

**DESTIN CITY COUNCIL MEETING  
MARCH 16, 2026  
ANNEX COUNCIL CHAMBERS  
6:00 PM**

***\*\*Core Value of the Month - Respect\*\****

**CALL TO ORDER**

**\* INVOCATION (Pastor Kevin Wendt, Grace Lutheran Church)**

**PLEDGE OF ALLEGIANCE**

- 1. PROCLAMATIONS / RECOGNITIONS / SPECIAL / \*\*PUBLIC PRESENTATIONS / ANNOUNCEMENTS**
- 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. DEP Grant 26PLN51 Vulnerability Assessment and Adaptation Plan Updates
  - B. Work Authorization for Dewberry - DEP Grant 26PLN51  
  
PZ-2026-5-605 Choctaw Ave. Residential Marine Construction
  - D. PZ-2026-19- 702 Harbor Blvd. Residential Marine Construction
  - E. PZ-2026-15- 82 Indian Bayou Dr. Residential Marina Construction
  - F. PZ-2026-24- 823 Cross St. Residential Marine Construction
  - G. Resolution 26-04 Rename Porter Ln to Foxtail Way
  - H. Approval of minutes of January 20, 2026, Regular City Council Meeting
  - I. Approval of minutes of March 2, 2026, City Council Executive Session - Rainbow Frost Ice Cream vs. City of Destin
  - J. Approval of minutes of March 2, 2026, City Council Executive Session - Mercurio vs. City of Destin
- 4. CITY MANAGER REPORTS Announcements**
  - A. Scheduling of Quasi-Judicial Hearing for Harbor Walk Village PH 2
  - B. Update: Newly Acquired State Park on Holiday Isle
  - C. Joe's Bayou Commercial Activity Plan
  - D. City Clerk Confirmation
  - E. City of Destin Employee Commuter Survey- **Informational Only**
  - F. Capital Project Status - **Informational Only**
  - G. TDC Monthly Report - **Informational Only**
  - H. Operations Financial Report - **Informational Only**
  - I. Draft Minutes of Standing Boards & Committees - **Informational Only**

J. Announcements

**5. PUBLIC HEARINGS**

- A. Second reading of Ordinance 26-12-LC — Amending the Land Development Code to define "Indoor Sports Recreation Establishments"; Amending Table 7-2 "Table of Allowable Uses" to allow indoor sports recreation establishments as a permitted use in the Industrial zoning district; Amending Article 8 "Transportation," Table 8-6, "Number of Vehicle and Bicycle Parking Spaces Required"; Modifying parking requirements for indoor sports recreation establishments as set forth herein.
- B. First reading of Ordinance 26-14-LC - Amending the official zoning map in the Land Development Code, Section 7.12.01(A)2, to include a change in the zoning designation of real property generally located at 446 Calhoun Avenue.
- C. First reading of Ordinance 26-15-PC - Amending the comprehensive plan; providing for the adoption of a small scale amendment to the comprehensive plan future land use map to include a change in future land use designation of real property generally located at 446 Calhoun Avenue.

**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
  - 1) Authorization to Foreclose Code Compliance Lien at 201 Main Street

**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 necesitan 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 Español CA). La ayuda también está disponible por Recursos Humanos, Coordinador del Título VI, al (850) 837-4242.

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** March 16, 2026  
**TYPE OF AGENDA ITEM:** Action Item  
**AGENDA OUTLINE NUMBER:** 3.A.

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**TO:** City Council

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

**FROM:** Jeffrey Cozadd, Projects, Grants and Contracts Manager  
Krystal Strickland, Finance Director

**DATE:** 3/4/2026

**SUBJECT:** DEP Grant 26PLN51 Vulnerability Assessment and Adaptation Plan Updates

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**I. BACKGROUND:** The Resilient Florida Program within the Office of Resilience and Coastal Protection was created to help coastal and inland communities plan for the impacts of climate change, including flooding and sea level rise. The Resilient Florida Program offers grants for community planning as well as grants to implement projects that adaptation to impacts associated with flooding and sea level rise.

**II. DISCUSSION:** The City of Destin has received funding from the Florida Department of Environmental Protection (FDEP) Resilient Florida Grant Program for an Update to its Vulnerability Assessment for Statutory Compliance, and for an Adaptation Plan, to include initial/conceptual design funding for flood mitigation projects.

The chart below describes the various task lists and the funding for each task.

Task No.	Task Title	DEP Amount	City Match Amount
1	Acquire Background Data	\$110,000	\$0
2	Exposure Analysis and Sensitivity Analysis	\$32,000	\$0
3	Final Vulnerability Assessment Report	\$52,000	\$0
4	Draft Adaptation Needs and Strategies	\$125,000	\$0
5	Community Prioritization of Adaptation Needs	\$29,000	\$0
6	Final Adaptation Plan	\$96,500	\$0
7	Public Outreach Meetings and Stakeholder Engagement	\$13,400	\$0
<b>Total</b>		<b>\$457,900</b>	<b>\$0</b>

A work authorization for Dewberry Engineering has been provided and is included in a separate agenda item. Dewberry managed the initial vulnerability assessment and adaptation plan.

- A. Link to Strategic Goals / Objectives:** I. Financially sound city providing service excellence.  
 II. Enhanced quality of life and safety for families.

**B. Effect on Budget (EOB):** The grant is for \$457,900 and does not require a match. A budget amendment has been created to increase grant revenues and expenditures for FY 2026.

INCREASE Grant Revenue 001.3380.334390 Grant 500058

INCREASE Grant Expense 001.5380.531000 Grant 500058

**C. Level of Service (LOS):**

**D. Legislative Sponsor:**

**E. Business Impact Statement:**

**III. CONCLUSION:** The Vulnerability Assessment and Adaptation Plan Update will keep the city statutorily compliant with FDEP. Staff recommends accepting the grant and performing the updates.

**IV. RECOMMENDED MOTION:** I move that the city council accept DEP Grant 26PLN51 and authorize the City Manager to execute and return to FDEP.

I move to adopt an amendment to the FY 2026 Budget in the amount of the grant award of \$457,900.

Attachments:

1. FDEP Vulnerability Grant BUDGET AMENDMENT
2. 26PLN51 CITY OF DESTIN VULNERABILITY ASSESSMENT AND ADAPTATION

PLAN UPDATES - For Execution

# 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	3380 Stormwater Rev	500058	001.3880.334390 State - FDEP Vulnerability		\$ 457,900.00	
001 General Fund	5380 Stormwater Exp	500058	001.5380.531000 Stormwater Professional Svcs		\$ 457,900.00	

**Purpose:** Add budget for operating grant from FDEP for Dewberry to refresh our Vulnerability Assessment Grant 26PLN51

JE for grant set-up = DR 001.0000.133404 Due From State and CR 001.0000.223404 State Unearned Rev

Created by/Date: \_\_\_\_\_

Entered by/Date: \_\_\_\_\_

Approved by/Date: \_\_\_\_\_



<input type="checkbox"/> Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.**

**GRANTEE**

Grantee Name \_\_\_\_\_

By \_\_\_\_\_  
*(Authorized Signature)* Date Signed \_\_\_\_\_

Print Name and Title of Person Signing \_\_\_\_\_

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By \_\_\_\_\_  
 Secretary or Designee Date Signed \_\_\_\_\_

Print Name and Title of Person Signing \_\_\_\_\_

Additional signatures attached on separate page.

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ORCP Additional Signatures

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DEP Grant Manager,



DEP QC Reviewer,

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Grantee may add additional signatures below, if needed.

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**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement;
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
  - (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

#### **4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction  
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

**8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
  - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
  - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
  - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
  - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

#### **9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

#### **Attachment 1**

- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### **11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

## **12. Insurance.**

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

## **13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### **14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### **15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### **16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

#### **17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

#### **18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

#### **19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

#### **20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
  - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
  - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
  - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
  - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
  - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**

**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**25. Investing in America**

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
  - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

## **26. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

## **27. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

## **28. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

## **29. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**30. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**31. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**32. Subcontracting/Subawards.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**33. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**34. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**35. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**36. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**37. Grantee's Employees, Subcontractors/Subrecipients and Agents.**

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**38. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**39. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**40. Disclosure of Gifts from Foreign Sources.**

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

**41. Food Commodities.**

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

**42. Anti-human Trafficking.**

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

**43. Iron and Steel for Public Works Projects.**

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

**44. Complete and Accurate information.**

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

**45. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**Attachment 1**

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. 26PLN51**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is City of Destin Vulnerability Assessment and Adaptation Plan Updates. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual/Subaward (Subcontractors/Subrecipients)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

**8. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

No retainage is required under this Agreement.

**11. Subcontracting/Subawards.**

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontracts/subaward to the Department prior to submitting any invoices for subcontracted/subawarded work. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement.

**12. State-owned Land.**

The work will not be performed on State-owned land.

**13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

**14. Common Carrier.**

- a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity**

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

**16. Additional Terms.**

None.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT WORK PLAN  
AGREEMENT NO. 26PLN51**

**ATTACHMENT 3**

**PROJECT TITLE:** City of Destin Vulnerability Assessment and Adaptation Plan Updates.

**PROJECT LOCATION:** The Project is located in the City of Destin, within Okaloosa County, Florida.

**PROJECT DESCRIPTION:**

The City of Destin (Grantee) will complete the City of Destin Vulnerability Assessment and Adaptation Plan Updates Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.), as effective July 1, 2024. The Project will also develop an Adaptation Plan and include public outreach and stakeholder engagement.

**TASKS AND DELIVERABLES:**

**Task 1: Acquire Background Data**

**Description:** The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata must be included for each dataset compiled and each asset dataset must be classified using the asset groups and types defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, as referenced in Attachment 6, and raw data sources shall be defined within the associated metadata. Flood-scenario related data should make use of the best available information through the Florida Flood Hub. If Florida Flood Hub data is unavailable, flood scenario-related data shall include:

- Planning horizons: 2050 and 2080.
- Sea level rise projections, if applicable: 2022 National Oceanic and Atmospheric Administration intermediate and intermediate-low projections.
- Tidal flooding, if applicable: Using the threshold for tidal flooding published by the Department.
- Storm surge data, if applicable: Equal to or exceeds the 100-year return period (1% annual chance) flood event.
- Rainfall-induced flooding, to the extent practicable: 100-year (1% annual chance) and 500-year (0.2% annual chance) return period flood events.
  - Rainfall-induced flooding analysis is required for all non-coastal communities.

In the process of compiling background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall take all practicable steps to rectify any gaps of data necessary to complete analysis of required scenarios.

**Deliverables:** The Grantee will provide the following:

- A technical report to confirm selected scenarios and standards, as required by 380.093(3)(d)3, F.S., including, as applicable, utilized sea level data;

- A Background Data Catalog consistent with the GIS Data Standards (Table 1) that outline the datasets compiled and the raw data sources;
- Complete the Flood Risk Scenario Matrix consistent with the GIS Data Standards (Table 2) that outline the different flood risk scenarios, planning horizons, return periods, and similar parameters of the VA; and
- Compiled GIS datasets for each of the three main background data categories. To be provided in a single-file geodatabase or zipped folder, whenever possible.
  - GIS files of the critical asset datasets that are not publicly available nor already included in the statewide flood vulnerability and sea level rise data set, containing appropriate metadata, consistent with the GIS Data Standards: formatted using the Critical Assets Basic Attributes Schema (Table 3), and classified using the Critical Assets Groups and Types (Table 4).
  - Topographic and other Raster Flood Risk Data that are not publicly available nor already included in the statewide flood vulnerability and sea level rise data set.

## **Task 2: Exposure and Sensitivity Analyses**

**Description:** The Grantee will perform the exposure and sensitivity analyses. The exposure analysis will identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The sensitivity analysis measures the impact of flooding on assets by applying the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset and at each flood scenario and assign a risk level. GIS files and associated metadata must adhere to the Resilient Florida Program’s GIS Data Standards, as referenced in Attachment 6, and raw data sources shall be defined within the associated metadata.

**Deliverables:** The Grantee will provide the following:

- GIS data containing the results of the exposure and sensitivity analyses which shall include at minimum:
  - Raster layers with results of the exposure analysis (depth of flood water) for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers. Additionally, any other custom, combined or modified flood scenario raster layer used in the assessment and not publicly available; and
  - GIS files of the critical asset datasets containing the results of the sensitivity analysis for all flood scenarios required by s. 380.093, F.S., consistent with the GIS Data Standards: VA Results Attribute Schema (Table 5) and including the appropriate metadata describing the fields or attribution of the analyses results.

## **Task 3: Final Vulnerability Assessment Report**

**Description:** The Grantee will finalize the VA Report pursuant to the requirements in s. 380.093, F.S. The final VA Report must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks as well as any assigned focus areas (if applicable). It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset.

**Deliverables:** The Grantee will provide the following:

- A Final VA Report that provides a summary of results and conclusions based on the statutorily required scenarios and standards in s. 380.093, F.S., to include:
  - Findings of the gap analysis;

- Recommendations to address the identified data gaps and actions taken to rectify them, if applicable;
- Details on the modeling process and type of models used during the exposure and sensitivity analyses; and
- A summary of assigned focus areas, if applicable.
- A signed VA Compliance Checklist Certification (Exhibit I).

#### **Task 4: Draft Adaptation Needs and Strategies**

**Description:** The Grantee will develop adaptation needs and strategies for inclusion in the AP. The AP will include a table listing the adaptation needs and corresponding recommended strategies for each as well as a map illustrating the critical assets identified as adaptation needs. The AP shall be consistent with the guidelines in the Florida Adaptation Planning Guidebook.

**Deliverables:** The Grantee will provide the following:

- A draft AP.

#### **Task 5: Community Prioritization of Adaptation Needs**

**Description:** The Grantee will conduct a public meeting to develop a prioritization of adaptation needs for the community. The Grantee will present the draft AP that includes the following: assessment of adaptive capacities, adaptation needs, and identification of adaptation strategies. The purpose of the meeting is to allow the public to provide community-specific input on the identified adaptation needs and strategies as identified in the draft AP as well as an opportunity to prioritize adaptation needs. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

**Deliverables:** The Grantee will provide the following:

- The agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

#### **Task 6: Final Adaptation Plan**

**Description:** The Grantee will complete an AP that is consistent with the Florida Adaptation Planning Guidebook. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), Florida Statutes, for consideration and implementation.

**Deliverables:** The Grantee will provide the following:

- A final AP, to include any products or documentation, either within or as appendices or independent sections, resulting from all optional subtasks included in the Task Description.

#### **Task 7: Public Outreach Meetings and Stakeholder Engagement**

**Description:** The Grantee will conduct public outreach meetings and stakeholder engagement for the project. Project meetings will be conducted to ensure effective project execution, stakeholder engagement, and compliance with grant requirements. Meeting types include, but are not limited to, the types and descriptions below.

- **Kick-off Meeting**

The purpose of a kick-off meeting is to discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting would be hosted by the Grantee and attendees should be key stakeholders in the project. Prior to the meeting, the Grantee should develop an overall project management plan and address initial actions, identify and invite key stakeholders, prepare the sign-in sheet, draft a project schedule, and prepare any other meeting materials as necessary.

- **Public Presentation of the Final AP**

The Grantee will present the final AP results to local governing boards, technical committees, or other appropriate officers and elected officials in a public presentation. The purpose of the presentation is to share the outcomes of the final AP including resulting prioritized project recommendations and future project funding. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

**Deliverables:** The Grantee will provide the following:

- **7.1 Kick-off Meeting:** Kick-off meeting agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.
- **7.2 Public Presentation of Final AP:** Public presentation agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

**PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov) on or before the Task Due Date listed in the Project Timeline. The deliverables for each task should be submitted in chronological order, with the exception of the “Public Outreach Meetings and Stakeholder Engagement” and “Peril of Flood Compliance” tasks, if included. The Department’s Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement’s Date of Expiration, and in coordination with the Department’s Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A “partial deliverable” is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A “full deliverable” is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An “incomplete deliverable” is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department’s receipt and approval of all deliverable(s) listed within the task and the Department’s approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement’s Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

**CONSEQUENCES FOR NON-PERFORMANCE:** For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement’s Date of

Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

**PAYMENT REQUEST SCHEDULE:** Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. If the payment request includes the Contractual Services budget category, the Exhibit H, Contractual Services Certification, and all supporting documentation required therein, must be submitted for each of the Grantee's contractors included in the payment request. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

**PROJECT TIMELINE AND BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below and must be an allowable expenditure category pursuant to Attachment 2, Special Terms and Conditions. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) to the task due date(s) must be submitted on or before the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Acquire Background Data	Contractual Services	\$110,000	\$0	\$110,000	7/1/2025	3/31/2027
2	Exposure and Sensitivity Analyses	Contractual Services	\$32,000	\$0	\$32,000	7/1/2025	6/30/2027
3	Final Vulnerability Assessment Report	Contractual Services	\$52,000	\$0	\$52,000	7/1/2025	9/30/2027
4	Draft Adaptation Needs and Strategies	Contractual Services	\$125,000	\$0	\$125,000	7/1/2025	1/30/2028
5	Community Prioritization of Adaptation Needs	Contractual Services	\$29,000	\$0	\$29,000	7/1/2025	2/29/2028
6	Final Adaptation Plan	Contractual Services	\$96,500	\$0	\$96,500	7/1/2025	3/31/2028

7	Public Outreach Meetings and Stakeholder Engagement	Contractual Services	\$13,400	\$0	\$13,400	7/1/2025	3/31/2028
<b>Total:</b>			<b>\$457,900</b>	<b>\$0</b>	<b>\$457,900</b>		

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

**f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements  
(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

## Attachment 5

3 of 6

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program A</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
<b>Federal Program B</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
<b>Original Agreement</b>	Florida Department of Environmental Protection	FY 25.26	37.098	Resilient Florida Programs	\$457,900.00	140078
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Total Award					\$457,900.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
PROGRAM-SPECIFIC REQUIREMENTS  
RESILIENT FLORIDA PROGRAM**

**ATTACHMENT 6**

**General**

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov).
2. Progress Reports. The Exhibit A, Progress Report Form, must be submitted on a quarterly basis to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov) starting in the quarter of the Agreement Execution Date through the quarter in which the final task deliverable is accepted and the Grantee is provided a Deliverable Acceptance Letter.
3. Contractual Services. For all grant agreements that include Contractual Services as a budget category, the Grantee must submit Exhibit H, Contractual Services Certification, and all supporting documentation required therein, for each of the Grantee's contractors prior to submitting a payment request for contractual services.
4. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.
5. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
6. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) as well as the following language:

“This work was funded in part through a grant agreement from the Florida Department of Environmental Protection’s Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.”
7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov) upon completion of the project, which may be after the Agreement's Date of Expiration.
8. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
  - a. The copyright in any work developed under this Agreement; and
  - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.If any funds awarded by this Agreement are used to purchase ownership of or license to any copyrighted,

patented, and/or trademarked software and/or programming used to complete this Project, such software and/or programming must comply with Chapter 119, F.S. The Department will not approve payment for Grantee's purchase or use of any copyrighted, patented, and/or trademarked software and/or programming that does not fully comply with the requirements of Chapter 119, F.S.

9. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>, and raw data sources shall be defined within the associated metadata.
10. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.
11. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

### **Implementation Grants**

12. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.
13. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.
14. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient

Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

**Grants Funded with American Rescue Plan Act (ARPA) Funds**

15. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT A  
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT C  
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**EXHIBIT F**

**DEP AGREEMENT NO. 26PLN51**

**CITY OF DESTIN VULNERABILITY ASSESSMENT AND ADAPTATION PLAN UPDATES**

**City of Destin**

**Final Project Report**



Insert Month & Year

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

## **Part I. Executive Summary**

## **Part II. Methodology**

## **Part III. Outcome**

*Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.*

## **Part IV. Further Recommendations**

### **Instructions for completing Exhibit F Final Project Report Form:**

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



**Florida Department of Environmental Protection**

**EXHIBIT G**

**PHOTOGRAPHER RELEASE FORM  
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

**DEP AGREEMENT NO: 26PLN51**

**RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

**Owner/Submitter's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone Number:** (      ) \_\_\_\_\_ **Email:** \_\_\_\_\_

**License and Indemnification**

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

**I have read and understand the terms of this release.**

**Owner signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Photo/video/audio/artwork/recording file name(s):** \_\_\_\_\_

**Location of photo/video/audio recording/artwork:** \_\_\_\_\_

**Name of person accepting Work submission** \_\_\_\_\_

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
CONTRACTUAL SERVICES CERTIFICATION**

**Exhibit H**

*Required for all grant agreements that include Contractual Services as an expenditure category.*

DEP Agreement Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

Grantee: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

*Note: A separate Exhibit H is required for each of the Grantee's contractor(s).*

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. For competitively procured fixed-price (vendor) subcontracts: A copy of the tabulation form (i.e., list of all quotes or bid amounts, as applicable) for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement documents), as required by Attachment 1, Paragraph 9(c)(i);
3. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11. This submittal should include any relevant executed task/work/purchase order(s) and all subsequent amendments and/or change orders, as applicable, and as required for the work conducted under the above-mentioned DEP Agreement Number; and
4. This Exhibit H, signed and dated by the Grantee Grant Manager.

---

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this Exhibit, as stated above, to the Department Grant Manager. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

---

Grantee's Grant Manager Signature

---

Print Name

---

Date

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT I  
VULNERABILITY ASSESSMENT COMPLIANCE CERTIFICATION CHECKLIST**

The current **Exhibit I, Vulnerability Assessment Compliance Certification Checklist**, for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. The checklist must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit I that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION  
FORM  
(PUR 1808)**

**Exhibit J**

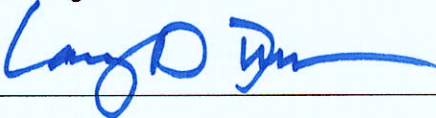
This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

City of Destin is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Larry Jones

Title: City Manager

Signature: 

Date: 12/17/2025

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** March 16, 2026  
**TYPE OF AGENDA ITEM:** Action Item  
**AGENDA OUTLINE NUMBER:** 3.B.

---

**TO:** City Council

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

**FROM:** Jeffrey Cozadd, Projects, Grants and Contracts Manager  
Krystal Strickland, Finance Director

**DATE:** 3/9/26

**SUBJECT:** Work Authorization for Dewberry - DEP Grant 26PLN51

---

**I. BACKGROUND:** City of Destin has received funding from the Florida Department of Environmental Protection (FDEP) Resilient Florida Grant Program for an Update to its Vulnerability Assessment for Statutory Compliance, and for an Adaptation Plan, to include initial/conceptual design funding for flood mitigation projects.

**II. DISCUSSION:** Dewberry Engineers Inc. (Dewberry) is pleased to provide this Task Order Amendment to provide planning services to complete the proposed project. Exhibit A contains a Task Work Order Amendment Summary and Exhibit B is the attached updated grant agreement from FDEP. Dewberry proposes to provide all services in the attached grant agreement for \$457,900.00. The associated fees are consistent with the grant amount awarded by FDEP.

The scope of work includes:

Task No.	Task Title	DEP Amount	City Ma Amou
1	Acquire Background Data	\$110,0000	\$0
2	Exposure Analysis and Sensitivity Analysis	\$32,000	\$0
3	Final Vulnerability Assessment Report	\$52,000	\$0
4	Draft Adaptation Needs and Strategies	\$125,000	\$0
5	Community Prioritization of Adaptation Needs	\$29,000	\$0
6	Final Adaptation Plan	\$96,500	\$0
7	Public Outreach Meetings and Stakeholder Engagement	\$13,400	\$0
<b>Total</b>		<b>\$457,900</b>	<b>\$0</b>

**A. Link to Strategic Goals / Objectives:** I. Financially sound city providing service excellence.

II. Enhanced quality of life and safety for families.

**B. Effect on Budget (EOB):** The previous item (3.A) included a budget amendment to cover the cost of this engagement.

001.5380.531000 Grant # 500058 not to exceed \$457,900.

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

**D. Legislative Sponsor:**

**E. Business Impact Statement:**

**III. CONCLUSION:** Staff recommends approving this Work Authorization for Dewberry Engineering.

**IV. RECOMMENDED MOTION:** I move that City Council approve the Work Authorization for Dewberry to perform Updates to the Vulnerability Assessment and Adaptation Plan and authorize the city manager to execute.

Attachments:

1. City of Destin VA and AP Update Fee Proposal\_3.3.2026



March 3, 2026

Jeffrey Cozadd, Projects/Grants/Contracts Manager  
City of Destin  
4200 Indian Bayou Trail  
Destin, Florida 32541

**RE: Update to Vulnerability Assessment and Adaptation Plan  
Task Work Order  
FDEP Resilient Grant Program  
City of Destin, Florida**

Mr. Cozadd:

It is our understanding that the City of Destin has received funding from the Florida Department of Environmental Protection (FDEP) Resilient Florida Grant Program for an **Update to its Vulnerability Assessment for Statutory Compliance, and for an Adaptation Plan**, to include initial/conceptual design funding for flood mitigation projects.

Dewberry Engineers Inc. (Dewberry) is pleased to provide this Task Order Amendment to provide planning services to complete the proposed project. **Exhibit A** contains a Task Work Order Amendment Summary and **Exhibit B** is the attached updated grant agreement from FDEP. Dewberry proposes to provide all services in the attached grant agreement for **\$457,900.00**. The associated fees are consistent with the grant amount awarded by FDEP.

If you have any questions, please contact Hannah Hart at [hhart@dewberry.com](mailto:hhart@dewberry.com). Thank you for the opportunity to serve the City of Destin. We look forward to working with you on the successful completion of this project.

Sincerely,

A handwritten signature in black ink that reads "Hannah Hart".

Hannah Hart, PMP  
Senior Associate, Florida-Gulf Team Department Manager  
Risk, Response, Recovery, and Resilience Market Segment  
Dewberry Engineers, Inc.

**EXHIBIT A**  
**UPDATE TO VULNERABILITY ASSESSMENT AND ADAPTATION PLAN**  
**PROFESSIONAL ENGINEERING SERVICES**  
**FOR CITY OF DESTIN**  
**MARCH 2026**

This Task Work Order is for Dewberry, the Consultant, to provide professional services to update the City of Destin Vulnerability Assessment for statutory compliance and complete the City of Destin Adaptation Plan.

Details of the scope of work and all required deliverables for each task shown below and located in the attached FDEP Grant Agreement, and attached as **EXHIBIT B**. The Agreement for Professional Engineering Services is provided as **EXHIBIT C**.

<b>Task No.</b>	<b>Task Title</b>	<b>DEP Amount</b>	<b>City Match Amount</b>	<b>Anticipated Deliverable Date</b>
1	Acquire Background Data	\$110,0000	\$0	March 31, 2027
2	Exposure Analysis and Sensitivity Analysis	\$32,000	\$0	June 30, 2027
3	Final Vulnerability Assessment Report	\$52,000	\$0	September 30, 2027
4	Draft Adaptation Needs and Strategies	\$125,000	\$0	January 30, 2028
5	Community Prioritization of Adaptation Needs	\$29,000	\$0	February 29, 2028
6	Final Adaptation Plan	\$96,500	\$0	March 31, 2028
7	Public Outreach Meetings and Stakeholder Engagement	\$13,400	\$0	March 31, 2028
<b>Total</b>		\$457,900	\$0	

**PROJECT TIMELINE, BUDGET DETAIL, and BILLING:** A preliminary schedule will be provided upon receipt of the Notice to Proceed to the City Project Manager; all tasks must be completed and all deliverables received based on the grant requirements. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted before the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department’s Grant Manager, with the details of the request and the reason for the request made clear. This Task Work Order shall be considered a Lump Sum Agreement. Billing will be based on the FDEP Contract Agreement. Invoices and the required supporting documentation will be submitted at a minimum on quarterly intervals, but not more frequently than monthly.

**REIMBURSABLE COSTS:** All reimbursable fees will be charged for the appropriate task. Fees may include costs such as mileage, travel, and reproduction of exhibits and documents for public outreach and final deliverables, as needed.

**EXCLUSIONS:** This scope of services does not include final engineering design, final stormwater modeling, or construction plans. Any modeling provided during planning services is limited and is consistent with FDEP grant requirements.

**PROFESSIONAL SERVICE FEES**

*Dewberry Engineers Inc. proposes to provide these services for a total lump sum fee of \$457,900.00.*

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

**DEWBERRY ENGINEERS, INC.**



By: \_\_\_\_\_

Name and Title:

Hannah Hart, PMP

Senior Associate, Department Manager

By: \_\_\_\_\_

Name and Title:

\_\_\_\_\_

\_\_\_\_\_

Attachments:

**Exhibit B – FDEP Grant Agreement**

**Exhibit C – City of Destin Agreement for Professional Engineering Services**



<input type="checkbox"/> Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.**

**GRANTEE**

Grantee Name \_\_\_\_\_

By \_\_\_\_\_  
*(Authorized Signature)* Date Signed \_\_\_\_\_

Print Name and Title of Person Signing \_\_\_\_\_

**State of Florida Department of Environmental Protection**

**DEPARTMENT**

By \_\_\_\_\_  
 Secretary or Designee Date Signed \_\_\_\_\_

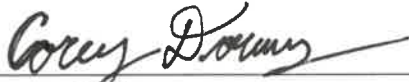
Print Name and Title of Person Signing \_\_\_\_\_

Additional signatures attached on separate page.

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ORCP Additional Signatures

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DEP Grant Manager,



DEP QC Reviewer,

---

Grantee may add additional signatures below, if needed.

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**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STANDARD TERMS AND CONDITIONS  
APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
  - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
  - iii. Attachment 1, Standard Terms and Conditions
  - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
  - (2) a change in Grantee's match requirements;
  - (3) a change in the expiration date of the Agreement;
  - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
  - (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
  - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
  - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
  - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

#### **4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

#### **5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

#### **6. Acceptance of Deliverables.**

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

#### **7. Financial Consequences for Nonperformance.**

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction  
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
  - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

- ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

**8. Payment.**

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
  - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
  - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
  - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
  - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

#### **9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing \$10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

#### **Attachment 1**

- i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing \$5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing \$10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

#### **10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

#### **11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

## **12. Insurance.**

- a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

## **13. Termination.**

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

#### **14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

#### **15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
  - i. Entry of an order for relief under Title 11 of the United States Code;
  - ii. The making by Grantee of a general assignment for the benefit of creditors;
  - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
  - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

#### **16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

#### **17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

#### **18. Indemnification.**

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
  - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
  - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

#### **19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

#### **20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.**

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
  - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
  - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.
- b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:
  - i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

- ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
  - iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
  - iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
  - v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
  - vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**

**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**25. Investing in America**

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
  - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: <https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

## **26. Scrutinized Companies.**

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

## **27. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

## **28. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

## **29. Audits.**

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
  - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
  - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
  - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**30. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**31. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**32. Subcontracting/Subawards.**

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
- e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**33. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**34. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**35. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**36. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**37. Grantee's Employees, Subcontractors/Subrecipients and Agents.**

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**38. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**39. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**40. Disclosure of Gifts from Foreign Sources.**

If the value of the grant under this Agreement is \$100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

**41. Food Commodities.**

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

**42. Anti-human Trafficking.**

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

**43. Iron and Steel for Public Works Projects.**

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

- (1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
- (2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
- (3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

- (1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
- (2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or \$2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

**44. Complete and Accurate information.**

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

**45. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**Attachment 1**

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Terms and Conditions  
AGREEMENT NO. 26PLN51**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**

The Project funded under this Agreement is City of Destin Vulnerability Assessment and Adaptation Plan Updates. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

**3. Payment Provisions.**

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual/Subaward (Subcontractors/Subrecipients)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

**5. Equipment Purchase.**

No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**

There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**

There is no match required on the part of the Grantee under this Agreement.

**8. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

**9. Quality Assurance Requirements.**

There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**

No retainage is required under this Agreement.

**11. Subcontracting/Subawards.**

The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontracts/subaward to the Department prior to submitting any invoices for subcontracted/subawarded work. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement.

**12. State-owned Land.**

The work will not be performed on State-owned land.

**13. Office of Policy and Budget Reporting.**

There are no special Office of Policy and Budget reporting requirements for this Agreement.

**14. Common Carrier.**

- a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

**15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity**

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

**16. Additional Terms.**

None.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT WORK PLAN  
AGREEMENT NO. 26PLN51**

**ATTACHMENT 3**

**PROJECT TITLE:** City of Destin Vulnerability Assessment and Adaptation Plan Updates.

**PROJECT LOCATION:** The Project is located in the City of Destin, within Okaloosa County, Florida.

**PROJECT DESCRIPTION:**

The City of Destin (Grantee) will complete the City of Destin Vulnerability Assessment and Adaptation Plan Updates Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.), as effective July 1, 2024. The Project will also develop an Adaptation Plan and include public outreach and stakeholder engagement.

**TASKS AND DELIVERABLES:**

**Task 1: Acquire Background Data**

**Description:** The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata must be included for each dataset compiled and each asset dataset must be classified using the asset groups and types defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, as referenced in Attachment 6, and raw data sources shall be defined within the associated metadata. Flood-scenario related data should make use of the best available information through the Florida Flood Hub. If Florida Flood Hub data is unavailable, flood scenario-related data shall include:

- Planning horizons: 2050 and 2080.
- Sea level rise projections, if applicable: 2022 National Oceanic and Atmospheric Administration intermediate and intermediate-low projections.
- Tidal flooding, if applicable: Using the threshold for tidal flooding published by the Department.
- Storm surge data, if applicable: Equal to or exceeds the 100-year return period (1% annual chance) flood event.
- Rainfall-induced flooding, to the extent practicable: 100-year (1% annual chance) and 500-year (0.2% annual chance) return period flood events.
  - Rainfall-induced flooding analysis is required for all non-coastal communities.

In the process of compiling background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall take all practicable steps to rectify any gaps of data necessary to complete analysis of required scenarios.

**Deliverables:** The Grantee will provide the following:

- A technical report to confirm selected scenarios and standards, as required by 380.093(3)(d)3, F.S., including, as applicable, utilized sea level data;

- A Background Data Catalog consistent with the GIS Data Standards (Table 1) that outline the datasets compiled and the raw data sources;
- Complete the Flood Risk Scenario Matrix consistent with the GIS Data Standards (Table 2) that outline the different flood risk scenarios, planning horizons, return periods, and similar parameters of the VA; and
- Compiled GIS datasets for each of the three main background data categories. To be provided in a single-file geodatabase or zipped folder, whenever possible.
  - GIS files of the critical asset datasets that are not publicly available nor already included in the statewide flood vulnerability and sea level rise data set, containing appropriate metadata, consistent with the GIS Data Standards: formatted using the Critical Assets Basic Attributes Schema (Table 3), and classified using the Critical Assets Groups and Types (Table 4).
  - Topographic and other Raster Flood Risk Data that are not publicly available nor already included in the statewide flood vulnerability and sea level rise data set.

### **Task 2: Exposure and Sensitivity Analyses**

**Description:** The Grantee will perform the exposure and sensitivity analyses. The exposure analysis will identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The sensitivity analysis measures the impact of flooding on assets by applying the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset and at each flood scenario and assign a risk level. GIS files and associated metadata must adhere to the Resilient Florida Program’s GIS Data Standards, as referenced in Attachment 6, and raw data sources shall be defined within the associated metadata.

**Deliverables:** The Grantee will provide the following:

- GIS data containing the results of the exposure and sensitivity analyses which shall include at minimum:
  - Raster layers with results of the exposure analysis (depth of flood water) for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers. Additionally, any other custom, combined or modified flood scenario raster layer used in the assessment and not publicly available; and
  - GIS files of the critical asset datasets containing the results of the sensitivity analysis for all flood scenarios required by s. 380.093, F.S., consistent with the GIS Data Standards: VA Results Attribute Schema (Table 5) and including the appropriate metadata describing the fields or attribution of the analyses results.

### **Task 3: Final Vulnerability Assessment Report**

**Description:** The Grantee will finalize the VA Report pursuant to the requirements in s. 380.093, F.S. The final VA Report must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks as well as any assigned focus areas (if applicable). It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset.

**Deliverables:** The Grantee will provide the following:

- A Final VA Report that provides a summary of results and conclusions based on the statutorily required scenarios and standards in s. 380.093, F.S., to include:
  - Findings of the gap analysis;

- Recommendations to address the identified data gaps and actions taken to rectify them, if applicable;
- Details on the modeling process and type of models used during the exposure and sensitivity analyses; and
- A summary of assigned focus areas, if applicable.
- A signed VA Compliance Checklist Certification (Exhibit I).

#### **Task 4: Draft Adaptation Needs and Strategies**

**Description:** The Grantee will develop adaptation needs and strategies for inclusion in the AP. The AP will include a table listing the adaptation needs and corresponding recommended strategies for each as well as a map illustrating the critical assets identified as adaptation needs. The AP shall be consistent with the guidelines in the Florida Adaptation Planning Guidebook.

**Deliverables:** The Grantee will provide the following:

- A draft AP.

#### **Task 5: Community Prioritization of Adaptation Needs**

**Description:** The Grantee will conduct a public meeting to develop a prioritization of adaptation needs for the community. The Grantee will present the draft AP that includes the following: assessment of adaptive capacities, adaptation needs, and identification of adaptation strategies. The purpose of the meeting is to allow the public to provide community-specific input on the identified adaptation needs and strategies as identified in the draft AP as well as an opportunity to prioritize adaptation needs. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

**Deliverables:** The Grantee will provide the following:

- The agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

#### **Task 6: Final Adaptation Plan**

**Description:** The Grantee will complete an AP that is consistent with the Florida Adaptation Planning Guidebook. The AP will also include a list of prioritized projects for each asset class as defined in subsection 380.093(2), Florida Statutes, for consideration and implementation.

**Deliverables:** The Grantee will provide the following:

- A final AP, to include any products or documentation, either within or as appendices or independent sections, resulting from all optional subtasks included in the Task Description.

#### **Task 7: Public Outreach Meetings and Stakeholder Engagement**

**Description:** The Grantee will conduct public outreach meetings and stakeholder engagement for the project. Project meetings will be conducted to ensure effective project execution, stakeholder engagement, and compliance with grant requirements. Meeting types include, but are not limited to, the types and descriptions below.

- **Kick-off Meeting**

The purpose of a kick-off meeting is to discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting would be hosted by the Grantee and attendees should be key stakeholders in the project. Prior to the meeting, the Grantee should develop an overall project management plan and address initial actions, identify and invite key stakeholders, prepare the sign-in sheet, draft a project schedule, and prepare any other meeting materials as necessary.

- **Public Presentation of the Final AP**

The Grantee will present the final AP results to local governing boards, technical committees, or other appropriate officers and elected officials in a public presentation. The purpose of the presentation is to share the outcomes of the final AP including resulting prioritized project recommendations and future project funding. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

**Deliverables:** The Grantee will provide the following:

- **7.1 Kick-off Meeting:** Kick-off meeting agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.
- **7.2 Public Presentation of Final AP:** Public presentation agenda (including location, date, and time); a copy of the presentation, if applicable, and all materials created for the meeting; and a summary report or meeting minutes that includes the meeting purpose, stakeholder input, and outcomes.

**PERFORMANCE MEASURES:** The Grantee will submit all deliverables for each task to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov) on or before the Task Due Date listed in the Project Timeline. The deliverables for each task should be submitted in chronological order, with the exception of the “Public Outreach Meetings and Stakeholder Engagement” and “Peril of Flood Compliance” tasks, if included. The Department’s Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement’s Date of Expiration, and in coordination with the Department’s Grant Manager. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A “partial deliverable” is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A “full deliverable” is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An “incomplete deliverable” is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department’s receipt and approval of all deliverable(s) listed within the task and the Department’s approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement’s Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

**CONSEQUENCES FOR NON-PERFORMANCE:** For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement’s Date of

Expiration, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

**PAYMENT REQUEST SCHEDULE:** Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. If the payment request includes the Contractual Services budget category, the Exhibit H, Contractual Services Certification, and all supporting documentation required therein, must be submitted for each of the Grantee's contractors included in the payment request. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Execution Date. For the reporting period beginning on the Agreement Begin Date and ending on the Agreement Execution Date, submittal of a single Exhibit A, Progress Report Form, covering only this reporting period will be acceptable. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

**PROJECT TIMELINE AND BUDGET DETAIL:** The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below and must be an allowable expenditure category pursuant to Attachment 2, Special Terms and Conditions. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) to the task due date(s) must be submitted on or before the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Acquire Background Data	Contractual Services	\$110,000	\$0	\$110,000	7/1/2025	3/31/2027
2	Exposure and Sensitivity Analyses	Contractual Services	\$32,000	\$0	\$32,000	7/1/2025	6/30/2027
3	Final Vulnerability Assessment Report	Contractual Services	\$52,000	\$0	\$52,000	7/1/2025	9/30/2027
4	Draft Adaptation Needs and Strategies	Contractual Services	\$125,000	\$0	\$125,000	7/1/2025	1/30/2028
5	Community Prioritization of Adaptation Needs	Contractual Services	\$29,000	\$0	\$29,000	7/1/2025	2/29/2028
6	Final Adaptation Plan	Contractual Services	\$96,500	\$0	\$96,500	7/1/2025	3/31/2028

7	Public Outreach Meetings and Stakeholder Engagement	Contractual Services	\$13,400	\$0	\$13,400	7/1/2025	3/31/2028
<b>Total:</b>			<b>\$457,900</b>	<b>\$0</b>	<b>\$457,900</b>		

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Public Records Requirements**

**Attachment 4**

**1. Public Records.**

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

**2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

**f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** (850) 245-2118  
**Email:** [public.services@floridadep.gov](mailto:public.services@floridadep.gov)  
**Mailing Address:** Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Boulevard, MS 49  
Tallahassee, Florida 32399

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Special Audit Requirements  
(State and Federal Financial Assistance)**

**Attachment 5**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <https://www.myfloridacfo.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

## Attachment 5

3 of 6

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
<b>Federal Program A</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
<b>Federal Program B</b>	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year <sup>1</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
<b>Original Agreement</b>	Florida Department of Environmental Protection	FY 25.26	37.098	Resilient Florida Programs	\$457,900.00	140078
State Program B	State Awarding Agency	State Fiscal Year <sup>2</sup>	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$457,900.00	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [<https://apps.fldfs.com/fsaa/compliance.aspx>]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

<sup>1</sup> Subject to change by Change Order.

<sup>2</sup> Subject to change by Change Order.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
PROGRAM-SPECIFIC REQUIREMENTS  
RESILIENT FLORIDA PROGRAM**

**ATTACHMENT 6**

**General**

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov).
2. Progress Reports. The Exhibit A, Progress Report Form, must be submitted on a quarterly basis to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov) starting in the quarter of the Agreement Execution Date through the quarter in which the final task deliverable is accepted and the Grantee is provided a Deliverable Acceptance Letter.
3. Contractual Services. For all grant agreements that include Contractual Services as a budget category, the Grantee must submit Exhibit H, Contractual Services Certification, and all supporting documentation required therein, for each of the Grantee's contractors prior to submitting a payment request for contractual services.
4. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.
5. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.
6. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must include the Department's logo (which can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."
7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to [ResilientFloridaGrants@FloridaDEP.gov](mailto:ResilientFloridaGrants@FloridaDEP.gov) upon completion of the project, which may be after the Agreement's Date of Expiration.
8. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
  - a. The copyright in any work developed under this Agreement; and
  - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.If any funds awarded by this Agreement are used to purchase ownership of or license to any copyrighted,

patented, and/or trademarked software and/or programming used to complete this Project, such software and/or programming must comply with Chapter 119, F.S. The Department will not approve payment for Grantee's purchase or use of any copyrighted, patented, and/or trademarked software and/or programming that does not fully comply with the requirements of Chapter 119, F.S.

9. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards, found on the Resilient Florida Program website: <https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards>, and raw data sources shall be defined within the associated metadata.
10. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.
11. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

### **Implementation Grants**

12. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a SLIP study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.
13. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all required, acquired, and approved permits for the project.
14. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient

Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

**Grants Funded with American Rescue Plan Act (ARPA) Funds**

15. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT A  
PROGRESS REPORT FORM**

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each progress report must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT C  
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**EXHIBIT F**

**DEP AGREEMENT NO. 26PLN51**

**CITY OF DESTIN VULNERABILITY ASSESSMENT AND ADAPTATION PLAN UPDATES**

**City of Destin**

**Final Project Report**



Insert Month & Year

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

## **Part I. Executive Summary**

## **Part II. Methodology**

## **Part III. Outcome**

*Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.*

## **Part IV. Further Recommendations**

### **Instructions for completing Exhibit F Final Project Report Form:**

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



**Florida Department of Environmental Protection**

**EXHIBIT G**

**PHOTOGRAPHER RELEASE FORM  
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

**DEP AGREEMENT NO: 26PLN51**

**RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS**

**Owner/Submitter's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone Number:** ( ) \_\_\_\_\_ **Email:** \_\_\_\_\_

**License and Indemnification**

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

**I have read and understand the terms of this release.**

**Owner signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Photo/video/audio/artwork/recording file name(s):** \_\_\_\_\_

**Location of photo/video/audio recording/artwork:** \_\_\_\_\_

**Name of person accepting Work submission** \_\_\_\_\_

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
CONTRACTUAL SERVICES CERTIFICATION**

**Exhibit H**

*Required for all grant agreements that include Contractual Services as an expenditure category.*

DEP Agreement Number: \_\_\_\_\_

Project Title: \_\_\_\_\_

Grantee: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

*Note: A separate Exhibit H is required for each of the Grantee's contractor(s).*

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. For competitively procured fixed-price (vendor) subcontracts: A copy of the tabulation form (i.e., list of all quotes or bid amounts, as applicable) for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement documents), as required by Attachment 1, Paragraph 9(c)(i);
3. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11. This submittal should include any relevant executed task/work/purchase order(s) and all subsequent amendments and/or change orders, as applicable, and as required for the work conducted under the above-mentioned DEP Agreement Number; and
4. This Exhibit H, signed and dated by the Grantee Grant Manager.

---

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this Exhibit, as stated above, to the Department Grant Manager. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

---

Grantee's Grant Manager Signature

---

Print Name

---

Date

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
RESILIENT FLORIDA GRANT PROGRAM  
EXHIBIT I  
VULNERABILITY ASSESSMENT COMPLIANCE CERTIFICATION CHECKLIST**

The current **Exhibit I, Vulnerability Assessment Compliance Certification Checklist**, for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. The checklist must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit I that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

**COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION  
FORM  
(PUR 1808)**

**Exhibit J**

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

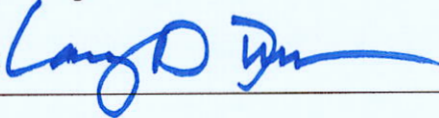
City of Destin is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Larry Jones

Title: City Manager

Signature:



Date:

12/17/2025

## Exhibit C

### CITY OF DESTIN, FLORIDA

#### AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This AGREEMENT made and entered into this 14<sup>th</sup> day of November 2019, between the CITY OF DESTIN, FLORIDA (hereinafter referred to as "CITY" or "OWNER") and DEWBERRY ENGINEERING, INC. (hereinafter referred to as "CONSULTANT").

WHEREAS, the CITY desires to engage the CONSULTANT to provide continuing general professional consulting engineering services; and

WHEREAS, the CITY has followed the selection and negotiation process set forth in the Florida Consultant's Competitive Negotiation Act, Chapter 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, CONSULTANT'S consultants, and any of CONSULTANT'S agents 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 Proposals (RFP) NO. 19-01-PS 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 and the general public; right-of-way identification, appraisal and assistance in acquisition 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 "B".
- 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, as deemed by the CITY in its sole discretion. 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 "B", may occur annually starting one year after this Agreement's 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. Upon receipt of this written notice, CONSULTANT shall promptly remedy any fault or defect in the services performed or nonconformance of 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 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.
- 6.2 This Agreement may be terminated by either party upon not less than sixty (60) days written notice, for any reason or no cause whatsoever.
- 6.3 The CITY may suspend an open task order upon not less than ten (10) days written notice.
- 6.4 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 (7) 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 certified 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	CONSULTANT
Lance A. Johnson, City Manager	Cliff Knauer, DEWBERRY
4200 Indian Bayou Trail Destin, Florida 32541 850.837.4242	877 County Road 393 North Santa Rosa Beach, FL 32459-5370 850.267.0759

## 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 the statutory limits. 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, Business Automobile and Workers' Compensation policies 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 RFP number and title for all coverages required herein prior to execution of this Agreement, such evidence of which shall be attached hereto as Exhibit "C" 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 a waiver of the City of Destin's rights and immunities under the Florida Constitution, common law or Florida Statutes 768.28, as amended from time to time, or any other provision of law.

## **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 no where 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 bona fide 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 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 This Agreement shall not be assigned or otherwise conveyed to any other third party without the written consent of the non-assigning or non-conveying party.
- 11.15 **WAIVER OF RIGHT TO JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENTS CONTEMPLATED TO BE EXECUTED IN CONJUNCTION THEREWITH, AND ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO.**

## **ARTICLE 12 PUBLIC RECORDS**

- 12.1 **CONTRACTOR** must comply with the public records law, Chapter 119, Florida Statutes; specifically, **CONTRACTOR** must:
  - a. Keep and maintain public records required by the CITY to perform the service.
  - b. Upon request of 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 Agreement if **CONTRACTOR** does not transfer the records to the CITY.
  - d. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of **CONTRACTOR** or keep and maintain public records required by the CITY to

perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, Contractor 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.

- e. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MUST CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE CITY AT (850) 837-4242 OR BY MAIL AT CITY OF DESTIN, CITY CLERK'S OFFICE, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541.


THIS AGREEMENT ENTERED INTO AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

CITY:  
Lance A. Johnson  
Its: City Manager

  
signature

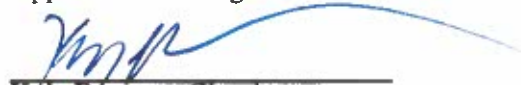
Date: 11/14/19

Attest to  
Signature:

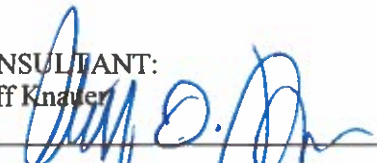
  
(Seal)

Date: 11/14/19

Approved as to Legal Form:

  
Kyle Bauman, City Attorney

CONSULTANT:  
Cliff Knauer  
Its:

  
ASSOCIATE VICE PRESIDENT  
signature

Date: 11.8.19

Witness to Signature:



Print Name:



Witness to Signature:



Print Name:

ALEX ROUCHIAKALL

**EXHIBITS**

- A. Request for Proposal No. 19-01-PS
- B. Fee Schedule
- C. Certificates of Insurance

EXHIBIT "B"

**Hourly Rate Schedule**

Position	Hourly Rate



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/07/2019

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).

<b>PRODUCER</b> MARSH USA, INC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386	<b>CONTACT NAME:</b> Molly Koch
	<b>PHONE (A/C No., Ext.):</b> 202-263-6732
CN102736896-7/1-1.1a-19-20	<b>FAX (A/C, No.):</b>
	<b>E-MAIL ADDRESS:</b> molly.koch@marsh.com
<b>INSURED</b> DEWBERRY ENGINEERS INC. 877 CR 393 NORTH SANTA ROSA BEACH, FL 32459	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>GAWU</b>	<b>INSURER A :</b> Charter Oak Fire Insurance Company
	<b>INSURER B :</b> Travelers Indemnity Co
	<b>INSURER C :</b> Travelers Property Casualty Co. Of America
	<b>INSURER D :</b> Beazley Insurance Company, Inc.
	<b>INSURER E :</b> Lloyd's Of London
	<b>INSURER F :</b>

**COVERAGES**                      **CERTIFICATE NUMBER:** CLE-006503759-03                      **REVISION NUMBER:** 3

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>CONTRACTUAL INS. COV.</b> (INSURED CONTRACTS) GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			630-7792B312-COF-19	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-1N788974-19-43-G	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP / COLL DED: \$ 1,000
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			CUP-4J580377-19-43	07/01/2019	07/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PKUB-1722B67-3-19	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE      OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>PROFESSIONAL LIABILITY</b>			V11B5E191001	07/01/2019	07/01/2020	PER CLAIM/AGGREGATE 2,000,000
E	<b>EXCESS PROF. LIABILITY</b>			FINPA1900103	07/01/2019	07/01/2020	PER CLAIM/AGGREGATE 3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 DEWBERRY PROJECT/JOB/PLN # 50119419, BU 2723. RE: CITY OF DESTIN PROFESSIONAL ENGINEERING SERVICES. CLIENT CONTRACT #: 19-01-PS.

CITY OF DESTIN, FLORIDA IS INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY.  
 WAIVER OF SUBROGATION IS APPLICABLE WHERE REQUIRED BY WRITTEN CONTRACT.

[CONTD ON ADDITIONAL PAGES]

## CERTIFICATE HOLDER

## CANCELLATION

CITY OF DESTIN, FLORIDA 4200 INDIAN BAYOU TRAIL DESTIN, FL 32541	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE</b> of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY MARSH USA, INC.		NAMED INSURED DEWBERRY ENGINEERS INC. 877 CR 393 NORTH SANTA ROSA BEACH, FL 32459	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Other

Limits

PROF. LIABILITY SIR \$1,000,000 :

RETRO. DATE: FULL PRIOR ACTS :

DESCRIPTION OF OPERATIONS (CONTD):

AS RESPECTS THE GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIABILITY, AND WORKERS' COMPENSATION COVERAGES EVIDENCED ABOVE, NOTICE OF CANCELLATION WILL BE PROVIDED BY THE INSURER(S) TO THE CERTIFICATE HOLDER PER THE ATTACHED AS REQUIRED BY WRITTEN CONTRACT. AS RESPECTS THE PRIMARY LAYER ONLY OF THE PROFESSIONAL LIABILITY COVERAGE EVIDENCED ABOVE, IF THIS POLICY IS CANCELLED BY THE INSURER, OTHER THAN FOR NON-PAYMENT OF PREMIUM, THE INSURER WILL PROVIDE 30 DAYS WRITTEN NOTICE TO CERTIFICATE HOLDER.

POLICY NUMBER: P-630-7792B312-COF-19

ISSUE DATE: 06-20-19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

### **SCHEDULE**

**CANCELLATION:**

**Number of Days Notice of Cancellation: 30**

**PERSON OR  
ORGANIZATION:**

ANY PERSON OR ORGANIZATION  
(CONTINUED ON IL T8 06)

**ADDRESS:  
SEE IL T8 06**

**FAIRFAX  
VA  
22031**

### **PROVISIONS:**

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

POLICY NUMBER: P-630-7792B312-COF-19

GENERAL PURPOSE ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US  
IL T4 05 03 11

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:  
ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CONTINUATION OF FORM IL T4 05, PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT  
NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME  
AND ADDRESS OF SUCH PERSON OR  
ORGANIZATION, AFTER THE FIRST NAMED INSURED SHOWN IN THE DECLARATIONS RECEIVES  
NOTICE FROM US OF THE  
CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF  
THE APPLICABLE NUMBER OF DAYS  
SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST  
FROM YOU TO US.

