lifeguard services through the Destin Fire Control District (DFCD). Beginning in 2007, the City allocated \$100,000 annually to support these services. Fiscal Year 2025 marked the first significant increase in this funding, with an approved budget of \$282,000 dedicated to Beach Safety and Lifeguard Services.

II. DISCUSSION: The attached interlocal agreement contains a Scope of Services which describes the services to be provided to the City of Destin beaches for the \$282,000 payment by the City for FY2026.

On January 20, 2026, Council discussed requesting that the Fire District provide notices to City Code Compliance staff of known City Code violations on the beach, as well as to provide a cost savings to the City in the event that a force majeure results in a beach closure within the City for greater than 7 days. Based on this discussion, Councilmember Bagby moved to table this item to the February 2nd city council meeting passed 5-1; with Councilmember Destin dissenting.

Since that time, the City Manager and City Attorney met with the Fire District. Although the District declined to provide notifications of City Code violations based on the advice of the District's attorney (see attached correspondence) the District did agree to consult with the City regarding potential cost-savings in the event a force majeure results in a City beach closure of greater than 7 days. The contract is attached with this requested change, and the remainder of the contract is unmodified since last considered by the City Council.

- A. Link to Strategic Goals / Objectives:** I. Financially sound city providing service excellence.
 II. Enhanced quality of life and safety for our families.
B. Effect on Budget (EOB): \$282,000 was adopted in the FY 2026 budget to pay for lifeguard services.

	<u>Lifeguard Contract</u>
	<u>001.5210.534002</u>
FY 26 Adopted Budget*	282,000
Previous Expenses/Encumbrances	-
Available Program Budget	282,000
This Agreement +(-)	(282,000)
FY 26 Remaining Program Budget	\$ -

- C. Level of Service (LOS):** This agreement will provide beach safety for residents and visitors and will promote public safety.
D. Legislative Sponsor:
E. Business Impact Statement:

III. CONCLUSION: The City of Destin has provided funds to the Destin Fire Control District since FY 2005 to fund Beach Safety and Lifeguard Services to ensure the safety and enjoyment of the city’s beaches by residents and visitors. The proposed interlocal agreement between the City of Destin and the Destin Fire Control District, outlines the Scope of Services that will be provided for Spring Break and the one hundred (100) days of summer based on the city’s contribution to these services and will enhance the service level provided by TDC funds from Okaloosa County.

IV. RECOMMENDED MOTION: I move to authorize the Mayor to execute the Interlocal Agreement between the Destin Fire Control District and the City of Destin to provide Beach Safety and Lifeguard Services on the City of Destin beaches for FY2025.

Attachments:

1. Email from FD Attorney re: Destin Fire Control District_ City of Destin Interlocal Agreement
2. Beach Safety 2026 Signed_2.11.26

From: [DC Matthews II](#)
To: [Kimberly Kopp](#)
Cc: chief@destinfire.com; [Tammy Tew](#)
Subject: Destin Fire Control District/ City of Destin Interlocal Agreement
Date: Wednesday, February 11, 2026 11:01:42 AM
Attachments: [image001.jpg](#)

Ms. Kopp,

Good morning. As you may know, the District held its monthly meeting yesterday. On the agenda was the Interlocal Agreement for Beach and Safety and Lifeguard Services. It is my understanding that at the urging of the City of Destin, there was proposed language added to Section 6.1 of the Agreement, to wit:

In addition to the services set forth in EXHIBIT A, the District agrees that lifeguards will use best efforts to report any egregious City Code violations (of which they become aware of) to the City's Code Compliance department.

I am of the opinion that this language creates a responsibility on the District to assist with the duties of Code Enforcement for the City of Destin. Code Enforcement is tasked with upholding the City of Destin's ordinances. By its own mission statement, Code Enforcement is composed of "trained officers" who "gain voluntary compliance through education of City ordinances." Simply put, code enforcement officers are trained individuals who are given the necessary training to spot, uphold, and enforce the City of Destin's ordinances. This includes, and most importantly in my opinion, determining whether or not there is a violation of the City of Destin's ordinances.

The language proposed creates a duty on the District to identify what they would interpret as "egregious" code violations. The lifeguards who patrol the beaches are trained in protecting the health, safety, and well being of the public as it relates to beach and water safety. They do not have the training or experience to identify code violations. The only way they could potentially identify what they believe to be a violation would be to become knowledgeable of the City of Destin's ordinances.

Furthermore, the time that it would take for the lifeguards to identify what they believe is a code violation, call it in to Code Enforcement, and deal with the aftermath of the code enforcement investigation would take valuable time away from their duties. It is critical that the lifeguards focus their time on the safety of the public from any beach and water hazards.

It is for these reasons that I recommended to the Board to reject the proposed language. The District and its lifeguards will continue to provide services to the public as it relates to beach and water safety, putting the public's health, safety, and well being first. If there are any issues that the lifeguards believe are outside of their purview, or which they believe amounts to an immediate risk to the public, they will do what they have always done and contact the Okaloosa County Sheriff's Department.

As it relates to the proposed addition to Section 16.1 of the Agreement, there is no issue, and I recommended the Board accept said language which they did.

If you have any questions or wish to discuss further, please let me know.

DC Matthews



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**INTERLOCAL AGREEMENT FOR
BEACH SAFETY AND LIFEGUARD SERVICES**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is made and entered into on the effective date below, by and between the CITY OF DESTIN, a political subdivision of the State of Florida (hereinafter referred to as “the City”) and DESTIN FIRE CONTROL DISTRICT, an independent special district (hereinafter referred to as “the District”).

WHEREAS, the City finds that enhancing the safety of its beaches is an essential component of promoting the City as a tourist destination; and

WHEREAS, the presence of lifeguards will promote safety and encourage enjoyment of the beaches; and

WHEREAS, the City desires beach safety and lifeguard services; and

WHEREAS, the District has offered to render certain beach safety and lifeguard services as more fully described in this Agreement, and has the qualifications, experience and resources to perform such services; and

WHEREAS, the City determines it would be in the best interest of the health, safety and welfare of its citizens and visitors to enter into this Agreement with the District for the rendering of those services described in this Agreement.

NOW, THEREFORE, acting pursuant to their statutory authority and in consideration of the mutual covenants and agreements of the parties, the City and the District agree as follows:

**SECTION I.
AUTHORITY**

1.1 This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes, (hereinafter referred to as the “Act”) and other applicable provisions of law.

**SECTION II.
PARTIES**

2.1 The parties to this Agreement are the City and the District.

**SECTION III.
FINDINGS**

3.1 The recitals set forth above are hereby approved and incorporated herein.

**SECTION IV.
TERM OF AGREEMENT**

4.1 The term of this Agreement shall be for one (1) fiscal year effective October 1, 2025, through September 30, 2026.

4.2 Termination. In the event the City declares a financial emergency as defined by the Florida Auditor General, the City shall provide a thirty (30) day notice and be relieved of any obligations as it pertains to this Agreement and the District will no longer provide the Scope of Services as outlined in **EXHIBIT A**.

SECTION V. **COMPENSATION**

5.1 The City agrees to pay the District for full and timely performance of its obligations hereunder, a total amount of TWO HUNDRED EIGHTY TWO THOUSAND DOLLARS (\$282,000.00) the fiscal year beginning October 1, 2025 (“2026 Contract Amount”).

5.2 Payment will be made in equal amounts by the 15th of each month for the services provided as described in the Scope of Services as set forth in **EXHIBIT A**.

SECTION VI. **SCOPE OF WORK**

6.1 The District shall provide beach safety and lifeguard services as more fully described in the Scope of Services set forth in **EXHIBIT A** attached hereto and incorporated by reference.

6.2 The District shall provide a point-of-contact for the services provided under this Agreement. The point of contact shall be available to the City at all times as necessary for the proper performance of this Agreement by the District.

6.3 The District shall place the City of Destin’s logo (“Logo”) on equipment and vehicles used to provide services under this Agreement. Said Logo shall be provided by the City and shall be non-permanent. Additionally, the District agrees to work with the City to enhance marketing efforts of the City of Destin. Such marketing efforts shall include, but not be limited to, social media development and interaction, public relations and publicity initiatives, webpage links and landing pages, and photograph and video.

SECTION VII. **RECORDS AND REPORTING**

7.1 For the services performed under this Agreement, the District shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the District in connection with the services performed under this Agreement or otherwise paid or to be paid from either incremental revenues or the proceeds of increment obligations, and said books, records, documents and other instruments shall be retained by the District for a period of three (3) full years after termination of this Agreement. However, notwithstanding the above, no books, records, documents or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida Law.

IF THE DISTRICT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DISTRICT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OFFICE OF THE CITY CLERK, City of Destin 4200 Indian Bayou Trail Destin, Florida 32541: (850) 837-4242 rbailey@cityofdestin.com.

7.2 The District must comply with the public records laws, Chapter 119, Florida Statutes, specifically the District must:

- 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 chapter 119 Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the District does not transfer the records to the City.

7.3 Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the District or keep and maintain public records required by the City to perform the service. If the District transfers all public records to the public agency upon completion of the Agreement, the District shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the District keeps and maintains public records upon completion of the Agreement, the District shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

SECTION VIII.

AUDIT

8.1 The City shall have the right from time to time at its sole expense to audit the compliance by the District with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement.

8.2 The City shall have full access, for inspection, review, and audit purposes, to all items referred to in Section VII above and shall comply with all public records laws.

SECTION IX.

REPRESENTATIONS AND WARRANTIES

9.1 The City does hereby represent and warrant to the District that it has all requisite power, authority, and authorization to enter into this Agreement, has taken all necessary actions required to enter into this Agreement, and to fulfill any and all of its obligations, duties, and responsibilities provided for or required of it by this Agreement, whether exercised individually or collectively.

9.2 The District does hereby represent and warrant to the City that it has all requisite power, authority, and authorization to enter into this Agreement, has taken all necessary actions required to enter into this Agreement, make any payment contemplated hereby, and to fulfill any and all of its obligations, duties, and responsibilities provided for or required of it by this Agreement, whether exercised individually or collectively.

SECTION X.
AMENDMENTS

10.1 Neither this Agreement nor any portion of it may be modified or waived orally. The provisions hereof may be amended or waived only pursuant to an instrument in writing, approved by the parties hereto. Any party to this Agreement shall have the right, but not obligation, to waive any right or rights, limitation or limitations, or condition or conditions herein reserved or intended for the benefit of such party without being deemed to have waived other rights, limitations, or conditions. However, any such waiver shall be valid only if expressly granted in writing as described above.

SECTION XI.
DISPUTE RESOLUTION

11.1 The parties shall attempt to resolve any disputes that arise under this Agreement in good faith and in accordance with the provisions of the Florida Governmental Conflict Resolution Act as set forth in Sections 164.101-164.1061, Florida Statutes ("FGCRA").

11.2 To the extent that the parties are unable to resolve this dispute through the provisions of the FGCRA, then within thirty (30) days, the parties shall be required to participate in mediation. The cost of the mediation shall be borne equally between the parties. The mediator shall be mutually agreed upon by the parties.

11.3 In the event that the matter is not resolved through the mediation process, each party shall be free to pursue any of its available remedies.

11.4 Attorneys' Fees and Recoverable Costs

a. In the event of a legal action or other proceeding arising under this Agreement or a dispute regarding any alleged breach, default, claim, or misrepresentation arising out of this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, whether incurred before suit, during suit, or at the appellate level. This Section shall apply to any disputes brought under the FGCRA.

b. Recoverable Costs. The reasonable costs that the prevailing party shall be entitled to recover pursuant to Agreement shall include any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs).

SECTION XII.
SEVERABILITY

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

SECTION XIII.
CONTROLLING LAW

13.1 All covenants, stipulations, obligations and agreements of the City and the District contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements

of each of the City and the District to the full extent authorized by the Act and provided by the Constitution and laws of the State of Florida. The laws of the State of Florida shall govern any and all provisions of this Agreement and any proceeding seeking to enforce or challenge any provision of this Agreement. Venue for any proceeding pertaining to this Agreement shall be exclusively in Okaloosa County, Florida.

SECTION XIV.
NOTICE

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

As to the City as follows:

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

As to the District as follows:

Chief Kevin Sasser
Fire Chief
Destin Fire Control District
848 Airport Road
Destin, Florida 32541

SECTION XV.
NO MEMBER LIABILITY

15.1 Neither the members of the governing body of the City, the District, nor any official executing this Agreement, shall be liable personally or shall be subject to any accountability for reason of the execution by the City, the District or any executing authority of the City or the District for any act pertaining thereto.

SECTION XVI.
FORCE MAJEURE

16.1 A party's timely performance of its obligations under this Agreement, only to the extent it is specifically affected thereby, shall be suspended, without forfeiture of any performance bond or the incurring of any financial liability, when and only for as long as performance of such obligations is prevented by reasons of any of the following cases: (i) acts of God, including without limitation severe weather events, (ii) operation of law, and (iii) any other event beyond the reasonable control of the party whose performance is affected, to the extent not caused by such party's willful or negligent acts or omissions, except in those cases where the party could not have reasonably foreseen and reasonably avoided the occurrence. The party affected by any such event shall give written notice thereof to the other party as soon as practicable after it becomes aware of such an event and, to the extent practicable, shall specify the anticipated length of the delay. The affected party shall use

reasonable efforts to minimize the impact of that delay on that party's performance. In the event of any force majeure causing beach closures for more than 7 days, the District will evaluate the feasibility of providing a pro rata cost reimbursement to the City (for example, may pass on any costs-savings relating to reduced part-time District staff during the force majeure-caused beach closure). Neither party shall be liable to the other for damages caused by such events. This provision shall not apply to obligations to make payments under Section V of this Agreement.

SECTION XVII.
FILING

17.1 The City and the District are hereby authorized and directed after approval of this Agreement by the City and the District and the execution thereof by the duly qualified and authorized officers of each of the parties hereto, to file this Agreement with the Clerk of the Circuit Court of Okaloosa County, Florida for recording in the public records of Okaloosa County, Florida as provided in Section 163.01(11), Florida Statutes.

SECTION XVIII.
SOVEREIGN IMMUNITY

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

SECTION XIX.
INSURANCE, LIABILITY AND INDEMNIFICATION

19.1 The District shall be an independent contractor in regard to the services provided herein and shall not be deemed to be the agent of the City.

19.2 During the term of this Agreement, the District shall have in force general liability insurance with limits of at least \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate naming the City as an Additional Insured and Certificate Holder covering any liability, claim, damage or lawsuit, excluding claims for a taking of property or inverse condemnation, resulting from the actions of the District or its employees, officers or agents in the performance of its responsibilities under this Agreement.

19.3 The District agrees that it shall be fully responsible for all claims, liabilities, damages, costs, actions, suits or proceedings at law or in equity which may occur as a result of the wrongful or negligent acts of its officers, employees, representatives, and agents. The District shall indemnify and hold the City harmless from any and all liability resulting from the wrongful or negligent acts of officers, employees, representatives, and agents.

19.4 Any contractor or consultant engaged by the District for work under this Agreement shall be required to protect, defend, indemnify and hold the District and City harmless from all claims, demands, causes of action or liability resulting from injury to or death of persons or damage to or loss of property sustained as a consequence of the Agreement and arising from the said contractor's or vendor's operations or as a proximate result of the acts or omissions of the contractor, consultant or their employees. Such agreement by the contractor or consultant shall include their indemnification as to any assessment of an administrative fine or penalty by a

governmental entity for a violation of conditions of any required permit related to their actions or failure to act in carrying out their contractual duties. The District shall require the provisions of this section to be included in all contracts between the District and its contractors and consultants for work or services to occur under this Agreement.

SECTION XX.
CONSTRUCTION

20.1 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.

[Remainder of the page left intentionally blank]
[Signatures appear on the following page]

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

**DESTIN CITY COUNCIL
DESTIN, FLORIDA**

By: _____
Bobby Wagner
Its: Mayor

Dated: _____


ATTEST:

By: _____
Rey Baily
Its: City Clerk

Approved as to form and legal sufficiency:

Kim Kopp
Its: City Attorney

DESTIN FIRE CONTROL DISTRICT

By:  _____
James Thomas Green
Its: Chairman

Dated: _____

ATTEST

By:  _____
Kevin Sasser
Its: Fire Chief

Approved as to form and legal sufficiency:

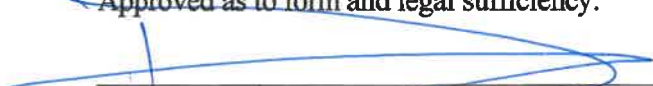
 _____
Dana C. Matthews II
Matthews & Jones, LLP
Its: District Attorney

EXHIBIT A

SCOPE OF SERVICES

The District shall supply two (2) lifeguards with towers at Norriego Point Beach Park and one (1) lifeguard with tower and one (1) lifeguard with a Jet Ski at O'Steen Beach Trail during the specified time frames as described below. The District shall supply Lifeguard Chairs at June White Decker Park, Shirah Street Beach Trail, Shores at Crystal Beach (Hutchinson Street), and Pompano Beach Trail (Old Pier) during the specified time frames below.

The beach safety and lifeguard services shall include, but not be limited to, beach safety education; supervising beach areas from assigned lifeguard locations; patrol vessel; performing rescue and accident prevention activities at the beach and in the open water environment; monitoring and advising beach and water users of local, state and federal laws, rules, and ordinances; providing and coordinating emergency medical and water-rescue activities and emergency response.

Priority duties include:

- The District will provide service for the O'Steen Beach Trail (Harbor 9 and Harbor Officer) and Norriego Point Beach Park (Norriego East and Norriego West) from Friday, May 22, 2026 through Monday, September 7, 2026. O'Steen Beach Trail (Harbor 9) will be in service from 9:45 a.m.-7:00 p.m. and (Harbor Officer) from 9:15 a.m.-4:30 p.m. Norriego Point Beach Park will be in service from 9:30 a.m.-7:30 p.m.
- The District will supply service for the Lifeguard Chairs at June White Decker Park, Shirah Street Beach Trail, Shores at Crystal Beach (Hutchinson Street), and Pompano Beach Trail (Old Pier) from Friday, May 22, 2026 through Sunday, August 9, 2026 from 9:00 a.m.-6:00 p.m.
- The District shall assess the prevailing surf conditions daily, in accordance with United States Lifesaving Association ("USLA") and International Life Saving Federation ("ILSF") standards determine the appropriate beach safety flag and based on that assessment, change the beach flags to reflect the appropriate color and provide lifesaving services. The flag color will be posted no later than 9:30 a.m. daily on the Destin Beach Safety Facebook page.
- Implement the District's beach safety standard operating guidelines so as to best minimize risk to the public and for the safe and efficient operation of lifeguarding service.
- Closely monitoring all aquatic users within designated areas of supervision.
- Maintaining a proactive approach to beach and water safety by advising the public, when necessary, of dangers and providing advice to best minimize risk.
- Educating the public on beach safety and the beach flag system.
- Establishing a social media page that is proactively updated with the current beach flag status and is used to message beach safety information to the public during the season.
- Carrying out the rescue of any person(s) in difficulty and informing other services if and when backup is required.
- The District will provide a monthly invoice to the City with key metrics of the District's services for that month.

- Carrying out the other duties such as Emergency Medical Response and Minor First Aid, Dry-Land and In-Water Missing Person Searches, and Safety Interventions and Preventive Actions as required prevent/treat death of injury, minimizing risk, and maintaining public safety. Providing written reports of incidents and Daily Activity Reports (DAR's) for required beach statistics.
- Monitoring the condition of lifeguard equipment and repair/replace as necessary.
- Undertaking scheduled cleaning and maintenance of surf rescue equipment and facilities on a daily, weekly and monthly basis and repair/replace as needed.
- Maintain personnel training, curriculum, and equipment standards that meet or exceed the standards established by the United States Lifesaving Association's Lifesaving Agency Certification Program.
- Provide an annual comprehensive report to the City Manager which includes, but is not limited to, the following performance measures: (1) the number of personnel used to deliver lifeguard services, (2) the cost of all personnel services, (3) lifesaving activities for the season to include preventative actions and rescues performed, and (4) drowning fatalities in guarded and unguarded areas. The report shall be submitted no later than the end of business on August 10, 2026. If mid-year requests for statistics are needed, the City Manager's office will coordinate with the Beach Safety Division.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 17, 2026
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: Michael Burgess, Public Works Director
David Prichard, Community Development Director
Krystal Strickland, Finance Director

DATE: 02/10/2026

SUBJECT: Resolution 26-02, Amendment to the Schedule of Fees, Section 2 (Building Permit and Developer Fees, correction) & Section 4 (34450X), Parking Facilities User Fees

I. BACKGROUND: SECTION 2: BUILDING PERMITS AND DEVELOPER FEES

Appendix A, Section 2 (354003), Part 28 of the City's Schedule of Fees establishes re-inspection fees associated with Building, Planning, and Engineering inspections. The current language includes a provision stating that "all subsequent re-inspections shall be doubled from the previous fee." This language should have been stricken in the last schedule of fees resolution affecting permits, because the existing fee schedule covers the escalation of fees for re-inspection in accordance with F.S. 553.80 (2) (c) *Enforcement*.

SECTION 4: MISCELLANEOUS: PARKING FEES AND FINES, CLERK'S OFFICE, CEMETERY, ELECTION QUALIFYING FEES, NSF RETURNED CHECK FEE

Appendix A, Section 4 of the City of Destin Schedule of Fees establishes parking-related user fees and fines applicable to Destin's paid parking facilities within the Harbor and Beach Parking Districts. These fees are intended to support the management, maintenance, enforcement, and overall operation of the City's paid parking program. Since adoption of the current fee structure, and in collaboration with the City's new Paid Parking vendor (LAZ Florida) staff has continued to evaluate parking utilization, operational costs, enforcement needs, and consistency with City policy objectives related to access, traffic management, and visitor impacts.

This agenda item proposes an amendment to the portion of Appendix A, Section 4 that addresses paid parking fees. The new proposed language also requires the end-user to pay the merchant service fees and State sales tax (previously paid by the City.)

II. DISCUSSION: SECTION 2 CORRECTION

The intent of re-inspection fees is to recover staff time and administrative costs associated with additional site visits when an inspection does not pass initially. While the existing fee schedule already includes higher fees for second and subsequent re-inspections, the additional statement requiring automatic fee doubling is no longer applicable. The existing fee schedule covers the escalation of fees for re-inspection in accordance with F.S. 553.80 (2) (c) *Enforcement*.

Removing the doubling provision clarifies the fee structure for re-inspections.

SECTION 4 AMENDMENT

Paid parking is a key management tool used by the City to regulate demand in high-traffic areas, promote turnover in limited parking areas, and support compliance with parking regulations. Adjustments to the parking fee schedule allow the City to respond to changing conditions such as increased visitation, inflationary pressures, operational costs, and the need for continued reinvestment in parking infrastructure and enforcement.

The amendment does not alter parking locations, enforcement authority, or fine structures, but focuses on the paid parking fee component while providing clarifying language.

Attachments:

Resolution 26-02 Schedule of Fees

Resolution 25-17 Schedule of Fees

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

B. Effect on Budget (EOB): SECTION 2 CORRECTION

Removing the automatic doubling language is not expected to result in a significant negative fiscal impact. The City will continue to collect re-inspection fees as established in the adopted fee schedule, which are designed to recover costs associated with additional inspections.

The amendment improves predictability in fee application and reduces the potential for disputes or appeals related to escalating re-inspection charges.

SECTION 4 AMENDMENT

The amendment is expected to have a positive impact on parking-related revenues once the updated rate schedule is implemented. Any additional revenue generated would be used to offset the costs associated with parking operations, including maintenance of parking facilities, technology, signage, enforcement, and administrative support.

C. Level of Service (LOS): SECTION 2 CORRECTION

This change is expected to maintain existing levels of service by allowing inspections to be administered fairly, consistently, and efficiently. Clear and predictable fee structures support compliance, reduce confusion for contractors and property owners, and allow staff to focus on timely inspections rather than fee disputes.

SECTION 4 AMENDMENT

The proposed amendment is intended to maintain or improve current levels of service by ensuring that parking revenues remain sufficient to support

effective parking management. Adequate funding helps ensure safe, accessible, and well-maintained parking facilities for residents, visitors, and businesses, while supporting consistent enforcement and customer service.

D. Legislative Sponsor: Councilman Kevin Schmidt

E. Business Impact Statement:

III. CONCLUSION: SECTION 2 CORRECTION

Removing the fee-doubling language, which was not in accordance with the state statute, from Appendix A, Section 2, Part 28 ensures administrative consistency.

SECTION 4 AMENDMENT

Amending Appendix A, Section 4 related to paid parking fees provides the City with the flexibility needed to manage its parking program effectively and responsibly. This action supports long-term operational sustainability, aligns with City policy objectives, and preserves Council authority over fee adoption. The Section 4 amendments provide for flexibility in fee amounts as presented in the attachment. Additionally, during high demand times in the off-season, the parking rates may be adjusted at the discretion of the City Manager, not to exceed the in-season rate. High demand days could include, but are limited to: New Year's Eve, Martin Luther King Jr. weekend, and President's Day weekend.

IV. RECOMMENDED MOTION: I move to adopt Resolution 26-02.

Attachments:

1. Resolution 26-02
Schedule of Fees -
redlined for review
2. Resolution 26-02
Schedule of Fees
CLEAN for signature
3. Resolution 25-17
Amending the
Schedule of Fees FY
2025

RESOLUTION 25-1726-02

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA PROVIDING FOR AUTHORITY; AMENDING THE SCHEDULE OF FEES FOR FISCAL YEAR 20252026; RESERVING THE RIGHT TO FURTHER AMEND THE SCHEDULE OF FEES; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Charter, Section 3.13, stipulates that the City Council shall by ordinance adopt a budget on or before September 30th of each year; and

WHEREAS, the Government Finance Officers Association (GFOA) and National Advisory Council on State and Local Budgeting (NACSLB) provide established guidelines and standards for *Best Practices in Public Budgeting* and promote the adoption of an Account Guide establishing Schedule of Fees; and

WHEREAS, City Council has determined through previous adoptions that the City can benefit by establishing a comprehensive fee schedule;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Destin, Florida:

Section 1. Authority. Authority for enactment of this Resolution is Section 166.021, Florida Statutes, and Section 1.01 of the Destin City Charter.

Section 2. Account Guide - Revenues. The City of Destin hereby amends and establishes the Schedule of Fees set forth in Attachment "A" and as adopted by City Council.

Section 3. Reservation of Right to Further Amend the Schedule of Fees. The City Council of the City of Destin hereby reserves the right to further amend the Schedule of Fees set forth in Attachment "A" and as adopted by City Council through future action and by Resolution.

Section 4. Repealer Clause. All sections or parts of sections of any City of Destin's Ordinance or parts of Ordinances, and any City of Destin's Resolutions or parts of Resolutions, and any City of Destin's Policy or parts of Policy, which are in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Severability. If any portion of this Resolution, including Attachment "A," is determined by any Court to be invalid, the invalid portion shall be stricken and such striking shall not affect the validity of the remainder of the Resolution or Attachment "A."

Section 5. Effective Date. This Resolution shall take effect upon approval by the City Council and signature by the Mayor.

ADOPTED THIS ~~18th~~17th DAY OF ~~AUGUST 2025~~FEBRUARY 2026.

By: _____

Robert T. Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

ATTACHMENT A - Schedule of Fees

Section 1 Culture and Recreation: Library, Parks, Sports Complex, Community Center

Section 2 Building and Developers: Building Permits, Developer fees, Impact fees, Mobility fees, Right-of-Way permits, Engineering, and Map fees

Section 3 Licenses and Permits: Business Tax Receipts (aka business licenses), Rental Registration (LTR/STR), Livery Permits, Vendor Permits, Marine Application Fees, Code Violations

Section 4 Miscellaneous: Parking Fees and Fines, Clerk's Office, Cemetery, Election Qualifying Fees

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Section 1 Culture and Recreation

Fees to utilize specific recreational facilities to continue the operations and improvements of the park area. Fees are established for reservations and permits of recreational and park facilities to provide a user fee for programs wherever applicable within the City and to establish procedures for the collection of such fees. Fees paid by credit card may now or in the future be charged up to 3% by the merchant services provider as per council motion of February 3, 2025.

3471xx LIBRARY SERVICE FEES

Fees collected for library membership and services

Responsible Department: Library

MEMBERSHIP FEES (RESOLUTION 01-27)

Okaloosa County Residents	No charge
In-network, non-resident*	\$40 per family per year
6-month out-of-network, non-resident	\$30 per person
12-month out-of-network, non-resident	\$60 per person

*In-network areas include the other 15 counties in the Panhandle Library Access Network (PLAN) <https://www.plan.lib.fl.us/about-us/>

SERVICE FEES

Lost items	Replacement cost
Sand in book/damaged cover	\$3 re-wrap fee
Local fax	\$1 per page
Long-distance fax	\$2 per page
Printing – black and white	\$0.15 per page
Printing – color	\$0.25 per page
Replacement video case	Replacement cost
Replacement audiobook case	Replacement cost

3472xx PARK AND RECREATION FEES

Fees collected for any type of program open to the public that is not athletic.

Code Reference: Florida Statutes 166.201

Responsible Department: Parks & Recreation

RECREATION & CULTURAL SERVICES		
Department and/or Service	Fee Description	Current Rate
Athletics	Youth & Adult Sports Residents, Per Player	\$30.00 (\$150 Tackle Football \$80 NFL Flag Football)
	Youth & Adult Sports Non-Residents, Per Player	\$50.00 (\$225 Tackle Football \$120 NFL Flag Football)
	Child of Volunteer Head Coach	no charge
	Cheerleading Uniform	\$140.00
Team Sponsors	All Sports Adult & Youth (7yrs. & UP)	\$300.00
	All Youth Sports (3-6yrs)	\$200.00
	Youth Basketball (all ages)	\$150.00
Tournament Fees	Rental Rate, per field – per day	\$150.00, plus \$20/hour per field with lights
	Gymnasium Rental, per gym – per day	300.00, plus \$15/hour attendant fee
	Disc Golf Tournament, per player	\$5.00 + tax
	Field Attendant fields A/B/C/D/F/G	\$10.00 per hour, per field
	Admin fee	\$100.00 per day
	Trash Clean Up	w/concession \$75.00 per day w/o concession \$150.00 per day
	Field Lining (excludes softball/baseball)	\$150.00 per field
	Quick Dry, per bag	\$20.00
	Temporary field fencing, per fence	\$50.00
Rental – Recreational Facilities		
	Destin Community Center – price includes the following: kitchen usage, overhead sound system in gym, portable sound system and set up, microphone, podium, pull down screen with DVD in meeting rooms	Gym (Full) \$100.00/hour Gym (Half) \$50.00/hour Small Meeting Room \$30.00/hour Large Meeting Room \$50.00/hour Attendant \$15.00/hour (after normal business hours)
	Stage rental	\$100.00
	Tables – special event	\$1.00 each
	Chairs – special event	\$0.25 each
	Other Equipment/Supply Rental	Prices vary per item
	Special Event Set up/Breakdown Fee	\$100.00
	Morgan Sports Complex Children’s Park Pavillion, Buck Destin Park, Clement Taylor Park Pavillion, Leonard Destin Park Pavillion	\$65.00 per day
	Alcoholic beverages permit	\$200

Section 1: Culture and Recreation

	Park Water Source	\$30.00 per day
	Park Electric Source	\$10.00 per day
Rental – Ball Parks		
	Athletic Fields, Per Hour	\$30.00 without lights \$50.00 with lights
Programs/activities		
	After School Program Resident/Property owner	\$120.00/month
	After School Program Non-Resident	\$135.00/month
	After School Program – 2 nd Child Resident	\$110.00/month
	After School Program – 2 nd Child Non-Resident	\$125.00/month
	Spring Break Camp Resident/Property Owner	\$150.00/week
	Spring Break Camp Non-Resident	\$180.00/week
	Summer Recreation Resident/Property Owner	\$85.00/week
	Summer Recreation Non-Resident	\$100.00/week
	Daily “Drop In” Rate	\$5/person
	Special Events/Specialty Camps/Other Instructor Led Classes	Prices vary (due to varying instructor charges)
Joe’s Bayou		
	Residential daily launch/recovery fee, per trailer	\$25
	Commercial daily launch/recovery fee, per trailer	\$25
	Resident/non-commercial annual launch/recovery fee	\$0 per household (1 pass) \$0 per senior household, 65+ (1 pass) \$50 per additional pass
	Non-resident/non-commercial, per household per year	\$205
	Destin based commercial launch, per year	\$1,030
	Commercial launch, non-Destin, per year	\$2,060
	Pump out fee, Destin resident	No charge
	Pump out fee, non-resident, per usage	\$5
Henderson Beach State Park Fees		
	Daily entrance pass	\$30 per household (1 per household) \$25 per senior household, 65+ (1 per household)

Section 2 Building and Developers: Construction Permits, Developer Fees, Impact Fees, Mobility Fees, Right-of-Way permits, Engineering, Marine Application Fees, Map Fees

The governing bodies of local governments may provide a schedule of fees, as authorized by statutes for the enforcement of the provisions of its building code. Such fees shall be used solely for carrying out the local government's responsibilities in enforcing the Florida Building Code. All permit, processing, and plan review fees are non-refundable unless extenuating circumstances are submitted, in writing, and approved by the Building Official. All required fees shall be paid prior to the issuance of any permit and at the commencement of any construction. Fees paid by credit card may now or in the future be charged up to 3% by the merchant services provider as per council motion of February 3, 2025.

NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Section 125.56, F.S. Chapter 166.222; FS Section 468.631, 553.721, 553.80

Responsible Department: Community Development/Building Division

329505 Plan Review Fee

The following review fees are applicable to all building construction permits.

Plan Review Fee: All projects are subject to a review fee, which equals the greater of (50%) of the permit fee or actual cost, incurred by the City to include one resubmittal.

1. Projects greater than or equal to four-story and assembly occupancy over 5,000 square feet and/or large projects/developments determined by the Building Official shall be reviewed by a duly Florida Licensed Private Provider. The applicant shall pay the fee to the private provider for their review and the City will waive the Plan Review Fee.
2. The City may require, at the Building Official's discretion, a review of the single-family dwelling plans by a structural engineer. In this case, the applicant shall be required to pay the cost of this review.
3. All projects are subject to a review fee for Engineering/Erosion Control (344900) fee of \$55 to be paid upon submittal.
4. FEMA Flood Zone Review: ALL projects within these zones are subject to a review fee for the Floodplain Review of \$110.00.
5. Wetlands Protection: ALL projects in or adjacent to environmentally sensitive areas (wetlands & open water bodies) are subject to a review fee of \$55. (344900)
6. Any additional resubmittal for review shall be assessed an additional review fee of \$27.50 or 27.50% of the permit fee whichever is greater per division review. (329505)

Section 2: Building Permits and Developer Fees

329506 Contractor Registration Fee

An administrative fee will be charged to all contractors not licensed under FS 489 engaging in business in the City of Destin for which a permit is required. The administrative fee is for verification of state, county, and local licenses, as required by city ordinance and certificate of insurance from a Florida Licensed Insurance Company for General Liability 61G4-15.003(2)(c), and Worker’s Compensation as required by FS 440.103, 440.41, 440.42, and 489.144.

Code Reference: Chapter 13 Art. IV, Sec. 13-75, Code of Ordinances
Responsible Department: Community Development/Building Division

Specialty Contractors- The City will charge one annual administrative fee for all contractors engaging in the practice of contracting in the City of Destin whose scope of work is identified in a specialty contractor’s category.

Contractor annual administrative fee	\$80.00
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354003 Building Code Violations – Unsafe Code Fines and Fees

Fines and fees will be charged for noncompliance with the Florida Building Code to include the following items will be charged \$100 for first citation, \$300 for second citation, and a third citation will result in a summons to appear before the Construction Regulation Board:

- Failure to obtain a permit before commencing work
- Failure to post a notice of commencement
- Failure to obtain required inspections
- Failure to maintain proof of current workers’ compensation or public liability insurance
- Failure to inform the City of change of name style, address, or that licensee has ceased qualifying as a business
- Making misrepresentation on a permit application

Failure to correct building code violations will be charged \$500 for the first citation. The second citation will result in a Summons to Appear before the Construction Regulation Board.

Code Reference: City of Destin Ordinance 366 and Chapter 489 Florida Statutes
Responsible Department: Community Development/Building Division

322000 Building Construction Permit Fees

1. Permit Processing Fee: Administrative processing of \$77.00 is applied to all permits.
2. Penalty Fee: Any work which commences prior to securing the appropriate permit or permits shall be charged double the permit fee rate, which shall be collected by the Building Division. (Note: in accordance with Ordinance 336, the Building Official may issue a citation to the contractor.)
3. Re-Permit Fee:
 - a. Active permits (Change of Contractor): The fee for re-permitting any active permit will be 50% of the original building permit fee, no plan review fee, a \$77 processing fee.
 - b. Inactive permits (Expired): The fee for re-permitting any inactive permit will be regular fees, no plan review fee, and a \$77 processing fee.

Section 2: Building Permits and Developer Fees

4. In accordance with Florida Statute, a Florida Building Code (FBC) Surcharge (208002) is collected on all Building Permits of 1% or a \$2 minimum. In addition, a Building Code Administrators, and Inspectors Fund (BCAIB) Surcharge (208003) is also collected on all Building Permits issued in the amount of 1.5% or a \$2 minimum. Both of these surcharges are remitted to the Florida Department of Professional Regulation.

5. All New (Heated and Cooled) Buildings or Structure Additions (includes Manufactured Buildings).
 - a. Building Division Permit Fee: A permit for any new building or structure, or for any addition to an existing building or structure, or portion thereof is based on square footage of gross floor area multiplied by \$0.22 per square foot.
 - b. Planning Division (329502) permit fee: Residential (Single Family – Attached/Detached or Duplex) is \$0.06 per square foot of gross floor area. This fee includes the initial Certificate of Occupancy as-built site inspection.
 - c. Engineering Division (344900) Permit Fee: Residential (Single Family –Attached/Detached or Duplex) is \$0.08 per square foot gross floor area.
 - d. Planning Division (329502) permit fee: Multiple Family and Commercial Structures. If applicable, the fee is \$132. This fee includes the Certificate of Occupancy or Certificate of Completion and as-built site inspection.
 - e. Engineering Division (344900) Permit Fee: - Multiple Family and Commercial Structures: If applicable, the fee is \$330. This fee includes initial Erosion Control inspection and the Certificate of Occupancy or Certificate of Completion and as-built site inspection.

6. Other Structure Fee:
 - a. Building Division Fee: For all other structures to include non-heated and cooled buildings, renovations, interior buildouts, sheds, decks, fences, site disturbance (applies to Planning & Engineering fees only),etc. the permit fee is \$8.60 per \$1,000 (or fraction thereof).
 - b. Planning Division (329502) permit fee: Residential (Single Family Attached/Detached or Duplex): If applicable, the fee is \$66.00. This fee includes the Certificate of Occupancy/Completion and as-built site inspection.
 - c. Engineering Division (344900) Permit Fee: Residential (Single Family Attached/Detached or Duplex): If applicable, the fee is: \$66. The fee includes Certificate of Occupancy/Completion and as-built site inspection.
 - d. Planning Division (329502) permit fee: Multiple Family and Commercial Structures: If applicable, the fee is \$132. This fee includes the Certificate of Occupancy/Completion and as-built site inspection.
 - e. Engineering Division (344900) Permit Fee: Multiple Family and Commercial Structures: If applicable, the fee is: \$165. This fee includes the Certificate of Occupancy/Completion and as-built site inspection.
 - f. _____

7. Commercial Signs.

- a. The Building Division Permit fee for all permanent signs is based on the total area of each sign (two-sided signs on the same structure are considered as one sign). The following fees per sign are as follows:

Up to 20 square feet	\$71
Over 20 square feet	\$110

- b. The Planning Division Permit fee (329502) for signs are established:
 - i. If the sign will be mounted to an approved, existing structure, the permit fee is \$44.

Section 2: Building Permits and Developer Fees

- ii. If the sign will be mounted to a new structure, the permit-processing fee is \$88.
 - c. Engineering Division (344900) Permit fee for ground signs only: \$44.
8. Mobile/Manufactured Homes.
 - a. The Building Division Permit fee for mobile/manufactured homes, blocked, and skirts and tie-downs, is \$53.
 - b. The Planning Division (329502) Permit fee for mobile/manufactured homes, blocked, with skirts and tie-downs fee is \$66. This fee includes the initial Certificate of Occupancy/Completion as-built site inspection.
 - c. The Engineering Division (344900) Permit fee for mobile/manufactured homes, blocked, with skirts and tie-downs fee is \$55. This fee includes the initial Certificate/Completion as-built site inspection.
9. In Ground Swimming Pools and applicable water features (which includes all pool and water feature equipment, except electrical).
 - a. Building Permit Fee:
 - i. The fee for new residential swimming pools and applicable water features (excluding electrical fee) is \$132.
 - ii. The fee for new public swimming pools and applicable water features is \$297.
 - iii. The fee for renovations/repair/modifications: to existing public swimming pools and applicable water features is \$110.00
 - b. Planning Division (329502) Permit Fee: The fee for new swimming pools, applicable water features and level III alteration/renovations is \$105.60.
 - c. The Engineering Division (344900) Permit fee for new residential swimming pools, applicable water features and level III alteration/renovations is \$82.50.
10. Antennas - Dish and tower, roof and ground installations.
 - a. Domestic (Residential R3) installation: A permit is required only for those towers that are of such height that they cannot be contained on an owner's property if they fall. The permit fee is \$53.
 - b. Commercial (Non-Residential) installations: The fee is \$8.60 per \$1,000 (or fraction thereof).
11. Moving Buildings or Structures (excluding mobile homes): The fee to move any non-portable building or structure from one location to another location is \$119.
12. Demolition of Buildings or Structures:
 - a. Building Division Permit Fee: For the demolition of any building or structure, the fee is \$111.00. In addition to the demolition permit, you must submit a notice of asbestos removal form to the asbestos Coordinator for Northwest Florida District of Florida Department Environmental Protection (FDEP). (Note: The present address is 160 Government Center, Pensacola, Florida 31501). No Plan Review Fee or State fee.
 - b. Planning Division (329502) Permit Fee: The demolition permit fee is \$66.
 - c. Engineering Division (344900) Permit Fee: For the demolition of any building or structure, the fee is \$27.50. This fee includes initial Erosion Control inspection and the Certificate of Completion and site inspection.
13. Docks, Boathouses, Bulkheads and Seawalls:
 - a. Building Division Permit Fee: The fee for construction of docks, boathouses, bulkheads or seawalls is \$16.30 per \$1,000 (or fraction thereof).
 - b. Planning Division (329502) Permit Fee: The permit fee is \$33.
14. Land clearing:

Section 2: Building Permits and Developer Fees

- a. Planning Division (329502) Permit Fee: The fee for all land clearing permits is \$66.
- b. Engineering Permit (344900) Fee: The fee for land clearing in lots 1 acre or less in size is \$82.50. The fee for land clearing in lots over 1 acre in size is \$165. Fee is based on lot size, not the land clearing/area of disturbance.

15. Protected Tree removal:

- a. Planning Division (329502) Permit Fee: The fee for removing any protected or preserved tree shall be \$66.

16. Portable Buildings:

- a. Planning Division (329502) Permit Fee: \$88
- b. Engineering Division (344900) Permit Fee: \$55 (Floodplain)

17. Mobile Vending:

- a. Planning Division (329502) Permit Fee: \$27.50 per location

18. Temporary Tents

- a. Building Division Permit Fee: \$55
- b. Planning Division (329502) Permit Fee: \$27.50

19. Solar Energy Systems Permit Fees: Signed Sealed Drawings required. The permit fee is \$16.50per \$1,000 (or fraction thereof).

20. Electrical Permit Fees:

- a. Electrical Service:

Temporary service to 100 amperes	\$41.25
Low voltage systems i.e., tv, phone, sound, alarm (Exclude wireless security systems for 1 & 2 family)	\$8.60per system
Electrical work for New construction, alteration, renovations, additions, generators, repairs, etc.	\$16.50 per \$1,000 of estimated
Meter/service change outs (to include gang meters)	\$69 per meter
Functional check	\$69

- b. Swimming Pools and applicable water features: The permit fee, which includes all pool and applicable water feature equipment grounding, and underwater lights, is \$88.

21. Mechanical Permit Fees:

Heat and Air Conditioning Unit (including heat pump) New or Change outs, refrigeration systems, commercial hoods systems, Incinerators, boilers, chillers, Mechanical repair is \$16.50per \$1,000 (or fraction thereof).

22. Plumbing Permit Fees:

Plumbing for New construction, W/H change outs, repair/re-piping or renovations work is \$16.50 per \$1,000 (or fraction thereof).

23. Gas Permit Fees:

Gas for New construction, W/H change outs, repair/re-piping or renovations work is \$16.50 per \$1,000 (or fraction thereof).

Section 2: Building Permits and Developer Fees

24. Fire Sprinkler/Suppression Systems Permit Fees:

- New Construction, repair/re-pipe, renovation. modification is \$16.50 per \$1000 (or fraction thereof).

25. Utility Site/Infrastructure Permit Fees:

- a. Systems up to 20 devices (manholes, catch basin, storm drains) is \$220 (Engineering Division 344900)
- b. Systems with over 20 devices is \$385. (Engineering Division 344900)
- c. Planning Division (329502) fee is \$132.
- d. Engineering Division (344900) Fee: \$165

26. Parking Lot Resurface, Restripe and Overlay Permit Fees:

- a. Building Division fee is \$130
- b. Planning Division (329502) fee is \$132
- c. Engineering Division (344900) Fee is \$82.50

27. Life Safety Inspection Permit Fee: For anyone who request or is required to have an inspection for general life safety or standard housing inspection which are outside of performing permitted construction activity, the fee is \$69.