POLICY NUMBER: (PKUB-1722B67-3-19)

**NOTICE OF CANCELLATION OR NONRENEWAL  
TO DESIGNATED PERSONS OR ORGANIZATIONS**

The following is added to **PART SIX – CONDITIONS**:

**Notice Of Cancellation Or Nonrenewal To Designated Persons Or Organizations**

If we cancel or non-renew this policy for any reason other than non-payment of premium by you, we will provide notice of such cancellation or non-renewal to each person or organization designated in the Schedule below. We will mail or deliver such notice to each person or organization at its listed address at least the number of days shown for that person or organization before the cancellation or nonrenewal is to take effect.

You are responsible for providing us with the information necessary to accurately complete the Schedule below. If we cannot mail or deliver a notice of cancellation or nonrenewal to a designated person or organization because the name or address of such designated person or organization provided to us is not accurate or complete, we have no responsibility to mail, deliver or otherwise notify such designated person or organization of the cancellation or nonrenewal.

**SCHEDULE**

<b>Name and Address of Designated Persons or Organizations:</b>	<b>Number of Days Notice</b>
<b>ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NON RENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:</b>	<b>30</b>
<b>1. YOU SEE TO IT THAT WE RECEIVE A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NON RENEWAL OF THIS POLICY; AND</b>	
<b>2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.</b>	

**ADDRESS:**  
**THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **VIRGINIA BLANKET CANCELLATION AND NONRENEWAL NOTICE**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

In the event of cancellation or nonrenewal or material change that reduces or restricts the insurance afforded by this Coverage Part, we agree to mail prior written notice of cancellation or nonrenewal or material change to:

### **SCHEDULE**

Any person or organization to whom you have agreed to under any contract or agreement that notice of cancellation or material limitation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation or nonrenewal or material change of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

**3. Number of days advance notice:**

<b>Cancellation for nonpayment of premium:</b>		Days
<b>Cancellation other than nonpayment of premium:</b>	<b>30</b>	Days
<b>Nonrenewal:</b>		Days
<b>Material change:</b>		Days

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

**NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.**

Effective date of this Endorsement: 01-Jul-2019

This Endorsement is attached to and forms a part of Policy Number: V11B5E191001

Beazley Insurance Company, Inc. referred to in this endorsement as either the "Insurer" or the "Underwriters"

**DEWBERRY NOTICE OF CANCELLATION TO CERTIFICATE HOLDER**

This endorsement modifies insurance provided under the following:

**ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY**

In consideration of the premium charged for the Policy, it is hereby understood and agreed that in addition to the provisions of the Cancellation section of the Conditions, if this policy is cancelled by us, other than for non-payment of premium, we will provide 30 days written notice to the following party(ies):

As per list to be provided by the Named Insured or its Broker of Record.

All other terms and conditions of this Policy remain unchanged.

  
\_\_\_\_\_  
Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

### **SCHEDULE**

**CANCELLATION:**

**Number of Days Notice of Cancellation:**

#### **PERSON OR ORGANIZATION:**

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

#### **ADDRESS:**

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

#### **PROVISIONS:**

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.



## COMMUNITY DEVELOPMENT DEPARTMENT

# AGENDA ITEM

**CITY COUNCIL MEETING DATE:** March 16, 2026

**TYPE OF AGENDA ITEM:** Consent Agenda

---

**TO:** City Council

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

**FROM:** Sherry Burney, Planner  
Noell Bell, Interim Community Development Director  
Daniel Butler, Principal Planner

**SUBJECT:** 605 Choctaw Drive, Residential Marine Construction, PZ-2026-5

---

### **BACKGROUND:**

Ronald and Katherine Brice have applied for Harbor and Waterways Board review. The proposed project includes the construction of a new marginal dock, measuring approximately six feet (6') long (into the canal) by 59 feet (59') wide along the seawall.

The applicant seeks a recommendation for approval from the Harbor and Waterways Board for a residential marine construction project proposing a new residential marginal dock with:

Total Square Feet:	354 SF
Total Number of Piers or Docks:	1
Total Length:	6 LF
Total Slip Density:	2 (within upland cut)
Located in:	Canals of Holiday Isle

### **DISCUSSION:**

The applicant requests Harbor and Waterways Board review for residential marine construction located at 605 Choctaw Drive, within the canals of Holiday Isle.

The Harbor and Waterways Board is being asked to review the proposed Marine project per Land Development Code ***Section 11.05.01 - General regulations; prohibitions*** and ***Section 11.05.02 – Permitting procedures***. Below are Staff's findings with respect to ***Section 11.05.01*** and ***Section 11.05.02***; items not applicable to this project are marked "Not Applicable."

***11.05.01. General regulations; prohibitions.*** *This article establishes and regulates procedures and standards by which the City controls and regulates development, construction and activities*

*within and contiguous to the Harbor and waterways of Destin. The following regulations and prohibitions shall apply to the Harbor and waterways of Destin:*

- A. No person shall construct or add to an existing dock, seawall, bulkhead, mooring or piling, modify an existing submerged land lease, or conditions thereto, or conduct dredge or fill operations in, or contiguous to, the Harbor or waterways of Destin without first obtaining the proper authorization from the appropriate federal, state and City agencies.

***Staff response:*** *The applicant has submitted for authorization from all appropriate agencies.*

- B. The addition or modification of a boat lift or pilings within an existing legal and conforming boat slip shall not require the review of the Harbor and Waterways Board or the City Council. Rather, a copy of the U.S. Army Corps of Engineers permit, DEP permit, and a homeowner's association approval (if applicable) shall accompany a completed application for a building permit, provided no additional slips are created.

***Staff response:*** *Not applicable.*

- C. No fish carcasses and debris shall be discharged into the Harbor or waterways of Destin.

***Staff response:*** *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

- D. No person who maintains or operates a dock shall allow or permit the disposal of fish carcasses, litter, waste petroleum products or other pollutants into the Harbor or waterways of Destin. Trash disposal receptacles shall be anchored to each dock to ensure compliance with the provisions of this article.

***Staff response:*** *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

- E. No fuel or oil shall be willfully or knowingly discharged in the Harbor or waterways of Destin. No dock which sells fuel or oil shall be constructed, operated or maintained in the Harbor or waterways of Destin unless an oil abatement plan, in accordance with Coast Guard guidelines, is available at each dock. The Destin Harbor and Waterways Board shall review and recommend approval or disapproval of each oil abatement plan to the City Council, which shall have approval authority. Each existing dock which sells fuel or oil shall develop and have approved an oil abatement plan acceptable to the City. All new docks which sell fuel or oil shall develop and have an approved oil abatement plan, which is acceptable to the City, prior to receiving a building permit from the City.

***Staff response:*** *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to. Additionally, this is a proposed residential dock; therefore, no fuel/oil shall be sold here.*

- F. No new or existing dock shall be constructed or modified such that the length of any pier as completed is greater than 20 percent of the width of the Harbor or waterway at

the place where the pier is located, or out 200 feet, whichever is less, except in Choctawhatchee Bay.

**Staff response:** *The proposed marginal dock will be fifty-nine feet (59') linear feet long, extending only 6 feet (6') waterward from the seawall. The dock, as proposed, complies with all applicable dimensional standards and will not exceed the maximum permitted length, as defined by the LDC.*

- G. No piling(s) shall be added to the waterward end of any pier which piling(s) would make the total length of the dock more than 200 feet, or 20 percent of the waterway, whichever is less, except in Choctawhatchee Bay.

**Staff response:** *The proposed marginal dock will be fifty-nine feet (59') linear feet long, extending only 6 feet (6') waterward from the seawall. The dock, as proposed, complies with all applicable dimensional standards and will not exceed the maximum permitted length, as defined by the LDC.*

- H. No vessel shall be moored or docked on the waterward end of any pier of the maximum legal length, as determined pursuant to subsection F above, for more than 72 hours.

**Staff response:** *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

- I. No dock shall be constructed which permits the commercial docking of boats with on-board toilets unless the dock is equipped with a sewage pump-out.

**Staff response:** *Not applicable.*

- J. No dock shall be constructed which permits the docking of a live-aboard unless such vessel has an operable holding tank.

**Staff response:** *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

- K. No boat shall be moored in the Harbor or waterways of Destin such that it constitutes a hazard to navigation.

**Staff response:** *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

- L. No dock shall be constructed such that it constitutes a hazard to navigation.

**Staff response:** *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

- M. Excepting docks connected to uplands zoned SHMU, or those located on Choctawhatchee Bay, no dock shall be longer than the width, at the mean high-water line, of the lot to which the dock is attached.

**Staff response:** Total waterfront footage is approximately 90 LF. Proposed marginal dock length of 6 feet (6') is less than the width of the lot at the MHWL.

- i. For those docks connected to uplands zoned SHMU, or those located on Choctawhatchee Bay, a dock may be constructed to a length of 1.5 times the width of the property at the mean high-water line, provided the length of the dock does not exceed the maximum length established by paragraphs F and G above.

**Staff response:** Not applicable.

- ii. For the purpose of this subsection, lots may be combined with neighboring lots. However, no dock may exceed the limitations specified in subsection F above.

**Staff response:** Not applicable.

- N. No dock shall be constructed or modified such that slip density exceeds one slip per eight linear feet of waterfront footage except that, on canals, no lot may have more than one slip per 45 linear feet of waterfront. However, all lots riparian to a canal shall be entitled to at least two slips on the canal.

**Staff response:** The proposed marine construction only contains two (2) slips, therefore complying with this requirement.

- O. No boat or vessel, entering into, exiting or operating within Destin Harbor shall operate at such speed that would create a wake that endangers other boats or vessels, swimmers or other people within Destin Harbor, or would contribute to any adjacent land erosion.

**Staff response:** This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.

- P. No heated or cooled water may be emitted into the Harbor, waterways, or the Harbor canals other than from a boat.

**Staff response:** This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.

- Q. No pier shall extend more than six feet into a canal right-of-way.

**Staff response:** The proposed marginal dock will be extending only 6 feet (6') waterward from the proposed seawall. The dock, as proposed, complies with all applicable dimensional standards and will not exceed the maximum extension into the canal, as defined by the LDC.

- R. No discharge of water shall contain phosphorous or any other substance likely to cause a violation of the water quality standards specified in Chapter 17-302, Florida Administrative Code.

**Staff response:** This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.

- S. No dock or vessel shall be placed within the 25-foot setback of a property line without providing prior written notification to the adjoining landowners and requesting their response. Any objections received from the adjoining property owners will be considered by the Harbor and Waterways Board in their recommendations to the City Council.

*Staff response: Staff sent the Adjacent Property Notification to the neighboring properties on February 19, 2026. As proposed, the riparian rights of others are not interfered with.*

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

*Staff response: Staff sent the Adjacent Property Notification to the neighboring properties on February 19, 2026. As proposed, the riparian rights of others are not interfered with.*

- U. No dock of 100 feet or longer shall be constructed unless a white navigation/security night-light is installed at the furthest point seaward on said dock and such light is to be illuminated continuously from dusk to dawn every night of the year. All existing docks 100 feet or longer shall install and operate a navigation/security light pursuant to this subsection. Each light shall be installed within 90 days after adoption of this Code.

*Staff response: Not applicable.*

- V. No commercially operated boat docking facilities shall be permitted or operated unless equipped with firefighting facilities as specified by the City.

*Staff response: Not applicable.*

- W. No construction shall be allowed, which violates any provision of the Standard Building Code, as adopted by the City.

*Staff response: Applicant must obtain an approved Marine Construction Permit prior to any construction.*

- X. No electrical or water service upon any dock shall be installed unless a permit is obtained from the Planning Department and Building Department for that service.

*Staff response: Applicant must obtain an approved Marine Construction Permit prior to any construction.*

- Y. No person, while operating a boat within the or waterways of Destin shall allow or permit the disposal of fish carcasses, litter, waste, petroleum products or other pollutants into the Harbor or waterways of Destin from such boats.

*Staff response: This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

- Z. No lot, or multi-contiguous lots, with less than 50 feet of waterfront footage shall be allowed individual docks, unless they are parallel to the shoreline. However, docks may be allowed under the provisions of subsection **11.05.01.M.2**.

**Staff response:** *Not applicable.*

Pursuant to **Section 11.05.03, Land Development Code (LDC)**, all construction shall be inspected by the City Building Inspector for compliance with applicable building codes. The applicant shall be responsible for the condition and repair of permitted docks and failure to maintain said docks in a safe condition shall constitute grounds for revocation of the permit.

**PUBLIC COMMENT:**

Staff have received no comments from the public to date.

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

IV. Enhanced quality of life and safety for families.

**B. Effect on Budget (EOB):**

N/A

**C. Level of Service (LOS):**

N/A

**CONCLUSION:**

The applicant requests the Harbor and Waterways Board recommendation for approval for a residential marine construction project located at 605 Choctaw Drive. Additionally, the applicant provided the Florida Department of Environmental Protection (FDEP) approval (Permit No. 0464181-001-EI/46), along with an email confirming United States Army Corps of Engineers (USACE) proof of submittal (SAJ-2025-02500).

City Staff reviewed the application and determined that the plans comply with **LDC Section 11.05.00, Marina Siting**, and the Coastal Management Element of the City's Comprehensive Plan (**Coastal Management Element Policy 6-1.1.6**).

At the regularly scheduled Harbor and Waterways Board (HWB) meeting on Thursday, February 26, 2026, the HWB unanimously recommended City Council approval of the residential marine construction at 605 Choctaw Drive.

**RECOMMENDED MOTION:**

I move to approve the proposed residential marine construction project at 605 Choctaw Drive for the construction of a marginal dock measuring approximately six feet (6') long (into the canal) by 59 feet (59') wide along the seawall, with the following conditions:

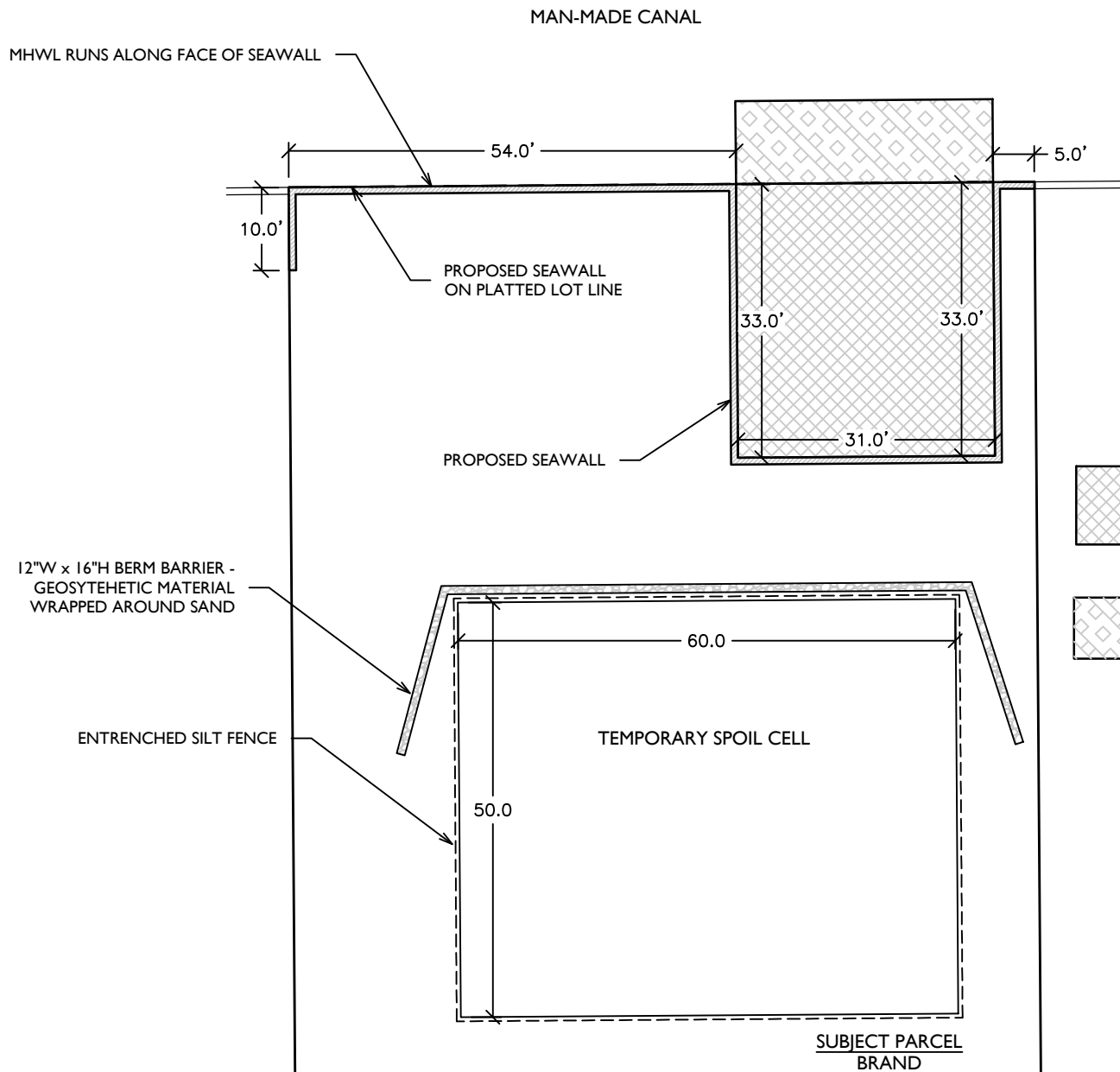
1. All applicable Federal or State approvals shall be submitted with the Marine Construction Permit application; and
2. All regulations of the City's Marina Siting **LDC Section 11.05.00** shall be followed at all times.



**ALTERNATIVE MOTION:**

I move to deny the proposed residential marine construction project at 605 Choctaw Drive.

**Attachments:**

1. Scaled & Dimensioned Plans
2. Boundary Survey
3. FDEP Authorization
4. Proof of Ownership
5. Army Corps Authorization
6. Existing Conditions
7. Agent Affidavit
8. HOA Authorization
9. Adjacent Property Notification
10. House Plans



- 
**PROPOSED UPLAND CUT**  
 ±1023 S.F.  
 ±380 C.Y. (±150 C.Y. BELOW MHWL)
  
- 
**PROPOSED MAINTENANCE DREDGE**  
 310 SQ. FT.  
 30± CU. YDS.

SUBJECT PARCEL  
 BRAND  
 619 CHOCTAW DR  
 DESTIN, FL 32451

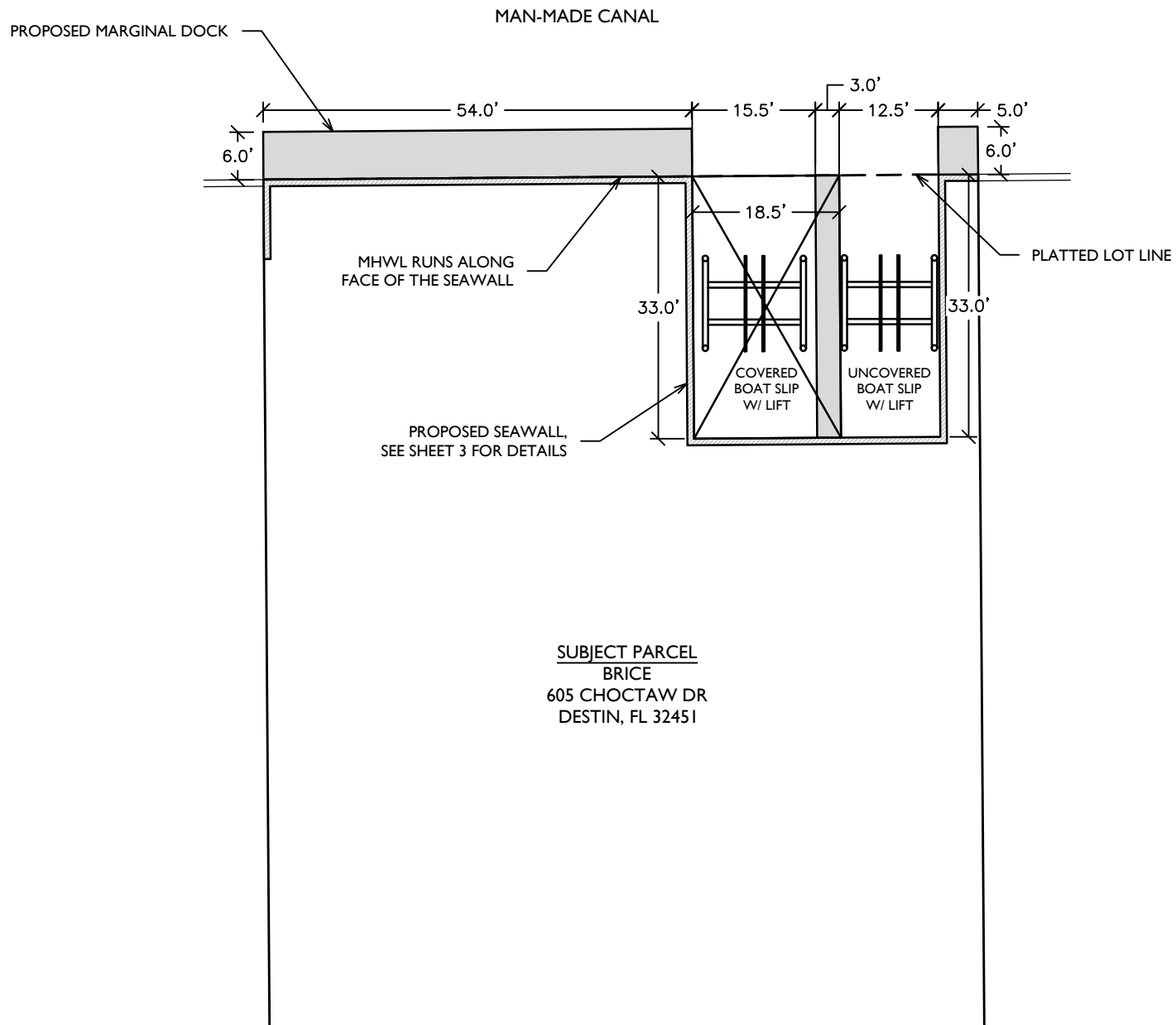
605 CHOCTAW DRIVE, BRICE UPLAND CUT  
 PLAN VIEW  
 JOB NO.: 2025.033  
 DRAWN BY: JAT  
 SHEET: 3 OF 5

DRAWING DATE: 08.21.2025

**OAKHURST  
 CONSULTING**

JASON@OAKHURSTCONSULT.COM





SUBJECT PARCEL  
BRICE  
605 CHOCTAW DR  
DESTIN, FL 32451

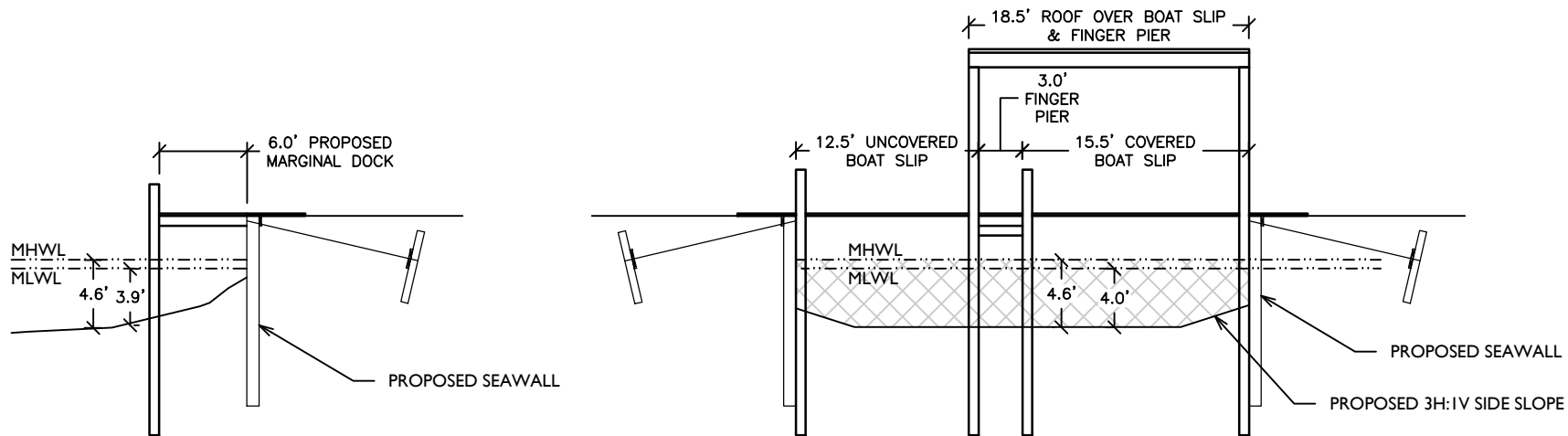
605 CHOCTAW DRIVE, BRICE UPLAND CUT  
PLAN VIEW  
JOB NO.: 2025.033  
DRAWN BY: JAT  
SHEET: 4 OF 5

DRAWING DATE: 08.21.2025


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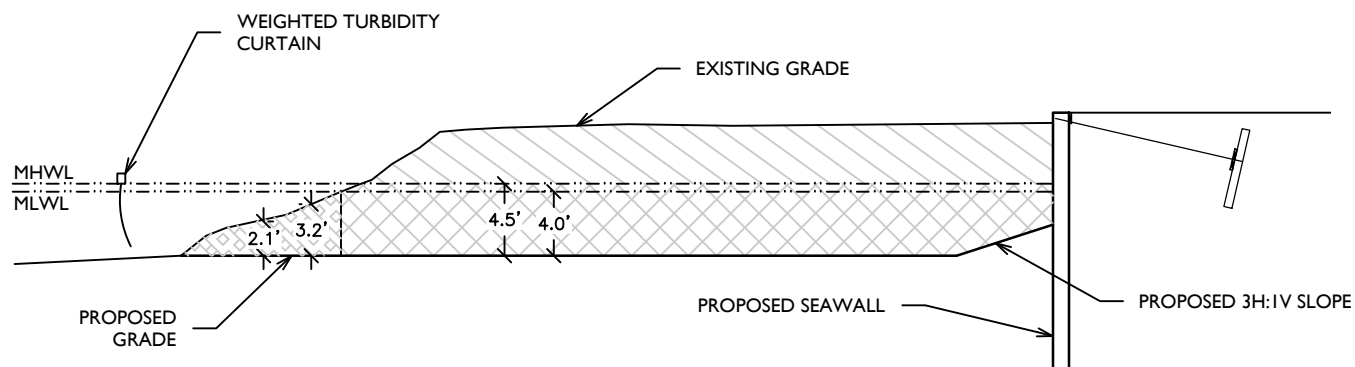




PROPOSED DOCK/DREDGE SECTION TYP.

 PROPOSED UPLAND CUT  
±1023 S.F.  
±380 C.Y. (±150 C.Y. BELOW MHWL)

 PROPOSED MAINTENANCE DREDGE  
310 SQ. FT.  
30± CU. YDS.

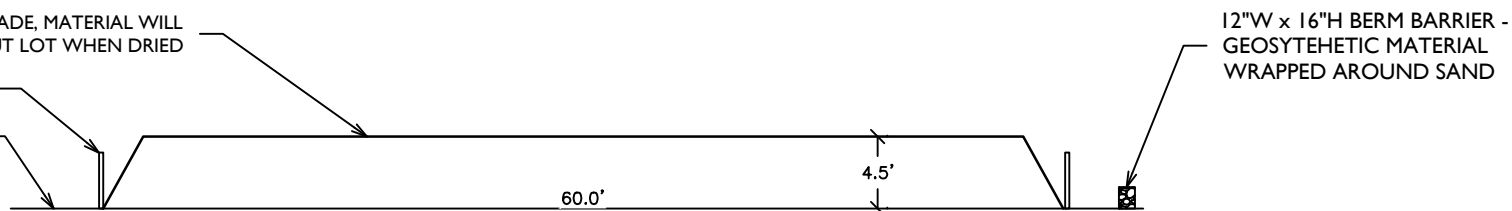


PROPOSED DREDGE SECTION TYP.

PROPOSED TEMPORARY GRADE, MATERIAL WILL BE SPREAD THROUGHOUT LOT WHEN DRIED

ENTRENCHED SILT FENCE

EXISTING GRADE



SPOIL CELL SECTION TYP.

605 CHOCTAW DRIVE, BRICE UPLAND CUT

PROFILE TYP.

JOB NO.: 2025.033

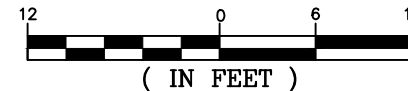
DRAWN BY: JAT

DRAWING DATE: 08.21.2025

SHEET: 5 OF 5

OAKHURST  
CONSULTING

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# FLORIDA DEPARTMENT OF Environmental Protection

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

Ron DeSantis  
Governor

Jay Collins  
Lt. Governor

Alexis A. Lambert  
Secretary

## **Permittee/Authorized Entity:**

Rono Brice  
1405 Shannon Pl  
Old Hickory, TN 37138  
[thirdandlindsley@aol.com](mailto:thirdandlindsley@aol.com)

## **Brice Upland Cut**

## **Authorized Agent:**

Jason Taylor  
1225 Oakview Rd  
Decatur, GA 30030  
[jason@oakhurstconsult.com](mailto:jason@oakhurstconsult.com)

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

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

Okaloosa County  
Permit No.: 0464181-001-EI/46

**Permit Issuance Date: October 17, 2025  
Permit Construction Phase Expiration Date: October 17, 2030**



# FLORIDA DEPARTMENT OF Environmental Protection

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

**Ron DeSantis**  
Governor

**Jay Collins**  
Lt. Governor

**Alexis A. Lambert**  
Secretary

## Environmental Resource Permit

**Permittee: Rono Brice**  
**Permit No: 0464181-001-EI/46**

### PROJECT LOCATION

The activities authorized by this permit are located at 605 Choctaw Drive, Destin, Florida 32541, Parcel No. 00-2S-24-2186-000E-0610, Section 0, Township 2 South, Range 24 West, in Okaloosa County, at 30°23'13.5105" North Latitude, 86°29'33.2218" West Longitude.

### PROJECT DESCRIPTION

The permittee is authorized to create a 1,023 sq. ft./0.02 ac./380 cu. yd. upland cut with two boat lifts, to perform a 310 sq. ft./0.007 ac./30 cu. yd. maintenance dredge, to create a temporary spoil cell and spread the dredged spoil throughout the lot once dried, to construct a 453 sq. ft. dock, and to construct a 156 linear ft. seawall within an artificial canal adjacent to Destin Harbor, a Class II Florida Waterbody and Prohibited Shellfish Harvesting Area. Authorized activities are depicted on the attached exhibits.

### AUTHORIZATIONS

#### **Brice Upland Cut**

#### Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

#### Sovereignty Submerged Lands Authorization

As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), the Department has determined the activity is not on submerged lands owned by the State of Florida. Therefore, your project is not subject to the requirements of Chapter 253, F.S., or Rule 18-21, F.A.C.

#### Federal Authorization

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **may be required** from the Corps. You must apply separately to the Corps using the Application for Department of the Army Permit (ENG 4345) or alternative as allowed by Corps regulations. More information on Corps permitting may be found online in the Jacksonville District Regulatory Division Sourcebook:

(<https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/>).

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

#### Coastal Zone Management Consistent

Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

#### Water Quality Certification Granted

This permit also constitutes a grant of water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. Section 1341. Pursuant to Rule 62-330.062, F.A.C. issuance of the individual or conceptual approval permit under this chapter shall constitute certification of compliance with water quality standards.

#### Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

### **PERMIT CONDITIONS**

The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action. Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit, as described.

**SPECIFIC CONDITIONS – ADMINISTRATIVE/EMERGENCIES**

1. The construction phase expires at 11:59 p.m. on the date indicated on the cover page of this permit.
2. For emergencies involving a serious threat to the public health, safety, welfare, or environment, the emergency telephone contact number is (800) 320-0519 (State Warning Point). The Department telephone number for reporting nonthreatening problems or system malfunctions is (850) 595-0663, day or night.
3. The mailing address for submittal of forms for the “Construction Commencement Notice”, “As-Built Certification ...”, “Request for Conversion of Stormwater Management Permit Construction Phase to Operation and Maintenance Phase”, or other correspondence is FDEP, SLERP, 160 W Government Street, Suite 308, Pensacola, Florida 32502.

**SPECIFIC CONDITIONS – PRIOR TO ANY CONSTRUCTION**

4. This permit does not authorize the construction of any additional structures not illustrated on the permit drawings.
5. Prior to the initiation of any work authorized by this permit, floating turbidity screens with weighted skirts shall be placed around the project area. The screens shall be maintained and shall remain in place for the duration of the project construction to ensure that turbidity levels outside the construction area do not exceed 29 NTU’s above background levels. The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order so that there are no violations of state water quality standards outside of the turbidity screens.
6. The following measures shall be taken by the permittee whenever turbidity levels within waters of the state exceed 29 NTUs above background:
  - a. Immediately cease all work contributing to the water quality violation.
  - b. Stabilize all exposed soils contributing to the violation, modify the work procedures that were responsible for the violation, and install more turbidity containment devices and repair any non-functioning turbidity containment devices.
  - c. Notify the Northwest District Office at (850) 595-8300 within 24 hours of the time the violation is first detected.

**SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES**

7. Any damage to wetlands outside of the authorized impact areas as a result of construction shall be immediately reported to the Department at (850)595-8300 and repaired by reestablishing the pre-construction elevations and replanting vegetation of the same species, size, and density as that in the adjacent areas. The restoration shall be completed within 30 days of completion of construction, and the Department shall be notified of its completion within that same 30-day period.
8. This permit does not authorize the construction of any additional structures not illustrated on the permit drawings. Examples of additional structures include but are not limited to

walkways, awnings, enclosed sides and covers over slip areas, finger piers, step-down stairs, storage closets and decking.

9. Best management practices for erosion control shall be implemented and maintained at all times during construction to prevent siltation and turbid discharges in excess of State water quality standards pursuant to Rule 62-302, F.A.C. Methods shall include, but are not limited to the use of staked hay bales, staked filter cloth, sodding, seeding, and mulching; staged construction; and the installation of turbidity screens around the immediate project site.

10. The permittee shall be responsible for ensuring erosion control devices/procedures are inspected and maintained daily during all phases of construction authorized by this permit until areas disturbed during construction are sufficiently stabilized to prevent erosion, siltation, and turbid discharges.

11. Construction equipment shall not be repaired or refueled in wetlands or elsewhere within waters of the state.

12. There shall be no stock piling of tools, materials, (i.e., lumber, pilings, riprap, and debris) within wetlands, along the shoreline within the littoral zone, or elsewhere within surface waters.

13. All cleared vegetation, excess lumber, scrap wood, trash, garbage and any other type of debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized in this permit.

14. All watercraft associated with the construction of the permitted structure shall only operate within waters of sufficient depth so as to preclude bottom scouring and prop dredging.

15. Dredging shall be limited to day light; no dredging activities are authorized to be conducted at night.

16. Areas to be dredged shall be dredged in accordance with the attached permit drawings and shall not exceed the areas and depths indicated on those drawings.

17. Spoil material shall not be disposed in wetlands.

18. The seawall shall be fully constructed prior to the placement of backfill material. Fill material used behind the seawall shall be clean fill and free of vegetative matter, trash, garbage, toxic or hazardous waste, or other unsuitable materials.

#### **SPECIFIC CONDITIONS - OTHER LISTED SPECIES**

19. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or permittee associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for

definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, Florida Fish and Wildlife Conservation Commission (FWC) staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to [ConservationPlanningServices@MyFWC.com](mailto:ConservationPlanningServices@MyFWC.com).

20. If new information (e.g. listing of new species, new critical habitat, etc.) shows that the magnitude of impacts to federally listed species has the potential for adverse effects, the U.S. Fish and Wildlife Service (USFWS) will notify the Department. The Department will initiate coordination with the permittee and with the USFWS to determine what adverse impacts are likely and if additional minimization measures, reporting, or monitoring are required in order to be consistent with the Endangered Species Act, as deemed necessary by USFWS.

21. The Permittee shall report any injured, sick, or dead federally or state listed animal(s) discovered onsite to the Florida Fish and Wildlife Conservation Commission Wildlife Alert number at 888-404-FWCC (3922).

22. The Permittee shall follow all [Standard Manatee Conditions for In-water Work](#) (2011).

#### **SPECIFIC CONDITIONS – OPERATION AND MAINTENANCE ACTIVITIES**

23. Overboard discharges of trash, human or animal waste, or fuel shall not occur at the dock.

24. All structures authorized by this permit shall remain in operable condition and shall not be allowed to deteriorate or otherwise contribute to a water quality violation for the life of the facility.

#### **GENERAL CONDITIONS FOR INDIVIDUAL PERMITS**

The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction

as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
  - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
  - b. For all other activities – "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].
  - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
  - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida Department of State, Division of Corporations, and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

- b. Within 30 days of submittal of the as-built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
  - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in chapter 62-330, F.A.C.;
  - b. Convey to the permittee or create in the permittee any interest in real property;
  - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
  - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the Agency in writing:
  - a. Immediately if any previously submitted information is discovered to be inaccurate; and
  - b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities

involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

19. In addition to those general conditions in subsection (1), above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

#### **NOTICE OF RIGHTS**

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

### Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at [Agency\\_Clerk@dep.state.fl.us](mailto:Agency_Clerk@dep.state.fl.us). Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

### Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent

intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

#### Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at [Agency\\_Clerk@dep.state.fl.us](mailto:Agency_Clerk@dep.state.fl.us), before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

#### Mediation

Mediation is not available in this proceeding.

#### FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

#### Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

#### FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

### Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

### **EXECUTION AND CLERKING**

Executed in Pensacola, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Kimberly R. Allen  
Permitting Program Administrator

KRA:re

### **Attachments:**

Standard Manatee Construction Conditions 2011, 2 pages  
Project Drawings and Design Specs., 5 pages

### **CERTIFICATE OF SERVICE**

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Richard Earle, FDEP, [Richard.Earle@FloridaDEP.gov](mailto:Richard.Earle@FloridaDEP.gov)  
Kimberly Allen, FDEP, [Kim.Allen@FloridaDEP.gov](mailto:Kim.Allen@FloridaDEP.gov)  
Russell Sullivan, FDEP, [Russell.Sullivan@FloridaDEP.gov](mailto:Russell.Sullivan@FloridaDEP.gov)  
USACE, [Terry.S.Hayes@usace.army.mil](mailto:Terry.S.Hayes@usace.army.mil)  
Rono Brice, Applicant, [thridandlindsley@aol.com](mailto:thridandlindsley@aol.com)  
Jason Taylor, Agent, [jason@oakhurstconsult.com](mailto:jason@oakhurstconsult.com)  
Okaloosa County, [mmartinez@myokaloosa.com](mailto:mmartinez@myokaloosa.com), [jautrey@myokaloosa.com](mailto:jautrey@myokaloosa.com),  
[sbitterman@myokaloosa.com](mailto:sbitterman@myokaloosa.com), [propertyappraiser@okaloosapa.com](mailto:propertyappraiser@okaloosapa.com)  
City of Destin, [planning@cityofdestin.com](mailto:planning@cityofdestin.com)

### **FILING AND ACKNOWLEDGMENT**

FILED, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk

October 17, 2025  
Date

### STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at [ImperiledSpecies@myFWC.com](mailto:ImperiledSpecies@myFWC.com)
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at [MyFWC.com/manatee](http://MyFWC.com/manatee). Questions concerning these signs can be sent to the email address listed above.

**CAUTION: MANATEE HABITAT**

**All project vessels**

**IDLE SPEED / NO WAKE**

When a manatee is within 50 feet of work  
all in-water activities must

**SHUT DOWN**

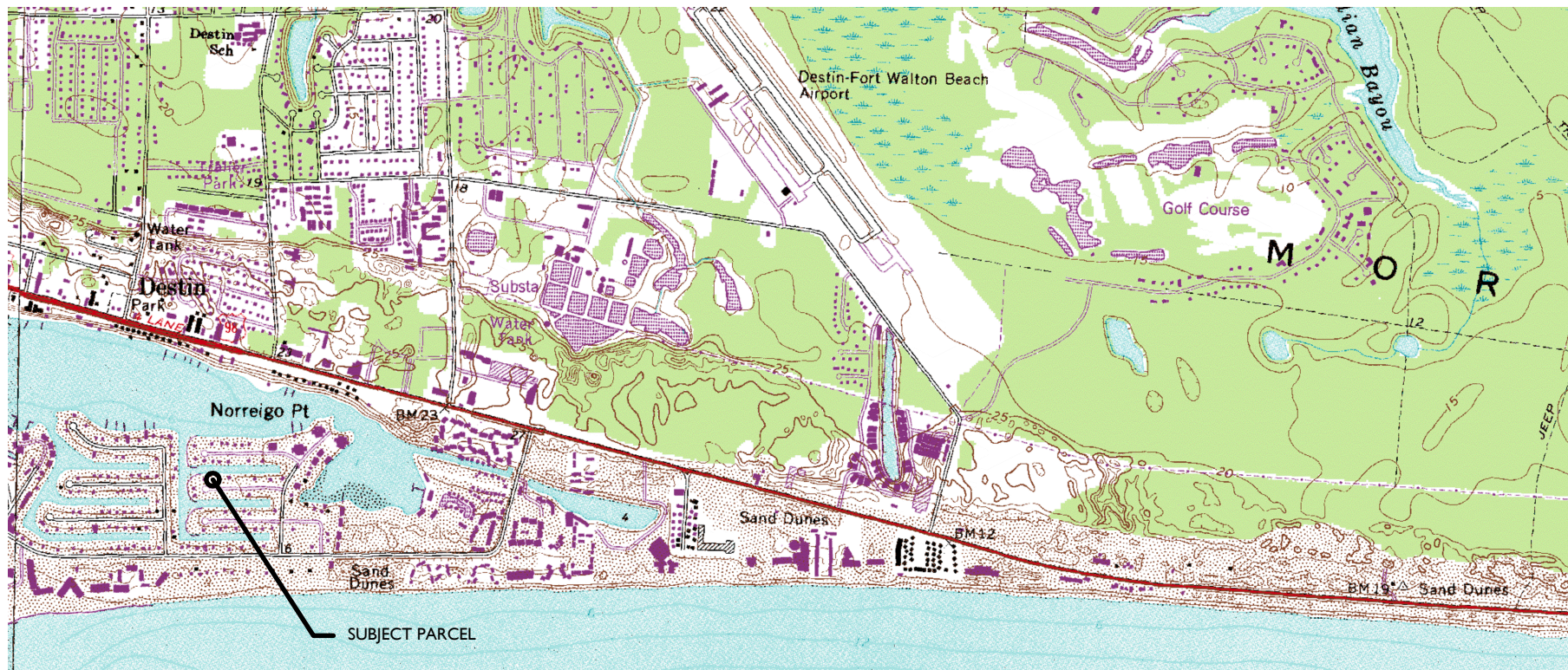
Report any collision with or injury to a manatee:

**Wildlife Alert:**

**1-888-404-FWCC(3922)**

cell \*FWC or #FWC





PROPERTY INFO

PID: 00-2S-24-2186-000E-0610  
SITUS: 605 CHOCTAW DRIVE  
DESTIN, FL 32541  
LAT: 30.3871228  
LONG: -86.492568

DRAWING INDEX

- 1- SITE LOCATION & SHEET INDEX
- 2-PLAN VIEW DEPICTED ONTO AERIAL
- 3-PLAN VIEW DREDGE
- 4-PLAN VIEW DOCK
- 5-PROFILE TYP.

RECORD OWNER

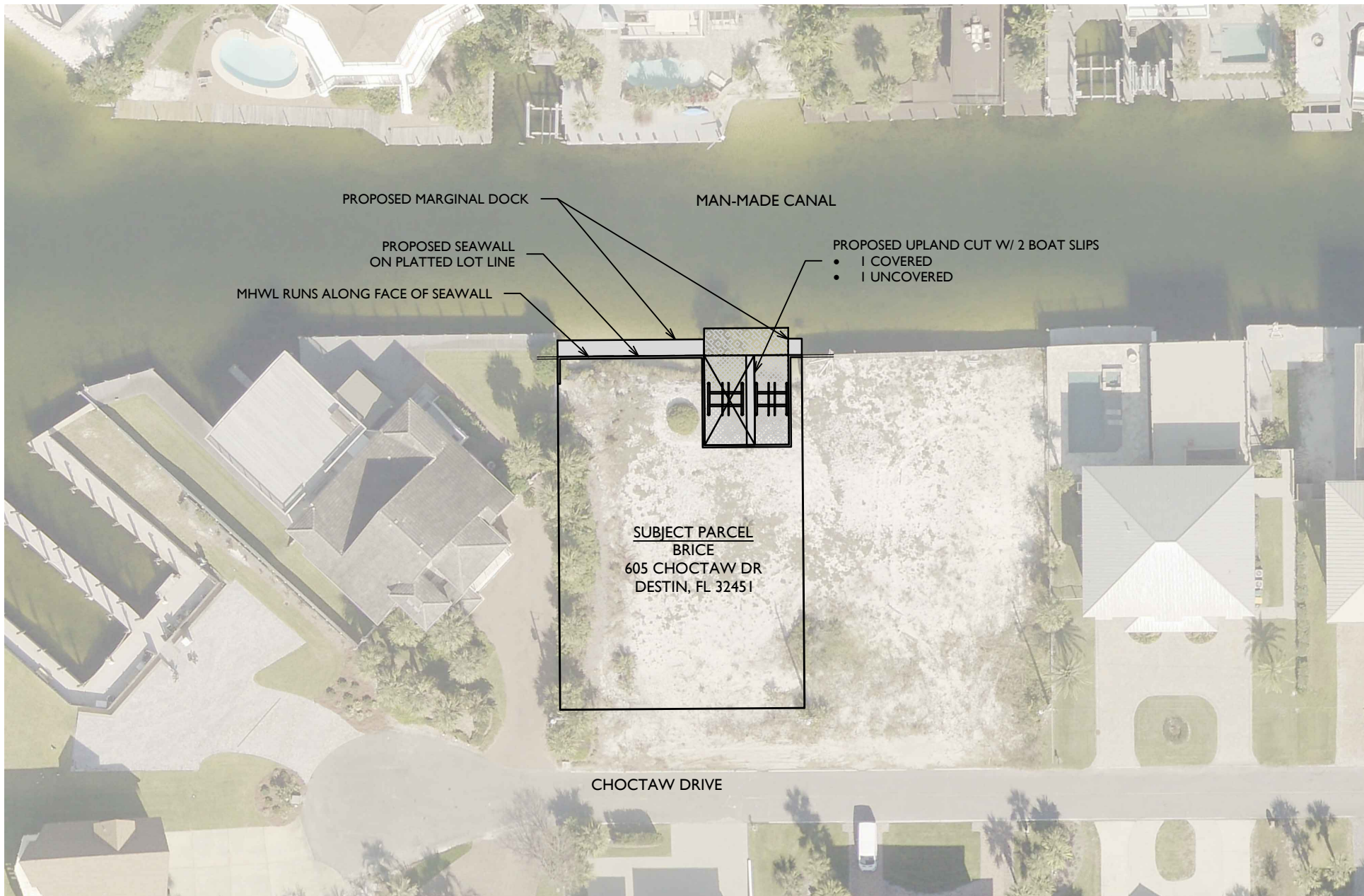
BRICE RONALD & KATHERINE  
1405 SHANNON PL  
OLD HICKORY, TN 37138

605 CHOCTAW DRIVE, BRICE UPLAND CUT  
 SITE LOCATION & DRAWING INDEX  
 JOB NO.: 2025.033  
 DRAWN BY: JAT      DRAWING DATE: 08.21.2025  
 SHEET: 1 OF 5

OAKHURST  
CONSULTING

JASON@OAKHURSTCONSULT.COM

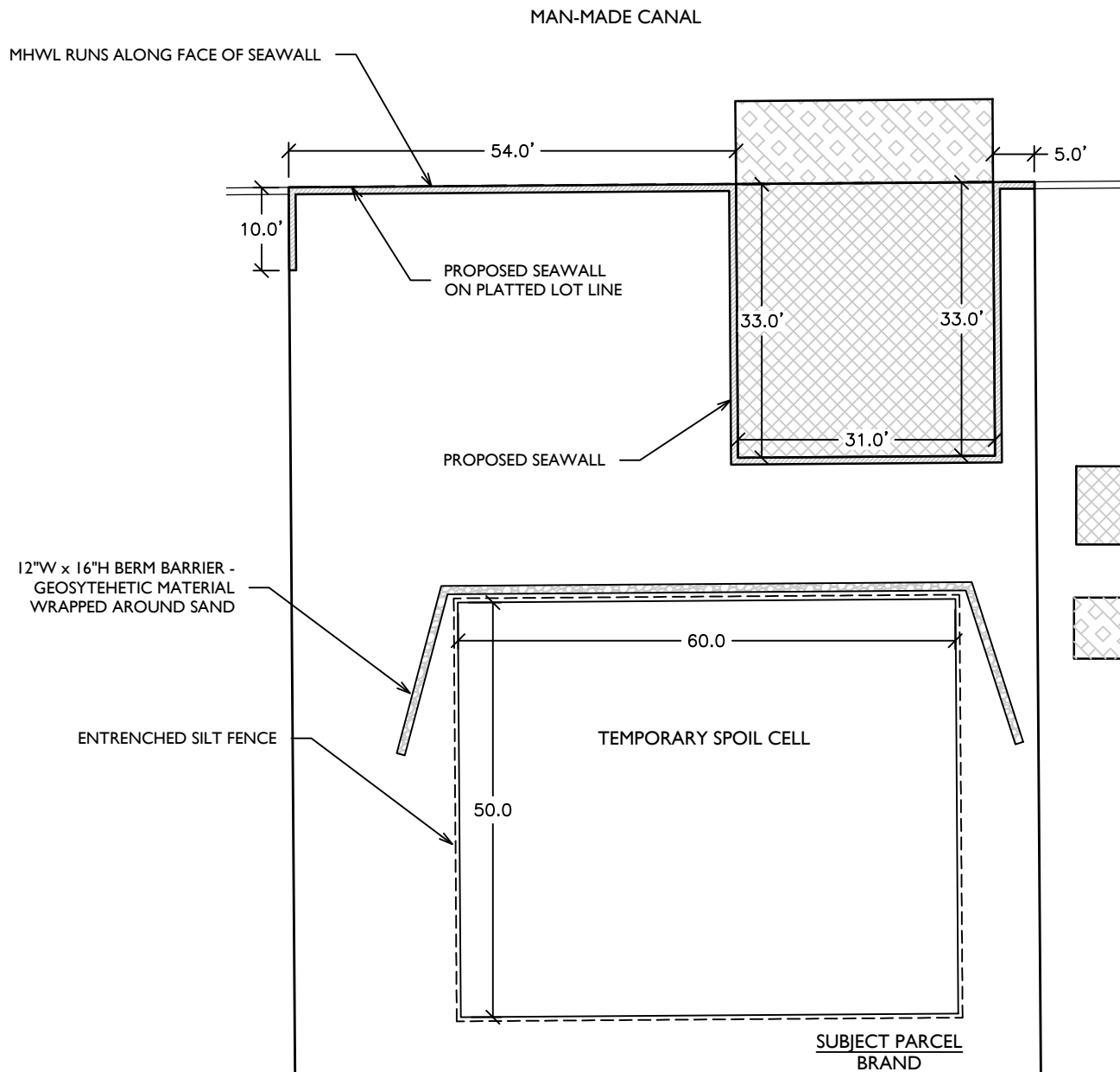






605 CHOCTAW DRIVE, BRICE UPLAND CUT  
 PLAN VIEW DEPICTED ONTO AERIAL  
 JOB NO.: 2025.033  
 DRAWN BY: JAT      DRAWING DATE: 08.21.2025  
 SHEET: 2 OF 5

**OAKHURST  
 CONSULTING**  
 JASON@OAKHURSTCONSULT.COM





- 
**PROPOSED UPLAND CUT**  
 ±1023 S.F.  
 ±380 C.Y. (±150 C.Y. BELOW MHWL)
- 
**PROPOSED MAINTENANCE DREDGE**  
 310 SQ. FT.  
 30± CU. YDS.