28. Re-inspection Fees: **(All subsequent re-inspections shall be doubled the previous fee)**

Building Division	Building Inspections	Initial re-inspection	80.00
		Second re-inspection	320.00
		Third or more re-inspection	320.00
Planning Division	Certificate of Occupancy -Site Insp	Single Family or Duplex	110.00
		Minor Development Orders	506.00
		Major Development Orders	676.50
Engineering Division	Certificate of Occupancy - Site Insp	Single Family or Duplex	110.00
		Minor Development Orders	165.00
		Major Development Orders	330.00
Eng. & Planning Div.	Certificate of Completion - Site Insp		55.00
Engineering Division	General Site	All Developments	55.00

29. Stop By/Walk Through Inspection Request Fee: The fee will be \$80.

Section 2: Building Permits and Developer Fees

329503 Right-of-Way Fees

The Land Development Code provides that City Council will establish and collect fees for issuing Right of Way Construction Permits for work in the City’s rights of way. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: LDC 8.01.00 & Resolutions 02-06, 02-23, 04-13, 04-15

Responsible Department: Community Development Department – Engineering Division

Utility right-of-way permit	\$286
Right-of-way administration fee – Residential single/duplex	\$44 per row
Right-of-way administration fee – Commercial or multi-family	\$137.50 per row
Construction right-of-way – Nonresidential	\$12.10 per 100 linear feet PLUS: \$85.80 per road bore \$286 per road cut \$85.80 landscaping/irrigation
Commercial right-of-way – Nonresidential individual simple owner fee for hold harmless & maintenance agreement	\$55
Commercial right-of-way – Nonresidential other ownership (corporate or trust) fee for hold harmless & maintenance agreement	\$93.50
Residential (single or 2-family lot)	\$12.10 per 100 linear feet PLUS: \$23.10 per bore \$286 per road cut \$23.10 landscaping/irrigation
Residential (single or 2-family lot) Individual simple owner fee for hold harmless & maintenance agreement	\$55
Residential (single or 2-family lot) other ownership (corporate or trust) fee for hold harmless & maintenance agreement	\$93.50
Right-of-way inspections – Commercial satisfactory completion	
Initial inspection	No charge
First site re-inspection	\$88
Each subsequent re-inspection	\$143
Right-of-way inspections – Residential satisfactory completion	
Initial inspection	No charge
First site re-inspection	\$71.50
Each subsequent re-inspection	\$93.50
Right-of-way – vacation/easement	\$2750

329502 LAND DEVELOPMENT REVIEW FEES (aka ZONING REVIEW FEES)

The Land Development Regulations provide that the City Council of the City of Destin, Florida will establish land development review, permit and other fees. Fees are set to cover the cost of the work associated with review, permitting, inspection and other activities associated with land development. The City may require, at its discretion, the review and advise of an expert consulting professional on any development application. Applicants will be responsible to reimburse the City for these outside costs plus a 10% Administrative Fee. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Land Development Code 18.01.00

Responsible Department: Community Development

DEVELOPMENT ORDER RELATED APPLICATIONS:

The following development order related application fees include first submittal reviews only. Subsequent submittal reviews and advertisement costs and mailing costs will be invoiced to the applicant at actual cost plus a 10% Administrative Fee. All invoices must be paid in full prior to submittal of additional submittal packages and/or the issuance of the Final Development Order (DO).

TYPE OF APPLICATION	APPLICATION FEE
<i>Pre-Application Review - Residential</i>	\$50
<i>Pre-Application Review - Non residential</i>	\$150
Developer's Agreement	\$4500
Major Developments	\$5500
Minor Developments	\$3500
Major Deviations to a Major Development	\$4500
Minor Deviations to a Major Development	\$2500
Major Deviation to a Minor Development	\$4500
Minor Deviation to a Minor Development	\$2500
Simple Deviation	\$1000
Planned Unit Development (PUD) (in addition to fee for subdivision, major development or minor development)	\$4000
Landscaping Plan Review (if not submitted as part of a DO Application)	\$750
Outdoor lighting plan review (if not submitted as part of a DO Application)	\$750
Development Order Exemption	\$500

DEVELOPMENT ORDER CONSTRUCTION PERFORMANCE BONDS

Some development orders will require construction performance bonds. After City Engineering staff complete an inspection of the construction site against the development order and find the developer has satisfactorily met the requirements of the development order, the City will issue a bond release letter after payment of:

DESCRIPTION	FEE
344900 Engineering Fee (for Bond Inspection)	\$80
341300 Administrative Service Fee	\$250
341300 Bond Handling Fee	10% of Bond

Section 2: Building Permits and Developer Fees

Code Reference: Land Development Code 2.20.00 C3

Responsible Department: Community Development

SUBDIVISION RELATED APPLICATIONS:

The following subdivision related application fees include first submittal reviews only. Subsequent submittal reviews and advertisement costs and mailing costs will be invoiced to the applicant at actual cost plus a 10% Administrative Fee. All invoices must be paid in full prior to submittal of additional submittal packages and/or final approval.

TYPE OF APPLICATION	APPLICATION FEE
Major Subdivisions	\$4500
Minor Subdivisions	\$2000
Replat of Subdivision/Lot Reconfiguration	\$1500
Lot Split	\$1000
Deed of Gift	\$1000
If easements follow the plat, replat, or lot reconfiguration and are executed by a separate document	\$500 per easement

ORDINANCE AMENDMENT RELATED APPLICATIONS:

An applicant applying for any one of the following ordinance amendment related applications is responsible for paying to the City: administrative expenses, cost recovery for the use of outside consultants by the City to review the application, legal notice costs, and mailing cost at actual cost plus a 10% Administrative Fee.

TYPE OF APPLICATION	APPLICATION FEE
Comprehensive Plan Text Amendment	\$2000
Comp Plan Future Land Use Map (FLUM) Amendment	\$2000
Land Development Code (LDC) Text Amendment	\$2000
LDC Rezoning Map Amendment	\$2000
Code of Ordinance Text Amendment	\$2000

BOARD OF ADJUSTMENT RELATED APPLICATIONS:

An applicant applying for any one of the following Board of Adjustment applications is responsible for paying to the City: administrative expenses, cost recovery for the use of outside consultants by the City to review the application, legal notice costs, and mailing cost, at actual cost plus a 10% Administrative Fee.

TYPE OF APPLICATION	APPLICATION FEE
Administrative Decision Appeal	\$1000
Variance	\$1000
Exception (Marina Siting Only)	\$1000

TABLING AND/OR REHEARING:

The following fees are established for an applicant initiating tabling and/or re-hearing of an application at City Council, Local Planning Agency (LPA), Board of Adjustment (BOA), or Technical Review Team (TRT). The applicant is responsible for paying to the City administrative expenses, cost recovery for the use of outside consultant by the City to review the application, legal notice costs, and mailing cost, at actual cost plus a 10% Administrative Fee.

Section 2: Building Permits and Developer Fees

TYPE OF HEARING	FEE
City Council	\$500
Local Planning Agency (LPA)	\$500
Board of Adjustments	\$500
Technical Review Team	\$500

MISCELLANEOUS APPLICATIONS, FEES, & LETTERS:

TYPE OF APPLICATION, FEE, OR LETTER	FEE (Per Application or Letter)
Alcohol Licenses	\$100
Zoning Compliance Letter	\$100
FDEP Review Letter	\$100
Re-Addressing for Convenience	\$500
White Sands Compliance Inspection	\$100
Each re-inspection due to failure of a previous inspection	\$150
Dog Friendly Dining	\$500
Conditional Use	\$1500
Property Status Letter (Lien Requests) BLDG (329501)	\$52.50
Home Solicitation Sales	\$55
Change of Use Application Fee - Commercial	\$500
<i>Change of Use Application Fee - Short Term Rental</i>	<i>\$2000</i>
Parking Agreement Review	\$500
White Sands Review	\$100
Street Name Change	\$500
<i>Special Beach Event Permit - Residential</i>	<i>\$250</i>
<i>Special Beach Event Permit - Commercial</i>	<i>\$500</i>
<i>Outside Consulting Fee</i>	<i>10% of invoice or \$200 whichever is less</i>

324xxx IMPACT FEES & MOBILITY FEES

Fees charged to developers at the time of development for construction of facilities to serve the development site. Impact fees are based on the Impact fee study performed in 2007. Mobility fees are based on the 2024 demonstrated need study.

Code Reference: Land Development Code

Responsible Department: Community Development Department

324110 IMPACT FEES - PUBLIC SAFETY- RESIDENTIAL

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$9
Residential, 500—749 sq. ft.	Dwelling	\$11
Residential, 750—999 sq. ft.	Dwelling	\$13

Section 2: Building Permits and Developer Fees

Residential, 1,000—1,499 sq. ft.	Dwelling	\$16
Residential, 1,500—1,999 sq. ft.	Dwelling	\$19
Residential, 2,000—2,999 sq. ft.	Dwelling	\$23
Residential, 3,000—3,999 sq. ft.	Dwelling	\$27
Residential, 4,000 sq. ft or more	Dwelling	\$31
Mobile home/RV park	Pad	\$21
Hotel/Motel	Room	\$11

324120 IMPACT FEES - PUBLIC SAFETY – COMMERCIAL

Land Use Type	Unit	Fee
Retail/commercial	1,000 sq. ft.	\$31
Office	1,000 sq. ft.	\$18
Industrial	1,000 sq. ft.	\$11
Warehouse	1,000 sq. ft.	\$11
Church/Synagogue	1,000 sq. ft.	\$11
School/college	1,000 sq. ft.	\$11
Hospital	1,000 sq. ft.	\$11
Nursing home	1,000 sq. ft.	\$11
Other institutional	1,000 sq. ft.	\$11

3243X0 MOBILITY FEES

These Fees help the city address development impacts on transportation to include traffic, roads, sidewalks, multimodal transportation, streetlights, and parking.

Proposed Land Uses	Unit	Fee per Unit
Long-term Residential	Dwelling	
Residential, less than 500 sq. ft.		\$5,023
Residential, 500—749 sq. ft.		\$6,086
Residential, 750—999 sq. ft.		\$6,888
Residential, 1,000—1,499 sq. ft.		\$7,737
Residential, 1,500—1,999 sq. ft.		\$8,539
Residential, 2,000—2,999 sq. ft.		\$9,389
Residential, 3,000—3,999 sq. ft.		\$10,190
Residential, 4,000 sq. ft or more		\$10,789
Short-term Residential	Dwelling	
less than 500 sq. ft.		\$14,257
500—749 sq. ft.		\$21,466
750—999 sq. ft.		\$26,901
1,000—1,499 sq. ft.		\$32,662
1,500—1,999 sq. ft.		\$38,097
2,000—2,999 sq. ft.		\$43,858
3,000—3,999 sq. ft.		\$49,293
4,000 sq. ft or more		\$53,352
Multifamily Housing (Low-Rise) (220)	Dwelling	\$10,267
Multifamily Housing (Mid-Rise) (221)	Dwelling	\$6,901

Section 2: Building Permits and Developer Fees

Mobile Home Park (240)	Dwelling	\$10,846
Hotel/Motel (310)	Room	\$12,171
Shopping Center >150k (820)	1000 sq. ft.	\$28,753
Shopping Plaza 40-150k (821)	1000 sq. ft.	\$41,141
Shopping Plaza 40-150k - w/Supermarket (821)	1000 sq. ft.	\$57,575
Strip Retail Plaza <40k (822)	1000 sq. ft.	\$33,178
Automobile Sales (New) (840)	1000 sq. ft.	\$42,409
Supermarket (850)	1000 sq. ft.	\$34,307
Drive-in Bank (912)	1000 sq. ft.	\$36,687
Automobile Parts and Service Center (943)	1000 sq. ft.	\$18,965
Convenience Store (851)	1000 sq. ft.	\$179,984
Golf Course (430)	Acre	\$5,697
Marina (420)	Berths	\$3,671
Fast-Food Restaurant with Drive-Through Window (934)	1000 sq. ft.	\$160,226
High-Turnover (Sit-Down) Restaurant (932)	1000 sq. ft.	\$62,053
Fine Dining Restaurant (931)	1000 sq. ft.	\$48,531
Convenience Store/Gas Station (945)	Fueling Position	\$62,598
General Office Building (710)	1000 sq. ft.	\$16,513
Medical-Dental Office Building - Stand-Alone (720)	1000 sq. ft.	\$54,839
Hospital (610)	1000 sq. ft.	\$16,406
Nursing Home (620)	1000 sq. ft.	\$10,282
Church (560)	1000 sq. ft.	\$11,577
Private School (K-12) (532)	Student	\$3,778
Day Care Center (565)	Student	\$6,230
General Light Industrial (110)	1000 sq. ft.	\$7,419
Warehousing (150)	1000 sq. ft.	\$2,254

324610 IMPACT FEES - LIBRARY - RESIDENTIAL

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$62
Residential, 500—749 sq. ft.	Dwelling	\$78
Residential, 750—999 sq. ft.	Dwelling	\$93
Residential, 1,000—1,499 sq. ft.	Dwelling	\$112
Residential, 1,500—1,999 sq. ft.	Dwelling	\$133
Residential, 2,000—2,999 sq. ft.	Dwelling	\$160
Residential, 3,000—3,999 sq. ft.	Dwelling	\$190
Residential, 4,000 sq. ft or more	Dwelling	\$217
Mobile home/RV park	Pad	\$149
Hotel/Motel	Room	\$0

Section 2: Building Permits and Developer Fees

324620 IMPACT FEES - LIBRARY - COMMERCIAL

No Library Impact Fees are assessed for Commercial Development

324611 IMPACT FEES – RESIDENTIAL – PARKS

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$186
Residential, 500—749 sq. ft.	Dwelling	\$235
Residential, 750—999 sq. ft.	Dwelling	\$279
Residential, 1,000—1,499 sq. ft.	Dwelling	\$335
Residential, 1,500—1,999 sq. ft.	Dwelling	\$399
Residential, 2,000—2,999 sq. ft.	Dwelling	\$479
Residential, 3,000—3,999 sq. ft.	Dwelling	\$570
Residential, 4,000 sq. ft or more	Dwelling	\$649
Mobile home/RV park	Pad	\$447
Hotel/Motel	Room	\$243

324621 IMPACT FEES – COMMERCIAL – PARKS

No Parks Impact Fees are assessed for Commercial Development

344900 ENGINEERING FEES

The Land Development Code provides that City Council will establish and collect certain fees for engineering services.

Code Reference: Resolutions 02-06, 02-23, 04-13, 04-15

Responsible Department: Community Development Department/Engineering Division

Development Order Review Fees:

<i>TYPE OF APPLICATION:</i>	<i>E&S Review Fee</i>	<i>Engineering Review Fee</i>	<i>Floodplain Review Fee</i>	<i>Re-Review Fee</i>
MAJOR DEVELOPMENT or DEVIATION	\$200	\$200	\$25	\$100
MINOR DEVELOPMENT or DEVIATION	\$100	\$100	\$25	\$50
SIMPLE DEVIATION	\$100	\$100	\$25	\$50

Section 2: Building Permits and Developer Fees

329507 MARINE APPLICATION FEES

The collection of residential and commercial application fees is for review by the Harbor Board and Staff. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: 11.05 Code of Ordinance

Responsible Department: Community Development/Planning Division

	Fee (Per Application or Letter)
RESIDENTIAL	\$250
COMMERCIAL	\$1000

322900 NET POSITIVE ENVIRONMENTAL BENEFIT (NPEB) FEES

The Net Positive Environmental Benefit Impact Fee is 25% of the cost of construction for all marinas, docks, piers or other similar development within the Destin harbor and canals adjacent to the Destin Harbor.

341911 MAPS & PUBLICATIONS

Monies collected for providing copies, to include but not limited to, maps, plats and documents.

Responsible Department: Public Services/City Manager’s Office (GIS)

Standard data fees: \$3.10 / standard CD
 \$13.40 / standard aerial DVD
 \$13 / Aerial DVD

- Standard CD types are base vectors and aerial rasters. (Land use vectors available in future.)
- Base vector CD includes roads, water, 7.5-minute quads, quarter-quads, fire stations, city government buildings, libraries, parks, police stations, schools, flood zones, category storm surge, county border, city limits, zoning, future land use, community redevelopment agencies/areas, building footprints, digital elevations & aerial index.
- For parcels, contact Okaloosa County at 850-651-7958.
- In the future, free copies of standard CDs will be given quarterly to public library.
- Standard DVD types are base vectors and aerial rasters.
- Base vector DVD includes same layers as a Standard CD in un-zipped format.
- Aerial Raster DVD has same capacity as (3) CD's.

Standard Map Fees per page		
Size	Sparse Shading	Dense Shading
8.5 x 11 A	\$2.60	\$5.15
8.5 x 14	\$2.60	\$5.15
11 x 17 B	\$5.15	\$10.30
13 x 19	\$5.15	\$10.30
17 x 24 C	\$10.30	\$15.45
24 x 36 D	\$15.45	\$25.75
34 x 44 E	\$25.75	\$36.05

The above fees are based on map type, ink shading, and printing time, and color-copy fees at local company for small densely shaded maps. A map with over 25% of page shaded with solid ink is considered densely shaded. Custom requests are considered case by case with additional costs. Cost agreement may be in writing. Fulfilled only if costs are agreed upon, time is permitting, and media is practical. Includes but is not limited to:

- Any creation of new data.
- Any modification to existing data and maps.
- Any non-standard media (other than inkjet paper and CD’s).
- Any non-standard format such as AutoCAD.dxf

Custom fees: \$22.65 / hour staff rate (calculated in 15-min increments, no charge for first 15 min), plus media. \$3.10 / 650mb CD media, \$13.40 DVD media.

Section 3 Licenses and Permits: Business Tax Receipts (aka business licenses), Rental Registration (LTR/STR), Livery Permits, Vendor Permits, Marine Application Fees, Code Violations

316000 Local Business Taxes (aka Business Tax Receipts aka BTRs)

Fees levied by the City on all businesses, trades, and professions operating with the City or transacting business in interstate commerce where such tax is not prohibited by Sec. 8, Article 1 of the United States Constitution.

Local Business Tax Receipts are invoiced in July and due on October 1 each year. They expire September 30 the succeeding year. A Business Tax Receipt may be transferred to a new owner upon payment of a transfer fee and presentation of evidence of the sale and the original BTR. Receipt holders must comply with all applicable codes of the City and County, including building, fire, and health codes and zoning laws. Fees renewed after September 30 are subject up to 25% in penalties. Fees paid by credit card may now or in the future be charged up to 3% by the merchant services provider as per council motion of February 3, 2025.

Code Reference: F.S. Chapter 166.201, 205.042, 205.043, 205.053, Sec. 13-40 Code of Ordinances

Responsible Department: Community Development/Building Division

1. Charter boats: All charter boat or fare-carrying boat businesses shall pay a per boat base fee plus a per passenger fee based upon Coast Guard certified passenger capacity.

Charter boats, per boat base	\$100 per boat
Charter boats, per passenger fee	\$1.25 per passenger

2. Coin-operated machines: All businesses or activities utilizing coin-operated machines, except pay telephones, shall pay a BTR based upon the number of such machines. The local business tax fee will be determined based upon the total number of coin-operated machines the business or activity utilizes within the corporate limits of Destin, with a list of individual locations of coin-operated machines to be provided by the business or activity making application for a license. The owner of the business or activity shall make sufficient copies of the issued license for display at each coin-operated machine location.

Vending machines are those coin-operated devices which dispense a product in exchange for a coin, i.e., soft drinks, candy, grooming aids, cigarettes, etc. Amusement machines include devices such as pinball, electronic games, pool tables, skeet ball, juke boxes, etc. Laundry machines include washers, hot air dryers and dry-cleaning machines.

Amusement machines, per machine	
1 to 10 vending machines	\$62.50
11 to 25 vending machines	\$125.00
26 or more vending machines	\$187.50
1 to 25 coin-operated washing machines and dryers	\$62.50
26 to 50 coin-operated washing machines and dryers	\$125.00
51 or more coin-operated washing machines and dryers	\$187.50

Section 3: Business Licenses and Permits

3. Commercial fishing: Net boats, long line and all other commercial non-charter fishing businesses which sell seafood for profit, either retail or wholesale, shall pay a fee based upon the greatest number of vessels.

First boat	\$100.00
Each additional boat	\$50.00

4. Contractors and subcontractors: The classifications below are as defined in Florida Statutes Section 489.105.

General contractor	\$187.50
Building contractor	\$200.00
Residential, sheet metal, roofing, electrical, class A air conditioning, mechanical, plumbing, and commercial swimming pool contractors and subcontractors	\$150.00
Class B air conditioning and residential swimming pool contractors and subcontractors	\$100.00
Class C air conditioning and swimming pool service contractors or subcontractors	\$100.00
Handymen and similar craftsmen	\$50.00
All other contractors and subcontractors not listed herein	\$100.00

5. Food and beverage establishments:

Restaurants, cafes, snack bars, dining rooms, lounges, taverns, nightclubs and the like, whether operating in conjunction with some other line of business or not, base minimum plus per seat	\$100.00 min \$1.25 per seat
Snack counters, drive-ins, catering services, take-out services which maintain no seats, or like businesses which may provide some seating but whose primary nature of business is take-out or delivery of food and/or beverages	\$100.00

6. Gasoline stations (including marinas). The annual BT fee shall be based upon the maximum number of vehicles/vessels which can be serviced at any given time, in addition to other fees as may be required pursuant to this article.

1 to 4 vehicles/vessels	\$62.50
5 to 10 vehicles/vessels	\$125.00
11 to 15 vehicles/vessels	\$187.50
16 or more vehicles/vessels	\$250.00

7. Insurance:

Each insurance company writing any class of insurance upon any person or property residing or located within the city	\$100.00
Insurance agent or firm doing such business as agent or other representative of insurance company or companies, for each place of business	\$200.00

Section 3: Business Licenses and Permits

Each traveling or itinerant insurance agent or solicitor, soliciting business within the city	\$200.00
Insurance solicitors employed by, or representing, insurance agents who have an annual license as provided by this section	\$100.00

8. Leisure rentals: Businesses renting boats, yachts, jet skis, beach equipment, sailboats, motorcycles, mopeds, bicycles, or other similar equipment shall pay a BT fee based upon the number of units. The local business tax fee will be determined based upon the total number of leisure rentals the business or activity rents to the public within the corporate limits of Destin, with a list of individual locations of leisure rental setups to be provided by the business or activity making application for a BT receipt. The business owner or manager shall be responsible for making copies of the issued receipt, with a copy of said license to be distributed to each location site.

1 to 10 units	\$62.50
11 to 20 units	\$125.00
21 to 30 units	\$187.50
31 or more units	\$100.00

9. Marinas, dry docks, boat storage: Marinas, dry docks and boat storage annual license fees will be based upon the number of spaces for rent.

Spaces	Wet	Dry
1 to 3	\$65.50	\$62.50
4 to 10	\$125.00	\$62.50
11 to 20	\$187.50	\$93.75
21 to 40	\$250.00	\$125.00
41 to 60	\$312.50	\$156.25
61 or more	\$375.00	\$187.50

10. Professionals: The fees referenced in this section apply to each individual pursuing such profession or professional activities and not against the firm, partnership or corporation. Therefore, each individual must obtain a separate receipt rather than one (1) receipt being acquired by a firm, partnership or corporation. It shall be the responsibility of the principle of each firm to provide to the city a list of individual professionals working from or in the firm's office at the time of application, and to notify the city each time additional professionals assume professional working activities from the office. Each professional is responsible for acquiring his/her individual license BTR and shall post the issued BTR in a conspicuous place in the office in which the professional conducts business activities.

Class 1: Accountants/certified public accountants, architects, attorneys, chiropractors, dentists, engineers, medical doctors, opticians, optometrists, psychiatrists, psychologists, surveyors, and veterinarians	\$225.00
Class 2: Real estate brokers and stockbrokers	\$200.00
Class 3: Real estate agents, barbers, beauticians, cosmetologists, electrologists, and others not referenced in class 1, class 2, or in the insurance category (item 7 above)	\$50.00

Section 3: Business Licenses and Permits

11. Rental units: All hotels, motels, houses, cottages, condominium units, trailer spaces, boardinghouses and all other units or spaces rented. The local business tax fee will be determined based upon the total number of rental units the business or activity manages within the corporate limits of Destin, with a list of individual locations of rental units to be provided by the business or activity making application for a BTR. The business owner or manager shall post the issued BTR in a conspicuous place in the office which manages the rental units.

1 to 4 units	\$31.25
5 to 10 units	\$62.50
11 to 50 units	\$125.00
51 to 100 units	\$250.00
101 to 200 units	\$375.00
201 to 500 units	\$500.00
501 or more units	\$625.00
Mini-warehouse storage facilities	\$300.00

12. Retail, wholesale, manufacturing, services, financial institutions, clubs, pawnshops, private schools, car rentals, hospitals, clinics, advertising agencies, consultants, etc. All financial institutions and businesses selling goods, either wholesale or retail; businesses for the manufacture or assembly of goods; businesses providing services; all clubs, including golf, racquetball, swimming, health, social and the like; miniature golf, water slides and bowling alleys; private schools of any description; automobile rental agencies; and wrecker towing services shall pay a fee based upon the total number of employees. An employee shall be defined as any person actively connected with the business working within the city limits. An affidavit may be requested to accompany the application for such BTR stating the greatest number of individuals employed during any twenty-four-hour period during the preceding business tax year. The City Manager or his designee shall be supplied proof of the number of employees upon demand.

1 to 5 employees	\$62.50
6 to 20 employees	\$125.00
21 to 50 employees	\$187.50
50 Or more employess	\$250.00

13. Taxicabs, limousines, buses, private ambulances, courtesy cars, delivery cars, etc.: The annual BTR fee shall be a per-unit charge.

Taxicabs, per unit	\$62.50
Limousines, per unit	\$125.00
Buses: up to 40 passengers, per unit	\$187.50
Buses: 41 or more passengers, per unit	\$250.00
Courtesy/delivery cars, private ambulances, per unit	\$62.50

Section 3: Business Licenses and Permits

14. Theaters: Annual BTR fees will be based upon seating capacity.

1 to 30 seats	\$62.50
31 to 100 seats	\$125.00
101 to 300 seats	\$187.50
301 to 500 seats	\$250.00
501 to 750 seats	\$312.50
751 or more seats	\$375.00

15. Miscellaneous.

Any business activity not listed	\$300.00
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OTHER PERMITS AND LICENSES

329500 Rental Registration

The collection of administrative fees for the processing of applications for long- and short-term rental according to the following schedule: NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Chapter 13, Code of Ordinance Article 6 and Article 7

Responsible Department: Code Compliance Department

Long-term Rentals

The registration is valid May 1st to May 1st.

Rental Unit	\$50
Multiple rental units (i.e., apartment complex) located on one single parcel with onsite property management	\$50 Single Registration fee Via the onsite property management
Multiple rental units not located on one single parcel and no available onsite property management	\$50 Per Unit
Late Fee (after June 1 st)	\$50 After July 1st

Short-term Rentals

The registration period is January – March of each year. The decal is good for one calendar year.

The following fees apply to single-family dwelling units and condominium units as defined in Chapter 13, Code of Ordinance. The total fee may include an administrative (paper application) fee of \$25, a reapplication fee of \$25, in addition to the rental registration fee based upon building total area square footage (as per Okaloosa Property Appraiser Building File data) as follows:

TOTAL SQUARE FOOTAGE	Condominium	Single-Family
Up to 1499 square feet	\$500	\$500
1500-2499 square feet	\$500	\$500
2500-4999 square feet	\$600	\$600
5000+ square feet	\$700	\$700

Additional short-term rental fees that may apply:

Administrative Fee (Paper Application)	\$25
Late Fee after March 31 st	\$100
Late Fee after June 1 st	\$500

329400 Livery Vessel Permitting

The Land Development Code provides that City Council will establish and collect fees for the issuance of Livery Vessel Permits. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Ordinance 17-02-CC

Responsible Department: Code Compliance Development

Livery Vessel Permit Fee	\$100 Per Vessel
Late Fee, per vessel After March 1 st of every calendar year	\$25

329504 Beach Management Vendor Permits

The Land Development Code provides that City Council will establish and collect fees for the issuance of Beach Vendor Permits. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: LDC 11.08.03

Responsible Department: Code Compliance Department

Wheeled Vehicle Permit, per vehicle	\$50
Beach Vendor Permit, per location	\$150
Late Fee, per location	\$25

329508 Sexually Oriented Business License

Ordinance 09-06-LC provides that City Council will establish and collect fees for the issuance of annual licenses for purposes of ensuring compliance with certain regulations. All licenses shall expire on September 30th of each year unless otherwise suspended or revoked. Applications for renewal shall be made at least 20 days before the expiration of the license. The fines for operating a sexually oriented business without business and employee licenses may be \$250 to \$500 and/or jail for a period not to exceed sixty days for each violation day.

Code Reference: Ordinance 09-06-LC

Responsible Department: Code Compliance Department

Initial Application Fee, per business	\$250
Annual Renewal Fee, per business	\$100
Initial Application Fee, per employee	\$50
Each Additional License, per employee	\$20
Annual Renewal Fee, per employee	\$50
Annual Renewal of each additional license per employee	\$10

354001 Code Violation Fines

These are fines assessed by the Code Board for non-compliance of violations. In the case of a first violation, the code enforcement board may order the violator to pay a fine not to exceed two hundred fifty dollars (\$250.00) for each day the violation continues past the date set by the board's order for compliance.

In cases where the code enforcement board has found that a repeat violation has been committed, the board may order the violator to pay a fine not to exceed five hundred dollars (\$500.00) for each day the repeat violation continues beginning with the date the repeat violation is found to have occurred by the code inspector.

Code Reference: Chapter 14 of the Code Ordinances, Section 14-81.

Responsible Department: Code Compliance Department

Special Magistrate

The Code of Ordinances provides that City Council will establish and collect fees for the prosecution of cases heard before the Special Magistrate.

Administrative Fee: \$500.00

Code Reference: Code of Ordinance Section 14-81

Responsible Department: Code Compliance Department

Section 4 Miscellaneous: Parking Fees and Fines, Clerk's Office, Cemetery, Election Qualifying Fees, NSF returned check fee

Fees paid by credit card ~~are subject to pay may now or in the future be charged up to 3% by~~ the merchant services ~~fees provider as per council motion of February 3, 2025, as well as applicable taxes.~~

34450X PARKING FACILITIES USER FEES

Residents may obtain up to two (2) parking passes ~~in January of~~ per household each year at City Hall or the Community Center by presenting their vehicle registration. Resident parking passes are valid for the calendar year they are issued and apply to both the Harbor and Beach Districts.

Harbor District: North of highway 98, the Marler Street, Community Center, and Zerbe parking lot fees can range from \$15 (in-season) to \$10 (off-season) per day are \$20 for up to 24 hours. Non-residents may purchase a parking pass for the Harbor District lots for \$205 per year.

Beach ~~Zones~~ District: Parking fees in the ~~beach~~-zones south of Highway 98 can range from \$20 for four hours (four-hour block, in-season) to \$3 per hour (hourly rate, off-season) is \$20.00 for four (5) hours.

"In-Season" is defined as March 1 through October 31 and "Off-Season" as November 1 through February 28 or 29.

During high demand times in the off-season, the parking rates may be adjusted at the discretion of the City Manager, not to exceed the in-season rate. High demand days could include, but are limited to: New Year's Eve, Martin Luther King Jr. weekend, and President's Day weekend.

No parking is allowed between 11pm and 3am in ~~the parking lots nor in the Beach Zones.~~ any City paid-parking lot.

Code Reference: Resolutions 19-05

Responsible Department: Code Compliance Department

354000X PARKING FINES

Payments collected from parking fines related to parking issues throughout the City limits.

Parking Lot Fines in following areas: Marler, Zerbe, Community Center, Beach paid parking zones \$100

Other parking infractions \$100

Responsible Department: Code Compliance Department

351500 TRAFFIC FINES

A police officer may issue a ticket for any moving violation as set forth in the provision of the Code of Ordinances.

Code Reference: Florida Statutes 34.191; 142.03; 316.660; 318.21

Responsible Department: Community Development

Section 4: Miscellaneous Fees, Parking, Clerk, Cemetery

341900 ELECTION QUALIFYING FEES

Elections for candidates running for office in accordance with the City's charter, Section 5.03 Qualifications. "Candidates for the offices of City Council member and Mayor shall qualify for such office by the filing of a written notice of candidacy with the designated city official, by the payment of any applicable qualifying fee at such time and in such manner as may be prescribed by ordinance." For the March 2004 election was \$25 per candidate.

Code Reference: City Charter Section 5.03

Responsible Department: City Clerk's Office

343800 CEMETERY LOT SALES

The City Code provides for City ownership and operation of cemeteries.

Code Reference: Resolution 23-05

Responsible Department: City Clerk's Office

	RESIDENTS
BURIAL LOT, EACH	\$1,350
DISINTERMENT FEE	\$257
MAUSOLEUM NICHE	\$618
SEA MEMORIAL ENGRAVING	\$200 per visit
WEEKEND/HOLIDAY GRAVE MARKING	\$77

341300 PUBLIC RECORDS DUPLICATION

Note: The City of Destin will expect/exclude all governmental agencies from photocopying and/or duplicating charges. This policy applies to federal, state, county, or municipal governments, their agencies, and divisions. All other exceptions are at the discretion of the City Manager.

COPIES, CERTIFIED COPY	\$1 PER PAGE + PHOTOCOPY CHARGE
COPIES, COMPUTER DISC	\$6 PER DISC
FAXED (LOCAL)	\$0.10 PER PAGE
FAXED (LONG DISTANCE)	\$0.30 FLAT RATE + PHOTOCOPY CHARGE
PHOTOCOPIES, AERIAL (LARGE-36"x60")	\$10 PER PAGE
PHOTOCOPIES, AERIAL (SMALL- 24"x 36")	\$5 PER PAGE
SITE PLAN Copies (36" x 24")	\$2 PER PAGE
PHOTOCOPIES, DUPLEXED	\$0.20 PER PAGE
PHOTOCOPIES, ONE-SIDED	\$0.15 PER PAGE
SPECIAL SERVICE CHARGE	\$28 PER HOUR OR \$7 PER FIFTEEN MINUTE INCREMENT

**FAXED COPIES LIMITED TO 25 PAGES OR LESS AND 8.5"x14"

Section 4: Miscellaneous Fees, Parking, Clerk, Cemetery

369000 NSF and returned check fee

The fee for returned checks paying for any City service, user fee, permit, license or payment of fines is \$30 or 10% of check amount, whichever is greater.

Code Reference: Resolution 19-11; Resolution 20-13; Resolution 21-11; Resolution; Resolution 23-05; Resolution 23-06; Resolution 23-21; Resolution 25-10

RESOLUTION 26-02

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA PROVIDING FOR AUTHORITY; AMENDING THE SCHEDULE OF FEES FOR FISCAL YEAR 2026; RESERVING THE RIGHT TO FURTHER AMEND THE SCHEDULE OF FEES; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Charter, Section 3.13, stipulates that the City Council shall by ordinance adopt a budget on or before September 30th of each year; and

WHEREAS, the Government Finance Officers Association (GFOA) and National Advisory Council on State and Local Budgeting (NACSLB) provide established guidelines and standards for *Best Practices in Public Budgeting* and promote the adoption of an Account Guide establishing Schedule of Fees; and

WHEREAS, City Council has determined through previous adoptions that the City can benefit by establishing a comprehensive fee schedule;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Destin, Florida:

Section 1. Authority. Authority for enactment of this Resolution is Section 166.021, Florida Statutes, and Section 1.01 of the Destin City Charter.

Section 2. Account Guide - Revenues. The City of Destin hereby amends and establishes the Schedule of Fees set forth in Attachment "A" and as adopted by City Council.

Section 3. Reservation of Right to Further Amend the Schedule of Fees. The City Council of the City of Destin hereby reserves the right to further amend the Schedule of Fees set forth in Attachment "A" and as adopted by City Council through future action and by Resolution.

Section 4. Repealer Clause. All sections or parts of sections of any City of Destin's Ordinance or parts of Ordinances, and any City of Destin's Resolutions or parts of Resolutions, and any City of Destin's Policy or parts of Policy, which are in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Severability. If any portion of this Resolution, including Attachment "A," is determined by any Court to be invalid, the invalid portion shall be stricken and such striking shall not affect the validity of the remainder of the Resolution or Attachment "A."

Section 5. Effective Date. This Resolution shall take effect upon approval by the City Council and signature by the Mayor.

ADOPTED THIS 17th DAY OF FEBRUARY 2026.

By: _____

Robert T. Wagner, Mayor

ATTEST:

Rey Bailey, City Clerk

ATTACHMENT A - Schedule of Fees

Section 1 Culture and Recreation: Library, Parks, Sports Complex, Community Center

Section 2 Building and Developers: Building Permits, Developer fees, Impact fees, Mobility fees, Right-of-Way permits, Engineering, and Map fees

Section 3 Licenses and Permits: Business Tax Receipts (aka business licenses), Rental Registration (LTR/STR), Livery Permits, Vendor Permits, Marine Application Fees, Code Violations

Section 4 Miscellaneous: Parking Fees and Fines, Clerk's Office, Cemetery, Election Qualifying Fees

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Section 1 Culture and Recreation

Fees to utilize specific recreational facilities to continue the operations and improvements of the park area. Fees are established for reservations and permits of recreational and park facilities to provide a user fee for programs wherever applicable within the City and to establish procedures for the collection of such fees. Fees paid by credit card may now or in the future be charged up to 3% by the merchant services provider as per council motion of February 3, 2025.

3471xx LIBRARY SERVICE FEES

Fees collected for library membership and services

Responsible Department: Library

MEMBERSHIP FEES (RESOLUTION 01-27)

Okaloosa County Residents	No charge
In-network, non-resident*	\$40 per family per year
6-month out-of-network, non-resident	\$30 per person
12-month out-of-network, non-resident	\$60 per person

*In-network areas include the other 15 counties in the Panhandle Library Access Network (PLAN) <https://www.plan.lib.fl.us/about-us/>

SERVICE FEES

Lost items	Replacement cost
Sand in book/damaged cover	\$3 re-wrap fee
Local fax	\$1 per page
Long-distance fax	\$2 per page
Printing – black and white	\$0.15 per page
Printing – color	\$0.25 per page
Replacement video case	Replacement cost
Replacement audiobook case	Replacement cost

3472xx PARK AND RECREATION FEES

Fees collected for any type of program open to the public that is not athletic.

Code Reference: Florida Statutes 166.201

Responsible Department: Parks & Recreation

RECREATION & CULTURAL SERVICES		
Department and/or Service	Fee Description	Current Rate
Athletics	Youth & Adult Sports Residents, Per Player	\$30.00 (\$150 Tackle Football \$80 NFL Flag Football)
	Youth & Adult Sports Non-Residents, Per Player	\$50.00 (\$225 Tackle Football \$120 NFL Flag Football)
	Child of Volunteer Head Coach	no charge
	Cheerleading Uniform	\$140.00
Team Sponsors	All Sports Adult & Youth (7yrs. & UP)	\$300.00
	All Youth Sports (3-6yrs)	\$200.00
	Youth Basketball (all ages)	\$150.00
Tournament Fees	Rental Rate, per field – per day	\$150.00, plus \$20/hour per field with lights
	Gymnasium Rental, per gym – per day	300.00, plus \$15/hour attendant fee
	Disc Golf Tournament, per player	\$5.00 + tax
	Field Attendant fields A/B/C/D/F/G	\$10.00 per hour, per field
	Admin fee	\$100.00 per day
	Trash Clean Up	w/concession \$75.00 per day w/o concession \$150.00 per day
	Field Lining (excludes softball/baseball)	\$150.00 per field
	Quick Dry, per bag	\$20.00
	Temporary field fencing, per fence	\$50.00
Rental – Recreational Facilities		
	Destin Community Center – price includes the following: kitchen usage, overhead sound system in gym, portable sound system and set up, microphone, podium, pull down screen with DVD in meeting rooms	Gym (Full) \$100.00/hour Gym (Half) \$50.00/hour Small Meeting Room \$30.00/hour Large Meeting Room \$50.00/hour Attendant \$15.00/hour (after normal business hours)
	Stage rental	\$100.00
	Tables – special event	\$1.00 each
	Chairs – special event	\$0.25 each
	Other Equipment/Supply Rental	Prices vary per item
	Special Event Set up/Breakdown Fee	\$100.00
	Morgan Sports Complex Children’s Park Pavillion, Buck Destin Park, Clement Taylor Park Pavillion, Leonard Destin Park Pavillion	\$65.00 per day
	Alcoholic beverages permit	\$200

Section 1: Culture and Recreation

	Park Water Source	\$30.00 per day
	Park Electric Source	\$10.00 per day
Rental – Ball Parks		
	Athletic Fields, Per Hour	\$30.00 without lights \$50.00 with lights
Programs/activities		
	After School Program Resident/Property owner	\$120.00/month
	After School Program Non-Resident	\$135.00/month
	After School Program – 2 nd Child Resident	\$110.00/month
	After School Program – 2 nd Child Non-Resident	\$125.00/month
	Spring Break Camp Resident/Property Owner	\$150.00/week
	Spring Break Camp Non-Resident	\$180.00/week
	Summer Recreation Resident/Property Owner	\$85.00/week
	Summer Recreation Non-Resident	\$100.00/week
	Daily “Drop In” Rate	\$5/person
	Special Events/Specialty Camps/Other Instructor Led Classes	Prices vary (due to varying instructor charges)
Joe’s Bayou		
	Residential daily launch/recovery fee, per trailer	\$25
	Commercial daily launch/recovery fee, per trailer	\$25
	Resident/non-commercial annual launch/recovery fee	\$0 per household (1 pass) \$0 per senior household, 65+ (1 pass) \$50 per additional pass
	Non-resident/non-commercial, per household per year	\$205
	Destin based commercial launch, per year	\$1,030
	Commercial launch, non-Destin, per year	\$2,060
	Pump out fee, Destin resident	No charge
	Pump out fee, non-resident, per usage	\$5
Henderson Beach State Park Fees		
	Daily entrance pass	\$30 per household (1 per household) \$25 per senior household, 65+ (1 per household)

Section 2 Building and Developers: Construction Permits, Developer Fees, Impact Fees, Mobility Fees, Right-of-Way permits, Engineering, Marine Application Fees, Map Fees

The governing bodies of local governments may provide a schedule of fees, as authorized by statutes for the enforcement of the provisions of its building code. Such fees shall be used solely for carrying out the local government's responsibilities in enforcing the Florida Building Code. All permit, processing, and plan review fees are non-refundable unless extenuating circumstances are submitted, in writing, and approved by the Building Official. All required fees shall be paid prior to the issuance of any permit and at the commencement of any construction. Fees paid by credit card may now or in the future be charged up to 3% by the merchant services provider as per council motion of February 3, 2025.

NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Section 125.56, F.S. Chapter 166.222; FS Section 468.631, 553.721, 553.80

Responsible Department: Community Development/Building Division

329505 Plan Review Fee

The following review fees are applicable to all building construction permits.

Plan Review Fee: All projects are subject to a review fee, which equals the greater of (50%) of the permit fee or actual cost, incurred by the City to include one resubmittal.

1. Projects greater than or equal to four-story and assembly occupancy over 5,000 square feet and/or large projects/developments determined by the Building Official shall be reviewed by a duly Florida Licensed Private Provider. The applicant shall pay the fee to the private provider for their review and the City will waive the Plan Review Fee.
2. The City may require, at the Building Official's discretion, a review of the single-family dwelling plans by a structural engineer. In this case, the applicant shall be required to pay the cost of this review.
3. All projects are subject to a review fee for Engineering/Erosion Control (344900) fee of \$55 to be paid upon submittal.
4. FEMA Flood Zone Review: ALL projects within these zones are subject to a review fee for the Floodplain Review of \$110.00.
5. Wetlands Protection: ALL projects in or adjacent to environmentally sensitive areas (wetlands & open water bodies) are subject to a review fee of \$55. (344900)
6. Any additional resubmittal for review shall be assessed an additional review fee of \$27.50 or 27.50% of the permit fee whichever is greater per division review. (329505)

Section 2: Building Permits and Developer Fees

329506 Contractor Registration Fee

An administrative fee will be charged to all contractors not licensed under FS 489 engaging in business in the City of Destin for which a permit is required. The administrative fee is for verification of state, county, and local licenses, as required by city ordinance and certificate of insurance from a Florida Licensed Insurance Company for General Liability 61G4-15.003(2)(c), and Worker’s Compensation as required by FS 440.103, 440.41, 440.42, and 489.144.

Code Reference: Chapter 13 Art. IV, Sec. 13-75, Code of Ordinances
Responsible Department: Community Development/Building Division

Specialty Contractors- The City will charge one annual administrative fee for all contractors engaging in the practice of contracting in the City of Destin whose scope of work is identified in a specialty contractor’s category.

Contractor annual administrative fee	\$80.00
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354003 Building Code Violations – Unsafe Code Fines and Fees

Fines and fees will be charged for noncompliance with the Florida Building Code to include the following items will be charged \$100 for first citation, \$300 for second citation, and a third citation will result in a summons to appear before the Construction Regulation Board:

- Failure to obtain a permit before commencing work
- Failure to post a notice of commencement
- Failure to obtain required inspections
- Failure to maintain proof of current workers’ compensation or public liability insurance
- Failure to inform the City of change of name style, address, or that licensee has ceased qualifying as a business
- Making misrepresentation on a permit application

Failure to correct building code violations will be charged \$500 for the first citation. The second citation will result in a Summons to Appear before the Construction Regulation Board.

Code Reference: City of Destin Ordinance 366 and Chapter 489 Florida Statutes
Responsible Department: Community Development/Building Division

322000 Building Construction Permit Fees

1. Permit Processing Fee: Administrative processing of \$77.00 is applied to all permits.
2. Penalty Fee: Any work which commences prior to securing the appropriate permit or permits shall be charged double the permit fee rate, which shall be collected by the Building Division. (Note: in accordance with Ordinance 336, the Building Official may issue a citation to the contractor.)
3. Re-Permit Fee:
 - a. Active permits (Change of Contractor): The fee for re-permitting any active permit will be 50% of the original building permit fee, no plan review fee, a \$77 processing fee.
 - b. Inactive permits (Expired): The fee for re-permitting any inactive permit will be regular fees, no plan review fee, and a \$77 processing fee.

Section 2: Building Permits and Developer Fees

4. In accordance with Florida Statute, a Florida Building Code (FBC) Surcharge (208002) is collected on all Building Permits of 1% or a \$2 minimum. In addition, a Building Code Administrators, and Inspectors Fund (BCAIB) Surcharge (208003) is also collected on all Building Permits issued in the amount of 1.5% or a \$2 minimum. Both of these surcharges are remitted to the Florida Department of Professional Regulation.

5. All New (Heated and Cooled) Buildings or Structure Additions (includes Manufactured Buildings).
 - a. Building Division Permit Fee: A permit for any new building or structure, or for any addition to an existing building or structure, or portion thereof is based on square footage of gross floor area multiplied by \$0.22 per square foot.
 - b. Planning Division (329502) permit fee: Residential (Single Family – Attached/Detached or Duplex) is \$0.06 per square foot of gross floor area. This fee includes the initial Certificate of Occupancy as-built site inspection.
 - c. Engineering Division (344900) Permit Fee: Residential (Single Family –Attached/Detached or Duplex) is \$0.08 per square foot gross floor area.
 - d. Planning Division (329502) permit fee: Multiple Family and Commercial Structures. If applicable, the fee is \$132. This fee includes the Certificate of Occupancy or Certificate of Completion and as-built site inspection.
 - e. Engineering Division (344900) Permit Fee: - Multiple Family and Commercial Structures: If applicable, the fee is \$330. This fee includes initial Erosion Control inspection and the Certificate of Occupancy or Certificate of Completion and as-built site inspection.

6. Other Structure Fee:
 - a. Building Division Fee: For all other structures to include non-heated and cooled buildings, renovations, interior buildouts, sheds, decks, fences, site disturbance (applies to Planning & Engineering fees only),etc. the permit fee is \$8.60 per \$1,000 (or fraction thereof).
 - b. Planning Division (329502) permit fee: Residential (Single Family Attached/Detached or Duplex): If applicable, the fee is \$66.00. This fee includes the Certificate of Occupancy/Completion and as-built site inspection.
 - c. Engineering Division (344900) Permit Fee: Residential (Single Family Attached/Detached or Duplex): If applicable, the fee is: \$66. The fee includes Certificate of Occupancy/Completion and as-built site inspection.
 - d. Planning Division (329502) permit fee: Multiple Family and Commercial Structures: If applicable, the fee is \$132. This fee includes the Certificate of Occupancy/Completion and as-built site inspection.
 - e. Engineering Division (344900) Permit Fee: Multiple Family and Commercial Structures: If applicable, the fee is: \$165. This fee includes the Certificate of Occupancy/Completion and as-built site inspection.
 - f. _____

7. Commercial Signs.

- a. The Building Division Permit fee for all permanent signs is based on the total area of each sign (two-sided signs on the same structure are considered as one sign). The following fees per sign are as follows:

Up to 20 square feet	\$71
Over 20 square feet	\$110

- b. The Planning Division Permit fee (329502) for signs are established:
 - i. If the sign will be mounted to an approved, existing structure, the permit fee is \$44.

Section 2: Building Permits and Developer Fees

- ii. If the sign will be mounted to a new structure, the permit-processing fee is \$88.
 - c. Engineering Division (344900) Permit fee for ground signs only: \$44.
8. Mobile/Manufactured Homes.
 - a. The Building Division Permit fee for mobile/manufactured homes, blocked, and skirts and tie-downs, is \$53.
 - b. The Planning Division (329502) Permit fee for mobile/manufactured homes, blocked, with skirts and tie-downs fee is \$66. This fee includes the initial Certificate of Occupancy/Completion as-built site inspection.
 - c. The Engineering Division (344900) Permit fee for mobile/manufactured homes, blocked, with skirts and tie-downs fee is \$55. This fee includes the initial Certificate/Completion as-built site inspection.
9. In Ground Swimming Pools and applicable water features (which includes all pool and water feature equipment, except electrical).
 - a. Building Permit Fee:
 - i. The fee for new residential swimming pools and applicable water features (excluding electrical fee) is \$132.
 - ii. The fee for new public swimming pools and applicable water features is \$297.
 - iii. The fee for renovations/repair/modifications: to existing public swimming pools and applicable water features is \$110.00
 - b. Planning Division (329502) Permit Fee: The fee for new swimming pools, applicable water features and level III alteration/renovations is \$105.60.
 - c. The Engineering Division (344900) Permit fee for new residential swimming pools, applicable water features and level III alteration/renovations is \$82.50.
10. Antennas - Dish and tower, roof and ground installations.
 - a. Domestic (Residential R3) installation: A permit is required only for those towers that are of such height that they cannot be contained on an owner's property if they fall. The permit fee is \$53.
 - b. Commercial (Non-Residential) installations: The fee is \$8.60 per \$1,000 (or fraction thereof).
11. Moving Buildings or Structures (excluding mobile homes): The fee to move any non-portable building or structure from one location to another location is \$119.
12. Demolition of Buildings or Structures:
 - a. Building Division Permit Fee: For the demolition of any building or structure, the fee is \$111.00. In addition to the demolition permit, you must submit a notice of asbestos removal form to the asbestos Coordinator for Northwest Florida District of Florida Department Environmental Protection (FDEP). (Note: The present address is 160 Government Center, Pensacola, Florida 31501). No Plan Review Fee or State fee.
 - b. Planning Division (329502) Permit Fee: The demolition permit fee is \$66.
 - c. Engineering Division (344900) Permit Fee: For the demolition of any building or structure, the fee is \$27.50. This fee includes initial Erosion Control inspection and the Certificate of Completion and site inspection.
13. Docks, Boathouses, Bulkheads and Seawalls:
 - a. Building Division Permit Fee: The fee for construction of docks, boathouses, bulkheads or seawalls is \$16.30 per \$1,000 (or fraction thereof).
 - b. Planning Division (329502) Permit Fee: The permit fee is \$33.
14. Land clearing:

Section 2: Building Permits and Developer Fees

- a. Planning Division (329502) Permit Fee: The fee for all land clearing permits is \$66.
- b. Engineering Permit (344900) Fee: The fee for land clearing in lots 1 acre or less in size is \$82.50. The fee for land clearing in lots over 1 acre in size is \$165. Fee is based on lot size, not the land clearing/area of disturbance.

15. Protected Tree removal:

- a. Planning Division (329502) Permit Fee: The fee for removing any protected or preserved tree shall be \$66.

16. Portable Buildings:

- a. Planning Division (329502) Permit Fee: \$88
- b. Engineering Division (344900) Permit Fee: \$55 (Floodplain)

17. Mobile Vending:

- a. Planning Division (329502) Permit Fee: \$27.50 per location

18. Temporary Tents

- a. Building Division Permit Fee: \$55
- b. Planning Division (329502) Permit Fee: \$27.50

19. Solar Energy Systems Permit Fees: Signed Sealed Drawings required. The permit fee is \$16.50per \$1,000 (or fraction thereof).

20. Electrical Permit Fees:

- a. Electrical Service:

Temporary service to 100 amperes	\$41.25
Low voltage systems i.e., tv, phone, sound, alarm (Exclude wireless security systems for 1 & 2 family)	\$8.60per system
Electrical work for New construction, alteration, renovations, additions, generators, repairs, etc.	\$16.50 per \$1,000 of estimated
Meter/service change outs (to include gang meters)	\$69 per meter
Functional check	\$69

- b. Swimming Pools and applicable water features: The permit fee, which includes all pool and applicable water feature equipment grounding, and underwater lights, is \$88.

21. Mechanical Permit Fees:

Heat and Air Conditioning Unit (including heat pump) New or Change outs, refrigeration systems, commercial hoods systems, Incinerators, boilers, chillers, Mechanical repair is \$16.50per \$1,000 (or fraction thereof).

22. Plumbing Permit Fees:

Plumbing for New construction, W/H change outs, repair/re-piping or renovations work is \$16.50 per \$1,000 (or fraction thereof).

23. Gas Permit Fees:

Gas for New construction, W/H change outs, repair/re-piping or renovations work is \$16.50 per \$1,000 (or fraction thereof).

Section 2: Building Permits and Developer Fees

24. Fire Sprinkler/Suppression Systems Permit Fees:

- New Construction, repair/re-pipe, renovation. modification is \$16.50 per \$1000 (or fraction thereof).

25. Utility Site/Infrastructure Permit Fees:

- a. Systems up to 20 devices (manholes, catch basin, storm drains) is \$220 (Engineering Division 344900)
- b. Systems with over 20 devices is \$385. (Engineering Division 344900)
- c. Planning Division (329502) fee is \$132.
- d. Engineering Division (344900) Fee: \$165

26. Parking Lot Resurface, Restripe and Overlay Permit Fees:

- a. Building Division fee is \$130
- b. Planning Division (329502) fee is \$132
- c. Engineering Division (344900) Fee is \$82.50

27. Life Safety Inspection Permit Fee: For anyone who request or is required to have an inspection for general life safety or standard housing inspection which are outside of performing permitted construction activity, the fee is \$69.

28. Re-inspection Fees:

Building Division	Building Inspections	Initial re-inspection	80.00
		Second re-inspection	320.00
		Third or more re-inspection	320.00
Planning Division	Certificate of Occupancy -Site Insp	Single Family or Duplex	110.00
		Minor Development Orders	506.00
		Major Development Orders	676.50
Engineering Division	Certificate of Occupancy - Site Insp	Single Family or Duplex	110.00
		Minor Development Orders	165.00
		Major Development Orders	330.00
Eng. & Planning Div.	Certificate of Completion - Site Insp		55.00
Engineering Division	General Site	All Developments	55.00

29. Stop By/Walk Through Inspection Request Fee: The fee will be \$80.

Section 2: Building Permits and Developer Fees

329503 Right-of-Way Fees

The Land Development Code provides that City Council will establish and collect fees for issuing Right of Way Construction Permits for work in the City’s rights of way. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: LDC 8.01.00 & Resolutions 02-06, 02-23, 04-13, 04-15

Responsible Department: Community Development Department – Engineering Division

Utility right-of-way permit	\$286
Right-of-way administration fee – Residential single/duplex	\$44 per row
Right-of-way administration fee – Commercial or multi-family	\$137.50 per row
Construction right-of-way – Nonresidential	\$12.10 per 100 linear feet PLUS: \$85.80 per road bore \$286 per road cut \$85.80 landscaping/irrigation
Commercial right-of-way – Nonresidential individual simple owner fee for hold harmless & maintenance agreement	\$55
Commercial right-of-way – Nonresidential other ownership (corporate or trust) fee for hold harmless & maintenance agreement	\$93.50
Residential (single or 2-family lot)	\$12.10 per 100 linear feet PLUS: \$23.10 per bore \$286 per road cut \$23.10 landscaping/irrigation
Residential (single or 2-family lot) Individual simple owner fee for hold harmless & maintenance agreement	\$55
Residential (single or 2-family lot) other ownership (corporate or trust) fee for hold harmless & maintenance agreement	\$93.50
Right-of-way inspections – Commercial satisfactory completion	
Initial inspection	No charge
First site re-inspection	\$88
Each subsequent re-inspection	\$143
Right-of-way inspections – Residential satisfactory completion	
Initial inspection	No charge
First site re-inspection	\$71.50
Each subsequent re-inspection	\$93.50
Right-of-way – vacation/easement	\$2750

329502 LAND DEVELOPMENT REVIEW FEES (aka ZONING REVIEW FEES)

The Land Development Regulations provide that the City Council of the City of Destin, Florida will establish land development review, permit and other fees. Fees are set to cover the cost of the work associated with review, permitting, inspection and other activities associated with land development. The City may require, at its discretion, the review and advise of an expert consulting professional on any development application. Applicants will be responsible to reimburse the City for these outside costs plus a 10% Administrative Fee. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Land Development Code 18.01.00

Responsible Department: Community Development

DEVELOPMENT ORDER RELATED APPLICATIONS:

The following development order related application fees include first submittal reviews only. Subsequent submittal reviews and advertisement costs and mailing costs will be invoiced to the applicant at actual cost plus a 10% Administrative Fee. All invoices must be paid in full prior to submittal of additional submittal packages and/or the issuance of the Final Development Order (DO).

TYPE OF APPLICATION	APPLICATION FEE
<i>Pre-Application Review - Residential</i>	\$50
<i>Pre-Application Review - Non residential</i>	\$150
Developer's Agreement	\$4500
Major Developments	\$5500
Minor Developments	\$3500
Major Deviations to a Major Development	\$4500
Minor Deviations to a Major Development	\$2500
Major Deviation to a Minor Development	\$4500
Minor Deviation to a Minor Development	\$2500
Simple Deviation	\$1000
Planned Unit Development (PUD) (in addition to fee for subdivision, major development or minor development)	\$4000
Landscaping Plan Review (if not submitted as part of a DO Application)	\$750
Outdoor lighting plan review (if not submitted as part of a DO Application)	\$750
Development Order Exemption	\$500

DEVELOPMENT ORDER CONSTRUCTION PERFORMANCE BONDS

Some development orders will require construction performance bonds. After City Engineering staff complete an inspection of the construction site against the development order and find the developer has satisfactorily met the requirements of the development order, the City will issue a bond release letter after payment of:

DESCRIPTION	FEE
344900 Engineering Fee (for Bond Inspection)	\$80
341300 Administrative Service Fee	\$250
341300 Bond Handling Fee	10% of Bond

Section 2: Building Permits and Developer Fees

Code Reference: Land Development Code 2.20.00 C3

Responsible Department: Community Development

SUBDIVISION RELATED APPLICATIONS:

The following subdivision related application fees include first submittal reviews only. Subsequent submittal reviews and advertisement costs and mailing costs will be invoiced to the applicant at actual cost plus a 10% Administrative Fee. All invoices must be paid in full prior to submittal of additional submittal packages and/or final approval.

TYPE OF APPLICATION	APPLICATION FEE
Major Subdivisions	\$4500
Minor Subdivisions	\$2000
Replat of Subdivision/Lot Reconfiguration	\$1500
Lot Split	\$1000
Deed of Gift	\$1000
If easements follow the plat, replat, or lot reconfiguration and are executed by a separate document	\$500 per easement

ORDINANCE AMENDMENT RELATED APPLICATIONS:

An applicant applying for any one of the following ordinance amendment related applications is responsible for paying to the City: administrative expenses, cost recovery for the use of outside consultants by the City to review the application, legal notice costs, and mailing cost at actual cost plus a 10% Administrative Fee.

TYPE OF APPLICATION	APPLICATION FEE
Comprehensive Plan Text Amendment	\$2000
Comp Plan Future Land Use Map (FLUM) Amendment	\$2000
Land Development Code (LDC) Text Amendment	\$2000
LDC Rezoning Map Amendment	\$2000
Code of Ordinance Text Amendment	\$2000

BOARD OF ADJUSTMENT RELATED APPLICATIONS:

An applicant applying for any one of the following Board of Adjustment applications is responsible for paying to the City: administrative expenses, cost recovery for the use of outside consultants by the City to review the application, legal notice costs, and mailing cost, at actual cost plus a 10% Administrative Fee.

TYPE OF APPLICATION	APPLICATION FEE
Administrative Decision Appeal	\$1000
Variance	\$1000
Exception (Marina Siting Only)	\$1000

TABLING AND/OR REHEARING:

The following fees are established for an applicant initiating tabling and/or re-hearing of an application at City Council, Local Planning Agency (LPA), Board of Adjustment (BOA), or Technical Review Team (TRT). The applicant is responsible for paying to the City administrative expenses, cost recovery for the use of outside consultant by the City to review the application, legal notice costs, and mailing cost, at actual cost plus a 10% Administrative Fee.

Section 2: Building Permits and Developer Fees

TYPE OF HEARING	FEE
City Council	\$500
Local Planning Agency (LPA)	\$500
Board of Adjustments	\$500
Technical Review Team	\$500

MISCELLANEOUS APPLICATIONS, FEES, & LETTERS:

TYPE OF APPLICATION, FEE, OR LETTER	FEE (Per Application or Letter)
Alcohol Licenses	\$100
Zoning Compliance Letter	\$100
FDEP Review Letter	\$100
Re-Addressing for Convenience	\$500
White Sands Compliance Inspection	\$100
Each re-inspection due to failure of a previous inspection	\$150
Dog Friendly Dining	\$500
Conditional Use	\$1500
Property Status Letter (Lien Requests) BLDG (329501)	\$52.50
Home Solicitation Sales	\$55
Change of Use Application Fee - Commercial	\$500
<i>Change of Use Application Fee - Short Term Rental</i>	<i>\$2000</i>
Parking Agreement Review	\$500
White Sands Review	\$100
Street Name Change	\$500
<i>Special Beach Event Permit - Residential</i>	<i>\$250</i>
<i>Special Beach Event Permit - Commercial</i>	<i>\$500</i>
<i>Outside Consulting Fee</i>	<i>10% of invoice or \$200 whichever is less</i>

324xxx IMPACT FEES & MOBILITY FEES

Fees charged to developers at the time of development for construction of facilities to serve the development site. Impact fees are based on the Impact fee study performed in 2007. Mobility fees are based on the 2024 demonstrated need study.

Code Reference: Land Development Code

Responsible Department: Community Development Department

324110 IMPACT FEES - PUBLIC SAFETY- RESIDENTIAL

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$9
Residential, 500—749 sq. ft.	Dwelling	\$11
Residential, 750—999 sq. ft.	Dwelling	\$13

Section 2: Building Permits and Developer Fees

Residential, 1,000—1,499 sq. ft.	Dwelling	\$16
Residential, 1,500—1,999 sq. ft.	Dwelling	\$19
Residential, 2,000—2,999 sq. ft.	Dwelling	\$23
Residential, 3,000—3,999 sq. ft.	Dwelling	\$27
Residential, 4,000 sq. ft or more	Dwelling	\$31
Mobile home/RV park	Pad	\$21
Hotel/Motel	Room	\$11

324120 IMPACT FEES - PUBLIC SAFETY – COMMERCIAL

Land Use Type	Unit	Fee
Retail/commercial	1,000 sq. ft.	\$31
Office	1,000 sq. ft.	\$18
Industrial	1,000 sq. ft.	\$11
Warehouse	1,000 sq. ft.	\$11
Church/Synagogue	1,000 sq. ft.	\$11
School/college	1,000 sq. ft.	\$11
Hospital	1,000 sq. ft.	\$11
Nursing home	1,000 sq. ft.	\$11
Other institutional	1,000 sq. ft.	\$11

3243X0 MOBILITY FEES

These Fees help the city address development impacts on transportation to include traffic, roads, sidewalks, multimodal transportation, streetlights, and parking.

Proposed Land Uses	Unit	Fee per Unit
Long-term Residential	Dwelling	
Residential, less than 500 sq. ft.		\$5,023
Residential, 500—749 sq. ft.		\$6,086
Residential, 750—999 sq. ft.		\$6,888
Residential, 1,000—1,499 sq. ft.		\$7,737
Residential, 1,500—1,999 sq. ft.		\$8,539
Residential, 2,000—2,999 sq. ft.		\$9,389
Residential, 3,000—3,999 sq. ft.		\$10,190
Residential, 4,000 sq. ft or more		\$10,789
Short-term Residential	Dwelling	
less than 500 sq. ft.		\$14,257
500—749 sq. ft.		\$21,466
750—999 sq. ft.		\$26,901
1,000—1,499 sq. ft.		\$32,662
1,500—1,999 sq. ft.		\$38,097
2,000—2,999 sq. ft.		\$43,858
3,000—3,999 sq. ft.		\$49,293
4,000 sq. ft or more		\$53,352
Multifamily Housing (Low-Rise) (220)	Dwelling	\$10,267
Multifamily Housing (Mid-Rise) (221)	Dwelling	\$6,901

Section 2: Building Permits and Developer Fees

Mobile Home Park (240)	Dwelling	\$10,846
Hotel/Motel (310)	Room	\$12,171
Shopping Center >150k (820)	1000 sq. ft.	\$28,753
Shopping Plaza 40-150k (821)	1000 sq. ft.	\$41,141
Shopping Plaza 40-150k - w/Supermarket (821)	1000 sq. ft.	\$57,575
Strip Retail Plaza <40k (822)	1000 sq. ft.	\$33,178
Automobile Sales (New) (840)	1000 sq. ft.	\$42,409
Supermarket (850)	1000 sq. ft.	\$34,307
Drive-in Bank (912)	1000 sq. ft.	\$36,687
Automobile Parts and Service Center (943)	1000 sq. ft.	\$18,965
Convenience Store (851)	1000 sq. ft.	\$179,984
Golf Course (430)	Acre	\$5,697
Marina (420)	Berths	\$3,671
Fast-Food Restaurant with Drive-Through Window (934)	1000 sq. ft.	\$160,226
High-Turnover (Sit-Down) Restaurant (932)	1000 sq. ft.	\$62,053
Fine Dining Restaurant (931)	1000 sq. ft.	\$48,531
Convenience Store/Gas Station (945)	Fueling Position	\$62,598
General Office Building (710)	1000 sq. ft.	\$16,513
Medical-Dental Office Building - Stand-Alone (720)	1000 sq. ft.	\$54,839
Hospital (610)	1000 sq. ft.	\$16,406
Nursing Home (620)	1000 sq. ft.	\$10,282
Church (560)	1000 sq. ft.	\$11,577
Private School (K-12) (532)	Student	\$3,778
Day Care Center (565)	Student	\$6,230
General Light Industrial (110)	1000 sq. ft.	\$7,419
Warehousing (150)	1000 sq. ft.	\$2,254

324610 IMPACT FEES - LIBRARY - RESIDENTIAL

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$62
Residential, 500—749 sq. ft.	Dwelling	\$78
Residential, 750—999 sq. ft.	Dwelling	\$93
Residential, 1,000—1,499 sq. ft.	Dwelling	\$112
Residential, 1,500—1,999 sq. ft.	Dwelling	\$133
Residential, 2,000—2,999 sq. ft.	Dwelling	\$160
Residential, 3,000—3,999 sq. ft.	Dwelling	\$190
Residential, 4,000 sq. ft or more	Dwelling	\$217
Mobile home/RV park	Pad	\$149
Hotel/Motel	Room	\$0

Section 2: Building Permits and Developer Fees

324620 IMPACT FEES - LIBRARY - COMMERCIAL

No Library Impact Fees are assessed for Commercial Development

324611 IMPACT FEES – RESIDENTIAL – PARKS

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$186
Residential, 500—749 sq. ft.	Dwelling	\$235
Residential, 750—999 sq. ft.	Dwelling	\$279
Residential, 1,000—1,499 sq. ft.	Dwelling	\$335
Residential, 1,500—1,999 sq. ft.	Dwelling	\$399
Residential, 2,000—2,999 sq. ft.	Dwelling	\$479
Residential, 3,000—3,999 sq. ft.	Dwelling	\$570
Residential, 4,000 sq. ft or more	Dwelling	\$649
Mobile home/RV park	Pad	\$447
Hotel/Motel	Room	\$243

324621 IMPACT FEES – COMMERCIAL – PARKS

No Parks Impact Fees are assessed for Commercial Development

344900 ENGINEERING FEES

The Land Development Code provides that City Council will establish and collect certain fees for engineering services.

Code Reference: Resolutions 02-06, 02-23, 04-13, 04-15

Responsible Department: Community Development Department/Engineering Division

Development Order Review Fees:

<i>TYPE OF APPLICATION:</i>	<i>E&S Review Fee</i>	<i>Engineering Review Fee</i>	<i>Floodplain Review Fee</i>	<i>Re-Review Fee</i>
MAJOR DEVELOPMENT or DEVIATION	\$200	\$200	\$25	\$100
MINOR DEVELOPMENT or DEVIATION	\$100	\$100	\$25	\$50
SIMPLE DEVIATION	\$100	\$100	\$25	\$50

Section 2: Building Permits and Developer Fees

329507 MARINE APPLICATION FEES

The collection of residential and commercial application fees is for review by the Harbor Board and Staff. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: 11.05 Code of Ordinance

Responsible Department: Community Development/Planning Division

	Fee (Per Application or Letter)
RESIDENTIAL	\$250
COMMERCIAL	\$1000

322900 NET POSITIVE ENVIRONMENTAL BENEFIT (NPEB) FEES

The Net Positive Environmental Benefit Impact Fee is 25% of the cost of construction for all marinas, docks, piers or other similar development within the Destin harbor and canals adjacent to the Destin Harbor.

341911 MAPS & PUBLICATIONS

Monies collected for providing copies, to include but not limited to, maps, plats and documents.

Responsible Department: Public Services/City Manager’s Office (GIS)

Standard data fees: \$3.10 / standard CD
 \$13.40 / standard aerial DVD
 \$13 / Aerial DVD

- Standard CD types are base vectors and aerial rasters. (Land use vectors available in future.)
- Base vector CD includes roads, water, 7.5-minute quads, quarter-quads, fire stations, city government buildings, libraries, parks, police stations, schools, flood zones, category storm surge, county border, city limits, zoning, future land use, community redevelopment agencies/areas, building footprints, digital elevations & aerial index.
- For parcels, contact Okaloosa County at 850-651-7958.
- In the future, free copies of standard CDs will be given quarterly to public library.
- Standard DVD types are base vectors and aerial rasters.
- Base vector DVD includes same layers as a Standard CD in un-zipped format.
- Aerial Raster DVD has same capacity as (3) CD's.

Standard Map Fees per page		
Size	Sparse Shading	Dense Shading
8.5 x 11 A	\$2.60	\$5.15
8.5 x 14	\$2.60	\$5.15
11 x 17 B	\$5.15	\$10.30
13 x 19	\$5.15	\$10.30
17 x 24 C	\$10.30	\$15.45
24 x 36 D	\$15.45	\$25.75
34 x 44 E	\$25.75	\$36.05

The above fees are based on map type, ink shading, and printing time, and color-copy fees at local company for small densely shaded maps. A map with over 25% of page shaded with solid ink is considered densely shaded. Custom requests are considered case by case with additional costs. Cost agreement may be in writing. Fulfilled only if costs are agreed upon, time is permitting, and media is practical. Includes but is not limited to:

- Any creation of new data.
- Any modification to existing data and maps.
- Any non-standard media (other than inkjet paper and CD’s).
- Any non-standard format such as AutoCAD.dxf

Custom fees: \$22.65 / hour staff rate (calculated in 15-min increments, no charge for first 15 min), plus media. \$3.10 / 650mb CD media, \$13.40 DVD media.

Section 3 Licenses and Permits: Business Tax Receipts (aka business licenses), Rental Registration (LTR/STR), Livery Permits, Vendor Permits, Marine Application Fees, Code Violations

316000 Local Business Taxes (aka Business Tax Receipts aka BTRs)

Fees levied by the City on all businesses, trades, and professions operating with the City or transacting business in interstate commerce where such tax is not prohibited by Sec. 8, Article 1 of the United States Constitution.

Local Business Tax Receipts are invoiced in July and due on October 1 each year. They expire September 30 the succeeding year. A Business Tax Receipt may be transferred to a new owner upon payment of a transfer fee and presentation of evidence of the sale and the original BTR. Receipt holders must comply with all applicable codes of the City and County, including building, fire, and health codes and zoning laws. Fees renewed after September 30 are subject up to 25% in penalties. Fees paid by credit card may now or in the future be charged up to 3% by the merchant services provider as per council motion of February 3, 2025.

Code Reference: F.S. Chapter 166.201, 205.042, 205.043, 205.053, Sec. 13-40 Code of Ordinances

Responsible Department: Community Development/Building Division

1. Charter boats: All charter boat or fare-carrying boat businesses shall pay a per boat base fee plus a per passenger fee based upon Coast Guard certified passenger capacity.

Charter boats, per boat base	\$100 per boat
Charter boats, per passenger fee	\$1.25 per passenger

2. Coin-operated machines: All businesses or activities utilizing coin-operated machines, except pay telephones, shall pay a BTR based upon the number of such machines. The local business tax fee will be determined based upon the total number of coin-operated machines the business or activity utilizes within the corporate limits of Destin, with a list of individual locations of coin-operated machines to be provided by the business or activity making application for a license. The owner of the business or activity shall make sufficient copies of the issued license for display at each coin-operated machine location.

Vending machines are those coin-operated devices which dispense a product in exchange for a coin, i.e., soft drinks, candy, grooming aids, cigarettes, etc. Amusement machines include devices such as pinball, electronic games, pool tables, skeet ball, juke boxes, etc. Laundry machines include washers, hot air dryers and dry-cleaning machines.

Amusement machines, per machine	
1 to 10 vending machines	\$62.50
11 to 25 vending machines	\$125.00
26 or more vending machines	\$187.50
1 to 25 coin-operated washing machines and dryers	\$62.50
26 to 50 coin-operated washing machines and dryers	\$125.00
51 or more coin-operated washing machines and dryers	\$187.50

Section 3: Business Licenses and Permits

3. Commercial fishing: Net boats, long line and all other commercial non-charter fishing businesses which sell seafood for profit, either retail or wholesale, shall pay a fee based upon the greatest number of vessels.

First boat	\$100.00
Each additional boat	\$50.00

4. Contractors and subcontractors: The classifications below are as defined in Florida Statutes Section 489.105.

General contractor	\$187.50
Building contractor	\$200.00
Residential, sheet metal, roofing, electrical, class A air conditioning, mechanical, plumbing, and commercial swimming pool contractors and subcontractors	\$150.00
Class B air conditioning and residential swimming pool contractors and subcontractors	\$100.00
Class C air conditioning and swimming pool service contractors or subcontractors	\$100.00
Handymen and similar craftsmen	\$50.00
All other contractors and subcontractors not listed herein	\$100.00

5. Food and beverage establishments:

Restaurants, cafes, snack bars, dining rooms, lounges, taverns, nightclubs and the like, whether operating in conjunction with some other line of business or not, base minimum plus per seat	\$100.00 min \$1.25 per seat
Snack counters, drive-ins, catering services, take-out services which maintain no seats, or like businesses which may provide some seating but whose primary nature of business is take-out or delivery of food and/or beverages	\$100.00

6. Gasoline stations (including marinas). The annual BT fee shall be based upon the maximum number of vehicles/vessels which can be serviced at any given time, in addition to other fees as may be required pursuant to this article.

1 to 4 vehicles/vessels	\$62.50
5 to 10 vehicles/vessels	\$125.00
11 to 15 vehicles/vessels	\$187.50
16 or more vehicles/vessels	\$250.00

7. Insurance:

Each insurance company writing any class of insurance upon any person or property residing or located within the city	\$100.00
Insurance agent or firm doing such business as agent or other representative of insurance company or companies, for each place of business	\$200.00

Section 3: Business Licenses and Permits

Each traveling or itinerant insurance agent or solicitor, soliciting business within the city	\$200.00
Insurance solicitors employed by, or representing, insurance agents who have an annual license as provided by this section	\$100.00

8. Leisure rentals: Businesses renting boats, yachts, jet skis, beach equipment, sailboats, motorcycles, mopeds, bicycles, or other similar equipment shall pay a BT fee based upon the number of units. The local business tax fee will be determined based upon the total number of leisure rentals the business or activity rents to the public within the corporate limits of Destin, with a list of individual locations of leisure rental setups to be provided by the business or activity making application for a BT receipt. The business owner or manager shall be responsible for making copies of the issued receipt, with a copy of said license to be distributed to each location site.

1 to 10 units	\$62.50
11 to 20 units	\$125.00
21 to 30 units	\$187.50
31 or more units	\$100.00

9. Marinas, dry docks, boat storage: Marinas, dry docks and boat storage annual license fees will be based upon the number of spaces for rent.

Spaces	Wet	Dry
1 to 3	\$65.50	\$62.50
4 to 10	\$125.00	\$62.50
11 to 20	\$187.50	\$93.75
21 to 40	\$250.00	\$125.00
41 to 60	\$312.50	\$156.25
61 or more	\$375.00	\$187.50

10. Professionals: The fees referenced in this section apply to each individual pursuing such profession or professional activities and not against the firm, partnership or corporation. Therefore, each individual must obtain a separate receipt rather than one (1) receipt being acquired by a firm, partnership or corporation. It shall be the responsibility of the principle of each firm to provide to the city a list of individual professionals working from or in the firm's office at the time of application, and to notify the city each time additional professionals assume professional working activities from the office. Each professional is responsible for acquiring his/her individual license BTR and shall post the issued BTR in a conspicuous place in the office in which the professional conducts business activities.

Class 1: Accountants/certified public accountants, architects, attorneys, chiropractors, dentists, engineers, medical doctors, opticians, optometrists, psychiatrists, psychologists, surveyors, and veterinarians	\$225.00
Class 2: Real estate brokers and stockbrokers	\$200.00
Class 3: Real estate agents, barbers, beauticians, cosmetologists, electrologists, and others not referenced in class 1, class 2, or in the insurance category (item 7 above)	\$50.00

Section 3: Business Licenses and Permits

11. Rental units: All hotels, motels, houses, cottages, condominium units, trailer spaces, boardinghouses and all other units or spaces rented. The local business tax fee will be determined based upon the total number of rental units the business or activity manages within the corporate limits of Destin, with a list of individual locations of rental units to be provided by the business or activity making application for a BTR. The business owner or manager shall post the issued BTR in a conspicuous place in the office which manages the rental units.

1 to 4 units	\$31.25
5 to 10 units	\$62.50
11 to 50 units	\$125.00
51 to 100 units	\$250.00
101 to 200 units	\$375.00
201 to 500 units	\$500.00
501 or more units	\$625.00
Mini-warehouse storage facilities	\$300.00

12. Retail, wholesale, manufacturing, services, financial institutions, clubs, pawnshops, private schools, car rentals, hospitals, clinics, advertising agencies, consultants, etc. All financial institutions and businesses selling goods, either wholesale or retail; businesses for the manufacture or assembly of goods; businesses providing services; all clubs, including golf, racquetball, swimming, health, social and the like; miniature golf, water slides and bowling alleys; private schools of any description; automobile rental agencies; and wrecker towing services shall pay a fee based upon the total number of employees. An employee shall be defined as any person actively connected with the business working within the city limits. An affidavit may be requested to accompany the application for such BTR stating the greatest number of individuals employed during any twenty-four-hour period during the preceding business tax year. The City Manager or his designee shall be supplied proof of the number of employees upon demand.

1 to 5 employees	\$62.50
6 to 20 employees	\$125.00
21 to 50 employees	\$187.50
50 Or more employess	\$250.00

13. Taxicabs, limousines, buses, private ambulances, courtesy cars, delivery cars, etc.: The annual BTR fee shall be a per-unit charge.

Taxicabs, per unit	\$62.50
Limousines, per unit	\$125.00
Buses: up to 40 passengers, per unit	\$187.50
Buses: 41 or more passengers, per unit	\$250.00
Courtesy/delivery cars, private ambulances, per unit	\$62.50

Section 3: Business Licenses and Permits

14. Theaters: Annual BTR fees will be based upon seating capacity.

1 to 30 seats	\$62.50
31 to 100 seats	\$125.00
101 to 300 seats	\$187.50
301 to 500 seats	\$250.00
501 to 750 seats	\$312.50
751 or more seats	\$375.00

15. Miscellaneous.

Any business activity not listed	\$300.00
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OTHER PERMITS AND LICENSES

329500 Rental Registration

The collection of administrative fees for the processing of applications for long- and short-term rental according to the following schedule: NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Chapter 13, Code of Ordinance Article 6 and Article 7

Responsible Department: Code Compliance Department

Long-term Rentals

The registration is valid May 1st to May 1st.

Rental Unit	\$50
Multiple rental units (i.e., apartment complex) located on one single parcel with onsite property management	\$50 Single Registration fee Via the onsite property management
Multiple rental units not located on one single parcel and no available onsite property management	\$50 Per Unit
Late Fee (after June 1 st)	\$50 After July 1st

Short-term Rentals

The registration period is January – March of each year. The decal is good for one calendar year.

The following fees apply to single-family dwelling units and condominium units as defined in Chapter 13, Code of Ordinance. The total fee may include an administrative (paper application) fee of \$25, a reapplication fee of \$25, in addition to the rental registration fee based upon building total area square footage (as per Okaloosa Property Appraiser Building File data) as follows:

TOTAL SQUARE FOOTAGE	Condominium	Single-Family
Up to 1499 square feet	\$500	\$500
1500-2499 square feet	\$500	\$500
2500-4999 square feet	\$600	\$600
5000+ square feet	\$700	\$700

Additional short-term rental fees that may apply:

Administrative Fee (Paper Application)	\$25
Late Fee after March 31 st	\$100
Late Fee after June 1 st	\$500

329400 Livery Vessel Permitting

The Land Development Code provides that City Council will establish and collect fees for the issuance of Livery Vessel Permits. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Ordinance 17-02-CC

Responsible Department: Code Compliance Development

Livery Vessel Permit Fee	\$100 Per Vessel
Late Fee, per vessel After March 1 st of every calendar year	\$25

329504 Beach Management Vendor Permits

The Land Development Code provides that City Council will establish and collect fees for the issuance of Beach Vendor Permits. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: LDC 11.08.03

Responsible Department: Code Compliance Department

Wheeled Vehicle Permit, per vehicle	\$50
Beach Vendor Permit, per location	\$150
Late Fee, per location	\$25

329508 Sexually Oriented Business License

Ordinance 09-06-LC provides that City Council will establish and collect fees for the issuance of annual licenses for purposes of ensuring compliance with certain regulations. All licenses shall expire on September 30th of each year unless otherwise suspended or revoked. Applications for renewal shall be made at least 20 days before the expiration of the license. The fines for operating a sexually oriented business without business and employee licenses may be \$250 to \$500 and/or jail for a period not to exceed sixty days for each violation day.

Code Reference: Ordinance 09-06-LC

Responsible Department: Code Compliance Department

Initial Application Fee, per business	\$250
Annual Renewal Fee, per business	\$100
Initial Application Fee, per employee	\$50
Each Additional License, per employee	\$20
Annual Renewal Fee, per employee	\$50
Annual Renewal of each additional license per employee	\$10

354001 Code Violation Fines

These are fines assessed by the Code Board for non-compliance of violations. In the case of a first violation, the code enforcement board may order the violator to pay a fine not to exceed two hundred fifty dollars (\$250.00) for each day the violation continues past the date set by the board's order for compliance.

In cases where the code enforcement board has found that a repeat violation has been committed, the board may order the violator to pay a fine not to exceed five hundred dollars (\$500.00) for each day the repeat violation continues beginning with the date the repeat violation is found to have occurred by the code inspector.

Code Reference: Chapter 14 of the Code Ordinances, Section 14-81.

Responsible Department: Code Compliance Department

Special Magistrate

The Code of Ordinances provides that City Council will establish and collect fees for the prosecution of cases heard before the Special Magistrate.

Administrative Fee: \$500.00

Code Reference: Code of Ordinance Section 14-81

Responsible Department: Code Compliance Department

Section 4 Miscellaneous: Parking Fees and Fines, Clerk's Office, Cemetery, Election Qualifying Fees, NSF returned check fee

Fees paid by credit card are subject to pay the merchant services fees, as well as applicable taxes

34450X PARKING FACILITIES USER FEES

Residents may obtain up to two (2) parking passes per household each year at City Hall or the Community Center by presenting their vehicle registration. Resident parking passes are valid for the calendar year they are issued and apply to both the Harbor and Beach Districts.

Harbor District: North of highway 98, the Marler Street, Community Center, and Zerbe parking lot fees can range from \$15 (in-season) to \$10 (off-season) per day. Non-residents may purchase a parking pass for the Harbor District lots for \$205 per year.

Beach District: Parking fees in the zones south of Highway 98 can range from \$20 for four hours (four-hour block, in-season) to \$3 per hour (hourly rate, off-season).

"In-Season" is defined as March 1 through October 31 and "Off-Season" as November 1 through February 28 or 29.

During high demand times in the off-season, the parking rates may be adjusted at the discretion of the City Manager, not to exceed the in-season rate. High demand days could include, but are limited to: New Year's Eve, Martin Luther King Jr. weekend, and President's Day weekend.

No parking is allowed between 11pm and 3am in any City paid-parking lot. Code Reference: Resolutions 19-05
Responsible Department: Code Compliance Department

354000X PARKING FINES

Payments collected from parking fines related to parking issues throughout the City limits.

Parking Lot Fines in following areas: Marler, Zerbe, Community Center, Beach paid parking zones \$100
Other parking infractions \$100

Responsible Department: Code Compliance Department

351500 TRAFFIC FINES

A police officer may issue a ticket for any moving violation as set forth in the provision of the Code of Ordinances.

Code Reference: Florida Statutes 34.191; 142.03; 316.660; 318.21
Responsible Department: Community Development

Section 4: Miscellaneous Fees, Parking, Clerk, Cemetery

341900 ELECTION QUALIFYING FEES

Elections for candidates running for office in accordance with the City's charter, Section 5.03 Qualifications. "Candidates for the offices of City Council member and Mayor shall qualify for such office by the filing of a written notice of candidacy with the designated city official, by the payment of any applicable qualifying fee at such time and in such manner as may be prescribed by ordinance." For the March 2004 election was \$25 per candidate.

Code Reference: City Charter Section 5.03

Responsible Department: City Clerk's Office

343800 CEMETERY LOT SALES

The City Code provides for City ownership and operation of cemeteries.

Code Reference: Resolution 23-05

Responsible Department: City Clerk's Office

	RESIDENTS
BURIAL LOT, EACH	\$1,350
DISINTERMENT FEE	\$257
MAUSOLEUM NICHE	\$618
SEA MEMORIAL ENGRAVING	\$200 per visit
WEEKEND/HOLIDAY GRAVE MARKING	\$77

341300 PUBLIC RECORDS DUPLICATION

Note: The City of Destin will expect/exclude all governmental agencies from photocopying and/or duplicating charges. This policy applies to federal, state, county, or municipal governments, their agencies, and divisions. All other exceptions are at the discretion of the City Manager.

COPIES, CERTIFIED COPY	\$1 PER PAGE + PHOTOCOPY CHARGE
COPIES, COMPUTER DISC	\$6 PER DISC
FAXED (LOCAL)	\$0.10 PER PAGE
FAXED (LONG DISTANCE)	\$0.30 FLAT RATE + PHOTOCOPY CHARGE
PHOTOCOPIES, AERIAL (LARGE-36"x60")	\$10 PER PAGE
PHOTOCOPIES, AERIAL (SMALL- 24"x 36")	\$5 PER PAGE
SITE PLAN Copies (36" x 24")	\$2 PER PAGE
PHOTOCOPIES, DUPLEXED	\$0.20 PER PAGE
PHOTOCOPIES, ONE-SIDED	\$0.15 PER PAGE
SPECIAL SERVICE CHARGE	\$28 PER HOUR OR \$7 PER FIFTEEN MINUTE INCREMENT

**FAXED COPIES LIMITED TO 25 PAGES OR LESS AND 8.5"x14"

Section 4: Miscellaneous Fees, Parking, Clerk, Cemetery

369000 NSF and returned check fee

The fee for returned checks paying for any City service, user fee, permit, license or payment of fines is \$30 or 10% of check amount, whichever is greater.

Code Reference: Resolution 19-11; Resolution 20-13; Resolution 21-11; Resolution; Resolution 23-05; Resolution 23-06; Resolution 23-21; Resolution 25-10

RESOLUTION 25-17

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA PROVIDING FOR AUTHORITY; AMENDING THE SCHEDULE OF FEES FOR FISCAL YEAR 2025; RESERVING THE RIGHT TO FURTHER AMEND THE SCHEDULE OF FEES; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City Charter, Section 3.13, stipulates that the City Council shall by ordinance adopt a budget on or before September 30th of each year; and

WHEREAS, the Government Finance Officers Association (GFOA) and National Advisory Council on State and Local Budgeting (NACSLB) provide established guidelines and standards for *Best Practices in Public Budgeting* and promote the adoption of an Account Guide establishing Schedule of Fees; and

WHEREAS, City Council has determined through previous adoptions that the City can benefit by establishing a comprehensive fee schedule;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Destin, Florida:

Section 1. Authority. Authority for enactment of this Resolution is Section 166.021, Florida Statutes, and Section 1.01 of the Destin City Charter.

Section 2. Account Guide - Revenues. The City of Destin hereby amends and establishes the Schedule of Fees set forth in Attachment "A" and as adopted by City Council.

Section 3. Reservation of Right to Further Amend the Schedule of Fees. The City Council of the City of Destin hereby reserves the right to further amend the Schedule of Fees set forth in Attachment "A" and as adopted by City Council through future action and by Resolution.