SUBJECT PARCEL  
 BRAND  
 619 CHOCTAW DR  
 DESTIN, FL 32451

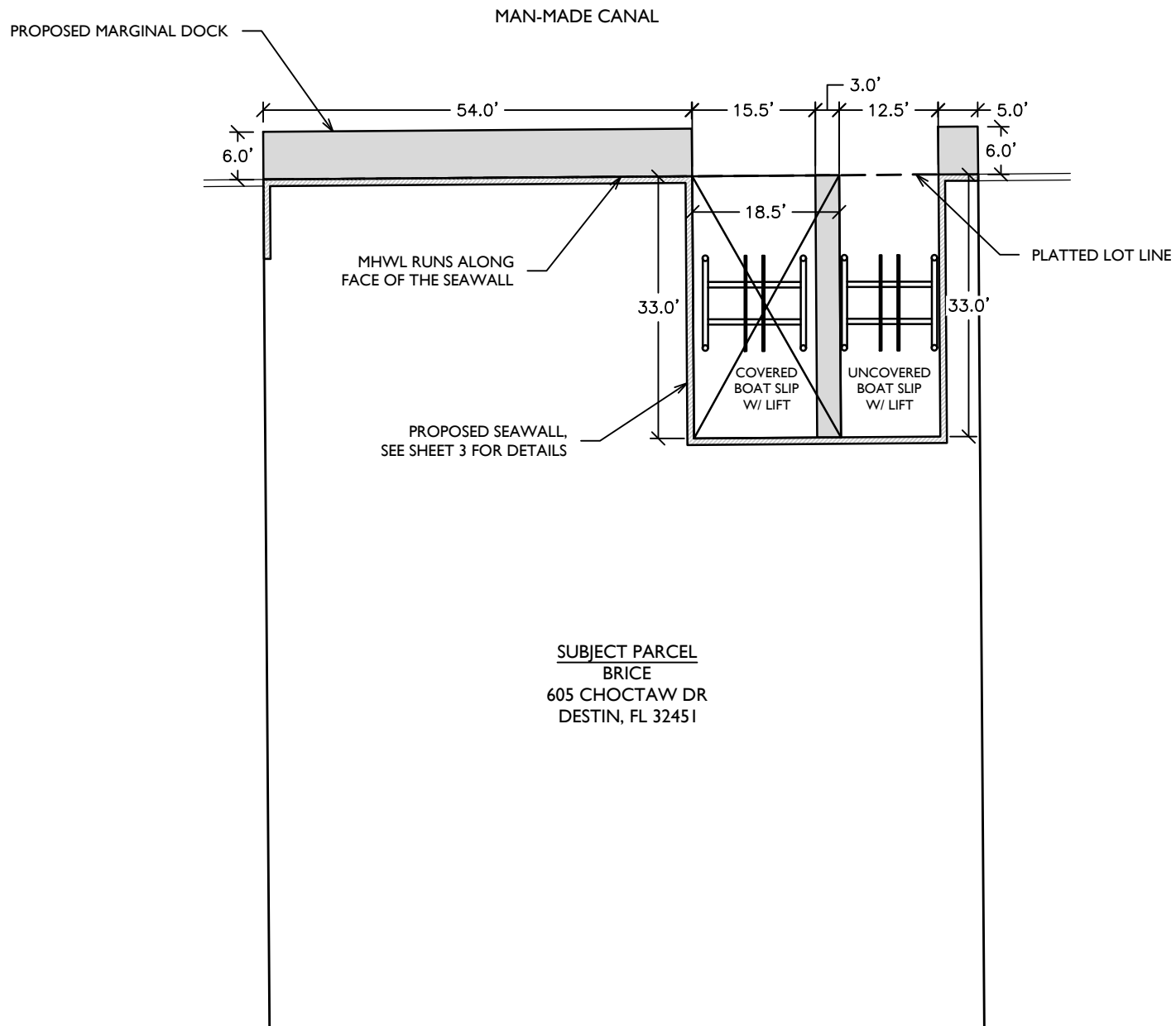
605 CHOCTAW DRIVE, BRICE UPLAND CUT  
 PLAN VIEW  
 JOB NO.: 2025.033  
 DRAWN BY: JAT  
 SHEET: 3 OF 5

DRAWING DATE: 08.21.2025

**OAKHURST  
 CONSULTING**

JASON@OAKHURSTCONSULT.COM





SUBJECT PARCEL  
BRICE  
605 CHOCTAW DR  
DESTIN, FL 32451

605 CHOCTAW DRIVE, BRICE UPLAND CUT

PLAN VIEW

JOB NO.: 2025.033

DRAWN BY: JAT

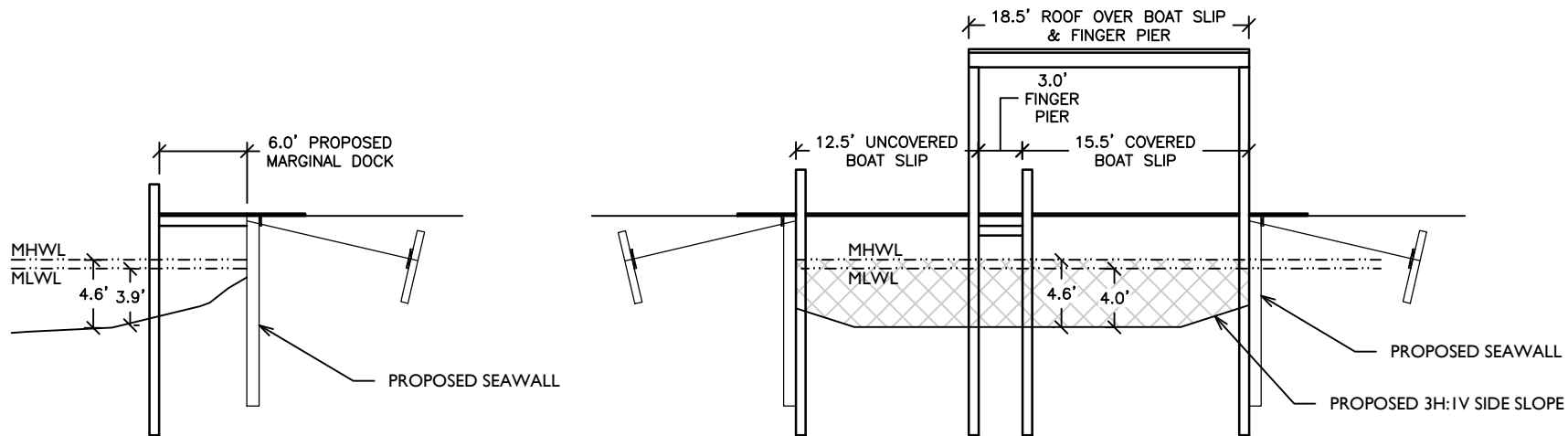
DRAWING DATE: 08.21.2025

SHEET: 4 OF 5


OAKHURST  
CONSULTING


JASON@OAKHURSTCONSULT.COM

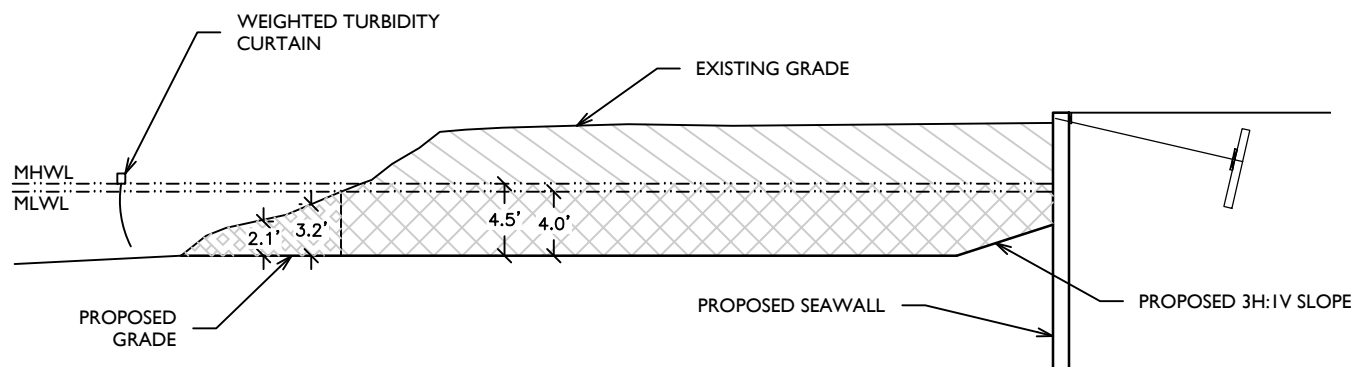




PROPOSED DOCK/DREDGE SECTION TYP.

 PROPOSED UPLAND CUT  
±1023 S.F.  
±380 C.Y. (±150 C.Y. BELOW MHWL)

 PROPOSED MAINTENANCE DREDGE  
310 SQ. FT.  
30± CU. YDS.

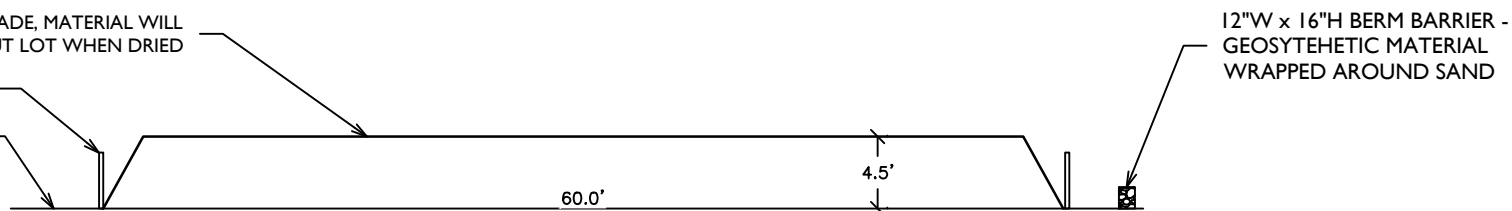


PROPOSED DREDGE SECTION TYP.

PROPOSED TEMPORARY GRADE, MATERIAL WILL BE SPREAD THROUGHOUT LOT WHEN DRIED

ENTRENCHED SILT FENCE

EXISTING GRADE



SPOIL CELL SECTION TYP.

605 CHOCTAW DRIVE, BRICE UPLAND CUT

PROFILE TYP.

JOB NO.: 2025.033

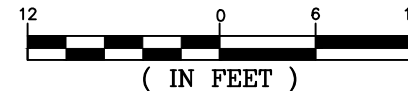
DRAWN BY: JAT

DRAWING DATE: 08.21.2025

SHEET: 5 OF 5

OAKHURST  
CONSULTING

JASON@OAKHURSTCONSULT.COM



**Prepared By:**

Northwest Florida Title and Escrow, LLC  
42 Business Centre Drive, Ste 307  
Miramar Beach, FL 32550

**File # 3769716**

08/21/2025 11:19:13 AM Total Pages: 3  
Fees: \$27.00 DeedDocTax2:\$8,750.00

Brad E Embry, Clerk of Circuit Court & Comptroller  
Okaloosa County, FL

Order No.: 2025-013

Property Appraiser's Parcel I.D. (folio) No(s):  
00-2S-24-2186-000E-0610

**ASSIGNMENT OF LEASEHOLD INTEREST**

THIS ASSIGNMENT OF LEASE is made the 1st day of May, 2025, by **Tertia G. Robbins, an unmarried woman**, whose address is 223 Spier Avenue, Allenhurst, NJ 07711 and **Venisa L. Wycherley, an unmarried woman**, whose address is 12 Canby Street, Holyoke, MA, 01040 ("Assignor"), as present owner(s) and holder(s) of a leasehold interest in the property described hereinbelow, in favor of unto **Ronald P. Brice and Katherine G. Brice, husband and wife** ("Assignee"), whose address is 1405 Shannon Place, Old Hickory, TN 37138; WITNESSETH:

Assignor(s), for and in consideration of Ten Dollars and 00/100 (\$10.00), the receipt, adequacy and sufficiency of which is hereby acknowledged, hereby assign, transfer and convey to the Assignee all of his/her/their rights, title and interest in and to the leasehold interest in and to the property commonly referred to as 605 Choctaw Drive, Destin, FL 32541 (the "Property"), described as follows:

Lot Sixty-One (61), Block E, Residential Section No. 4, on Holiday Isle, according to the plat thereof, as recorded in Plat Book 4, at Page 29, in the Public Records of Okaloosa County, Florida.

TO HAVE AND TO HOLD the same unto the Assignee for the full unexpired term of the Lease; Subject to assessments, taxes, conditions, restrictions, reservations, limitations, and easements of record.

Assignor(s) warrant he/she/they is/are the lawful owner(s) of the above-described leasehold interest in and to the Property; that the Lease is in full force and effect and not in default; and the Property is free and clear of and from all encumbrances, except as stated hereinabove; he/she/they have good right to make this assignment; and that Assignor(s) shall make such further assurances to perfect the leasehold estate in such property and every party thereof; and that Assignor(s) will defend the same against the lawful claims of all persons whomsoever.

Assignee, by acceptance of this assignment, assumes Assignor(s)' remaining leasehold obligations as such pertain to the Property.

***[SIGNATURES FOLLOW ON NEXT PAGE]***

IN WITNESS WHEREOF, ASSIGNOR(S) has/have executed this instrument effective the day and year first above written.

**ASSIGNOR(S):**

Tertia G. Robbins  
Tertia G. Robbins

**WITNESSES:**

Signed, sealed and delivered in presence of:

Francis E. Gorman

Witness Signature  
Francis E. Gorman

Printed Name of First Witness

501 Sylvania Ave. Avon, NJ 07717

Address of First Witness

Sharon A. Gorman  
Witness Signature

Sharon A. Gorman  
Printed Name of Second Witness

501 Sylvania Ave. Avon By The Sea, NJ 07717  
Address of Second Witness

STATE OF NJ

COUNTY OF MONMOUTH

The foregoing instrument was executed and acknowledged before me by means of  Physical Presence or  Online Notarization this 29 day of April, 2025 by Tertia G. Robbins, who is personally known to me or who has produced NJ Drivers Lic (type of identification) as identification.

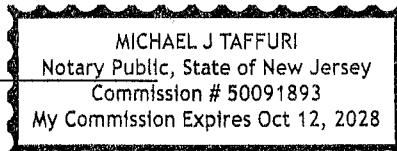
Michael J. Taffuri

Notary Public

Printed Name: Michael J. Taffuri

Commission # \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



IN WITNESS WHEREOF, ASSIGNOR(S) has/have executed this instrument effective the day and year first above written.

**ASSIGNOR(S):**

Venisa L. Wycherley  
Venisa L. Wycherley

**WITNESSES:**

Signed, sealed and delivered in presence of:

Jennifer Bardwell  
Witness Signature  
Jennifer Bardwell  
Printed Name of First Witness

1. S. Pleasant St Amherst Ma  
Address of First Witness 01002

K Wiley  
Witness Signature  
KATHERINE C. WILEY  
Printed Name of Second Witness

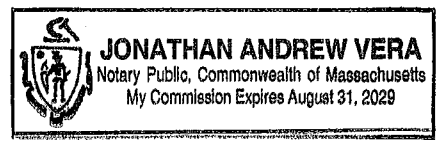
81 Corz St Apt. 616, Northampton, MA  
Address of Second Witness 01060

STATE OF MASSACHUSETTS

COUNTY OF HAMPSHIRE

The foregoing instrument was executed and acknowledged before me by means of  Physical Presence or  Online Notarization this 30<sup>th</sup> day of April, 2025 by Venisa L. Wycherley, who is personally known to me or who has produced MA DL - DRIVERS (type of identification) as identification.

[Signature]  
Notary Public



Printed Name: JONATHAN ANDREW VERA

Commission # N/A

My Commission Expires: 08/31/2029

Fw: [Non-DoD Source] Re: PN Posted / SAJ-2025-02500 Brice, Ron – Upland Cut Slip

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From: Ron Brice (thirdandlindsley@aol.com)

To: bdesigndestin@embarqmail.com; coleservices3472@yahoo.com

Date: Monday, January 5, 2026 at 09:51 AM CST

---

Good morning guys , Via this update from the Core this AM , looks like this permit could hit us in perhaps a couple weeks . Would be great to get this started. Thank you

Ron

Ron Brice  
3rd & Lindsley Nashville  
818 3rd Ave South  
Nashville, TN 37210

----- Forwarded Message -----

**From:** Pohlmann, Lauren K CIV USARMY CESAJ (USA) <lauren.k.pohlmann@usace.army.mil>

**To:** Jason Taylor <jason@oakhurstconsult.com>; Ron Brice <thirdandlindsley@aol.com>

**Sent:** Monday, January 5, 2026 at 09:06:35 AM CST

**Subject:** RE: [Non-DoD Source] Re: PN Posted / SAJ-2025-02500 Brice, Ron – Upland Cut Slip

Hi Jason,

Happy new year! I am working on finishing up the documents for this one and will get it sent for final approval this week. After that, I will be able to get the permit to you.

Thank you!

Lauren

---

**From:** Jason Taylor <jason@oakhurstconsult.com>

**Sent:** Monday, December 29, 2025 7:00 AM

**To:** Ron Brice <thirdandlindsley@aol.com>

**Cc:** Pohlmann, Lauren K CIV USARMY CESAJ (USA) <Lauren.K.Pohlmann@usace.army.mil>

**Subject:** Re: [Non-DoD Source] Re: PN Posted / SAJ-2025-02500 Brice, Ron – Upland Cut Slip

Good morning Lauren and Happy Holidays!

Can you please provide us with an update on the status of this application?

Jason

Oakhurst Consulting

850-207-2442



**AGENT AFFIDAVIT  
SPECIAL POWER OF ATTORNEY**

KNOWN ALL MEN BY THESE PRESENTS, THAT I, Katherine Brice am  
presently the owner and/or leaseholder at 605 Choctaw Drive, Destin FL, and desiring  
to execute a Special Power of Attorney, have made, constituted and appointed, and by these presents do  
make, constitute and appoint Compass Marine Group, LLC  
whose address is 115 Bailey Drive, Suite 2, Niceville, County of Okaloosa, State of Florida,  
my Attorney-in-Fact to act as follows, GIVING AND GRANTING unto said attorney full power to act as  
my agent in any and all matters pertaining to: Marine Construction at 605 Choctaw Drive.

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

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

OWNER  
Katherine Brice  
Signature  
Katherine Brice  
Printed Name

STATE OF Tennessee  
COUNTY OF Davidson

The foregoing instrument was acknowledged before me by means of physical presence  or online

notarization, this 30th day of January, 2026, by  
(name of person acknowledging)  
Katherine Brice

David Nabors  
Signature of Notary  
David Nabors  
Printed Name of Notary or Seal



Personally known  OR Produced Identification   
Type of Identification Produced TN DL



**COMPASS**  
**MARINE GROUP**  
DOCKS, LIFTS, & SEAWALLS

January 31, 2026

Harbor and Waterways Board,

Please accept the email chain below in lieu of specific approval from Holiday Isle Improvement Association on the submitted marine project for 605 Choctaw Drive. The committee needs some additional information, but the project is currently under review and will be approved prior to our application for a City of Destin building permit. Our construction plans are being drafted and will include all information requested by HIIA.

Thank You,

**Elise Whittenburg**

Office Manager

Compass Marine Group

Direct 850-376-2861

Office 850-797-8428

**Re: 605 Choctaw Drive**

---

**From** Becky Carver <admin@holidayisleimprovement.com>

**Date** Thu 1/29/2026 1:18 PM

**To** Elise Whittenburg <Elise@mycompassmarine.com>

The ARB met on Wednesday, 1/28/2026 and tabled the project at 605 Choctaw Dr to construct a new seawall, dredge new upland boat slip, construct deck over boat slip, finger pier, and marginal docks along the canal. The committee would like to see the following information:

- An aerial drawing showing the elevated deck in relation to the rear property line (the committee acknowledges the “X” over the western slip of the site plan, but there is no indication to specifically delineate the actual dimensions of the covered area).
- The same aerial drawing should include a separate measurement to show the distance from the eastern property line to the elevated deck.
- A side elevation drawing indicating both the location of the rear property line, along with a measurement of the overall height as taken from the Mean High Water Line (MHWL).

The Committee will review the project once the requested information has been submitted to our office.

Becky Carver  
Administrative Assistant  
Holiday Isle Improvement Association, Inc.  
225 Main Street #19  
Destin, FL 32541

P: 850-837-4753

F: 850-837-4984

On Tue, Jan 27, 2026 at 8:34 AM Elise Whittenburg <[Elise@mycompassmarine.com](mailto:Elise@mycompassmarine.com)> wrote:

Check check. I'm on it! Seems unlikely that we'll be able to get that done by tomorrow - so let me know if anything comes up at the meeting. Thank you for your help.

**Elise Whittenburg**

Office Manager

Compass Marine Group

Direct 850-376-2861



---

**From:** Becky Carver <[admin@holidayisleimprovement.com](mailto:admin@holidayisleimprovement.com)>  
**Sent:** Tuesday, January 27, 2026 6:14 AM  
**To:** Elise Whittenburg <[Elise@mycompassmarine.com](mailto:Elise@mycompassmarine.com)>  
**Subject:** Re: 605 Choctaw Drive

I had to send the meeting notice to the committee yesterday afternoon, which included the application. If the updated information is not available prior to the meeting on Wednesday afternoon, the committee will table it until the next meeting, on February 11, 2026 (because they will not be able to approve anything until they have the information).

Becky Carver  
Administrative Assistant  
Holiday Isle Improvement Association, Inc.  
225 Main Street #19  
Destin, FL 32541

P: 850-837-4753  
F: 850-837-4984

On Mon, Jan 26, 2026 at 3:51 PM Elise Whittenburg <[Elise@mycompassmarine.com](mailto:Elise@mycompassmarine.com)> wrote:

No problem. I can get those things for you. Do you want to put the application to the side until we have those items?

Totally up to you. Whatever you think is best.

**Elise Whittenburg**  
Office Manager  
Compass Marine Group  
Direct 850-376-2861



---

**From:** Becky Carver <[admin@holidayisleimprovement.com](mailto:admin@holidayisleimprovement.com)>  
**Sent:** Monday, January 26, 2026 1:53 PM  
**To:** Elise Whittenburg <[Elise@mycompassmarine.com](mailto:Elise@mycompassmarine.com)>  
**Subject:** Re: 605 Choctaw Drive

Good Afternoon:

This is the first chance that I have had to look at the application submitted for 605 Choctaw Dr. I anticipate that the committee will ask for the following:

- An aerial drawing showing the elevated deck in relation to the rear property line (I see the "X" over the western slip of the site plan provided, but nothing is stated specifically to delineate the actual dimensions of the covered area.
- This same aerial drawing should include a separate measurement to show the distance from the from the eastern property line to the elevated deck (it looks like it would be  $12.5' + 5' = 17.5'$ , but the committee will want to see the total stated on the plan)
- A side elevation drawing indicating both the location of the rear property line, along with a measurement of the overall height as measured from the MWHL.

Thank you!

Becky Carver  
Administrative Assistant  
Holiday Isle Improvement Association, Inc.  
225 Main Street #19  
Destin, FL 32541

P: 850-837-4753  
F: 850-837-4984

On Thu, Jan 15, 2026 at 8:35 AM Elise Whittenburg <[Elise@mycompassmarine.com](mailto:Elise@mycompassmarine.com)> wrote:

Hi Becky,

Attached please find the permit application and supporting documents for the marine project at 605 Choctaw Dr.

Thank You,

**Elise Whittenburg**  
Office Manager  
Compass Marine Group  
Direct 850-376-2861



---

**From:** Becky Carver <[admin@holidayisleimprovement.com](mailto:admin@holidayisleimprovement.com)>

**Sent:** Wednesday, January 14, 2026 6:25 AM

**To:** Elise Whittenburg <[Elise@mycompassmarine.com](mailto:Elise@mycompassmarine.com)>

**Subject:** Re: 605 Choctaw Drive

Good Morning:

The marine portion of the project at 605 Choctaw Dr needs to be approved on its own.

Becky Carver  
Administrative Assistant  
Holiday Isle Improvement Association, Inc.  
225 Main Street #19  
Destin, FL 32541

P: 850-837-4753

F: 850-837-4984

On Tue, Jan 13, 2026 at 4:36 PM Elise Whittenburg <[Elise@mycompassmarine.com](mailto:Elise@mycompassmarine.com)> wrote:

Hi Ms. Becky,

We have a marine project starting at 605 Choctaw. Its my understanding they have house plans already approved. Do we need to submit a separate building permit for the marine project? Or did it get approved during the home submission?

Thank You,



# Community Development Planning Division

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

February 13, 2026

**SUBJECT: Notification of Harbor & Waterways Board Application (PZ-2026-5) –Residential Marine Construction – 605 Choctaw Dr.**

Dear Property Owner:

This letter is to notify you of a Proposed Marine Construction Project at **605 Choctaw Dr.** The Marine Construction application requires Harbor & Waterways Board review and recommendation. **The application will be heard by the Harbor & Waterways Board at 5:30 p.m. at the Destin City Hall Annex, 4100 Indian Bayou Trail on February 26, 2026 (tentative).**

As an owner of property located near this project, *Destin Land Development Code (LDC) Sections 2.17.00 & 11.05.01.S* require a written notice providing you with the following information. This project proposes the construction of approximately 59 linear feet of marginal dock, 6 feet wide, along the seawall to your property line; therefore, the City is requesting your input on the matter. If you would like to provide any comments you may respond by sending an email to the email address listed below, or by appearing before the Harbor & Waterways Board at the meeting.

*This notice is for informational purposes only and no action is required of you. However, citizens are encouraged to provide a response to the email address provided below.*

1. Name of Owner: Brice Ronald
2. Name of Agent: Elise Whittenburg, Compass Marine Group
3. Address of Project: 605 Choctaw Dr.
4. Parcel ID Number: 00-2S-24-2180-000E-0610
5. Project Description: The construction of approximately 59 linear feet of marginal dock, 6 feet wide along the seawall.
6. Location of Application Package: To request that a digital copy of the application package be sent to you, please call the City Clerk at (850) 837-4242 or fill out a Public Records Request (PRR) online: <http://www.cityofdestin.com/forms.aspx?fid=121>

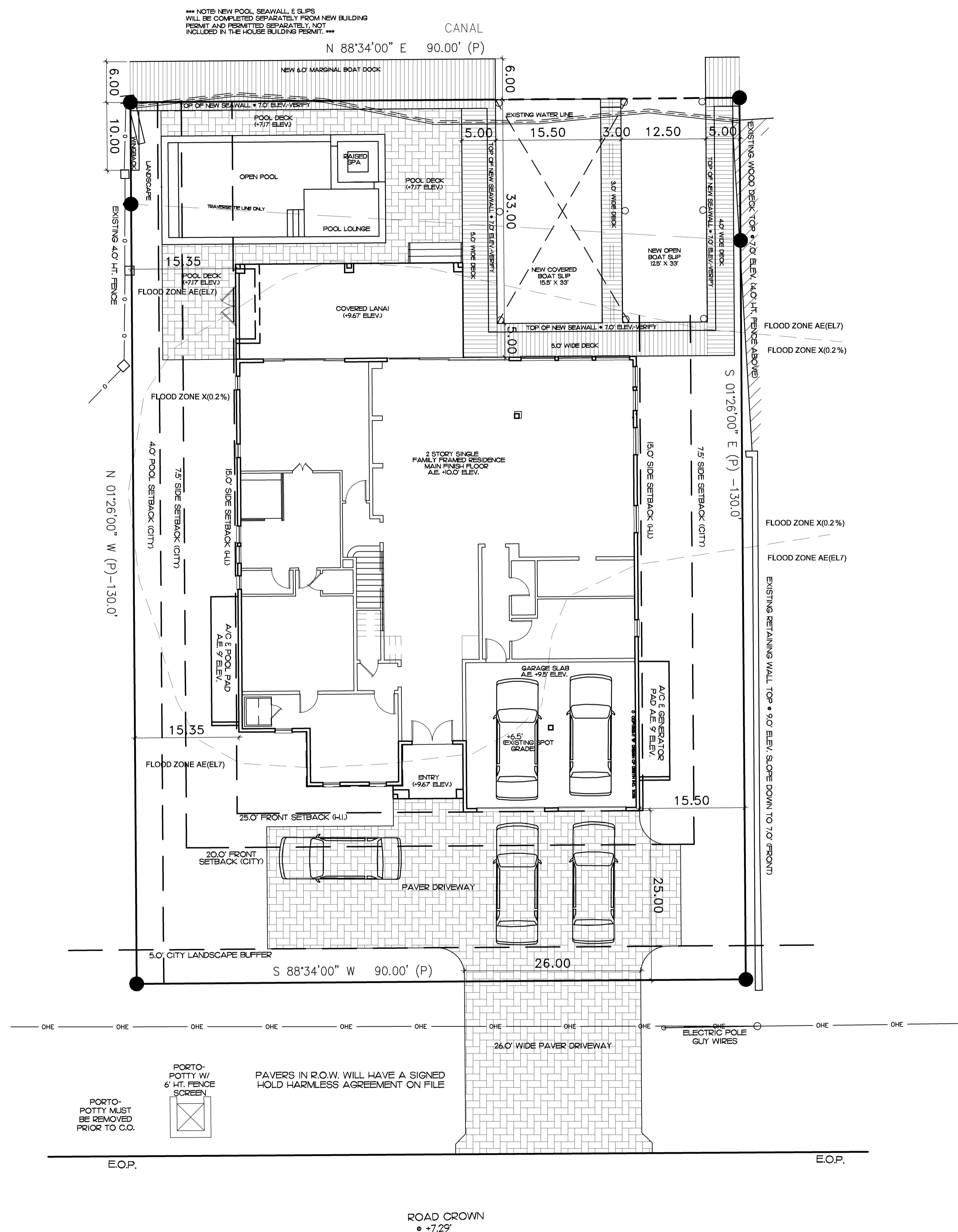
If you have any questions or concerns regarding this letter, please do not hesitate to contact me at (850) 842-4647 or via email at [Planning@cityofdestin.com](mailto:Planning@cityofdestin.com).

Sincerely,

Sherry Burney  
Planner



CC: David Prichard, Community Development Director  
Planning Project File



**THE OWNER AND/OR CONTRACTOR:** (NOT ENGINEER OF RECORD OR DESIGNER (E.O.D.)) SHALL BE TOTALLY RESPONSIBLE FOR THE CONSTRUCTION PHASE OF THIS PROJECT AND SHALL BE REQUIRED TO STRICTLY FOLLOW THE LOCAL BUILDING CODES AND ORDINANCES. THE ARCHITECTURAL DRAWINGS INCLUDED HEREIN REPRESENT THE DESIGN INTENT ONLY OF THE FLOOR PLANNING (TO INCLUDE THE CEILING PLANS) AND THE EXTERIOR DESIGN.

**B. DESIGN OF DESTIN INC. IS NOT TO BE HELD RESPONSIBLE FOR CITY AND OR COUNTY REGULATIONS THAT MAY ARISE DURING THE PROCESS THAT HAVE CHANGED OR HAVE BEEN MODIFIED OR INTERPRETED DIFFERENTLY THAN SHOWN BY THE BUILDING OFFICIALS, AND WILL BE WORKED OUT IF ANY ISSUES SHALL ARISE.**

**B. DESIGN OF DESTIN INC. IS NOT TO BE HELD RESPONSIBLE FOR SITE SOIL CONDITIONS.**

**B. DESIGN OF DESTIN INC. WILL DESIGN FOUNDATION CRITERIA W/ STRUCTURAL ENGINEER BASED ON INFORMATION PROVIDED BY THE REPLY ON THE FINISHED SURVEY & SHALL NOT BE RESPONSIBLE FOR SITE SOIL CONDITIONS THAT MAY ARISE DURING THE START OF CONSTRUCTION.**

**CERTAIN SECTIONS AND/OR DETAILS WITHIN THE DRAWINGS ARE INCLUDED TO SHOW GENERAL CONSTRUCTION ASSEMBLY OF BUILDING COMPONENTS AND TO EMPHASIZE CODE WORTHY ITEMS, BUT BY NO MEANS, REPRESENT ALL REQUIRED CONSTRUCTION FRAMING TECHNIQUES, OR DETAILING NECESSARY FOR THE COMPLETION OF THIS PROJECT. THE OWNER/CONTRACTOR SHALL ASSUME THE RESPONSIBILITY FOR ALL CONSTRUCTION ASSEMBLY PRACTICES, MATERIAL INTERFACING, AND DETAILING NOT OTHERWISE SHOWN ON THE DRAWINGS, TO INCLUDE, BUT NOT LIMITED TO, THE FOLLOWING: FOUNDATION AND EXTERIOR WALL DESIGN, WATER PROOFING & FLASHING OF THE EXTERIOR ENVELOPE (WALLS, WINDOW/DOOR OPENINGS, AND ROOF), BALCONIES, AND INTERIOR MATERIAL APPLICATIONS.**

**THE ELECTRICAL PLAN(S) ARE INCLUDED HEREIN TO BE USED AS A GUIDE FOR PLACEMENT OF ELECTRICAL APPARATUS ONLY (IE LIGHT FIXTURES, SWITCHES, DETECTORS, OUTLETS, PANELS, ETC.) AND DO NOT NECESSARILY REFLECT A KNOWLEDGE OF THE REQUIRED CIRCUITRY, INSTALLATION PRACTICES OR ELECTRICAL CODE REQUIREMENTS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THE ELECTRICAL POWER DISTRIBUTION AND LIGHTING DESIGN MEETS ALL APPLICABLE CODES.**

**B. DESIGN OF DESTIN INC. WILL NOT BE HELD RESPONSIBLE FOR COORDINATION OF ANY ASPECTS OF THIS PROJECT AS CONSTRUCTION COMMENCES AND PROGRESSES THROUGHOUT THE BUILD AND THEREAFTER. THAT IS THE RESPONSIBILITY OF THE OWNER AND CONTRACTOR THROUGHOUT THE PROJECT.**

**CITY & COUNTY NOTE:**

THE DESIGN PLANS AND SPECIFICATIONS (BY THE BUILDER/OWNER) FOR THIS CONSTRUCTION ARE IN COMPLIANCE WITH THE CRITERIA ESTABLISHED BY THE 2023 FLORIDA BUILDING CODE 8TH ADDITION IS SUPPLEMENT AND SECTIONS OF THE COUNTY LAND DEVELOPMENT CODE.

THIS BUILDING AND / OR STRUCTURE IS DESIGNED TO WITHSTAND A WIND VELOCITY OF 155 MPH MAP INTERPOLATION USED AND CHAPTER 16 (BUILDING SECTION 1612, OR F.B.C. OR RESIDENTIAL SECTION R322) OF THE FLORIDA BUILDING CODE WITH RESPECT TO SECTIONS IN R3012 (RESIDENTIAL) SEE ENGINEER OF RECORD'S STAMPS AND ALL CODES PERTAINING TO THE PROJECT.

THE DESIGN HAS TAKEN INTO ACCOUNT THE PROVISIONS OF (FBC R322/FBC 1612/ASCE24) AND THE FLOOD LOADS IMPROVED BASE FLOOD ELEVATION OF 10.0' FEET FLOOD AS SHOWN ON THE CURRENT OKALOOSA COUNTY FLOOD INSURANCE RATE MAP (IF SOUTH OF C.C.C.)

**BUILDING CODE ANALYSIS & SITE DATA TABLE**

**2023 FLORIDA BUILDING CODE 8TH ADDITION FOR PROTECTED STRUCTURE**

**APPLICABLE WIND LOAD:**  
155 - MPH WINDS (MAP INTERPOLATION)

**APPLICABLE FLOOD ZONE:**  
A.E. 7 (PLUS 2' FREEBOARD= A.E. 9'-D.F.E.)

**CLASSIFICATION:**  
SINGLE FAMILY RESIDENCE

**PARCEL IDENTIFICATION #:**  
00-25-24-2186-000E-0610

**BEDROOMS:**  
5

**BATHROOMS:**  
5 + 2-1/2

**PARKING SPACES:**  
5 (MINIMUM)

**MAIN FINISH FLOOR ELEVATION:**  
A.E. +10.0'

**HIGHEST ROOF HT. FROM BASE FLOOD:**  
+39'-3" HIGHEST ROOF RIDGE

**WHITE SAND ZONE:**  
APPLICABLE

**EROSION:**  
THE PUBLIC R.O.W, WATERWAY AND ADJOINING PROPERTIES MUST BE PROTECTED FROM SURFACE WATER RUN OFF AND EROSION THROUGH OUT THE CONSTRUCTION PROCESS  
INSTALL DEBRIS PROPERTY FENCING

**SCALE:** 1" = 10'

**LEGAL DESCRIPTION**

LOT: 61  
BLOCK: E  
ADDRESS: 605 CHOCTAW DR  
SUBDIVISION: HOLIDAY ISLE  
COUNTY: OKALOOSA  
CITY: DESTIN

**SITE PLAN**

**SCALE:** 1" = 10'

**DO NOT SCALE DRAWINGS USE GIVEN DIMENSIONS. Report Any Discrepancies Of Dimensions To The Construction Superintendent Before Proceeding with work**

CONTRACTOR & SURVEYOR TO VERIFY PLACEMENT OF HOUSE ON SITE PRIOR TO COMMENCEMENT OF CONSTRUCTION.

**OWNER:**  
Brice Residence  
605 Choctaw Dr.  
Holiday Isle  
Geary Enterprises Inc.  
(850) 565-6436

**Engineer of Record:**  
Florida Engineering LLC  
5401 Palmami Trail  
Suite 101  
Port Charlotte, FL 33952  
941-391-5980

**DESIGN OF DESTIN INC.**  
Residential Designers, & Planners  
P.O. BOX 667 GA  
Santee 30550  
(850) 650-8221  
President/owner: Eric Craig



THE OWNER OR CONTRACTOR SHALL BE TOTALLY RESPONSIBLE FOR THE CONSTRUCTION PHASE OF THIS PROJECT AND STRICTLY FOLLOW THE LOCAL BUILDING CODES AND ORDINANCES. THEY SHALL ALSO NOTIFY THE DESIGNER IN WRITING FOR ANY DESIGN, OMISSIONS, OR NON-COMPLIANCE OF SUCH CODES AND ORDINANCES IN THE CONSTRUCTION DOCUMENTS FROM COMMENCEMENT OF CONSTRUCTION.

THE DESIGNER, RECORD, HAS NOT BEEN RETAINED AND IS NOT RESPONSIBLE FOR THE COORDINATION OF THE PLANS, IDEAS AND DESIGN METHODS, FIELD SUPERVISION, JOB SAFETY (OSHA OR LEV/LABOR LAW) REQUIREMENTS AND ALL SUCH MATTERS SHALL BE THE ABSOLUTE RESPONSIBILITY OF THE OWNER, GENERAL CONTRACTOR, OR THEIR DESIGNER.

THESE CONSTRUCTION DOCUMENTS WERE PREPARED FOR THE SOLE PURPOSE OF OBTAINING A PERMIT AND AS A CONSTRUCTION GUIDE AND ARE NOT APPROVED UNLESS OWNER & OR CONTRACTOR HAS INFORMED DESIGNER.

B. DESIGN OF DESTIN INC. HEREBY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHT IN THESE PLANS, IDEAS AND DESIGN. THESE PLANS, IDEAS AND DESIGN ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER. WHATSOEVER, NOR ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY, WITHOUT FIRST OBTAINING THE EXPRESSED WRITTEN CONSENT OF THE B.D.I. WRITER. DIMENSIONS ON THESE DRAWINGS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS. CONTRACTORS SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS OF THE JOB AND T.B.C. MUST BE NOTIFIED IN WRITING OF ANY VARIATION FROM THE DIMENSIONS, CONDITIONS AND SPECIFICATIONS SHOWN BY THESE DRAWINGS. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH 2023 RESIDENTIAL FLORIDA BUILDING CODE AND LOCAL CODES.

**DATE:** 7 / 30 / 25  
**PROJECT #:** D25-007  
**DRAWN BY:** E.B.C.  
**CHECKED BY:**  
**FILENAME:** 605CHOCTAWDR.DWG  
**REVISIONS:**

**SHEET #**  
1



## COMMUNITY DEVELOPMENT DEPARTMENT

# AGENDA ITEM

**CITY COUNCIL MEETING DATE:** Mach 16, 2026

**TYPE OF AGENDA ITEM:** Consent Agenda

---

**TO:** City Council

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

**FROM:** Sherry Burney, Planner  
Noell Bell, Interim Community Development Director  
Daniel Butler, Principal Planner

**SUBJECT:** 702 Harbor Blvd, Residential Marine Construction, PZ-2026-19

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### **BACKGROUND:**

William F Davis Construction, Inc., on behalf of Patricia Bonezzi Revocable Trust, has applied for Harbor and Waterways Board review. The proposed project includes the removal of the existing dock, and the construction of a new residential dock with a covered boat slip, totaling approximately 1,090 square feet.

The applicant seeks a recommendation for approval from the Harbor and Waterways Board for a residential marine construction project proposing a new residential dock with a covered boat slip, containing the following:

Total Square Feet:	1,090 SF
Total Number of Piers or Docks:	1
Total Length:	68 LF
Total Slip Density:	1
Located in:	Destin Harbor

### **DISCUSSION:**

The applicant requests Harbor and Waterways Board review for residential marine construction located at 702 Harbor Blvd., Destin Harbor.

The Harbor and Waterways Board is being asked to review the proposed Marine project per Land Development Code **Section 11.05.01 - General regulations; prohibitions** and **Section 11.05.02 – Permitting procedures**. Below are Staff’s findings with respect to **Section 11.05.01** and **Section 11.05.02**; items not applicable to this project are marked “Not Applicable.”

**11.05.01. General regulations; prohibitions.** *This article establishes and regulates procedures and standards by which the City controls and regulates development, construction and activities within and contiguous to the Harbor and waterways of Destin. The following regulations and prohibitions shall apply to the Harbor and waterways of Destin:*

- A. No person shall construct or add to an existing dock, seawall, bulkhead, mooring or piling, modify an existing submerged land lease, or conditions thereto, or conduct dredge or fill operations in, or contiguous to, the Harbor or waterways of Destin without first obtaining the proper authorization from the appropriate federal, state and City agencies.

***Staff response:*** *The applicant has submitted for authorization from all appropriate agencies.*

- B. The addition or modification of a boat lift or pilings within an existing legal and conforming boat slip shall not require the review of the Harbor and Waterways Board or the City Council. Rather, a copy of the U.S. Army Corps of Engineers permit, DEP permit, and a homeowner's association approval (if applicable) shall accompany a completed application for a building permit, provided no additional slips are created.

***Staff response:*** *Not applicable.*

- C. No fish carcasses and debris shall be discharged into the Harbor or waterways of Destin.

***Staff response:*** *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

- D. No person who maintains or operates a dock shall allow or permit the disposal of fish carcasses, litter, waste petroleum products or other pollutants into the Harbor or waterways of Destin. Trash disposal receptacles shall be anchored to each dock to ensure compliance with the provisions of this article.

***Staff response:*** *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

- E. No fuel or oil shall be willfully or knowingly discharged in the Harbor or waterways of Destin. No dock which sells fuel or oil shall be constructed, operated or maintained in the Harbor or waterways of Destin unless an oil abatement plan, in accordance with Coast Guard guidelines, is available at each dock. The Destin Harbor and Waterways Board shall review and recommend approval or disapproval of each oil abatement plan to the City Council, which shall have approval authority. Each existing dock which sells fuel or oil shall develop and have approved an oil abatement plan acceptable to the City. All new docks which sell fuel or oil shall develop and have an approved oil abatement plan, which is acceptable to the City, prior to receiving a building permit from the City.

***Staff response:*** *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to. Additionally, this is a proposed residential dock; therefore, no fuel/oil shall be sold here.*

- F. No new or existing dock shall be constructed or modified such that the length of any pier as completed is greater than 20 percent of the width of the Harbor or waterway at the place where the pier is located, or out 200 feet, whichever is less, except in Choctawhatchee Bay.

**Staff response:** *The width of the harbor at the location in which this dock is to be placed is approximately 534 feet wide. The proposed new dock will be four feet (4') in width, extending 68 feet (68') waterward from the mean-high water line (MHWL). The dock, as proposed, complies with all applicable dimensional standards and will not exceed the maximum permitted length, as defined by the LDC.*

- G. No piling(s) shall be added to the waterward end of any pier which piling(s) would make the total length of the dock more than 200 feet, or 20 percent of the waterway, whichever is less, except in Choctawhatchee Bay.

**Staff response:** *The width of the harbor at the location in which this dock is to be placed is approximately 534 feet wide. The proposed dock will be four feet (4') in width, extending 68 feet (68') waterward from the MHWL. The dock, as proposed, complies with all applicable dimensional standards and will not exceed the maximum permitted length, as defined by the LDC.*

- H. No vessel shall be moored or docked on the waterward end of any pier of the maximum legal length, as determined pursuant to subsection F above, for more than 72 hours.

**Staff response:** *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

- I. No dock shall be constructed which permits the commercial docking of boats with on-board toilets unless the dock is equipped with a sewage pump-out.

**Staff response:** *Not applicable.*

- J. No dock shall be constructed which permits the docking of a live-aboard unless such vessel has an operable holding tank.

**Staff response:** *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

- K. No boat shall be moored in the Harbor or waterways of Destin such that it constitutes a hazard to navigation.

**Staff response:** *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

- L. No dock shall be constructed such that it constitutes a hazard to navigation.

**Staff response:** *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

- M. Excepting docks connected to uplands zoned SHMU, or those located on Choctawhatchee Bay, no dock shall be longer than the width, at the mean high-water line, of the lot to which the dock is attached.

**Staff response:** *Total waterfront footage is approximately 75 LF. The proposed dock length of 68 feet (68') is less than the width of the lot at the MHWL.*

- i. For those docks connected to uplands zoned SHMU, or those located on Choctawhatchee Bay, a dock may be constructed to a length of 1.5 times the width of the property at the mean high-water line, provided the length of the dock does not exceed the maximum length established by paragraphs F and G above.

**Staff response:** *Not applicable.*

- ii. For the purpose of this subsection, lots may be combined with neighboring lots. However, no dock may exceed the limitations specified in subsection F above.

**Staff response:** *Not applicable.*

- N. No dock shall be constructed or modified such that slip density exceeds one slip per eight linear feet of waterfront footage except that, on canals, no lot may have more than one slip per 45 linear feet of waterfront. However, all lots riparian to a canal shall be entitled to at least two slips on the canal.

**Staff response:** *The proposed marine construction contains only one (1) slip. Therefore, this requirement has been complied with.*

- O. No boat or vessel, entering into, exiting or operating within Destin Harbor shall operate at such speed that would create a wake that endangers other boats or vessels, swimmers or other people within Destin Harbor, or would contribute to any adjacent land erosion.

**Staff response:** *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

- P. No heated or cooled water may be emitted into the Harbor, waterways, or the Harbor canals other than from a boat.

**Staff response:** *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

- Q. No pier shall extend more than six feet into a canal right-of-way.

**Staff response:** *Not applicable.*

- R. No discharge of water shall contain phosphorous or any other substance likely to cause a violation of the water quality standards specified in Chapter 17-302, Florida Administrative Code.

**Staff response:** *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

- S. No dock or vessel shall be placed within the 25-foot setback of a property line without providing prior written notification to the adjoining landowners and requesting their response. Any objections received from the adjoining property owners will be considered by the Harbor and Waterways Board in their recommendations to the City Council.

**Staff response:** *Staff sent the Adjacent Property Notification to the neighboring properties on February 19, 2026. As proposed, the riparian rights of others are not interfered with.*

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

**Staff response:** *Staff sent the Adjacent Property Notification to the neighboring properties on February 19, 2026. As proposed, the riparian rights of others are not interfered with.*

- U. No dock of 100 feet or longer shall be constructed unless a white navigation/security night-light is installed at the furthest point seaward on said dock and such light is to be illuminated continuously from dusk to dawn every night of the year. All existing docks 100 feet or longer shall install and operate a navigation/security light pursuant to this subsection. Each light shall be installed within 90 days after adoption of this Code.

**Staff response:** *Not applicable.*

- V. No commercially operated boat docking facilities shall be permitted or operated unless equipped with firefighting facilities as specified by the City.

**Staff response:** *Not applicable.*

- W. No construction shall be allowed, which violates any provision of the Standard Building Code, as adopted by the City.

**Staff response:** *Applicant must obtain an approved Marine Construction Permit prior to any construction.*

- X. No electrical or water service upon any dock shall be installed unless a permit is obtained from the Planning Department and Building Department for that service.

**Staff response:** *Applicant must obtain an approved Marine Construction Permit prior to any construction.*

- Y. No person, while operating a boat within the or waterways of Destin shall allow or permit the disposal of fish carcasses, litter, waste, petroleum products or other pollutants into the Harbor or waterways of Destin from such boats.

**Staff response:** *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

- Z. No lot, or multi-contiguous lots, with less than 50 feet of waterfront footage shall be allowed individual docks, unless they are parallel to the shoreline. However, docks may be allowed under the provisions of subsection ***11.05.01.M.2***.

***Staff response:*** *Not applicable.*

Pursuant to ***Section 11.05.03, Land Development Code (LDC)***, all construction shall be inspected by the City Building Inspector for compliance with applicable building codes. The applicant shall be responsible for the condition and repair of permitted docks and failure to maintain said docks in a safe condition shall constitute grounds for revocation of the permit.

**PUBLIC COMMENT:**

Staff have received no comments from the public to date.

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

IV. Enhanced quality of life and safety for families.

**B. Effect on Budget (EOB):**

N/A

**C. Level of Service (LOS):**

N/A

**CONCLUSION:**

The applicant requests the Harbor and Waterways Board recommendation for approval for a residential marine construction project located at 702 Harbor Blvd. Additionally, the applicant provided approval from the Florida Department of Environmental Protection (FDEP), File No.: 0468382-001-EG/66, along with an email confirming United States Army Corps of Engineers (USACE) proof of submittal (ENG-4345).

City Staff reviewed the application and determined that the plans comply with ***LDC Section 11.05.00, Marina Siting***, and the Coastal Management Element of the City's Comprehensive Plan (***Coastal Management Element Policy 6-1.1.6***).

At the regularly scheduled Harbor and Waterways Board (HWB) meeting on Thursday, February 26, 2026, the HWB unanimously recommended City Council approval of the residential marine construction at 702 Harbor Blvd.

**RECOMMENDED MOTION:**

I move to approve the proposed residential marine construction project at 702 Harbor Blvd, for the removal of the existing dock, and the construction of a new residential dock with a covered boat slip, totaling approximately 1,090 square feet, with the following conditions:

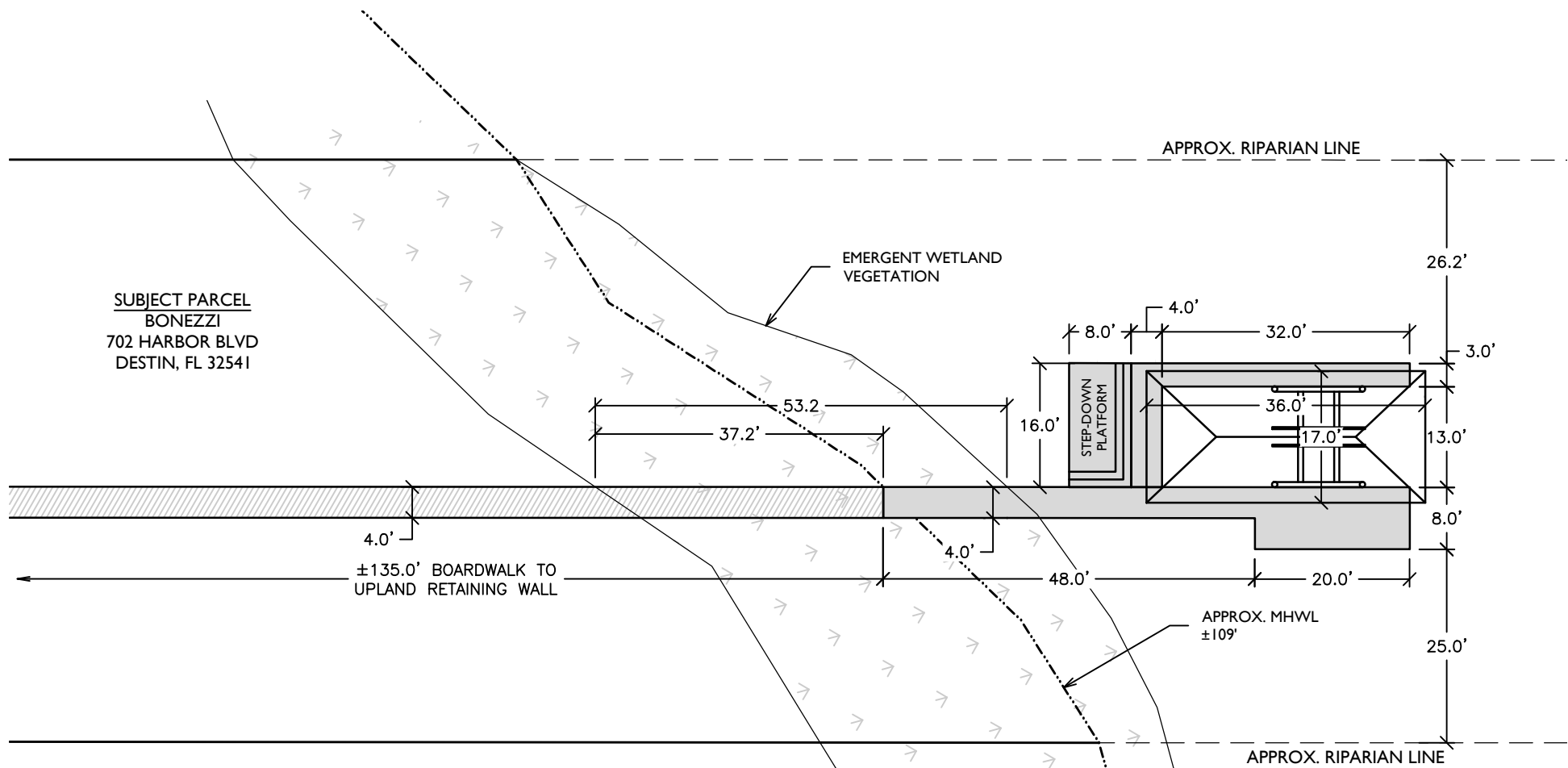
1. All applicable Federal or State approvals shall be submitted with the Marine Construction Permit application; and
2. All regulations of the City's Marina Siting ***LDC Section 11.05.00*** shall be followed at all times.

**ALTERNATIVE MOTION:**

I move to deny the proposed residential marine construction project at 702 Harbor Blvd.