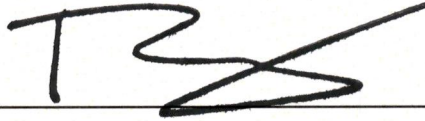
Section 4. Repealer Clause. All sections or parts of sections of any City of Destin's Ordinance or parts of Ordinances, and any City of Destin's Resolutions or parts of Resolutions, and any City of Destin's Policy or parts of Policy, which are in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Severability. If any portion of this Resolution, including Attachment "A," is determined by any Court to be invalid, the invalid portion shall be stricken and such striking shall not affect the validity of the remainder of the Resolution or Attachment "A."

Section 5. Effective Date. This Resolution shall take effect upon approval by the City Council and signature by the Mayor.

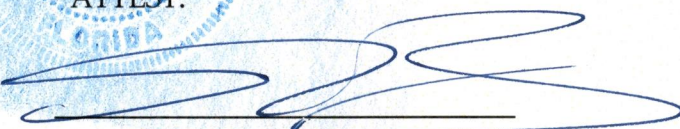
ADOPTED THIS 18th DAY OF AUGUST 2025.

By:



Robert T. Wagner, Mayor

ATTEST:



Rey Bailey, City Clerk

ATTACHMENT A - Schedule of Fees

Section 1 Culture and Recreation: Library, Parks, Sports Complex, Community Center

Section 2 Building and Developers: Building Permits, Developer fees, Impact fees, Mobility fees, Right-of-Way permits, Engineering, and Map fees

Section 3 Licenses and Permits: Business Tax Receipts (aka business licenses), Rental Registration (LTR/STR), Livery Permits, Vendor Permits, Marine Application Fees, Code Violations

Section 4 Miscellaneous: Parking Fees and Fines, Clerk's Office, Cemetery, Election Qualifying Fees

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Section 1 Culture and Recreation

Fees to utilize specific recreational facilities to continue the operations and improvements of the park area. Fees are established for reservations and permits of recreational and park facilities to provide a user fee for programs wherever applicable within the City and to establish procedures for the collection of such fees. Fees paid by credit card may now or in the future be charged up to 3% by the merchant services provider as per council motion of February 3, 2025.

3471xx LIBRARY SERVICE FEES

Fees collected for library membership and services

Responsible Department: Library

MEMBERSHIP FEES (RESOLUTION 01-27)

Okaloosa County Residents	No charge
In-network, non-resident*	\$40 per family per year
6-month out-of-network, non-resident	\$30 per person
12-month out-of-network, non-resident	\$60 per person

*In-network areas include the other 15 counties in the Panhandle Library Access Network (PLAN) <https://www.plan.lib.fl.us/about-us/>

SERVICE FEES

Lost items	Replacement cost
Sand in book/damaged cover	\$3 re-wrap fee
Local fax	\$1 per page
Long-distance fax	\$2 per page
Printing – black and white	\$0.15 per page
Printing – color	\$0.25 per page
Replacement video case	Replacement cost
Replacement audiobook case	Replacement cost

3472xx PARK AND RECREATION FEES

Fees collected for any type of program open to the public that is not athletic.

Code Reference: Florida Statutes 166.201

Responsible Department: Parks & Recreation

RECREATION & CULTURAL SERVICES		
Department and/or Service	Fee Description	Current Rate
Athletics	Youth & Adult Sports Residents, Per Player	\$30.00 (\$150 Tackle Football \$80 NFL Flag Football)
	Youth & Adult Sports Non-Residents, Per Player	\$50.00 (\$225 Tackle Football \$120 NFL Flag Football)
	Child of Volunteer Head Coach	no charge
	Cheerleading Uniform	\$140.00
Team Sponsors	All Sports Adult & Youth (7yrs. & UP)	\$300.00
	All Youth Sports (3-6yrs)	\$200.00
	Youth Basketball (all ages)	\$150.00
Tournament Fees	Rental Rate, per field – per day	\$150.00, plus \$20/hour per field with lights
	Gymnasium Rental, per gym – per day	300.00, plus \$15/hour attendant fee
	Disc Golf Tournament, per player	\$5.00 + tax
	Field Attendant fields A/B/C/D/F/G	\$10.00 per hour, per field
	Admin fee	\$100.00 per day
	Trash Clean Up	w/concession \$75.00 per day w/o concession \$150.00 per day
	Field Lining (excludes softball/baseball)	\$150.00 per field
	Quick Dry, per bag	\$20.00
	Temporary field fencing, per fence	\$50.00
Rental – Recreational Facilities		
	Destin Community Center – price includes the following: kitchen usage, overhead sound system in gym, portable sound system and set up, microphone, podium, pull down screen with DVD in meeting rooms	Gym (Full) \$100.00/hour Gym (Half) \$50.00/hour Small Meeting Room \$30.00/hour Large Meeting Room \$50.00/hour Attendant \$15.00/hour (after normal business hours)
	Stage rental	\$100.00
	Tables – special event	\$1.00 each
	Chairs – special event	\$0.25 each
	Other Equipment/Supply Rental	Prices vary per item
	Special Event Set up/Breakdown Fee	\$100.00
	Morgan Sports Complex Children’s Park Pavillion, Buck Destin Park, Clement Taylor Park Pavillion, Leonard Destin Park Pavillion	\$65.00 per day
	Alcoholic beverages permit	\$200

Section 1: Culture and Recreation

	Park Water Source	\$30.00 per day
	Park Electric Source	\$10.00 per day
Rental – Ball Parks		
	Athletic Fields, Per Hour	\$30.00 without lights \$50.00 with lights
Programs/activities		
	After School Program Resident/Property owner	\$120.00/month
	After School Program Non-Resident	\$135.00/month
	After School Program – 2 nd Child Resident	\$110.00/month
	After School Program – 2 nd Child Non-Resident	\$125.00/month
	Spring Break Camp Resident/Property Owner	\$150.00/week
	Spring Break Camp Non-Resident	\$180.00/week
	Summer Recreation Resident/Property Owner	\$85.00/week
	Summer Recreation Non-Resident	\$100.00/week
	Daily “Drop In” Rate	\$5/person
	Special Events/Specialty Camps/Other Instructor Led Classes	Prices vary (due to varying instructor charges)
Joe’s Bayou		
	Residential daily launch/recovery fee, per trailer	\$25
	Commercial daily launch/recovery fee, per trailer	\$25
	Resident/non-commercial annual launch/recovery fee	\$0 per household (1 pass) \$0 per senior household, 65+ (1 pass) \$50 per additional pass
	Non-resident/non-commercial, per household per year	\$205
	Destin based commercial launch, per year	\$1,030
	Commercial launch, non-Destin, per year	\$2,060
	Pump out fee, Destin resident	No charge
	Pump out fee, non-resident, per usage	\$5
Henderson Beach State Park Fees		
	Daily entrance pass	\$30 per household (1 per household) \$25 per senior household, 65+ (1 per household)

Section 2 Building and Developers: Construction Permits, Developer Fees, Impact Fees, Mobility Fees, Right-of-Way permits, Engineering, Marine Application Fees, Map Fees

The governing bodies of local governments may provide a schedule of fees, as authorized by statutes for the enforcement of the provisions of its building code. Such fees shall be used solely for carrying out the local government's responsibilities in enforcing the Florida Building Code. All permit, processing, and plan review fees are non-refundable unless extenuating circumstances are submitted, in writing, and approved by the Building Official. All required fees shall be paid prior to the issuance of any permit and at the commencement of any construction. Fees paid by credit card may now or in the future be charged up to 3% by the merchant services provider as per council motion of February 3, 2025.

NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Section 125.56, F.S. Chapter 166.222; FS Section 468.631, 553.721, 553.80

Responsible Department: Community Development/Building Division

329505 Plan Review Fee

The following review fees are applicable to all building construction permits.

Plan Review Fee: All projects are subject to a review fee, which equals the greater of (50%) of the permit fee or actual cost, incurred by the City to include one resubmittal.

1. Projects greater than or equal to four-story and assembly occupancy over 5,000 square feet and/or large projects/developments determined by the Building Official shall be reviewed by a duly Florida Licensed Private Provider. The applicant shall pay the fee to the private provider for their review and the City will waive the Plan Review Fee.
2. The City may require, at the Building Official's discretion, a review of the single-family dwelling plans by a structural engineer. In this case, the applicant shall be required to pay the cost of this review.
3. All projects are subject to a review fee for Engineering/Erosion Control (344900) fee of \$55 to be paid upon submittal.
4. FEMA Flood Zone Review: ALL projects within these zones are subject to a review fee for the Floodplain Review of \$110.00.
5. Wetlands Protection: ALL projects in or adjacent to environmentally sensitive areas (wetlands & open water bodies) are subject to a review fee of \$55. (344900)
6. Any additional resubmittal for review shall be assessed an additional review fee of \$27.50 or 27.50% of the permit fee whichever is greater per division review. (329505)

Section 2: Building Permits and Developer Fees

329506 Contractor Registration Fee

An administrative fee will be charged to all contractors not licensed under FS 489 engaging in business in the City of Destin for which a permit is required. The administrative fee is for verification of state, county, and local licenses, as required by city ordinance and certificate of insurance from a Florida Licensed Insurance Company for General Liability 61G4-15.003(2)(c), and Worker’s Compensation as required by FS 440.103, 440.41, 440.42, and 489.144.

Code Reference: Chapter 13 Art. IV, Sec. 13-75, Code of Ordinances
Responsible Department: Community Development/Building Division

Specialty Contractors- The City will charge one annual administrative fee for all contractors engaging in the practice of contracting in the City of Destin whose scope of work is identified in a specialty contractor’s category.

Contractor annual administrative fee	\$80.00
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354003 Building Code Violations – Unsafe Code Fines and Fees

Fines and fees will be charged for noncompliance with the Florida Building Code to include the following items will be charged \$100 for first citation, \$300 for second citation, and a third citation will result in a summons to appear before the Construction Regulation Board:

- Failure to obtain a permit before commencing work
- Failure to post a notice of commencement
- Failure to obtain required inspections
- Failure to maintain proof of current workers’ compensation or public liability insurance
- Failure to inform the City of change of name style, address, or that licensee has ceased qualifying as a business
- Making misrepresentation on a permit application

Failure to correct building code violations will be charged \$500 for the first citation. The second citation will result in a Summons to Appear before the Construction Regulation Board.

Code Reference: City of Destin Ordinance 366 and Chapter 489 Florida Statutes
Responsible Department: Community Development/Building Division

322000 Building Construction Permit Fees

1. Permit Processing Fee: Administrative processing of \$77.00 is applied to all permits.
2. Penalty Fee: Any work which commences prior to securing the appropriate permit or permits shall be charged double the permit fee rate, which shall be collected by the Building Division. (Note: in accordance with Ordinance 336, the Building Official may issue a citation to the contractor.)
3. Re-Permit Fee:
 - a. Active permits (Change of Contractor): The fee for re-permitting any active permit will be 50% of the original building permit fee, no plan review fee, a \$77 processing fee.
 - b. Inactive permits (Expired): The fee for re-permitting any inactive permit will be regular fees, no plan review fee, and a \$77 processing fee.

Section 2: Building Permits and Developer Fees

- 4. In accordance with Florida Statute, a Florida Building Code (FBC) Surcharge (208002) is collected on all Building Permits of 1% or a \$2 minimum. In addition, a Building Code Administrators, and Inspectors Fund (BCAIB) Surcharge (208003) is also collected on all Building Permits issued in the amount of 1.5% or a \$2 minimum. Both of these surcharges are remitted to the Florida Department of Professional Regulation.

- 5. All New (Heated and Cooled) Buildings or Structure Additions (includes Manufactured Buildings).
 - a. Building Division Permit Fee: A permit for any new building or structure, or for any addition to an existing building or structure, or portion thereof is based on square footage of gross floor area multiplied by \$0.22 per square foot.
 - b. Planning Division (329502) permit fee: Residential (Single Family – Attached/Detached or Duplex) is \$0.06 per square foot of gross floor area. This fee includes the initial Certificate of Occupancy as-built site inspection.
 - c. Engineering Division (344900) Permit Fee: Residential (Single Family –Attached/Detached or Duplex) is \$0.08 per square foot gross floor area.
 - d. Planning Division (329502) permit fee: Multiple Family and Commercial Structures. If applicable, the fee is \$132. This fee includes the Certificate of Occupancy or Certificate of Completion and as-built site inspection.
 - e. Engineering Division (344900) Permit Fee: - Multiple Family and Commercial Structures: If applicable, the fee is \$330. This fee includes initial Erosion Control inspection and the Certificate of Occupancy or Certificate of Completion and as-built site inspection.

- 6. Other Structure Fee:
 - a. Building Division Fee: For all other structures to include non-heated and cooled buildings, renovations, interior buildouts, sheds, decks, fences, site disturbance (applies to Planning & Engineering fees only),etc. the permit fee is \$8.60 per \$1,000 (or fraction thereof).
 - b. Planning Division (329502) permit fee: Residential (Single Family Attached/Detached or Duplex): If applicable, the fee is \$66.00. This fee includes the Certificate of Occupancy/Completion and as-built site inspection.
 - c. Engineering Division (344900) Permit Fee: Residential (Single Family Attached/Detached or Duplex): If applicable, the fee is: \$66. The fee includes Certificate of Occupancy/Completion and as-built site inspection.
 - d. Planning Division (329502) permit fee: Multiple Family and Commercial Structures: If applicable, the fee is \$132. This fee includes the Certificate of Occupancy/Completion and as-built site inspection.
 - e. Engineering Division (344900) Permit Fee: Multiple Family and Commercial Structures: If applicable, the fee is: \$165. This fee includes the Certificate of Occupancy/Completion and as-built site inspection.
 - f. _____

7. Commercial Signs.

- a. The Building Division Permit fee for all permanent signs is based on the total area of each sign (two-sided signs on the same structure are considered as one sign). The following fees per sign are as follows:

Up to 20 square feet	\$71
Over 20 square feet	\$110

- b. The Planning Division Permit fee (329502) for signs are established:
 - i. If the sign will be mounted to an approved, existing structure, the permit fee is \$44.

Section 2: Building Permits and Developer Fees

- ii. If the sign will be mounted to a new structure, the permit-processing fee is \$88.
 - c. Engineering Division (344900) Permit fee for ground signs only: \$44.
8. Mobile/Manufactured Homes.
 - a. The Building Division Permit fee for mobile/manufactured homes, blocked, and skirts and tie-downs, is \$53.
 - b. The Planning Division (329502) Permit fee for mobile/manufactured homes, blocked, with skirts and tie-downs fee is \$66. This fee includes the initial Certificate of Occupancy/Completion as-built site inspection.
 - c. The Engineering Division (344900) Permit fee for mobile/manufactured homes, blocked, with skirts and tie-downs fee is \$55. This fee includes the initial Certificate/Completion as-built site inspection.
9. In Ground Swimming Pools and applicable water features (which includes all pool and water feature equipment, except electrical).
 - a. Building Permit Fee:
 - i. The fee for new residential swimming pools and applicable water features (excluding electrical fee) is \$132.
 - ii. The fee for new public swimming pools and applicable water features is \$297.
 - iii. The fee for renovations/repair/modifications: to existing public swimming pools and applicable water features is \$110.00
 - b. Planning Division (329502) Permit Fee: The fee for new swimming pools, applicable water features and level III alteration/renovations is \$105.60.
 - c. The Engineering Division (344900) Permit fee for new residential swimming pools, applicable water features and level III alteration/renovations is \$82.50.
10. Antennas - Dish and tower, roof and ground installations.
 - a. Domestic (Residential R3) installation: A permit is required only for those towers that are of such height that they cannot be contained on an owner's property if they fall. The permit fee is \$53.
 - b. Commercial (Non-Residential) installations: The fee is \$8.60 per \$1,000 (or fraction thereof).
11. Moving Buildings or Structures (excluding mobile homes): The fee to move any non-portable building or structure from one location to another location is \$119.
12. Demolition of Buildings or Structures:
 - a. Building Division Permit Fee: For the demolition of any building or structure, the fee is \$111.00. In addition to the demolition permit, you must submit a notice of asbestos removal form to the asbestos Coordinator for Northwest Florida District of Florida Department Environmental Protection (FDEP). (Note: The present address is 160 Government Center, Pensacola, Florida 31501). No Plan Review Fee or State fee.
 - b. Planning Division (329502) Permit Fee: The demolition permit fee is \$66.
 - c. Engineering Division (344900) Permit Fee: For the demolition of any building or structure, the fee is \$27.50. This fee includes initial Erosion Control inspection and the Certificate of Completion and site inspection.
13. Docks, Boathouses, Bulkheads and Seawalls:
 - a. Building Division Permit Fee: The fee for construction of docks, boathouses, bulkheads or seawalls is \$16.30 per \$1,000 (or fraction thereof).
 - b. Planning Division (329502) Permit Fee: The permit fee is \$33.
14. Land clearing:

Section 2: Building Permits and Developer Fees

- a. Planning Division (329502) Permit Fee: The fee for all land clearing permits is \$66.
- b. Engineering Permit (344900) Fee: The fee for land clearing in lots 1 acre or less in size is \$82.50. The fee for land clearing in lots over 1 acre in size is \$165. Fee is based on lot size, not the land clearing/area of disturbance.

15. Protected Tree removal:

- a. Planning Division (329502) Permit Fee: The fee for removing any protected or preserved tree shall be \$66.

16. Portable Buildings:

- a. Planning Division (329502) Permit Fee: \$88
- b. Engineering Division (344900) Permit Fee: \$55 (Floodplain)

17. Mobile Vending:

- a. Planning Division (329502) Permit Fee: \$27.50 per location

18. Temporary Tents

- a. Building Division Permit Fee: \$55
- b. Planning Division (329502) Permit Fee: \$27.50

19. Solar Energy Systems Permit Fees: Signed Sealed Drawings required. The permit fee is \$16.50per \$1,000 (or fraction thereof).

20. Electrical Permit Fees:

- a. Electrical Service:

Temporary service to 100 amperes	\$41.25
Low voltage systems i.e., tv, phone, sound, alarm (Exclude wireless security systems for 1 & 2 family)	\$8.60per system
Electrical work for New construction, alteration, renovations, additions, generators, repairs, etc.	\$16.50 per \$1,000 of estimated
Meter/service change outs (to include gang meters)	\$69 per meter
Functional check	\$69

- b. Swimming Pools and applicable water features: The permit fee, which includes all pool and applicable water feature equipment grounding, and underwater lights, is \$88.

21. Mechanical Permit Fees:

Heat and Air Conditioning Unit (including heat pump) New or Change outs, refrigeration systems, commercial hoods systems, Incinerators, boilers, chillers, Mechanical repair is \$16.50per \$1,000 (or fraction thereof).

22. Plumbing Permit Fees:

Plumbing for New construction, W/H change outs, repair/re-piping or renovations work is \$16.50 per \$1,000 (or fraction thereof).

23. Gas Permit Fees:

Gas for New construction, W/H change outs, repair/re-piping or renovations work is \$16.50 per \$1,000 (or fraction thereof).

Section 2: Building Permits and Developer Fees

24. Fire Sprinkler/Suppression Systems Permit Fees:

- New Construction, repair/re-pipe, renovation. modification is \$16.50 per \$1000 (or fraction thereof).

25. Utility Site/Infrastructure Permit Fees:

- a. Systems up to 20 devices (manholes, catch basin, storm drains) is \$220 (Engineering Division 344900)
- b. Systems with over 20 devices is \$385. (Engineering Division 344900)
- c. Planning Division (329502) fee is \$132.
- d. Engineering Division (344900) Fee: \$165

26. Parking Lot Resurface, Restripe and Overlay Permit Fees:

- a. Building Division fee is \$130
- b. Planning Division (329502) fee is \$132
- c. Engineering Division (344900) Fee is \$82.50

27. Life Safety Inspection Permit Fee: For anyone who request or is required to have an inspection for general life safety or standard housing inspection which are outside of performing permitted construction activity, the fee is \$69.

28. Re-inspection Fees: (All subsequent re-inspections shall be doubled the previous fee)

Building Division	Building Inspections	Initial re-inspection	80.00
		Second re-inspection	320.00
		Third or more re-inspection	320.00
Planning Division	Certificate of Occupancy -Site Insp	Single Family or Duplex	110.00
		Minor Development Orders	506.00
		Major Development Orders	676.50
Engineering Division	Certificate of Occupancy - Site Insp	Single Family or Duplex	110.00
		Minor Development Orders	165.00
		Major Development Orders	330.00
Eng. & Planning Div.	Certificate of Completion - Site Insp		55.00
Engineering Division	General Site	All Developments	55.00

29. Stop By/Walk Through Inspection Request Fee: The fee will be \$80.

Section 2: Building Permits and Developer Fees

329503 Right-of-Way Fees

The Land Development Code provides that City Council will establish and collect fees for issuing Right of Way Construction Permits for work in the City's rights of way. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: LDC 8.01.00 & Resolutions 02-06, 02-23, 04-13, 04-15

Responsible Department: Community Development Department – Engineering Division

Utility right-of-way permit	\$286
Right-of-way administration fee – Residential single/duplex	\$44 per row
Right-of-way administration fee – Commercial or multi-family	\$137.50 per row
Construction right-of-way – Nonresidential	\$12.10 per 100 linear feet PLUS: \$85.80 per road bore \$286 per road cut \$85.80 landscaping/irrigation
Commercial right-of-way – Nonresidential individual simple owner fee for hold harmless & maintenance agreement	\$55
Commercial right-of-way – Nonresidential other ownership (corporate or trust) fee for hold harmless & maintenance agreement	\$93.50
Residential (single or 2-family lot)	\$12.10 per 100 linear feet PLUS: \$23.10 per bore \$286 per road cut \$23.10 landscaping/irrigation
Residential (single or 2-family lot) Individual simple owner fee for hold harmless & maintenance agreement	\$55
Residential (single or 2-family lot) other ownership (corporate or trust) fee for hold harmless & maintenance agreement	\$93.50
Right-of-way inspections – Commercial satisfactory completion	
Initial inspection	No charge
First site re-inspection	\$88
Each subsequent re-inspection	\$143
Right-of-way inspections – Residential satisfactory completion	
Initial inspection	No charge
First site re-inspection	\$71.50
Each subsequent re-inspection	\$93.50
Right-of-way – vacation/easement	\$2750

329502 LAND DEVELOPMENT REVIEW FEES (aka ZONING REVIEW FEES)

The Land Development Regulations provide that the City Council of the City of Destin, Florida will establish land development review, permit and other fees. Fees are set to cover the cost of the work associated with review, permitting, inspection and other activities associated with land development. The City may require, at its discretion, the review and advise of an expert consulting professional on any development application. Applicants will be responsible to reimburse the City for these outside costs plus a 10% Administrative Fee. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Land Development Code 18.01.00
Responsible Department: Community Development

DEVELOPMENT ORDER RELATED APPLICATIONS:

The following development order related application fees include first submittal reviews only. Subsequent submittal reviews and advertisement costs and mailing costs will be invoiced to the applicant at actual cost plus a 10% Administrative Fee. All invoices must be paid in full prior to submittal of additional submittal packages and/or the issuance of the Final Development Order (DO).

TYPE OF APPLICATION	APPLICATION FEE
<i>Pre-Application Review - Residential</i>	\$50
<i>Pre-Application Review - Non residential</i>	\$150
Developer’s Agreement	\$4500
Major Developments	\$5500
Minor Developments	\$3500
Major Deviations to a Major Development	\$4500
Minor Deviations to a Major Development	\$2500
Major Deviation to a Minor Development	\$4500
Minor Deviation to a Minor Development	\$2500
Simple Deviation	\$1000
Planned Unit Development (PUD) (in addition to fee for subdivision, major development or minor development)	\$4000
Landscaping Plan Review (if not submitted as part of a DO Application)	\$750
Outdoor lighting plan review (if not submitted as part of a DO Application)	\$750
Development Order Exemption	\$500

DEVELOPMENT ORDER CONSTRUCTION PERFORMANCE BONDS

Some development orders will require construction performance bonds. After City Engineering staff complete an inspection of the construction site against the development order and find the developer has satisfactorily met the requirements of the development order, the City will issue a bond release letter after payment of:

DESCRIPTION	FEE
344900 Engineering Fee (for Bond Inspection)	\$80
341300 Administrative Service Fee	\$250
341300 Bond Handling Fee	10% of Bond

Section 2: Building Permits and Developer Fees

Code Reference: Land Development Code 2.20.00 C3

Responsible Department: Community Development

SUBDIVISION RELATED APPLICATIONS:

The following subdivision related application fees include first submittal reviews only. Subsequent submittal reviews and advertisement costs and mailing costs will be invoiced to the applicant at actual cost plus a 10% Administrative Fee. All invoices must be paid in full prior to submittal of additional submittal packages and/or final approval.

TYPE OF APPLICATION	APPLICATION FEE
Major Subdivisions	\$4500
Minor Subdivisions	\$2000
Replat of Subdivision/Lot Reconfiguration	\$1500
Lot Split	\$1000
Deed of Gift	\$1000
If easements follow the plat, replat, or lot reconfiguration and are executed by a separate document	\$500 per easement

ORDINANCE AMENDMENT RELATED APPLICATIONS:

An applicant applying for any one of the following ordinance amendment related applications is responsible for paying to the City: administrative expenses, cost recovery for the use of outside consultants by the City to review the application, legal notice costs, and mailing cost at actual cost plus a 10% Administrative Fee.

TYPE OF APPLICATION	APPLICATION FEE
Comprehensive Plan Text Amendment	\$2000
Comp Plan Future Land Use Map (FLUM) Amendment	\$2000
Land Development Code (LDC) Text Amendment	\$2000
LDC Rezoning Map Amendment	\$2000
Code of Ordinance Text Amendment	\$2000

BOARD OF ADJUSTMENT RELATED APPLICATIONS:

An applicant applying for any one of the following Board of Adjustment applications is responsible for paying to the City: administrative expenses, cost recovery for the use of outside consultants by the City to review the application, legal notice costs, and mailing cost, at actual cost plus a 10% Administrative Fee.

TYPE OF APPLICATION	APPLICATION FEE
Administrative Decision Appeal	\$1000
Variance	\$1000
Exception (Marina Siting Only)	\$1000

TABLING AND/OR REHEARING:

The following fees are established for an applicant initiating tabling and/or re-hearing of an application at City Council, Local Planning Agency (LPA), Board of Adjustment (BOA), or Technical Review Team (TRT). The applicant is responsible for paying to the City administrative expenses, cost recovery for the use of outside consultant by the City to review the application, legal notice costs, and mailing cost, at actual cost plus a 10% Administrative Fee.

Section 2: Building Permits and Developer Fees

TYPE OF HEARING	FEE
City Council	\$500
Local Planning Agency (LPA)	\$500
Board of Adjustments	\$500
Technical Review Team	\$500

MISCELLANEOUS APPLICATIONS, FEES, & LETTERS:

TYPE OF APPLICATION, FEE, OR LETTER	FEE (Per Application or Letter)
Alcohol Licenses	\$100
Zoning Compliance Letter	\$100
FDEP Review Letter	\$100
Re-Addressing for Convenience	\$500
White Sands Compliance Inspection	\$100
Each re-inspection due to failure of a previous inspection	\$150
Dog Friendly Dining	\$500
Conditional Use	\$1500
Property Status Letter (Lien Requests) BLDG (329501)	\$52.50
Home Solicitation Sales	\$55
Change of Use Application Fee - Commercial	\$500
<i>Change of Use Application Fee - Short Term Rental</i>	<i>\$2000</i>
Parking Agreement Review	\$500
White Sands Review	\$100
Street Name Change	\$500
<i>Special Beach Event Permit - Residential</i>	<i>\$250</i>
<i>Special Beach Event Permit - Commercial</i>	<i>\$500</i>
<i>Outside Consulting Fee</i>	<i>10% of invoice or \$200 whichever is less</i>

324xxx IMPACT FEES & MOBILITY FEES

Fees charged to developers at the time of development for construction of facilities to serve the development site. Impact fees are based on the Impact fee study performed in 2007. Mobility fees are based on the 2024 demonstrated need study.

Code Reference: Land Development Code

Responsible Department: Community Development Department

324110 IMPACT FEES - PUBLIC SAFETY- RESIDENTIAL

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$9
Residential, 500—749 sq. ft.	Dwelling	\$11
Residential, 750—999 sq. ft.	Dwelling	\$13

Section 2: Building Permits and Developer Fees

Residential, 1,000—1,499 sq. ft.	Dwelling	\$16
Residential, 1,500—1,999 sq. ft.	Dwelling	\$19
Residential, 2,000—2,999 sq. ft.	Dwelling	\$23
Residential, 3,000—3,999 sq. ft.	Dwelling	\$27
Residential, 4,000 sq. ft or more	Dwelling	\$31
Mobile home/RV park	Pad	\$21
Hotel/Motel	Room	\$11

324120 IMPACT FEES - PUBLIC SAFETY – COMMERCIAL

Land Use Type	Unit	Fee
Retail/commercial	1,000 sq. ft.	\$31
Office	1,000 sq. ft.	\$18
Industrial	1,000 sq. ft.	\$11
Warehouse	1,000 sq. ft.	\$11
Church/Synagogue	1,000 sq. ft.	\$11
School/college	1,000 sq. ft.	\$11
Hospital	1,000 sq. ft.	\$11
Nursing home	1,000 sq. ft.	\$11
Other institutional	1,000 sq. ft.	\$11

3243X0 MOBILITY FEES

These Fees help the city address development impacts on transportation to include traffic, roads, sidewalks, multimodal transportation, streetlights, and parking.

Proposed Land Uses	Unit	Fee per Unit
Long-term Residential	Dwelling	
Residential, less than 500 sq. ft.		\$5,023
Residential, 500—749 sq. ft.		\$6,086
Residential, 750—999 sq. ft.		\$6,888
Residential, 1,000—1,499 sq. ft.		\$7,737
Residential, 1,500—1,999 sq. ft.		\$8,539
Residential, 2,000—2,999 sq. ft.		\$9,389
Residential, 3,000—3,999 sq. ft.		\$10,190
Residential, 4,000 sq. ft or more		\$10,789
Short-term Residential	Dwelling	
less than 500 sq. ft.		\$14,257
500—749 sq. ft.		\$21,466
750—999 sq. ft.		\$26,901
1,000—1,499 sq. ft.		\$32,662
1,500—1,999 sq. ft.		\$38,097
2,000—2,999 sq. ft.		\$43,858
3,000—3,999 sq. ft.		\$49,293
4,000 sq. ft or more		\$53,352
Multifamily Housing (Low-Rise) (220)	Dwelling	\$10,267
Multifamily Housing (Mid-Rise) (221)	Dwelling	\$6,901

Section 2: Building Permits and Developer Fees

Mobile Home Park (240)	Dwelling	\$10,846
Hotel/Motel (310)	Room	\$12,171
Shopping Center >150k (820)	1000 sq. ft.	\$28,753
Shopping Plaza 40-150k (821)	1000 sq. ft.	\$41,141
Shopping Plaza 40-150k - w/Supermarket (821)	1000 sq. ft.	\$57,575
Strip Retail Plaza <40k (822)	1000 sq. ft.	\$33,178
Automobile Sales (New) (840)	1000 sq. ft.	\$42,409
Supermarket (850)	1000 sq. ft.	\$34,307
Drive-in Bank (912)	1000 sq. ft.	\$36,687
Automobile Parts and Service Center (943)	1000 sq. ft.	\$18,965
Convenience Store (851)	1000 sq. ft.	\$179,984
Golf Course (430)	Acre	\$5,697
Marina (420)	Berths	\$3,671
Fast-Food Restaurant with Drive-Through Window (934)	1000 sq. ft.	\$160,226
High-Turnover (Sit-Down) Restaurant (932)	1000 sq. ft.	\$62,053
Fine Dining Restaurant (931)	1000 sq. ft.	\$48,531
Convenience Store/Gas Station (945)	Fueling Position	\$62,598
General Office Building (710)	1000 sq. ft.	\$16,513
Medical-Dental Office Building - Stand-Alone (720)	1000 sq. ft.	\$54,839
Hospital (610)	1000 sq. ft.	\$16,406
Nursing Home (620)	1000 sq. ft.	\$10,282
Church (560)	1000 sq. ft.	\$11,577
Private School (K-12) (532)	Student	\$3,778
Day Care Center (565)	Student	\$6,230
General Light Industrial (110)	1000 sq. ft.	\$7,419
Warehousing (150)	1000 sq. ft.	\$2,254

324610 IMPACT FEES - LIBRARY - RESIDENTIAL

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$62
Residential, 500—749 sq. ft.	Dwelling	\$78
Residential, 750—999 sq. ft.	Dwelling	\$93
Residential, 1,000—1,499 sq. ft.	Dwelling	\$112
Residential, 1,500—1,999 sq. ft.	Dwelling	\$133
Residential, 2,000—2,999 sq. ft.	Dwelling	\$160
Residential, 3,000—3,999 sq. ft.	Dwelling	\$190
Residential, 4,000 sq. ft or more	Dwelling	\$217
Mobile home/RV park	Pad	\$149
Hotel/Motel	Room	\$0

Section 2: Building Permits and Developer Fees

324620 IMPACT FEES - LIBRARY - COMMERCIAL

No Library Impact Fees are assessed for Commercial Development

324611 IMPACT FEES – RESIDENTIAL – PARKS

Land Use Type	Unit	Fee
Residential, less than 500 sq. ft.	Dwelling	\$186
Residential, 500—749 sq. ft.	Dwelling	\$235
Residential, 750—999 sq. ft.	Dwelling	\$279
Residential, 1,000—1,499 sq. ft.	Dwelling	\$335
Residential, 1,500—1,999 sq. ft.	Dwelling	\$399
Residential, 2,000—2,999 sq. ft.	Dwelling	\$479
Residential, 3,000—3,999 sq. ft.	Dwelling	\$570
Residential, 4,000 sq. ft or more	Dwelling	\$649
Mobile home/RV park	Pad	\$447
Hotel/Motel	Room	\$243

324621 IMPACT FEES – COMMERCIAL – PARKS

No Parks Impact Fees are assessed for Commercial Development

344900 ENGINEERING FEES

The Land Development Code provides that City Council will establish and collect certain fees for engineering services.

Code Reference: Resolutions 02-06, 02-23, 04-13, 04-15

Responsible Department: Community Development Department/Engineering Division

Development Order Review Fees:

<i>TYPE OF APPLICATION:</i>	<i>E&S Review Fee</i>	<i>Engineering Review Fee</i>	<i>Floodplain Review Fee</i>	<i>Re-Review Fee</i>
MAJOR DEVELOPMENT or DEVIATION	\$200	\$200	\$25	\$100
MINOR DEVELOPMENT or DEVIATION	\$100	\$100	\$25	\$50
SIMPLE DEVIATION	\$100	\$100	\$25	\$50

Section 2: Building Permits and Developer Fees

329507 MARINE APPLICATION FEES

The collection of residential and commercial application fees is for review by the Harbor Board and Staff. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: 11.05 Code of Ordinance

Responsible Department: Community Development/Planning Division

	Fee (Per Application or Letter)
RESIDENTIAL	\$250
COMMERCIAL	\$1000

322900 NET POSITIVE ENVIRONMENTAL BENEFIT (NPEB) FEES

The Net Positive Environmental Benefit Impact Fee is 25% of the cost of construction for all marinas, docks, piers or other similar development within the Destin harbor and canals adjacent to the Destin Harbor.

341911 MAPS & PUBLICATIONS

Monies collected for providing copies, to include but not limited to, maps, plats and documents.

Responsible Department: Public Services/City Manager’s Office (GIS)

Standard data fees: \$3.10 / standard CD
 \$13.40 / standard aerial DVD
 \$13 / Aerial DVD

- Standard CD types are base vectors and aerial rasters. (Land use vectors available in future.)
- Base vector CD includes roads, water, 7.5-minute quads, quarter-quads, fire stations, city government buildings, libraries, parks, police stations, schools, flood zones, category storm surge, county border, city limits, zoning, future land use, community redevelopment agencies/areas, building footprints, digital elevations & aerial index.
- For parcels, contact Okaloosa County at 850-651-7958.
- In the future, free copies of standard CDs will be given quarterly to public library.
- Standard DVD types are base vectors and aerial rasters.
- Base vector DVD includes same layers as a Standard CD in un-zipped format.
- Aerial Raster DVD has same capacity as (3) CD's.

Standard Map Fees per page		
Size	Sparse Shading	Dense Shading
8.5 x 11 A	\$2.60	\$5.15
8.5 x 14	\$2.60	\$5.15
11 x 17 B	\$5.15	\$10.30
13 x 19	\$5.15	\$10.30
17 x 24 C	\$10.30	\$15.45
24 x 36 D	\$15.45	\$25.75
34 x 44 E	\$25.75	\$36.05

The above fees are based on map type, ink shading, and printing time, and color-copy fees at local company for small densely shaded maps. A map with over 25% of page shaded with solid ink is considered densely shaded. Custom requests are considered case by case with additional costs. Cost agreement may be in writing. Fulfilled only if costs are agreed upon, time is permitting, and media is practical. Includes but is not limited to:

- Any creation of new data.
- Any modification to existing data and maps.
- Any non-standard media (other than inkjet paper and CD's).
- Any non-standard format such as AutoCAD.dxf

Custom fees: \$22.65 / hour staff rate (calculated in 15-min increments, no charge for first 15 min), plus media.
 \$3.10 / 650mb CD media, \$13.40 DVD media.

Section 3 Licenses and Permits: Business Tax Receipts (aka business licenses), Rental Registration (LTR/STR), Livery Permits, Vendor Permits, Marine Application Fees, Code Violations

316000 Local Business Taxes (aka Business Tax Receipts aka BTRs)

Fees levied by the City on all businesses, trades, and professions operating with the City or transacting business in interstate commerce where such tax is not prohibited by Sec. 8, Article 1 of the United States Constitution.

Local Business Tax Receipts are invoiced in July and due on October 1 each year. They expire September 30 the succeeding year. A Business Tax Receipt may be transferred to a new owner upon payment of a transfer fee and presentation of evidence of the sale and the original BTR. Receipt holders must comply with all applicable codes of the City and County, including building, fire, and health codes and zoning laws. Fees renewed after September 30 are subject up to 25% in penalties. Fees paid by credit card may now or in the future be charged up to 3% by the merchant services provider as per council motion of February 3, 2025.

Code Reference: F.S. Chapter 166.201, 205.042, 205.043, 205.053, Sec. 13-40 Code of Ordinances

Responsible Department: Community Development/Building Division

1. Charter boats: All charter boat or fare-carrying boat businesses shall pay a per boat base fee plus a per passenger fee based upon Coast Guard certified passenger capacity.

Charter boats, per boat base	\$100 per boat
Charter boats, per passenger fee	\$1.25 per passenger

2. Coin-operated machines: All businesses or activities utilizing coin-operated machines, except pay telephones, shall pay a BTR based upon the number of such machines. The local business tax fee will be determined based upon the total number of coin-operated machines the business or activity utilizes within the corporate limits of Destin, with a list of individual locations of coin-operated machines to be provided by the business or activity making application for a license. The owner of the business or activity shall make sufficient copies of the issued license for display at each coin-operated machine location.

Vending machines are those coin-operated devices which dispense a product in exchange for a coin, i.e., soft drinks, candy, grooming aids, cigarettes, etc. Amusement machines include devices such as pinball, electronic games, pool tables, skeet ball, juke boxes, etc. Laundry machines include washers, hot air dryers and dry-cleaning machines.

Amusement machines, per machine	
1 to 10 vending machines	\$62.50
11 to 25 vending machines	\$125.00
26 or more vending machines	\$187.50
1 to 25 coin-operated washing machines and dryers	\$62.50
26 to 50 coin-operated washing machines and dryers	\$125.00
51 or more coin-operated washing machines and dryers	\$187.50

Section 3: Business Licenses and Permits

3. Commercial fishing: Net boats, long line and all other commercial non-charter fishing businesses which sell seafood for profit, either retail or wholesale, shall pay a fee based upon the greatest number of vessels.

First boat	\$100.00
Each additional boat	\$50.00

4. Contractors and subcontractors: The classifications below are as defined in Florida Statutes Section 489.105.

General contractor	\$187.50
Building contractor	\$200.00
Residential, sheet metal, roofing, electrical, class A air conditioning, mechanical, plumbing, and commercial swimming pool contractors and subcontractors	\$150.00
Class B air conditioning and residential swimming pool contractors and subcontractors	\$100.00
Class C air conditioning and swimming pool service contractors or subcontractors	\$100.00
Handymen and similar craftsmen	\$50.00
All other contractors and subcontractors not listed herein	\$100.00

5. Food and beverage establishments:

Restaurants, cafes, snack bars, dining rooms, lounges, taverns, nightclubs and the like, whether operating in conjunction with some other line of business or not, base minimum plus per seat	\$100.00 min \$1.25 per seat
Snack counters, drive-ins, catering services, take-out services which maintain no seats, or like businesses which may provide some seating but whose primary nature of business is take-out or delivery of food and/or beverages	\$100.00

6. Gasoline stations (including marinas). The annual BT fee shall be based upon the maximum number of vehicles/vessels which can be serviced at any given time, in addition to other fees as may be required pursuant to this article.

1 to 4 vehicles/vessels	\$62.50
5 to 10 vehicles/vessels	\$125.00
11 to 15 vehicles/vessels	\$187.50
16 or more vehicles/vessels	\$250.00

7. Insurance:

Each insurance company writing any class of insurance upon any person or property residing or located within the city	\$100.00
Insurance agent or firm doing such business as agent or other representative of insurance company or companies, for each place of business	\$200.00

Section 3: Business Licenses and Permits

Each traveling or itinerant insurance agent or solicitor, soliciting business within the city	\$200.00
Insurance solicitors employed by, or representing, insurance agents who have an annual license as provided by this section	\$100.00

8. Leisure rentals: Businesses renting boats, yachts, jet skis, beach equipment, sailboats, motorcycles, mopeds, bicycles, or other similar equipment shall pay a BT fee based upon the number of units. The local business tax fee will be determined based upon the total number of leisure rentals the business or activity rents to the public within the corporate limits of Destin, with a list of individual locations of leisure rental setups to be provided by the business or activity making application for a BT receipt. The business owner or manager shall be responsible for making copies of the issued receipt, with a copy of said license to be distributed to each location site.

1 to 10 units	\$62.50
11 to 20 units	\$125.00
21 to 30 units	\$187.50
31 or more units	\$100.00

9. Marinas, dry docks, boat storage: Marinas, dry docks and boat storage annual license fees will be based upon the number of spaces for rent.

Spaces	Wet	Dry
1 to 3	\$65.50	\$62.50
4 to 10	\$125.00	\$62.50
11 to 20	\$187.50	\$93.75
21 to 40	\$250.00	\$125.00
41 to 60	\$312.50	\$156.25
61 or more	\$375.00	\$187.50

10. Professionals: The fees referenced in this section apply to each individual pursuing such profession or professional activities and not against the firm, partnership or corporation. Therefore, each individual must obtain a separate receipt rather than one (1) receipt being acquired by a firm, partnership or corporation. It shall be the responsibility of the principle of each firm to provide to the city a list of individual professionals working from or in the firm's office at the time of application, and to notify the city each time additional professionals assume professional working activities from the office. Each professional is responsible for acquiring his/her individual license BTR and shall post the issued BTR in a conspicuous place in the office in which the professional conducts business activities.

Class 1: Accountants/certified public accountants, architects, attorneys, chiropractors, dentists, engineers, medical doctors, opticians, optometrists, psychiatrists, psychologists, surveyors, and veterinarians	\$225.00
Class 2: Real estate brokers and stockbrokers	\$200.00
Class 3: Real estate agents, barbers, beauticians, cosmetologists, electrologists, and others not referenced in class 1, class 2, or in the insurance category (item 7 above)	\$50.00

Section 3: Business Licenses and Permits

11. Rental units: All hotels, motels, houses, cottages, condominium units, trailer spaces, boardinghouses and all other units or spaces rented. The local business tax fee will be determined based upon the total number of rental units the business or activity manages within the corporate limits of Destin, with a list of individual locations of rental units to be provided by the business or activity making application for a BTR. The business owner or manager shall post the issued BTR in a conspicuous place in the office which manages the rental units.

1 to 4 units	\$31.25
5 to 10 units	\$62.50
11 to 50 units	\$125.00
51 to 100 units	\$250.00
101 to 200 units	\$375.00
201 to 500 units	\$500.00
501 or more units	\$625.00
Mini-warehouse storage facilities	\$300.00

12. Retail, wholesale, manufacturing, services, financial institutions, clubs, pawnshops, private schools, car rentals, hospitals, clinics, advertising agencies, consultants, etc. All financial institutions and businesses selling goods, either wholesale or retail; businesses for the manufacture or assembly of goods; businesses providing services; all clubs, including golf, racquetball, swimming, health, social and the like; miniature golf, water slides and bowling alleys; private schools of any description; automobile rental agencies; and wrecker towing services shall pay a fee based upon the total number of employees. An employee shall be defined as any person actively connected with the business working within the city limits. An affidavit may be requested to accompany the application for such BTR stating the greatest number of individuals employed during any twenty-four-hour period during the preceding business tax year. The City Manager or his designee shall be supplied proof of the number of employees upon demand.

1 to 5 employees	\$62.50
6 to 20 employees	\$125.00
21 to 50 employees	\$187.50
50 Or more employess	\$250.00

13. Taxicabs, limousines, buses, private ambulances, courtesy cars, delivery cars, etc.: The annual BTR fee shall be a per-unit charge.