**Attachments:**

1. Scaled & Dimensioned Plans
2. Boundary Survey
3. FDEP Authorization
4. Proof of Ownership
5. USACE Submission
6. Existing Conditions
7. Agent Affidavit
8. Adjacent Property Notification



PREEMPTED AREA CALCS:	
48'x4' ACCESS PIER	= 192 S.F.
20'x8' TERMINAL PLATFORM	= 160 S.F.
8'x16' STEP-DOWN PLATFORM	= 128 S.F.
16'x4' ACCESS WALK	= 64 S.F.
32'x3' CATWALK	= 96 S.F.
32'x13' COVERED BOAT SLIP	= 416 S.F.
17'x2' ROOF OVERHANG	= 34 S.F.
<b>TOTAL</b>	<b>= 1,090 S.F.</b>

702 HARBOR BLVD, BONEZZI DOCK

PLAN VIEW

JOB NO.: 2025.017

DRAWN BY: JAT

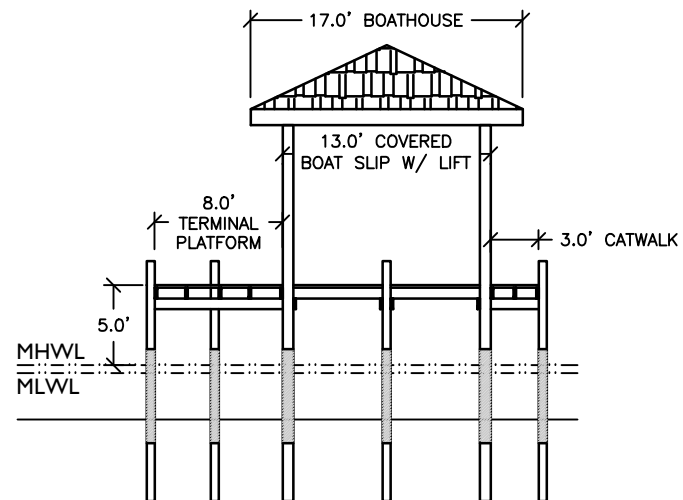
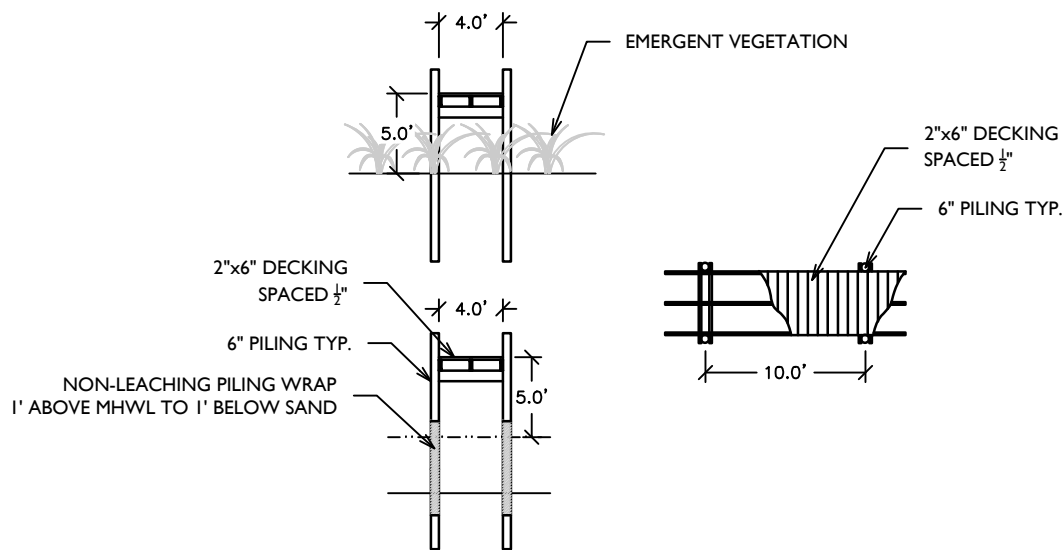
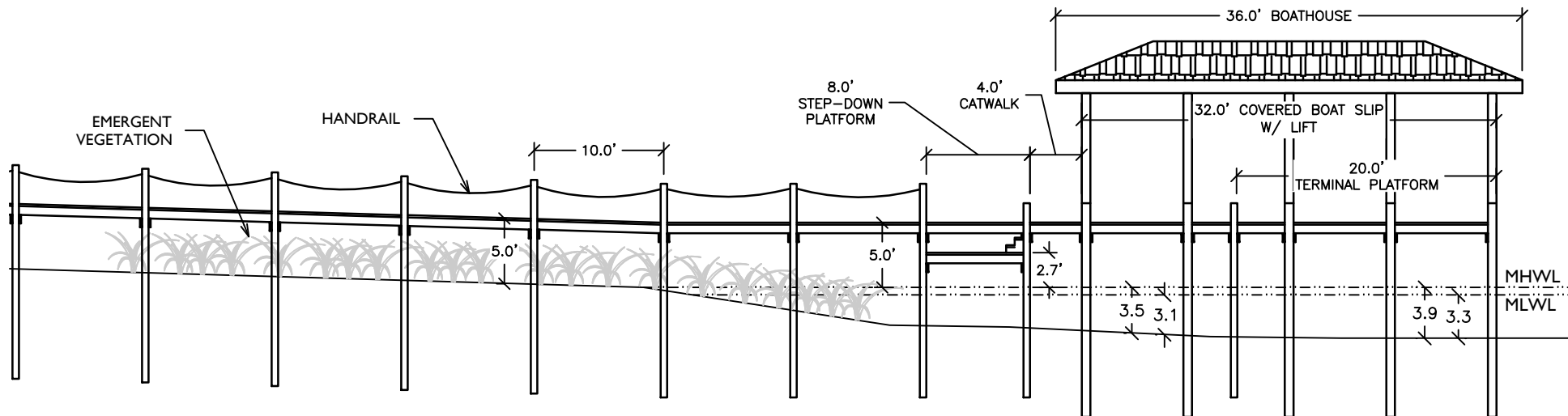
DRAWING DATE: 01.16.2026

SHEET: 4 OF 5

OAKHURST  
CONSULTING

JASON@OAKHURSTCONSULT.COM





702 HARBOR BLVD, BONEZZI DOCK

DOCK TYPICAL

JOB NO.: 2025.017

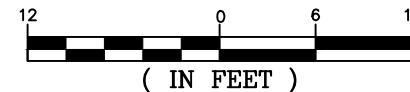
DRAWN BY: JAT

DRAWING DATE: 01.16.2026

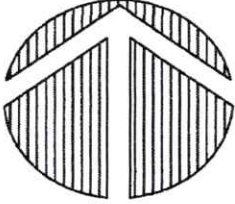
SHEET: 5 OF 5

OAKHURST  
CONSULTING

JASON@OAKHURSTCONSULT.COM

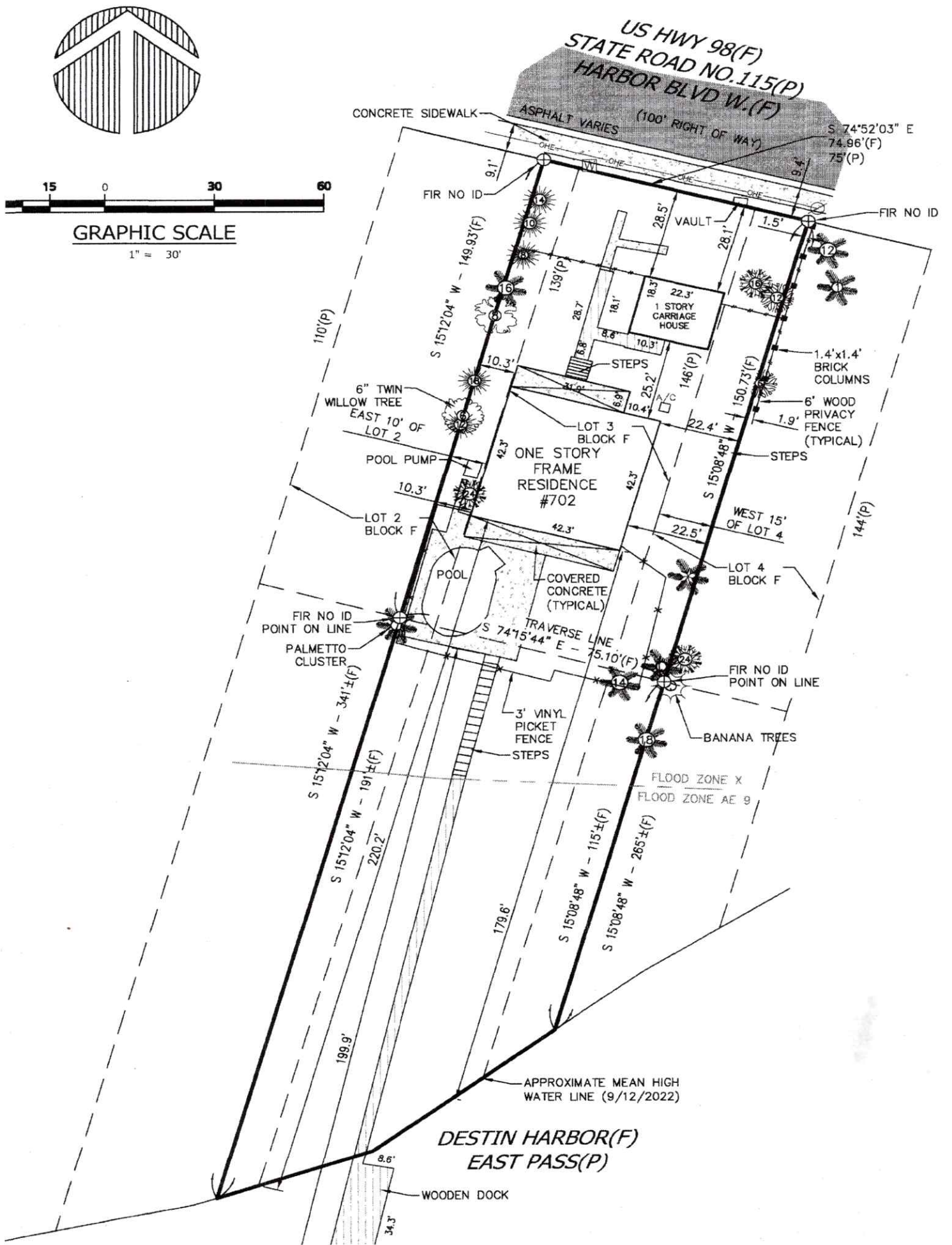


NORTH



GRAPHIC SCALE

1" = 30'



DESTIN HARBOR(F)  
EAST PASS(P)

WOODEN DOCK

APPROXIMATE MEAN HIGH  
WATER LINE (9/12/2022)

FLOOD ZONE X  
FLOOD ZONE AE 9

FIR NO ID  
POINT ON LINE

BANANA TREES

3' VINYL  
PICKET  
FENCE  
STEPS

FIR NO ID  
POINT ON LINE  
PALMETTO  
CLUSTER

WEST 15'  
OF LOT 4

STEPS

1.4'x1.4'  
BRICK  
COLUMNS

6' WOOD  
PRIVACY  
FENCE  
(TYPICAL)

FIR NO ID

S 74°52'03" E  
74.96'(F)  
75'(P)

US HWY 98(F)  
STATE ROAD NO.115(P)  
HARBOR BLVD W.(F)

CONCRETE SIDEWALK  
ASPHALT VARIES (100' RIGHT OF WAY)



# FLORIDA DEPARTMENT OF Environmental Protection

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

**Ron DeSantis**  
Governor

**Jay Collins**  
Lt. Governor

**Alexis A. Lambert**  
Secretary

January 28, 2026

Patricia Bonezzi  
622 Harbor Blvd, #310  
Destin, Florida 32541  
[pbonezzi@gmail.com](mailto:pbonezzi@gmail.com)

File No. 0468382-001-EG/66, Walton County

Dear Ms. Bonezzi:

On January 26, 2026, we received your notice of intent to use a General Permit (GP), pursuant to Rule 62-330.427, Florida Administrative Code (F.A.C.) to remove an existing boardwalk and dock and construct a new boardwalk and dock that is less than 2,000 square feet over wetlands and other surface waters within Destin Harbor, a Class III Florida Waterbody. The project is located at 702 Harbor Blvd, Destin, Florida 32541, Parcel ID 00-2S-22-0700-000F-0030, in Section 30, Township 2 South, Range 22 West, at approximately 30°23'23.88" North Latitude, 86°29'24.39" West Longitude in Walton County.

Your intent to use a general permit has been reviewed by Department staff for three types of authorizations: (1) regulatory authorization, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal authorization. The authority for review and the outcomes of the reviews are listed below. Please read each section carefully.

**Your project did not qualify for the federal authorization, therefore, additional authorization must be obtained prior to commencement of the proposed activity.** This letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity. Please refer to the specific section(s) dealing with that portion of the review below for advice on how to proceed.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

## **1. Regulatory Review – Approved**

Based on the forms, drawings, and documents submitted with your notice, it appears that the project meets the requirements for the General Permit under Rule 62-330.427, F.A.C. Any activities performed under a general permit are subject to general conditions required in Rule

62-330.405, F.A.C. (attached), and the specific conditions of Rule 62-330.427, F.A.C. (attached). Any deviations from these conditions may subject the permittee to enforcement action and possible penalties.

Please be advised that the construction phase of the GP must be completed within five years from the date the notice to use the GP was received by the Department. If you wish to continue this GP beyond the expiration date, you must notify the Department at least 30 days before its expiration.

Authority for review- Part IV of Chapter 373, F.S., Title 62, F.A.C. and in accordance with the operating agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C.

## **2. Proprietary Review – Granted**

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under Chapter 253 of the Florida Statutes (F.S.) and 258, F.S. if located within an aquatic preserve, and Chapters 18-20 and 18-21 of the Florida Administrative Code.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for a letter of consent under Section 253.77, Florida Statutes, to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein.

During the term of this Letter of Consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

Please be advised that any use of sovereign submerged lands without specific prior authorization from the Board of Trustees will be considered a violation of Chapter 253, Florida Statutes and may subject the affected upland riparian property owners to legal action as well as potential fines for the prior unauthorized use of sovereign land.

Authority for review - Chapter 253 F.S., and Chapter 18-21, F.A.C., and Section 62-330.075, F.A.C. as required.

### **3. Federal Review- SPGP Not Approved**

#### **3.1 SPGP Not Approved**

Your proposed activity as outlined in your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit VI-R1. **SEPARATE permit(s) or authorization will be required** from the U.S. Army Corps of Engineers.

Authority for review - an agreement with the USACOE entitled “Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit”, Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

#### **3.2 Coastal Zone Management Consistent**

Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

#### **3.3 Water Quality Certification Granted With Conditions**

This permit also constitutes a *granted with conditions* water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. Section 1341. Pursuant to Rule 62-330.062, F.A.C. State Water Quality Certification is granted when an activity meets all the terms and conditions of a general permit under Rule 62-330.052, F.A.C., and the applicable Rules 62-330.401 through 62-330.635, F.A.C.

#### **Additional Information**

Please retain this general permit. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S., and Chapter 18-14, F.A.C.

#### **NOTICE OF RIGHTS**

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

#### **Petition for Administrative Hearing**

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at [Agency\\_Clerk@dep.state.fl.us](mailto:Agency_Clerk@dep.state.fl.us). Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

#### Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

#### Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at [Agency\\_Clerk@dep.state.fl.us](mailto:Agency_Clerk@dep.state.fl.us), before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

#### Mediation

Mediation is not available in this proceeding.

#### FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

#### Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

EXECUTION AND CLERKING

Executed in Pensacola, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Whitney Bretana  
Environmental Consultant

Enclosures:

Rule 62-330.427, F.A.C., 2 pages

General Conditions for All General Permits, Ch. 62-330.405, F.A.C., 3 pages

Special Consent Conditions, 1 page

General Conditions for Authorizations for Activities on State-Owned Submerged Lands, 1 page

Project Drawings, 5 pages

**CERTIFICATE OF SERVICE**

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Russell Sullivan, DEP, [Russell.Sullivan@FloridaDEP.gov](mailto:Russell.Sullivan@FloridaDEP.gov)

Una Cole, DEP, [Una.Cole@FloridaDEP.gov](mailto:Una.Cole@FloridaDEP.gov)

Whitney Bretana, DEP, [Whitney.Bretana@FloridaDEP.gov](mailto:Whitney.Bretana@FloridaDEP.gov)

USACE, [Terry.S.Hayes@usace.army.mil](mailto:Terry.S.Hayes@usace.army.mil)

Jason Taylor, [jason@oakhurstconsult.com](mailto:jason@oakhurstconsult.com)

Walton County, [scott.caraway@mywaltonfl.gov](mailto:scott.caraway@mywaltonfl.gov), [Gregary@co.walton.fl.us](mailto:Gregary@co.walton.fl.us)

**FILING AND ACKNOWLEDGMENT**

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk

January 28, 2026

Date

**62-330.427 General Permit for Docks, Piers and Associated Structures.**

(1) A general permit is granted to any person to construct, extend, or remove a dock or pier and associated structures as described below:

(a) A private, single-family pier or dock with up to two boat lifts that, together with all existing structures on the shoreline of the property, does not exceed a total area of 2,000 square feet over surface waters. Such a structure:

1. Shall not accommodate the mooring of more than two vessels, either in the water or on a boat lift. Solely for purposes of this general permit, up to two personal watercraft as defined in section 327.02(33), F.S., may be moored in lieu of either or both allowable vessels of another type. These limits shall not apply to the mooring, storage or other use of the dock or pier by:

a. Non-motor-powered vessels less than 16 feet in length that are stored on or under the dock or pier, or within an authorized mooring area; or

b. Personal watercraft, dinghies or similar small vessels that are stowed out of the water, upon a larger parent vessel that is moored at the dock in compliance with this general permit.

2. Shall be located such that all areas used for vessel mooring and navigational access already provide a minimum depth of two feet below the mean low water level for tidal waters, or two feet below the expected average low water depth for non-tidal waters as determined based on best available information for the water body at the project location; and

3. May include a roof over the vessel mooring areas, boat lifts, and terminal platform, or any portions thereof, subject to the applicable provisions of chapters 253 and 258, F.S., and the rules adopted thereunder. Portions of such roofs that overhang beyond the edge of decked portions of the pier or dock shall be included in the calculation of the total square footage of over-water structure allowed under paragraph (1)(a), above.

(b) A public fishing pier that does not exceed a total area of 2,000 square feet provided the structure is designed and built to discourage boat mooring by elevating the fishing pier to a minimum height of five feet above mean high water or ordinary high water, surrounding the pier with handrails, and installing and maintaining signs that state "No Boat Mooring Allowed."

(2) This general permit shall be subject to the following specific conditions:

(a) Construction or extension of the boat lift, boat mooring locations, or terminal platform, shall not occur over submerged grassbeds, coral communities or wetlands. However, the access walkway portion of the pier may traverse these resources provided it is elevated a minimum of five feet above mean high water or ordinary high water, contains handrails that are maintained in such a manner as to prevent use of the access walkways for boat mooring or access, and does not exceed a width of six feet, or a width of four feet in Aquatic Preserves;

(b) There shall be no structures enclosed by walls, screens, or doors on any side;

(c) The dock or pier will not facilitate vessel rentals, charters, or serve any other commercial purpose;

(d) There shall be no fish cleaning facilities, boat repair facilities or equipment, or fueling facilities on the structures authorized by this general permit. In addition, no overboard discharges of trash, human or animal waste, or fuel shall occur from any structures authorized by this general permit;

(e) This general permit shall not authorize the construction or extension of more than one dock or pier per parcel of land or individual lot. For the purposes of this general permit, multi-family living complexes shall be treated as one parcel of property regardless of the legal division of ownership or control of the associated property; and

(f) Notwithstanding any other provisions of this general permit, the design, construction and operation of the dock or pier and associated vessels shall not conflict with any manatee protection plan approved and adopted under section 379.2431(2)(t), F.S.

*Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.418, 403.805(1) FS. Law Implemented 373.118(1), 373.406(5), 373.413, 373.4131, 373.414(9), 373.416, 373.418, 373.426, 403.814(1) FS. History—New 10-3-95, Formerly 62-341.427, Amended 10-1-13, 6-1-18.*

### **62-330.405 General Conditions for All General Permits**

The following general permit conditions are binding upon the permittee and are enforceable under chapter 373, F.S. These conditions do not apply to the general permit for stormwater management systems under section 403.814(12), F.S.

(1) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under chapter 373, F.S.

(2) The general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit; and it does not authorize any violation of any other applicable federal, state, local, or special district laws (including, but not limited to, those governing the “take” of listed species).

(3) The general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.

(4) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.

(5) Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.

(6) The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with chapter 120, F.S., and section 373.429, F.S.

(7) The general permit is not transferable to a new third party. To be used by a different permittee, a new notice to use a general permit must be submitted in accordance with rule 62-330.402, F.A.C. Activities constructed in accordance with the terms and conditions of a general permit are automatically authorized to be operated and maintained by the permittee and subsequent owners in accordance with subsection 62-330.340(1), F.A.C. Any person holding the general permit, persons working under the general permit, and owners of land while work is conducted under the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.

(8) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the general permit.

(9) The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in the general permit.

(10) A permittee's right to conduct a specific activity under the general permit is authorized for a duration of five years.

(11) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007)*, available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-04227>, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at [http://publicfiles.dep.state.fl.us/DEAR/Stormwater\\_Training\\_Docs/erosion-inspectors-manual.pdf](http://publicfiles.dep.state.fl.us/DEAR/Stormwater_Training_Docs/erosion-inspectors-manual.pdf).

(12) Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:

(a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter four inches or greater at breast height;

(b) The maximum width of the construction access area shall be limited to 15 feet;

(c) All mats shall be removed as soon as practicable after equipment has completed passage through, or work has been completed, at any location along the alignment of the project, but in no case longer than seven days after equipment has completed work or passage through that location; and

(d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.

(13) Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.

(14) The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.

(15) Except where specifically authorized in the general permit, activities must not:

(a) Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands; or

(b) Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to section 373.042, F.S., or a Works of the District established pursuant to section 373.086, F.S.

(16) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that

could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S.

(17) The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.

(18) The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:

(a) All vessels associated with the project shall operate at "Idle Speed/No Wake" at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

(b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.

(c) All in-water activities, including vessel operation, must be shut down if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All onsite project personnel are responsible for observing water-related activities for the presence of listed species.

(d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and [ImperiledSpecies@myFWC.com](mailto:ImperiledSpecies@myFWC.com).

(e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at [ImperiledSpecies@myfwc.com](mailto:ImperiledSpecies@myfwc.com) with details of the event within 24 hours following detection of the spill or frac-out.

(19) The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.

(20) The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.

*Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.4145, 373.418, 403.805(1) FS. Law Implemented 373.044, 373.118(1), 373.129, 373.136, 373.406(5), 373.413, 373.4131, 373.414(9), 373.4145, 373.416, 373.422, 373.423, 373.429, 403.814(1) FS. History—New 10-3-95, Amended 10-1-07, Formerly 62-341.215, Amended 10-1-13, 6-1-18.*

### **Special Consent Conditions**

1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.
2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.
3. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.
4. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.
5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

### **General Conditions for Authorizations for Activities on State-Owned Submerged Lands:**

All authorizations granted by rule or in writing under rule 18-21.005, F.A.C., except those for geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (j) below. The general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under chapter 253 or 258, part II, F.S.

(a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.

(b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.

(c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in sections 253.04 and 258.46, F.S., or chapter 18-14, F.A.C.

(d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.

(e) Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in rules 68A-27.003, 68A-27.004 and 68A-27.005, F.A.C.

(f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.

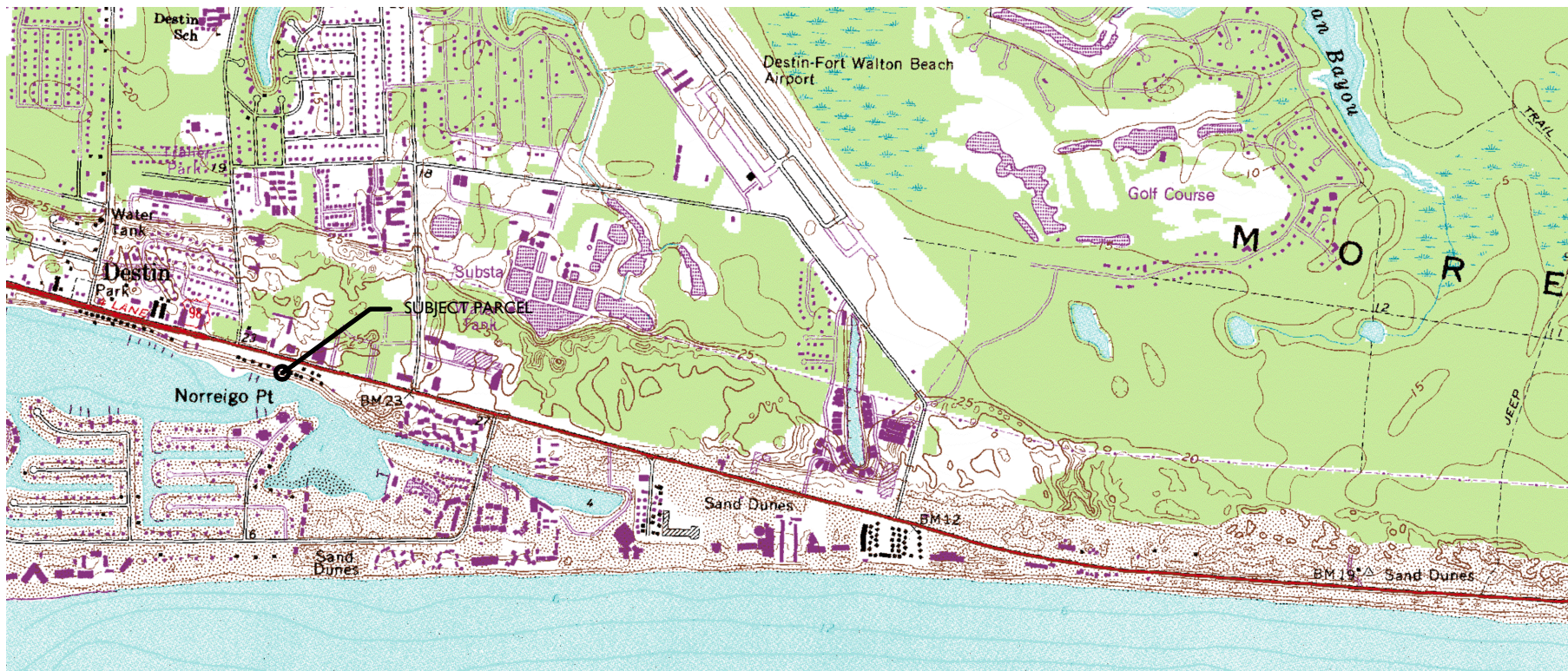
(g) Structures or activities shall not create a navigational hazard.

(h) Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.

(i) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.

(j) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

*Rulemaking Authority 253.03(7), 253.73 FS. Law Implemented 253.001, 253.03, 253.141, 253.0347, 253.665, 253.71, 253.68, 253.72, 253.74, 253.75, 253.77 FS. History—New 3-27-82, Amended 8-1-83, Formerly 16Q-21.04, 16Q-21.004, Amended 12-25-86, 1-25-87, 3-15-90, 8-18-92, 10-15-98, 12-11-01, 10-29-03, 12-16-03, 3-8-04, 10-27-05, 4-14-08, 9-1-09, 3-21-19.*



PROPERTY INFO

PID: 00-2S-22-0700-000F-0030  
SITUS: 702 HARBOR BLVD  
DESTIN, FL 32541  
LAT: 30.3901249  
LONG: -86.4900815

DRAWING INDEX

- 1- SITE LOCATION & SHEET INDEX
- 2-EXISTING SITE CONDITIONS
- 3-PLAN VIEW DEPICTED ONTO AERIAL
- 4-PLAN VIEW
- 5-PROFILE TYP.

RECORD OWNER

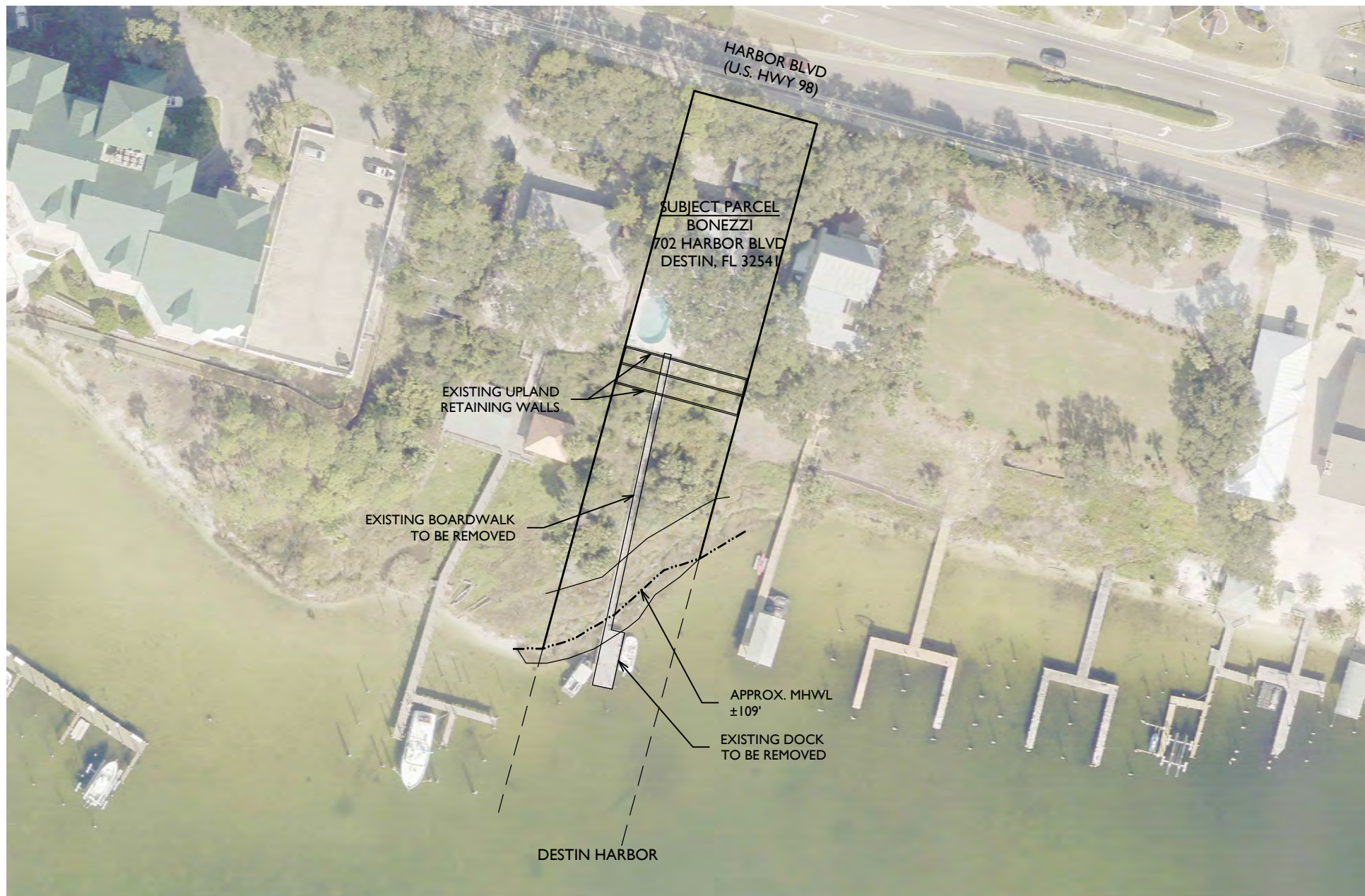
BONEZZI PATRICIA L REVOCABLE RUST  
622 HARBOR BLVD #310  
DESTIN FL 32541

702 HARBOR BLVD, BONEZZI DOCK  
SITE LOCATION & DRAWING INDEX  
JOB NO.: 2025.017  
DRAWN BY: JAT      DRAWING DATE: 01.16.2026  
SHEET: 1 OF 5

OAKHURST  
CONSULTING

JASON@OAKHURSTCONSULT.COM



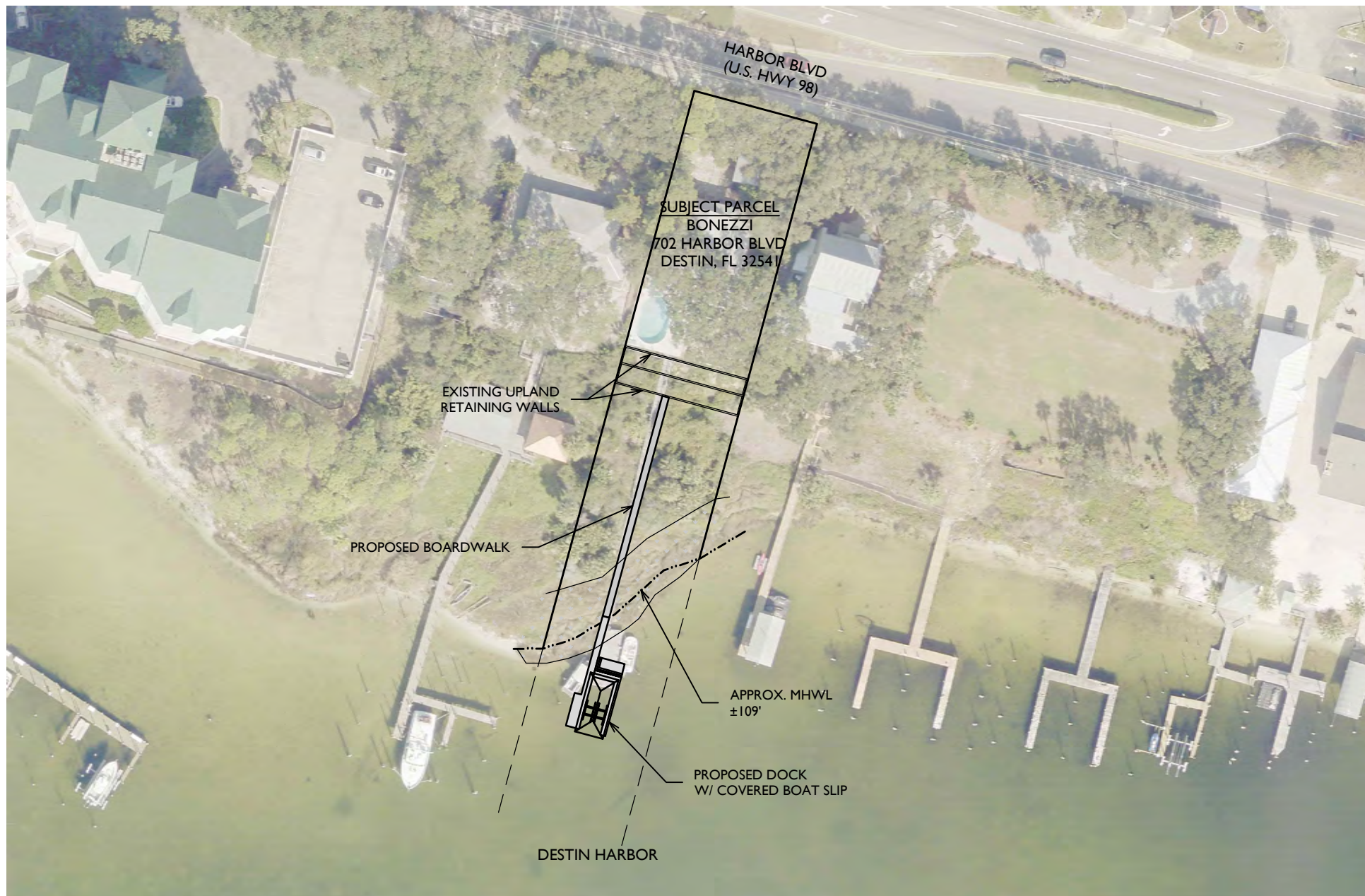


702 HARBOR BLVD, BONEZZI DOCK  
EXISTING SITE CONDITIONS  
JOB NO.: 2025.017  
DRAWN BY: JAT      DRAWING DATE: 01.16.2026  
SHEET: 2 OF 5

OAKHURST  
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JASON@OAKHURSTCONSULT.COM





702 HARBOR BLVD, BONEZZI DOCK

PLAN VIEW DEPICTED ONTO AERIAL

JOB NO.: 2025.017

DRAWN BY: JAT

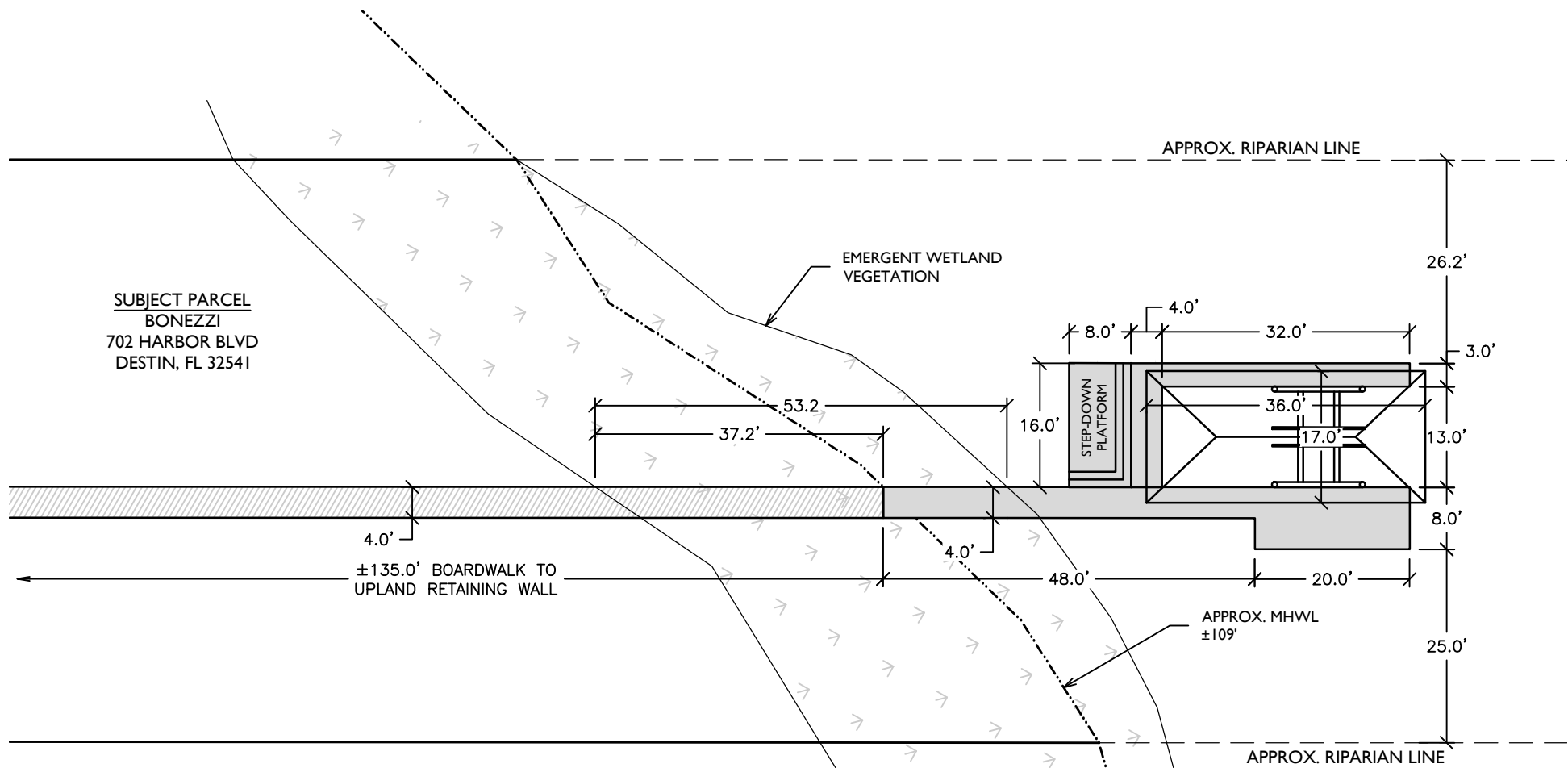
DRAWING DATE: 01.16.2026

SHEET: 3 OF 5

OAKHURST  
CONSULTING

JASON@OAKHURSTCONSULT.COM





PREEMPTED AREA CALCS:	
48'x4' ACCESS PIER	= 192 S.F.
20'x8' TERMINAL PLATFORM	= 160 S.F.
8'x16' STEP-DOWN PLATFORM	= 128 S.F.
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702 HARBOR BLVD, BONEZZI DOCK

PLAN VIEW  
JOB NO.: 2025.017

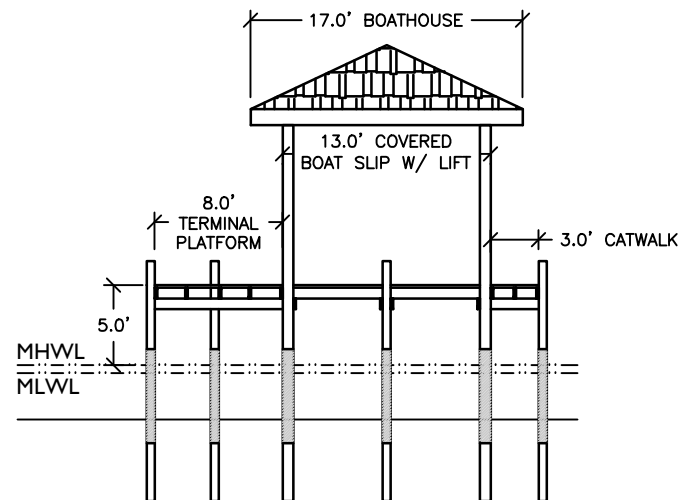
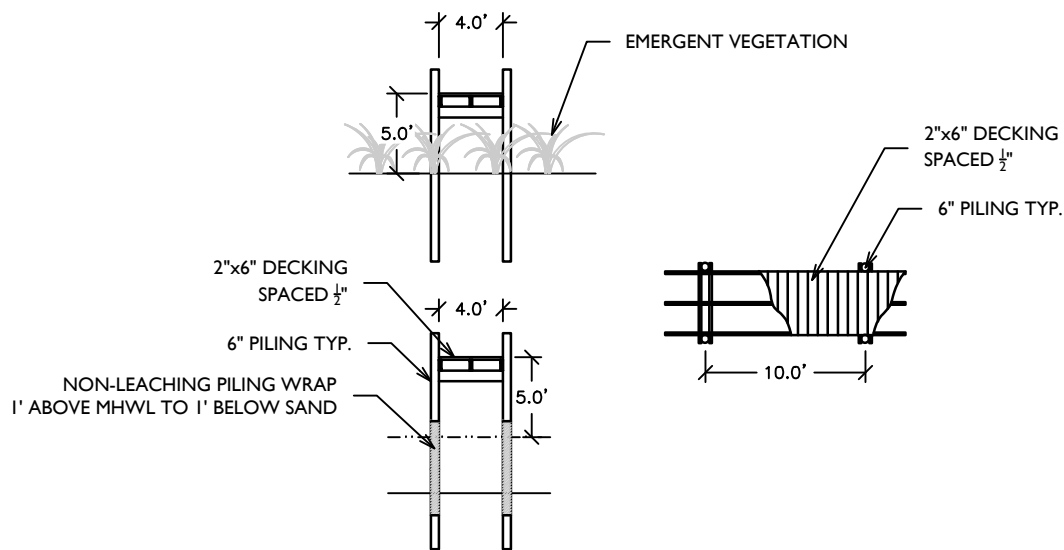
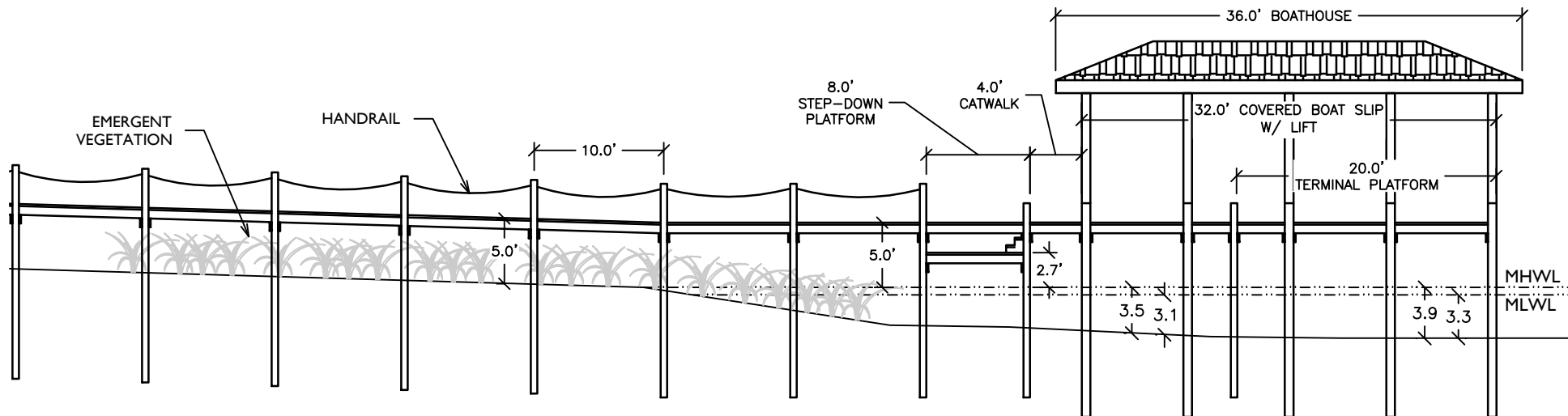
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CONSULTING**

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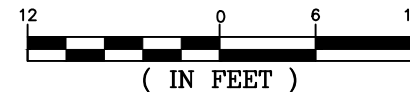




702 HARBOR BLVD, BONEZZI DOCK  
 DOCK TYPICAL  
 JOB NO.: 2025.017  
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OAKHURST  
 CONSULTING

JASON@OAKHURSTCONSULT.COM





Jason Taylor &lt;jason@oakhurstconsult.com&gt;

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**Department of the Army Application for Department of the Army (DA) Permit (ENG 4345) Request - Bonezzi Dock, 702 Harbor Blvd, Destin - Dock**

---

rrs@usace.army.mil &lt;rrs@usace.army.mil&gt;

Sun, Jan 25, 2026 at 6:07 PM

To: pbonezzi@gmail.com, jason@oakhurstconsult.com

The U.S. Army Corps of Engineers, Jacksonville District has received your submission for a Application for Department of the Army (DA) Permit (ENG 4345) through the Regulatory Request System. The U.S. Army Corps of Engineers Regulatory program is committed to providing you with the highest level of public service.

Your request will be processed in the order it was received, and the assigned project manager will contact you if any additional information is required to complete the review of your request.

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This mailbox is not monitored. If you have any questions, please contact your assigned project manager or reach out the Jacksonville District directly.



Jason Taylor &lt;jason@oakhurstconsult.com&gt;

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**Department of the Army Application for Department of the Army (DA) Permit (ENG 4345) Request - Bonezzi Dock, 702 Harbor Blvd, Destin - Dock**

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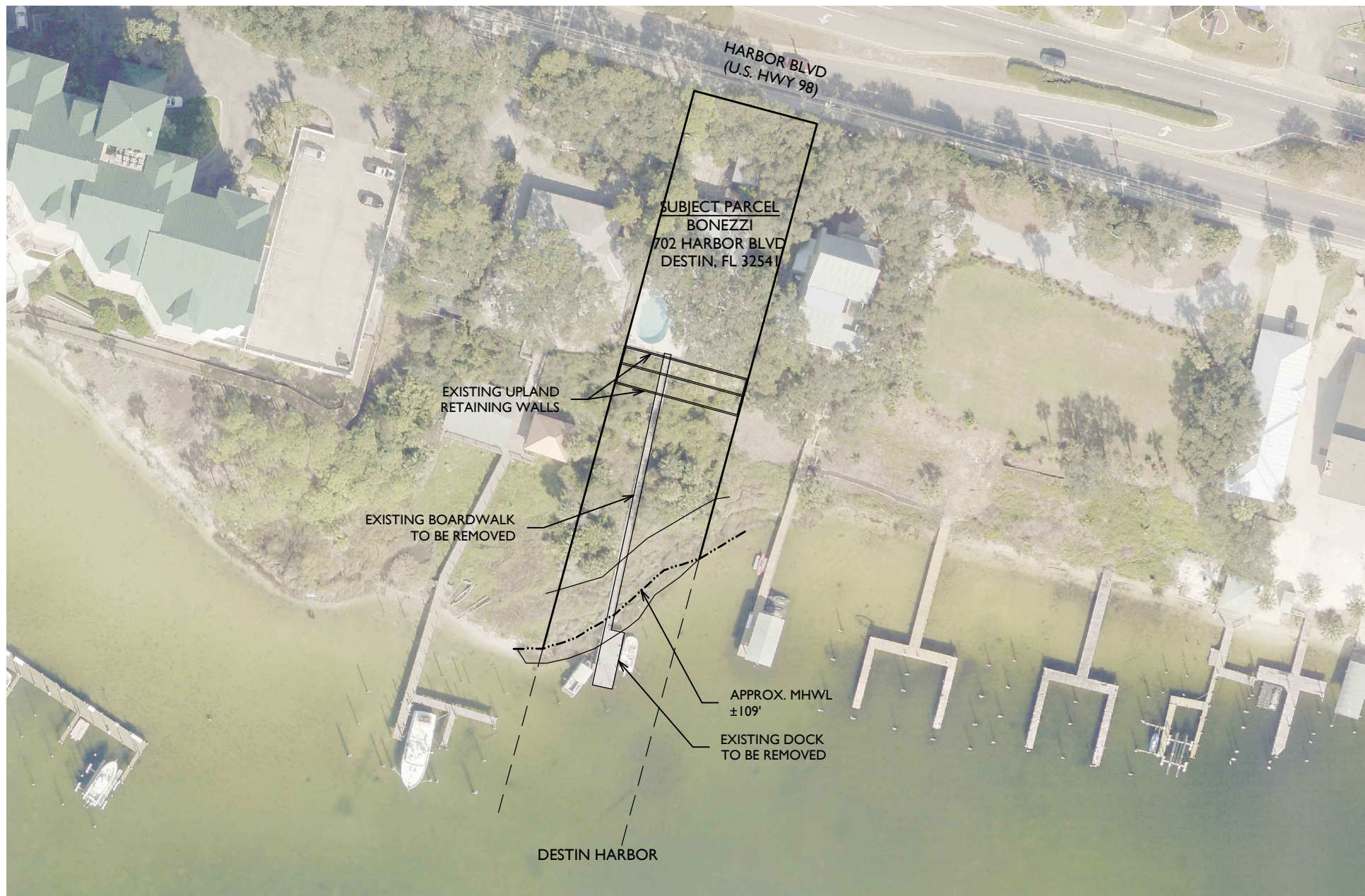
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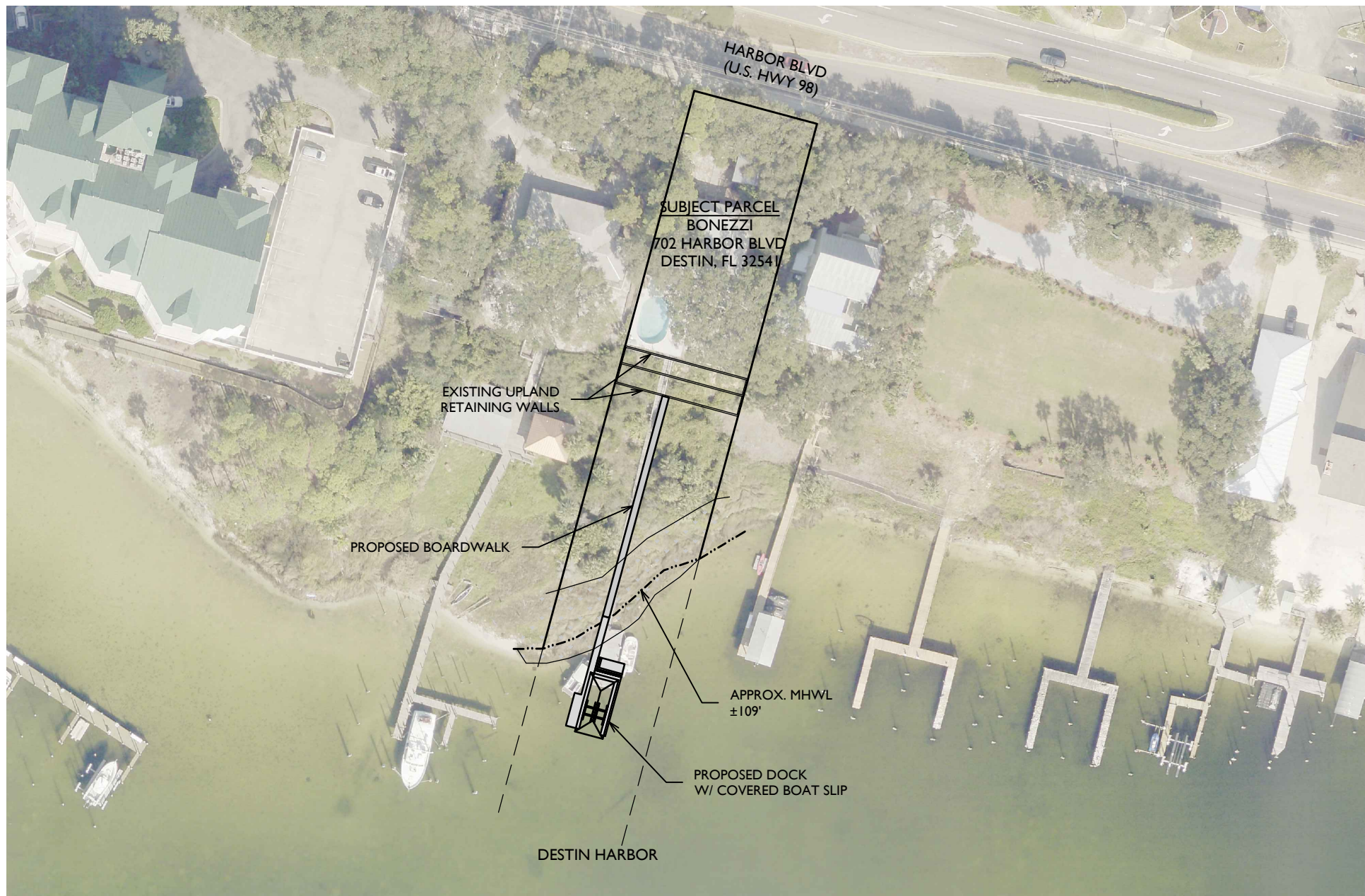


702 HARBOR BLVD, BONEZZI DOCK  
EXISTING SITE CONDITIONS  
JOB NO.: 2025.017  
DRAWN BY: JAT      DRAWING DATE: 01.16.2026  
SHEET: 2 OF 5