Taxicabs, per unit	\$62.50
Limousines, per unit	\$125.00
Buses: up to 40 passengers, per unit	\$187.50
Buses: 41 or more passengers, per unit	\$250.00
Courtesy/delivery cars, private ambulances, per unit	\$62.50

Section 3: Business Licenses and Permits

14. Theaters: Annual BTR fees will be based upon seating capacity.

1 to 30 seats	\$62.50
31 to 100 seats	\$125.00
101 to 300 seats	\$187.50
301 to 500 seats	\$250.00
501 to 750 seats	\$312.50
751 or more seats	\$375.00

15. Miscellaneous.

Any business activity not listed	\$300.00
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OTHER PERMITS AND LICENSES

329500 Rental Registration

The collection of administrative fees for the processing of applications for long- and short-term rental according to the following schedule: NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Chapter 13, Code of Ordinance Article 6 and Article 7

Responsible Department: Code Compliance Department

Long-term Rentals

The registration is valid May 1st to May 1st.

Rental Unit	\$50
Multiple rental units (i.e., apartment complex) located on one single parcel with onsite property management	\$50 Single Registration fee Via the onsite property management
Multiple rental units not located on one single parcel and no available onsite property management	\$50 Per Unit
Late Fee (after June 1 st)	\$50 After July 1st

Section 3: Business Licenses and Permits

Short-term Rentals

The registration period is January – March of each year. The decal is good for one calendar year.

The following fees apply to single-family dwelling units and condominium units as defined in Chapter 13, Code of Ordinance. The total fee may include an administrative (paper application) fee of \$25, a reapplication fee of \$25, in addition to the rental registration fee based upon building total area square footage (as per Okaloosa Property Appraiser Building File data) as follows:

TOTAL SQUARE FOOTAGE	Condominium	Single-Family
Up to 1499 square feet	\$500	\$500
1500-2499 square feet	\$500	\$500
2500-4999 square feet	\$600	\$600
5000+ square feet	\$700	\$700

Additional short-term rental fees that may apply:

Administrative Fee (Paper Application)	\$25
Late Fee after March 31 st	\$100
Late Fee after June 1 st	\$500

329400 Livery Vessel Permitting

The Land Development Code provides that City Council will establish and collect fees for the issuance of Livery Vessel Permits. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: Ordinance 17-02-CC

Responsible Department: Code Compliance Development

Livery Vessel Permit Fee	\$100 Per Vessel
Late Fee, per vessel After March 1 st of every calendar year	\$25

329504 Beach Management Vendor Permits

The Land Development Code provides that City Council will establish and collect fees for the issuance of Beach Vendor Permits. NOTE: 10% of all fees collected within this section shall be accounted for and deposited in a separate account designated to support development review/compliance quality process improvement initiatives.

Code Reference: LDC 11.08.03

Responsible Department: Code Compliance Department

Wheeled Vehicle Permit, per vehicle	\$50
Beach Vendor Permit, per location	\$150
Late Fee, per location	\$25

329508 Sexually Oriented Business License

Ordinance 09-06-LC provides that City Council will establish and collect fees for the issuance of annual licenses for purposes of ensuring compliance with certain regulations. All licenses shall expire on September 30th of each year unless otherwise suspended or revoked. Applications for renewal shall be made at least 20 days before the expiration of the license. The fines for operating a sexually oriented business without business and employee licenses may be \$250 to \$500 and/or jail for a period not to exceed sixty days for each violation day.

Code Reference: Ordinance 09-06-LC

Responsible Department: Code Compliance Department

Initial Application Fee, per business	\$250
Annual Renewal Fee, per business	\$100
Initial Application Fee, per employee	\$50
Each Additional License, per employee	\$20
Annual Renewal Fee, per employee	\$50
Annual Renewal of each additional license per employee	\$10

354001 Code Violation Fines

These are fines assessed by the Code Board for non-compliance of violations. In the case of a first violation, the code enforcement board may order the violator to pay a fine not to exceed two hundred fifty dollars (\$250.00) for each day the violation continues past the date set by the board's order for compliance.

In cases where the code enforcement board has found that a repeat violation has been committed, the board may order the violator to pay a fine not to exceed five hundred dollars (\$500.00) for each day the repeat violation continues beginning with the date the repeat violation is found to have occurred by the code inspector.

Code Reference: Chapter 14 of the Code Ordinances, Section 14-81.

Responsible Department: Code Compliance Department

Special Magistrate

The Code of Ordinances provides that City Council will establish and collect fees for the prosecution of cases heard before the Special Magistrate.

Administrative Fee: \$500.00

Code Reference: Code of Ordinance Section 14-81

Responsible Department: Code Compliance Department

Section 4 Miscellaneous: Parking Fees and Fines, Clerk's Office, Cemetery, Election Qualifying Fees, NSF returned check fee

Fees paid by credit card may now or in the future be charged up to 3% by the merchant services provider as per council motion of February 3, 2025.

34450X PARKING FACILITIES USER FEES

Residents may obtain up to two (2) parking passes in January of each year at City Hall or the Community Center by presenting their vehicle registration.

Harbor District: North of highway 98, the Marler, Community Center, and Zerbe parking lot fees are \$20 for up to 24 hours. Non-residents may purchase a parking pass for the Harbor District lots for \$205 per year.

Beach Zones: Parking in the beach zones south of Highway 98 is \$20.00 for four (5) hours.

No parking is allowed between 11pm and 3am in the parking lots nor in the Beach Zones.

Code Reference: Resolutions 19-05

Responsible Department: Code Compliance Department

354000X PARKING FINES

Payments collected from parking fines related to parking issues throughout the City limits.

Parking Lot Fines in following areas: Marler, Zerbe, Community Center, Beach paid parking zones \$100
Other parking infractions \$100

Responsible Department: Code Compliance Department

351500 TRAFFIC FINES

A police officer may issue a ticket for any moving violation as set forth in the provision of the Code of Ordinances.

Code Reference: Florida Statutes 34.191; 142.03; 316.660; 318.21

Responsible Department: Community Development

341900 ELECTION QUALIFYING FEES

Elections for candidates running for office in accordance with the City's charter, Section 5.03 Qualifications.

"Candidates for the offices of City Council member and Mayor shall qualify for such office by the filing of a written notice of candidacy with the designated city official, by the payment of any applicable qualifying fee at such time and in such manner as may be prescribed by ordinance." For the March 2004 election was \$25 per candidate.

Code Reference: City Charter Section 5.03

Responsible Department: City Clerk's Office

Section 4: Miscellaneous Fees, Parking, Clerk, Cemetery

343800 CEMETERY LOT SALES

The City Code provides for City ownership and operation of cemeteries.

Code Reference: Resolution 23-05

Responsible Department: City Clerk's Office

	RESIDENTS
BURIAL LOT, EACH	\$1,350
DISINTERMENT FEE	\$257
MAUSOLEUM NICHE	\$618
SEA MEMORIAL ENGRAVING	\$200 per visit
WEEKEND/HOLIDAY GRAVE MARKING	\$77

341300 PUBLIC RECORDS DUPLICATION

Note: The City of Destin will expect/exclude all governmental agencies from photocopying and/or duplicating charges. This policy applies to federal, state, county, or municipal governments, their agencies, and divisions. All other exceptions are at the discretion of the City Manager.

COPIES, CERTIFIED COPY	\$1 PER PAGE + PHOTOCOPY CHARGE
COPIES, COMPUTER DISC	\$6 PER DISC
FAXED (LOCAL)	\$0.10 PER PAGE
FAXED (LONG DISTANCE)	\$0.30 FLAT RATE + PHOTOCOPY CHARGE
PHOTOCOPIES, AERIAL (LARGE-36"x60")	\$10 PER PAGE
PHOTOCOPIES, AERIAL (SMALL- 24"x 36")	\$5 PER PAGE
SITE PLAN Copies (36" x 24")	\$2 PER PAGE
PHOTOCOPIES, DUPLEXED	\$0.20 PER PAGE
PHOTOCOPIES, ONE-SIDED	\$0.15 PER PAGE
SPECIAL SERVICE CHARGE	\$28 PER HOUR OR \$7 PER FIFTEEN MINUTE INCREMENT

**FAXED COPIES LIMITED TO 25 PAGES OR LESS AND 8.5"x14"

369000 NSF and returned check fee

The fee for returned checks paying for any City service, user fee, permit, license or payment of fines is \$30 or 10% of check amount, whichever is greater.

Code Reference: Resolution 19-11; Resolution 20-13; Resolution 21-11; Resolution; Resolution 23-05; Resolution 23-06; Resolution 23-21; Resolution 25-10

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 17, 2026
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

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

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager
Krystal Strickland, Finance Director
Robert Tomasek, City Engineer

DATE: 1/27/2026

SUBJECT: Work Authorization Halff Associates for Crosstown Phase 2 CEI

I. BACKGROUND: Halff began CEI services for Crosstown Phase 1 in July 7, 2025. Construction on Phase 2 will begin soon, and it is appropriate at this time to approve the Work Authorization for the Phase 2 CEI Services.

II. DISCUSSION: A Master Agreement with Halff Associates is attached. The fees and scope of work are included. The Work Authorization lump sum fee is \$680,107.00 for the Phase 2 CEI, which is a negotiated rate of 12.05% of the construction contract. The Work Authorization and scope of service is attached.

A. Link to Strategic Goals / Objectives: 1.6 Two-Lane Crosstown Connector Project

B. Effect on Budget (EOB): The lump sum fee is \$680,107.00 for the Phase 2 CEI, which is expected to be concurrent with the construction contract of 500 days from Notice to Proceed (NTP).

Staff propose using the BOCC grant pay 33% of this contract, and the remainder be split 50/50 between Construction Loan funds and Transportation (mobility) impact fees.

	FDOT TRIP Construction Grant 305.5410.565000 Grant 500055	BOCC Construction Grant 305.5410.565000 Grant 500028 (A)	Gas Tax#2 306.5410.565000 Proj 100018	Transportation Impact Fees 311.5410.565000 Proj 100018	2024 Construction Loan 324.5410.565000 Proj 100018 (B)	TOTAL
FY 26 Adopted Budget*	2,000,000	3,300,000	700,000	1,571,000	4,301,786	11,872,786
Previous Expenses/Encumbrances	(2,000,000)	(1,862,006)	-	(890,218)	(1,821,935)	(6,574,159)
Available Program Budget	-	1,437,994	700,000	680,782	2,479,851	5,298,627
This Agreement +/-		(224,435)		(227,836)	(227,836)	(680,107)
FY 26 Remaining Program Budget	\$ -	\$ 1,213,559	\$ 700,000	\$ 452,946	\$ 2,252,015	\$ 4,618,520

*FY 26 Adopted Budget includes prior year amounts rolled forward for open PO balances

A - BOCC grant can be up to 33% of Roadway Construction \$ 224,435 =680,107*33%

B - Loan proceeds must be expended by Nov 7, 2026 to avoid arbitrage payment (est \$150k) to IRS. Therefore 50/50 split for loan proceeds and Transportation impact fees.

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

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: Staff believe the Work Authorization for Phase 2 is reasonable and recommend council approval.

IV. RECOMMENDED MOTION: I move to approve Work Authorization 2 with Halff Associates for the Phase 2 CEI of the Crosstown Connector Project associated with RFQ 25-06-CD and direct the city manager to execute.

Attachments:

1. HALFF ASSOCIATES ENG AGREEMENT
2. Work Authorization - Halff Phase 2 CEI
3. 25-06 Destin Crosstown Connector Phase II CEI Scope and Fee 1-29-2026

CITY OF DESTIN, FLORIDA

**AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR
THE CROSSTOWN CONNECTOR PROJECT**

CITY OF DESTIN, FLORIDA

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

This AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES (the "Agreement") made and entered into this 21st day of July 2025, between the CITY OF DESTIN, FLORIDA (hereinafter referred to as "CITY" or "OWNER") and Half Associates, Inc. (hereinafter referred to as "CONSULTANT").

WHEREAS, the CITY desires to engage the CONSULTANT to provide for a contract for **CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE CROSSTOWN CONNECTOR PROJECT**; and

WHEREAS, the CITY has followed the selection and negotiation process set forth in the Florida Consultant's Competitive Negotiation Act, section 287.055, Florida Statutes (and intends to administer this Agreement as a "continuing contract" as allowed under said statute);

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants hereinafter recited, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, the CITY and CONSULTANT agree as set forth below.

TERMS AND CONDITIONS OF AGREEMENT BETWEEN CITY AND CONSULTANT

ARTICLE 1- CONSULTANT'S RESPONSIBILITIES

1.1 CONSULTANT'S SERVICES

- 1.1.1 The CONSULTANT'S services consist of those services performed by the CONSULTANT, CONSULTANT'S employees and CONSULTANT'S consultants as enumerated in Article 2 of this Agreement and any other continuing or additional services as may be agreed upon pursuant to this Agreement.
- 1.1.2 The CONSULTANT shall maintain all professional and business certificates required by law and as necessary to perform the services. The CONSULTANT shall assure the CITY sufficient representation through assignment and performance by a team of qualified, professional employees and consultants.
- 1.1.3 The CONSULTANT'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the services. Upon request of the CITY, the CONSULTANT shall submit schedules for the performance of the CONSULTANT'S services. The schedules may be adjusted as various tasks proceed, and shall include allowances for periods of time required for the CITY'S review and for approval of submissions by authorities having jurisdiction.

ARTICLE 2- CONSULTANT'S SERVICES

2.1 In accordance with REQUEST FOR QUALIFICATIONS NO. 25-06-ENG ("RFQ") which is hereby incorporated into this Agreement and attached hereto as Exhibit "A", CONSULTANT shall provide services including but not limited to: studies, surveys; design; preparation of plans, specifications and contract documents; conducting public information meetings, preparation of cost estimates; obtaining necessary federal, state and local governmental agency permits (fees to be provided by the City); construction inspections, construction management; contract administration; project completion certifications and as-built surveys as may be required; presentations to the City Council, appointed boards, and the general public; assistance in identifying and acquiring grants and loans from federal agencies or other applicable sources of funding or as directed by the City Manager or his designee (hereinafter referred to as "Consultant's services").

ARTICLE 3- CONSULTANT'S COMPENSATION

- 3.1 CONSULTANT shall be compensated in accordance with the Fee Schedule attached hereto as Exhibit "C".
- 3.2 CITY'S obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the CITY'S City Council of legally available funds for the purposes set forth in this Agreement. All payments upon Agreement are contingent upon the CONSULTANT'S Work being acceptable to the CITY. For satisfactory completion and acceptance of the Work, the CITY agrees to pay the CONSULTANT in accordance with the CITY'S Purchasing Policies.
- 3.3 Increases in the CONSULTANT's Fee Schedule, attached as Exhibit "C", may occur annually starting one year after contract execution. The increase must be requested in writing by the CONSULTANT. The annual rate of increase shall not exceed three percent (3%) and shall be based on actual salary increases to employees of the CONSULTANT. The CONSULTANT shall provide documentation of salary changes upon request by the CITY. Upon CITY review and approval, the CITY shall issue a letter of approval signed by the City Manager or his or her designee.

ARTICLE 4- CITY'S RESPONSIBILITIES

4.1 CITY SERVICES

- 4.1.1 The CITY shall designate a representative authorized to act on the CITY'S behalf as the CONSULTANT'S contact. The CITY or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT'S services. All information and document submittals shall be made directly to this individual.
- 4.1.2 The CITY shall provide copies of ordinances, maps, studies and any other such documents as are on file with the City and of use to the CONSULTANT in performing the CONSULTANT'S services.

- 4.1.3 The CITY shall give prompt written notice to the CONSULTANT if the CITY becomes aware of any fault or defect in the services performed or nonconformance of the CONSULTANT'S work products.

ARTICLE 5- OWNERSHIP AND USE OF DOCUMENTS

- 5.1 The documents prepared by the CONSULTANT pursuant to this Agreement are instruments of the CONSULTANT'S service for use solely with respect to this Agreement.
- 5.2 All reports, documents and materials prepared relating to services rendered hereunder shall be the property of the CITY provided payment of applicable fees for its production has been made to the CONSULTANT in accordance with the terms of this Agreement. The CITY shall retain and use the CONSULTANT'S documents for public record, information and reference and make use in connection with the CITY'S compliance with any federal, state, county or city laws, codes, requirements, permits or any other mandate whatsoever.

ARTICLE 6- TERMINATION, SUSPENSION OR ABANDONMENT

- 6.1 This agreement shall terminate upon successful completion of the Crosstown Connector Project from the date of this contract or as below.
- 6.2 This Agreement may be terminated by the CITY upon not less than ten (10) days written notice should the CONSULTANT fail substantially to perform in accordance with the terms of this Agreement through no fault of the CITY.
- 6.3 This Agreement may be terminated by either party for any reason upon not less than thirty (30) days written notice.
- 6.4 The CITY may suspend an open task order upon not less than ten (10) days written notice.

If the CITY fails to make payment, within the forty-five (45) days of invoice approval permitted under Florida Statutes, when due the CONSULTANT for services and expenses, the CONSULTANT may, upon seven days written notice to the CITY, suspend performance of services under this Agreement. Unless the CONSULTANT receives payment in full within fifteen (15) days of the date of the notice, the suspension shall take effect without further notice.

- 6.5 In the event of termination not the fault of the CONSULTANT, the CONSULTANT shall be compensated for services performed prior to termination, together with reimbursable expenses.

ARTICLE 7- NOTICES

- 7.1 All Notices under this Agreement shall be in writing and shall be effective when mailed by PREQUALIFIED mail, return receipt requested, or when delivered personally, as provided hereafter or to such other addresses as may be designated by notice:

CITY OF DESTIN

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

CONSULTANT

Douglas Pritchard, PA
Half Associates, Inc.
924 North Ferdon Blvd.
Crestview, FL 32536
(850) 978-1968

ARTICLE 8- INSURANCE REQUIREMENTS

- 8.1 During the performance of services under this Agreement, CONSULTANT shall maintain Commercial General Liability, Business Automobile Liability (including hired and non-owned coverage) and Professional Liability. Such coverage shall adequately protect the interest of the CITY in regard to all exposures including design defects and subsequent costs and lost revenue to loss associated with this Agreement. In no circumstance shall the limit of liability be written with limits less than \$2,000,000.00 per event/\$4,000,000.00 annual aggregate. CONSULTANT shall also maintain Workers' Compensation Insurance at a minimum of the statutory limits. The Workers' Compensation Policy shall contain a waiver of subrogation in favor of the CITY. CONSULTANT shall furnish CITY certificates of insurance which shall include a provision that such insurance shall not be cancelled or coverage reduced without at least 30 days written notice to the CITY. All coverage shall be with carriers admitted to do business in the State of Florida. Carriers shall be A+ rated by A M Best Company and have a financial size of X or higher. The Commercial General Liability and Business Automobile shall name City of Destin, Florida as an Additional Insured. City of Destin, Florida shall be listed as the Certificate Holder on all certificates. CITY reserves the right to modify its insurance requirements with sixty (60) days written notice to CONSULTANT.
- 8.2 CONSULTANT shall supply certificates of insurance specifically stating the RFQ number and title for all coverages required herein prior to execution of this Agreement, such evidence of which shall be attached hereto as Exhibit "E" and made a part hereof.
- 8.3 The required insurance policies shall contain the following provisions:
- 8.3.1 There are not to be any special limitations on the protection being provided to the CITY, its officials, employees or volunteers.
- 8.3.2 The CONSULTANT shall provide timely reporting of incidents to its insurance carrier as required under the provisions of its insurance policies. A copy of any filed reports shall also be sent immediately to the CITY. The CONSULTANT shall exercise due diligence to ensure all reporting provisions are met to protect coverage afforded to the CITY, its officers, officials, employees or volunteers.
- 8.4 Verification of coverages and continuations of coverage, provision of certificates and endorsements and authorized signatures shall be made in accordance with the following:
- 8.4.1 Insurance coverage required in these specifications shall be in force throughout this Agreement. Should the CONSULTANT fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time

during the Agreement, the CITY shall have the right to consider the Agreement breached and justifying termination thereof.

ARTICLE 9- SOVEREIGN IMMUNITY

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

ARTICLE 10- INDEMNIFICATION

- 10.1 CONSULTANT shall indemnify, defend, save, and hold the CITY, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities, including reasonable attorney's fees (including regulatory and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, its agents, officers, and employees in the performance of the Agreement.

ARTICLE 11- MISCELLANEOUS PROVISIONS

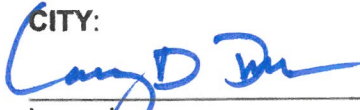
- 11.1 The CITY and CONSULTANT intend that this Agreement and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement between the parties shall be exclusively in the state courts of Okaloosa County, Florida and nowhere else.
- 11.2 All of the representation and obligations of the CITY and CONSULTANT are contained in this Agreement and no modification, waiver or amendment of this Agreement or any of its conditions or provisions shall be binding upon a party unless made in writing signed by that party or a duly authorized agent of that party who is empowered by a written authority signed by that party. The waiver by any party of a breach of any provision of this Agreement shall not operate to be construed as a waiver of any subsequent breach of that provision by the same party, or of any other provision or condition of the Agreement.
- 11.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of completion, or the date of issuance of the Final Certificate for Payment for acts or failures to act occurring after completion.
- 11.4 This Agreement represents the entire and integrated Agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both CITY and CONSULTANT.
- 11.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT.
- 11.6 CONSULTANT warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT to solicit or secure

this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

- 11.7 Where CONSULTANT is required to enter upon CITY property to deliver materials or perform work or services, as a result of this Agreement, CONSULTANT shall assume full duty, obligation and expense of obtaining all necessary licenses, permits, inspections and insurance, as required.
- 11.8 The headings of articles, paragraphs and subparagraphs are for convenient reference only and shall not be deemed to limit, construe affect, modify or alter the meaning of such articles, paragraphs or subparagraphs.
- 11.9 Time is of the essence under this Agreement.
- 11.10 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 provisions of this Agreement.
- 11.11 If any article, paragraph, subparagraph, 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 article, paragraph, subparagraph, 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 article, paragraph, subparagraph, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 11.12 In any dispute relating to this Agreement each party shall be responsible for its respective attorney's fees and costs.
- 11.13 This Agreement is binding on the parties, their successors and assigns.
- 11.14 Public records. CONSULTANT shall comply with Florida Public Records Laws, specifically to:
 - 11.14.1 Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
 - 11.14.2 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.
 - 11.14.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

11.14.4 Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the CONSULTANT 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.

THIS AGREEMENT ENTERED INTO AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

CITY:


Larry Jones
Its: City Manager
7/29/2025

Date



CONSULTANT:

By: Eric Rosenstein, PE
Its: Client Service Manager

Date eric I
rosenstein
Digitally signed by eric I
rosenstein
DN: cn=eric I rosenstein,
email=eroseinstein@halff.com
Reason: I am the author of this
document
Date: 2025.07.11 13:55:59 -0400'

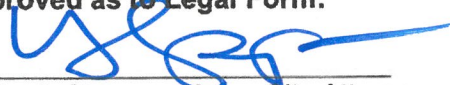
Attest to Signature:


Rey Bailey, City Clerk

Witness to Signature:



Print Name

SEAL

Approved as to Legal Form:


Kimberly Romano Kopp, City Attorney

Witness to Signature:

Print Name

- EXHIBITS**
- A. Request for Proposal No. 25-06-CD
 - B. Halff RFQ Proposal
 - C. Fee Schedule
 - D. Work Authorization – Phase 1 CEI
 - E. Certificates of Insurance



**Office of the
City Manager**

Phone: 850-837-4242

Fax: 850-837-3267

WORK AUTHORIZATION

DATE: 02/17/2026

TO: Halff Associates (via email)

FROM: Jeff Cozadd, Projects/Grants/Contracts Manager

SUBJECT: WORK AUTHORIZATION 2, Phase 2 CEI – Crosstown Connector

The City of Destin (City) has reviewed and approved your proposal to perform Work Authorization 2 consistent with the Agreement for 25-06-CD Crosstown CEI, attached scope of services and fee schedule.

Scope of Work:

TASK ORDER 2 – Phase 2 (see attachment)

Base Services Fee:

Not to Exceed

\$680,107.00

For the City:

Jeff Cozadd, Projects/Grants/Contracts Manager

Date

Larry Jones, City Manager

Date

**CONSTRUCTION ENGINEERING AND INSPECTION SCOPE OF SERVICES & FEE FOR
PHASE TWO CITY OF DESTIN CROSSTOWN CONNECTOR**

RFQ 25-06

PROJECT DESCRIPTION:

The Crosstown Connector (Project) will provide an alternative route for locals and help alleviate traffic on US 98. The work commences on Azalea Drive at Benning Drive and continues through the existing passive park, eventually terminating at Beach Drive/Legion Drive with the construction of a Roundabout. This project will improve safety, allow smoother traffic flow, and help reduce stopped vehicle queues along adjacent residential streets. Major features include sidewalks, bike lanes, SUN Trail shared use path, street lighting, stormwater ponds, drainage, the construction of an ADS underground storage chamber, new roadway and roadway widening, earthwork, curb and gutter, utility relocations, asphalt paving, signing, striping, landscaping and irrigation. Along with local funds and money from Okaloosa County, the City of Destin received a grant from the State that funds the 10-foot wide shared-use path, a part of FDOT's Shared-Use Non-Motorized Trail (SUN Trail) Program.

Phase Two includes all work described above, with the exception of, the ADS Storm Chambers underground stormwater retention system and connections being completed under Phase One. This scope along with fee proposal defines Halff's continued commitment to providing services as part of Phase Two.

SCOPE OF SERVICES:

Halff Associates, Inc., (Consultant), serves as the Owner's representative on the project and faithfully represents the Owner's interest in all matters, with special emphasis given to issues involving public safety, quality, timely completion of the work, and financial responsibility. Exercise independent professional judgment in performing obligations and responsibilities under this Agreement.

LENGTH OF SERVICE:

The services for each Construction Contract shall begin with written notification to proceed by the Owner. Phase II contract time is anticipated to be 500 days to Substantial Completion and 30 days to Final Acceptance. The Consultant is to track the execution of the Construction Contract such that Consultant is given timely authorization to begin work. For the duration of the project, the Consultant shall coordinate closely with the Owner and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

ITEMS FURNISHED BY THE CONSULTANT:

All applicable FDOT documents referenced herein shall be a condition of this Agreement.

Office Automation: Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement. Ownership and possession of computer equipment and related software provided by the Consultant shall remain with the Consultant at all times. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and operational at all times.

Vehicles: Equip vehicles with appropriate safety equipment and to effectively carry out the requirements of this Agreement. Vehicles shall have the Consultant's name visibly displayed on both sides of the vehicle.

Field Equipment: Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items. Hard hats and safety vests shall have the Consultant's name visibly displayed. Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work. Handling of nuclear density gauges shall be in compliance with license requirements. Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Maintain field office equipment at all times.

Licensing for Equipment Operations: Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification upon request. Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

LIAISON RESPONSIBILITY OF THE CONSULTANT:

For the duration of the Agreement, keep the Owner informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement. Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.), ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process. Inform the designated Owner project personnel of any design defects reported by the Contractor or observed by the Consultant. Submit all administrative items relating to Invoice Approval, Time Extensions, and Supplemental Amendments to the Owner for review and approval.

REQUIREMENTS OF THE CONSULTANT:

Administer, monitor, and inspect the Construction Contract such that the project is constructed in conformance with the plans, specifications, and special provisions for the Construction Contract. Observe the Contractor's work to determine the progress and quality

of work. Identify discrepancies, report significant discrepancies to the Owner, and direct the Contractor to correct such observed discrepancies.

Independent Engineering Judgment: Exercise independent engineering judgment in pursuit of the project. Personnel are expected to gather information from project inspection personnel and make informed, technically sound decisions to promote timely, successful completion of the project without sacrificing quality. For technical issues which require coordination with the Owner, the Consultant shall be expected to present options for consideration along with a preferred option.

Public Safety: Hold public safety paramount throughout the project. If the Consultant determines that any activity of the Contractor poses an imminent hazard to the public, the Consultant shall direct the Contractor to immediately cease the activity and close the affected lanes of traffic until the deficiency is addressed.

Timely Resolution: Prioritize the Owner's goal of the timely and successful completion of the project. Work to actively develop solutions to issues encountered on the project in an expedient manner and work to ensure that issues do not persist for long periods without resolution.

On-site Inspection: Monitor the Contractor's on-site construction activities and inspect materials in accordance with the Contract Documents for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work. Monitor and inspect Contractor's Temporary Traffic Control Plan and review modifications to the Temporary Traffic Control Plan, including Alternate Traffic Control Plan.

Sampling and Testing: Perform sampling of testable material on site and deliver to a certified lab for testing per FDOT Specifications and procedures. Receive and review lab tests for acceptability and maintain log of samples. Apply lab test results to corresponding field testing to verify acceptability and passing results. Resample as necessary. Keep Owner and Contractor advised of sampling and testing processes and results. Perform verification of Contractor QC testing per FDOT Specifications.

ENGINEERING SERVICES:

Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the Owner for failure of such parties to follow written direction issued by the Consultant. Services shall include maintaining the required level of surveillance of Contractor activities and interpreting the Contract Documents for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:

(1) Attend a pre-service meeting for the Agreement. Provide appropriate staff to attend and participate in the pre-service meeting.

(2) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one (1) inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors."

(3) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the Contract Documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.

(4) Analyze problems that arise on a project and proposals submitted by the Contractor, work to resolve such issues, and process the necessary documentation.

(5) Document utility construction and relocation progress to be performed by Utility Agencies. Facilitate coordination and communication between Utility Agency's representatives, Owner's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues.

(6) Produce reports, verify quantity calculations, and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the Owner to make timely payment to the Contractor.

(7) Provide a digital video recording of the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy. This service includes an elevated construction camera system provided by MultiVista.

Staffing:

Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of all final documentation. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the Owner issues Final Acceptance. Construction engineering and inspection forces will be required of the Consultant while the Contractor is working.

AGREEMENT MANAGEMENT:

With each monthly invoice submittal, the Consultant will provide a status report for the Agreement. This report will provide an accounting of calendar days allowed to date, an estimate of any additional calendar days anticipated to be added to the original schedule, an estimate of the Agreement completion date, and tracking Consultant funds expiration. For lump sum contracts, a payout curve may be provided.

OTHER SERVICES:

Upon written authorization by the Owner or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement but may be required by the Owner to supplement the Consultant services under this Agreement.

- Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.
- Provide inspection services in addition to those provided for in this Agreement.
- Provide services determined necessary for the successful completion and closure of the Construction Contract.

POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

FEE AND MANPOWER:

In consideration of a \$680,107.00 lump sum fee for the 530-day Phase Two work, Half CEI shall, in addition to above defined scope, provide on-site inspection presence during all Contractor work activities. This fee shall remain fixed to a maximum of 10% increase in construction duration, after which continued services will be negotiated. The attached manpower fee worksheet is provided for information on basis of fee and subconsultant assignments.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 17, 2026
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

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

FROM: Robert Tomasek, City Engineer
David Prichard, Community Development Director

DATE: 02/10/2026

SUBJECT: Annexation Metes & Bounds Authorization

I. BACKGROUND: At the February 2, 2026 Council Meeting, council asked staff to proceed with an annexation metes and bounds survey that is required by Florida Statutes. Attached is the Work Authorization for SAM Companies, our City surveying contractor, to complete the survey.

II. DISCUSSION: The cost for the required annexation metes and bounds survey as required by Florida Statutes is \$110,000.

A. Link to Strategic Goals / Objectives: Council Objectives # 1.8. Annexation of unincorporated enclaves.

B. Effect on Budget (EOB): The metes and boundaries survey was budgeted for FY 2025, but the funds were not used and rolled into the FY 2026 beginning fund balance for the General Fund. The FY 2026 budget included \$350,000 to hire a company to do billing, collections, and web-scraping for Short-Term Rentals, however, city staff chose to do this work in-house.

Staff propose transferring \$110,000 from (general fund) Code Compliance to City Council to pay for the survey.

	Gen Fund Council.ProfessionalSvc 001.5110.531000
FY 26 Adopted Budget*	25,000
Previous Expenses/Encumbrances	(1,090)
Transfer in from Code Billing Svcs	110,000
Available Program Budget	133,910
This Agreement +(-)	(110,000)
FY 26 Remaining Program Budget	\$ 23,910

02/17/2026 SAM quote \$ 110,000.00

transfer in from 001.5241.531007 Code STR Billing Professional Svcs

- C. **Level of Service (LOS):**
- D. **Legislative Sponsor:**
- E. **Business Impact Statement:**

III. CONCLUSION: Staff has received a cost for the annexation meets and bounds survey and is presented here. If approved, staff will direct SAM Companies to proceed with the work. Work is estimated to be complete in May 2026 in accordance with the annexation timeline.

IV. RECOMMENDED MOTION: Council moves to approve a budget amendment to transfer funds from Code Compliance Billing Services to Council Professional Services in the amount of \$110,000.

Council moves to approve the Work Authorization of SAM Companies to complete the annexation meets and bounds survey as required by Florida Statutes.

Attachments:

1. Annexation WA SAM Companies
2. 2026 0217 Annexation Budget Amend



Delivery Method:

Email DPrichard@cityofdestin.com

September 15, 2025

David Prichard
Community Development Director
City of Destin
Destin City Hall Annex
4100 Indian Bayou Trail
Destin, FL 32541

**RE: City of Destin Annexation Legal Description
SAM Project No.: 1018044488**

Mr. Prichard,

SAM Surveying And Mapping, LLC (SAM) is pleased to provide you with this proposal for professional Surveying services in connection with the above-referenced project. Based upon the request for proposal and information provided to SAM and upon our previous experience providing similar surveying services, we have prepared the attached proposed Scope of Services and Fee Estimate.

After you have reviewed the attached proposed Scope of Services and Fee, please do not hesitate to call if you have any questions or comments. Again, thank you for the opportunity to provide this proposal. We look forward to working with you on this project.

Sincerely,

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

Eric Stuart, LS, CFedS
Vice President Florida Operations

Cc: Zach Davies, PSM, Senior Project Manager / SAM

SAM COMPANIES

932 N Ferdon Blvd / Crestview, FL 32536
850-678-9932 Office / 844-274-4069 Fax

sam.biz



Project Overview

Surveying And Mapping, LLC (SAM) proposes to provide a legal description and map of lands for potential annexation adjacent to the current City of Destin city limits.

Scope of Services

The following services will be performed for the project and are detailed in the remainder of this proposal.

- SAM will prepare a legal description and map of lands not currently within the City of Destin city limits, lands more or less lying north of U.S. Highway 98, south of Choctawhatchee Bay, east of the Indian Bayou developments, and west of the Walton County line. *See Exhibit A.
- Perform cursory online research of current deeds of those metes and bounds parcels and platted subdivisions along the proposed annexation line.
- Based on limited boundary monumentation collected, depict calculated rights of way, parcels, and subdivisions along the proposed annexation line.

Survey Assumptions

The following assumptions were made during the preparation of this Scope of Services. If these assumptions do not prove correct, an additional services change order may be warranted:

- Surveying services will be performed under the direct supervision of a Florida Professional Surveyor and Mapper (PSM).
- The legal description and map produced are not intended to be or be the same as a Boundary Survey.
- Unless otherwise directed, the basis for what is not included in current City of Destin city limits, is as shown on the *City of Destin Address and Subdivision Map*, dated November 18, 2020. Said map is attached to this proposal.
- Interior parcel lines and rights of way will be approximate, for visual purposes of the map only.
- ~~Other than C.R. 200 (Dunwoody Way), no interior roads or parcels will be accepted from the annexation legal description area.~~
- Client will coordinate right-of-entry for any areas requiring access, such as Kelly Plantation, prior to deployment of SAM field crew(s). SAM will adhere to special conditions agreed on by the Client and property owners listed in the right-of-entry documents, if provided.
- Waterbody boundaries will be based on recorded plats/deeds and/or available aerial imagery. SAM services do not include any type of mean high water line or ordinary high water line survey.
- Parcel and subdivision research is limited to the most recent deed available on the Okaloosa County Clerk of Court website. Any form of title search beyond this, including in-person research, is not included in this scope of services.
- SAM is not responsible for resolving title and/or boundary conflicts found during the course of the survey. Any title, boundary, or ownership conflicts/disputes, if any, which may require additional research, plats, exhibits and field surveys will be considered additional work and billed accordingly.

Project Deliverables - Survey

- Signed/sealed copies and .pdf files of the Legal Description and Map.



Fees

SAM will provide the following services on a lump sum basis. Anything outside this scope of work will be considered additional services.

Legal Description and Map..... \$110,000.00

EXHIBIT A

Project Site – Annexation Limits Hatched and in White



CITY OF DESTIN Budget Amendment Form

Fiscal Year: 2026

Posted Date: _____

Fund	Department	Project/Grant	GL Account String	Remaining Budget	Requested Increase/ (Decrease)	Revised Budget
001 General Fund	5241 Code Compliance		001.5241.531007 Billing & Collection Svcs	\$ 350,000.00	\$ (110,000.00)	\$ 240,000.00
001 General Fund	5110 Council		001.5110.531000 Professional Svcs	\$ 23,910.00	\$ 110,000.00	\$ 133,910.00

Purpose: Transfer funds budgeted for STR billing and collection services to Council professional services to pay for the Metes & Boundaries survey required to place annexation on the November ballot.

Created by/Date: _____

Entered by/Date: _____

Approved by/Date: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 17, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

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

FROM: David Prichard, Community Development Director
Andy Peters, Director of Information Technology

DATE: 02/17/2026

SUBJECT: Artificial Intelligence in Planning Review Process (an Update)

I. BACKGROUND:

The City continues to evaluate ways to improve the efficiency, consistency, and quality of its planning and permit review processes while maintaining appropriate human oversight and accountability. Recent advances in Artificial Intelligence (AI), particularly in document and plan analysis, have created new opportunities to assist professional planners with increasingly complex and voluminous plan sets.

Several nearby jurisdictions, including the City of Jacksonville and Walton County, have begun adopting AI-assisted tools for plan and permit review. City staff has been monitoring these developments and has initiated discussions with SwiftGov.ai, a vendor specializing in AI-assisted plan analysis for local governments.

Staff has conducted a product demonstration and has reached out to peer jurisdictions, including Walton County, to gather feedback on real-world usage and outcomes.

II. DISCUSSION:

SwiftGov.ai provides an AI-assisted review platform designed to analyze permit application materials and construction plan sets, which often consist of dozens of files and hundreds of pages. During the demonstration, the system was shown to identify items such as required plan components, dimensions, setbacks, and the presence or absence of specific plan sheets (e.g., electrical schematics).

At this stage, the system has **not yet been customized or trained on Destin-specific zoning or municipal code requirements**, which resulted in cautious, context-based findings during the demonstration (e.g., identifying a dimension shown on a plan while noting that City-specific requirements were not yet applied). This behavior is expected and appropriate prior to local configuration.

Importantly, staff intends for any AI-assisted review to be governed by a **strict Human-In-The-Loop policy**. Under this approach:

- The AI functions solely as an **internal analytical tool** for planners.
- All determinations, interpretations, and communications to applicants remain the responsibility of City staff.
- AI-generated observations do not independently produce final review comments or approvals.

This model mirrors best practices used in other high-risk domains, where automated systems are permitted to assist but not replace human judgment.

While AI systems are known to have limitations — including occasional errors or incomplete interpretations — they also offer significant strengths. Notably, they apply review criteria in a **highly consistent and unbiased manner**, do not overlook checklist items due to workload or fatigue, and can significantly reduce the time required for initial plan analysis. When combined with professional review and verification by City planners, staff believes this approach has the potential to result in a net improvement in review quality, consistency, and turnaround time.

Staff also notes that SwiftGov.ai holds patents related to certain aspects of its plan analysis and processing functionality. Based on this information, procurement through a **sole source process** may be appropriate, subject to confirmation by Finance and the City Attorney.

A. Link to Strategic Goals / Objectives:

- I. Financially sound city providing service excellence
- III. Economic development and revitalization
- IV. Effective, efficient and aesthetically pleasing infrastructure
- VII. Offer livable wages and benefits to attract and maintain a high caliber, qualified staff

B. Effect on Budget (EOB):

Pricing and scope details have now been received from the vendor and include multiple service options with varying levels of functionality and investment. Staff is currently evaluating these options in detail, including alignment with operational needs, long-term sustainability, and return on investment. Funding for this initiative would come from the Permit & License Technology Fund, which is funded by 10% of permit fees and was specifically established to support technology improvements that enhance permitting services and citizen experience. However, due to the size of the contract, any long-term commitment to this approach will require careful review of the department's funding structure and future staffing needs. No impact to the General Fund is

anticipated at this time.

C. Level of Service (LOS):

D. Legislative Sponsor: Councilor Jim Bagby

E. Business Impact Statement:

III. CONCLUSION:

AI-assisted plan review represents a potential opportunity to modernize and strengthen the City's planning review process while preserving professional judgment, accountability, and transparency. Staff has approached this evaluation cautiously, focusing on governance, human oversight, and real-world peer experiences rather than automation for its own sake.

At this stage, staff is seeking authorization to continue due diligence by reviewing pricing, scope of work, and contractual terms, and to return to Council with a more detailed proposal if warranted.

IV. RECOMMENDED MOTION: I move to direct the City Manager to continue evaluation and negotiation of scope, pricing, and contract terms with SwiftGov.ai, and further direct that the City Attorney review any proposed agreement prior to Council consideration.

Attachments:

1. SwiftGov_Destin_Scope_of_Services



SCOPE OF SERVICES & INVESTMENT SUMMARY

AI-Powered Plan Review, Staff Knowledge Systems & LDC Support

Prepared For:	City of Destin, Florida — Community Development
Prepared By:	Quantum Partners LLC d/b/a SwiftGov
Date:	February 2026

1. Approach

SwiftGov is an AI compliance and planning platform built for local government Development Services. We are deployed with multiple Florida jurisdictions, including a \$970K three-year engagement with Walton County covering plan review, LDC modernization, and staff knowledge systems.

Each option below includes an upfront Configuration fee for system setup and code digitization, then a flat monthly rate for ongoing operations, licensing, and support. Year 2+ costs drop because the one-time setup is complete.

2. Service Options

Option A: AI Plan Review Engine

Core AI compliance screening for commercial and residential plan review. Checks plans against zoning districts, setbacks, parking, landscaping, and LDC standards. Generates draft comment letters and deficiency matrices for staff to finalize.

Includes: LDC rule-set digitization (all zoning districts) • Automated compliance screening • Draft comment letters with code citations • Deficiency matrices • Cloud-hosted environment with reviewer seats • Monthly Code Friction Reports

Component	Investment
Configuration & Deployment (one-time)	\$35,000
Monthly Service Fee	\$9,500 / month
Year 1 Total	\$149,000
Year 2+ Annual	\$114,000 / year

Option B: Plan Review + Staff Knowledge Platform

★ *Recommended*

Adds an internal AI knowledge base and workflow tools to the core plan review engine. Gives front-counter staff, phone operators, and reviewers instant access to code answers, standard operating procedures, and intelligent case routing—reducing response times and improving consistency across the department.

Everything in Option A, plus: Searchable AI knowledge base trained on Destin's LDC, zoning districts, and application procedures • SOP Library with staff decision-tree guidance for common scenarios • Intelligent case routing to subject-matter experts • Internal usage analytics (common questions, knowledge gaps, staff adoption)

Component	Investment
Configuration & Deployment (one-time)	\$50,000
Monthly Service Fee	\$13,500 / month
Year 1 Total	\$212,000
Year 2+ Annual	\$162,000 / year

Option C: Full AI Planning Platform

Comprehensive engagement mirroring our Walton County deployment. Adds LDC modernization, consistency audits, and code amendment drafting assistance.

Everything in Option B, plus: AI-assisted LDC conflict and ambiguity analysis • Vertical consistency checks against Comprehensive Plan • Draft code amendment language with plain-language summaries • Community engagement sentiment analysis • Quarterly LDC Modernization Reports

Component	Investment
Configuration & Deployment (one-time)	\$65,000
Monthly Service Fee	\$17,500 / month
Year 1 Total	\$275,000
Year 2+ Annual	\$210,000 / year

3. Side-by-Side Comparison

Capability	A	B ★	C
AI Plan Review (Commercial + Residential)	✓	✓	✓
LDC Rule-Set Digitization	✓	✓	✓
Draft Comment Letters & Deficiency Matrices	✓	✓	✓
Cloud Environment + Reviewer Seats	✓	✓	✓
Code Friction Reports	✓	✓	✓
AI Knowledge Base (Internal Staff Use)	—	✓	✓
SOP Library & Staff Decision Trees	—	✓	✓
Intelligent Case Routing	—	✓	✓
Internal Usage Analytics	—	✓	✓
LDC Consistency Audits	—	—	✓
AI Code Amendment Drafting	—	—	✓
Community Engagement Analysis	—	—	✓
Configuration (one-time)	\$35K	\$50K	\$65K
Monthly Rate	\$9.5K/mo	\$13.5K/mo	\$17.5K/mo
Year 1 Total	\$149K	\$212K	\$275K
Year 2+ Annual	\$114K	\$162K	\$210K

4. Safeguards & Governance

Human-in-the-Loop: All AI-generated review outputs are advisory and subject to staff review before release. No system issues autonomous approvals, denials, or binding interpretations.

City Authority: Sole authority over policy adoption, development approvals, and enforcement. Legal interpretation stays with the City Attorney.

Internal Use: AI knowledge tools are available to City staff only. No AI system communicates directly with the public without explicit City authorization.

Public Records: Full compliance with Florida public records laws. Auditable trails on all AI-assisted outputs.

Data Security: Dedicated cloud environment. No City data trains external models.

5. Performance Targets

Goals, not guarantees. Baselines established in first 90 days.

Metric	Target
Reduction in average plan review cycle time	> 50%
Staff time per routine inquiry (Options B & C)	50–65% reduction

Active staff usage by end of Year 1

> 60%

6. General Terms

Term: One (1) year initial, two (2) optional renewal years.

Deployment: Operational in 30–45 days. Full capability in 60–90 days.

IP: City owns all deliverables. SwiftGov retains proprietary software rights with non-exclusive license to City.

Integration: Coordinated with existing City workflows and COMPASS portal.

7. About SwiftGov

AI planning platform built by Quantum Partners LLC. Led by a Florida-licensed attorney with expertise in land use and government technology. In production with Florida local governments.

Jurisdiction	Engagement
Walton County	\$970K / 3-yr — LDC rewrite, plan review, staff knowledge systems, SOPs
Hernando County	\$1.65M — 93% reduction in zoning review time • APA/NACP Award of Excellence
Additional FL	Jacksonville, Titusville, Pasco County

Questions or to schedule a presentation:

John Mirkin | Managing Partner | SwiftGov

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 17, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.F.

TO: City Council

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

FROM: Krystal Strickland, Finance Director
Jeffrey Cozadd, Projects, Grants and Contracts Manager
Michael Burgess, Public Works Director
Lisa Firth, Parks & Rec Director

DATE: February 11, 2026

SUBJECT: Capital Project Status - **Informational Only**

I. BACKGROUND: This item is informational only.

II. DISCUSSION: Please find attached a summary of the current capital improvement projects, showing status and Year-to-Date expenditures and encumbrances.

A. Link to Strategic Goals / Objectives: 1. Financially sound city providing service excellence

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION: Not applicable. Informational only.

Attachments:

1. 2026 0210 Capital Project Status

CAPITAL PROJECT STATUS REPORT

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highlighted projects have grants

Council Objective	Project ID	Project Name	Revised Budget \$	Actual \$	Encumbrances \$	Remaining Balance \$	Status	Notes
1.6	100018	EN615-Cross-Town Connector	6,618,214.08	646,826.81	310,113.95	5,661,273.32	in progress	Phase 1 (strmwtr) to be completed end of January Phase 2 (road) contract entered negotiations Jan 2026.
1.6	500028	BOCC-CrossTown Construction	3,300,000.00	709,453.87	156,164.69	2,434,381.44	in progress	See 100018 above.
1.6	500055	State-FDOT TRIP-CrossTown Construction	2,000,000.00	-	-	2,000,000.00	in progress	See 100018 above.
4.14	500048	State-FDOT-Destin Linear Multi-Use Trail Beach to Benning Approp	6,335.72	6,335.72	-	-		See 100018 above and 100069 below
5.6	100023	HURRC-Hurricane Response	100,000.00	-	-	100,000.00		For hurricane season (May to Oct).
5.3	100028	LB002-Library Remodel w/impact fees	275,357.50	14,905.00	10,452.50	250,000.00	not started	Working with DAG to design growth necessitated remodel at a reasonable budget (under \$300k).
4.7	100038	RC127-Pickleball Courts	375,000.00	188,534.54	110,778.71	75,686.75	in progress	Estimated completion April 2026.
4.7	500015	State-FDEP-Pickleball Court Construction	50,000.00	28,961.55	21,038.45	-	in progress	See 100038 above.
4.7	500047	TDC 12.5% -Pickleball	300,000.00	147,711.86	152,288.14	-	in progress	See 100038 above.
5.1	100040	RC132-Morgan - Batting Cage	218,481.53	126,609.34	-	91,872.19	completed	Consider applying balance to replace tractor and add safety fencing at Buck Destin park.
4.10a	100041	RC216-Clement Taylor Park Renovations	947,154.17	323,113.82	641,435.84	(17,395.49)	in progress	Estimated completion December 2026.
4.10a	500009	Fed-RESTORE-Clement Taylor Park Renovations	729,918.00	277,348.58	395,488.67	57,080.75	in progress	See 100041 above.
4.11	100058	SW56-Mattie Kelly Naturewalk Outfall	200,000.00	7,885.00	8,550.00	183,565.00	in progress	Estimated completion March 2026.
4.11	500056	State-FDEP-Mattie Kelly Outfall	1,000,000.00	240,043.62	337,275.03	422,681.35		See 100058 above.
5.7	100063	TRSAF-Intersection Safety	100,000.00	3,500.00	28,571.10	67,928.90	in progress	Programmed by public works & safety committee.
1.3	100064	UNDER-Undergrounding	6,054,382.34	1,138,994.30	4,765,388.04	150,000.00	in progress	On schedule. Conduit installation 90% complete. Next is switching (april-sept) and wreck-out (oct-dec).
5.2	100072	DREDG-Dredge Harbor	516,625.00	36,409.48	323,601.19	156,614.33	in progress	NTP issued. Pre-construction meeting held 1/12/26. Estimated completion March 2026.

5.2	500013	State-FDEP-Dredging Op Grant	100,000.00	-	99,855.73	144.27		See 100072 above.
5.2	500027	BOCC-Dredging Op Grant	400,000.00	-	378,241.40	21,758.60		See 100072 above.
5.8	100073	SW60-4 Prong Lake Stormwater	600,000.00	-	-	600,000.00	in progress	HOA completed 30% design and secured one permit. City contacting continuing services contractors to work towards 100% design.
5.8	500014	State-FDEP-4Prong Lake Outfall	1,000,000.00	-	-	1,000,000.00	in progress	See 100073 above.
5.8	500057	BOCC-4Prong Lake Outfall	1,000,000.00	-	-	1,000,000.00	in progress	See 100073 above.
6.02	100075	Dalton Threadgill infield artificial turf	264,250.00	67,265.39	74,818.75	122,165.86	in progress	Prep work 90% complete. ForeverLawn arrives mid Jan to install drainage and turf.
6.02	500052	Private Donor-Dalton Threadgill infield artificial turf	122,237.50	47,418.45	-	74,819.05	in progress	See 100075 above.
6.02	100076	Dalton Threadgill Athletic Field LED Lighting	53,650.00	-	-	53,650.00	not started	
6.02	500053	Private Donor-Dalton Threadgill LED Field Lighting	93,166.00	-	-	93,166.00	not started	
5.9c	100077	Annex Office Space	76,000.00	-	8,046.04	67,953.96	in progress	Doors/windows ordered to arrive March 2026
	100078	John Deere Gator Public Works Irrigation, Signs, Sidewalks	25,000.00	22,644.98	-	2,355.02	completed	New gator arrived Dec 2025. New technician started work Dec 2025.
4.19	500025	BOCC-Crystal Beach Park CIP	1,488,965.00	-	1,488,965.00	-	in progress	
4.19	500029	TDC 12.5%-Crystal Beach Park CIP	440,808.00	-	440,808.00	-	in progress	
4.19	500026	BOCC-Tarpon Beach Park CIP	1,197,000.00	-	1,197,000.00	-	in progress	Under construction. Estimated completion Summer 2026.
4.19	500030	TDC 12.5%-Tarpon Beach Park CIP	1,197,000.00	-	1,197,000.00	-	in progress	See 500026 above.
xxx	500050	Youth Literacy Grant 2025-2026	4,000.00	2,579.95	-	1,420.05	in progress	
1.5	100012	CRH60-Pedestrian Pathway Under Marler Bridge	91,665.30	7,326.34	50,785.10	33,553.86		
4.14	100069	CRT17-Destin Multi-Use Trail	-	-	-	-		90% design complete. Attaining easements.
4.14	500023	State-FDOT-Destin Linear Multi-Use Trail Main to Airport Approp	6,335.72	-	-	6,335.72		See 100069 above.
3.2	100043	RR051-General Government Renew/Replace	16,000.00	-	-	16,000.00	not started	Funding to replace an HVAC uni.
3.2	100046	RR054-Roads, Sidewalks, Street Lighting Renew/Replace	5,875,793.08	850,874.70	1,580,399.25	3,444,519.13	in progress	\$2.4m of roadways in process, to be completed by March 2026. Remaining \$3.4m of roadways to be brought to Council for approval.

3.2	100047	RR571-Library Renewal/Replacement	140,316.00	-	-	140,316.00	not started	Funding to replace sod, paint, monument sign.
3.2	100029	LBOOK-Library Annual additions to collections	65,925.00	15,856.77	-	50,068.23	in progress	
3.2	100049	RR573-Recreation Renewal/Replacement	903,150.00	56,270.40	-	846,879.60	in progress	Funding to replace MSC sod.
3.2	100048	RR572-Parks Renewal/Replacement	32,565.00	-	32,565.00	-	in progress	
3.2	100052	RRV57-Parks & Recreation Replacement Vehicles	91,798.60	41,271.02	50,527.58	-	in progress	
	500044	TDC 12.5%-FY25+ Beachfront Park Operations	662,780.00	132,493.13	2,656.45	527,630.42	in progress	
	500011	State-FDEP-Leonard Destin Park Operations	169,003.67	28,475.68	1,132.27	139,395.72	in progress	
GRAND TOTAL			38,908,877.21	5,169,110.30	13,863,946.88	19,875,820.03		

FY 2026 Budget

Council Objectives

1.1	Work with Stakeholders to pursue a Destin City Center	\$ -
1.2	Public waterfront acquisition initiative	-
1.3	Underground utilities	6,054,382
1.4	Stahlman/US 98 pedestrian and vehicle Improvements in cooperation with FDOT	-
1.5	Pedestrian access concepts under the Marler Bridge	91,665
1.6	Two-lane Crosstown Connector	11,918,214
1.7	Improve parking, explore options (parking garage, surface parking)	-
1.8	Annexation of unincorporated enclaves (Op Budget)	-
1.9	Morgan Sports Center and Dalton Threadgill Park Master Plan for renovations (Op Budget)	-
1.10	Support for regional Transit and Ferry systems	-
1.11	City Marina (Feasibility Study + Construction)	-
1.12	Support Beach Re-nourishment, planning, scheduling in partnership with the County/State	-
1.13	Support regional workforce housing initiatives	-

Management Objectives

2.1-2.11	These are management-related, not capital project related	-
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Management in Progress (capital projects only listed below)

3.2	Plan for renewal and replacement of city facilities and infrastructure	7,125,548
3.6	Develop/Implement Wayfinding Program; Improve the City's gateways	-
3.8	Improve sidewalks (install missing sections, improve user safety, wider, more walkable)	-

Major Projects (CIP in progress only)

4.7	Pickleball Courts: Complete design and construct	725,000
4.8	FDOT Median Improvement project	-
4.9	Norriego Point Park improvements Phase III	-
4.10	Renovate Clement Taylor Park	1,677,072
4.11	Redevelop Joe's Bayou Recreation Area	1,200,000
4.12	Continuity of streelights/Conversion to LEDs	-
4.13	Implement prioritized stormwater improvements based on the Stormwater Mast Plan	-

4.14	Linear Trail/Sun Trail: Secure additional funding, complete design, secure required easements, construct Phase 1 trail Mattie Kelly Blvd to 98 Plams	12,671
4.18	Complete Beach to Benning portion of the Crosstown Connector (see funded 1.6)	-
4.19	Complete improvements to the Shore at Crystal Beach Park & Tarpon Park	4,323,773
	TOTAL for items on the Strategic Plan	<u>\$ 36,531,745</u>

Total Capital Budget \$ 38,728,598
% FOR STRATEGIC PLAN 94%

NOT ON COUNCIL OBJECTIVE LIST:**FY 2026 Budget**

5.1	Upgrades to Morgan Sport Center (Bathrooms; Storage; Shade; Batting Cage; Artificial infields)	218,482
5.2	Dredge Harbor Channel	1,016,625
5.3	Upgrade/Remodel and expand Library	275,358
5.4	Code Enforcement New Equipment	-
5.5	Building Inspector New Equipment	-
5.6	Hurricane Response (first 30 days; Debris Removal)	100,000
5.7	Public Works Safety Committee - Intersection and Crossing Safety	100,000
5.8	4-Prong Lake Stormwater	2,600,000
5.9b	Median Maintenance Equipment (start-up year)	-
5.9c	City Hall Annex Renovations (office space for needed	76,000
5.9d	Lightening protection for City Hall Annex	-
6.0	Navigational Channel Improvements & Maintenance (formerly 107 Study)	-
6.01	Upgrade/Remodel and expand Community Center	-
6.02	Upgrades to Dalton Threadgill (turf, drainage, property line issues, parking)	533,304
6.03	Improve roadway interconnectivity	-
6.04	Design of park elements at Crosstown Road	-
6.05	Boardwalk improvements & extension	-
6.06	One way studies (stahlman/98; crystal beach)	-
6.07	Traffic Calming measures	-
xxx	Other small projects	4,000
	TOTAL for additional projects not on Plan	<u>\$ 2,196,853</u>
	<i>TOTAL for all projects</i>	<u><u>\$ 38,728,598</u></u>

At bottom of the Okaloosa Clerk's page see link:
Click here to get the monthly [Tourist Tax Collection Report](#).

OR:

<https://app.powerbigov.us/view?r=eyJrIjoiNGQxNjBiMjktOTk3OC00ODgxLTg3MzYtZmI1YjhjZThlN2E1IiwidCI6IjQwYWI4ZmUzLTMyOTctNDc4Zi04MmVhLTJkYmRhMWIwZmJkOSJ9>

II. DISCUSSION: This report created by Okaloosa County is informational only.

Fiscal year to date collections (October-December 2024 vs October-December 2025) are cumulatively 0.28% higher.

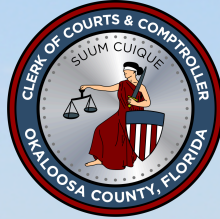
- A. Link to Strategic Goals / Objectives:**
- B. Effect on Budget (EOB):**
- C. Level of Service (LOS):**
- D. Legislative Sponsor:**
- E. Business Impact Statement:**

III. CONCLUSION:

IV. RECOMMENDED MOTION: Informational only.

Attachments:

1. Dec 2026 TDC



Okaloosa County Tourist Development Tax *by Collection Period*

Current District Collections

Month	FY 2024	FY 2025	FY 2026
October	\$3,104,434.54	\$2,882,494.23	\$2,772,196.11
November	\$2,817,644.95	\$2,744,408.73	\$2,806,397.27
December	\$1,123,537.23	\$1,056,631.8	\$1,077,934.54
January	\$848,975.18	\$834,198.98	
February	\$865,902.01	\$803,267.99	
March	\$1,239,716.77	\$1,075,118.53	
April	\$3,334,225.23	\$3,127,492.55	
May	\$3,040,430.64	\$3,335,970.07	
June	\$4,402,002.89	\$4,546,078.79	
July	\$7,753,471.53	\$7,206,474.75	
August	\$7,886,473.71	\$8,263,961.85	
September	\$4,137,162.14	\$4,201,446.63	

Total Collections

(*6% in both districts as of April 2025)

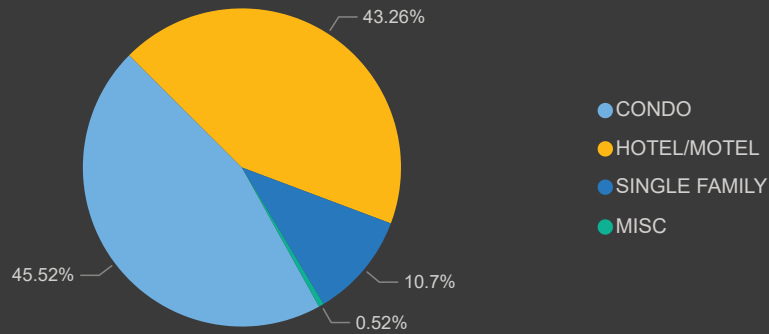
Month	FY 2022	FY 2023	FY2024	FY2025	FY2026	% (+/-)
October	\$2,913,700.21	\$3,589,406.50	\$3,276,277.33	\$3,073,596.99	\$2,973,682.96	-3.25%
November	\$2,177,346.70	\$2,621,154.46	\$2,981,714.82	\$2,929,750.21	\$3,008,918.94	2.70%
December	\$1,074,763.79	\$1,089,937.11	\$1,295,378.95	\$1,185,806.78	\$1,226,692.73	3.45%
January	\$1,064,654.14	\$931,847.14	\$965,864.62	\$953,612.43		
February	\$556,796.53	\$999,193.36	\$992,358.91	\$928,043.55		
March	\$1,039,092.04	\$1,314,722.67	\$1,383,812.10	\$1,210,448.11		
April	\$2,692,226.18	\$3,182,995.16	\$3,537,060.80	\$3,370,435.65		
May	\$3,408,715.29	\$3,945,677.01	\$3,277,373.73	\$3,589,085.08		
June	\$3,899,435.84	\$4,371,375.99	\$4,664,414.06	\$4,846,191.46		
July	\$6,297,203.38	\$7,444,227.38	\$8,085,782.32	\$7,645,337.57		
August	\$7,793,594.82	\$9,061,643.07	\$8,258,198.74	\$8,720,439.40		
September	\$3,957,847.73	\$4,232,351.93	\$4,356,757.53	\$4,451,410.66		
Total	\$36,875,376.65	\$42,784,531.78	\$43,074,993.91	\$42,904,157.89	\$7,209,294.63	

Expanded District Collections

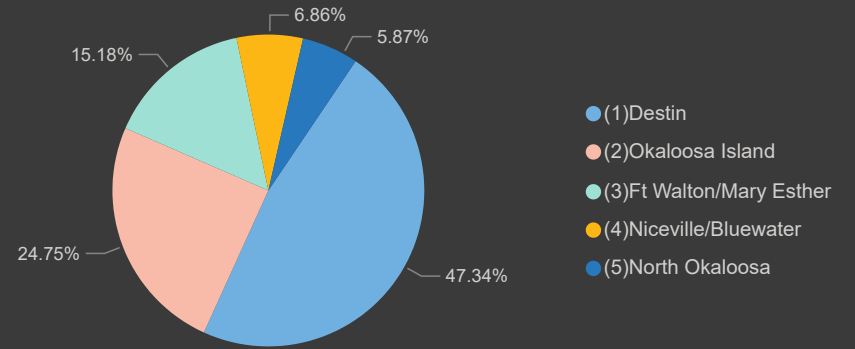
Month	FY2024	FY2025	FY2026
October	\$171,842.79	\$191,102.76	\$201,486.85
November	\$164,069.87	\$185,341.48	\$202,521.67
December	\$171,841.72	\$129,174.98	\$148,758.19
January	\$116,889.44	\$119,413.45	
February	\$126,456.9	\$124,775.56	
March	\$144,095.33	\$135,329.58	
April	\$202,835.57	\$242,943.1	
May	\$236,943.09	\$253,115.01	
June	\$262,411.17	\$300,112.67	
July	\$332,310.79	\$438,862.82	
August	\$371,725.03	\$456,477.55	
September	\$219,595.39	\$249,964.03	

Reporting Period is always the month before the Collection Period

Rental Type

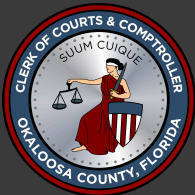


Area



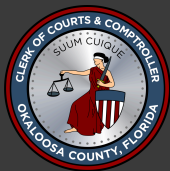
Rental Type	Current District	Expanded District	Total
CONDO	7,567	21	7,588
HOTEL/MOTEL	4,664	2,547	7,211
SINGLE FAMILY	1,486	298	1,784
MISC	49	38	87
Total	13,766	2,904	16,670

District	Current District	Expanded District	Total
(1)Destin	7,892		7,892
(2)Okaloosa Island	4,125		4,125
(3)Ft Walton/Mary Esther	1,749	782	2,531
(4)Niceville/Bluewater		1,144	1,144
(5)North Okaloosa		978	978
Total	13,766	2,904	16,670



Number of Units Reporting





Collection Period FY2025
Gross Receipts & Tax Due by Rental Type

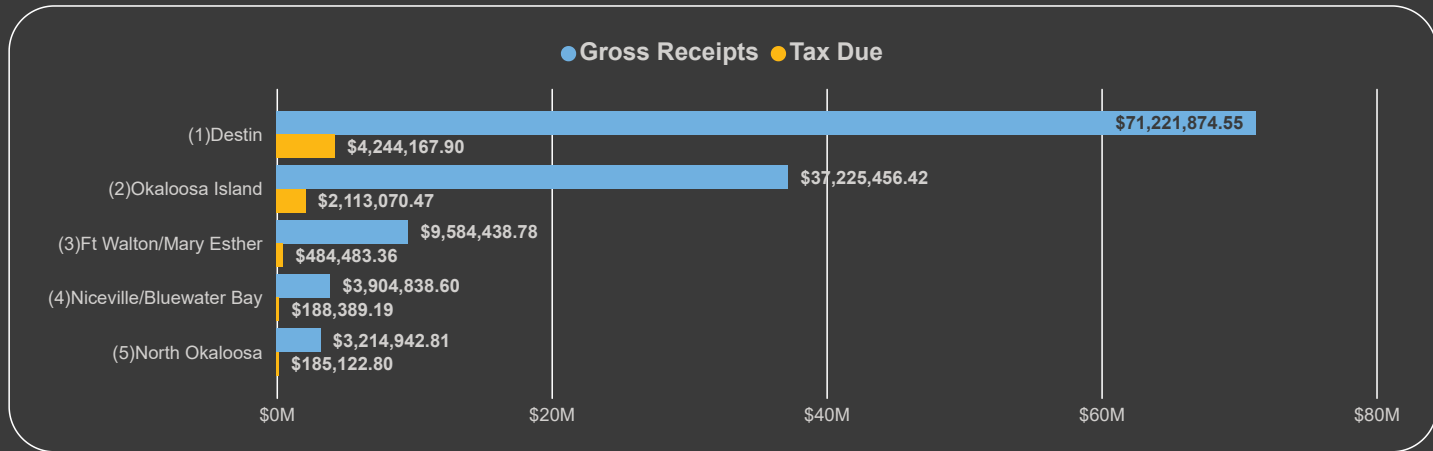


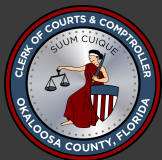
Gross Receipts

Rental Type	October	November	December	Total
CONDO	\$26.18M	\$26.44M	\$7.39M	\$60.01M
HOTEL/MOTEL	\$16.54M	\$15.78M	\$9.01M	\$41.33M
SINGLE FAMILY	\$8.69M	\$8.85M	\$4.47M	\$22.01M
MISC	\$0.55M	\$0.67M	\$0.57M	\$1.79M
Total	\$51.97M	\$51.74M	\$21.44M	\$125.15M

Tax Due

Rental Type	October	November	December	Total
CONDO	\$1.57M	\$1.58M	\$0.44M	\$3.59M
HOTEL/MOTEL	\$0.86M	\$0.86M	\$0.49M	\$2.21M
SINGLE FAMILY	\$0.52M	\$0.53M	\$0.27M	\$1.31M
MISC	\$0.03M	\$0.04M	\$0.03M	\$0.10M
Total	\$2.98M	\$3.01M	\$1.22M	\$7.22M





Collection Period FY2025

Gross Receipts & Tax Due by District

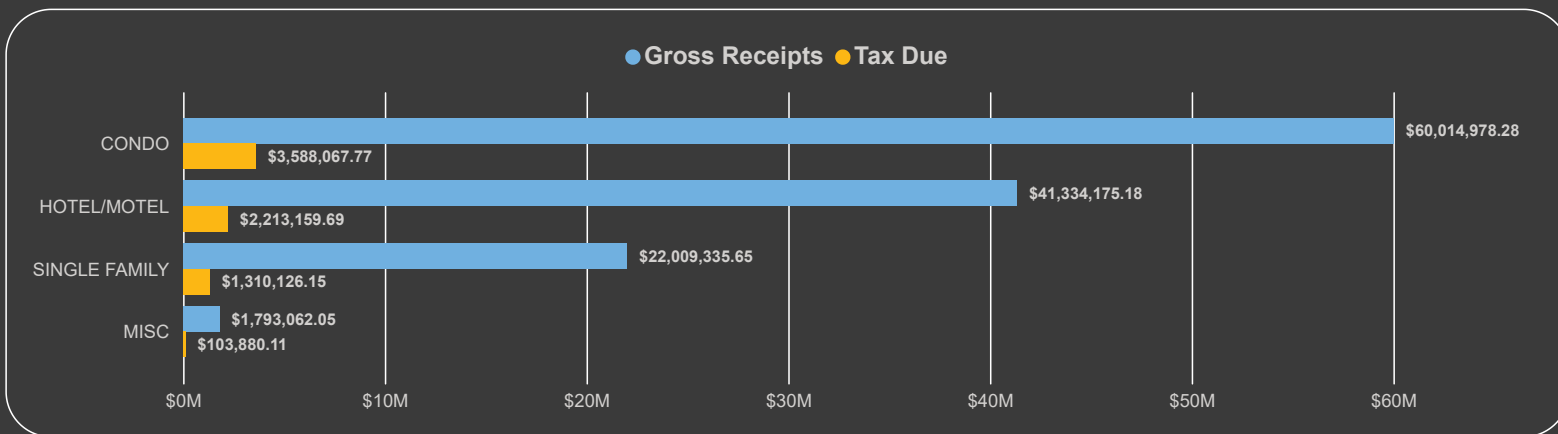


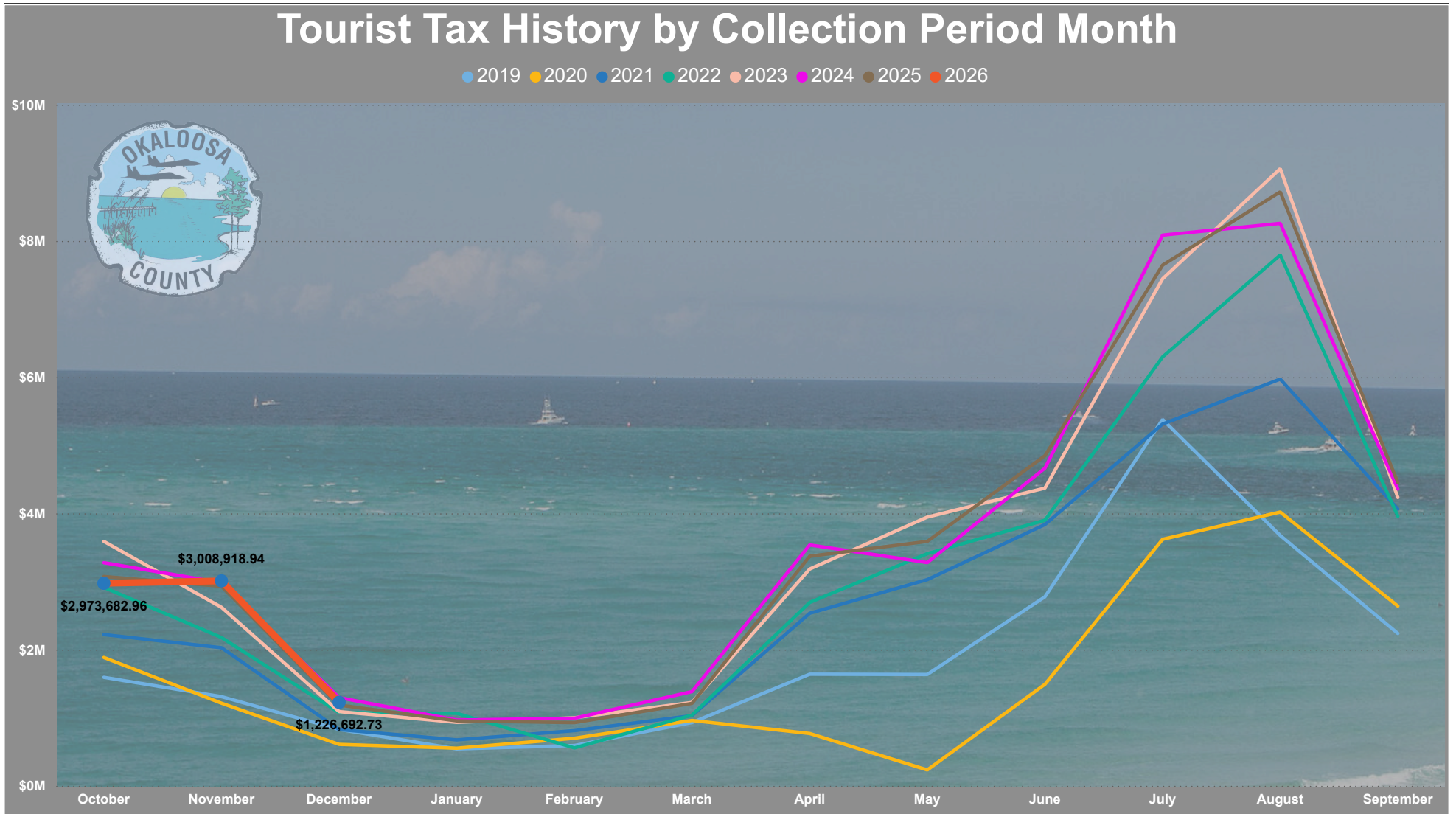
Gross Receipts

District	October	November	December	Total
(1)Destin	\$29.15M	\$30.00M	\$12.07M	\$71.22M
(2)Okaloosa Island	\$16.23M	\$15.79M	\$5.21M	\$37.23M
(3)Ft Walton/Mary Esther	\$3.88M	\$3.49M	\$2.21M	\$9.58M
(4)Niceville/Bluewater Bay	\$1.63M	\$1.33M	\$0.95M	\$3.90M
(5)North Okaloosa	\$1.08M	\$1.12M	\$1.01M	\$3.21M
Total	\$51.97M	\$51.74M	\$21.44M	\$125.15M

Tax Due

District	October	November	December	Total
(1)Destin	\$1.74M	\$1.79M	\$0.72M	\$4.24M
(2)Okaloosa Island	\$0.92M	\$0.91M	\$0.29M	\$2.11M
(3)Ft Walton/Mary Esther	\$0.19M	\$0.18M	\$0.11M	\$0.48M
(4)Niceville/Bluewater Bay	\$0.07M	\$0.07M	\$0.05M	\$0.19M
(5)North Okaloosa	\$0.06M	\$0.06M	\$0.06M	\$0.19M
Total	\$2.98M	\$3.01M	\$1.22M	\$7.22M





CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 17, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.H.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: February 11, 2026

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 01/31/2026:

- At the end of December, we were 33% of the way through Fiscal Year 2026, which is October 1 - September 30, 2026.
- 83% of taxes have been received. The majority of property taxes arrived December - 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 40% of the Operating Budget.
- We have expended and encumbered 37% (\$13.8m/\$37m) of the Capital Budget.
- The net change in total fund balance is a year-to-date increase of \$7 million.

The reserve committed by Resolution 12-20 is \$16.9 million which is equivalent to 1 year of debt service + 3 months operating costs for operations + 3 months operating costs for

emergencies.

The nonspendable balance is \$1.6 million which is accounts payable balances (\$200 thousand) plus the amount owed from the Town Center CRA to the General Fund (\$1.4m)

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. 2026p04 January Ops
Fin

City of Destin

FY 2026 10/01/2025 - 01/31/2026

last updated: 2/10/2026 11:18 AM

FY 2026 Budget Vs Actuals

Council Trend	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
10 Taxes	18,319,108	15,259,934	-	3,059,175	18,342,512
11 Intergovernmental Revenue	18,758,954	1,680,389	-	17,078,565	16,456,864
12 Permits, Fees, & Special Assessments	7,788,504	1,766,806	-	6,021,697	6,172,003
13 Charges For Services	1,415,371	270,551	-	1,144,819	1,286,529
14 Judgements, Fines, & Forfeits	63,000	13,205	-	49,795	211,102
15 Miscellaneous Revenues	1,013,000	655,108	-	357,892	1,697,536
16 Other Sources	-	-	-	-	51,712
17 Transfers In	8,932,838	6,044,395	-	2,888,443	8,970,776
Total Cash In	56,290,775	25,690,389	-	30,600,385	53,189,034
20 Personnel Services	7,828,971	2,000,213	-	5,828,757	6,479,492
21 Personnel Taxes & Benefits	2,741,831	714,468	-	2,027,363	2,791,882
22 Operating Expenses	11,861,641	3,223,142	3,666,634	4,971,864	9,861,168
23 Grants And Aids	17,000	7,226	-	9,774	15,449
24 Debt Service	5,697,731	1,727,102	56,817	3,913,812	5,609,782
25 Capital Outlay	37,079,095	4,971,804	8,875,985	23,231,306	28,068,096
26 Transfers Out	8,932,838	6,044,395	-	2,888,443	8,945,171
Total Cash Out	74,159,107	18,688,352	12,599,437	42,871,319	61,771,039
NET CHANGE	(17,868,332)	7,002,038			(8,582,005)
BEGINNING BALANCE	69,733,719	69,733,719			69,612,808
ENDING BALANCE	51,865,387	76,735,757			61,149,799

GENERAL FUND	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
001 General Fund-10 Taxes	14,054,119	12,521,908	-	1,532,211	14,088,498
001 General Fund-11 Intergovernmental Revenue	3,142,614	669,520	-	2,473,094	3,027,501
001 General Fund-12 Permits, Fees, & Special Assessments	5,415,898	1,010,571	-	4,405,327	4,129,708
001 General Fund-13 Charges For Services	676,541	177,475	-	499,065	547,965
001 General Fund-14 Judgements, Fines, & Forfeits	62,900	4,717	-	58,183	174,836
001 General Fund-15 Miscellaneous Revenues	518,600	135,652	-	382,948	732,484
001 General Fund-16 Other Sources	-	-	-	-	51,712
001 General Fund-17 Transfers In	-	-	-	-	-
Total Cash In	23,870,672	14,519,844	-	9,350,828	22,752,704
001 General Fund-20 Personnel Services	7,125,713	1,809,403	-	5,316,310	5,862,763
001 General Fund-21 Personnel Taxes & Benefits	2,466,579	649,803	-	1,816,775	2,535,313
001 General Fund-22 Operating Expenses	9,882,440	3,062,978	2,947,435	3,872,027	8,396,253
001 General Fund-23 Grants And Aids	17,000	7,226	-	9,774	15,449
001 General Fund-24 Debt Service	191,842	7,528	56,817	127,497	105,857
001 General Fund-25 Capital Outlay	1,950,729	457,398	878,621	614,710	1,429,469
001 General Fund-26 Transfers Out	3,763,780	3,004,885	-	758,895	3,745,758
Total Cash Out	25,398,083	8,999,220	3,882,874	12,515,988	22,090,862
NET CHANGE	(1,527,411)	5,520,623			661,842
BEGINNING BALANCE	35,793,131	35,793,131			35,793,131
ENDING BALANCE	34,265,720	41,313,754			36,454,973

BUILDING INSPECTION (Restricted by State Statute)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
101 Florida Building Code Fund-12 Permits, Fees, & Special Assessm	1,248,161	467,187	-	780,973	1,036,517
101 Florida Building Code Fund-13 Charges For Services	32,830	15,330	-	17,500	35,438
101 Florida Building Code Fund-14 Judgements, Fines, & Forfeits	100	8,488	-	(8,388)	36,266

101 Florida Building Code Fund-15 Miscellaneous Revenues	5,000	3,451	-	1,549	5,706
101 Florida Building Code Fund-17 Transfers In	-	-	-	-	-
Total Cash In	1,286,091	494,456	-	791,635	1,113,926
101 Florida Building Code Fund-20 Personnel Services	658,247	177,345	-	480,902	572,727
101 Florida Building Code Fund-21 Personnel Taxes & Benefits	264,488	60,825	-	203,663	242,361
101 Florida Building Code Fund-22 Operating Expenses	192,402	38,138	4,997	149,267	125,013
101 Florida Building Code Fund-25 Capital Outlay	-	-	-	-	-
101 Florida Building Code Fund-26 Transfers Out	81,071	33,776	-	47,295	82,559
Total Cash Out	1,196,208	310,084	4,997	881,126	1,022,660
NET CHANGE	89,883	184,372			91,266
BEGINNING BALANCE	230,466	230,466			230,466
ENDING BALANCE	320,349	414,838			321,732

NPEB WATER QUALITY (Committed by City Ordinance)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
102 Npeb Water Quality Fund-12 Permits, Fees, & Special Assesme	25,000	12,113	-	12,888	11,925
102 Npeb Water Quality Fund-15 Miscellaneous Revenues	5,000	3,804	-	1,196	7,556
102 Npeb Water Quality Fund-17 Transfers In	-	-	-	-	-
Total Cash In	30,000	15,916	-	14,084	19,481
102 Npeb Water Quality Fund-22 Operating Expenses	146,905	11,502	109,690	25,713	140,392
102 Npeb Water Quality Fund-25 Capital Outlay	-	-	-	-	-
102 Npeb Water Quality Fund-26 Transfers Out	-	-	-	-	-
Total Cash Out	146,905	11,502	109,690	25,713	140,392
NET CHANGE	(116,905)	4,414			(120,911)
BEGINNING BALANCE	283,953	283,953			163,042
ENDING BALANCE	167,048	288,367			161,127

PARKING (Committed by Council Resolution)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
103 Parking Fund-13 Charges For Services	706,000	77,746	-	628,254	703,127
103 Parking Fund-14 Judgements, Fines, & Forfeits	-	-	-	-	-
103 Parking Fund-15 Miscellaneous Revenues	38,000	31,547	-	6,453	68,851
Total Cash In	744,000	109,293	-	634,707	771,978
103 Parking Fund-22 Operating Expenses	736,812	14,817	2,865	719,130	366,789
103 Parking Fund-25 Capital Outlay	-	-	-	-	-
103 Parking Fund-26 Transfers Out	-	-	-	-	-
Total Cash Out	736,812	14,817	2,865	719,130	366,789
NET CHANGE	7,188	94,476			405,189
BEGINNING BALANCE	2,720,233	2,720,233			2,720,233
ENDING BALANCE	2,727,421	2,814,709			3,125,422

PERMITTING TECHNOLOGY (Committed by Council Resolution)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
105 Permit & License Technology Fund-15 Miscellaneous Revenues	10,300	9,851	-	449	20,842
105 Permit & License Technology Fund-17 Transfers In	178,071	59,742	-	118,329	215,714
Total Cash In	188,371	69,594	-	118,777	236,557
105 Permit & License Technology Fund-22 Operating Expenses	132,959	59,890	39,583	33,486	129,473
105 Permit & License Technology Fund-25 Capital Outlay	-	-	-	-	-
105 Permit & License Technology Fund-26 Transfers Out	-	-	-	-	-
Total Cash Out	132,959	59,890	39,583	33,486	129,473
NET CHANGE	55,412	9,704	(39,583)	85,291	107,084
BEGINNING BALANCE	745,252	745,252			745,252
ENDING BALANCE	800,664	754,956			852,336

TOWN CENTER CRA ends 2037 (Restricted by State Statute)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
106 Cra Town Center Fund-10 Taxes	2,273,265	1,747,313	-	525,952	2,273,265
106 Cra Town Center Fund-15 Miscellaneous Revenues	80,000	41,598	-	38,402	81,878
Total Cash In	2,353,265	1,788,912	-	564,353	2,355,143
106 Cra Town Center Fund-20 Personnel Services	22,505	6,733	-	15,773	22,001
106 Cra Town Center Fund-21 Personnel Taxes & Benefits	5,382	1,920	-	3,462	7,136
106 Cra Town Center Fund-22 Operating Expenses	153,150	23,299	50,092	79,759	129,967
106 Cra Town Center Fund-25 Capital Outlay	17,487	4,000	-	13,487	4,000
106 Cra Town Center Fund-26 Transfers Out	999,667	416,832	-	582,835	1,000,110
Total Cash Out	1,198,191	452,783	50,092	695,316	1,163,214
NET CHANGE	1,155,074	1,336,128			1,191,929
BEGINNING BALANCE	1,320,512	1,320,512			1,320,512
ENDING BALANCE	2,475,587	2,656,641			2,512,441

HARBOR CRA ends 2043 (Restricted by State Statute)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
107 Cra Harbor District Fund-10 Taxes	1,221,724	737,780	-	483,944	1,221,724
107 Cra Harbor District Fund-15 Miscellaneous Revenues	27,000	8,583	-	18,417	22,808
107 Cra Harbor District Fund-17 Transfers In	-	-	-	-	-
Total Cash In	1,248,724	746,363	-	502,361	1,244,531
107 Cra Harbor District Fund-20 Personnel Services	22,505	6,732	-	15,773	22,001
107 Cra Harbor District Fund-21 Personnel Taxes & Benefits	5,382	1,920	-	3,462	7,072
107 Cra Harbor District Fund-22 Operating Expenses	91,037	12,516	33,875	44,646	74,453
107 Cra Harbor District Fund-25 Capital Outlay	-	-	-	-	-
107 Cra Harbor District Fund-26 Transfers Out	1,530,274	640,378	-	889,896	1,531,240
Total Cash Out	1,649,198	661,547	33,875	953,777	1,634,766
NET CHANGE	(400,474)	84,817	(33,875)	(451,417)	(390,234)
BEGINNING BALANCE	790,304	790,304			790,304
ENDING BALANCE	389,830	875,121			400,070

FDEP WATER QUALITY (Restricted by Grantor Agreement)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
108 Fdep Water Quality Fund-15 Miscellaneous Revenues	2,025	1,265	-	760	3,754
108 Fdep Water Quality Fund-17 Transfers In	-	-	-	-	-
Total Cash In	2,025	1,265	-	760	3,754
108 Fdep Water Quality Fund-22 Operating Expenses	25,875	-	-	25,875	20,700
108 Fdep Water Quality Fund-25 Capital Outlay	-	-	-	-	-
Total Cash Out	25,875	-	-	25,875	20,700
NET CHANGE	(23,850)	1,265			(16,946)
BEGINNING BALANCE	92,771	92,771			92,771
ENDING BALANCE	68,921	94,036			75,825

OKALOOSA HALF PENNY ends 12/2029 (Committed by Council Motion)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
109 Okaloosa Half-Penny Fund-11 Intergovernmental Revenue	1,719,730	383,126	-	1,336,604	1,653,166
109 Okaloosa Half-Penny Fund-15 Miscellaneous Revenues	130,000	90,023	-	39,977	166,658
109 Okaloosa Half-Penny Fund-17 Transfers In	-	-	-	-	-
Total Cash In	1,849,730	473,149	-	1,376,581	1,819,824
109 Okaloosa Half-Penny Fund-22 Operating Expenses	-	-	-	-	0
109 Okaloosa Half-Penny Fund-25 Capital Outlay	1,885,415	162,269	822,730	900,416	984,999

109 Okaloosa Half-Penny Fund-26 Transfers Out	1,853,977	1,647,289	-	206,688	1,853,976
Total Cash Out	3,739,392	1,809,558	822,730	1,107,104	2,838,975
NET CHANGE	(1,889,662)	(1,336,409)	(822,730)	269,477	(1,019,152)
BEGINNING BALANCE	7,181,078	7,181,078			7,181,078
ENDING BALANCE	5,291,416	5,844,669			6,161,927

2013 LOAN DEBT SERVICE 3.04% (Payoff 08/2031)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
213 2013 Revenue Refunding Note Fund-15 Miscellaneous Revenue	5,000	1,513	-	3,487	6,455
213 2013 Revenue Refunding Note Fund-17 Transfers In	552,000	229,768	-	322,232	551,498
Total Cash In	557,000	231,281	-	325,719	557,953
213 2013 Revenue Refunding Note Fund-22 Operating Expenses	5	0	-	5	2
213 2013 Revenue Refunding Note Fund-24 Debt Service	551,850	45,186	-	506,664	551,801
213 2013 Revenue Refunding Note Fund-26 Transfers Out	-	-	-	-	-
Total Cash Out	551,855	45,186	-	506,669	551,803
NET CHANGE	5,145	186,095	-	(180,950)	6,149
BEGINNING BALANCE	108,169	108,169			108,169
ENDING BALANCE	113,314	294,264			114,318

2014 LOAN DEBT SERVICE 3.41% (Payoff 06/2037)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
214 2014 Revenue Refunding Note Fund-15 Miscellaneous Revenue	5,000	2,630	-	2,370	7,200
214 2014 Revenue Refunding Note Fund-17 Transfers In	733,000	305,211	-	427,789	732,477
Total Cash In	738,000	307,841	-	430,159	739,676
214 2014 Revenue Refunding Note Fund-22 Operating Expenses	5	0	-	5	2
214 2014 Revenue Refunding Note Fund-24 Debt Service	734,275	121,574	-	612,701	732,361
214 2014 Revenue Refunding Note Fund-26 Transfers Out	-	-	-	-	-
Total Cash Out	734,280	121,574	-	612,706	732,364
NET CHANGE	3,720	186,266	-	7,312	7,312
BEGINNING BALANCE	263,934	263,934			263,934
ENDING BALANCE	267,654	450,200			271,246

2021 LOAN DEBT SERVICE 1.139% (Payoff 03/2029)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
221 2021 Revenue Refunding Note Fund-15 Miscellaneous Revenue	500	299	-	201	757
221 2021 Revenue Refunding Note Fund-16 Other Sources	-	-	-	-	-
221 2021 Revenue Refunding Note Fund-17 Transfers In	1,305,260	542,011	-	763,249	1,305,259
Total Cash In	1,305,760	542,310	-	763,450	1,306,016
221 2021 Revenue Refunding Note Fund-22 Operating Expenses	5	1	-	4	6
221 2021 Revenue Refunding Note Fund-24 Debt Service	1,305,260	542,011	-	763,249	1,305,259
221 2021 Revenue Refunding Note Fund-26 Transfers Out	-	-	-	-	-
Total Cash Out	1,305,265	542,012	-	763,253	1,305,264
NET CHANGE	495	298	-	752	752
BEGINNING BALANCE	2,749	2,749			2,749
ENDING BALANCE	3,244	3,047			3,501