OAKHURST  
CONSULTING

JASON@OAKHURSTCONSULT.COM



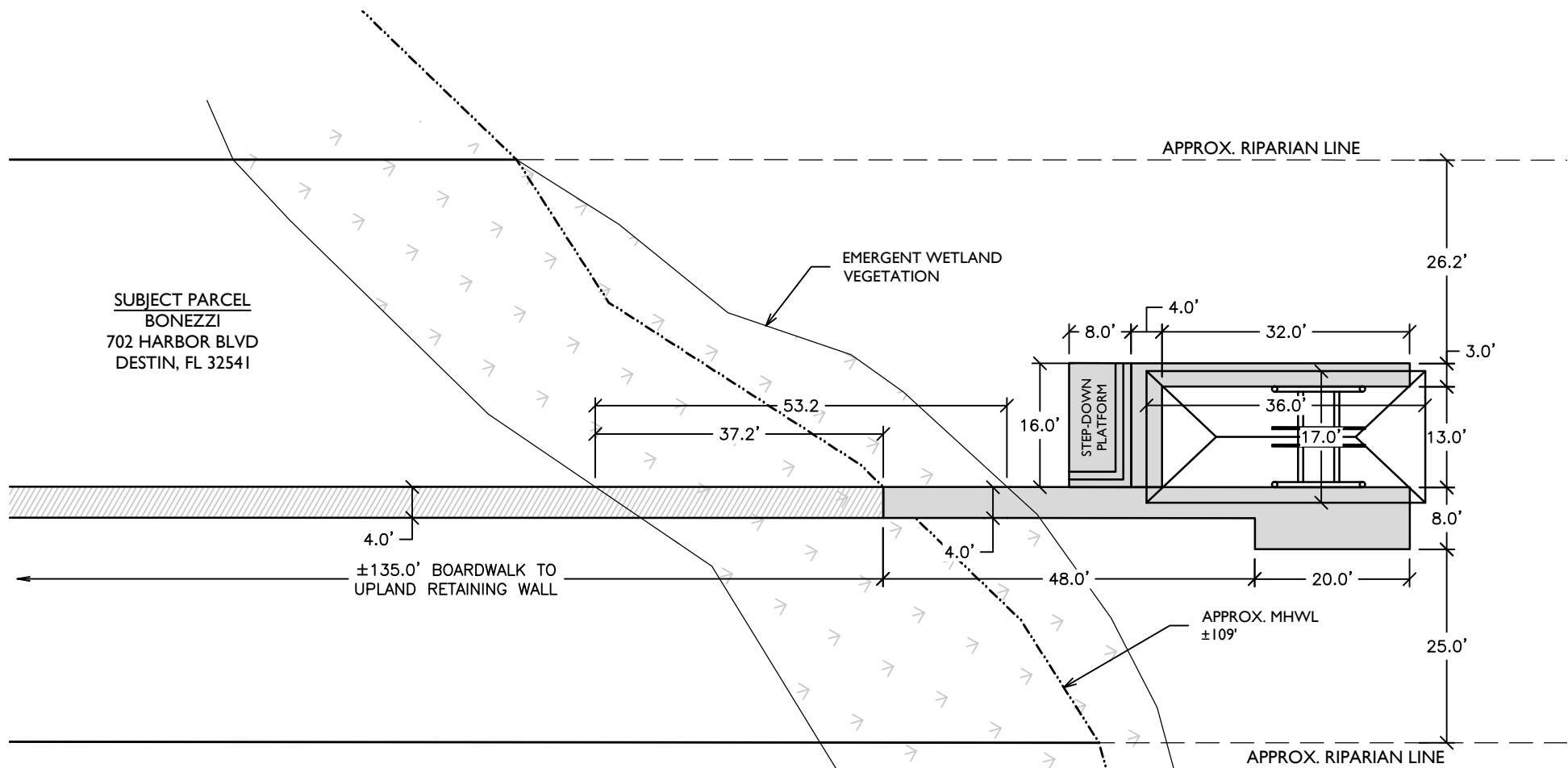


702 HARBOR BLVD, BONEZZI DOCK  
PLAN VIEW DEPICTED ONTO AERIAL  
JOB NO.: 2025.017  
DRAWN BY: JAT      DRAWING DATE: 01.16.2026  
SHEET: 3 OF 5

OAKHURST  
CONSULTING

JASON@OAKHURSTCONSULT.COM





**SUBJECT PARCEL**  
**BONEZZI**  
 702 HARBOR BLVD  
 DESTIN, FL 32541

PREEMPTED AREA CALCS:	
48'x4' ACCESS PIER	= 192 S.F.
20'x8' TERMINAL PLATFORM	= 160 S.F.
8'x16' STEP-DOWN PLATFORM	= 128 S.F.
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<b>TOTAL</b>	<b>= 1,090 S.F.</b>

702 HARBOR BLVD, BONEZZI DOCK

PLAN VIEW  
 JOB NO.: 2025.017

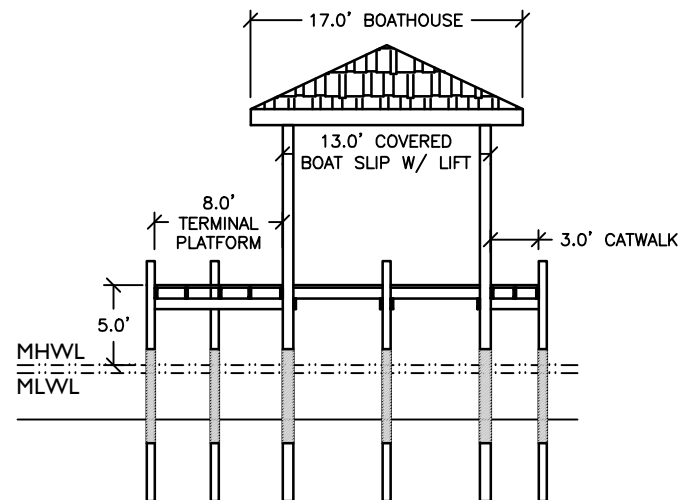
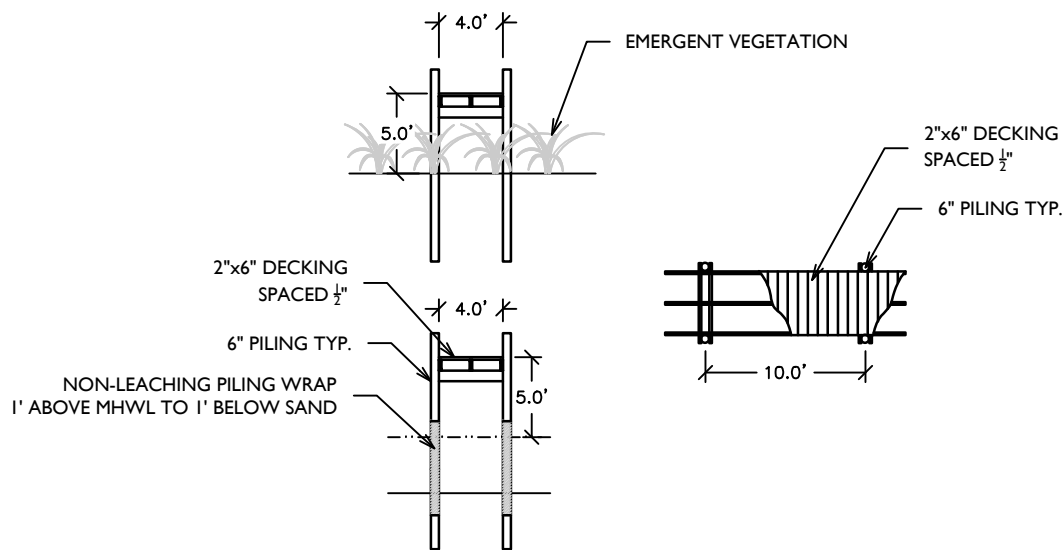
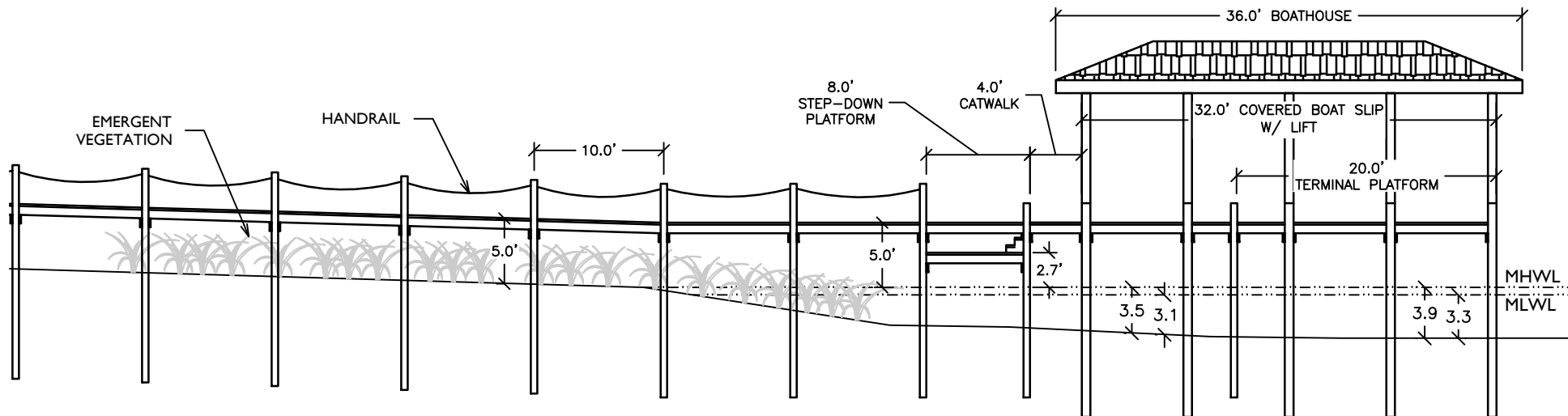
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SHEET: 4 OF 5

**OAKHURST**  
**CONSULTING**

JASON@OAKHURSTCONSULT.COM





702 HARBOR BLVD, BONEZZI DOCK

DOCK TYPICAL

JOB NO.: 2025.017

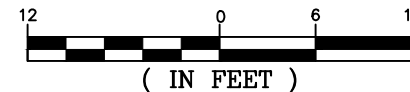
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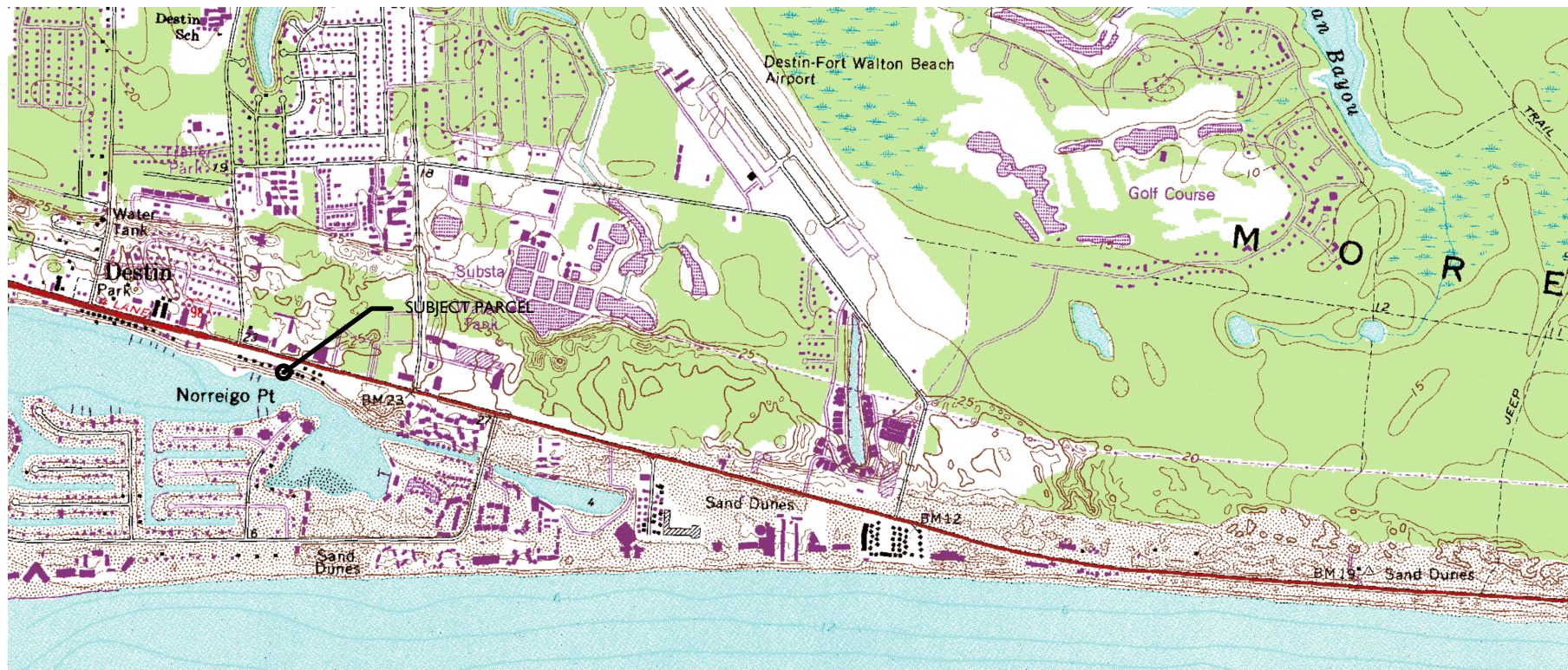
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SHEET: 5 OF 5

OAKHURST  
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PROPERTY INFO

PID: 00-2S-22-0700-000F-0030  
 SITUS: 702 HARBOR BLVD  
 DESTIN, FL 32541  
 LAT: 30.3901249  
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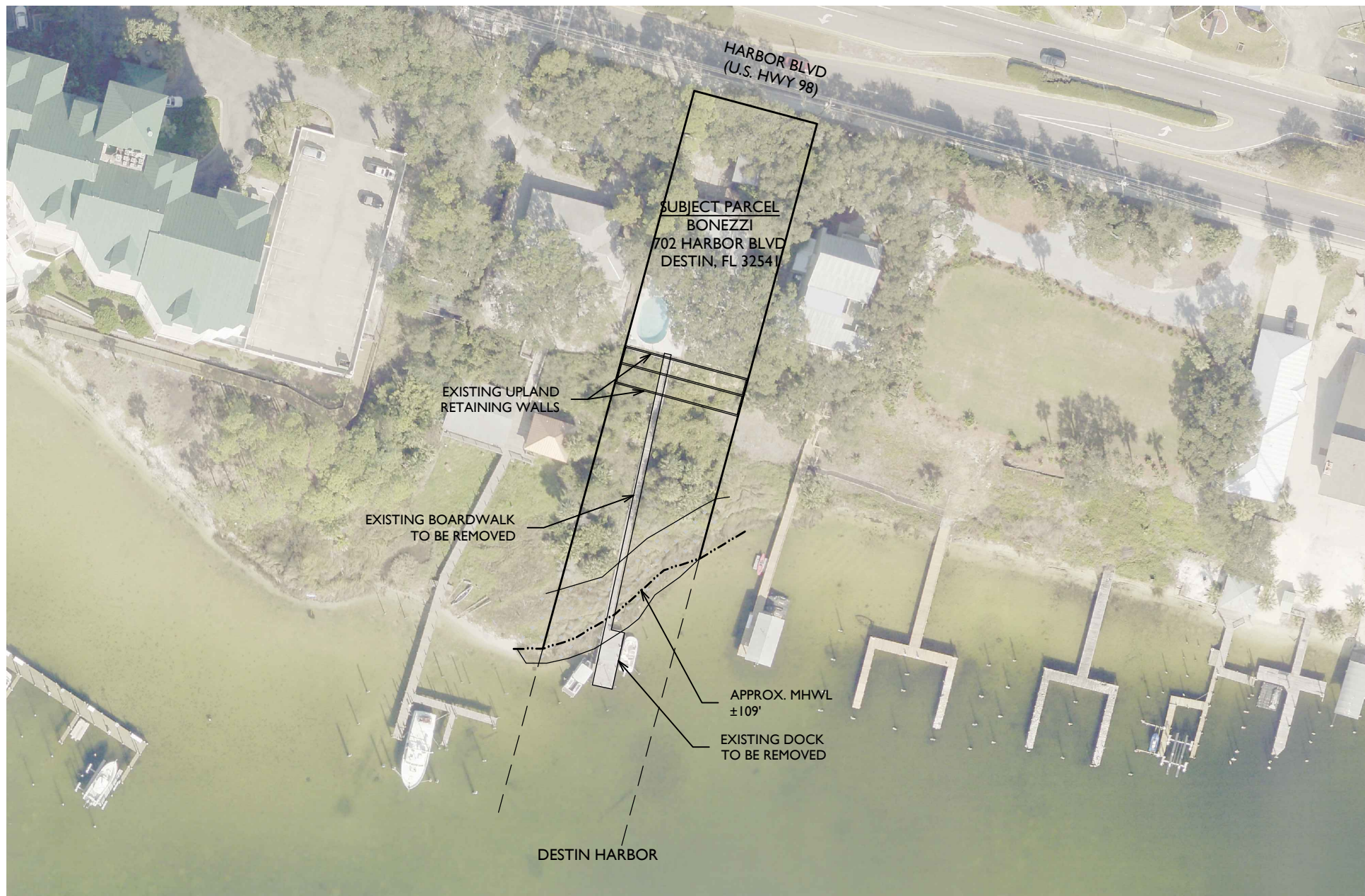
BONEZZI PATRICIA L REVOCABLE RUST  
 622 HARBOR BLVD #310  
 DESTIN FL 32541

702 HARBOR BLVD, BONEZZI DOCK  
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**OAKHURST  
 CONSULTING**

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702 HARBOR BLVD, BONEZZI DOCK

EXISTING SITE CONDITIONS

JOB NO.: 2025.017

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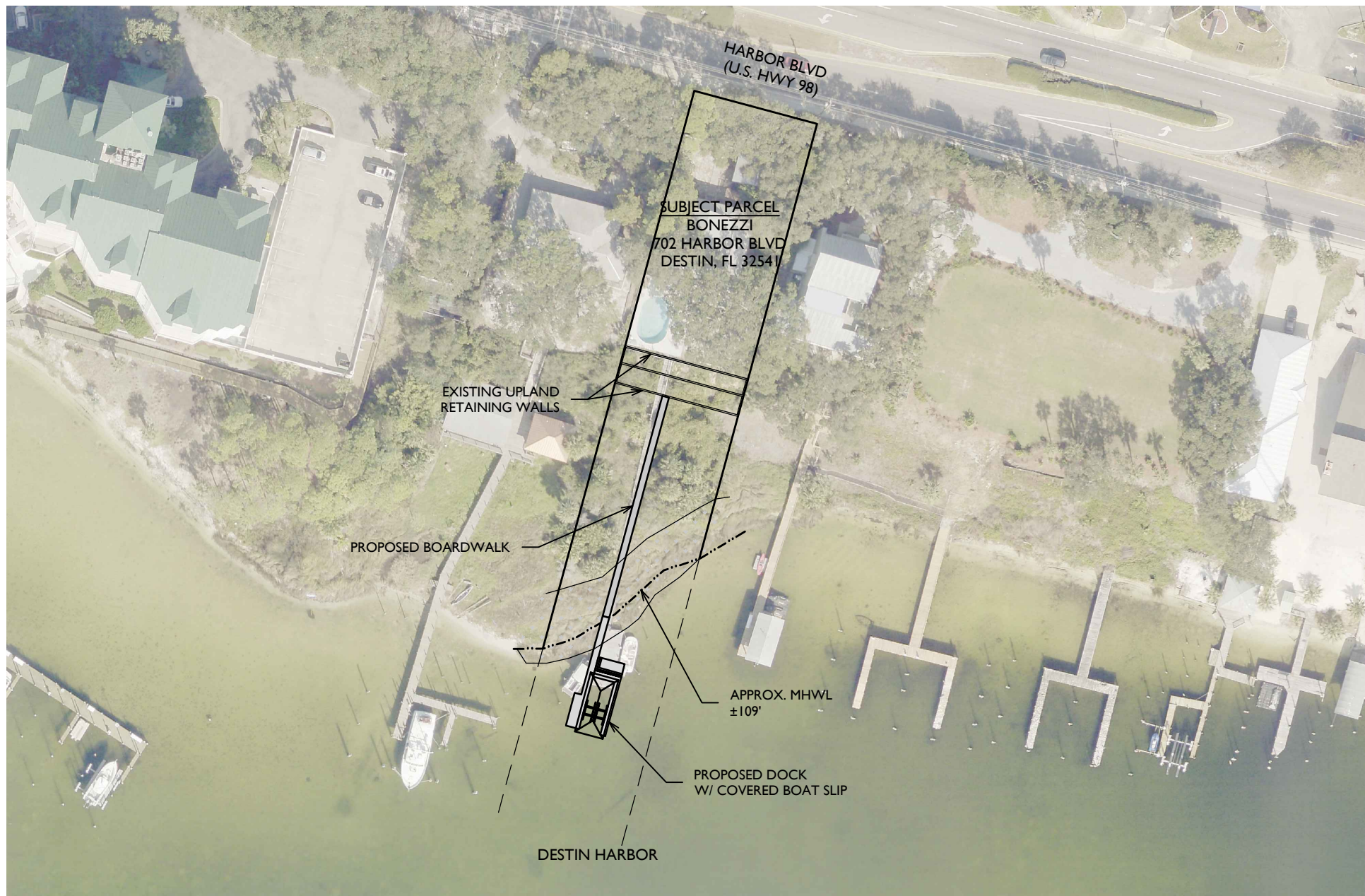
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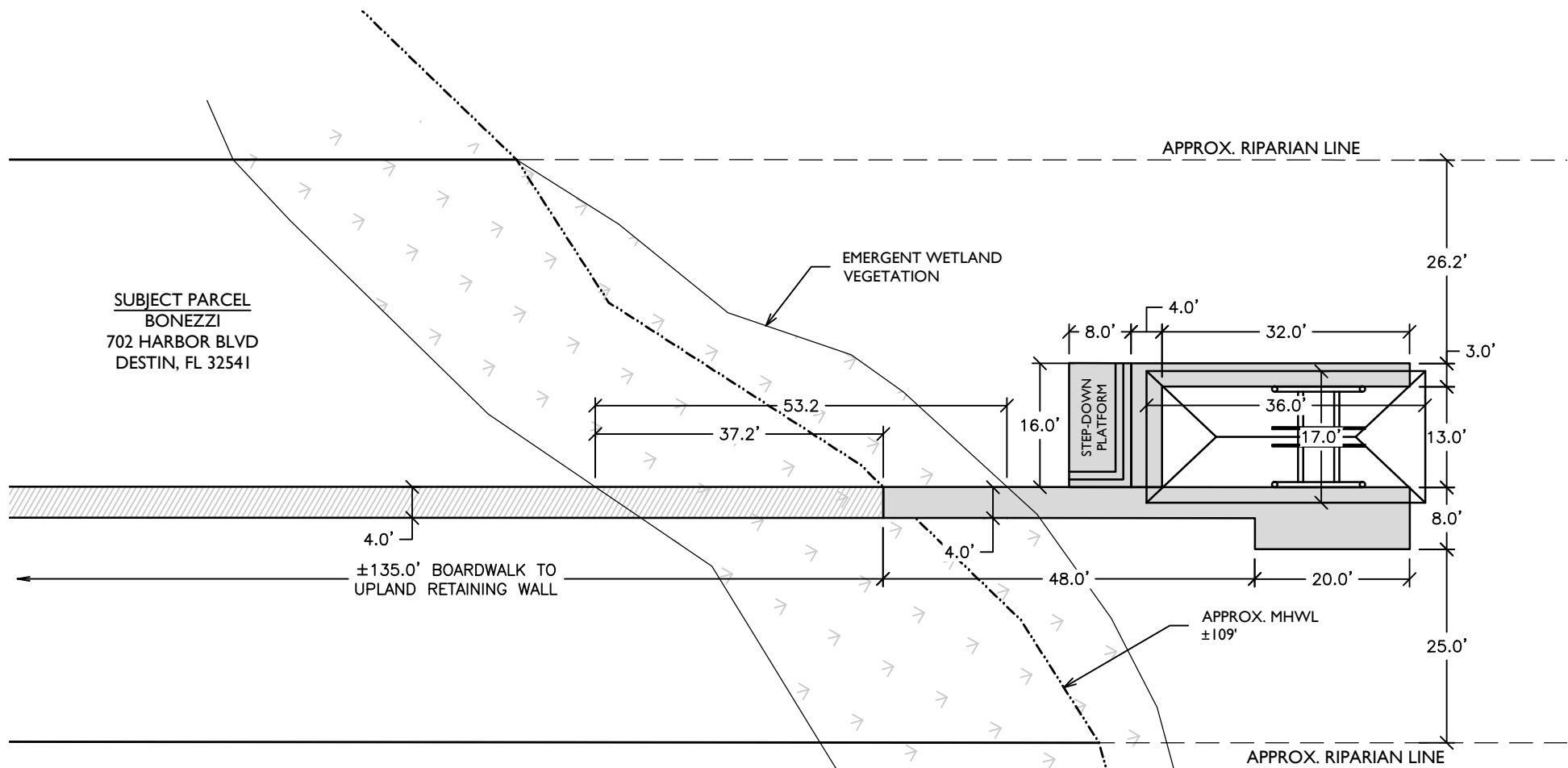


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**SUBJECT PARCEL**  
**BONEZZI**  
 702 HARBOR BLVD  
 DESTIN, FL 32541

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702 HARBOR BLVD, BONEZZI DOCK

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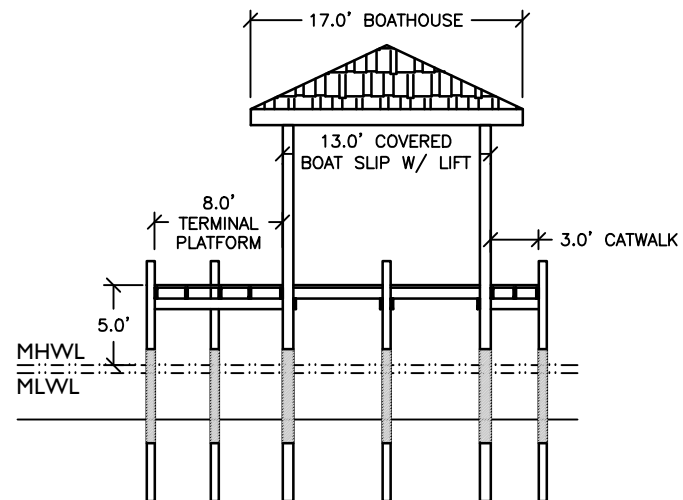
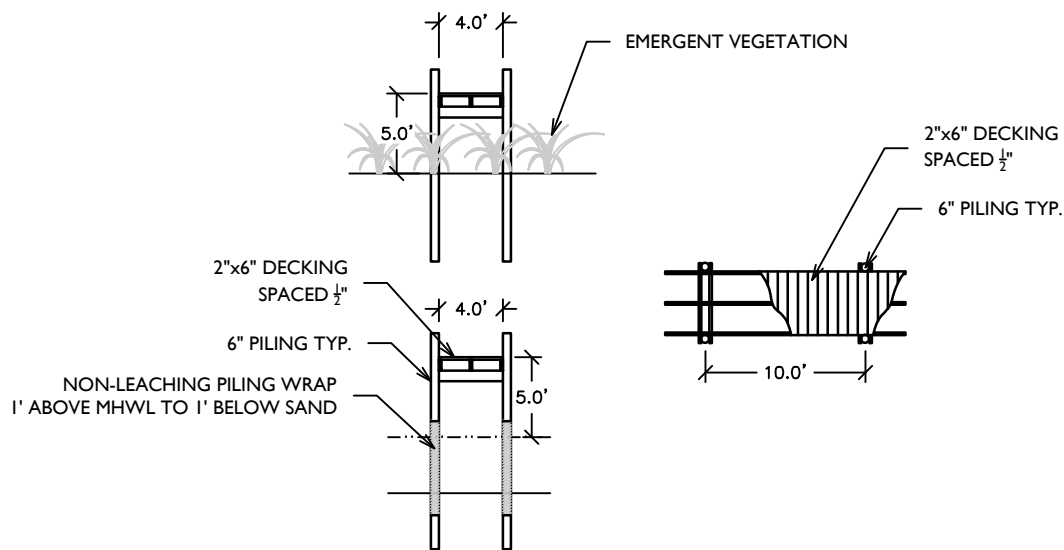
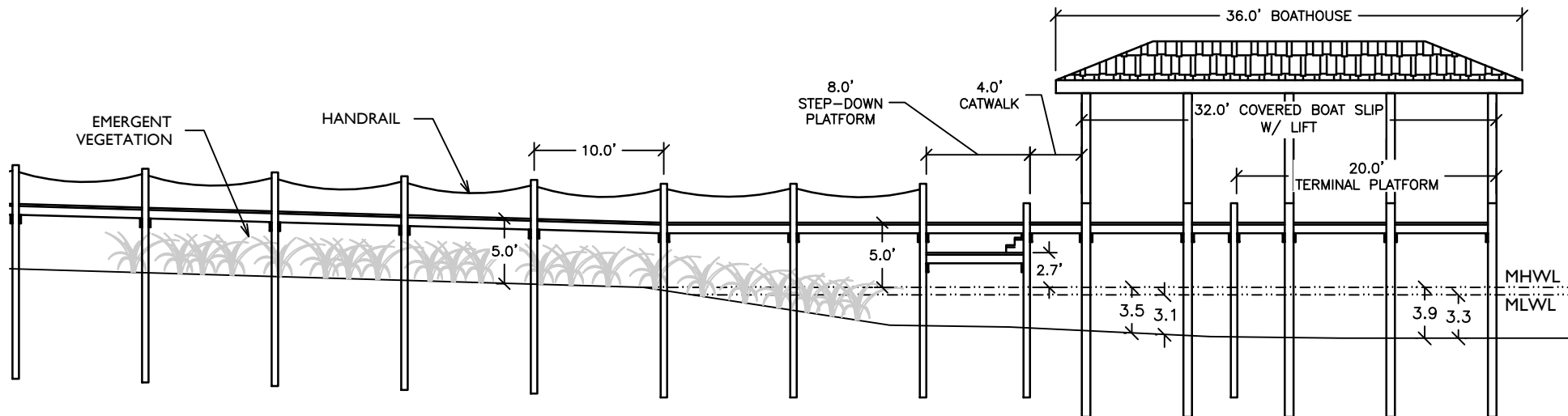
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SHEET: 4 OF 5

**OAKHURST**  
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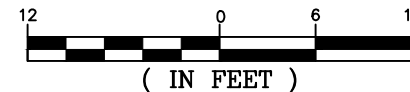




702 HARBOR BLVD, BONEZZI DOCK  
 DOCK TYPICAL  
 JOB NO.: 2025.017  
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 SHEET: 5 OF 5

OAKHURST  
 CONSULTING

JASON@OAKHURSTCONSULT.COM





Jason Taylor &lt;jason@oakhurstconsult.com&gt;

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**Department of the Army Application for Department of the Army (DA) Permit (ENG 4345) Request - Bonezzi Dock, 702 Harbor Blvd, Destin - Dock**

---

rrs@usace.army.mil &lt;rrs@usace.army.mil&gt;

Sun, Jan 25, 2026 at 6:07 PM

To: pbonezzi@gmail.com, jason@oakhurstconsult.com

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This mailbox is not monitored. If you have any questions, please contact your assigned project manager or reach out the Jacksonville District directly.

PETER BOYLAN TRUST  
708 HARBOR BLVD E  
DESTIN FL 32541

DAVID KREBS  
712 PLANET DR  
DESTIN FL 32541



## COMMUNITY DEVELOPMENT DEPARTMENT

# AGENDA ITEM

**CITY COUNCIL MEETING DATE:** March 16, 2026

**TYPE OF AGENDA ITEM:** Consent Agenda

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**TO:** City Council

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

**FROM:** Sherry Burney, Planner  
Daniel Butler, Principal Planner  
Noell Bell, Interim Community Development Director

**SUBJECT:** 82 Indian Bayou Dr, Residential Marine Construction, PZ-2026-15

---

### **BACKGROUND:**

Mid Bay Homes LLC has applied for Harbor and Waterways Board review. The proposed project includes the construction of a new residential dock, totaling approximately 490 square feet.

The applicant seeks a recommendation for approval from the Harbor and Waterways Board for a residential marine construction project proposing a new residential dock with:

Total Square Feet:	490 SF
Total Number of Piers or Docks:	1
Total Length:	60 LF
Total Slip Density:	2
Located in:	Indian Bayou

### **DISCUSSION:**

The applicant requests Harbor and Waterways Board review for residential marine construction located at 82 Indian Bayou Dr. within Indian Bayou.

The Harbor and Waterways Board is being asked to review the proposed Marine project per Land Development Code ***Section 11.05.01 - General regulations; prohibitions*** and ***Section 11.05.02 – Permitting procedures***. Below are Staff’s findings with respect to ***Section 11.05.01*** and ***Section 11.05.02***; items not applicable to this project are marked “Not Applicable.”

***11.05.01. General regulations; prohibitions.*** *This article establishes and regulates procedures and standards by which the City controls and regulates development, construction and activities within and contiguous to the Harbor and waterways of Destin. The following regulations and prohibitions shall apply to the Harbor and waterways of Destin:*

- A. No person shall construct or add to an existing dock, seawall, bulkhead, mooring or piling, modify an existing submerged land lease, or conditions thereto, or conduct dredge or fill operations in, or contiguous to, the Harbor or waterways of Destin without first obtaining the proper authorization from the appropriate federal, state and City agencies.

*Staff response: The applicant has submitted for authorization from all appropriate agencies.*

- B. The addition or modification of a boat lift or pilings within an existing legal and conforming boat slip shall not require the review of the Harbor and Waterways Board or the City Council. Rather, a copy of the U.S. Army Corps of Engineers permit, DEP permit, and a homeowner's association approval (if applicable) shall accompany a completed application for a building permit, provided no additional slips are created.

*Staff response: Not applicable.*

- C. No fish carcasses and debris shall be discharged into the Harbor or waterways of Destin.

*Staff response: This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

- D. No person who maintains or operates a dock shall allow or permit the disposal of fish carcasses, litter, waste petroleum products or other pollutants into the Harbor or waterways of Destin. Trash disposal receptacles shall be anchored to each dock to ensure compliance with the provisions of this article.

*Staff response: This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

- E. No fuel or oil shall be willfully or knowingly discharged in the Harbor or waterways of Destin. No dock which sells fuel or oil shall be constructed, operated or maintained in the Harbor or waterways of Destin unless an oil abatement plan, in accordance with Coast Guard guidelines, is available at each dock. The Destin Harbor and Waterways Board shall review and recommend approval or disapproval of each oil abatement plan to the City Council, which shall have approval authority. Each existing dock which sells fuel or oil shall develop and have approved an oil abatement plan acceptable to the City. All new docks which sell fuel or oil shall develop and have an approved oil abatement plan, which is acceptable to the City, prior to receiving a building permit from the City.

*Staff response: This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to. Additionally, this is a proposed residential dock; therefore, no fuel/oil shall be sold here.*

- F. No new or existing dock shall be constructed or modified such that the length of any pier as completed is greater than 20 percent of the width of the Harbor or waterway at the place where the pier is located, or out 200 feet, whichever is less, except in Choctawhatchee Bay.

**Staff response:** *The width of Indian Bayou at the location of which this dock is to be placed is approximately 304 feet. The proposed new dock will be four feet (4') in width, extending 60 feet (60') waterward from the mean-high water line (MHWL). The dock, as proposed, complies with all applicable dimensional standards and will not exceed the maximum permitted length, as defined by the LDC.*

- G. No piling(s) shall be added to the waterward end of any pier which piling(s) would make the total length of the dock more than 200 feet, or 20 percent of the waterway, whichever is less, except in Choctawhatchee Bay.

**Staff response:** *The width of Indian Bayou at the location of which this dock is to be placed is approximately 304 feet. The proposed dock will be four feet (4') in width, extending 60 feet (60') waterward from the mean-high water line. The dock, as proposed, complies with all applicable dimensional standards and will not exceed the maximum permitted length, as defined by the LDC.*

- H. No vessel shall be moored or docked on the waterward end of any pier of the maximum legal length, as determined pursuant to subsection F above, for more than 72 hours.

**Staff response:** *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

- I. No dock shall be constructed which permits the commercial docking of boats with on-board toilets unless the dock is equipped with a sewage pump-out.

**Staff response:** *Not applicable.*

- J. No dock shall be constructed which permits the docking of a live-aboard unless such vessel has an operable holding tank.

**Staff response:** *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

- K. No boat shall be moored in the Harbor or waterways of Destin such that it constitutes a hazard to navigation.

**Staff response:** *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

- L. No dock shall be constructed such that it constitutes a hazard to navigation.

**Staff response:** *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

- M. Excepting docks connected to uplands zoned SHMU, or those located on Choctawhatchee Bay, no dock shall be longer than the width, at the mean high-water line, of the lot to which the dock is attached.

**Staff response:** Total waterfront footage is approximately 100 LF. Therefore, the proposed dock length is less than the width of the lot at the MHWL.

- i. For those docks connected to uplands zoned SHMU, or those located on Choctawhatchee Bay, a dock may be constructed to a length of 1.5 times the width of the property at the mean high-water line, provided the length of the dock does not exceed the maximum length established by paragraphs F and G above.

**Staff response:** Not applicable.

- ii. For the purpose of this subsection, lots may be combined with neighboring lots. However, no dock may exceed the limitations specified in subsection F above.

**Staff response:** Not applicable.

- N. No dock shall be constructed or modified such that slip density exceeds one slip per eight linear feet of waterfront footage except that, on canals, no lot may have more than one slip per 45 linear feet of waterfront. However, all lots riparian to a canal shall be entitled to at least two slips on the canal.

**Staff response:** The proposed marine construction would be providing two (2) slips; therefore, compliant with this requirement.

- O. No boat or vessel, entering into, exiting or operating within Destin Harbor shall operate at such speed that would create a wake that endangers other boats or vessels, swimmers or other people within Destin Harbor, or would contribute to any adjacent land erosion.

**Staff response:** This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.

- P. No heated or cooled water may be emitted into the Harbor, waterways, or the Harbor canals other than from a boat.

**Staff response:** This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.

- Q. No pier shall extend more than six feet into a canal right-of-way.

**Staff response:** Not applicable

- R. No discharge of water shall contain phosphorous or any other substance likely to cause a violation of the water quality standards specified in Chapter 17-302, Florida Administrative Code.

**Staff response:** This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.

- S. No dock or vessel shall be placed within the 25-foot setback of a property line without providing prior written notification to the adjoining landowners and requesting their

response. Any objections received from the adjoining property owners will be considered by the Harbor and Waterways Board in their recommendations to the City Council.

**Staff response:** *Staff sent the Adjacent Property Notification to the neighboring properties on February 19, 2026. As proposed, the riparian rights of others are not interfered with.*

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

**Staff response:** *Staff sent the Adjacent Property Notification to the neighboring properties on February 19, 2026. As proposed, the riparian rights of others are not interfered with.*

- U. No dock of 100 feet or longer shall be constructed unless a white navigation/security night-light is installed at the furthest point seaward on said dock and such light is to be illuminated continuously from dusk to dawn every night of the year. All existing docks 100 feet or longer shall install and operate a navigation/security light pursuant to this subsection. Each light shall be installed within 90 days after adoption of this Code.

**Staff response:** *Not applicable.*

- V. No commercially operated boat docking facilities shall be permitted or operated unless equipped with firefighting facilities as specified by the City.

**Staff response:** *Not applicable.*

- W. No construction shall be allowed, which violates any provision of the Standard Building Code, as adopted by the City.

**Staff response:** *Applicant must obtain an approved Marine Construction Permit prior to any construction.*

- X. No electrical or water service upon any dock shall be installed unless a permit is obtained from the Planning Department and Building Department for that service.

**Staff response:** *Applicant must obtain an approved Marine Construction Permit prior to any construction.*

- Y. No person, while operating a boat within the or waterways of Destin shall allow or permit the disposal of fish carcasses, litter, waste, petroleum products or other pollutants into the Harbor or waterways of Destin from such boats.

**Staff response:** *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

- Z. No lot, or multi-contiguous lots, with less than 50 feet of waterfront footage shall be allowed individual docks, unless they are parallel to the shoreline. However, docks may be allowed under the provisions of subsection **11.05.01.M.2.**

*Staff response: Not applicable.*

Pursuant to **Section 11.05.03, Land Development Code (LDC)**, all construction shall be inspected by the City Building Inspector for compliance with applicable building codes. The applicant shall be responsible for the condition and repair of permitted docks and failure to maintain said docks in a safe condition shall constitute grounds for revocation of the permit.

**PUBLIC COMMENT:**

Staff have received no comments from the public to date.

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

IV. Enhanced quality of life and safety for families.

**B. Effect on Budget (EOB):**

N/A

**C. Level of Service (LOS):**

N/A

**CONCLUSION:**

The applicant requests the Harbor and Waterways Board recommendation for approval for a residential marine construction project located at 82 Indian Bayou Dr. Additionally, the applicant provided the Self-Certification file from the Florida Department of Environmental Protection (FDEP), File No.: 0462568001EE, which also states that no United States Army Corps of Engineers (USACE) review is required.

City Staff reviewed the application and determined that the plans comply with **LDC Section 11.05.00, Marina Siting**, and the Coastal Management Element of the City's Comprehensive Plan (**Coastal Management Element Policy 6-1.1.6**).

At the regularly scheduled Harbor and Waterways Board (HWB) meeting on Thursday, February 26, 2026, the HWB unanimously recommended City Council approval of the residential marine construction at 82 Indian Bayou Dr.

**RECOMMENDED MOTION:**

I move to approve the proposed residential marine construction project at 82 Indian Bayou Dr. for the construction of a new residential dock, totaling approximately 490 square feet.

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

**ALTERNATIVE MOTION:**

I move to deny the proposed residential marine construction project at 82 Indian Bayou Dr.

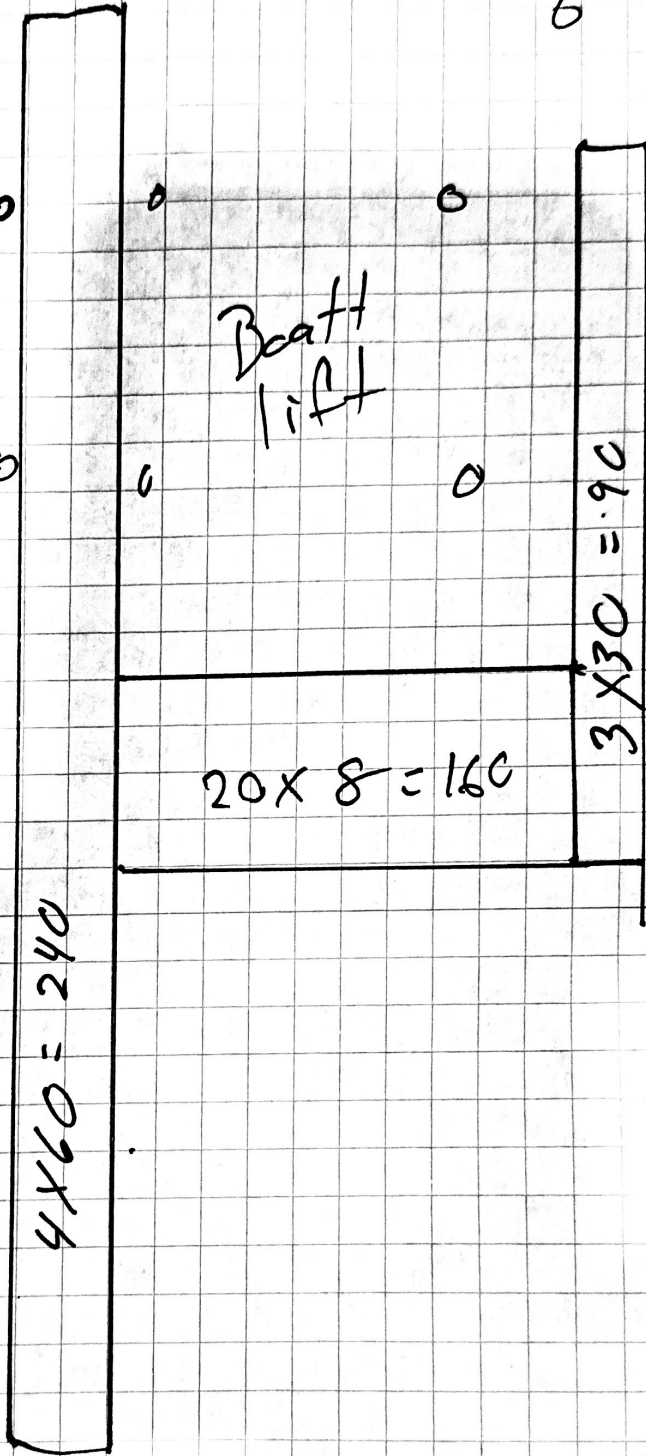
**Attachments:**

**ITEM #** \_\_\_\_\_

1. Scaled & Dimensioned Plans
2. Boundary Survey
3. FDEP Authorization
4. Proof of Ownership
5. Agent Affidavit
6. Existing Conditions
7. Adjacent Property Notification

Boat lift

Boat lift



$$\begin{array}{r} 190 \\ 160 \\ \hline 240 \\ \hline 490 \end{array}$$

sqft of  
coverage





**FLORIDA DEPARTMENT OF  
Environmental Protection**

**Ron DeSantis**  
Governor

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, Florida 32399-2400

**Alexis A. Lambert**  
Secretary

**Receipt for Submission**

**SELF-CERTIFICATION FOR A PROJECT AT A  
PRIVATE, RESIDENTIAL SINGLE-FAMILY DOCK**

**07/10/2025**

Self-Certification File No.: **0462568001EE**

File Name: **82 Indian Bayou Dr. Destin, FL 32541 - Self Cert Exempt Dock with Boat Lift(s)  
(General)**

Dear **Joshua Reiker**: On **07/10/2025** you used the Florida Department of Environmental Protection's electronic Self Certification Process to certify compliance with the terms and conditions of the Single-Family Dock ERP Exemption Self Certification Process for a project at private, single-family residence located at:

LAT - Degrees: **30** Minutes: **23** Seconds: **58.7656**  
LONG - Degrees: **-86** Minutes: **26** Seconds: **57.7266**  
SITE ADDRESS: **82 Indian Bayou Dr. Destin, FL 32541**  
COUNTY: **Okaloosa**

For:

**Joshua Reiker**  
**4137 Belcourt Dr. Destin, FL 32541**

You have certified that the project you propose to construct at the above location meets all the conditions of the Self-Certification Process. A project that is built in conformance to those conditions (attached for reference) will:

1. Qualify for a regulatory exemption under Section 403.813(1)(b) of the Florida Statutes (F.S.) and Chapter 62-330, Florida Administrative Code (F.A.C.). As such, it is exempt from the need to obtain a DEP Environmental Resource Permit.;
2. Qualify for Consent by Rule or Letter of Consent (as applicable) under Chapter 253, F.S. and Chapter 18-21, F.A.C. (and Chapter 258, F.S. and Chapter 18-20, F.A.C., if applicable), when the project is located on submerged lands owned by the State of Florida.

Your Self-Certification is based solely on the information you provided under this process and applies only to the statutes and rules in effect when your certification was completed. The certification is effective only for the specific project proposed, and only if the project is constructed, operated, and maintained in conformance with all the terms, conditions, and limitations stated in the Self-Certification Process. In addition, any substantial modifications in your plans should be submitted to the Department for review, as changes may result in a permit being required.

You have acknowledged that this Self Certification will automatically expire if:

1. Construction of the project is not completed within one year from the self-certification date;
2. site conditions materially change;
3. the terms, conditions, and limitations of the Self Certification are not followed; or
4. the governing statutes or rules are amended before construction of the project.

Completion of the Self Certification constitutes your authorization for Department or Corps personnel to enter the property for purposes of inspecting for compliance.

Receipt of this Self-Certification constitutes authorization to use sovereignty/state-owned submerged lands, as required by rule 18-21.005, F.A.C.

The authorization must be visibly posted during all construction activities.

In waters that are accessible to manatees, obtain information on your mandatory Manatee Protection sign by [clicking here](#).

## FEDERAL STATE PROGRAMMATIC GENERAL PERMIT (SPGP)

You have certified that the project you propose to construct at the above location meets all the conditions of the SPGP Self-Certification Process and will be built in conformance to those conditions (attached for reference). Your proposed activity as certified is in compliance with the SPGP program. U.S. Army Corps of Engineers (Corps) Specific conditions apply to your project, attached. **No further permitting for this activity is required by the Corps. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.**

**Notifications to the Corps.** For all authorizations under this SPGP VI-R1, including Self-Certifications, the Permittee shall provide the following notifications to the Corps:

- a. **Commencement Notification.** Within 10 days before the date of initiating the work authorized by this permit or for each phase of the authorized project, the Permittee shall provide a written notification of the date of commencement of authorized work to the Corps
- b. **Corps Self-Certification Statement of Compliance form.** Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the "Self-Certification Statement of Compliance" form (attached) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.
- c. **Permit Transfer.** When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form.
- d. **Reporting Address.** The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to the following address.
  1. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL, 32232-0019.
  2. For electronic mail: [SAJ-RD-Enforcement@usace.army.mil](mailto:SAJ-RD-Enforcement@usace.army.mil) (not to exceed 10 MB).  
The Permittee shall reference this permit number, SAJ-2015-2575 on all submittals.

This SPGP Self-Certification is based solely on the information you provided under this process and applies only to the statutes and rules in effect when your certification was completed. You have recognized that your certification is effective only for the specific project proposed, and provided the project is constructed, operated, and maintained in conformance with all the terms, conditions, and limitations stated in the SPGP Self-Certification Process. This Self-Certification will not apply if any substantial modifications are made to the project. You agree to contact the Department for review of any plans to construct additional structures or to modify the project, as changes may result in a permit being required.

You have acknowledged that this Self-Certification will automatically expire if:

1. construction of the project is not completed by midnight, July 27, 2026, unless construction commenced or a contract to construct was executed before July 27, 2026, in which case the time limit for completing the work authorized by the SPGP ends at midnight, July 27, 2027. However, in no case can construction continue for more than one year beyond the Self-Certification date;
2. site conditions materially change;
3. the terms, conditions, and limitations of the Self-Certification are not followed; or
4. the governing statutes or rules are amended before construction of the project.

Completion of the Self-Certification constitutes your authorization for Department or Corps personnel to enter the property for purposes of inspecting for compliance.

If you have any questions, please contact your local Department District Office. Contact information can be found at:

[https://floridadep.gov/sites/default/files/SLERC\\_contacts\\_web\\_map\\_Q1\\_2017\\_Q.pdf](https://floridadep.gov/sites/default/files/SLERC_contacts_web_map_Q1_2017_Q.pdf).

For further information, contact the Corps directly at: <https://www.saj.usace.army.mil/Missions/Regulatory.aspx>. When referring to your project, please use the SPGP Self-Certification file number listed above.

Authority for review - an agreement with the U.S. Army Corps of Engineers entitled Coordination Agreement between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection State Programmatic General Permit, Section 10 of the Rivers and Harbor Act of 1899 and Section 404 of the Clean Water Act.

#### ADDITIONAL INFORMATION

This Self-Certification Process does not relieve you from the responsibility of obtaining other permits or authorizations from other agencies (federal, state, Water Management District, or local) that may be required for the project. Failure to obtain all applicable authorizations prior to construction of the project may result in enforcement.

If you have any questions or issues with the attached documents, please contact your local Department District Office:

Northwest District

[NWD\\_ERP\\_Applications@FloridaDEP.gov](mailto:NWD_ERP_Applications@FloridaDEP.gov)

Sincerely,

Florida Department of Environmental Protection.

#### Attachments:

FDEP Terms and Conditions

SPGP Terms and Conditions

Project Design Criteria



pdf

**648b6c4708b925ca6d74db**

**791955f99.pdf**

51 KB

pdf

**21fbcd6d2a45f07f23539e9**

**d5d6d518f.pdf**

51 KB

pdf

Tap to Download

**ProjectDesignCriteria\_1\_01.pdf**

3.5 MB

DC HHudgens  
JD Peacock II Clerk of Circuit Court Okaloosa County, FL

PREPARED BY:

MEAD LAW & TITLE  
24 Walter Martin Road NE  
Fort Walton Beach, Florida 32548  
File No: 44667TC

Property Appraiser's Parcel I.D. # 00-2S-22-1280-000E-0020

This **WARRANTY DEED** made the 25th day of June, A.D. 2024, by

**Anthony G. Clark and wife, Gina T. Clark**

whose post office address is: 90 Shirah Street, Destin, Florida 32541  
hereinafter called the grantor to

**Mid Bay Homes, LLC, a Florida limited liability company**

whose post office address is: 219 Scenic Gulf Drive, #1520, Miramar Beach, Florida 32550  
hereinafter called the grantee

(wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**Witnesseth:** That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okaloosa County, Florida, viz:

**LOT 2, BLOCK E, INDIAN BAYOU UNIT ONE, ACCORDING TO THE  
MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGES 114  
THROUGH 117, INCLUSIVE, PUBLIC RECORDS OF OKALOOSA  
COUNTY, FLORIDA.**

**This conveyance is made subject to covenants, conditions, reservations, restrictions and easements of record, if any, which may now affect the above described property, but this provision shall not operate to reimpose the same. Also subject to applicable zoning regulations and ordinances, governmental authorities' restrictions, and to real estate taxes.**

**Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.**

**To Have and to Hold, the same in fee simple forever.**

**And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2023.**

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

[Signature]  
Anthony G. Clark

[Signature]  
Gina T. Clark

Signed, sealed and delivered in the presence of:

[Signature]  
Witness Print Name: Tim Shepard

72 Indian Bay Dr  
Destin, FL 32541  
Address of Witness

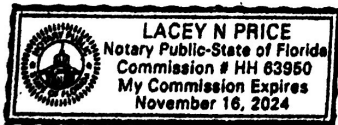
[Signature]  
Witness Print Name: Lacey N Price

4231 Canby Breeze Ln  
Crestview FL 32539  
Address of Witness

STATE OF FLORIDA

COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 25th day of June, 2024, by Anthony G. Clark and wife, Gina T. Clark



(affix notary seal)

[Signature]  
Notary Public  
Print Notary Name: Lacey N Price  
My Commission Expires: Nov 16, 24

Personally known to me \_\_\_\_\_

Produced DL as identification

**AGENT AFFIDAVIT  
SPECIAL POWER OF ATTORNEY**

KNOWN ALL MEN BY THESE PRESENTS, THAT I, Craig Blase am  
presently the owner and/or leaseholder at 82 Indian Bayou Dr, and desiring  
to execute a Special Power of Attorney, have made, constituted and appointed, and by these presents do  
make, constitute and appoint Josh Reiker  
whose address is 4137 Belcourt Dr <sup>Destin</sup>, County of Okaloosa, State of FL,  
my Attorney-in-Fact to act as follows, GIVING AND GRANTING unto said attorney full power to act as  
my agent in any and all matters pertaining to: 82 Indian Bayou Dr Dock permit.

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

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

OWNER

Craig Blase  
Signature

Craig Blase  
Printed Name

STATE OF Florida

COUNTY OF Okaloosa

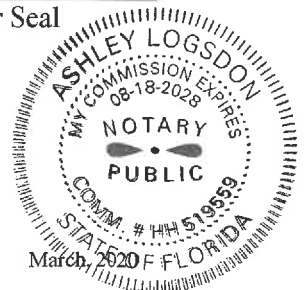
The foregoing instrument was acknowledged before me by means of physical presence  or online  
notarization, this 9 day of February, 2026, by  
Craig Blase  
(name of person acknowledging)

Ashley Logsdon  
Signature of Notary

Ashley Logsdon  
Printed Name of Notary or Seal

Personally known \_\_\_\_\_ OR Produced Identification

Type of Identification Produced Drivers License







# Community Development Planning Division

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

-+February 19, 2026

**SUBJECT: Notification of Harbor & Waterways Board Application (PZ-2026-15) – Residential Marine Construction – 82 Indian Bayou Dr.**

Dear Property Owner:

This letter is to notify you of a proposed marine construction project at **82 Indian Bayou Dr.** The Marine Construction application requires Harbor & Waterways Board review and recommendation. **The application will be heard by the Harbor & Waterways Board at 5:30 p.m. at the Destin City Hall Annex, 4100 Indian Bayou Trail on February 26, 2026.**

As an owner of property located near this project, *Destin Land Development Code (LDC) Sections 2.17.00 & 11.05.01.S* require a written notice providing you with the following information. This project proposes the construction of a new residential dock, totaling approximately 490 square feet. If you would like to provide any comments, you may respond by sending an email to the email address listed below, or by appearing before the Harbor & Waterways Board at the meeting.