2023 LOAN 0% (Payoff 09/2032)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
223 2023 Tdc Advance Fund-11 Intergovernmental Revenue	750,000	-	-	750,000	750,000
223 2023 Tdc Advance Fund-16 Other Sources	-	-	-	-	-
223 2023 Tdc Advance Fund-17 Transfers In	-	-	-	-	-
Total 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	-	-	-	-	-
Total Cash Out	750,000	-	-	750,000	750,000
NET CHANGE	-	-	-	-	-
BEGINNING BALANCE	-	-	-	-	-
ENDING BALANCE	-	-	-	-	-

2024 LOAN DEBT SERVICE 3.48% (Payoff 10/2029 possible ext to 10/2039)	Revised			Remaining	FY 2026
	Budget	Actual	Encumbrances	Balance	Projection
224 2024 Capital Project Note Fund-15 Miscellaneous Revenues	2,000	2,659	-	(659)	12,509
224 2024 Capital Project Note Fund-16 Other Sources	-	-	-	-	-
224 2024 Capital Project Note Fund-17 Transfers In	2,164,507	907,664	-	1,256,843	2,165,829
Total Cash In	2,166,507	910,323	-	1,256,184	2,178,338
224 2024 Capital Project Note Fund-22 Operating Expenses	20	0	-	20	5
224 2024 Capital Project Note Fund-24 Debt Service	2,164,504	1,010,804	-	1,153,700	2,164,504
224 2024 Capital Project Note Fund-26 Transfers Out	-	-	-	-	-
Total Cash Out	2,164,524	1,010,804	-	1,153,720	2,164,509
NET CHANGE	1,983	(100,481)			13,830
BEGINNING BALANCE	1,020,154	1,020,154			1,020,154
ENDING BALANCE	1,022,137	919,672			1,033,983

RENEWAL & REPLACEMENT FUND (Committed by Council Resolution)	Revised			Remaining	FY 2026
	Budget	Actual	Encumbrances	Balance	Projection
301 Renewal & Replacement Fund-10 Taxes	530,000	178,174	-	351,826	523,767
301 Renewal & Replacement Fund-12 Permits, Fees, & Special Asses	-	27,668	-	(27,668)	27,668
301 Renewal & Replacement Fund-15 Miscellaneous Revenues	31,500	62,366	-	(30,866)	158,930
301 Renewal & Replacement Fund-17 Transfers In	4,000,000	4,000,000	-	-	4,000,000
Total Cash In	4,561,500	4,268,208	-	293,292	4,710,365
301 Renewal & Replacement Fund-22 Operating Expenses	10	-	-	10	0
301 Renewal & Replacement Fund-25 Capital Outlay	7,133,417	955,587	1,663,492	4,514,338	6,967,808
301 Renewal & Replacement Fund-26 Transfers Out	-	-	-	-	-
Total Cash Out	7,133,427	955,587	1,663,492	4,514,348	6,967,808
NET CHANGE	(2,571,927)	3,312,621			(2,257,443)
BEGINNING BALANCE	3,703,735	3,703,735			3,703,735
ENDING BALANCE	1,131,809	7,016,357			1,446,292

CAPITAL GRANTS (Restricted by Grant Agreements)	Revised			Remaining	FY 2026
	Budget	Actual	Encumbrances	Balance	Projection
305 Capital Grant Fund-11 Intergovernmental Revenue	13,146,610	627,743	-	12,518,867	11,026,196
305 Capital Grant Fund-15 Miscellaneous Revenues	14,325	47,418	-	(33,093)	-
305 Capital Grant Fund-16 Other Sources	-	-	-	-	-
305 Capital Grant Fund-17 Transfers In	-	-	-	-	-
Total Cash In	13,160,935	675,162	-	12,485,773	11,026,196
305 Capital Grant Fund-22 Operating Expenses	500,000	-	478,097	21,903	478,097
305 Capital Grant Fund-24 Debt Service	-	-	-	-	-
305 Capital Grant Fund-25 Capital Outlay	13,660,935	1,457,274	1,076,580	11,127,082	10,522,253
305 Capital Grant Fund-26 Transfers Out	-	-	-	-	-
Total Cash Out	14,160,935	1,457,274	1,554,677	11,148,985	11,000,351
NET CHANGE	(1,000,000)	(782,112)			25,846
BEGINNING BALANCE	(26,635)	(26,635)			(26,635)
ENDING BALANCE	(1,026,635)	(808,747)			(790)

Gas Tax #2 (Restricted by State Statute)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
306 Gas Tax#2 Fund-10 Taxes	240,000	74,758	-	165,242	235,258
306 Gas Tax#2 Fund-15 Miscellaneous Revenues	6,000	12,424	-	(6,424)	27,552
306 Gas Tax#2 Fund-17 Transfers In	-	-	-	-	-
Total Cash In	246,000	87,183	-	158,817	262,810
306 Gas Tax#2 Fund-22 Operating Expenses	5	-	-	5	1
306 Gas Tax#2 Fund-25 Capital Outlay	700,000	-	-	700,000	670,000
306 Gas Tax#2 Fund-26 Transfers Out	241,730	107,562	-	134,168	271,123
Total Cash Out	941,735	107,562	-	834,173	941,124
NET CHANGE	(695,735)	(20,379)			(678,314)
BEGINNING BALANCE	919,156	919,156			919,156
ENDING BALANCE	223,421	898,777			240,842

ELECTRIC FRANCHISE ends 2051 (Restricted by City Ordinance)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
307 Electric Franchise For Undergrounding-12 Permits, Fees, & Spec	930,000	195,235	-	734,765	859,035
307 Electric Franchise For Undergrounding-15 Miscellaneous Reven	51,500	40,646	-	10,854	100,178
307 Electric Franchise For Undergrounding-17 Transfers In	-	-	-	-	-
Total Cash In	981,500	235,882	-	745,618	959,213
307 Electric Franchise For Undergrounding-22 Operating Expenses	12	-	-	12	-
307 Electric Franchise For Undergrounding-25 Capital Outlay	1,018,000	-	868,000	150,000	908,000
307 Electric Franchise For Undergrounding-26 Transfers Out	462,339	193,674	-	268,665	460,405
Total Cash Out	1,480,351	193,674	868,000	418,677	1,368,405
NET CHANGE	(498,851)	42,208			(409,192)
BEGINNING BALANCE	3,345,756	3,345,756			3,345,756
ENDING BALANCE	2,846,905	3,387,964			2,936,564

PUBLIC SAFETY IMPACT FEE (Restricted by State Statute)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
310 Police Impact Fee Fund-12 Permits, Fees, & Special Assessment	3,025	591	-	2,434	2,433
310 Police Impact Fee Fund-15 Miscellaneous Revenues	-	235	-	(235)	864
310 Police Impact Fee Fund-17 Transfers In	-	-	-	-	-
Total Cash In	3,025	826	-	2,198	3,297
310 Police Impact Fee Fund-22 Operating Expenses	-	-	-	-	11
310 Police Impact Fee Fund-25 Capital Outlay	-	-	-	-	-
310 Police Impact Fee Fund-26 Transfers Out	-	-	-	-	-
Total Cash Out	-	-	-	-	11
NET CHANGE	3,025	826			3,286
BEGINNING BALANCE	19,031	19,031			19,031
ENDING BALANCE	22,056	19,858			22,317

MOBILITY FEE (Restricted by State Statute)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
311 Transportation Impact Fee Fund-12 Permits, Fees, & Special Ass	96,033	36,743	-	59,290	85,318
311 Transportation Impact Fee Fund-15 Miscellaneous Revenues	40,500	26,756	-	13,744	61,233
311 Transportation Impact Fee Fund-17 Transfers In	-	-	-	-	-
Total Cash In	136,533	63,499	-	73,033	146,551
311 Transportation Impact Fee Fund-22 Operating Expenses	-	-	-	-	1
311 Transportation Impact Fee Fund-25 Capital Outlay	1,616,428	(1,956)	27,180	1,591,204	25,224
311 Transportation Impact Fee Fund-26 Transfers Out	-	-	-	-	-
Total Cash Out	1,616,428	(1,956)	27,180	1,591,204	25,225

NET CHANGE	(1,479,895)	65,455		121,326
BEGINNING BALANCE	1,989,502	1,989,502		1,989,502
ENDING BALANCE	509,607	2,054,957		2,110,827

LIBRARY IMPACT FEE (Restricted by State Statute)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
312 Library Impact Fee Fund-12 Permits, Fees, & Special Assessment	13,746	4,298	-	9,448	5,978
312 Library Impact Fee Fund-15 Miscellaneous Revenues	5,250	3,925	-	1,325	8,525
312 Library Impact Fee Fund-17 Transfers In	-	-	-	-	-
Total Cash In	18,996	8,223	-	10,773	14,503
312 Library Impact Fee Fund-22 Operating Expenses	-	-	-	-	1
312 Library Impact Fee Fund-25 Capital Outlay	275,358	14,905	10,453	250,000	19,358
Total Cash Out	275,358	14,905	10,453	250,000	19,358
NET CHANGE	(256,362)	(6,682)	(10,453)	(239,227)	(4,855)
BEGINNING BALANCE	274,996	274,996			274,996
ENDING BALANCE	18,634	268,314			270,141

PARKS IMPACT FEE (Restricted by State Statute)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
313 Park Impact Fee Fund-12 Permits, Fees, & Special Assessments	56,642	12,400	-	44,242	13,421
313 Park Impact Fee Fund-15 Miscellaneous Revenues	10,500	6,326	-	4,174	10,653
313 Park Impact Fee Fund-17 Transfers In	-	-	-	-	-
Total Cash In	67,142	18,726	-	48,416	24,074
313 Park Impact Fee Fund-22 Operating Expenses	-	-	-	-	1
313 Park Impact Fee Fund-25 Capital Outlay	250,000	250,000	-	-	250,000
313 Park Impact Fee Fund-26 Transfers Out	-	-	-	-	-
Total Cash Out	250,000	250,000	-	-	250,001
NET CHANGE	(182,858)	(231,274)	-	48,416	(225,927)
BEGINNING BALANCE	465,847	465,847			465,847
ENDING BALANCE	282,989	234,574			239,920

2024 CONSTRUCTION LOAN (Restricted by loan covenant)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
324 2024 Bond Capital Project Fund-15 Miscellaneous Revenues	25,000	122,135	-	(97,135)	192,144
324 2024 Bond Capital Project Fund-16 Other Sources	-	-	-	-	-
324 2024 Bond Capital Project Fund-17 Transfers In	-	-	-	-	-
Total Cash In	25,000	122,135	-	(97,135)	192,144
324 2024 Bond Capital Project Fund-22 Operating Expenses	-	-	-	-	-
324 2024 Bond Capital Project Fund-25 Capital Outlay	8,571,327	1,672,328	3,528,930	3,370,069	6,286,985
324 2024 Bond Capital Project Fund-26 Transfers Out	-	-	-	-	-
Total Cash Out	8,571,327	1,672,328	3,528,930	3,370,069	6,286,985
NET CHANGE	(8,546,327)	(1,550,193)			(6,094,842)
BEGINNING BALANCE	8,489,625	8,489,625			8,489,625
ENDING BALANCE	(56,702)	6,939,432			2,394,784

**PUBLIC WORKS/PUBLIC SAFETY
COMMITTEE MEETING MINUTES
DESTIN CITY HALL ANNEX CHAMBERS
TUESDAY, JANUARY 13, 2025 - 5:30 PM**

1. CALL TO ORDER & PLEDGE OF ALLEGIANCE:

Chairman Wood called the Public Works/Public Safety Committee to order on Tuesday, January 13, 2025, at 5:30 p.m. at the City Hall Annex Chambers, with the Pledge of Allegiance immediately following.

2. ROLL CALL:

<u>Members Present</u>	<u>Members Absent</u>	<u>Staff</u>
James T. Wood, Jr.	Marcie Bell	Kim Montgomery Deputy City Clerk
John Green	Andrea Ansley	Joe Bodi, Deputy Public Works Director
Tom Weidenhamer		
Curtis Smith		
Tammy Weidenhamer		

3. APPROVAL OF AGENDA:

Motion to approve the agenda with no changes was made by Committee member Tom Weidenhamer, with Committee member Smith providing the second. The motion passed 5-0.

4. APPROVAL OF MINUTES:

➤ **December 8, 2024**

Motion to approve the minutes of the December 9, 2025 meeting was made by Committee member Tom Weidenhamer with committee member Tammy Weidenhamer providing the second. The motion passed 5-0.

5. NEW BUSINESS:

➤ **E-Bike Ordinance**

Chairman Wood provided background on the ordinance effort, noting several community complaints regarding e-bike speeds, careless driving, and related issues throughout the county is what's lead to a countywide forum on October 1, 2025. Following that forum, the Niceville City Manager volunteered to draft a model/template ordinance reflecting the forum's outcomes. The draft ordinance presented with input from other cities, including discussion that the City of Crestview's primary concern was downtown e-bike parking obstruction.

Chairman Wood noted that the template was expected to be on first reading at the City of Niceville's City Council Agenda last month; however, it was pulled it from first reading to address requested changes and is being brought back for first reading the same evening as this meeting is.

Chairman Wood emphasized the goal of this endeavor is maintaining consistency among local jurisdictions to reduce confusion caused by differing municipal rules.

❖ **Proposed Committee Amendments – Chairman Wood**

Chairman Wood recommended advancing the ordinance to City Council with targeted revisions, including:

1. Add e-bike class information to the definition section (to incorporate the commonly used Class 1, Class 2, and Class 3 framework discussed in prior meetings).
2. Add “place of safety” language to clarify that no e-bike/e-scooter/micro-mobility device shall suddenly leave a curb or other place of safety and enter the path of a path of a vehicle so close that it is impossible for the driver to yield or stop, such as at neighborhood ingress/egress (described as a “neighborhood entrance” rule).

❖ **Helmet Requirement Discussion / Additional Revision**

The committee’s discussion focused heavily on the ordinance language regarding helmets. Members expressed concern about requiring adults to wear helmets and questioned whether the city should impose requirements beyond state-level standards, especially given the comparison raised that Florida does not require adult motorcycle helmets. Members also discussed whether the helmet requirement could unintentionally apply to low-speed devices used by children; in response, it was noted that the ordinance’s micro-mobility definition referenced devices capable of higher speeds, the discussion indicated 20 mph or greater thresholds, which would help avoid capturing very low-speed toys.

Motion by Chairman Wood to accept the ordinance and recommend it to be prepared for City Council’s review with the two changes discussed, adding the e-bike classes and adding the place of safety portion at the end of section 21-2 item B. Committee member Tom Weidenhamer providing the second.

During discussion, Chairman Wood indicated willingness to modify the helmet provision to align with an under-16 years old standard and referenced a federal helmet standard, (16 CFR 1203) as support for limiting helmet requirements to youth. The Committee agreed to revise the ordinance language accordingly.

Further concern was raised about other municipalities passing ordinances that unintentionally impact users of micromobility devices (e.g., motorized wheelchairs). The Committee discussed that the speed-capability threshold should help prevent such unintended impacts, while acknowledging the importance of drafting the necessary language.

❖ **State Law / Pending Legislation Discussion**

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The Committee briefly discussed pending state legislation related to e-bikes. Chairman Wood stated that, if passed, one anticipated impact would be a driver's license requirement for Class III e-bikes, which would be the primary change affecting the local ordinance.

Committee member Green mentioned seeing online information suggesting Florida had recently adopted helmet requirements for certain e-bike classes; the Chair stated that the claim did not align with his understanding and would verify the applicable state law language.

Chairman Wood restated the motion to recommend the e-bike ordinance for City Council review with the following revision discussed:

- **Add the definitions of levels 1, 2, and 3 e-bike class details to the definition section.**
- **Add the “place of safety” provision described during discussion; and**
- **Revise the helmet language to apply to operators age 16 and under (or “16 and below,” as stated during discussion).**

Committee member Tom Weidenhamer provided his second to the revisions, and the motion passed with a 5-0 vote.

➤ **2025 Annual Report/2026 Work Plan**

Chairman Wood stated the work plan update was primarily an administrative change, the city provided new, expanded “goals and objectives” sheets, requiring the committee's work plan content to be transferred from a shorter format into a longer template. There are five goals/objective items to be transposed into the new template. He then pointed out that Committee member Green is working on one item, while Committee member Ansley has four items. Since Andrea is not present, her work was not available for their review, and since there still needs work to be done, he recommends postponing action until their next meeting, emphasizing the plan must be finalized at the next meeting due to the Chair's scheduled February briefings to City Council.

Motion by Chairman Wood, seconded by Committee member Smith to continue the 2025 Annual Report Work Plan to their next meeting. The motion passed 5-0.

6. CONTINUING BUSINESS:

➤ **Stormwater/Floodplain Public Comments**

Chairman Wood opened the floor for public comments on this item. With no one coming forward, he closed the public discussion on the topic.

7. DISCUSSION ITEMS:

Committee Member Smith – Reported he had recently purchased a Tesla Cybertruck with full self-driving capabilities and emphasized the importance of clearly visible roadway markings,

such as lane lines, turn arrows, channelization, and striping for the safe operation of the camera/AI-based driving systems. He encouraged continued focus on striping visibility, particularly during repaving projects, and noted some areas outside Destin have terrible line visibility.

➤ **Public Works Updates**

Mr. Bodi provided the members with the following updates:

- Road resurfacing/milling: Milling has started with Regatta Bay Blvd.
- Airport Road: A section of Airport Road was identified for repaving, due to substandard conditions.
- Roadway Striping approach:
 - Collector roadways will receive center lines and long-line striping, with edge striping and bike lanes as applicable.
 - Residential/local roadways will not receive long-line striping (no edge striping or centerline striping).
 - Markings such as stop bars, crosswalks, stop signs, and special condition markings (including speed hump markings/arrows/hash marks) will continue to be updated as part of repaving projects.
 - In discussion, members considered whether evolving vehicle automation might require revisiting striping practices on local roads; it was noted that automated systems rely especially on clear guidance in complex areas such as turn lanes and channelization.
- **Norriego Point/Harbor Dredging project:** Mr. Bodi reported the dredging project was about to begin, anticipated to start that weekend, from at East Pass Lagoon near the bridge and extending back toward the “dog leg” area associated with the federal channel. He stated the city is paying per cubic yard of material removed and that means/methods are contractor-driven with the city dictating outcomes. Comment was expressed about observations from past dredging projects where dewatering harmed fish populations. Mr. Bodi indicated dewatering was not the approach and would be performed wet and not dewatered.

8. ADJOURNMENT:

Having no further business at this time, the meeting adjourned at 6:30 p.m.

Adopted and approved this _____ day of _____ 2026.

James T. Wood, Jr. Chairman

Kim Montgomery, Deputy City Clerk

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**MINUTES
HARBOR COMMUNITY REDEVELOPMENT AGENCY
ADVISORY COMMITTEE MEETING
JANUARY 14, 2026 - 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 5:35 p.m., on January 14, 2026, followed immediately with the Pledge of Allegiance.

2. ROLL CALL:

Present

John Stephens
James Green
Guy Tadlock
Lance Johnson
Jay Howard

Absent

Casey Jones
Mariam Paulino

Staff Present

Kim Montgomery Deputy City Clerk
Jesse Hernandez Principal Planner
Sherry Burney Planner
Chris Rush Planner
David Prichard CD Director
Michael Burgess PW Director
Kimberly Kopp (via phone)

3. AGENDA APPROVAL:

Motion to approve the agenda with no changes was made by Chairman Stephens with Committee member Howard providing the second, the motion passed 5-0.

4. MINUTES FOR APPROVAL: December 10, 2025 Minutes

Motion to approve the December 10, 2025 minutes as written was made by Vice Chair Green with Committee member Tadlock providing the second. The motion passed 5-0

5. NEW BUSINESS:

A) January Development and City Projects Update

Senior Planner Jesse Hernandez explained there are no major changes from the prior month's update.

❖ Drury Hotel

- Noted the Drury Hotel was approved on December 1, 2025 by Council.
 - Conditions included:
 - Addition of a pet relief area appropriate for the size of the hotel.
 - 80% of required landscaping must be native trees and no palm trees included.
 - Building permits have been submitted by the applicant.
 - The developer anticipates completion around 3rd quarter of 2027.

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- Discussion regarding shared parking, and whether the undeveloped corner/empty lots might later be shared parking.
 - Staff explained that if the parcels are later subdivided into outparcels, any future use would need to:
 - Provide its own parking, or
 - Enter into an enforceable shared parking agreement with the hotel.
 - Council concern was centered on parking reductions and ensuring shared parking agreements are legitimate and enforceable.
 - Staff is re-evaluating how to proceed without parking reductions and how shared agreements could be enforced and not just a signed piece of paper.
 - Mr. Hernandez described two common shared parking approaches:
 - Offset peak-hour shared parking (examples: breakfast use v. dinner use) where peak demand occurs at different times of operation.
 - Requires analysis by a professional engineer.
 - If hours/conditions change, applicant is expected to amend the development order to ensure continued compliance.
 - Shared off-site parking using excess capacity on a nearby site.
 - City evaluates “excess spaces” (example given: required 50 spaces but site has 70).
 - Agreements often run with the property and can extend for the life of the businesses, because removal could put a business out of compliance.
- Questions were raised: is the business/property owner responsible for updating development orders, or does the city monitor to ensure the agreements are being held up.
 - Mr. Hernandez explained that the city has “fail safes”:
 - Business Tax Receipt process: when a new business applies at an address, staff reviews whether there is a change of use that could affect parking.
 - Permitting/renovations: interior/exterior work can trigger review; often requires change of use application and frequently a pre-application meeting.
 - Many cases result in a development order deviation or development order action.

❖ **Linear Park / Mobility Plan**

- Question was posed whether the Linear Park review includes connecting Mattie Kelly North and South.
- According to Staff:
 - Connection is included in the mobility plan.
 - Not currently budgeted in the CIP however, it may be considered for next year.

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❖ Harbor Dredging Project Update – Public Works Director Michael Burgess

- Equipment delivered: Connex box, bulldozer, excavator delivered over recent days.
- Mobilization planned later in the week; work to begin late this week or early next week.
- Estimated dredging quantity: 13,000–15,000 cubic yards.
- Spoils plan:
 - First used to restore embayments back to original design profiles.
 - Any additional spoils placed upland on the south side of the point.
 - Portions of the park to be closed due to hazardous construction activity.
 - Barricades and construction fencing are in place.
 - Contractor will work 7 days a week to complete the project before spring break.
 - Plan is to start at the mouth of the harbor and work inward, subject to field conditions.
 - Recent bathymetric surveys completed to identify sand locations and required dredge depth.
 - No sand placement is planned for the harbor side to raise elevation.
 - Approved permit is to re-nourish the south side.
 - A 12-inch pipe will be laid on the south side; sand pumped and graded westward.
 - The new boardwalk makes moving sand to the other side complicated.
 - Proposed completion date is March 3rd.

❖ Recommendation on Replacement of Streetlight Fixtures – Michael Burgess

Mr. Burgess explained to the members that the lighting along the roadways in the CRA Districts and other areas of the city, that are the shepherd hook style, needs to be replaced due to the replacement parts and bulbs/ballasts are no longer available.

- FPL encouraging the city to select an alternate fixture.
- Locations noted with existing fixtures in Harbor CRA:
 - Along Marler Street parking lot.
 - A few on Mountain Drive.
- After selection, FPL will issue a lighting agreement for the replacement.

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- Staff is requesting the committee input on aesthetics, noting the fixtures are typically seen over sidewalks throughout the city.

Mr. Burgess noted the most similar arm option but stated there is not a perfect match for the existing Prague style.

- Holophane or teardrop seen as most consistent with current look.
- Mr. Burgess explained the “King” fixture being described as nautical, but not ideal for this particular application.
- Vice Chairman Green’s comments:
 - Expressed his dislike for current “Bo Peep” looking lights that staff is referencing, and his preference for more of a modern, sleek, functional lighting.
 - Emphasis on durability and replacement cost given storms/vehicle impacts.
 - Desire for consistency with existing/nearby aesthetics when feasible.
 - Concern about salt atmosphere, windstorms, and ease of maintenance.

According to Mr. Burgess, there is an estimation of the following:

- 40-50 in the Harbor CRA area.
- Approximately 1,500 total streetlights city wide.
- Estimated replacements for discontinued type: 90-120 to be replaced.
- Discussion of “Cobra head” styles vs decorative styles:
 - Cobra heads are described as effective and common for roadway lighting.
 - Decorative options are likened to historic-district style.
 - Parking lot adjacent-to-98 project style described as plain/Spartan.

Committee member Howard expressed his dislike of the bright white/blue lights and spoke of the one recently installed light at Heron Harbor parking lot and how offensive it is to your eyes, because of its brightness.

- The very bright, mounted high; described as offensive.
- Kelvin temperature “white/blue” described as unattractive and harsh.
- Desire for consistency in light color across fixtures.

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- Options commonly include 3000K (warm white) and 4000K (cooler white).
 - Lumens and pole height affect illumination and glare.
 - These settings are part of the selection process.
- Banner wind-load discussion:
 - Members inquired whether poles are wind-load rated for banners, referencing potential return of Harbor District banners.
 - Staff will confirm but believes the poles are wind-rated and comparable to the fixtures with banner applications on Main Street.
 - Noted banner change-outs are labor-intensive but feasible.
 - Mr. Burgess explained that he recommends the black Washington concrete pole because the pigment is in the concrete mix; therefore, any chips remain black, unlike paint/powder coated poles that fade and chip.
 - Lower maintenance compared to black-painted aluminum poles.
 - Sonotube base filled with concrete; bolts used to secure.

Motion by Committee member Green, seconded by Chairman Stephens to recommend to Council the following replacements for the streetlights with the black Washington concrete poles and the “number two” roadway-style black pole, number two roadway light fixture in black, with a 3-4k white/blue Kelvin scale lighting. The motion passed 5-0.

6. COMMITTEE MEMBER COMMENTS:

❖ Committee member Green – Used Oil Diposal Facility

- Vice Chairman Green raised concern that Destin lacks a public disposal option for used motor oil, especially given water quality priorities and heavy marine/tourism industry in the city.
- Noted reliance on private businesses that have limits and requirements for oil drop-offs.
 - He shared that currently he is storing multiple containers of used oil; takes limited amounts to O’Reilly’s when he can.
- Suggested a controlled City manned facility with cameras.
 - Potentially at Public Works Facility due to staffed hours, secured area, and cameras.
 - Use of smaller capacity tanks/totes, spill prevention measures, and controlled public access.
 - Mr. Burgess acknowledged prior discussion and noted regulatory/liability considerations (FDEP thresholds, spill responsibility, collection/handling).
 - Provided example of using Okaloosa County hazardous household waste facility in Fort Walton Beach for old fuel disposal.

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- Explained that he would bring the information forward to the Visioning Session this month.
- Offered to research what peer communities do and estimate quantities/costs.
- Quantities discussion
 - Staff asked for typical oil change volume for a charter boat:
 - Captain Green stated approx. 20-25 gallons, with larger vessels potentially 30-40 gallons.
 - Fleet estimates:
 - Captain referenced 80 Destin Charter Boat Association members, 150 charter boats and some outboards, as well.
 - Peak season oil changes discussed; Captain later clarified roughly every three weeks and are mostly tied to trip hours.
 - Mr. Burgess summarized “worst case” as up to 40 gallons per vessel and discussed service frequency (e.g., pump-out every two weeks during season) as a planning concept.
- Grant possibilities
 - Mention of potential grant opportunities “clean marina” and other funding sources.
 - Committee member Howard spoke of how Sandestin Marina has a disposal system, although they do not have the same as the Destin charter fleet’s volume.
 - Chairman Stephens asked Captain Green to work on a one-page work plan summary to help move the effort forward.

❖ **Annual Report / Work Plan Updates and Actions -Chairman Stephens**

- Chair noted updates needed to the 2025 Annual Report items based on prior shared version:
 - Christmas in the CRA District
 - Under action plan/notes: motion passed by Parks & Rec Committee.
 - Cameras
 - Updated to reflect Captain Royal Melvin cameras were installed to connect to the OCSO Flock Camera System.
 - m.
 - Mooring Field Plan
 - Measurable outcomes/task to reflect presentations to:
 - Harbor CRA
 - Harbor & Waterways
 - Public Works/Public Safety
 - Parks & Recreation Committees

Motion to recommend to the CRA Board the approval of the Annual Harbor CRA AC Annual Report with the changes made to the Christmas work plan item, cameras work plan item, mooring field work plan item, with Committee member Johnson providing the second. Brief discussion recalling that mooring field may fall primarily under Harbor &

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Waterways, but consensus noted it overlaps multiple committees due to upland facilities and park/swim area components. **The motion passed 5-0.**

Captain Green complimented the Chairman's Annual Report format as a more professional and easier to follow than earlier versions.

- ❖ **Public Comments: None**
- ❖ **Next Meeting Date: February 12, 2025**

7. ADJOURNMENT:

Having no further business at this time, the meeting was adjourned at 6:40 PM.

Adopted and approved this _____ day of _____ 2025.

John Stephens, Chairman

Kim Montgomery, Deputy City Clerk

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**MINUTES
TOWN CENTER COMMUNITY
REDEVELOPMENT AGENCY
ADVISORY COMMITTEE MEETING
JANUARY 21, 2025 - 5:30 PM
DESTIN CITY HALL ANNEX CHAMBERS**

1. CALL TO ORDER:

Chairman Wernet called the meeting to order at 5:30 PM on Wednesday, January 21, 2025, at the Destin City Hall Annex Council Chambers with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

Lockwood Wernet
Preston Green
Kyle Davis
Iris Bethea

Members Absent

Corlene Ziegler
Margie Avery

Staff Present

Kim Montgomery Deputy City Clerk
Daniel Butler Principle Planner
Jesse Hernandez Senior Planner
David Prichard CD Director
Michael Burgess PW Director
Kimberly Kopp City Attorney

3. CURRENT BUSINESS:

❖ **Development & City Projects Update – Jesse Hernandez Senior Planner**

• **The Drury Hotel:**

- Approval conditions included: 80% of trees on the property must be native, and a pet relief area will be provided.
- The projected grand opening timeline discussed was 3rd Quarter 2027, assuming construction can begin shortly after the first of the year.

• **1063 Highway 98 East (old Chick-fil-A property):**

- Development Order for a simple deviation to demolish the old Chick-fil-a building, per the sale of the property. It is unknown at this time what will be redeveloped on the parcel. Mr. Hernandez provided the allowable uses for the TCMU Zone.

❖ **City Street Light Replacements – Michael Burgess Public Works Director**

• Mr. Burgess provided the members with the following information:

- Florida Power & Light (FPL) requested the city provide an alternative fixture because the current model, the Destin Prague, is discontinued and replacement parts can no longer be obtained if a pole/fixture is damaged, it cannot be replaced “in kind.”
- There are 39 fixtures on Main Street, in the Town Center CRA.
- A catalog of FPL outdoor lighting options included in the packet; noting that there are no exact matches to the existing fixture.
- This has been presented to the Harbor CRA, and their recommendation was a more minimalist/utilitarian approach:

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- Washington concrete black pole (Pole #3) due to durability (pigmented concrete vs paint/powder coat in a salt environment).
 - An area light style #6.
 - Staff clarified this approach favored resilience and reduced long-term maintenance.
- In discussion Chairman Wernet and the members stressed aesthetic identity and uniformity, especially for Main Street.
- Several members expressed dislike of the Harbor CRA’s minimalist fixture they chose and prefer Main Street, something more decorative and consistent with Town Center character.
 - Staff outlined that the key need is selecting a fixture/pole combination to bring forward to City Council, who will authorize the new lighting agreements.
 - Discussion clarified that FPL-owned fixtures on Main Street would be replaced under the agreement, as well as the city owned fixtures elsewhere (Commons Drive, 98 Palms, Marler Street parking lot, etc.).
 - Lighting function/height considerations:
 - Existing Destin-Prague fixtures provide more sidewalk lighting than roadway lighting and are shorter.
 - Concern was raised that the Harbor CRA’s recommended pole is around 23 feet tall (taller than existing style), impacting look and light distribution.
 - Members agreed upon a solution most similar to existing fixtures and specifically referenced matching the style used at Mattie Kelly South.
 - Preference leaned toward:
 - Washington black concrete pole
 - A decorative arm (identified as “number three” on the fixture/arm page).
 - A teardrop-style fixture, with emphasis that closely resembles the current “Prog/Prague” style.
 - Committee discussed warm white (approx. 3000K) vs cool white (approx. 4000K and expressed preference for cool white (4000K) for a mixed-use street environment.

Motion by committee member Davis, seconded by Committee member Green to recommend to the CRA Board to match the Teardrop with the wide skirt streetlight fixture and #3 decorative bracket fixtures to match the existing fixtures on Mattie Kelly South, with the Washington pole and the cool white 4k light. In discussion, Committee member Davis questioned wanting to keep them consistent with what is already on Main Street by keeping the single arms in the areas where they currently are located, as well as the double arms in the same areas where they are. Mr. Burgess agreed, pointing out that the doubles are located at street corners with crosswalks, so that there are lights in both directions.

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Committee member Davis amended his motion to clarify his recommendation by matching the lighting style street light fixtures on Maddie Kelly South, keeping the single arm lights on Main Street single arms and allowing the double light arms on Main Street be double arms in the new style, as well as at the other locations in the where the Destin Progue lights are located in the Town Center CRA District. The motion passed 4-0.

4. Committee Member Comments

➤ Annual Report & Work Plans – Chairman Wernet

Chairman Wernet spoke of the Annual Report that staff assisted him with.

He initially made a motion for approval; however, staff reminded him of the two work plan items that needed to be approved and included as part of the approval process for the Annual Report. Chairman Wernet withdrawn his motion to prioritize the two work plan approvals first.

➤ Multi-Use Green Space Adjacent to Publix (West Side of Publix Parcel) Committee member Davis

Committee member Davis explained he cleaned up the document and removed language from the last time he presented this work plan item.

- Proposed features discussed at the concept-level
 - Open green space suitable for farmers markets, local entertainment, and community events.
 - A place to serve families and residents, as well as tourists.
 - Walking paths, pickleball courts, picnic areas, possible amphitheater
 - Noise concerns to be addressed in feasibility for surrounding residential units.
 - Potential small structure for flexible use (e.g., office space, small business hub, community use, dog park).
 - Town Center needs a central civic/community space.
 - This may be the only chance to secure a meaningful parcel before it becomes encumbered by a possible private residential development.
 - Compared a similar concept from Oviedo on the Park near Orlando, and how well the effects benefitted the surrounding development and commerce.

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❖ **Discussion points:**

- Members expressed strong support, citing limited remaining land and community need.
- Question raised about whether the City/CRA would need to purchase the land since it is owned by Publix.
- Discussed how the CRA most likely could not buy outright the property but could possibly finance and potentially pay off within a certain timeframe.
- Discussion touched on food trucks and the benefit of having rotating vendors to reduce competition concerns.

Motion by Committee member Green, seconded by Committee member Bethea to approve Committee member Davis' Multi-Use Green Space Adjacent to Publix. The motion passed 4-0.

➤ **Work Plan #2 — Amendment to Improve Mobility/Connector Project (Mattie Kelly Boulevard North - South Connector with Sidewalk/Bike Lanes)**

Chairman Wernet explained how this previously approved work plan item to connect north and south segments of Mattie Kelly Boulevard as part of the city's mobility plan project. He proposed the following amendments:

- Add sidewalk and bike lane construction at the north end of the project area.
- Rationale: leverage a single mobilization to complete missing sidewalks and bike lanes network.

Motion by Chairman Wernet, seconded by Committee member Green to amend the prior work plan to include sidewalk and bike lane improvements, keeping the rest of the plan intact. In discussion, a question was posed if this would align with the linear trail. According to Chairman Wernet, it would not, since it north of the linear trail; but does fill in the sidewalk/bike lane gaps in the network near the north end of Mattie Kelly up to Airport Road. Additionally, it is a part of the project is in the mobility plan and in the CRA master plan; and the estimated cost referenced at approximately \$600,000. **With no further discussion, Chairman Wernet called for the vote and the motion passed 4-0.**

➤ **Annual Report and Work Plans Approval**

- Green Space Work Plan adjacent to Publix,
- Amended Mattie Kelly Connector Work Plan Sidewalks/Bike Lanes.

Motion by Chairman Wernet to approve the Annual Report and Amended work plan items as presented with Committee member Davis providing the second. The motion passed 4-0.

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Chairman Wernet explained they will present this to the CRA Board on April 6, 2026.

❖ The next Town Center CRA meeting scheduled for February 18, 2026

5. PUBLIC COMMENT: None

6. ADJOURNMENT:

Having no further discussions, the meeting was adjourned at 6:45 PM.

Adopted and approved _____ day of _____ 2025.

Lockwood Wernet Chairman

Kim Montgomery Deputy City Clerk

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**MINUTES OF THE
HARBOR AND WATERWAYS BOARD MEETING
DESTIN CITY HALL ANNEX
JANUARY 22, 2026 - 5:30 P.M.**

1. CALL TO ORDER:

Chairman Pro Tem Tadlock called the meeting of the Thursday, January 22, 2026, Destin Harbor and Waterways Board meeting to at approximately 5:30 p.m., at Destin City Hall Annex, with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present:

Guy Tadlock
Jerrod Hayden
Bill McKissick
Ryan Holloway

Members Absent:

John Stephens
Capt. Jim Green

Staff:

Rey Bailey City Clerk
Jesse Hernandez Senior Planner
Sherry Burney Planner
Kyle Bauman Special Projects Attorney

3. AGENDA APPROVAL:

Chairman Pro Tem Tadlock announced if there are no changes to the agenda, it is approved.

4. APPROVAL OF MINUTES:

➤ **November 10, 2025**

Motion by Board member McKissick, seconded by Committee member Hayden to approve the November 10, 2025 minutes as written, the motion passed

5. CURRENT BUSINESS:

➤ **619 Choctaw Drive — Residential Marine Construction (PC-205-27)**

- Senior Planner Jesse Hernandez presented the project request to the members.
 - Construction of approximately 130 linear feet of seawall.
 - Correction noted on slide: 80 square feet of new marginal dock was referenced, then later described as 80 feet long by 6 feet wide.
- Site plan orientation discussed:
 - Canal identified on the north-facing side (as oriented on plans).
 - Proposed marginal dock and new seawall shown along canal edge.
- Property context:
 - Located on Holiday Isle on Choctaw Drive.
 - Parcel described as currently vacant, with plans to construct a residence in the near future, as required.
- Board questioned whether the dwelling was part of what was being approved.
 - Staff confirmed: Only the marine portion was before the Board for approval; dwelling shown on plans was not part of HB action.

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- Discussion referenced plan elements including:
 - Seawall alignment following the property line.
 - Two (2) 25-foot wing walls (one each side) were discussed and pointed out on plan sheets (Chair referenced “page five next”/plan sheet location).
 - Dock width discussion:
 - Representative noted the plan reflects 5-foot and 6-foot references due to Holiday Isle measurement conventions (“technically six foot to the outside”).
 - Chair summarized the deck as roughly 5.5 feet.
 - Representative characterized the seawall as “straightforward,” marginal dock along seawall, and described it as not attached (as stated in discussion).

Public Comment / Applicant/Contractor Comment:

- Mr. Scott Shackley (W.F. Davis) spoke briefly, confirming:
 - The dock is a marginal dock along the seawall.
 - Explained the 5’ vs. 6’ depiction due to Holiday Isle convention; stated effective deck width around 5.5’.

Motion by Board member Hayden, with Board member Holloway providing the second, the members voted 5-0 to recommend City Council approve the proposed residential marine construction project located at 619 Choctaw Drive to construct approximately 130 LF of new vinyl seawall, a new marginal dock measuring 80 feet long by 6 feet wide, with conditions:

- **All applicable federal and state approvals shall be submitted with the Marine Construction Permit Application; and**
- **All regulations of the City’s Marine Siting LDC Section 11.05.00 shall be followed at all times.**

➤ **Quarterly Water Quality Update**

Mr. Hernandez provided the quarterly update based on Florida Health Department information they provided the city with.

- Results were characterized as within the good range, which is pretty common for this time of year.
- The particulate numbers were included in the packet.
- The Florida Health Department evaluates those particulate quantities.
- Nothing out of the ordinary; “pretty typical” for that time of year.
- The harbor pump has been off since late October (approximate timing stated).

- With Mr. Stephens being knowledgeable, it was suggested for both Mr. Burgess and Mr. Stephens possibly provide an update and baseline for water quality overview for the coming year.

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➤ **Navigational Improvements Update:**

Mr. Hernandez explained that because of the letter that was sent to Congressman Petronis, the U.S. Coast Guard will be replacing channel markers.

- Coast Guard confirmed they will replace channel markers “3 and 4.”
- January 13, 2026: For the time being, the channel has been marked with lights at the entry a temporary measure, and staff will ensure they will not be the only solution. He did note that the Coast Guard appears to be moving faster than usual and is already working through manufacturing/installation steps for the replacement.

Board member McKissick questioned the location of where markers 3 and 4 are and it was relayed that they are the first two, once entering the jetties. He then asked whether the Coast Guard would add lights to other channel markers beyond the jetties. According to Mr. Hernandez, to staff’s knowledge, only the two repair/replacements described are planned at this time.

➤ **Norriego Point Property Update (State Purchase / County Management)**

Board member McKissick requested an update on the property purchased at Norriego Point, asking:

- Whether it was purchased by the State (noted as “Florida Forever program”) and the purchase has been finalized the deal is now closed.
- Who manages it (noted as County managing/caretaker role).
- What role/say the City of Destin has in the project.
- According to Mr. Bauman
 - When the property was purchased by the State, through Florida Forever, the seller nominated a caretaker.
 - The County was nominated and agreed to assume caretaker role and intended to take a lease from the State.
 - As of this meeting date, Mr. Bauman stated there has been no lease entered, to his knowledge, the process is ongoing, and currently it is in a holding pattern and any major decisions have not been made.
 - It was suggested for the members could look to watch the last Council meeting and the County Commission meeting held last Tuesday.

6. ADJOURNMENT:

With there being no further discussion, the meeting adjourned at 5:50 p.m.

Adopted and approved this _____ day of _____ 2026.

Jim Green, Chairman

Kim Montgomery, Deputy City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 17, 2026
TYPE OF AGENDA ITEM: Announcement
AGENDA OUTLINE NUMBER: 4.J.

TO: City Council

THRU:

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

DATE: February 12, 2026

SUBJECT: 446 Calhoun Avenue Update

I. BACKGROUND:

II. DISCUSSION: The City Manager and City Attorney will provide an update to the City Council regarding the status of negotiations for potential purchase of the property adjacent to the City's Threadgill Park. The Seller, who purchased the property for \$400,000 last October, has indicated that the parties have reached Seller's "best and final" at \$450,000, and that the condition for rezoning the property to Recreation prior to closing is acceptable to Seller. The Seller has indicated that improvements have been made to the property so that it can be rented out, and that they are unable to take less than \$450k.

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

III. CONCLUSION: The City Manager and City Attorney are requesting direction from the City Council as to whether to accept Seller's best and final.

IV. RECOMMENDED MOTION: I move to authorize the City Manager and City Attorney to prepare a contract for the purchase of 446 Calhoun for a purchase price of \$_____, on the condition that the property's Future Land Use and Zoning be changed to Recreation prior to closing, with permission of the Seller/Property Owner.

OR

Direct the City Manager and City Attorney to cease negotiations.

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 17, 2026
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.A.

TO: City Council

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

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

DATE: January 26, 2026

SUBJECT: Second reading of Ordinance 26-05-LC - Amending Article 8, "Transportation" of the Land Development Code; amending Section 8.06.00, "Vehicle and Parking Standard" and Section 8.09.00, "Multimodal Transportation District"; deleting multimodal Transportation District (MMTD) and replacing with "Parking Standards for Commercial Mixed-Use, Multifamily and Transit Oriented Development"; amending and removing parking reduction options; removing on-site parking maximums; removing alternative parking options as set forth herein; deleting Map 8-4 "Multimodal Transportation District Map."

I. BACKGROUND: On December 1, 2025, City Council requested an amendment to the Land Development Code removing certain provisions for parking reductions within the city limits.

II. DISCUSSION: Parking and traffic congestion have long presented challenges within the City of Destin due to its physical constraints and those of the surrounding unincorporated county areas. These impacts are most pronounced along the U.S. Highway 98/Harbor Boulevard corridor, where continued growth in non-residential development has intensified parking demand. As development increases and attracts additional visitors, these challenges are increased.

Under the current Land Development Code (LDC), parking reduction provisions and shared parking agreements have allowed developers and property owners to reduce the amount of required on-site parking. Specifically, non-residential properties located within the Old Destin Multi-Modal Transportation District (MMTD) are automatically eligible for a 20 percent parking reduction. In addition, developers may request further reductions by submitting a parking analysis demonstrating factors such as "internal capture" or overlapping uses with non-concurrent operating hours. While intended to provide flexibility, these provisions have created

enforcement challenges for staff and have contributed to ongoing parking deficiencies. These challenges are further compounded by the frequent turnover and change in land uses, which can significantly alter parking demand over time.

In response to these identified issues and pursuant to City Council’s direction to remove parking reduction provisions, staff recommends the following amendments to Article 8 – Transportation of the Land Development Code. The proposed ordinance language is provided in Exhibit A.

Section 8.06.02

Add language requiring all development to provide parking for each individual use.

Section 8.06.10.A

Remove the reference to “non-MMTD parking standards” and apply these provisions citywide to ensure uniform parking requirements throughout the City. This amendment, in conjunction with the proposed changes to *Sections 8.06.10.B & 8.06.12.D.*, eliminates the automatic 20 percent parking reduction currently permitted within the MMTD.