*This notice is for informational purposes only and no action is required of you. However, citizens are encouraged to provide a response to the email address provided below.*

1. Name of Owner: Josh Reiker
2. Name of Agent: Josh Reiker, Reiker Homes, LLC
3. Address of Project: 82 Indian Bayou Dr.
4. Parcel ID Number: 00-2S-22-1280-000E-0020
5. Project Description: the construction of a new residential dock, totaling approximately 490 square feet.
6. Location of Application Package: To request that a digital copy of the application package be sent to you, please call the City Clerk at (850) 837-4242 or fill out a Public Records Request (PRR) online: <http://www.cityofdestin.com/forms.aspx?fid=121>

If you have any questions or concerns regarding this letter, please do not hesitate to contact me at (850) 842-4647 or via email at [Planning@cityofdestin.com](mailto:Planning@cityofdestin.com).

Sincerely,

Sherry Burney  
Planner

CC: David Prichard, Community Development Director  
Planning Project File





## COMMUNITY DEVELOPMENT DEPARTMENT

# AGENDA ITEM

**CITY COUNCIL MEETING DATE:** March 16, 2026

**TYPE OF AGENDA ITEM:** Consent Agenda

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**TO:** City Council

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

**FROM:** Sherry Burney, Planner  
Noell Bell, Interim Community Development Director  
Daniel Butler, Principal Planner

**SUBJECT:** 823 Cross St, Residential Marine Construction, PZ-2026-24

---

### **BACKGROUND:**

Benjamin Causton has applied for Harbor and Waterways Board review. The proposed project includes the addition of approximately 404 square feet of new residential marine construction to the existing dock.

The applicant seeks a recommendation for approval from the Harbor and Waterways Board for a residential marine construction project proposing a 404 square foot addition to the existing residential dock with:

Total Square Feet:	404 SF
Total Number of Piers or Docks:	1
Total Length:	79 LF
Total Slip Density:	2
Located in:	Marler Bayou

### **DISCUSSION:**

The applicant requests Harbor and Waterways Board review for residential marine construction located at 823 Cross St, within Marler Bayou.

The Harbor and Waterways Board is being asked to review the proposed Marine project per Land Development Code ***Section 11.05.01 - General regulations; prohibitions*** and ***Section 11.05.02 – Permitting procedures***. Below are Staff’s findings with respect to ***Section 11.05.01*** and ***Section 11.05.02***; items not applicable to this project are marked “Not Applicable.”

***11.05.01. General regulations; prohibitions.*** *This article establishes and regulates procedures and standards by which the City controls and regulates development, construction and activities*

*within and contiguous to the Harbor and waterways of Destin. The following regulations and prohibitions shall apply to the Harbor and waterways of Destin:*

- A. No person shall construct or add to an existing dock, seawall, bulkhead, mooring or piling, modify an existing submerged land lease, or conditions thereto, or conduct dredge or fill operations in, or contiguous to, the Harbor or waterways of Destin without first obtaining the proper authorization from the appropriate federal, state and City agencies.

***Staff response:*** *The applicant has submitted for authorization from all appropriate agencies.*

- B. The addition or modification of a boat lift or pilings within an existing legal and conforming boat slip shall not require the review of the Harbor and Waterways Board or the City Council. Rather, a copy of the U.S. Army Corps of Engineers permit, DEP permit, and a homeowner's association approval (if applicable) shall accompany a completed application for a building permit, provided no additional slips are created.

***Staff response:*** *Not applicable.*

- C. No fish carcasses and debris shall be discharged into the Harbor or waterways of Destin.

***Staff response:*** *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

- D. No person who maintains or operates a dock shall allow or permit the disposal of fish carcasses, litter, waste petroleum products or other pollutants into the Harbor or waterways of Destin. Trash disposal receptacles shall be anchored to each dock to ensure compliance with the provisions of this article.

***Staff response:*** *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

- E. No fuel or oil shall be willfully or knowingly discharged in the Harbor or waterways of Destin. No dock which sells fuel or oil shall be constructed, operated or maintained in the Harbor or waterways of Destin unless an oil abatement plan, in accordance with Coast Guard guidelines, is available at each dock. The Destin Harbor and Waterways Board shall review and recommend approval or disapproval of each oil abatement plan to the City Council, which shall have approval authority. Each existing dock which sells fuel or oil shall develop and have approved an oil abatement plan acceptable to the City. All new docks which sell fuel or oil shall develop and have an approved oil abatement plan, which is acceptable to the City, prior to receiving a building permit from the City.

***Staff response:*** *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to. Additionally, this is a proposed residential dock; therefore, no fuel/oil shall be sold here.*

- F. No new or existing dock shall be constructed or modified such that the length of any pier as completed is greater than 20 percent of the width of the Harbor or waterway at

the place where the pier is located, or out 200 feet, whichever is less, except in Choctawhatchee Bay.

**Staff response:** *The proposed dock addition will extend 79 feet (79') waterward from the mean-high water line (MHWL). The dock, as proposed, complies with all applicable dimensional standards and will not exceed the maximum permitted length, as defined by the LDC.*

- G. No piling(s) shall be added to the waterward end of any pier which piling(s) would make the total length of the dock more than 200 feet, or 20 percent of the waterway, whichever is less, except in Choctawhatchee Bay.

**Staff response:** *The proposed dock addition will extend 79 feet (79') waterward from the MHWL. The dock, as proposed, complies with all applicable dimensional standards and will not exceed the maximum permitted length, as defined by the LDC.*

- H. No vessel shall be moored or docked on the waterward end of any pier of the maximum legal length, as determined pursuant to subsection F above, for more than 72 hours.

**Staff response:** *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

- I. No dock shall be constructed which permits the commercial docking of boats with on-board toilets unless the dock is equipped with a sewage pump-out.

**Staff response:** *Not applicable.*

- J. No dock shall be constructed which permits the docking of a live-aboard unless such vessel has an operable holding tank.

**Staff response:** *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

- K. No boat shall be moored in the Harbor or waterways of Destin such that it constitutes a hazard to navigation.

**Staff response:** *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

- L. No dock shall be constructed such that it constitutes a hazard to navigation.

**Staff response:** *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

- M. Excepting docks connected to uplands zoned SHMU, or those located on Choctawhatchee Bay, no dock shall be longer than the width, at the mean high-water line, of the lot to which the dock is attached.

**Staff response:** Total waterfront footage is approximately 108 LF. Therefore, the proposed dock length of 79 feet (79') is less than the width of the lot at the MHWL.

- i. For those docks connected to uplands zoned SHMU, or those located on Choctawhatchee Bay, a dock may be constructed to a length of 1.5 times the width of the property at the mean high-water line, provided the length of the dock does not exceed the maximum length established by paragraphs F and G above.

**Staff response:** Not applicable.

- ii. For the purpose of this subsection, lots may be combined with neighboring lots. However, no dock may exceed the limitations specified in subsection F above.

**Staff response:** Not applicable.

- N. No dock shall be constructed or modified such that slip density exceeds one slip per eight linear feet of waterfront footage except that, on canals, no lot may have more than one slip per 45 linear feet of waterfront. However, all lots riparian to a canal shall be entitled to at least two slips on the canal.

**Staff response:** The proposed addition would bring the total slip count up to two (2) slips. This project is compliant with this requirement.

- O. No boat or vessel, entering into, exiting or operating within Destin Harbor shall operate at such speed that would create a wake that endangers other boats or vessels, swimmers or other people within Destin Harbor, or would contribute to any adjacent land erosion.

**Staff response:** This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.

- P. No heated or cooled water may be emitted into the Harbor, waterways, or the Harbor canals other than from a boat.

**Staff response:** This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.

- Q. No pier shall extend more than six feet into a canal right-of-way.

**Staff response:** Not applicable

- R. No discharge of water shall contain phosphorous or any other substance likely to cause a violation of the water quality standards specified in Chapter 17-302, Florida Administrative Code.

**Staff response:** This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.

- S. No dock or vessel shall be placed within the 25-foot setback of a property line without providing prior written notification to the adjoining landowners and requesting their

response. Any objections received from the adjoining property owners will be considered by the Harbor and Waterways Board in their recommendations to the City Council.

**Staff response:** *Staff sent the Adjacent Property Notification to the neighboring properties on February 19, 2026. As proposed, the riparian rights of others are not interfered with.*

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

**Staff response:** *Staff sent the Adjacent Property Notification to the neighboring properties on February 19, 2026. As proposed, the riparian rights of others are not interfered with.*

- U. No dock of 100 feet or longer shall be constructed unless a white navigation/security night-light is installed at the furthest point seaward on said dock and such light is to be illuminated continuously from dusk to dawn every night of the year. All existing docks 100 feet or longer shall install and operate a navigation/security light pursuant to this subsection. Each light shall be installed within 90 days after adoption of this Code.

**Staff response:** *Not applicable.*

- V. No commercially operated boat docking facilities shall be permitted or operated unless equipped with firefighting facilities as specified by the City.

**Staff response:** *Not applicable.*

- W. No construction shall be allowed, which violates any provision of the Standard Building Code, as adopted by the City.

**Staff response:** *Applicant must obtain an approved Marine Construction Permit prior to any construction.*

- X. No electrical or water service upon any dock shall be installed unless a permit is obtained from the Planning Department and Building Department for that service.

**Staff response:** *Applicant must obtain an approved Marine Construction Permit prior to any construction.*

- Y. No person, while operating a boat within the or waterways of Destin shall allow or permit the disposal of fish carcasses, litter, waste, petroleum products or other pollutants into the Harbor or waterways of Destin from such boats.

**Staff response:** *This regulation applies to all users of the harbor and waterways of Destin and shall be adhered to.*

- Z. No lot, or multi-contiguous lots, with less than 50 feet of waterfront footage shall be allowed individual docks, unless they are parallel to the shoreline. However, docks may be allowed under the provisions of subsection **11.05.01.M.2**.

*Staff response: Not applicable.*

Pursuant to **Section 11.05.03, Land Development Code (LDC)**, all construction shall be inspected by the City Building Inspector for compliance with applicable building codes. The applicant shall be responsible for the condition and repair of permitted docks and failure to maintain said docks in a safe condition shall constitute grounds for revocation of the permit.

**PUBLIC COMMENT:**

Staff have received no comments from the public to date.

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

IV. Enhanced quality of life and safety for families.

**B. Effect on Budget (EOB):**

N/A

**C. Level of Service (LOS):**

N/A

**CONCLUSION:**

The applicant requests the Harbor and Waterways Board recommendation for approval for a residential marine construction project located at 823 Cross St. Additionally, the applicant provided approval from the Florida Department of Environmental Protection (FDEP), File No.: 0386382-003-EG/46, along with United States Army Corps of Engineers (USACE) approval (SAJ-2020-02018).

City Staff reviewed the application and determined that the plans comply with **LDC Section 11.05.00, Marina Siting**, and the Coastal Management Element of the City's Comprehensive Plan (**Coastal Management Element Policy 6-1.1.6**).

At the regularly scheduled Harbor and Waterways Board (HWB) meeting on Thursday, February 26, 2026, the HWB unanimously recommended City Council approval of the residential marine construction at 823 Cross St.

**RECOMMENDED MOTION:**

I move to approve the proposed residential marine construction project at 823 Cross St, for the addition of approximately 404 square feet to the existing residential dock, with the following conditions:

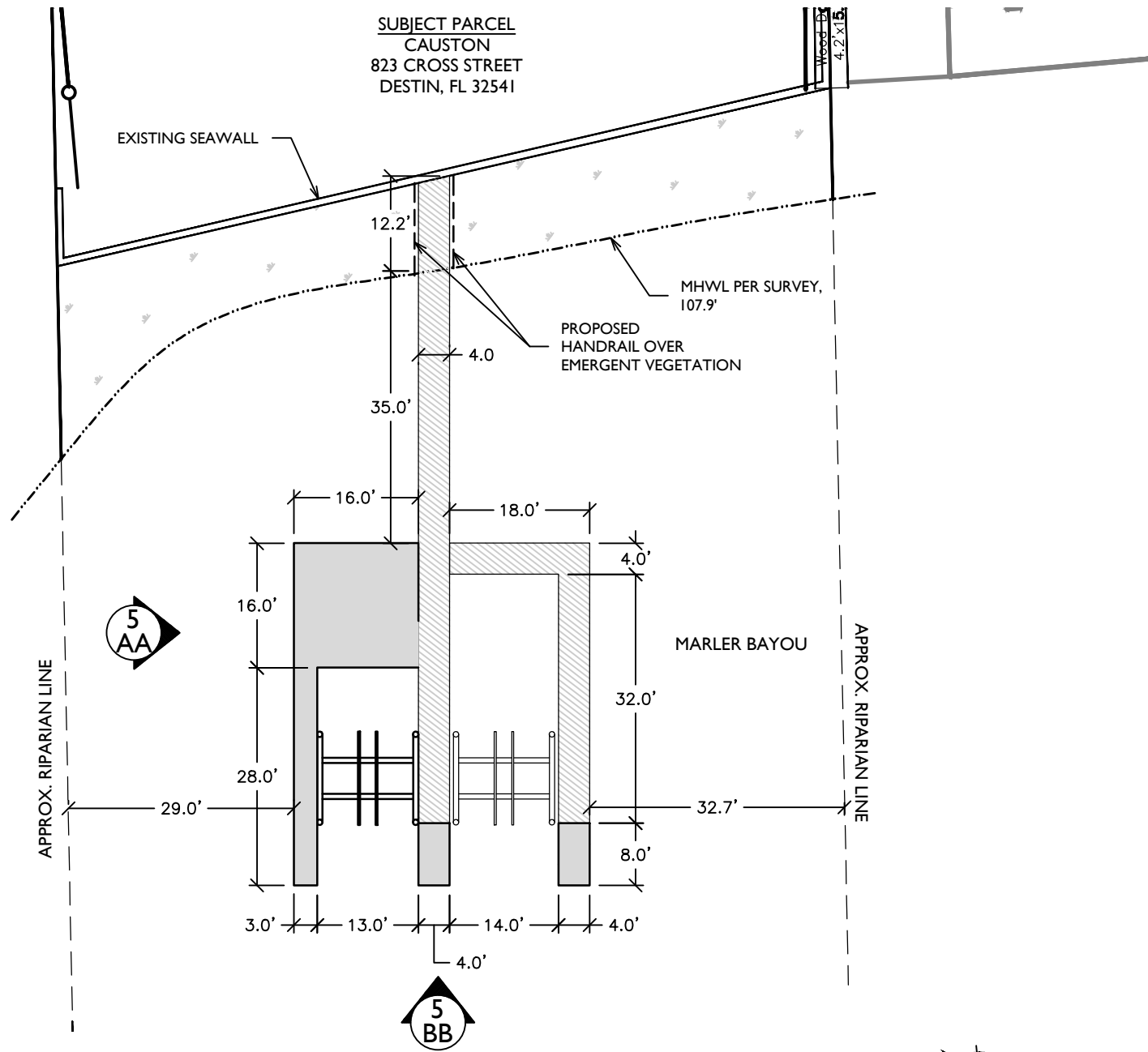
1. All applicable Federal or State approvals shall be submitted with the Marine Construction Permit application; and
2. All regulations of the City's Marina Siting **LDC Section 11.05.00** shall be followed at all times.

**ALTERNATIVE MOTION:**

I move to deny the proposed residential marine construction project at 823 Cross St.

**Attachments:**

1. Scaled & Dimensioned Plans
2. FDEP Authorization
3. Proof of Ownership
4. Existing Conditions Image
5. Existing Conditions Plans
6. USACE Approval
7. Adjacent Property Notification



**PREEMPTED AREA CALCS:**

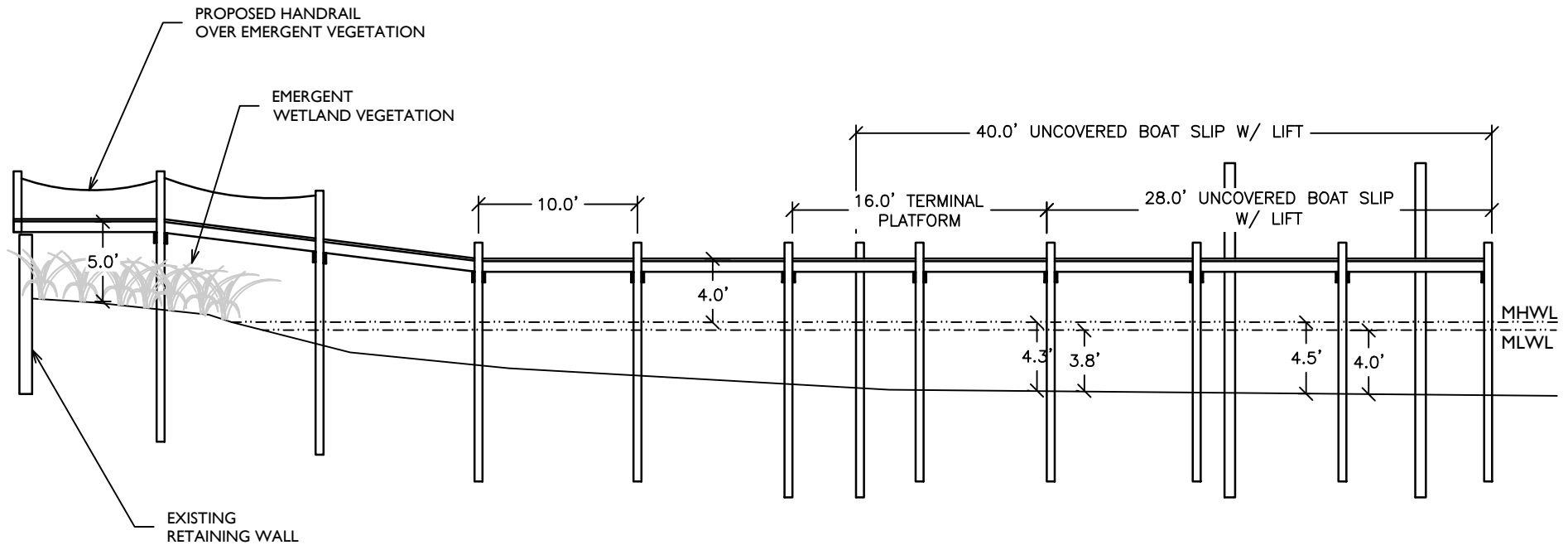
71'x4' EXISTING ACCESS PIER	= 284 S.F.
8'x4' ACCESS PIER EXTENSION	= 32 S.F.
16'x16' PLATFORM	= 256 S.F.
28'x3' CATWALK	= 84 S.F.
50'x4' EXISTING CATWALK	= 200 S.F.
8'x4' CATWALK EXTENSION	= 32 S.F.
<b>TOTAL</b>	<b>= 888 S.F.</b>

823 CROSS ST, CAUSTON DOCK ADDITION  
 PLAN VIEW  
 JOB NO.: 2025.049  
 DRAWN BY: JAT  
 SHEET: 4 OF 6

**OAKHURST**  
**CONSULTING**

JASON@OAKHURSTCONSULT.COM





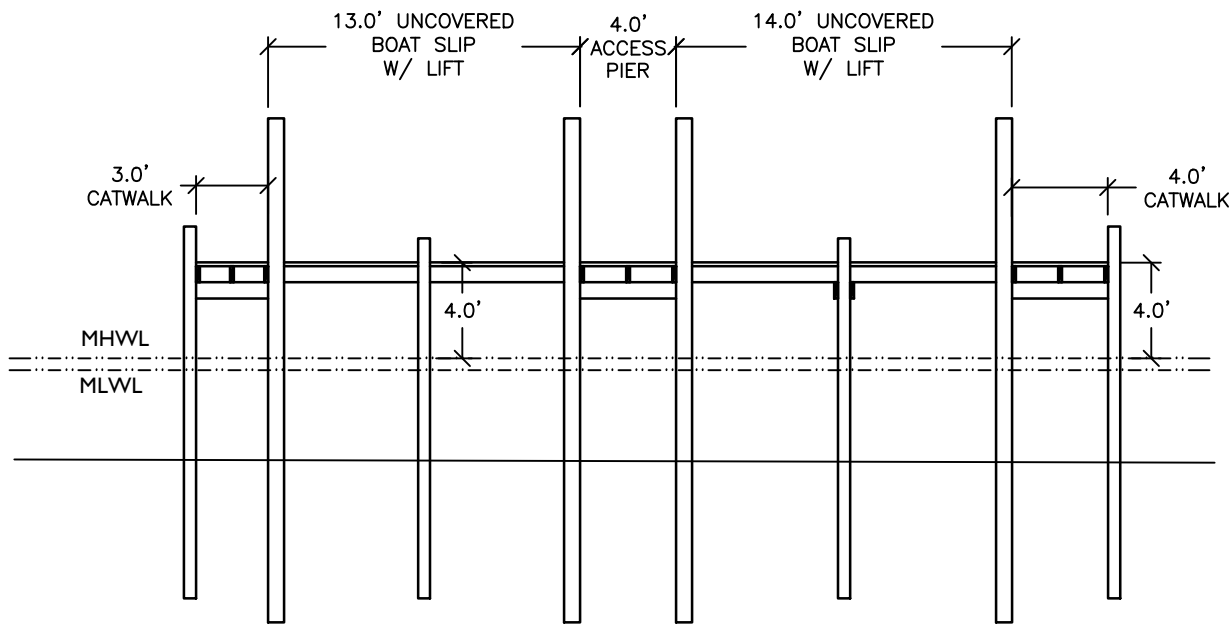
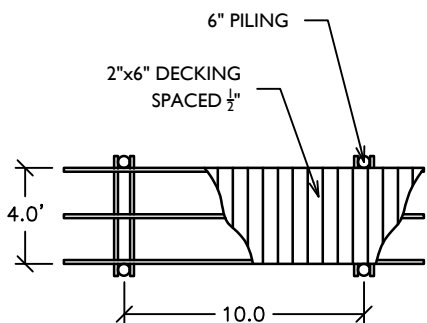
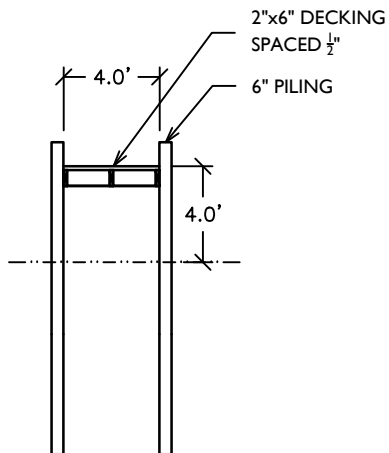
5  
AA SECTION AA TYP.

823 CROSS ST, CAUSTON DOCK ADDITION  
DOCK PROFILE TYP.  
JOB NO.: 2025.049  
DRAWN BY: JAT DRAWING DATE: 01.16.2026  
SHEET: 5 OF 6

OAKHURST  
CONSULTING

JASON@OAKHURSTCONSULT.COM





**5**  
**BB** SECTION BB TYP.

823 CROSS ST, CAUSTON DOCK ADDITION

SECTION TYP.

JOB NO.: 2025.049

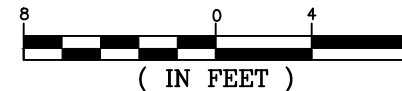
DRAWN BY: JAT

DRAWING DATE: 01.16.2026

SHEET: 6 OF 6

**OAKHURST  
CONSULTING**

JASON@OAKHURSTCONSULT.COM





# FLORIDA DEPARTMENT OF Environmental Protection

**Ron DeSantis**  
Governor

**Jay Collins**  
Lt. Governor

**Alexis A. Lambert**  
Secretary

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

January 28, 2026

Benjamin Causton  
823 Cross St  
Destin, FL 32541  
[LBCAUSTON@gmail.com](mailto:LBCAUSTON@gmail.com)

File No. 0386382-003-EG/46, Okaloosa County

Dear Mr. Causton:

On December 22, 2025, we received your notice of intent to use a General Permit (GP), pursuant to Rule 62-330.427, Florida Administrative Code (F.A.C.) to perform the construction of a dock totaling 888 square-feet with two boat lifts, within Choctawhatchee Bay, Water Class II, 823 Cross St, Destin, Section 00, Township 2S South, Range 22 East, Okaloosa County.

Your intent to use a general permit has been reviewed by Department staff for three types of authorizations: (1) regulatory authorization, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal authorization. The authority for review and the outcomes of the reviews are listed below. Please read each section carefully.

**Your project did not qualify for the federal authorization; therefore, additional authorization may be required prior to commencement of the proposed activity. This letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity. Please refer to the specific section(s) dealing with that portion of the review below for advice on how to proceed.**

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

## **1. Regulatory Review – Approved**

Based on the forms, drawings, and documents revised with your notice, it appears that the project meets the requirements for the General Permit under Rule 62-330.427, F.A.C. Any activities performed under a general permit are subject to general conditions required in Rule 62-330.405, F.A.C. (attached), and the specific conditions of Rule 62-330.427, F.A.C. (attached). Any deviations from these conditions may subject the permittee to enforcement action and possible penalties.

Please be advised that the construction phase of the GP must be completed within five years from the date the notice to use the GP was received by the Department. If you wish to continue this GP beyond the expiration date, you must notify the Department at least 30 days before its expiration.

Authority for review- Part IV of Chapter 373, F.S., Title 62, F.A.C. and in accordance with the operating agreements executed between the Department and the water management districts, as referenced in Chapter 62-113, F.A.C.

## **2. Proprietary Review – Granted**

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under Chapter 253 of the Florida Statutes (F.S.) and 258, F.S. if located within an aquatic preserve, and Chapters 18-20 and 18-21 of the Florida Administrative Code.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for a letter of consent under Section 253.77, Florida Statutes, to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein.

During the term of this Letter of Consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

Please be advised that any use of sovereign submerged lands without specific prior authorization from the Board of Trustees will be considered a violation of Chapter 253, Florida Statutes and may subject the affected upland riparian property owners to legal action as well as potential fines for the prior unauthorized use of sovereign land.

Authority for review - Chapter 253 F.S., and Chapter 18-21, F.A.C., and Section 62-330.075, F.A.C. as required.

## **3. Federal Review- Not Included**

Your proposed activity as outlined in your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit VI-R1. **SEPARATE permit(s)** or authorization **may be required** from the U.S. Army Corps of Engineers.

Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

### **3.2 Coastal Zone Management Consistent**

Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

### **3.3 Water Quality Certification Granted With Conditions**

This permit also constitutes a granted with conditions water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. Section 1341. Pursuant to Rule 62-330.062, F.A.C. State Water Quality Certification is granted when an activity meets all the terms and conditions of a general permit under Rule 62-330.052, F.A.C., and the applicable Rules 62-330.401 through 62-330.635, F.A.C.

### **Additional Information**

Please retain this general permit. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S., and Chapter 18-14, F.A.C.

### **NOTICE OF RIGHTS**

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

### **Petition for Administrative Hearing**

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;

- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at [Agency\\_Clerk@dep.state.fl.us](mailto:Agency_Clerk@dep.state.fl.us). Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

#### Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

#### Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at [Agency\\_Clerk@dep.state.fl.us](mailto:Agency_Clerk@dep.state.fl.us), before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

## EXECUTION AND CLERKING

Executed in Pensacola, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



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Una Cole  
Environmental Manager

Enclosures:

62-330.427, FAC

General Conditions for All General Permits, Ch. 62-330.405, F.A.C.

Special Consent Conditions

Project drawings, 6 pages

## CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Una Cole, FDEP, [Una.Cole@FloridaDEP.gov](mailto:Una.Cole@FloridaDEP.gov)

Chris Bickham, FDEP, [Chris.Bickham@FloridaDEP.gov](mailto:Chris.Bickham@FloridaDEP.gov)

Russell Sullivan, FDEP, [Russell.Sullivan@FloridaDEP.gov](mailto:Russell.Sullivan@FloridaDEP.gov)

Benjamin Causton, Applicant, [LBCAUSTON@GMAIL.COM](mailto:LBCAUSTON@GMAIL.COM)

Jason Taylor, Agent, [jason@oakhurstconsult.com](mailto:jason@oakhurstconsult.com)

Okaloosa County, [mmartinez@myokaloosa.com](mailto:mmartinez@myokaloosa.com), [jautrey@myokaloosa.com](mailto:jautrey@myokaloosa.com),

[sbitterman@myokaloosa.com](mailto:sbitterman@myokaloosa.com), [propertyappraiser@okaloosapa.com](mailto:propertyappraiser@okaloosapa.com), [planning@cityofdestin.com](mailto:planning@cityofdestin.com)

## FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Michelle Goldsmith  
Clerk

January 28, 2026  
Date

### **62-330.427 General Permit for Docks, Piers and Associated Structures.**

(1) A general permit is granted to any person to construct, extend, or remove a dock or pier and associated structures as described below:

(a) A private, single-family pier or dock with up to two boat lifts that, together with all existing structures on the shoreline of the property, does not exceed a total area of 2,000 square feet over surface waters. Such a structure:

1. Shall not accommodate the mooring of more than two vessels, either in the water or on a boat lift. Solely for purposes of this general permit, up to two personal watercraft as defined in section 327.02(33), F.S., may be moored in lieu of either or both allowable vessels of another type.

These limits shall not apply to the mooring, storage or other use of the dock or pier by:

a. Non-motor-powered vessels less than 16 feet in length that are stored on or under the dock or pier, or within an authorized mooring area; or

b. Personal watercraft, dinghies or similar small vessels that are stowed out of the water, upon a larger parent vessel that is moored at the dock in compliance with this general permit.

2. Shall be located such that all areas used for vessel mooring and navigational access already provide a minimum depth of two feet below the mean low water level for tidal waters, or two feet below the expected average low water depth for non-tidal waters as determined based on best available information for the water body at the project location; and

3. May include a roof over the vessel mooring areas, boat lifts, and terminal platform, or any portions thereof, subject to the applicable provisions of chapters 253 and 258, F.S., and the rules adopted thereunder. Portions of such roofs that overhang beyond the edge of decked portions of the pier or dock shall be included in the calculation of the total square footage of over-water structure allowed under paragraph (1)(a), above.

(b) A public fishing pier that does not exceed a total area of 2,000 square feet provided the structure is designed and built to discourage boat mooring by elevating the fishing pier to a minimum height of five feet above mean high water or ordinary high water, surrounding the pier with handrails, and installing and maintaining signs that state "No Boat Mooring Allowed."

(2) This general permit shall be subject to the following specific conditions:

(a) Construction or extension of the boat lift, boat mooring locations, or terminal platform, shall not occur over submerged grassbeds, coral communities or wetlands. However, the access walkway portion of the pier may traverse these resources provided it is elevated a minimum of five feet above mean high water or ordinary high water, contains handrails that are maintained in such a manner as to prevent use of the access walkways for boat mooring or access, and does not exceed a width of six feet, or a width of four feet in Aquatic Preserves;

(b) There shall be no structures enclosed by walls, screens, or doors on any side;

(c) The dock or pier will not facilitate vessel rentals, charters, or serve any other commercial purpose;

(d) There shall be no fish cleaning facilities, boat repair facilities or equipment, or fueling facilities on the structures authorized by this general permit. In addition, no overboard discharges of trash, human or animal waste, or fuel shall occur from any structures authorized by this general permit;

(e) This general permit shall not authorize the construction or extension of more than one dock or pier per parcel of land or individual lot. For the purposes of this general permit, multi-family

living complexes shall be treated as one parcel of property regardless of the legal division of ownership or control of the associated property; and

(f) Notwithstanding any other provisions of this general permit, the design, construction and operation of the dock or pier and associated vessels shall not conflict with any manatee protection plan approved and adopted under section 379.2431(2)(t), F.S.

*Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.418, 403.805(1) FS. Law Implemented 373.118(1), 373.406(5), 373.413, 373.4131, 373.414(9), 373.416, 373.418, 373.426, 403.814(1) FS. History—New 10-3-95, Formerly 62-341.427, Amended 10-1-13, 6-1-18.*

### **62-330.405 General Conditions for All General Permits**

The following general permit conditions are binding upon the permittee and are enforceable under chapter 373, F.S. These conditions do not apply to the general permit for stormwater management systems under section 403.814(12), F.S.

(1) The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and may subject the permittee to enforcement action and revocation of the permit under chapter 373, F.S.

(2) The general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit; and it does not authorize any violation of any other applicable federal, state, local, or special district laws (including, but not limited to, those governing the “take” of listed species).

(3) The general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.

(4) The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.

(5) Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.

(6) The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with chapter 120, F.S., and section 373.429, F.S.

(7) The general permit is not transferable to a new third party. To be used by a different permittee, a new notice to use a general permit must be submitted in accordance with rule 62-330.402, F.A.C. Activities constructed in accordance with the terms and conditions of a general permit are automatically authorized to be operated and maintained by the permittee and subsequent owners in accordance with subsection 62-330.340(1), F.A.C. Any person holding the general

permit, persons working under the general permit, and owners of land while work is conducted under the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.

(8) Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the general permit.

(9) The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in the general permit.

(10) A permittee's right to conduct a specific activity under the general permit is authorized for a duration of five years.

(11) Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007)*, available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-04227>, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, available at [http://publicfiles.dep.state.fl.us/DEAR/Stormwater\\_Training\\_Docs/erosion-inspectors-manual.pdf](http://publicfiles.dep.state.fl.us/DEAR/Stormwater_Training_Docs/erosion-inspectors-manual.pdf).

(12) Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:

(a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter four inches or greater at breast height;

(b) The maximum width of the construction access area shall be limited to 15 feet;

(c) All mats shall be removed as soon as practicable after equipment has completed passage through, or work has been completed, at any location along the alignment of the project, but in no case longer than seven days after equipment has completed work or passage through that location; and

(d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.

(13) Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.

(14) The construction, alteration, or use of the authorized project shall not adversely impede

navigation or create a navigational hazard in the water body.

(15) Except where specifically authorized in the general permit, activities must not:

(a) Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands; or

(b) Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to section 373.042, F.S., or a Works of the District established pursuant to section 373.086, F.S.

(16) If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S.

(17) The activity must be capable, based on generally accepted engineering and scientific principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.

(18) The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:

(a) All vessels associated with the project shall operate at "Idle Speed/No Wake" at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

(b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.

(c) All in-water activities, including vessel operation, must be shut down if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All onsite project personnel are responsible for observing water-related activities for the presence of listed species.

(d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and [ImperiledSpecies@myFWC.com](mailto:ImperiledSpecies@myFWC.com).

(e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at [ImperiledSpecies@myfwc.com](mailto:ImperiledSpecies@myfwc.com) with details of the event within 24 hours following detection of the spill or frac-out.

(19) The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.

(20) The permittee shall immediately notify the Agency in writing of any submitted

information that is discovered to be inaccurate.

*Rulemaking Authority 373.026(7), 373.043, 373.118(1), 373.406(5), 373.4131, 373.414(9), 373.4145, 373.418, 403.805(1) FS. Law Implemented 373.044, 373.118(1), 373.129, 373.136, 373.406(5), 373.413, 373.4131, 373.414(9), 373.4145, 373.416, 373.422, 373.423, 373.429, 403.814(1) FS. History—New 10-3-95, Amended 10-1-07, Formerly 62-341.215, Amended 10-1-13, 6-1-18.*

### **Special Consent Conditions**

1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.
2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.
3. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.
4. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.
5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

### **General Conditions for Authorizations for Activities on State-Owned Submerged Lands:**

All authorizations granted by rule or in writing under rule 18-21.005, F.A.C., except those for geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (j) below. The general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under chapter 253 or 258, part II, F.S.

(a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.

(b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.

(c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in sections 253.04 and 258.46, F.S., or chapter 18-14, F.A.C.

(d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.

(e) Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in rules 68A-27.003, 68A-27.004 and 68A-27.005, F.A.C.

(f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.

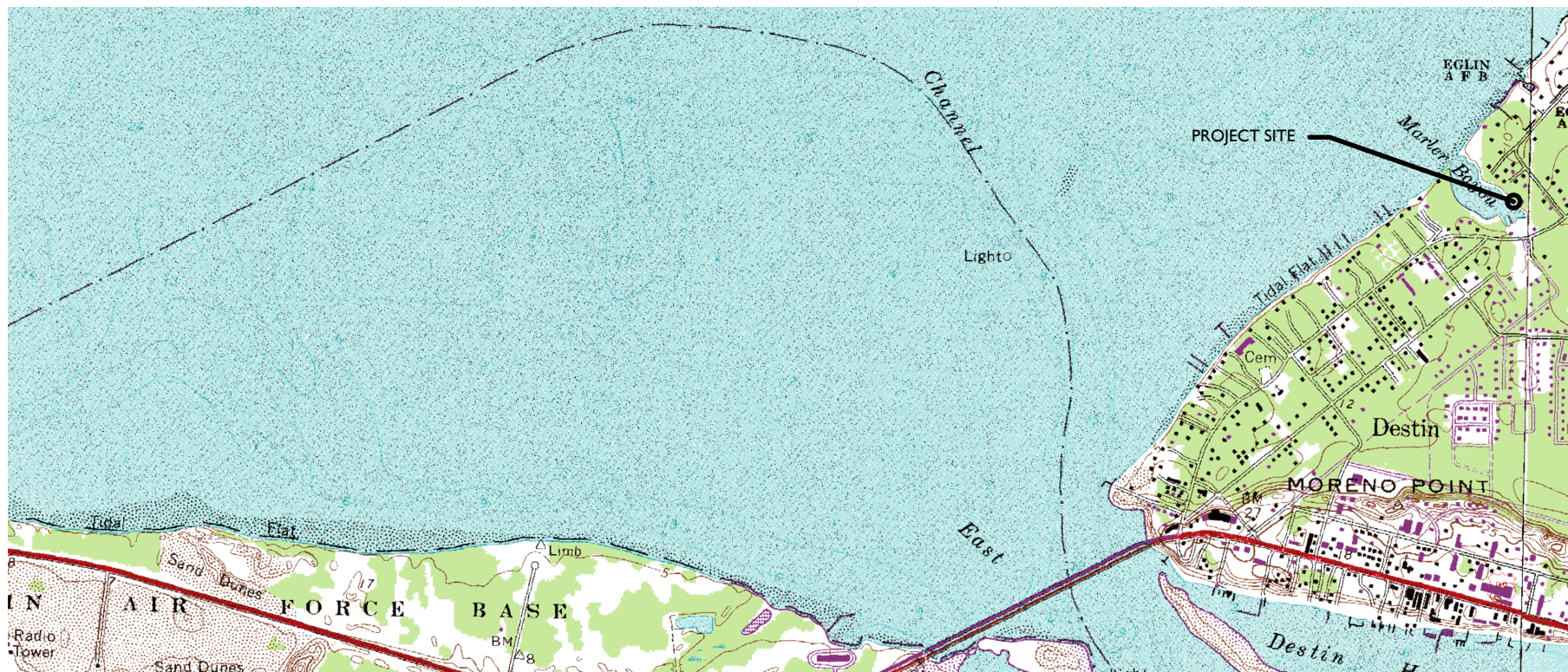
(g) Structures or activities shall not create a navigational hazard.

(h) Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.

(i) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.

(j) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

*Rulemaking Authority 253.03(7), 253.73 FS. Law Implemented 253.001, 253.03, 253.141, 253.0347, 253.665, 253.71, 253.68, 253.72, 253.74, 253.75, 253.77 FS. History—New 3-27-82, Amended 8-1-83, Formerly 16Q-21.04, 16Q-21.004, Amended 12-25-86, 1-25-87, 3-15-90, 8-18-92, 10-15-98, 12-11-01, 10-29-03, 12-16-03, 3-8-04, 10-27-05, 4-14-08, 9-1-09, 3-21-19.*



PROPERTY INFO

PID: 00-2S-22-0310-000D-0960  
 SITUS: 823 CROSS STREET  
 DESTIN, FL 32541  
 LAT: 30.4068868  
 LONG: -86.5005745

RECORD OWNER

BENJAMIN & NICOLE CAUSTON  
 823 CROSS STREET  
 DESTIN, FL 32541

DRAWING INDEX

- 1- SITE LOCATION & SHEET INDEX
- 2-EXISTING SITE CONDITIONS
- 3-PLAN VIEW DEPICTED ONTO AERIAL
- 4-PLAN VIEW
- 5-PROFILE TYP.
- 6-SECTION TYP.

823 CROSS ST, CAUSTON DOCK ADDITION

SITE LOCATION & DRAWING INDEX

JOB NO.: 2025.049

DRAWN BY: JAT

DRAWING DATE: 01.16.2026

SHEET: 1 OF 6

OAKHURST  
 CONSULTING

JASON@OAKHURSTCONSULT.COM





823 CROSS ST, CAUSTON DOCK ADDITION

EXISTING SITE CONDITIONS

JOB NO.: 2025.049

DRAWN BY: JAT

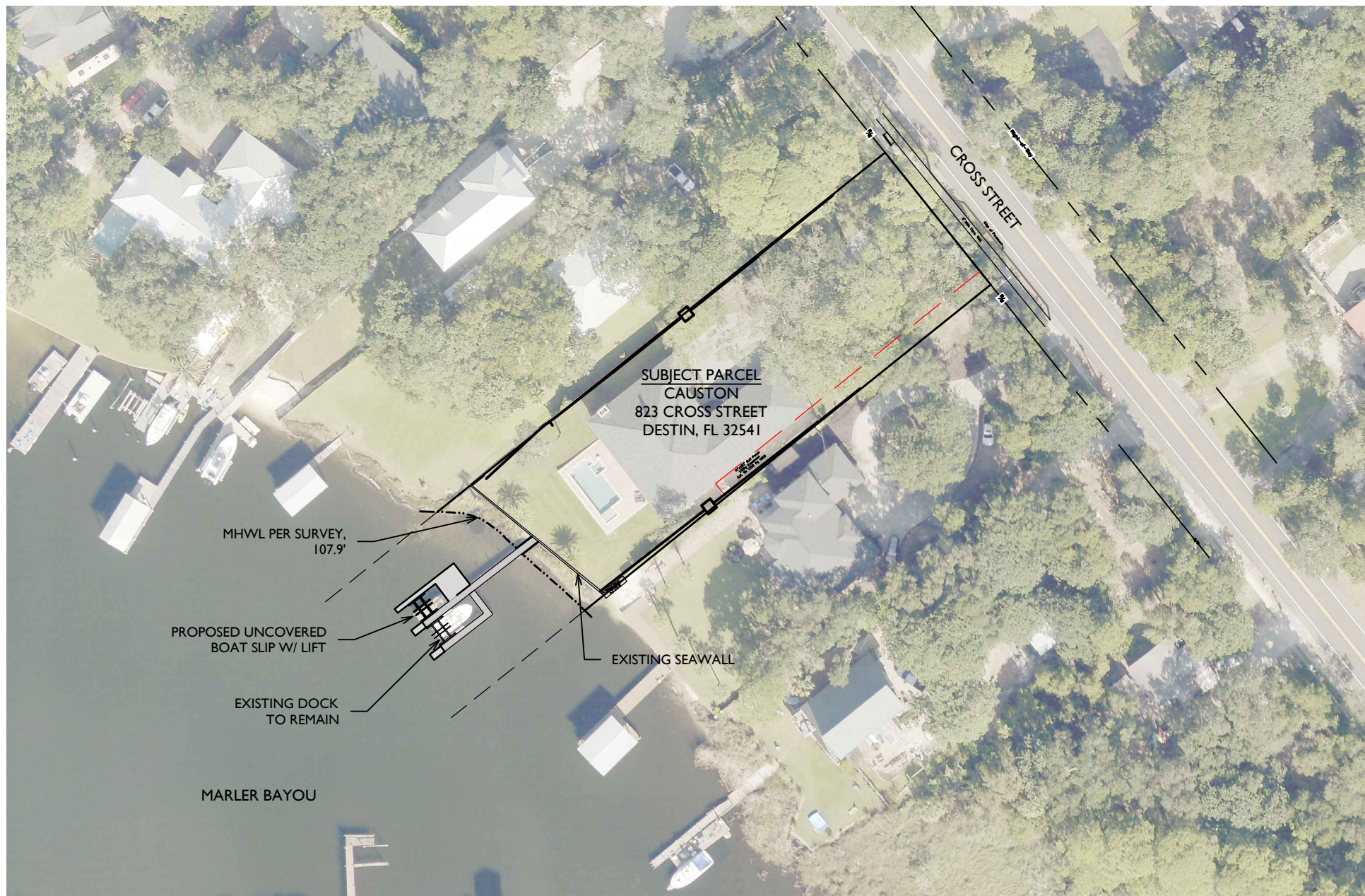
DRAWING DATE: 01.16.2026

SHEET: 2 OF 6

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823 CROSS ST, CAUSTON DOCK ADDITION

PLAN VIEW DEPICTED ONTO AERIAL

JOB NO.: 2025.049

DRAWN BY: JAT

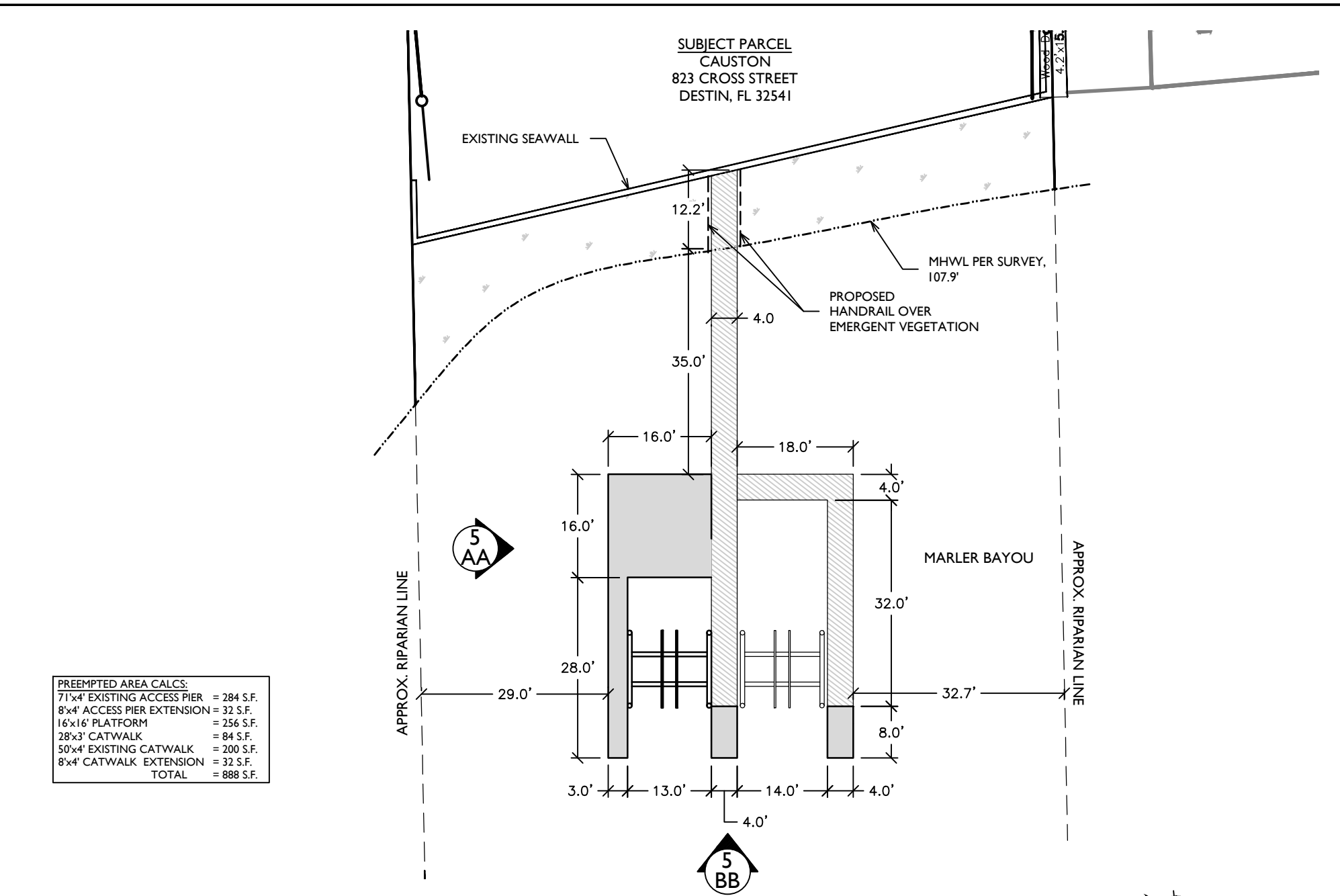
DRAWING DATE: 01.16.2026

SHEET: 3 OF 6

OAKHURST  
CONSULTING

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**PREEMPTED AREA CALCS:**

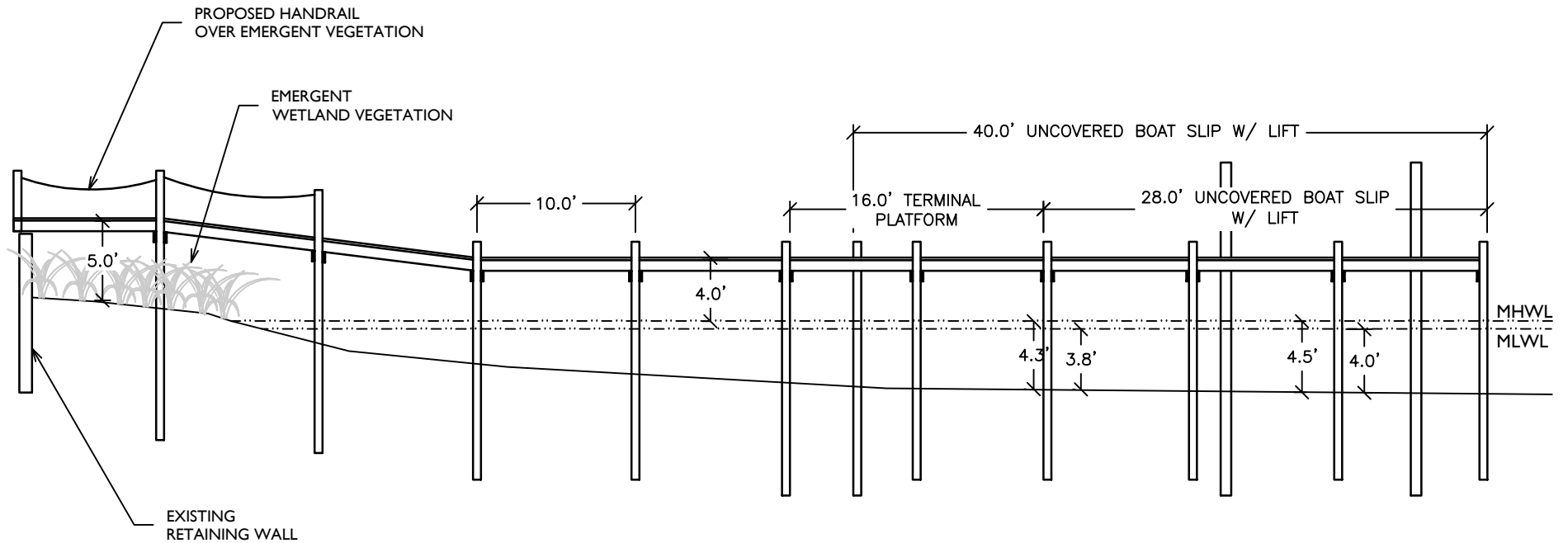
71'x4' EXISTING ACCESS PIER	= 284 S.F.
8'x4' ACCESS PIER EXTENSION	= 32 S.F.
16'x16' PLATFORM	= 256 S.F.
28'x3' CATWALK	= 84 S.F.
50'x4' EXISTING CATWALK	= 200 S.F.
8'x4' CATWALK EXTENSION	= 32 S.F.
<b>TOTAL</b>	<b>= 888 S.F.</b>

823 CROSS ST, CAUSTON DOCK ADDITION  
 PLAN VIEW  
 JOB NO.: 2025.049  
 DRAWN BY: JAT  
 SHEET: 4 OF 6

**OAKHURST**  
**CONSULTING**

JASON@OAKHURSTCONSULT.COM





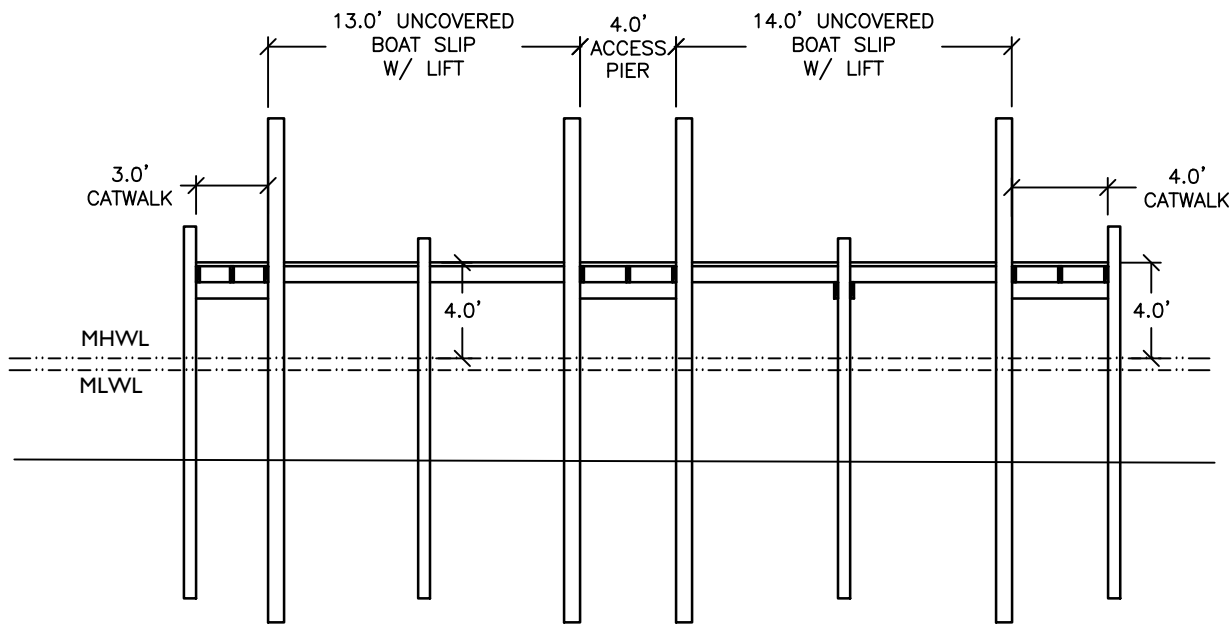
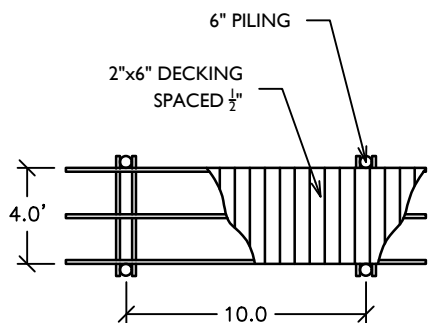
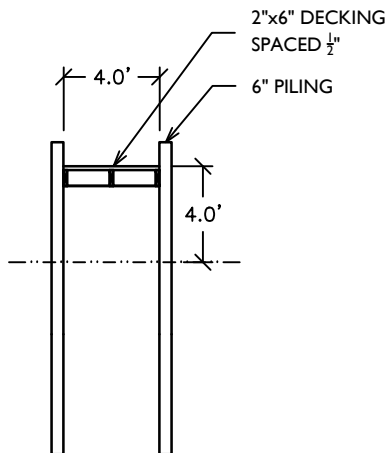
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AA SECTION AA TYP.

823 CROSS ST, CAUSTON DOCK ADDITION  
DOCK PROFILE TYP.  
JOB NO.: 2025.049  
DRAWN BY: JAT DRAWING DATE: 01.16.2026  
SHEET: 5 OF 6

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BB SECTION BB TYP.

823 CROSS ST, CAUSTON DOCK ADDITION

SECTION TYP.

JOB NO.: 2025.049

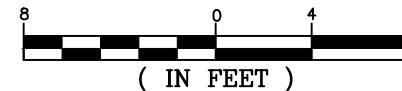
DRAWN BY: JAT

DRAWING DATE: 01.16.2026

SHEET: 6 OF 6

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JASON@OAKHURSTCONSULT.COM



# Okaloosa County Property Appraiser

## Parcel Summary

**Parcel ID** 00-25-22-0310-000D-0950  
**Location Address** 821 CROSS ST  
 DESTIN 32541  
**Neighborhood** 222100.00  
**Brief Tax Description** CALHOUN S/D DESTIN LOT 95 BLK D  
 (Note: The Description above is not to be used on legal documents.)  
**Property Use Code** SINGLE FAMILY  
**Sec-Twp-Rng** 00-25-22  
**Tax District** 10-City of Destin  
**Millage Rate** 11.8466  
**Acreage** 0  
**Homestead** Yes  
**Acreage (GIS)** 0.68

[View Map](#)

## Owner Information

MUSSER LIVING TRUST   MUSSER DAVID L   MUSSER DAWN T  
 821 CROSS ST  
 DESTIN FL 32541

## Address Change Form

[Address Change Form](#)

## Valuation

	2025 Certified Values	2024 Certified Values	2023 Certified Values	2022 Certified Values	2021 Certified Values
Building Value	\$662,917	\$506,437	\$509,354	\$473,767	\$378,042
Extra Features Value	\$12,250	\$16,048	\$16,048	\$16,048	\$16,048
Land Value	\$546,106	\$525,101	\$525,101	\$454,632	\$394,022
Land Agricultural Value	\$0	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0	\$0	\$0
Just (Market) Value	<b>\$1,221,273</b>	<b>\$1,047,586</b>	<b>\$1,050,503</b>	<b>\$944,447</b>	<b>\$788,112</b>
Assessed Value	\$843,677	\$819,900	\$796,019	\$772,834	\$750,324
Exempt Value	\$50,722	\$50,000	\$50,000	\$50,000	\$50,000
Taxable Value	\$792,955	\$769,900	\$746,019	\$722,834	\$700,324
Maximum Save Our Homes Portability	\$377,596	\$227,686	\$254,484	\$171,613	\$37,788

## 2025 TRIM Notice

[Click Here to view the 2025 TRIM Notice \(PDF\)](#)

## Homestead Application

[Apply for Homestead Exemption](#)

## Land Information

Land Use	Number of Units	Unit Type	Frontage	Depth
000120 - SFR BAYOU	100	FF	100	0

## Building Information

**Type** SINGLE FAM  
**Total Area** 4253  
**Heated Area** 3251  
**Exterior Walls** BRICK  
**Roof Cover** DIMEN/TIMB  
**Interior Walls** DRYWALL; DECORATIVE  
**Frame Type** N/A  
**Floor Cover** CLAY/CERMC; CARPET  
**Heat** AIR DUCTED  
**Air Conditioning** CENTRAL  
**Bathrooms** 3  
**Bedrooms** 4  
**Stories** 2  
**Actual Year Built** 1997  
**Effective Year Built** 1997

# Okaloosa County Property Appraiser

## Parcel Summary

**Parcel ID** 00-25-22-0310-000D-0970  
**Location Address** 825 CROSS ST  
 DESTIN 32541  
**Neighborhood** 222100.00  
**Brief Tax Description** CALHOUN S/D DESTIN LOT 97 BLK D AS PER  
 (Note: The Description above is not to be used on legal documents.)  
**Property Use Code** SINGLE FAMILY  
**Sec-Twp-Rng** 00-25-22  
**Tax District** 10-City of Destin  
**Millage Rate** 11.8466  
**Acres** 0  
**Homestead** Yes  
**Acres (GIS)** 0.82

[View Map](#)

## Owner Information

JACOBS JONATHAN R & MCPEAK J MCPEAK JENNIFER  
 825 CROSS ST  
 DESTIN FL 32541

## Address Change Form

[Address Change Form](#)

## Valuation

	2025 Certified Values	2024 Certified Values	2023 Certified Values	2022 Certified Values	2021 Certified Values
Building Value	\$215,676	\$213,729	\$215,282	\$202,304	\$161,666
Extra Features Value	\$6,503	\$8,519	\$8,519	\$8,519	\$8,519
Land Value	\$574,848	\$552,738	\$552,737	\$478,560	\$414,760
Land Agricultural Value	\$0	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0	\$0	\$0
Just (Market) Value	<b>\$797,027</b>	<b>\$774,986</b>	<b>\$776,538</b>	<b>\$689,383</b>	<b>\$584,945</b>
Assessed Value	\$497,296	\$483,281	\$469,205	\$455,539	\$442,271
Exempt Value	\$55,722	\$55,000	\$55,000	\$55,000	\$55,000
Taxable Value	\$441,574	\$428,281	\$414,205	\$400,539	\$387,271
Maximum Save Our Homes Portability	\$299,731	\$291,705	\$307,333	\$233,844	\$142,674

## 2025 TRIM Notice

[Click Here to view the 2025 TRIM Notice \(PDF\)](#)

## Homestead Application

[Apply for Homestead Exemption](#)

## Land Information

Land Use	Number of Units	Unit Type	Frontage	Depth
000120 - SFR BAYOU	100	FF	100	0

## Building Information

**Type** SINGLE FAM  
**Total Area** 2419  
**Heated Area** 2255  
**Exterior Walls** BRICK  
**Roof Cover** METAL  
**Interior Walls** WOOD PANEL; DRYWALL  
**Frame Type** N/A  
**Floor Cover** HARDWOOD; CLAY/CERMC  
**Heat** AIR DUCTED  
**Air Conditioning** CENTRAL  
**Bathrooms** 2  
**Bedrooms** 3  
**Stories** 1  
**Actual Year Built** 1961  
**Effective Year Built** 1961



823 CROSS ST, CAUSTON DOCK ADDITION

EXISTING SITE CONDITIONS

JOB NO.: 2025.049

DRAWN BY: JAT

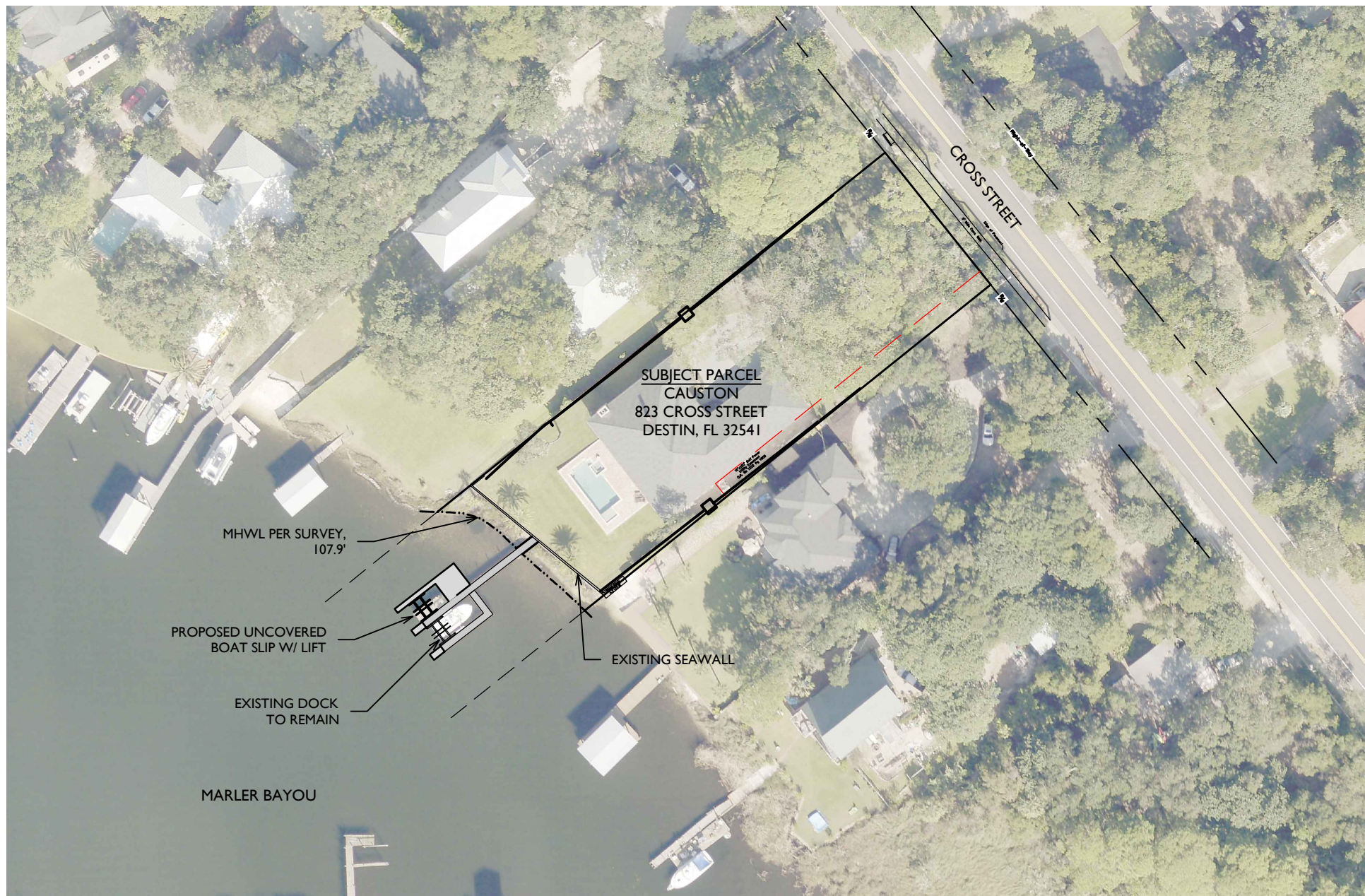
DRAWING DATE: 01.16.2026

SHEET: 2 OF 6

OAKHURST  
CONSULTING

JASON@OAKHURSTCONSULT.COM





823 CROSS ST, CAUSTON DOCK ADDITION

PLAN VIEW DEPICTED ONTO AERIAL

JOB NO.: 2025.049

DRAWN BY: JAT

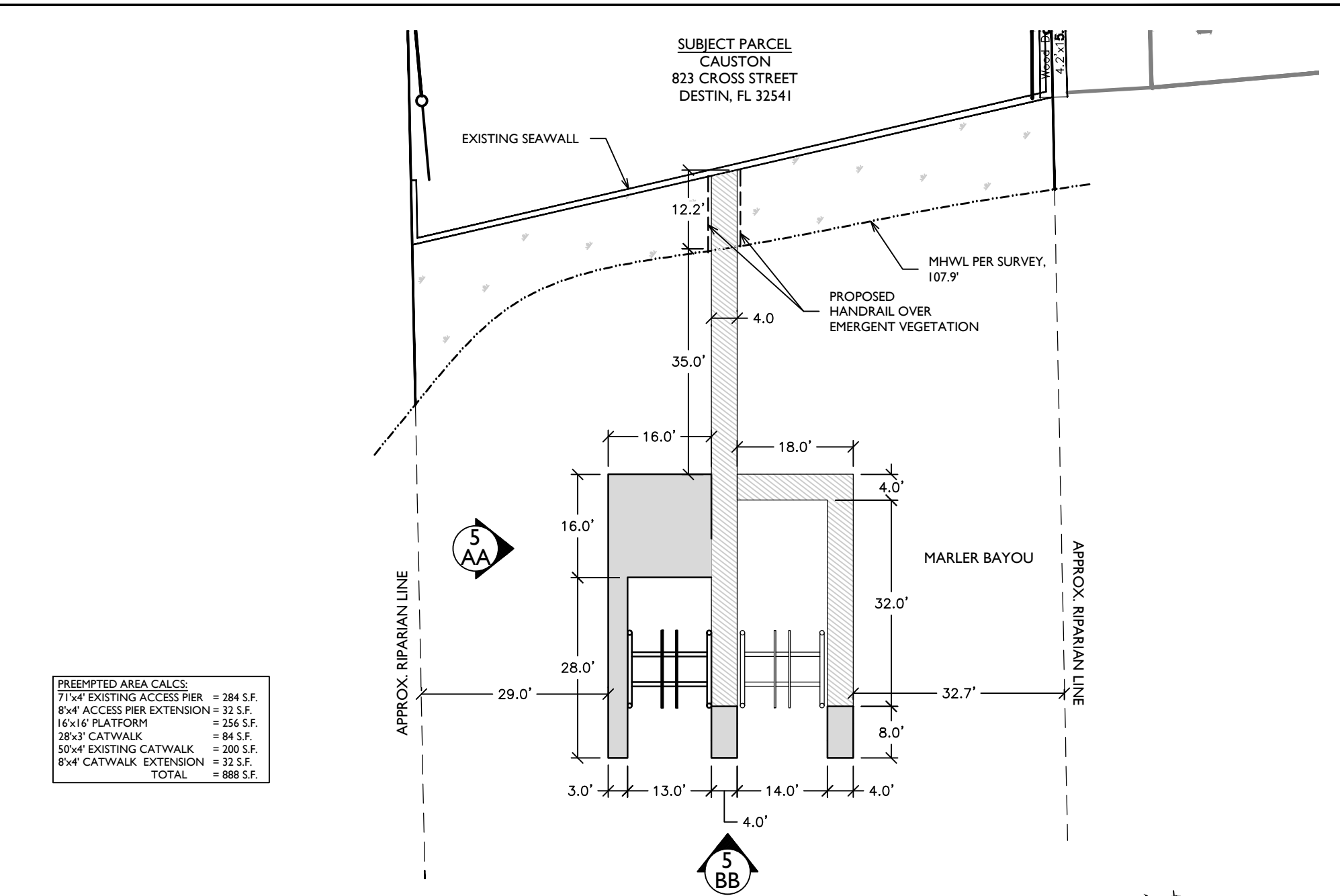
DRAWING DATE: 01.16.2026

SHEET: 3 OF 6

OAKHURST  
CONSULTING

JASON@OAKHURSTCONSULT.COM





**PREEMPTED AREA CALCS:**

71'x4' EXISTING ACCESS PIER	= 284 S.F.
8'x4' ACCESS PIER EXTENSION	= 32 S.F.
16'x16' PLATFORM	= 256 S.F.
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823 CROSS ST, CAUSTON DOCK ADDITION

PLAN VIEW

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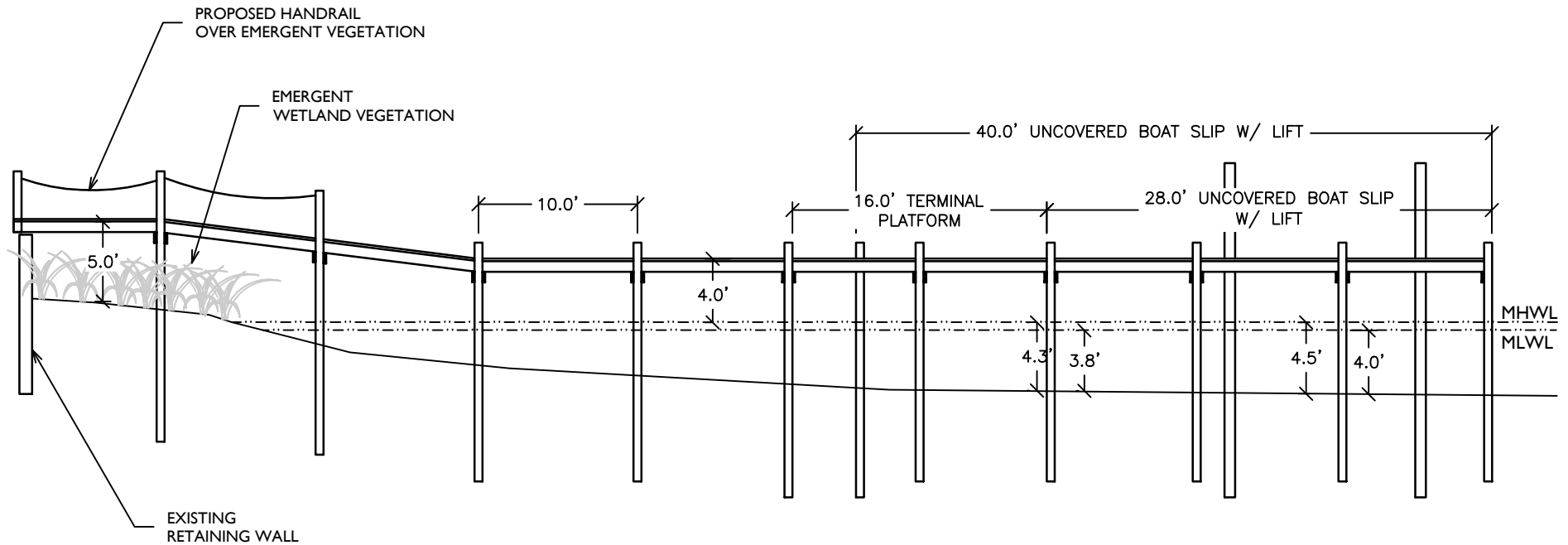
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SHEET: 4 OF 6

**OAKHURST**  
**CONSULTING**

JASON@OAKHURSTCONSULT.COM





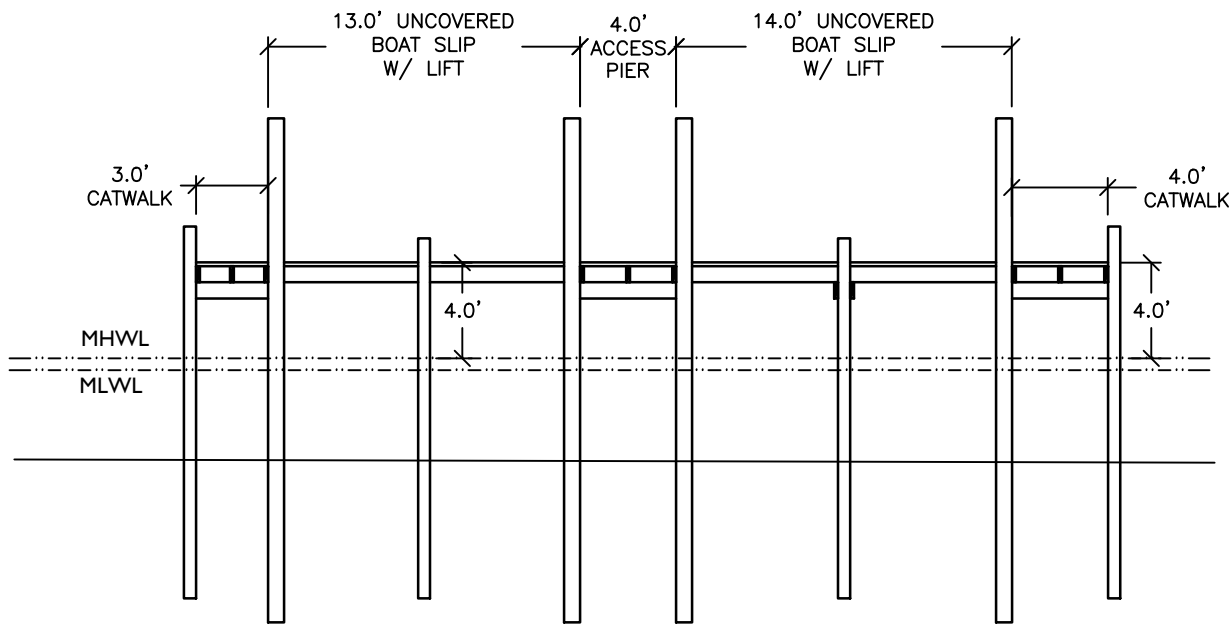
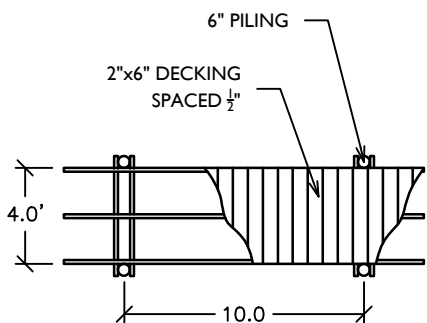
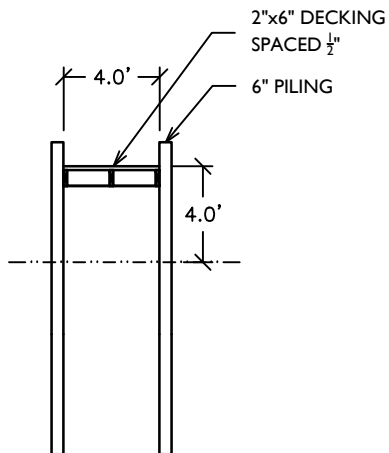
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AA SECTION AA TYP.

823 CROSS ST, CAUSTON DOCK ADDITION  
DOCK PROFILE TYP.  
JOB NO.: 2025.049  
DRAWN BY: JAT DRAWING DATE: 01.16.2026  
SHEET: 5 OF 6

OAKHURST  
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SECTION BB TYP.

823 CROSS ST, CAUSTON DOCK ADDITION

SECTION TYP.

JOB NO.: 2025.049

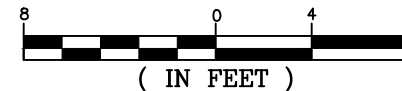
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SHEET: 6 OF 6

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CONSULTING

JASON@OAKHURSTCONSULT.COM





DEPARTMENT OF THE ARMY  
U.S. ARMY CORPS OF ENGINEERS, JACKSONVILLE DISTRICT  
701 SAN MARCO BOULEVARD  
JACKSONVILLE, FLORIDA 32207

January 7, 2026

Regulatory Division  
North Permits Branch  
Panama City Section  
SAJ-2020-02018

Benjamin Causton  
823 Cross Street  
Destin, FL 32541  
Sent via email: lbcauston@gmail.com

Dear Mr. Causton:

The U.S. Army Corps of Engineers (Corps) has completed the review of your application for a Department of the Army permit, which the Corps received on December 22, 2025. Your application was assigned file number SAJ-2020-02018. A review of the information and drawings provided indicates that the proposed work would result in expansion of a single-family dock to include a covered 30-foot by 13-foot boat slip with lift, a 14-foot by 16-foot terminal platform, a 30-foot by 3-foot catwalk, and two 8-foot by 4-foot access walkways. The activities subject to this permit are authorized pursuant to authorities under Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403). The project is located in Marler Bayou at 823 Cross Street, in Section 35, Township 1 South, Range 23 West, Destin, Okaloosa County, Florida.

This letter verifies your project, as described above and depicted on the enclosed drawings, is authorized by Regional General Permit (RGP) SAJ-20 and any subsequent modifications, if applicable. **This RGP authorization is valid until March 28, 2028.** If you commence or are under contract to commence this activity before the date that SAJ-20 expires or is revoked, you will have 12 months from the date of the expiration or revocation of SAJ-20 to complete the activity under the present terms and conditions of SAJ-20.

Please access the Corps' Jacksonville District Regulatory Division web page to view the special and general conditions for SAJ-20, which apply specifically to this authorization. The Internet URL address is: <https://www.sad.usace.army.mil/Missions/Regulatory/Florida/>. Please be aware this Internet address is case sensitive and you will need to enter it exactly as it appears above. Once there, select "Permitting," then "General Permits." Then you will need to select the specific SAJ permit noted above.

You must comply with all of the general and special conditions of the RGP, as well as any project-specific conditions included in this letter.

**General Conditions:**

1. The time limit for completing the work authorized ends on **March 28, 2028.**
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit you must obtain the signature of the new owner on the attached transfer form and forward a copy to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

**Project Specific Special Conditions:**

The following project specific special conditions are included with this verification:

**1. Reporting Address:** The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:

- a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

The Permittee shall reference this permit number, SAJ-2020-02018, on all submittals.

**2. Permit Conditions Prevail:** If information in the permit attachments conflict with the special conditions of this permit, the requirements of the permit special conditions shall prevail.

**3. Posting of Permit:** The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.

**4. Self-Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the ENG Form 6285, "Certification of Compliance with Department of Army Permit" (located at [https://www.publications.usace.army.mil/Portals/76/Eng\\_Form\\_6285\\_2024%20Dec%20FINAL.pdf](https://www.publications.usace.army.mil/Portals/76/Eng_Form_6285_2024%20Dec%20FINAL.pdf)) and submit it to the Corps.

**5. Cultural Resources/Historic Properties:**

a. No structure or work shall adversely affect, impact, or disturb properties listed in the National Register of Historic Places (NRHP), or those eligible for inclusion in the NRHP.

b. If, during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with native cultures or early colonial settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps at the addresses listed in the Reporting Address Special Condition within the same business day (8 hours). The Corps shall coordinate with the Florida State Historic Preservation Officer (SHPO) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition and, if deemed necessary by the SHPO or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based on the

circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands; they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archaeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the SHPO and from the Corps.

**6. Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

**7. Jacksonville District Programmatic Biological Opinion (JAXBO):** Structures and activities authorized under this permit will be constructed and operated in accordance with all applicable project design criteria's (PDCs) contained in the JAXBO, based on the permitted activity. Johnson's seagrass and its critical habitat were delisted from the Endangered Species Act on May 16, 2022. Therefore, JAXBO PDCs required to minimize adverse effects to Johnson's seagrass and its critical habitat are no longer applicable to any project. Failure to comply with applicable PDCs will constitute noncompliance with this permit. In addition, failure to comply with the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take. The NMFS is the appropriate authority to determine compliance with the Endangered Species Act. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division web page in the Endangered Species section at: <https://www.sad.usace.army.mil/Missions/Regulatory/Florida/>.

JAXBO may be subject to revision at any time. The most recent version of the JAXBO must be utilized during the design and construction of the permitted work.

**8. Manatee Conditions:** The Permittee shall comply with the “Standard Manatee Conditions for In-Water Work – 2011”. The most recent version of the Manatee Conditions must be utilized.

This letter of authorization does not include conditions that would prevent the ‘take’ of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (<http://www.myfwc.com/license/wildlife/>) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (<http://www.fnai.org/>) also maintains updated lists, by county, of documented occurrences of those species.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

This letter of authorization does not preclude the necessity to obtain any other Federal, State, or local permits which may be required.

Thank you for your cooperation with our permit program. The Corps’ Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at <https://regulatory.ops.usace.army.mil/customer-service-survey/>. Please be aware this Internet address is case sensitive and you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Should you have any questions related to this RGP verification or have issues accessing the documents referenced in this letter, please contact Bryce Leisure, by telephone at 850-726-0427, or by email at [Bryce.A.Leisure2@usace.army.mil](mailto:Bryce.A.Leisure2@usace.army.mil).

Sincerely,

*Bryce Leisure*

Bryce Leisure  
Project Manager

Enclosures  
Transfer Form  
Manatee Condition  
Project Plans

Cc: Jason Taylor of Oakhurst Consulting  
Agent: [Jason@oakhurstconsult.com](mailto:Jason@oakhurstconsult.com)

**DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST**

**DA PERMIT NUMBER: SAJ-2020-02018**

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019 or submit via electronic mail to: [SAJ-RD-Enforcement@usace.army.mil](mailto:SAJ-RD-Enforcement@usace.army.mil) (not to exceed 15 MB).

\_\_\_\_\_  
(TRANSFEREE-SIGNATURE)

\_\_\_\_\_  
(SUBDIVISION)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(LOT)

\_\_\_\_\_  
(BLOCK)

\_\_\_\_\_  
(NAME-PRINTED)

\_\_\_\_\_  
(STREET ADDRESS)

\_\_\_\_\_  
(MAILING ADDRESS)

\_\_\_\_\_  
(CITY, STATE, ZIP CODE)

## STANDARD MANATEE CONDITIONS FOR IN-WATER WORK

2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at [ImperiledSpecies@myFWC.com](mailto:ImperiledSpecies@myFWC.com)
- f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at [MyFWC.com/manatee](http://MyFWC.com/manatee). Questions concerning these signs can be sent to the email address listed above.

# CAUTION: MANATEE HABITAT

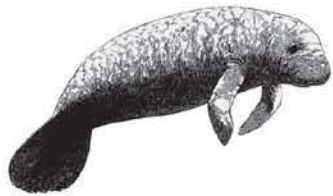
All project vessels

**IDLE SPEED / NO WAKE**

When a manatee is within 50 feet of work  
all in-water activities must

**SHUT DOWN**

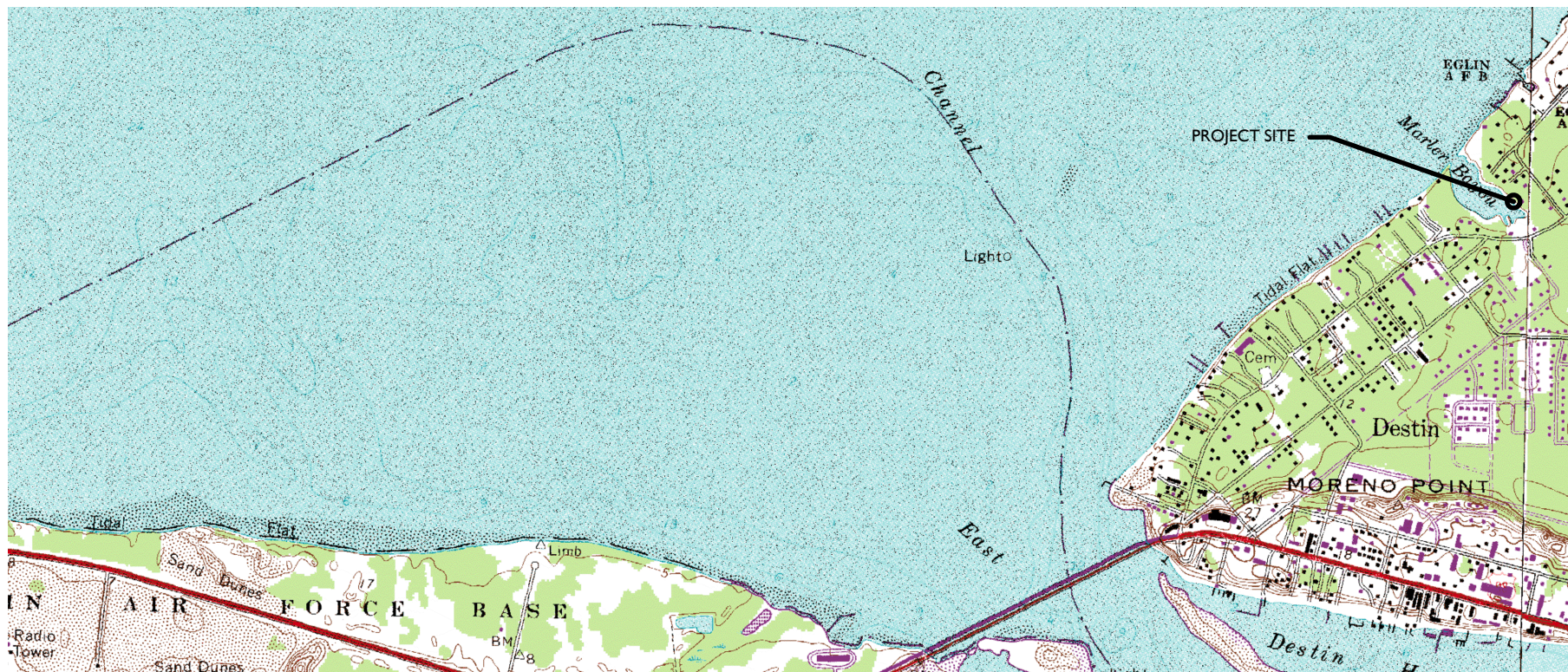
Report any collision with or injury to a manatee:



**Wildlife Alert:**

**1-888-404-FWCC(3922)**

cell \*FWC or #FWC



PROPERTY INFO

PID: 00-2S-22-0310-000D-0960  
 SITUS: 823 CROSS STREET  
 DESTIN, FL 32541  
 LAT: 30.4068868  
 LONG: -86.5005745

RECORD OWNER

BENJAMIN & NICOLE CAUSTON  
 823 CROSS STREET  
 DESTIN, FL 32541

DRAWING INDEX

- 1- SITE LOCATION & SHEET INDEX
- 2-EXISTING SITE CONDITIONS
- 3-PLAN VIEW DEPICTED ONTO AERIAL
- 4-PLAN VIEW
- 5-PROFILE TYP.
- 6-SECTION TYP.

823 CROSS ST, CAUSTON DOCK ADDITION

SITE LOCATION & DRAWING INDEX

JOB NO.: 2025.049

DRAWN BY: JAT

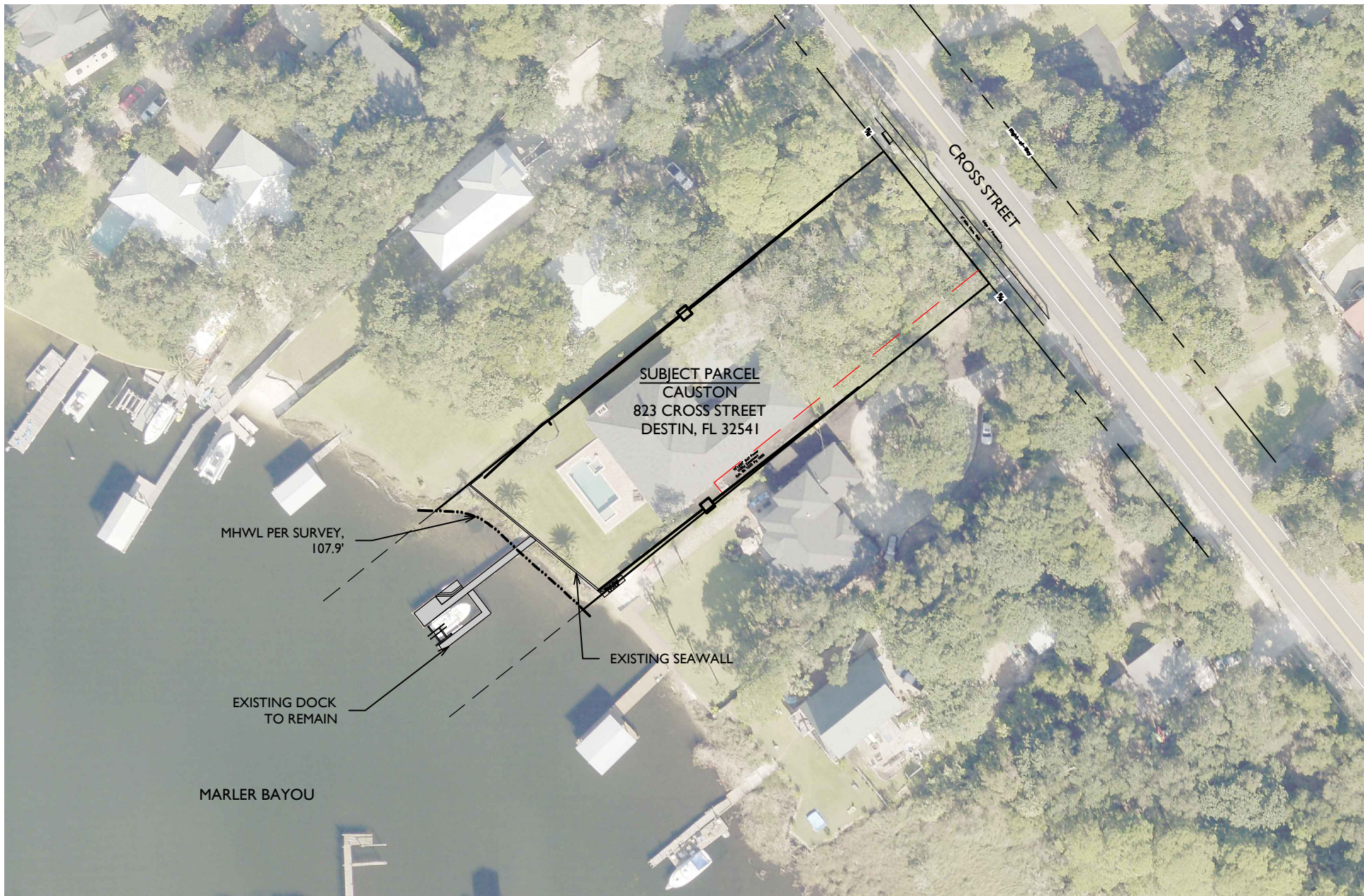
DRAWING DATE: 11.19.2025

SHEET: 1 OF 6

OAKHURST  
 CONSULTING

JASON@OAKHURSTCONSULT.COM





823 CROSS ST, CAUSTON DOCK ADDITION

EXISTING SITE CONDITIONS

JOB NO.: 2025.049

DRAWN BY: JAT

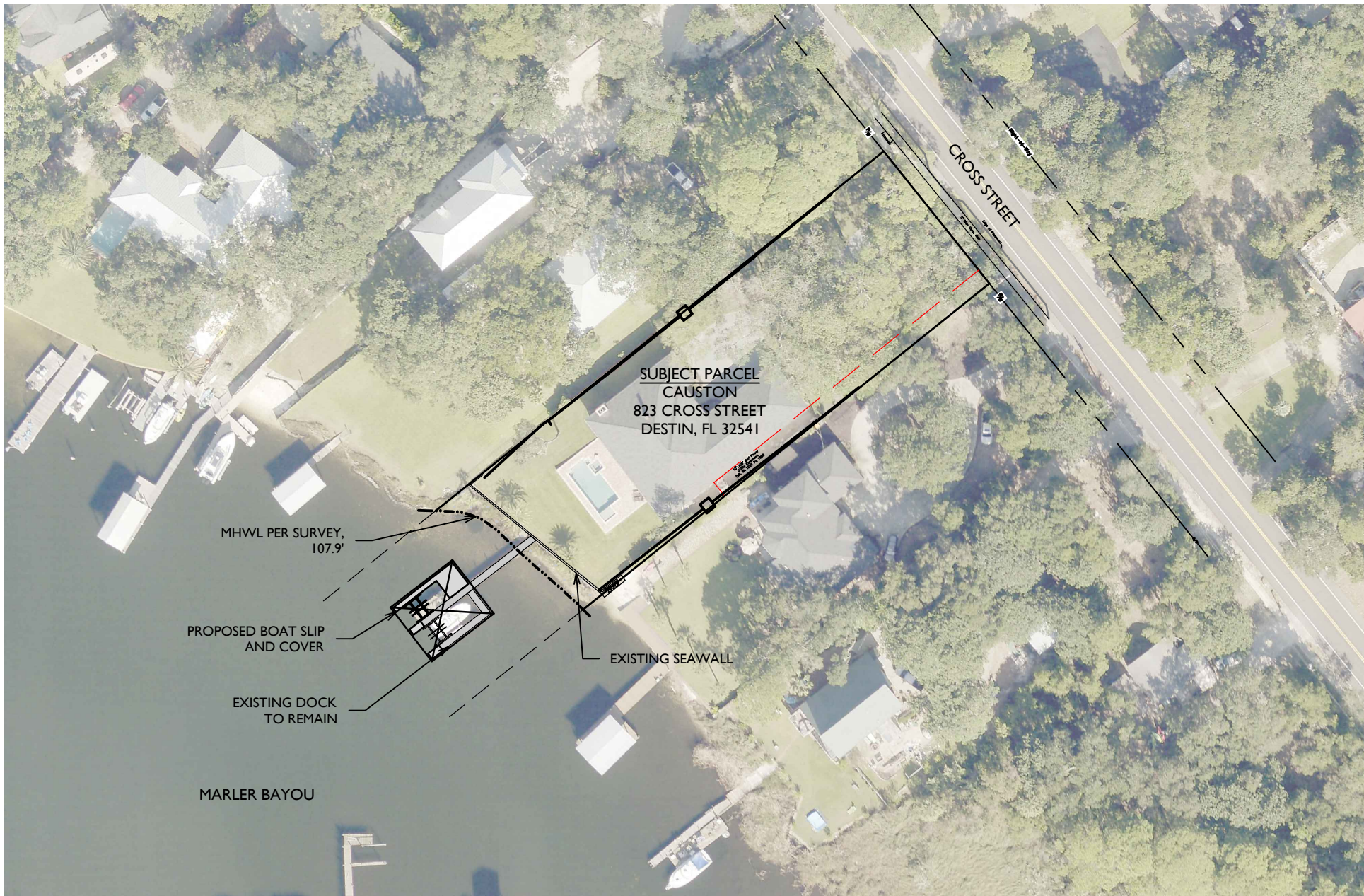
DRAWING DATE: 11.19.2025

SHEET: 2 OF 6

OAKHURST  
CONSULTING

JASON@OAKHURSTCONSULT.COM





823 CROSS ST, CAUSTON DOCK ADDITION

PLAN VIEW DEPICTED ONTO AERIAL

JOB NO.: 2025.049

DRAWN BY: JAT

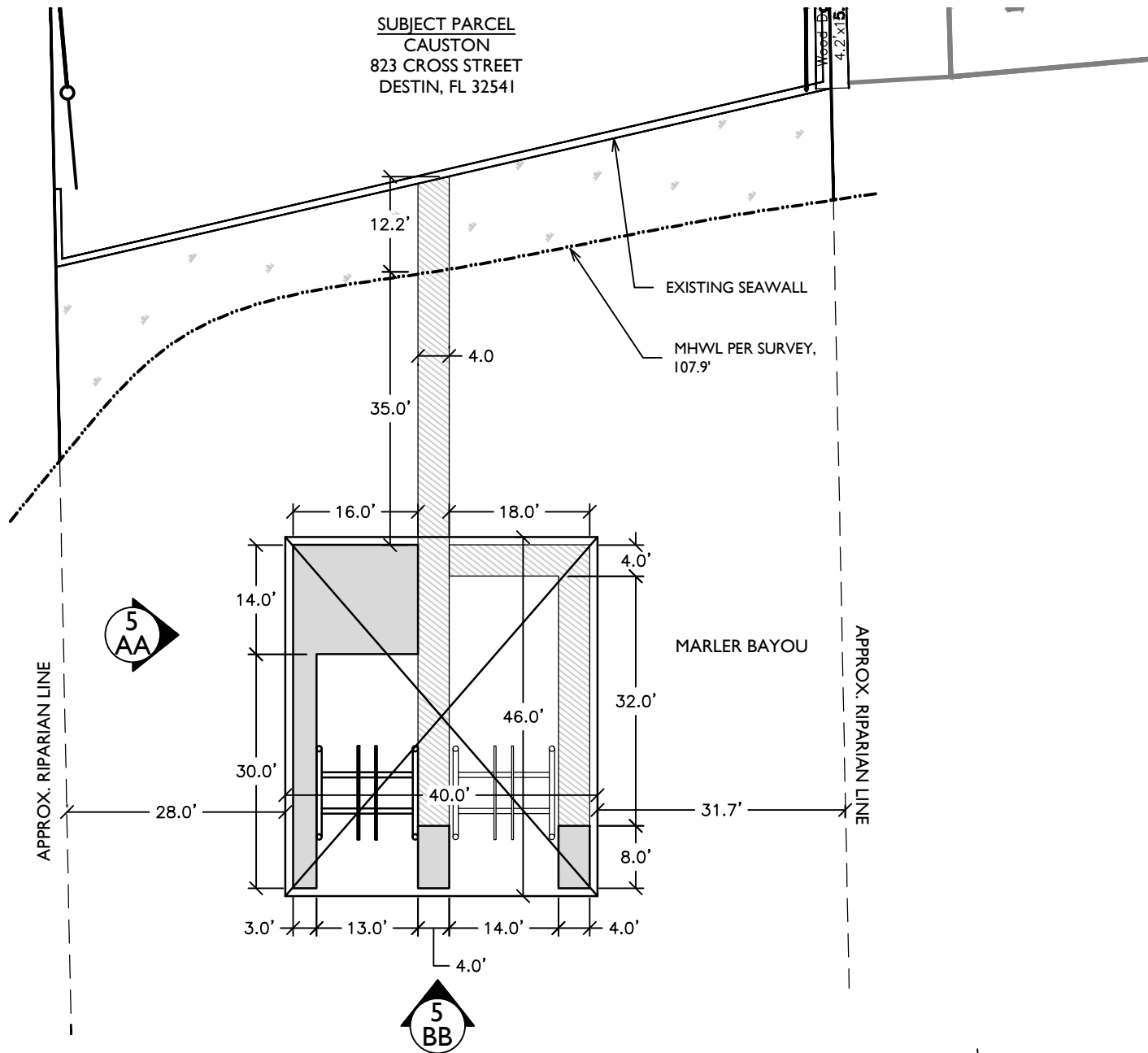
DRAWING DATE: 11.19.2025

SHEET: 3 OF 6

OAKHURST  
CONSULTING

JASON@OAKHURSTCONSULT.COM





**PREEMPTED AREA CALCS:**

71'x4' EXISTING ACCESS PIER	= 284 S.F.
8'x4' ACCESS PIER EXTENSION	= 32 S.F.
16'x14' COVERED PLATFORM	= 224 S.F.
50'x4' EXISTING CATWALK	= 200 S.F.
8'x4' CATWALK EXTENSION	= 32 S.F.
40'x14' COVERED BOAT LIFT	= 560 S.F.
30'x13' COVERED BOAT LIFT	= 390 S.F.
164'x1' ROOF OVERHANG	= 164 S.F.
<b>TOTAL</b>	<b>= 1,886 S.F.</b>

823 CROSS ST, CAUSTON DOCK ADDITION

PLAN VIEW

JOB NO.: 2025.049

DRAWN BY: JAT

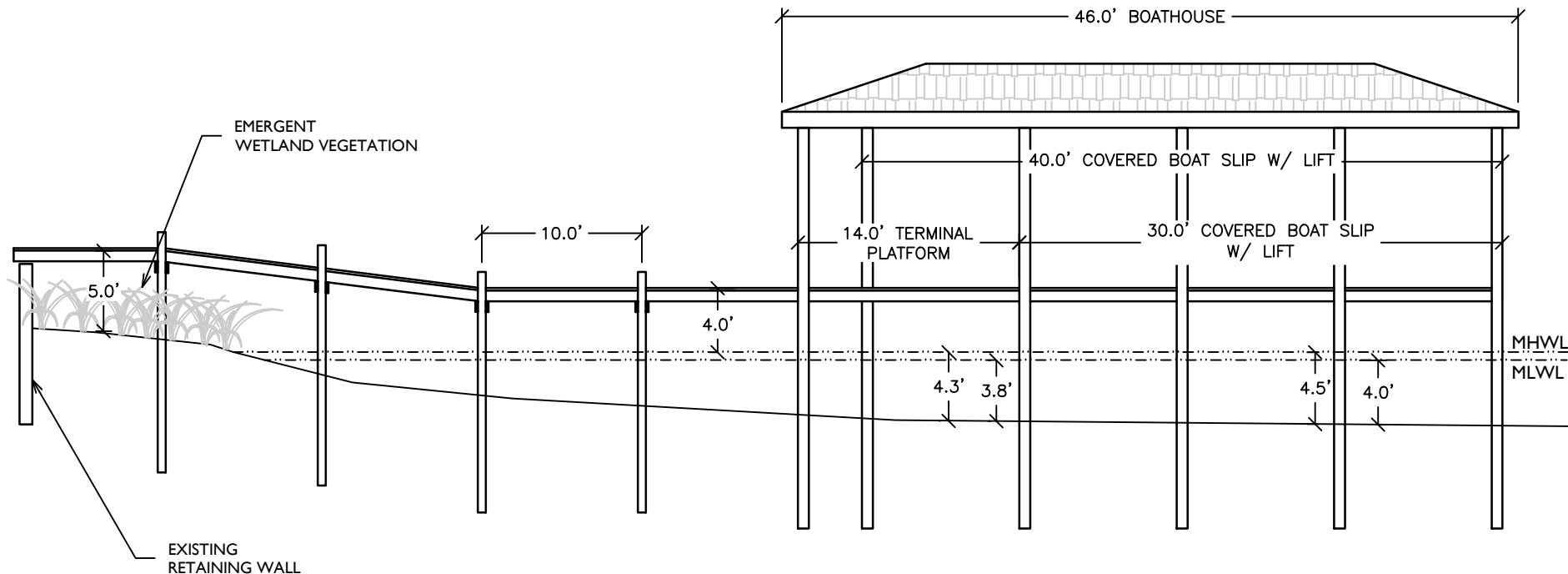
DRAWING DATE: 11.19.2025

SHEET: 4 OF 6

**OAKHURST  
CONSULTING**

JASON@OAKHURSTCONSULT.COM





5  
AA SECTION AA TYP.

823 CROSS ST, CAUSTON DOCK ADDITION

DOCK PROFILE TYP.

JOB NO.: 2025.049

DRAWN BY: JAT

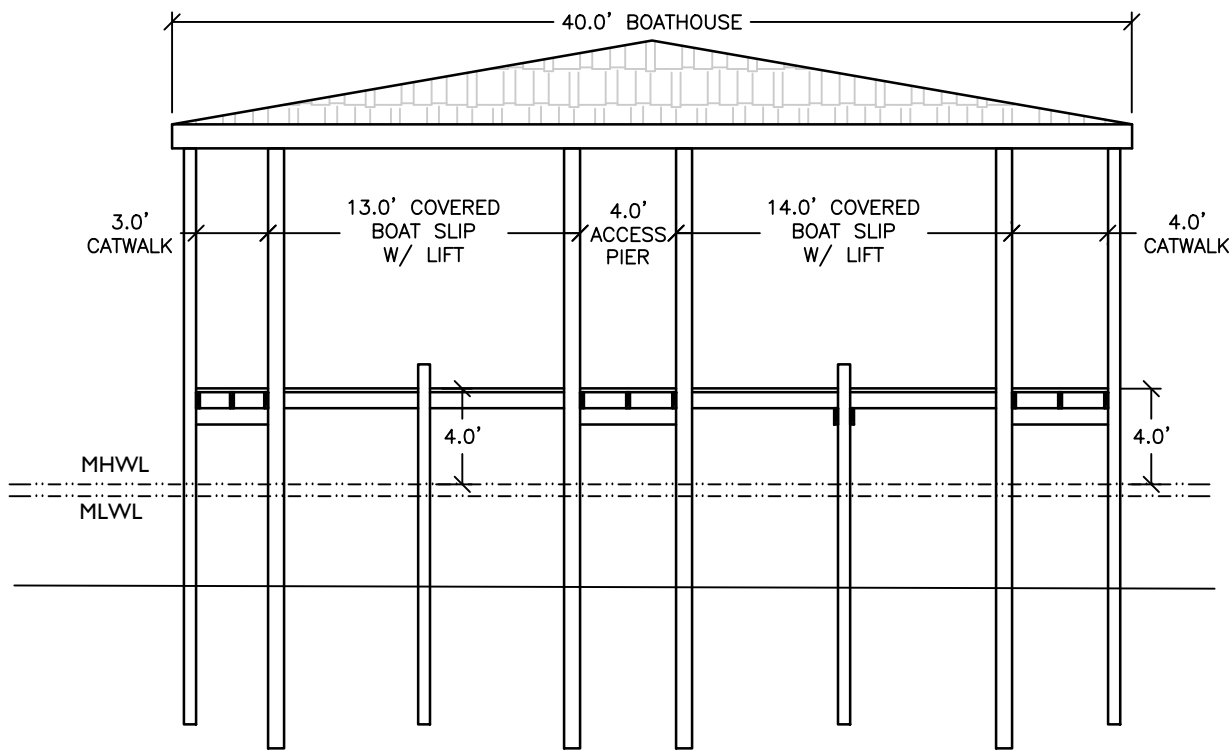
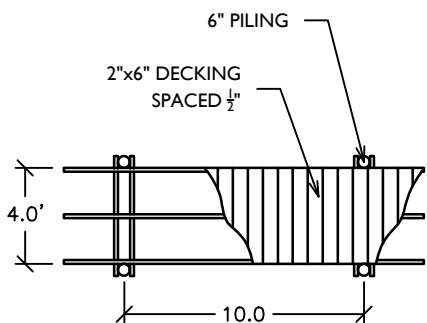
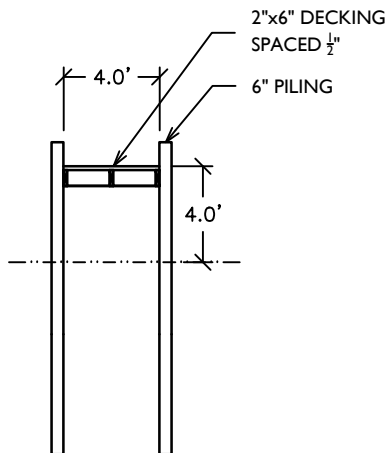
DRAWING DATE: 11.19.2025

SHEET: 5 OF 6

OAKHURST  
CONSULTING

JASON@OAKHURSTCONSULT.COM





5  
BB SECTION BB TYP.

823 CROSS ST, CAUSTON DOCK ADDITION

SECTION TYP.

JOB NO.: 2025.049

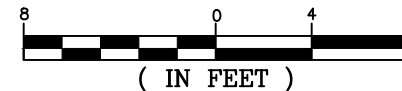
DRAWN BY: JAT

DRAWING DATE: 11.19.2025

SHEET: 6 OF 6

OAKHURST  
CONSULTING

JASON@OAKHURSTCONSULT.COM



Adjacent Property for 702 Harbor Blvd

Krebs David A, JR

712 Planet Dr

Destin, FL 32541

Boylan, Peter G Trust

7089 Harbor Blvd E

Destin, FL 32541

Circle K Stores

PO BOX 58085 DC-17

Phoenix, AZ 85072

Autozone Stores,LLC

123 S Front St

Memphis, TN 38103

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** March 16, 2026  
**TYPE OF AGENDA ITEM:** Consent Agenda  
**AGENDA OUTLINE NUMBER:** 3.G.