Section 8.06.10.B

Delete, in its entirety, this section which contains the MMTD parking reduction provisions and establishes maximum parking limits within the district. Removal would eliminate both the reduction and the parking maximum.

Section 8.06.12(A), (B), (C), and (D)

These subsections contain the current parking reduction allowances within the LDC. subsection (A) permits shared parking for mixed-use or joint-use developments; subsection (B) allows reductions based on a low percentage of leasable floor area for certain areas; subsection (C) allows parking reductions for the preservation of protected trees; and subsection (D) permits parking reductions within the MMTD through shared parking, internal capture, and the automatic 20 percent reduction. Staff, at the direction of City Council, recommends removing subsection (B) and (C) in their entirety; amending subsection (A) to allow City Council to approve shared parking for mixed and joint use on a case-by-case basis; and moving the language regarding shared parking agreements (currently subsection D) to be subsection (B), which will allow off-site shared parking agreements if approved by City Council on a case-by-case basis and recorded via a major development order or deviation, if applicable. (language specific to shared parking reduction in the MMTD will be removed as these reductions will apply to the City in its entirety, so long as they are approved by City Council).

Sections 8.09.00, 8.09.01, and 8.09.02

Remove references to the MMTD and revise these sections to apply to Commercial, Mixed-Use, Multifamily, and Transit-Oriented Development citywide. These provisions would apply to all development types except single-family and institutional uses.

Section 8.09.03.A.4.c

Delete this subsection to remove parking maximum limitations currently applicable within the MMTD.

Section 8.09.03.A.5

This subsection contains alternative parking provisions that reference *Section 8.06.12.* Accordingly, this subsection should also be deleted.

Sections 8.09.03.B.2 and 8.09.03.B.3

Delete these subsections, as they address parking alternatives and reduction allowances specific to the Crystal Beach Multi-Modal Transportation District.

A. Link to Strategic Goals / Objectives: #3. Improve mobility and connectivity

#4. Enhanced quality of life and safety for families

#6. Effective, efficient, and aesthetically pleasing infrastructure

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

C. Level of Service (LOS): Will increase on-site parking availability.

D. Legislative Sponsor: City Council on Dec. 1, 2025

E. Business Impact Statement: In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance: Ord. 26-05-LC proposes amendments to Article 8 - *Transportation*, specifically *Section 8.06.00 and 8.09.00* to remove certain parking reductions allowed in the Multimodal Transportation District and shared parking agreements to help mitigate the increased traffic and parking demand due to non-residential development.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City: There is no expected direct economic impact of the proposed ordinance on private, for-profit businesses that currently exist or have been approved for development, within the City of Destin. New non-residential development will be affected by having to provide the appropriate amount of parking on site per the uses allowed in any proposed development.

3. Estimate of direct compliance costs that businesses may reasonably incur: There is no direct compliance costs related with the adoption of this proposed ordinance.

4. Any new charge or fee imposed by the proposed ordinance: There are no new fees imposed by the adoption of this proposed ordinance.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs: There is no regulatory cost associated with the adoption of this proposed ordinance.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: Any new business in Destin, or businesses that expand their operations that require more parking in the future will be regulated by the proposed ordinance as well as any amendments to the Land Development Code.

III. CONCLUSION: To mitigate the impacts from non-residential development on parking and traffic, staff is recommending the amendments, as presented, to the current LDC Article 8 -

Transportation. These amendments will simplify parking requirements and would allow only City Council to approve any proposed shared parking agreements. The approved amendments will also be included in Draft Article 6 - General Development Regulations, of the ongoing Land Development Code rewrite.

At the Local Planning Agency (LPA) meeting, held on Thursday, January 22, 2026, the LPA unanimously recommended City Council approve Ordinance 26-05-LC.

IV. RECOMMENDED MOTION: I move to approve Ord. 26-05-LC on first reading.

Attachments:

1. 1. Ord. 26-05-LC
Parking Reduction
Revisions

ORDINANCE NO. 26-05-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING ARTICLE 8, “TRANSPORTATION”, OF THE LAND DEVELOPMENT CODE; AMENDING SECTION 8.06.00 “VEHICLE AND PARKING STANDARDS” AND SECTION 8.09.00 “MULTIMODAL TRANSPORTATION DISTRICT”; DELETING MULTIMODAL TRANSPORTATION DISTRICT (MMTD) AND REPLACING WITH “PARKING STANDARDS FOR COMMERCIAL MIXED-USE, MULTIFAMILY AND TRANSIT ORIENTED DEVELOPMENT”; AMENDING AND REMOVING PARKING REDUCTION OPTIONS; REMOVING ON-SITE PARKING MAXIMUMS; REMOVING ALTERNATIVE PARKING OPTIONS AS SET FORTH HEREIN; DELETING MAP 8-4 MULTIMODAL TRANSPORTATION DISTRICT MAP”; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section 1.01 (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, Chapter 163, Part II, of Florida Statutes, entitled the Community Planning Act ("Act"), empowers and requires the City Council to plan for the City’s future development and growth and to adopt and amend its Land Development Code, or elements of portions thereof, to guide the future growth and development of the City; and

WHEREAS, a comprehensive review of the entire Land Development Code has not taken place in some time; and

WHEREAS, the City Council has a goal of updating the Land Development Code to promote consistency with the latest state and federal laws, as well as best practices for land development in Florida; and

WHEREAS, the City Council has undertaken an effort to rewrite portions of its Land Development Code (“LDC”) to improve usability, implement missing elements of the

Comprehensive Plan, and modernize development standards; and

WHEREAS, the City Council desires to clean up items in the LDC related to inconsistencies in the existing code, problems identified in the course of everyday implementation, or items that were missing or outdated due to changes in the City's practices or development typologies; and

WHEREAS, the City Council endeavors to modernize the LDC by addressing items that will result in structural improvements to the LDC or areas where best practices have changed significantly since the relevant regulations were last updated; and

WHEREAS, the City Council desires to improve areas of development and land use that are insufficiently addressed by the current code; and

WHEREAS, the City Council desires to maintain the quality of life for City residents by protecting environmental resources, protecting existing neighborhoods, and protecting wildlife areas and natural amenities; and

WHEREAS, the City Council seeks to discourage sprawl development and provide guidance for infill development; and

WHEREAS, this Ordinance 26-05-LC modifies and updates provisions of Article 8, of the City Land Development Code relating to parking; and

WHEREAS, the City Council desires to efficiently and effectively regulate parking standards in a manner that balances the public health safety and welfare with land owners' private property rights; and

WHEREAS, the City Council has determined that the regulation of parking is necessary to protect the public welfare; and

WHEREAS, the City Council recognizes that the City of Destin is severely deficient in available parking throughout the City; and

WHEREAS, the City Council has determined that due to such existing parking deficiencies that are harmful to the public health, safety and welfare, existing regulations relating to parking are no longer viable, including regulations setting forth parking reductions and parking maximums and other regulations as set forth more specifically in this Ordinance 26-05-LC; and

WHEREAS, the Local Planning Agency held a public hearing, with all required public notice on January 22, 2026, for the purpose of providing recommendations to the City Council with regard to this Ordinance amending the Land development Code and recommended that the City Council adopt the Ordinance amending the Land Development Code; and

WHEREAS, a public hearing has been conducted by the City Council after due public notice.

WHEREAS, the City Council desires to provide for the health, safety and welfare of its citizens by modernizing and simplifying the LDC; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

NOTE: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, underline language is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol * represents sections of the Land Development Code that have been skipped and remain unchanged.**

SECTION 3. Article 8 - Transportation

Section 8.06.00. - Vehicle and bicycle parking standards.

8.06.02. *Parking facilities required for all development.* Parking facilities shall be provided for all development and individual uses within a development within the City pursuant to the requirements of this code. The facilities shall be maintained as long as the use exists that the facilities were designed to serve. Only vehicles in operating condition shall occupy such spaces. Automotive vehicles, without current license plates, shall not be parked or stored on any residentially zoned property other than in enclosed buildings. It shall be unlawful for any owner or operator of any building or land use affected by the code to cause or permit the discontinuance or reduction of required parking without the establishment of alternative parking facilities which meet the requirements of and are in compliance with this article and approved by the City Manager or his or her designee. Handicapped parking spaces are required and shall be consistent with the requirements of F.S. § 553.5041.

8.06.10. *Number of vehicle and bicycle parking spaces required.*

- A. ~~Non-MMTD~~ Parking standards. For all those lots or parcels located outside of the Multimodal Transportation District (MMTD) within the City, the number of vehicle parking spaces required shall be equal to at least the minimum requirements for the specific use or

uses, which may have multiple applications to a particular parcel, as set forth in Table 8-6: Number of vehicle and bicycle parking spaces required. It is important to note that bicycle parking spaces are not required for those developments located outside of the boundaries of the MMTD as indicated on Map 8-4: Multimodal Transportation District Map.

- B. ~~MMTD parking standards. Within the Old Destin MMTD sub-area, the number of vehicle parking spaces provided on-site shall not exceed the maximums and shall not be less than 80 percent of the minimums indicated in Table 8-6: Number of vehicle and bicycle parking spaces required, for the specific use or uses. Outside of the Old Destin MMTD sub-area, the number of vehicle parking spaces required shall be equal to at least the minimum requirements as listed in Table 8-6 for the specific use or uses, which may have multiple applications to a particular parcel. Within both the Old Destin and Crystal Beach MMTD sub-areas, bicycle parking spaces are required. The number of required bicycle parking spaces shall be equal to at least the minimum requirements indicated in Table 8-6 for the specific use or uses.~~

8.06.12. *Reduction of the required number of vehicle parking spaces.* The following options may be used to reduce the number of required vehicle parking spaces for a development:

- A. ~~Reduction for mixed or joint use of vehicle parking spaces. The city manager or his or her designee shall~~ City Council may authorize a reduction in the total number of required vehicle parking spaces for two or more uses jointly providing on-site parking when their respective hours of need of maximum parking do not normally overlap. Reduction of parking requirements because of joint use ~~shall~~ may be approved if the following conditions are met:
1. The developer submits sufficient data to demonstrate that hours of maximum demand for parking at the respective uses do not normally overlap.
 2. The developer submits a legal agreement, in which the city shall be a party with enforcement authority, approved by the City Attorney guaranteeing the joint use of the on-site parking spaces signed by all property owners involved as long as the uses requiring parking are in existence and there is not a conflict of traffic between the uses that would result in a violation of the minimum standards of this Article or until the required parking is provided elsewhere in accordance with the provisions of this Article. The agreement shall include provisions for maintenance of the parking facility. The agreement shall contain covenants running with the lands of both the dominant and subordinate parcels.
- B. Off-site shared parking. A reduction in the number of required on-site parking spaces may be approved by City Council when shared parking is provided by a separate, neighboring development through a shared parking agreement. A shared parking analysis shall be submitted in accordance with the standards in 8.06.12.A and must demonstrate that the shared parking spaces on the neighboring site will be available during the times during which the parking demand is in excess of the on-site parking supply. Direct and continuous sidewalks

and crosswalks shall be constructed between the off-site shared parking area and a primary on-site building entrance.

Any shared parking agreement must be submitted, reviewed and approved by the City prior to the approval of the development order application. Said shared parking agreement shall be detailed within an approved development order and recorded in the public records of Okaloosa County, Florida, prior to the issuance of any building permit. Additionally, the shared parking agreement cannot be considered null and void until the property owner who needs the parking has secured required parking either on his/her site or an alternative site, which must be subject to a new shared parking agreement. The parking accessway agreement shall be deemed a covenant running with the land and shall at a minimum contain the following provisions:

a. A detailed site plan which at a minimum shall consist of the following: property boundary lines, adjacent right-of-way, the shared parking area and the number of spaces that will be provided to the applicant, adjacent improvements, sidewalks, landscaped areas, drainage swales.

b. A written statement indicating who is entitled to use and who is responsible for maintenance of the shared parking.

c. A statement from each of the owners of the property who are parties to this agreement, president, in the case of a corporation, or managing member, in the case of a limited liability company, indicating their understanding that they will be committing a penal offense to cause or permit such shared parking area to become inoperable by either party either through the erection of a physical barrier, neglecting maintenance for said area or other means.

d. A statement from each of the owners of the property who are parties to this agreement, president, in the case of a corporation, or managing member, in the case of a limited liability company, indicating their understanding that the shared parking agreement is a covenant running with the land and that it cannot be amended without the consent of the City.

- B. Reduction for low percentage of leasable space. The requirements of Section 8.06.12 of this part assume an average percentage of gross leasable building to total gross building area (approximately 85 percent). If a use has a much lower percentage of leasable space because of cafeterias, athletic facilities or covered patios; multiple stairways and elevator shafts; atriums; conversion of historic residential structures to commercial use; or for other reasons; the City Manager or his or her designee may reduce the vehicle parking requirements if the following conditions are met:
1. The developer submits a detailed floor plan describing how all of the floor area in the building will be used.

2. ~~The developer agrees in writing that the usage of the square footage identified as not leasable shall remain as identified; unless and until additional parking is provided to meet this Article.~~

C. ~~Reduction for preservation of protected trees. The city manager or his or her designee shall authorize a reduction in the total number of required vehicle parking spaces for the preservation of protected trees provided the applicant meets the following provisions:~~

1. ~~The preservation of a protected tree with a trunk of 12 inches in diameter or greater.~~

2. ~~The reduction in the total number of required vehicle parking spaces will prevent the removal of a protected tree that is located within the area of the site designated as a vehicular use area. The following reduction schedule listed in Table 8-7: Vehicle parking space reduction schedule for preservation of protected trees shall apply:~~

TABLE 8-7: VEHICLE PARKING SPACE REDUCTION SCHEDULE FOR PRESERVATION OF PROTECTED TREES	
Number of Required Vehicle Parking Spaces	Reduction of Required Vehicle Parking Spaces Allowable
1-4	0
5-9	1
10-19	2
20 or above	10% of total number of spaces (total reduction regardless of number of trees preserved)

3. ~~The actual reduction in the total number of vehicle parking spaces shall be the minimum number of spaces needed to preserve the protected tree(s). Should the protected tree(s) die, then the property owner shall be required to replant a new tree(s) or the planting area shall be converted to a parking area.~~

4. ~~The parking area reduction used for the preservation of protected trees shall not be counted as part of the minimum required open space indicated in Section 12.04.02.~~

D. ~~Multimodal Transportation District (MMTD) parking reduction options. The following options for the reduction of the required number of vehicle parking spaces are available to those properties located within the MMTD:~~

1. ~~Reduction for Old Destin MMTD sub-area. Within the Old Destin MMTD sub-area, the number of vehicle parking spaces provided on-site may be reduced to 80 percent of the maximums indicated in Table 8-6: Number of vehicle and bicycle parking spaces required for the specific use or uses. Properties located outside of the Old Destin MMTD sub-area cannot take advantage of this provision.~~

2. ~~Off-site shared parking. A reduction in the number of required on-site parking spaces shall be allowed when shared parking is provided by a separate, neighboring development through a~~

~~shared parking agreement. A shared parking analysis shall be submitted in accordance with the standards in 8.06.12 and must demonstrate that the shared parking spaces on the neighboring site will be available during the times during which the parking demand is in excess of the on-site parking supply. Direct and continuous sidewalks and crosswalks shall be constructed between the off-site shared parking area and a primary on-site building entrance.~~

~~The applicant shall enter into a shared parking agreement with the owner(s) of the adjacent parcel(s) prior to the approval of the development order application. The shared parking agreement must be submitted, reviewed and approved by the City prior to the approval of the development order application. Said shared parking agreement shall be recorded in the public records of Okaloosa County, Florida, prior to the issuance of any building permit. Additionally, the shared parking agreement cannot be considered null and void until the property owner who needs the parking has secured required parking either on his/her site or an alternative site, which must be subject to a new shared parking agreement. The parking accessway agreement shall be deemed a covenant running with the land and shall at a minimum contain the following provisions:~~

- ~~a. A detailed site plan which at a minimum shall consist of the following: property boundary lines, adjacent right-of-way, the shared parking area and the number of spaces that will be provided to the applicant, adjacent improvements, sidewalks, landscaped areas, drainage swales.~~
 - ~~b. A written statement indicating who is entitled to use and maintenance of the shared parking.~~
 - ~~c. A statement from each of the owners of the property who are parties to this agreement, president, in the case of a corporation, or managing member, in the case of a limited liability company, indicating their understanding that they will be committing a penal offense to cause or permit such shared parking area to become inoperable by either party either through the erection of a physical barrier, neglecting maintenance for said area or other means.~~
 - ~~d. A statement from each of the owners of the property who are parties to this agreement, president, in the case of a corporation, or managing member, in the case of a limited liability company, indicating their understanding that the shared parking agreement is a covenant running with the land and that it cannot be amended without the consent of the City.~~
- ~~3. On-site parking reduction for providing on-street parking spaces within the public right-of-way. On-site parking may be reduced by the number of public on-street parking spaces located adjacent to the property. Public on-street parking spaces may be existing on-street parking spaces or proposed on-street parking spaces to be constructed by the applicant in accordance with the regulations in Section 8.06.04.D. In order for an on-street parking space to be counted against the parking requirement for a development, said on-street parking space shall be located on the same side of the street as the development in question and be directly adjacent~~

~~to the property line of said development. Additionally, the applicant shall be required to provide landscape islands at each end of the existing or proposed on-street parking area. All landscape islands shall be in accordance with the landscaping requirements set forth in Section 12.04.04. If the applicant proposes to build public on-street parking spaces, such parking spaces shall be constructed and accepted by the City prior to the issuance of any certificate of occupancy or completion. For approval of the on-street parking reduction, the applicant shall submit an analysis indicating the number of on-street parking spaces that can reasonably meet the needs of on-site uses.~~

- ~~4. In-lieu parking fees. Within designated special parking districts (refer to Section 8.06.13) an applicant shall be required to contribute fees, as established by the City Council, in lieu of providing dedicated on- or off site parking spaces. For properties whose primary building entrance is located within 600 feet from an existing or proposed City parking facility, a minimum of 30 percent and maximum of 50 percent of the required nonresidential parking may be provided at the City parking facility by paying the in-lieu parking fees. For properties whose primary building entrance is located greater than 600 feet but less than 1,200 feet away from an existing or proposed City parking facility, a minimum of 15 percent and a maximum of 25 percent of required nonresidential parking may be provided at the City parking facility by paying the in-lieu parking fees. For properties whose primary building entrance is located greater than 1,200 feet away from an existing or proposed City parking facility, in-lieu parking fees are not an option. The distance requirements of this subsection shall be measured from the primary building entrance of the subject property to property line of the City parking facility. Sidewalks and crosswalks shall be required to connect between the primary building entrances and the parking facility. Residential uses cannot use in-lieu parking fees for required on-site parking.~~
- ~~5. Substitution of vehicle parking with bike parking. New and pre-existing developments may convert up to ten percent of the total vehicle parking spaces to unrequired additional bicycle parking, as long as the spaces are conveniently located near a building entrance. Converted vehicle parking spaces must yield at least six bicycle parking spaces per vehicle parking space. The bicycle parking spaces that are created as a result of converted vehicle parking spaces must also be in compliance with the provisions stated in section 8.06.04(C)(4) and (F).~~
- ~~6. Substitution of required vehicle parking spaces with boat parking spaces. New and pre-existing developments may substitute up to 15 percent of the total required vehicle parking spaces for nonresidential uses for boat parking spaces, as long as the spaces are located in the submerged land lease area associated with the upland property in question. Said boat parking spaces must have signage that clearly indicates they are open to the public, but that overnight docking is prohibited. Residential uses do not qualify for this substitution of required vehicle parking spaces.~~
- ~~7. Reduction for Crystal Beach MMTD Sub-area. Within the Crystal Beach sub-area, the number of vehicle parking spaces provided on site may be reduced to 80 percent of the spaces required in Table 8-6 ("Number of vehicle and bicycle parking spaces required"), by contributing a fee~~

~~of \$20,000.00 for the reduction of every required ten vehicle parking spaces or fraction thereof. Said fee shall be used to make improvements to the City's transit system in the Crystal Beach sub-area first and if no improvements can be made in this sub-area, funds shall be used in the Old Destin sub-area.~~

~~***~~

~~8.09.00. --Multimodal transportation district. Commercial, Mixed-Use, Multifamily, and Transit Oriented Development.~~

~~8.09.01. Purpose and intent. The purpose of these standards is to encourage a mix of land uses, support transportation options, and promote pedestrian-oriented site and building design consistent with Comprehensive Plan Objective 2-1.3. All commercial, mixed-use, and multifamily developments ~~in the multimodal transportation district (MMTD)~~ are required to contribute to the bicycle, pedestrian and transit network in order to minimize vehicle trips and provide options for travel.~~

~~8.09.02. Applicability. This section shall apply to all commercial, mixed-use, and multifamily development located within the MMTD, as designated on Map 8-4: Multimodal Transportation District Map of the Land Development Code. Map 8-4 delineates the overall boundary of the MMTD as well as the boundaries of the two sub-areas, Old Destin and Crystal Beach.~~

~~8.09.03. Multimodal Transportation District Design Standards. All proposed non-residential development located in the MMTD must demonstrate adherence to the following standards.~~

~~A. Old Destin MMTD sub-area—Mixed-use, nonresidential, and multifamily residential. All mixed-use, nonresidential, and multifamily residential development located within the Old Destin MMTD sub-area, shall be subject to the following standards.~~

~~***~~

~~4. On-site parking.~~

~~***~~

~~c. On-site parking maximum. Providing parking in excess of the standards indicated in Section 8.06.10 Number of vehicle and bicycle parking spaces required of this Code is not permitted. The parking standards listed in Section 8.06.10 are considered parking maximums and not the minimum parking required. Parking minimums are eliminated within the Old Destin MMTD sub-area.~~

~~***~~

~~5. Alternative parking options.~~

~~a. Reduction for the required number of parking spaces. For a reduction in the number of required on-site parking spaces, refer to the standards indicated in Section 8.06.12, Reduction for the required number of parking spaces.~~

B. *Crystal Beach MMTD-sub-area—Mixed-use, nonresidential, and multifamily residential.* All mixed-use, nonresidential, and multifamily residential development located within the Crystal Beach MMTDsub-area shall be subject to the following standards:

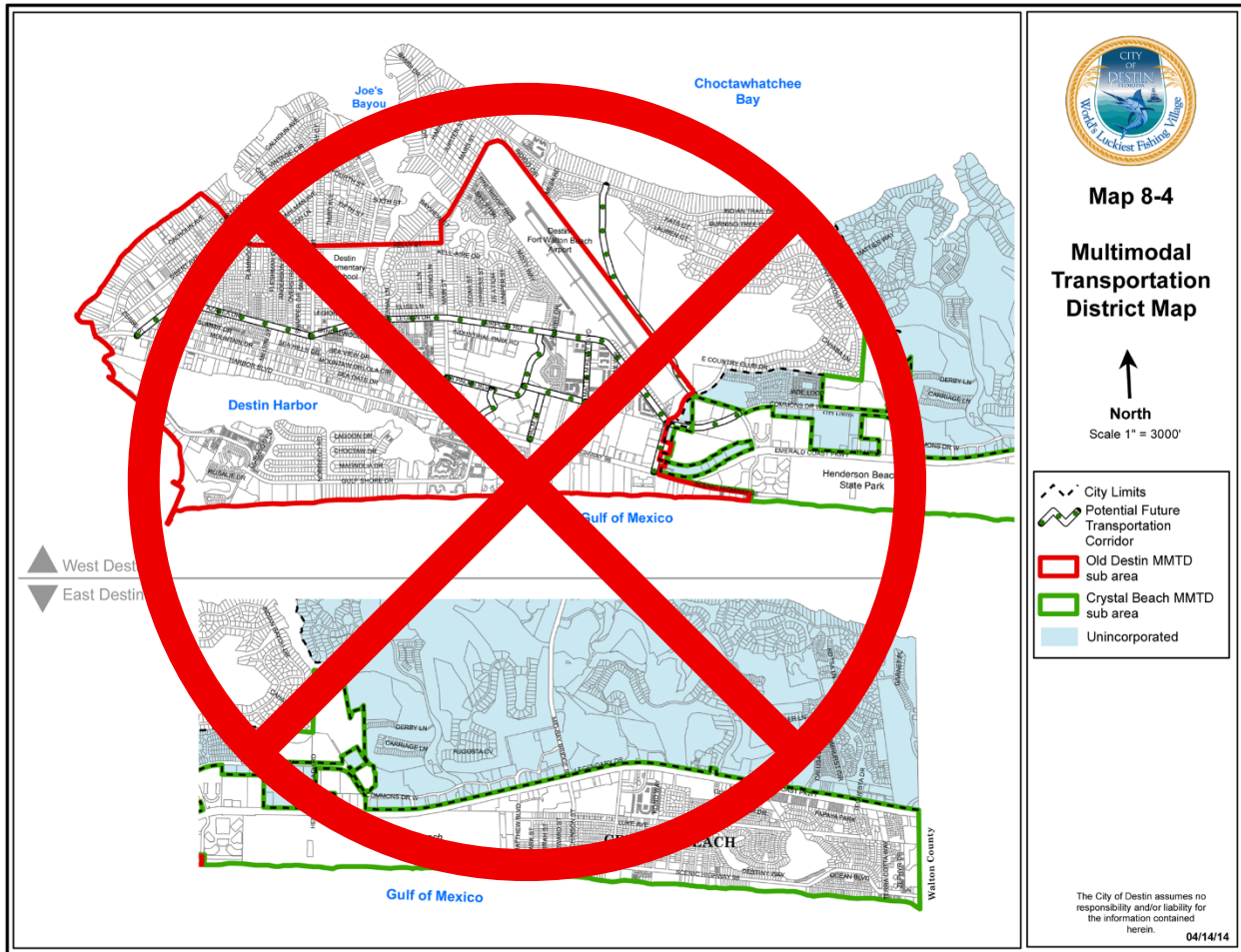
2. *On-site parking.*

~~e. On-site parking maximum. Providing parking in excess of the standards indicated in Section 8.06.10 Number of vehicle and bicycle parking spaces required of this Code is permitted. The parking standards listed in Section 8.06.10 are considered the minimum parking required and not parking maximums. Parking maximums do not apply to the Crystal Beach MMTD sub-area.~~

~~3. Alternative parking options.~~

~~a. Reduction for the required number of parking spaces. For a reduction in the number of required on-site parking spaces, refer to the standards indicated in Section 8.06.12 Reduction for the required number of parking spaces.~~

SECTION 4. Map 8-4 “Multimodal Transportation District Map” is deleted in its entirety and removed from the Land Development Code.



SECTION 5. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 6. CONFLICTING PROVISIONS. City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 7. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall

not affect the validity of the remaining portions thereof.

SECTION 8. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

**ADOPTED THIS ____ DAY OF _____,
2026.**

By: _____
Bobby Wagner, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney for the City of Destin, only.

Kimberly Romano Kopp, City Attorney

Rey Bailey, City Clerk

First Reading: January 5, 2026
Second Reading: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 17, 2026
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.B.

TO: City Council

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

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

DATE: February 11, 2026

SUBJECT: First reading of Ordinance 25-28-LC - Amending Table 7-2 of the Land Development Code - "Table of Allowable Uses" to add coffee and tea manufacturing as a conditional use within the Industrial zoning district.

I. BACKGROUND:

On November 7, 2025, staff received an application for a Land Development Code (LDC) Text Amendment. The applicant, Webb Rouse of Perfect Cupp, LLC, is requesting to add the use of "Coffee and Tea Manufacturing" (NAIC 311920) to ***LDC Article 7, Table 7-2: Table of Allowable Uses*** as a permitted use within the Industrial (IN) zoning district. ***Please note that while this is an applicant-initiated text amendment, the amendment would modify the list of permitted, conditional and prohibited uses in the zoning district, and therefore approval of this Ordinance would be zoning-district wide.***

The applicant provided the following statement of intent with the application submittal:

"Perfect Cupp, LLC is going to provide toll roasting and private labeling services to the coffee industry. It has been determined that coffee roasting and related coffee processing/packaging services are not called out specifically in the Destin land use record. Based on Perfect Cupp's strong desire to establish the business in our community we are submitting this request to add the land use (Currently understood as NAICS 311) to our existing facility with accommodations for expansion based on growth forecasts."

II. DISCUSSION:

The purpose and intent of the Industrial (IN) Zoning District is outlined ***LDC Section 7.12.06.X***, which provides the following:

“The Industrial zoning district is intended to provide the city with strategically located sites, principally within the southeast quadrant of Main street and Airport road, designed to accommodate arrangements of industrial and limited commercial development types. It is the intent of the IN zoning district to specifically not allow permanent or seasonal residential uses, except for residences for night watchmen or custodians whose presence on industrial sites is necessary for security.”

The purpose and intent are derived from ***Future Land Use Element Policy 1-2.5.1*** of the ***Comprehensive Plan***. This policy further articulates that industrial uses include:

“Manufacturing, assembling and distribution activities; warehousing and storage activities; general commercial activities, and other similar land uses that shall be regulated through appropriate LDC procedures and substantive Policy. Potentially harmful environmental impacts shall be mitigated prior to development approval. These uses typically generate heavy truck traffic, require significant acreage, are difficult to screen and buffer from residential areas, and therefore, should be located in more sparsely developed unincorporated areas.”

Additionally, the Comprehensive Plan states:

*“The City shall work with industrial interest groups to pursue selective industrial expansion as set forth herein in **Policy 1-1.4.3**.”*

Policy 1-1.4.3 provides the following:

“Selective Industrial Expansion Policy. *The City shall pursue a strategy of selective expansion of its industrial base. The City shall encourage industries that contribute optimally to the City's economy and that of the Emerald Coast. Highest priority shall be directed toward recruiting industries which:*

- 1. Generate high levels of employment together with higher than average wage and salaries.*
- 2. Promote an industrial mix to counterbalance the impact of cyclical economic changes.*
- 3. Produce services/products that complement the needs and resources of existing industry within the City and the region.*
- 4. Provide industry and service activities required to support and attract prime industrial land uses which are compatible with the City's growth management and resource conservation goals, objectives and Policies.*
- 5. Contribute net revenue to the City of Destin and thus enhance the fiscal capacity of the City.*
- 6. Do not adversely impact the City's natural resources, including groundwater quality; preservation of air quality; infrastructure; and public facility improvement needs.”*

Based on the Comprehensive Plan, Staff has determined that coffee and tea manufacturing meets the purpose and intent of the Industrial zoning district as outlined in both the LDC and the Comprehensive Plan. Furthermore, allowing coffee and tea manufacturing would align with many facets of the intent of “Selective Industrial Expansion” as articulated in ***Comprehensive***

Plan Policy 1-1.4.3.

While the amendment request offers several opportunities and benefits, Staff has identified a number of moderate concerns. Coffee and tea manufacturing, depending on the filtration systems used, can produce emissions and strong odors that may be unsettling or bothersome to individuals.

For this reason, Staff recommends adding “Coffee and Tea Manufacturing” to ***LDC Article 7, Table 7-2: Table of Allowable Uses*** as a “conditional use” rather than a “permitted use.” Given the proximity of certain parcels within the Industrial zoning district to residential areas, Staff believes that potential emissions and odors can be more effectively mitigated through the conditional use process outlined in ***LDC Section 7.12.10***. This process will allow the Local Planning Agency and City Council to review and approve each coffee or tea manufacturing proposal on a case-by-case basis, ensuring that applicants provide adequate site plans and appropriate mitigation measures to minimize adverse impacts on surrounding residential districts.

A. Link to Strategic Goals / Objectives: III. Economic Development and Revitalization

B. Effect on Budget (EOB): None.

C. Level of Service (LOS): None.

D. Legislative Sponsor: Applicant Initiated

E. Business Impact Statement:

1. Summary of proposed Ordinance 25-28-LC

An Ordinance amending Table 7-2 in the Land Development Code under Article 7 – Land Use, Type, Density, Intensity, Zoning and Regulatory Controls to include coffee and tea manufacturing as a conditional use within the Industrial Zoning District.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the city.

a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

None. Currently, coffee and tea manufacturing are not permitted within the City of Destin. This ordinance merely creates an opportunity for businesses to exercise this land use within the Industrial Zoning District as a conditional use.

b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

None. Currently, coffee and tea manufacturing are not permitted within the City of Destin. This ordinance merely creates an opportunity for businesses to exercise this land use within the Industrial Zoning District as a conditional use. The only fees for businesses would be startup costs for businesses attempting to enter the coffee and tea

manufacturing industry for the first time within Destin City Limits.

c. An estimate of the City’s regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

No new or additional regulatory costs will be incurred other than those required for a business tax receipt or change of use application as required by existing code.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

None. There are no existing coffee or tea manufacturing facilities existing within city limits.

4. Any additional information the board determines may be useful.

None.

III. CONCLUSION:

Staff recommends that the City Council approve the proposed LDC text amendment adding “Coffee and Tea Manufacturing” as a “conditional use” within the Industrial zoning district in *Table 7-2: Table of Allowable Uses of the Land Development Code*. This amendment is consistent with the adopted Comprehensive Plan, aligns with the purpose and intent of the Industrial zoning district, and supports “Selective Industrial Expansion” as outlined in *Comprehensive Plan Policy 1-1.4.3*.

Designating this activity as a “conditional use” will allow the City Council to evaluate each proposal individually and ensure that appropriate mitigation measures are implemented to minimize potential adverse impacts on nearby residential districts.

At the regularly scheduled LPA meeting on Thursday, January 22, 2026, the LPA unanimously recommended City Council approve ordinance 25-28-LC.

IV. RECOMMENDED MOTION:

I move that the City Council approve the proposed LDC Text Amendment adding “Coffee and Tea Manufacturing” as a “conditional use” within the Industrial zoning district in *Table 7-2: Table of Allowable Uses of the Land Development Code*.

ALTERNATIVE MOTION:

I move that the City Council approve/deny the LDC Text Amendment as proposed.

Attachments:

1. 2.11.26 revised ORD.
25-28-LC Table 7-2
Allowable Uses Coffee

ITEM # 2026-371

and Tea Manufacturing
(1)

ORDINANCE NO. 25-28-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA; AMENDING TABLE 7-2 OF THE LAND DEVELOPMENT CODE “TABLE OF ALLOWABLE USES” TO ADD COFFEE AND TEA MANUFACTURING (NAIC 311920) AS A CONDITIONAL USE WITHIN THE INDUSTRIAL ZONING DISTRICT; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section 1.01 (b) of the City Charter and Section 166.021, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, Chapter 163, Part II, of Florida Statutes, entitled the Community Planning Act ("Act"), empowers and requires the City Council to plan for the City’s future development and growth and to adopt and amend its Land Development Code, or elements of portions thereof, to guide the future growth and development of the City; and

WHEREAS, the City Council desires to add coffee and tea manufacturing as a permitted use in the Industrial zoning district to Table 7-2 “Table of Allowable Uses” in the Land Development Code; and

WHEREAS, City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens; and

WHEREAS, a public hearing has been conducted after due public notice by the Local Planning Agency and its recommendations reported to the City Council; and

WHEREAS, a public hearing has been conducted by the City Council after due public notice.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

NOTE: Language in section 3 of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, underline language is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol * represents sections of the Code of Ordinances that have been skipped and remain unchanged.**

SECTION 4. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number, or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ____ DAY OF _____, 2026.

By: _____
Bobby Wagner, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney, for the City of Destin, only.

Rey Bailey, City Clerk

Kimberly Romano Kopp, City Attorney

First Reading: _____

Second Reading: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 17, 2026
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 5.C.

TO: City Council

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

FROM: David Prichard, Community Development Director

DATE: February 11, 2026

SUBJECT: First reading of Ordinance 26-11-CC - Amending Section 14-86 relating to application to city council for reduction of existing code compliance liens.

I. BACKGROUND: The City of Destin is authorized under Chapter 162, Florida Statutes, to impose daily fines and liens on private property pursuant to the statutory process for code enforcement. The City Council additionally set forth a process in its City Code of Ordinances to process requests for reductions of these liens pursuant to objective criteria set forth in the City Code, as well as pursuant to a chart providing for maximum lien reduction percentages. On February 2, 2026, the City Council expressed that it has been overly constrained by the maximum lien reduction percentages set forth in the City Code of Ordinances, and directed Staff and the City Attorney to remove it from the Code of Ordinances, while maintaining all remaining portions of the Code relating to the lien reduction application process and criteria considered in evaluating a lien reduction application.

II. DISCUSSION: The Council directed Staff and the City Attorney to amend the Code to remove the required percentage reduction maximums set forth in Section 14-86(c), and proposed Ordinance 26-11-CC accomplishes this directive. The City Code of Ordinances currently provides in relevant part:

Sec. 14-86. - Application to city council for reduction of existing code compliance lien.

(a)

The city council shall have the authority to reduce any lien imposed by the city's special magistrate for code compliance based on the criteria set forth in [section 14-87](#) of this Code, and subject to the maximum reduction amounts set forth in subsection [14-86\(c\)](#).

(b)

It shall be the responsibility of the applicant for the lien reduction to demonstrate, and each application shall contain, written statements of fact addressing the criteria prescribed in

[section 14-87.](#)

(c)

All lien reduction requests are subject to the following maximum percentage reductions:

Length of time the Violation Remained Non-Compliant with Special Magistrate's Order	Percentage Reduction
Up to 1 year	Reduction up to no more of lien amount
More than 1 year, up to 2 years	Reduction up to no more of lien amount
More than 2 years, up to 5 years	Reduction up to no more of lien amount
More than 5 years, up to 10 years	Reduction up to no more of lien amount
More than 10 years, up to 15 years	Reduction up to no more of lien amount
More than 15 years	None

(d)

Each request for a lien reduction, and each decision appealed shall be the subject matter of a separate application.

(e)

Nothing herein shall obligate the city council to reduce any code compliance lien.

Sec. 14-87. - Required criteria for reduction of existing code compliance lien.

The following criteria must be considered in order for the city council to reduce a lien imposed by the special magistrate in a code compliance case:

(1)

The amount of any administrative and out-of-pocket costs incurred by the city which are directly associated with the underlying code enforcement case and lien, including, but not limited to, code compliance staff and attorney time, postage, advertising and recording costs,

and other city expenses related to any measure taken by the city to abate a nuisance caused by the violation;

(2)

The gravity and number of the violation(s);

(3)

The amount of the requested reduction;

(4)

Whether the applicant was responsible for the violation which caused the lien;

(5)

Whether the applicant is or will be a bona fide purchaser of the subject property and is filing or has filed for a homestead exemption evidencing a desire to reside within the city on a non-transient basis, or whether the property is or will be acquired for investment purposes;

(6)

The time it took to bring the property into compliance;

(7)

The accrued amount of the code compliance fine or lien as compared to the current market value of the property;

(8)

Any previous or subsequent code violations pertaining to the property unless an order finding a violation is under appeal at the time of determination;

(9)

Any previous or subsequent code violations of the applicant pertaining to other properties owned within the city, unless an order finding a violation is under appeal at the time of the determination;

(10)

Any relevant information contained in any title policy required to be submitted to the city under this section;

(11)

Any demonstrated financial hardship;

(12)

Any other mitigating circumstance which may warrant the reduction or satisfaction of the penalty or fine; and

(13)

Any other administrative review criteria relevant to whether it is equitable to reduce or release a lien which is adopted by the city manager, in writing, and is intended to be applied to all applications on a uniform basis.

Proposed Ordinance 26-11-CC removes Section 14-86(c), only. Section 14-86(c) provides that all lien reduction requests are subject to the maximum percentage reductions that are also set forth in this section, with no other code changes. Deletion of section 14-86(c) removes constraints on Council related to maximum reductions, but continues to provide objective criteria for granting requests.

Notably, staff is also improving processes relating to notifications of lien imposition, beyond

that which the statute requires. Before a lien is imposed, staff will make efforts to contact the property owner via telephone in addition to the statutory mail/posting notices. Further, staff intends to provide updates to property owners on a quarterly basis each year to ensure that property owners are aware of lien amount accruals and to further encourage compliance.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor: City Council direction on 2/2/26.

E. Business Impact Statement: 1. **Summary of proposed Ordinance 26-11-CC**

Code compliance liens on private property typically accrue with a daily fine until the property comes into compliance with City Codes. Sometimes, when a property comes into compliance, a property owner will request a reduction in the total lien amount. The current Code currently limits the amount by which the Council may reduce the lien. Proposed Ordinance 26-11-CC removes this maximum lien reduction amount, allowing the City Council to reduce a lien from 0 to 100 percent based on the criteria that is already set forth in the Code.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the city.

a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

No additional costs to private property owners (including businesses). Costs to owners may be further reduced by this Ordinance since liens can be reduced by greater numbers if the existing criteria are met.

b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

None.

c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

No new or additional regulatory costs will be incurred.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

Only business owners of private property with a code compliance lien imposed on such property, now or in the future, are impacted, and the ordinance allows for greater potential cost reductions to these property owners, not less.

4. Any additional information the board determines may be useful.

This ordinance is beneficial to private property owners and allows the Council to reduce liens in greater amount than the Code currently allows.

III. CONCLUSION:

Staff recommends approval of Ordinance 26-11-CC.

IV. RECOMMENDED MOTION: I move to approve Ordinance 26-11-CC on first reading.

Attachments:

1. Ordinance 26-11-CC Lien Reduction Revisions

ORDINANCE NO. 26-11-CC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING SECTION 14-86 RELATING TO APPLICATIONS TO CITY COUNCIL FOR REDUCTION OF EXISTING CODE COMPLIANCE LIENS; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section 1.01 (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 162, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, Chapter 162, Florida Statutes, authorizes municipalities to place code enforcement liens on certain properties pursuant to the process set forth therein; and

WHEREAS, such code enforcement liens typically accrue with a daily fine for each day the property remains out of compliance with City codes and ordinances; and

WHEREAS, the City's Code of Ordinances sets forth a process whereby property owners can request a reduction in the total amount due on their lien, which the City Council may approve in whole or in part, or deny, in the Council's discretion and based on the criteria set forth in section 14-87 of the City Code of Ordinances; and

WHEREAS, the City Council desires to remove its previously self-imposed limits on the maximum percentage amount the City Council is permitted to reduce, which was set forth in section 14-86(c) prior to adoption of this Ordinance; and

WHEREAS, the City Council desires to provide for the health, safety and welfare of its residents and visitors; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens; and

WHEREAS, public hearings have been conducted by the City Council after due public notice.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

NOTE: Language in Section 3 of this ordinance that is ~~strike-thru~~ is language

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

SECTION 3. CHAPTER 14. OFFENSES AND MISCELLANEOUS PROVISIONS

ARTICLE III. CODE ENFORCEMENT BOARD; SPECIAL MAGISTRATE

Sec. 14-86. Applications to city council for reduction of existing code compliance lien.

(a) The city council shall have the authority to reduce any lien imposed by the city's special magistrate for code compliance based on the criteria set forth in section 14-87 of this Code, and subject to the maximum reduction amounts set forth in subsection 14-86(e).

(b) It shall be the responsibility of the applicant for the lien reduction to demonstrate, and each application shall contain, written statements of fact addressing the criteria prescribed in section 14-87.

(c) All lien reduction requests are subject to the following maximum percentage reductions:

Length of time the Violation Remained Non-Compliant with Special Magistrate's Order	Percentage Reduction
Up to 1 year	Reduction up to no more than 30% of lien amount
More than 1 year, up to 2 years	Reduction up to no more than 25% of lien amount
More than 2 years, up to 5 years	Reduction up to no more than 10% of lien amount
More than 5 years, up to 10 years	Reduction up to no more than 5% of lien amount
More than 10 years, up to 15 years	Reduction up to no more than 2% of lien amount
More than 15 years	None

(dc) Each request for a lien reduction, and each decision appealed shall be the subject matter of a separate application.

(ed) Nothing herein shall obligate the city council to reduce any code compliance lien.

SECTION 4. INCORPORATION INTO CODE OF ORDINANCES. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ____ DAY OF _____, 2026.

By: _____
Bobby Wagner, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney for the City of Destin, only.

DRAFT

Rey Bailey, City Clerk

Kimberly Romano Kopp, City Attorney

First Reading: _____

Second Reading: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: February 17, 2026
TYPE OF AGENDA ITEM: Announcement
AGENDA OUTLINE NUMBER: 6.I.

TO: City Council

THRU: Larry Jones , City Manager

FROM: Kimberly Kopp, City Attorney

DATE: February 10, 2026

SUBJECT: 1) Call for Executive Session in Kristopher Ross Mercurio v. City of Destin, 2022 CA 3170 (Okaloosa County)

I. BACKGROUND:

II. DISCUSSION: Pursuant to Section 286.011(8), *Florida Statutes*, the City Attorney desires the advice of the Destin City Council in the case of Kristopher Ross Mercurio v. City of Destin, 2022 CA 3170, in the Circuit Court of Okaloosa County, Florida, and as such is calling for an Executive Session to be held in the City Council Chambers at the Destin City Hall Annex, 4100 Indian Bayou Trail, Destin, FL 32541, on **Monday, March 2, 2026, at 5:30 PM Central**, or as soon thereafter as the issue may be heard.

Present at the Executive Session will be a court reporter, Mayor Bobby Wagner; City Council Members Kevin Schmidt, Torey Geile, Teresa Hebert, Jim Bagby, Dewey Destin, Sandy Trammell, and Rodney Braden; City Manager Larry Jones; Litigation Counsel William Warner; and the City Attorney Kimberly Romano Kopp.

It is anticipated that the executive session will take approximately 30 minutes.

- 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:

ITEM # 2026-383

Attachments:

None