---

**TO:** City Council

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

**FROM:** Robert Tomasek, City Engineer  
Noell Bell, Chief Building Official

**DATE:** 03/09/2026

**SUBJECT:** Resolution 26-04 Rename Porter Ln to Foxtail Way

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**I. BACKGROUND:** Porter Lane is the given name at time of plat adoption for Palms Street Townhomes in January 2023. In July 2025, Okaloosa County objected to the name because that name was already in use elsewhere. In July 2025, Okaloosa County and developer changed the name to Foxtail Way.

**II. DISCUSSION:** This street was under construction and not open to the public at time of original naming. The change was instituted, not through the City, at time of selling of lots. The City was told after the fact. All changes happened before any lots were sold and signs placed on roadway.

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

**B. Effect on Budget (EOB):** None

**C. Level of Service (LOS):**

**D. Legislative Sponsor:** Council Member Hebert (at request of staff)

**E. Business Impact Statement:**

**III. CONCLUSION:** in order to prevent confusion on property owners, the public, utilities, the USPS, 911 Dispatch, etc., staff recommends the adoption of the name of Foxtail Way.

**IV. RECOMMENDED MOTION:** I move to adopt Resolution 26-04 to officially change the name of Porter Ln to Foxtail Way.

Attachments:

**ITEM # 2026-492**

1. Resolution 26-04  
Porter to Foxtail

**RESOLUTION 26-04**

**A RESOLUTION OF THE CITY COUNCIL TO CHANGE THE NAME OF PORTER LANE TO FOXTAIL WAY IN THE CITY OF DESTIN, COUNTY OF OKALOOSA, STATE OF FLORIDA; AND PROVIDE FOR AN EFFECTIVE DATE.**

**WHEREAS**, Destin LDC, Section 7.18.01.4, stipulates that the any street name changes shall be accomplished by resolution of City Council; and

**WHEREAS**, the Palms Street Townhomes plat, recorded in County Clerk Office of Okaloosa County Florida, Book 31 Page 3-4, dated 20<sup>th</sup> July 2023, has a name of Porter Lane; and

**WHEREAS**, Okaloosa County made an objection for the use of Porter Lane in July 2025 because the use of this name was previously taken; and

**WHEREAS**, Foxtail Way has been approved for use by the county with signs erected along the roadway with the name of Foxtail Way already in place; and

**WHEREAS**, in order to prevent confusion on property owners, the public, utilities, the USPS, 911 Dispatch, etc., the City of Destin shall adopt the name of Foxtail Way

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Destin, Florida, hereby officially changes the name of "Porter Lane" to "Foxtail Way" effective as of the date this resolution is approval by the City Council and signed by the Mayor.

**ADOPTED THIS 16<sup>TH</sup> DAY OF MARCH 2026**

By: \_\_\_\_\_

Robert T. Wagner, Mayor

ATTEST:

\_\_\_\_\_  
Rey Bailey, City Clerk

**REGULAR MEETING  
DESTIN CITY COUNCIL  
JANUARY 20, 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 Dewey Destin
Councilmember Jim Bagby	Councilmember Rodney Braden
Councilmember Terésa Hebert	Councilmember Sandy Trammell

Destin City Staff

City Manager Larry Jones	City Clerk Rey Bailey
Public Works Director Michael Burgess	Parks & Recreation Director Lisa Firth
Public Information Director Tamara Young	Principal Planner Daniel Butler
City Engineer Robert Tomasek	Finance Director Krystal Strickland
Community Development Director David Prichard	HR Director Jaime Haynes
Projects/Grants/Contract Manager Jeffrey Cozadd	IT Director Andy Peters
City Attorney Kimberly Kopp	Building Official Noell Bell

**CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE**

Mayor Bobby Wagner called the meeting to order at 6:20 PM. Pastor David J. Butler gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

**AGENDA APPROVAL**

Councilmember Trammell requested that agenda item 6B(1) be pulled from the agenda.

Councilmember Braden requested that Consent Agenda item 3A be pulled for further discussion.

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

- 1. PROCLAMATIONS / RECOGNITIONS / SPECIAL / PUBLIC PRESENTATIONS / ANNOUNCEMENTS**
- 2. PUBLIC COMMENTS**

Cameron, a resident of Indian Bayou North, encouraged the council to consider creating a tool library, similar to a regular library, where Destin residents could borrow tools for one-time use rather than purchasing them.

Mr. Ricky Lynn Grant Jr., of 175 Main Street, addressed the council with general remarks about becoming involved in the community, working with others, and pursuing personal goals, including regaining his driver's license and continuing to build a future in Destin. He expressed appreciation for the council and community, stated his desire to contribute positively, and emphasized wanting people to get along and support one another.

Mr. John Stephens, of 425 Indian Trail, informed the council that Okaloosa County's annual water safety meeting would be held the upcoming Thursday from 12:30 p.m. to 4:30 p.m. at the Destin-Fort Walton Beach Convention Center and requested that Code Compliance email all Destin livery operators to encourage their attendance, noting that because Destin has its own ordinance, attendance is not otherwise required.

### **3. CONSENT AGENDA**

#### **A. Destin Fire District-Beach Safety Contract 2026**

Councilmember Braden asked that the item be pulled for further discussion because he wanted clarification on what authority the city has over activity in the water. He questioned why the city funds lifeguard services and supports law enforcement responses for people in distress in the Gulf, yet appears unable to address vendors operating in shallow water just beyond the city's jurisdiction. He expressed concern that this creates an inconsistency in how safety and enforcement are handled. He also raised liability concerns, noting that vendors in ankle- or knee-deep water could draw children and other beachgoers into potentially dangerous conditions, such as rough surf, stingrays, or other hazards.

In response, staff noted that while the jurisdictional issue is a valid point, the city has historically chosen to help fund beach safety services as part of its responsibility to protect residents and visitors.

Councilmember Bagby then argued that Destin's vision as a family-oriented beach and fishing community supports funding lifeguards and related safety measures because the beach and Gulf are central to the city's identity and tourism economy. At the same time, he agreed that the vending issue warranted more review. Bagby proposed delaying Item 3A until the next regular meeting so staff could examine whether lifeguards could act only as observers or "scouts" who report violations to code enforcement, rather than directly enforcing rules; and whether any reimbursement or adjustment could apply if beach closures lasted for an extended period. The City Attorney cautioned that some vending issues were the subject of litigation and should not be discussed too deeply in the meeting.

**Councilmember Bagby moved to table agenda item 3A to the February 2<sup>nd</sup> city council meeting, seconded by Councilmember Trammell. Motion passed 5-1; with Councilmember Destin dissenting. Councilmember Schmidt was absent from the meeting.**

#### **B. Approval of minutes of December 1, 2025, Regular City Council Meeting**

**Councilmember Hebert moved to approve Consent Agenda item 3B, as printed above, seconded by Councilmember Trammell. Motion passed 6-0.**

#### 4. CITY MANAGER REPORTS

##### A. Hayes' Lien Reduction Request 3861 Indian Trail, #102

The City Attorney introduced the item concerning a lien reduction request under Sections 14-86 and 14-87 of the City Code for the property located at 3861 Indian Trail, Unit 102. She advised that, as of January 12, 2026, code compliance staff had informed the property owners that the outstanding lien totaled \$17,700, consisting of approximately 334 days of noncompliance at \$50 per day, plus \$1,000 in administrative fines arising from two prior code enforcement hearings. She explained that the property owners were preparing to sell the home, with closing anticipated on February 2, 2026.

Mrs. Hayes then addressed the council and requested relief from the fines. She explained that in late 2023 or early 2024 her grandmother had moved into the three-story townhouse, and her husband constructed an exterior staircase without first obtaining a permit in order to provide a safe means of egress. She stated that her husband had attempted to work through the permit process, including coming to City Hall for assistance, but found the system confusing. Mrs. Hayes said the staircase was removed within the compliance period ordered by the magistrate and the home was restored, and they believed they had satisfied the city's requirements. She stated they understood the two \$500 hearing-related fees had been imposed, but did not realize that failing to pay those fees would keep the case in noncompliance and cause the \$50-per-day fine to continue accruing. She also described subsequent personal hardships, including her grandmother's passing, both spouses losing their jobs, and filing bankruptcy, and asked the council to reduce the fines so the home could be sold without placing the family at risk of foreclosure. Later in the discussion, she also confirmed that a separate unpermitted roof/enclosure issue at the property would be removed before the February 2 closing so the buyer would not inherit that violation.

**Councilmember Trammell made the initial motion to reduce the lien to \$1,700 total, which was seconded by Councilmember Destin.**

During general discussion, some council members raised concerns about whether property owners had received clear notice that unpaid administrative fines would continue to trigger daily accruals, and staff acknowledged this case predated council's more recent direction regarding enhanced notice procedures. Staff also clarified that there was a separate, subsequent violation on the property involving an enclosed second-story balcony/roof structure that was not part of the lien currently before the council, but which the owners were in the process of removing. Council members debated whether repeated lien reductions were undermining the purpose of the magistrate and code enforcement process, with some expressing frustration that liens were often negotiated down only when properties were being sold, while others noted past problems with the permitting system and the need for compassion and clearer follow-up procedures. There was also discussion about the approximately 20 older liens still outstanding, ongoing efforts to contact those property owners, and whether the city's percentage-based lien reduction policy was functioning as intended or needed revision.

**Councilmember Bagby offered a substitute motion to assess a \$1,000 administrative fee and reduce the lien to \$3,000, for a combined total of \$4,000, contingent upon correction of the current violation prior to February 2 and without the need for a Special Magistrate hearing. Motion passed 4-2, with Council members Geile and Braden dissenting.**

Following disposition of the lien request, **Councilmember Bagby made a motion to direct staff to place the current lien-reduction policy on the agenda for the next council meeting for full discussion and possible action. As part of this agenda item, staff is to provide the total number of outstanding cases,**

the total dollar value of the associated fines, confirmation that follow-up has been made on all cases, and any recommended revisions or alternative policy options that the council can realistically and consistently enforce; and for the council to establish a clear, enforceable policy that provides direction to staff and ensures consistent application going forward. Councilmember Destin provided a second to the motion, which passed 5-1, with Councilmember Geile dissenting.

B. Mayor Pro Tem – Discussion

**Councilmember Bagby moved to appoint Councilmember Terésa Hebert as the city’s Mayor Pro Tem. The motion was seconded by Councilmember Destin and passed 6-0.**

Councilmember Trammell noted she would like to discuss, during the upcoming Visioning Session, whether current council committee assignments are still working for all members. The concern is that some members are unable to regularly attend committee meetings due to work schedules or other commitments. Councilmember Trammell suggests having a single, consolidated discussion to determine who wishes to remain on their assigned committees and to make any needed changes at one time.

The City Manager noted that the Visioning Session agenda already includes an appropriate item for this discussion – Item 6C, titled *Individual Leadership Commitments* – and advised that this topic could be addressed under that agenda item.

C. RFB 25-18-PW Pavement Marking/Road Striping Continuing Services, authorization to execute a contract

**Motion by Councilmember Destin, seconded by Councilmember Hebert, to authorize the City Manager to execute a three-year contract with Emerald Coast Striping, LLC through December 31, 2028, passed 6-0.**

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

**Councilmember Bagby moved to award RFB 25-14-PW, Fire Equipment, Alarm Monitoring, and Life Safety Systems Services to B&C Fire Safety, Inc., and authorize the City Manager to negotiate a continuing services contract for a three-year term with two optional one-year renewals and to bring the contract back for council approval at the first meeting in February 2026. Councilmember Destin seconded the motion, which passed 6-0.**

E. Capital Project Status - Informational Only

F. TDC Monthly Report - Informational Only

G. Operations Financial Report - Informational Only

H. Quarterly Investment Report - Informational Only

**Councilmember Trammell moved to direct staff to issue a Request for Proposals (RFP) to review the city’s investment portfolio at this time. Motion was seconded by Councilmember Hebert and passed 6-0.**

I. Minutes of Standing Boards and Committees - Informational Only

J. Announcements

The City Manager provided an update on several legislative matters currently under consideration in Tallahassee that could significantly affect local governments.

- 1) Regarding property taxes, multiple proposals are still being discussed and have not yet been settled into a final form. Early indications suggest the focus may be on homesteaded properties, including potential expansion of homestead exemptions, possibly up to a full exemption. Council will be kept informed as more definitive information becomes available.
- 2) House Bill 103 and Senate Bill 122, which address local business taxes, are commonly referred to as Business Tax Receipts. These bills would eliminate most local authority to levy business taxes statewide, with only limited exceptions that generally do not apply to the City of Destin. If enacted, the legislation would permanently remove a local revenue source, reduce the City's ability to align revenues with service demands, limit future budget flexibility, and further erode local financial control.
- 3) Senate Bill 548 and House Bill 1139 were presented as legislation affecting impact fees. These bills would make it significantly more difficult for cities to raise or adjust impact fees, which are paid by new development to help fund infrastructure such as roads and utilities. While promoted as a measure to reduce housing costs, the legislation would limit increases even when infrastructure demands grow, shift costs from new development to existing residents, increase legal risks if fees are challenged, and reduce funding options for capital improvements.
- 4) Senate Bill 1138 and House Bill 927, which deal with qualified contractors. This legislation would allow private contractors to certify that development projects meet city requirements and would require cities to accept those certifications without discretion. For a city the size of Destin, this would require certifying multiple contractors whose approvals would effectively replace the City's review authority, significantly reducing local oversight of development approvals.
- 5) House Bill 1049 concerning building permit requirements. This bill would expand the types of home improvement projects that do not require a building permit and limit the City's ability to tailor permitting rules to local conditions. Specifically, projects costing less than \$7,500 would be exempt from permitting requirements, creating concerns about oversight and enforcement.
- 6) Additional building permit legislation was discussed, including House Bill 803 and Senate Bill 1234. These bills would establish more uniform statewide timelines for permit issuance and inspections and expand the use of private inspectors. While these changes could speed up approvals, they would reduce flexibility for cities managing complex developments, particularly in coastal and flood-prone areas.
- 7) Senate Bill 840, described as a corrective measure to Senate Bill 180. While the full extent of the fix is still unclear, the bill would reduce the affected area from 100 miles to 50 miles and shorten the applicable timeframe so that it expires on July 1 of this year instead of 2027. The bill is sponsored by the same legislator as Senate Bill 180, which may help advance the effort and provide some relief.

The City Manager concluded by offering to convey any council actions or positions to Tallahassee and confirmed that staff will continue to monitor these legislative issues and keep the council apprised as they move forward.

- 8) The mayor updated the council on the status of the Marler Bridge, noting that the PD&E study is currently on hold pending completion of a rehabilitation versus replacement analysis. He stated there is no other reason for the delay. The mayor recommended that the City of Destin proactively engage FDOT leadership to clearly communicate the City's position that bridge replacement is preferable to rehabilitation, citing safety, evacuation routes, level of service, intercoastal connectivity, height limitations, military support, land-use consistency, and long-term planning considerations. He requested council directions to allow him and the City Manager to meet directly with FDOT to convey the council's objectives.

**Councilmember Hebert moved to authorize the mayor and the City Manager to meet with FDOT leadership in Chipley to discuss the Marler Bridge, and to convey the city council's objectives and concerns. Motion was seconded by Councilmember Bagby and passed 6-0.**

Additional announcements from the Public Information Director:

- 9) The city will hold its visioning session on Friday at 9:00 a.m. at the Annex. Several community partners have already confirmed their attendance, including Destin Fire, the Okaloosa County Sheriff's Office, and the Chamber. Representatives from these organizations will be present, and the public is encouraged and welcome to attend.
- 10) The city would like to extend sincere thanks to Congressman Petronis, Senator Scott, their respective offices, the U.S. Coast Guard, the Florida Fish and Wildlife Conservation Commission, and all the citizens who participated in the letter-writing campaign related to navigational aids. Their collective efforts were greatly appreciated.
- 11) Regarding navigational aids, the city has seen some initial progress with lights recently being installed. More importantly, the U.S. Coast Guard has now committed funding for the necessary infrastructure improvements. The city is currently awaiting a timeline for when this work will be completed.
- 12) The annexation survey officially closed today, with a total of 151 responses received. The consultant has provided the raw data, which staff will compile into clear, easy-to-read pie charts for Council's review.
- 13) The compiled survey results will be distributed to council within the next couple of days. Survey calls have concluded, all data has been collected, and staff will meet tomorrow to review, filter, and finalize the remaining charts before sharing the information.

## **5. PUBLIC HEARINGS**

- A. First reading of Ordinance 25-26-LC - 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"; amending and updating regulations relating to Nonconformities; creating an exception for structures located within the South Harbor Mixed Use district (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 first 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”; AMENDING AND UPDATING REGULATIONS RELATING TO NONCONFORMITIES; CREATING AN EXCEPTION FOR STRUCTURES LOCATED WITHIN THE SOUTH HARBOR MIXED USE DISTRICT (SHMU) THAT ARE DAMAGED BY NATURAL DISASTERS OR CERTAIN OTHER FORCES MAJEURE BY GREATER THAN FIFTY PERCENT AS SET FORTH HEREIN; 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 discussion and consideration.

**Councilmember Bagby moved for the approval of Ordinance 25-26-LC on first reading with the amendment that paragraph 3.06 specify that billboards may not be improved. Motion was seconded by Councilmember Hebert.**

As explained by the Community Development Director, the existing language stated that offsite signs, billboards, or permanent outdoor advertising sign structures or portions thereof requiring a building permit “shall not be repaired or replaced.” At Councilmember Bagby’s request, the word “improved” was added so the revised language would read that such signs or structures “shall not be improved, repaired, or replaced.”

Councilmember Bagby explained that he requested this change to prevent billboards from being upgraded in ways that would allow them to remain in use indefinitely, specifically mentioning additions such as solar panels and lights. He indicated that without including the word “improved,” the ordinance might still allow enhancements that would extend the life and continued operation of these structures.

More discussion followed regarding the broader purpose of the ordinance. Councilmember Braden expressed concern about the stated goal of preserving the harbor’s heritage, commenting that he had not been shown any buildings in the area that represented that heritage and questioning what, specifically, the ordinance was preserving. He also remarked that some buildings in the area should be removed and suggested that if structures were destroyed by a hurricane, they should be allowed to be rebuilt subject to applicable updates. Councilmember Destin disputed the idea that the city had no heritage.

**Motion passed 4-2, with Council members Geile and Braden dissenting.**

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

A. Councilmember Braden

B. Councilmember Trammell

1) Nomination of Ms. Megan Gehlbach to the Board of Adjustment

Item pulled from the agenda.

Councilmember Trammell addressed ongoing correspondence requesting support for a resolution opposing offshore drilling in the Gulf. She expressed concern that, despite the city having previously taken action on this issue, the requests continue to suggest no resolution has been completed. Staff will follow up to confirm whether the resolution was formally adopted and transmitted, and if not, to bring a resolution back to council at the next meeting.

Councilmember Trammell shared information on behalf of the Parks Foundation regarding a conceptual rendering for improvements to the pavilion at Clement Taylor Park. The rendering reflects a design inspired by the site's historical significance as the location of the original schoolhouse. She emphasized that the image is only a concept and that no permitting or formal city approvals have been requested at this time. The Foundation will begin fundraising efforts, including a "buy-a-brick" initiative, with its first fundraiser scheduled for Friday, February 13, at LaPaz Restaurant and Local Market. Council members will receive invitations to the event.

C. Councilmember Destin

**Councilmember Destin moved to direct the mayor, in coordination with the City Manager and City Attorney, to prepare a presentation and deliver it at the County Commission's second meeting in February. The purpose of the presentation is to inform the County Commission that the city is prepared to participate in their efforts to comply with the State's directives and to work collaboratively toward an interlocal agreement. The motion further directs that the city's cooperative efforts be communicated to the Florida Department of Environmental Protection and other affected state officials to demonstrate the city's good-faith compliance with those directives. Motion was seconded by Councilmember Braden and passed 6-0.**

D. Councilmember Bagby

**Councilmember Bagby made a motion directing staff to draft a resolution, along with a cover letter, addressed to the Secretary of the Department of Environmental Protection, with courtesy copies to the Cabinet and the local legislative delegation. The resolution would request that the City of Destin be named in the lease agreement as the managing entity for the four-acre park, based on the city's ownership of the roadway through the park and its management of an adjoining parcel. Councilmember Hebert seconded the motion, which passed 6-0.**

Councilmember Bagby stated that the drafted resolution is not to be transmitted at this time and must return to the city council for further consideration. He explained that sending the resolution would be contingent upon the outcome of the Mayor's and City Manager's presentation to the Board of County Commissioners, specifically at their second meeting in February. If that presentation does not result in the desired action by the city, Councilmember Bagby indicated he would then move for the resolution to be sent.

**Councilmember Bagby made a motion to approve the Harbor CRA Work Plan as presented by the Harbor CRA Board Chairman earlier this evening. The motion was seconded by Councilmember Hebert and passed, 6-0.**

E. Councilmember Hebert

F. Councilmember Geile

Council discussed a request related to a minor development order for a canopy over an existing paved area, expressing concern that the LDC language required unnecessary fees and review for projects that do not change use, intensity, or impervious surface. Members agreed the issue stemmed from code interpretation and outdated wording, not staff action. The council emphasized the need for clearer LDC language to avoid similar situations in the future.

**Councilmember Geile made a motion directing staff to review and address the issue through code clarification or amendment, seconded by Councilmember Hebert. The motion passed 6-0.**

G. Councilmember Schmidt

H. Mayor Wagner

I. City Attorney

1) City Manager Contract - Anniversary of Agreement

**Motion by Councilmember Bagby, seconded by Councilmember Trammell to approve a performance/retention-based fee increase of 4% in addition to the City Manager's cost-of-living adjustment passed 6-0.**

**7. PUBLIC COMMENTS**

**ADJOURNMENT**

**Having no further business at this time, the meeting was adjourned at 8:20 PM**

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**Bobby Wagner, Mayor**

**ATTEST:**

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**Rey Bailey, City Clerk**

**MINUTES  
EXECUTIVE SESSION  
CITY COUNCIL  
MARCH 2, 2026  
5:45 PM  
CITY HALL ANNEX COUNCIL CHAMBERS**

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

**Council Present**

Mayor Bobby Wagner	Councilmember Dewey Destin
Councilmember Kevin Schmidt	Councilmember Jim Bagby
Councilmember Terésa Hebert	Councilmember Rodney Braden
Councilmember Sandy Trammell	Councilmember Torey Geile (arrived: 5:55 pm)

**Staff Present**

City Manager Larry Jones  
City Clerk Rey Bailey  
City Attorney Kimberly Romano Kopp  
Litigation Attorney William G. Warner, Esq.

**Others Present**

Sherry Bennett, Certified Court Reporter

**CALL TO ORDER**

**Mayor Wagner convened the meeting and announced that:**

*“This session of the Destin City Council is hereby convened as noticed by publication in a newspaper of general circulation, The Daily News, on Friday, February 27, 2026.”*

**The City Attorney states as follows:**

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

***Rainbow Frost Ice Cream, Inc.; Ronald Ellison and William Ellison ,  
Plaintiffs v. City of Destin, Florida, Defendant, et al in the U.S. District Court,  
Northern District of Florida, Pensacola Division, Case No. 3:25-cv-00550-MCR-  
ZCB (ECF 20) (“Lawsuit”)***

*may receive the council’s advice regarding the strategy to be used in this case and the type of expenses to be incurred.”*

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

*In addition to the Mayor Pro Tem and City Council members in attendance tonight, the following individuals will attend the session:*

***Attorneys for the City:***            ***William G. Warner, Esq***  
***Warner Law Firm, P.A.***  
***519 Grace Avenue***  
***Panama City, Florida 32401***

***Kimberly Romano Kopp, Esq., LEED AP***  
***Romano Kopp Law, PA.***  
***P.O. Box 5524***  
***Destin, Florida 32541-0445***

***City Manager***                            ***Larry Jones***

**The City Attorney (Cont.)**

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

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

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

**The City Attorney (Cont.)**

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

Mayor Wagner states that:

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

Individuals whose names are not listed in the published notice left the room and the executive session convened.

Once the closed session ended and the City Clerk has returned, the mayor states:

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

**Councilmember Destin moved to accept the negotiated settlement as presented, seconded by Councilmember Hebert. Motion passed 5-2, with Council members Bagby and Schmidt dissenting.**

**ADJOURNMENT:**

**Having no further business at this time, the mayor adjourned the meeting at 6:13 PM.**

**ADOPTED THIS 16<sup>TH</sup> DAY OF MARCH 2026**

**By:**

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**Bobby Wagner, Mayor**

**ATTEST:**

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**Rey Bailey, City Clerk**

**MINUTES  
EXECUTIVE SESSION  
CITY COUNCIL  
MARCH 2, 2026  
5:15 PM  
CITY HALL ANNEX COUNCIL CHAMBERS**

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

**Council Present**

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

**Staff Present**

City Manager Larry Jones  
City Clerk Rey Bailey  
City Attorney Kimberly Romano Kopp  
Litigation Attorney William G. Warner, Esq.

**Others Present**

Sherry Bennett, Certified Court Reporter

**CALL TO ORDER**

**Mayor Wagner convened the meeting and announced that:**

*“This session of the Destin City Council is hereby convened as noticed by publication in a newspaper of general circulation, The Daily News, on Friday, February 27, 2026.”*

**The City Attorney states as follows:**

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

***Kristopher Ross Mercurio v. City of Destin, 2022 CA 3170 (Okaloosa County)***

*may receive the council’s advice regarding the strategy to be used in this case and the type of expenses to be incurred.”*

*The entire session would be recorded by a court reporter, the transcript would be filed with the City Clerk, and available to the public at the conclusion of the litigation discussed*

today. A copy of the published notice of this executive session is hereby identified as Exhibit A and will be attached to the transcript of this executive session.

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

**Attorneys for the City:**            **William G. Warner, Esq**  
   **Warner Law Firm, P.A.**  
   **519 Grace Avenue**  
   **Panama City, Florida 32401**

**Kimberly Romano Kopp, Esq., LEED AP**  
**Romano Kopp Law, PA.**  
**P.O. Box 5524**  
**Destin, Florida 32541-0445**

**City Manager**                        **Larry Jones”**

**The City Attorney (Cont.)**

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

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

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

**The City Attorney (Cont.)**

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

Mayor Wagner states that:

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

Individuals whose names are not listed in the published notice left the room and the executive session convened.

Once the closed session ended and the City Clerk has returned, the mayor states:

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

**Councilmember Bagby moved to accept the recommended amount of the settlement. Councilmember Trammell provided a second to the motion, which passed 5-1, with Councilmember Braden dissenting. Councilmember Geile was absent.**

**ADJOURNMENT:**

**Having no further business at this time, the mayor adjourned the meeting at 5:30 PM.**

**ADOPTED THIS 16<sup>TH</sup> DAY OF MARCH 2026  
By:**

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**Bobby Wagner, Mayor**

**ATTEST:**

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**Rey Bailey, City Clerk**

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** March 16, 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:** Noell Bell, Chief Building Official

**DATE:** March 11, 2025

**SUBJECT:** Scheduling of Quasi-Judicial Hearing for Harbor Walk Village PH 2

---

## **I. BACKGROUND:**

The first HarborWalk Village (HWV) Development Order (DO-02-55) was issued on January 28, 2003, with various subsequent approved amendments, including DO-10-02 (November 5, 2009), which provided for Phase II of the HWV Development (“Phase II DO”).

The property owner approached the City requesting modifications to the Phase II DO plans by submitting directly to the building department for construction permits. However, the City denied this request. Staff determined that the project's proposed modifications may require an amendment to the previously approved development order pursuant to the Land Development Code, and that the City Council is the appropriate entity to make this determination.

As such, the applicant came before the City Council on April 21, 2025 for a question and answer session regarding Phase 2 of Harborwalk Village. At that time, Council was informed that a formal quasi-judicial hearing would be scheduled at a later date for full review of the Phase 2 Plans and a determination as to whether the Plans are consistent with the existing Phase 2 development order. It has been approximately a year since Council last heard from the applicant on this item, and staff has been reviewing the application and any modifications to the application since that time.

This agenda item seeks input from the City Council on scheduling the quasi-judicial hearing for consideration of the Harbor Walk Village Phase 2, development order (review to determine whether in compliance with existing development order).

**II. DISCUSSION:** The applicant and staff have discussed whether to proceed to a special meeting or to proceed to the regular meeting of the City Council on April 7, 2026 for the

applicant's quasi judicial hearing for HWV PH 2. In the past, Council has elected to hold a special meeting for some major developments in order to respect the time of the applicant and all interested parties, rather than attempt to add the applicant to a regular agenda. At this time, staff is seeking direction from Council as to whether to convene a special meeting for Harbor Walk Village Phase 2, or whether to include this item on the April 7, 2026 regular City Council meeting agenda. The applicant has requested to be included on the April 7, 2026 agenda.

**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:** In the interest of time for all parties involved, including the applicant, public, and city council, the council may want to consider a special meeting for this item, which is one of the largest and impactful developments within the City. In the alternative, the item may be added to a regular agenda (such as April 7, 2026) if Council deems a special meeting is not necessary or desirable.

**IV. RECOMMENDED MOTION:** I move to direct staff to schedule the Harbor Walk Village PH 2 application at a special meeting to be held on \_\_\_\_\_, 2026.

Or

I move to direct staff to schedule the Harbor Walk Village PH 2 application on April 7, 2026, and add this item to a regular agenda.

Attachments:

None

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** March 16, 2026  
**TYPE OF AGENDA ITEM:** Action Item  
**AGENDA OUTLINE NUMBER:** 4.B.

---

**TO:** City Council

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

**FROM:**

**DATE:** February 20, 2026

**SUBJECT:** Update: Newly Acquired State Park on Holiday Isle

---

**I. BACKGROUND:** During the March 2, 2026 regular City Council meeting, two motions were made regarding the newly acquired State Park property located within Holiday Isle in the City of Destin ("Property").

1. The City Council discussed whether the Property should be rezoned from High Density Residential to Conservation. Several Council members supported potentially changing the future land use designation and zoning of the Property at this time, while others indicated this discussion should occur only after the State takes further action with respect to the Property.

**Councilmember Destin moved to add the matter of rezoning the state park property on Holiday Isle for Conservation to the next council meeting agenda. The motion was seconded by Councilmember Hebert and passed 7-0.**

2. The City Council discussed whether the City should work with the State at this time to obtain a leasehold interest in the Property such that the City could manage it with the rest of the property the City owns in that area, including Norriego Point Park and the City's fee simple right-of-way. Councilmember Schmidt moved to direct the City Manager to prepare a request to the State of Florida for a lease of the Property for the City of Destin. The motion was seconded by Councilmember Hebert.

Supporters of the motion said the City should pursue control of property that is enclosed within the City's limits (which is also fully surrounded by City-owned conservation property and a City residential area with interested residents). Opponents stated the process to obtain the lease is unclear, that Okaloosa County was considering an interlocal with the City at their BCC meeting to be held the day after the Council meeting (March 3rd BCC meeting), and that the City Council should first understand the procedural steps before taking action.

**Councilmember Destin made a substitute motion to delay and place consideration of the lease request on the next council meeting agenda. The motion was seconded by Councilmember Bagby and passed 5-2, with Council members Geile and Schmidt dissenting.**

**II. DISCUSSION:** As discussed at prior meetings both at the City and County level, the current land use entitlements for the State Park property adjacent to the City's Norriego Point Park prohibit all nonresidential uses. Since it appears a condo will not be built on the property, given that the State's purchase was described as for "conservation," the entitlements of the property should be updated so that the property may be maintained for non-residential purposes. This process would include:

1. Amendment to the City's Comprehensive Plan (Future Land Use Designation on the Property)
2. Rezoning of the Property, and
3. Amendment to the existing Development Order.

All three of these referenced land use applications would require City Council approvals and public hearings with the public invited to participate, which would occur generally as follows:

Public Hearing One: Future Land Use Map (FLUM) amendment at Land Planning Agency (LPA) meeting

Public Hearing Two: Rezoning at LPA meeting

(Public hearings 1 and 2 would likely be done at the same LPA meeting)

Public Hearing Three: FLUM amendment at City Council meeting (first reading of FLUM ordinance)

Public Hearing Four: Rezoning at City Council meeting (first reading of zoning ordinance)

(Public hearings 3 and 4 would likely be done at the same City Council meeting)

Public Hearing Five: FLUM amendment at City Council meeting (second reading of FLUM ordinance)

Public Hearing Six: Rezoning at City Council meeting (second reading of zoning ordinance)

(Public hearings 5 and 6 would likely be done at the same City Council meeting)

Notably, as has been discussed, the docks are legally classified as a residential use tied to a condominium that was never constructed. Without amendment to the Development Order, the docks cannot lawfully be used independently. In order to comply with existing codes, the docks would need to be removed or a Major Amendment to Development Order 21-23 would be required, with an additional public hearing before the City Council. Note that Development Order 21-23 prohibits all nonresidential uses of the docks, including but not limited to slip rentals, commercial uses, or any uses that involve boat traffic at a frequency or intensity not typical of a residential area.

The Comprehensive Plan states, in relevant part that:

***OBJECTIVE 1-2.8: CONSERVATION LAND USE DESIGNATION.*** *The FLUM (Map 1-1), shall identify lands that are environmentally fragile for long-term preservation by designating them as "CON." Environmentally fragile lands shall be referred to as conservation resources, which are defined in Rule 9J-5.003(30), Florida Administrative Code. The protection and*

*preservation of conservation resources shall be achieved through the implementation of the following Policies.*

***Policy 1-2.8.1: Conservation (CON).*** *The FLUM shall designate lands that are natural and coastal resources as "CON." It is the intent of the "CON" land use designation to provide for the long-term protection and preservation of environmentally sensitive natural resource systems. The LDC shall be amended to ensure no development is permitted within "CON" designated areas, other than beach accessways, such as dune walkovers, parking, docks, restroom facilities, and passive recreation.*

The City's Land Development Code is consistent with the Comprehensive Plan, pursuant to State Law.

Importantly:

- Norriego Point Park, which is adjacent to the newly acquired State Park, contains the Conservation (CON) future land use designation and zoning.
- The Conservation district is **highly restrictive** and intended for environmental preservation.
- Marinas are **not** permitted in either the Conservation (CON) Future Land Use Designation and Zoning District.
- Under the City's Land Development Code (Section 7.12.06(BB) and Table 7-2), development within CONSERVATION (CON) is limited to beach accessways such as dune walkovers, parking areas, docks, restroom facilities (up to one story), and passive recreation. Norriego Point currently holds a Future Land Use Designation and Zoning of Conservation, and this zoning would maintain consistency between the State and City Park.

Finally, please note that if the future land use and zoning for this Property are changed, any proposed use would still need to be consistent with all additional applicable provisions of the Comp Plan and LDC, State and federal permitting requirements, any applicable easements, and any required development order amendments.

With respect to obtaining a lease on the property, the City Manager and City Attorney are reviewing the appropriate processes and potential next steps with either Okaloosa County or the State of Florida, as appropriate. As of the date of this agenda item, the Property is owned by the State of Florida, and there is no known entity with a leasehold interest or approved management plan for the Property.

Okaloosa County did not approve an interlocal with the City at its March 3rd BCC meeting. As such, the City Attorney, County Attorney, Commissioner Palmer and Council Member Destin met on March 9, 2026 to further discuss a modified interlocal. As of the date of this agenda item, there is not a revised draft interlocal for consideration by the governing bodies of the City and County.

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

**B. Effect on Budget (EOB):**

**C. Level of Service (LOS):**

**D. Legislative Sponsor:** City Council on February 17, 2026 and

March 2, 2026

**E. Business Impact Statement:**

**III. CONCLUSION:** At this time, the County does not have a legal interest or lease on the property, and there is no approved management plan. The City and its residents have expressed serious interest in the future land use, zoning, and conservation status of the Property. Staff recommends that the City Council continue to receive and consider public input on these items.

**IV. RECOMMENDED MOTION:** Take no formal action at this time but include an additional update on the newly acquired state park on the next City Council meeting agenda and evaluate options at that time, while continuing to receive and evaluate public input.

Attachments:

None

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** March 16, 2026  
**TYPE OF AGENDA ITEM:** City Manager Report  
**AGENDA OUTLINE NUMBER:** 4.C.

---

**TO:** City Council

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

**FROM:** Christopher Koch, Code Compliance Manager  
Lisa Firth, Parks & Rec Director  
Noell Bell, Chief Building Official

**DATE:** 03/09/2026

**SUBJECT:** Joe's Bayou Commercial Activity Plan

---

**I. BACKGROUND:** During the March council meeting, this motion was passed.

The city council has requested that the city administration present a comprehensive plan at the next council meeting outlining how Joe's Bayou will be properly covered and how unauthorized operators at Joe's Bayou will be effectively regulated and brought under control.

**II. DISCUSSION:** Staff is presenting this plan for the enforcement guidelines on unauthorized commercial livery operations.

- 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 intent of this plan to help enforce the unauthorized activity of commercial livery operations at Joe's Bayou.

**IV. RECOMMENDED MOTION:** Council's Discretion

Attachments:

1. Joe's Bayou



## **Joe's Bayou Illegal Commercial Livery Enforcement Plan**

### **Purpose**

The purpose of this enforcement plan is to deter and prevent unauthorized commercial livery operations at Joe's Bayou boat ramp.

### **Enforcement Strategies**

#### **1. Public Notice and Signage**

- Install an electronic signboard at Joe's Bayou advising that commercial activity is prohibited. (Complete)
- Signage will clearly state that unauthorized commercial operations are subject to enforcement action and fines in accordance with applicable city ordinances.

#### **2. Monitoring and Surveillance**

- Utilize the existing camera system at Joe's Bayou to monitor activity and document potential violations. We will utilize this system by:
  - a. Monitoring the cameras when staff are in the office, to assist with responding to reported complaints.
  - b. Review footage to support the investigation process.

#### **3. Visible Staff Presence**

- Code Compliance and Parks & Recreation staff will monitor, document, and enforce any violations they observe.
- Staff presence during peak pickup and drop-off times will serve as a deterrent to unauthorized commercial operations. Staff coverage will focus on the activity windows of 8:00 am-11:00 am (pickup) and 2:00 pm-5:00 pm (drop-off).

#### **4. Documentation and Investigation**

- Maintain records of boat registrations associated with suspected unauthorized commercial livery operations.
  - a. Use this information in investigations to help verify whether vessels are operating in violation of the livery ordinance.
  - b. Utilize images and photographs to track repeated vessels and operators involved in potential violations.
- This documentation will support enforcement actions if violations exist or persist.

#### **5. Enforcement Actions**

- Enforcement actions do include warnings, fines, trespass warnings (which may lead to arrest), and hearings before a Special Magistrate.
- Work with the current authorized livery businesses to identify and investigate other areas of concern with unauthorized commercial livery operations.

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** March 16, 2026  
**TYPE OF AGENDA ITEM:** City Manager Report  
**AGENDA OUTLINE NUMBER:** 4.D.

---

**TO:** City Council

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

**FROM:** Jamie Haynes

**DATE:**

**SUBJECT:** City Clerk Confirmation

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**I. BACKGROUND:** The City Clerk position was advertised from January 26, 2026 to February 28, 2026. We received and screened 55 applications for minimum qualifications. Of the 55 applications 3 were identified as highly qualified and were subsequently interviewed.

**II. DISCUSSION:** Ms. Lisa Wallace brings nearly three decades of municipal government experience, including significant experience in roles supporting City Council operations and municipal administration. Early in her career, Lisa served as Clerk/Treasurer for the Town of Summerville, South Carolina, where she attended and prepared minutes for council and committee meetings, coordinated municipal elections, maintained the municipal code of ordinances, and served as staff liaison to various boards and committees. In this role, Lisa also monitored town finances, assisted with budget preparation, and managed purchasing and permitting processes. Lisa is a Certified Municipal Clerk, having graduated from the South Carolina Municipal Clerks and Treasurer's Institute. Throughout her career, she has continued to work closely with elected officials while serving in senior administrative roles, including Director of Administrative Services, Assistant Town Administrator, City Manager, Assistant City Manager, and most recently, Town Administrator for the Town of Summerville. These positions provided extensive experience preparing ordinances and policies for council consideration, coordinating council meetings and retreats, and ensuring compliance with municipal procedures and state law. Lisa holds a Bachelor of Science degree from Charleston Southern University and is a graduate of Clemson University's Palmetto Leadership Program. Her combination of direct clerk experience and senior municipal leadership provides a strong foundation for effectively serving as City Clerk.

**A. Link to Strategic Goals / Objectives:** Financially Sound City

Providing Service Excellence

**B. Effect on Budget (EOB):** This is an approved position in the FY26 operating budget.

**C. Level of Service (LOS):**

**D. Legislative Sponsor:**

**E. Business Impact Statement:**

**III. CONCLUSION:** With Ms. Wallace's extensive knowledge and experience, she will make a welcome and valuable addition to Team Destin.

**IV. RECOMMENDED MOTION:** I move to confirm the City Manager's recommendation to hire Lisa Wallace as the City Clerk.

Attachments:

1. Wallace Resume  
2026\_ (003)

**Summary of Qualifications**

**Town of Summerville, S.C.**

**2021 - 2024 (Also 1996-2016)**

*Town Administrator*

**Core Duties:**

- Administered policies and ordinances set forth by Town Council. Managed day-to-day operations of all town departments. Departments included Finance, Administration, Public Safety, Engineering and Public Works, Parks and Recreation, Planning, Building and Codes, Economic Development, and Capital Projects.
- Established long-range plans, goals and strategic objectives in coordination with Town Council.
- Coordinated emergency management activities of town government with other agencies including other municipal, county, state, and federal agencies.
- Negotiated major contracts and secured financing for large-scale capital projects.
- Prepared and administered the town's annual budget (\$45 million).
- Drafted legislation and policy proposals for Council's consideration.
- Led inquiries and developed solutions to address legal and personnel matters; implemented organizational changes and made recommendations on policy improvements.
- Represented the town at various community and statewide meetings to advocate for the town's interests.

**Major Accomplishments:**

- Created Midtown TIF (Tax Increment Finance District) for capital funding and redevelopment of stormwater, roadway, and other public infrastructure improvements in the town's central district.
- Secured over \$20 million in grant funds for the Town's Main Street Resiliency program and Public Safety Complex.
- Redesigned the Town's procurement policies to optimize efficiency and take advantage of cost-saving opportunities.

**City of Myrtle Beach, S.C.**

**2019 - 2021**

*Assistant City Manager*

**Core Duties:**

- Directed assigned city departments including Capital Projects, Public Works, Water and Sewer, Solid Waste, Engineering, Parks and Recreation, Sports Tourism, Construction Services, Code Enforcement, Neighborhood Services, Research and Development, Fleet Maintenance, and the City Clerk's office in their daily operations.
- Established long-range plans, goals and objectives; worked with department heads to ensure programs, systems and services support the city's goals and objectives.
- Coordinated submission of budget proposals of assigned departments including a 5-year (\$278 million) capital projects budget; monitored revenues and expenditures of assigned departments; submitted financial reports to City Council.
- Managed various special projects, prepared bid proposals; reported study findings and recommendations to City Council.

**Major Accomplishments:**

- Created a specialized court to address municipal code violations including building and property maintenance codes.
- Established an improved collection mechanism for a special purpose tax and municipal improvement district.
- Effectively maintained departmental operations and continuity of services throughout the pandemic.

**City of York, S.C.**  
**City Manager**

**2016 – 2019**

**Core Duties:**

- Managed the daily operations of all departments of the city.
- Prepared and administered an annual operating budget for the city including a water and sewer utility enterprise fund; advised City Council of financial conditions and future needs.
- Performed long range planning for water and sewer utilities to ensure adequate facilities to meet demands and regulatory growth.
- Prepared requests for proposals (RFPs) and requests for qualifications (RFQs) for major purchases and contracts for the city.
- Negotiated contracts and other legal documents and ensured that city ordinances and state and federal laws were duly enforced.
- Oversaw the administration of various grants including Community Development Block (CDBG) Grants, Rural Infrastructure Authority (RIA) Grants and Parks, Recreation and Tourism (PRT) Grants.

**Major Accomplishments:**

- Spearheaded the redevelopment of underutilized city-owned properties and transformed them into vibrant community spaces to promote recreation and community engagement.
- Secured funding and negotiated the development of City Park in downtown York which has become a city focal point.
- Upgraded the City's technology infrastructure including a new website and online access to city services.

**Town of Summerville, S.C.**  
**Director of Administrative Services and  
Special Assistant to the Mayor (2011 – 2016)**

**1996 – 2016**

- Supervised all administrative department heads and personnel which included Finance, IT, Human Resources, Purchasing, Municipal Court and Grants Administration.
- Prepared for and attended all finance committee and council meetings including workshops, budget retreats and planning retreats.
- Coordinated annual budget preparation and made recommendations on departmental appropriations, capital purchases and grant awards.
- Oversaw bidding process and assisted in preparing bid packages including RFQ's. RFP's and negotiated contracts and agreements for various town services.
- Managed the town's grants programs (including CDBG, hospitality and accommodations tax grants).
- Prepared ordinances, resolutions and policies for council's consideration.
- Developed and managed special projects and programs as directed by council.
- Conducted investigations and provided solutions involving administrative issues and/or personnel matters.
- Reviewed legal matters and served as point of contact with appointed attorneys.
- Represented town at various meetings within the community and throughout the state.
- Attended conferences, training, and other meetings related to town government and operations
- Investigated citizen complaints and took necessary action to address issues.

***Assistant Town Administrator (2004 – 2011)***

- Managed all town department heads and provided assistance to Town Administrator with day-to-day operations of the town; served as Town Administrator in his absence.
- Managed special projects assigned by the Town Administrator.
- Assisted administrator in developing goals and objectives and helped formulate comprehensive and strategic plans to attain such goals and objectives.
- Proposed changes to town ordinances in accordance with town policies; prepared press releases
- Designed, supervised and coordinated special programs as directed by the administrator.

- Prepared ordinances, resolutions and proclamations for approval.
- Investigated and took necessary action on concerns and complaints of citizens.
- Prepared for and attended finance committee and council meetings including all work sessions.
- Planned and coordinated annual council retreats and budget retreats.
- Served as staff liaison to accommodations tax and hospitality tax advisory committees.
- Attend conferences, training sessions and meetings related to the management of town government and operations.

#### ***Clerk/Treasurer (1996 – 2004)***

- Certified Municipal Clerk; monitored all town finances.
- Prepared minutes and attended all finance committee and town council meetings.
- Coordinated council retreats, department head meetings and other municipal functions.
- Provided monthly financial reports and assisted in annual budget preparation.
- Conducted town elections; maintained municipal code of laws.
- Served as staff liaison to Accommodations Tax Advisory Committee and various other committees.
- Business License Official.
- Developed and managed the purchasing/bidding process.
- Issued permits for picketing and parades.

#### **Charleston Southern University *Assistant to the President***

**1995 – 1996**

- Prepared for and attended all Board of Trustees meetings.
- Assisted President in keeping good rapport with board members, staff, and students.
- Maintained President's calendar and arranged for all appointments.
- Drafted responses to correspondence on President's behalf.
- Prepared for and attended all Department Head meetings.
- Coordinated University functions.

#### **Education**

- Graduate of Charleston Southern University, Bachelor of Science
- Graduate of S.C. Municipal Clerks and Treasurer's Institute - Certified Municipal Clerk
- Graduate of Clemson University's Palmetto Leadership Program

#### **Professional Associations**

- Past President, S.C. Municipal Finance Officers, Clerks & Treasurer's Association
- Member of S.C. City and County Managers Association (SCCCMA)
- Member International City/County Management Association (ICMA)
- Past Board Member of Sculpture in the South

#### **References**

- Available upon request

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** March 16, 2026  
**TYPE OF AGENDA ITEM:** City Manager Report  
**AGENDA OUTLINE NUMBER:** 4.E.

---

**TO:** City Council  
**THRU:** Larry Jones , City Manager  
**FROM:** Jamie Haynes  
**DATE:** 03/11/2026  
**SUBJECT:** City of Destin Employee Commuter Survey- Informational Only

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**I. BACKGROUND:** Councilmember Schmidt asked the City Manager to identify the individuals, groups, or organizations that might have an interest in or benefit from a Mid-Bay Bridge toll supplement, and to provide an analysis of the potential costs associated with such a supplement.

**II. DISCUSSION:** A total of 56 staff members responded to the survey, with all responses collected via a single web link collector between March 5 and March 11, 2026. 55% (31 respondents) of respondents do not regularly cross a toll bridge for their commute. About 29% (16 respondents) cross every workday, 11% (6 respondents) occasionally, and 5% (3 respondents) several times per week.

Staff contacted the Executive Director of the Mid-Bay Bridge Authority to discuss the possibility of discounted rates for City Employees. Currently, commuters/frequent users with 32 transactions on the Mid-Bay Bridge during a calendar month receive an additional \$1.00 rebate per transaction. Used in conjunction with the Sunpass, this offers a 50% discount on the toll usage.

Below is a summary of the potential costs of traveling on the Mid-Bay Bridge based on individual schedule or circumstance:.

Cash: \$4.00 per transaction

Sunpass: \$3.00 per transaction

Sunpass with frequent user rebate: \$2.00 per transaction

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

**B. Effect on Budget (EOB):** A stipend for those who use the toll bridge as their primary route to work, assuming all toll commuters participated in the

survey, would yield an annual expense to the City of approximately \$15,360.00. This is based on an employee who commutes 5 days a week and receives the Sunpass frequent user discount.

**C. Level of Service (LOS):**

**D. Legislative Sponsor:**

**E. Business Impact Statement:**

**III. CONCLUSION:** Discussions with the Executive Director of the Mid-Bay Bridge Authority confirmed that frequent commuters may qualify for an existing rebate program that provides an additional \$1.00 rebate per transaction after 32 monthly crossings. When used in conjunction with a SunPass, this effectively reduces the toll rate by approximately 50%. If the City were to provide a stipend for employees who rely on the toll bridge as their primary route to work, and assuming all toll commuters participated in the survey, the estimated annual fiscal impact to the City would be approximately \$15,360.

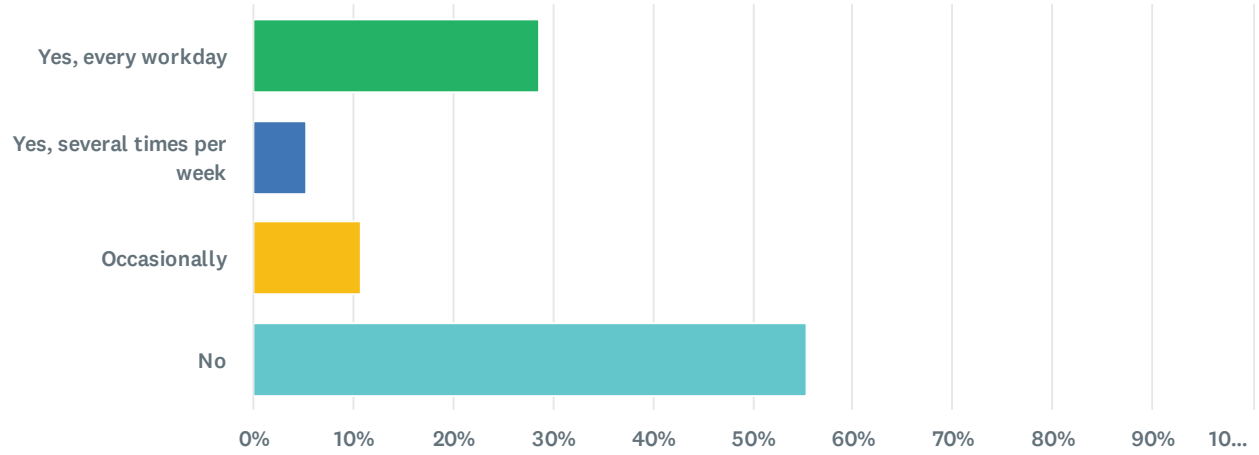
**IV. RECOMMENDED MOTION:** This report is for informational purposes only.

Attachments:

1. City of Destin  
Commuter Survey

# Q1 Do you regularly cross a toll bridge as part of your commute to or from work?

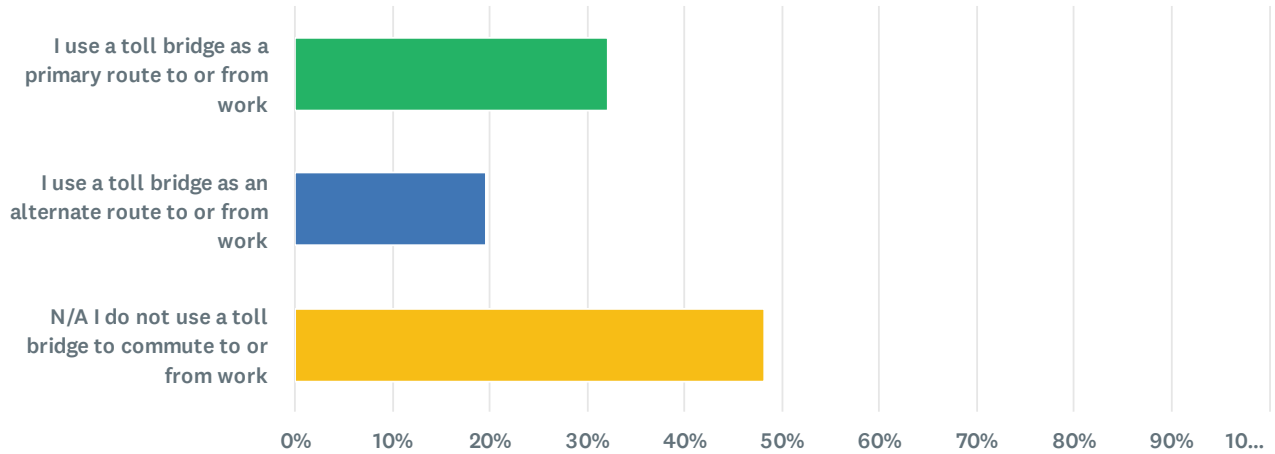
Answered: 56 Skipped: 1



Answer Choices	Percentage	Responses
<span style="color: green;">●</span> Yes, every workday	28.57%	16
<span style="color: blue;">●</span> Yes, several times per week	5.36%	3
<span style="color: orange;">●</span> Occasionally	10.71%	6
<span style="color: teal;">●</span> No	55.36%	31
<a href="#">Show comments</a>		
<b>Total</b>		<b>56</b>

## Q2 Do you cross a toll bridge as your primary route to or from work or as an alternate?

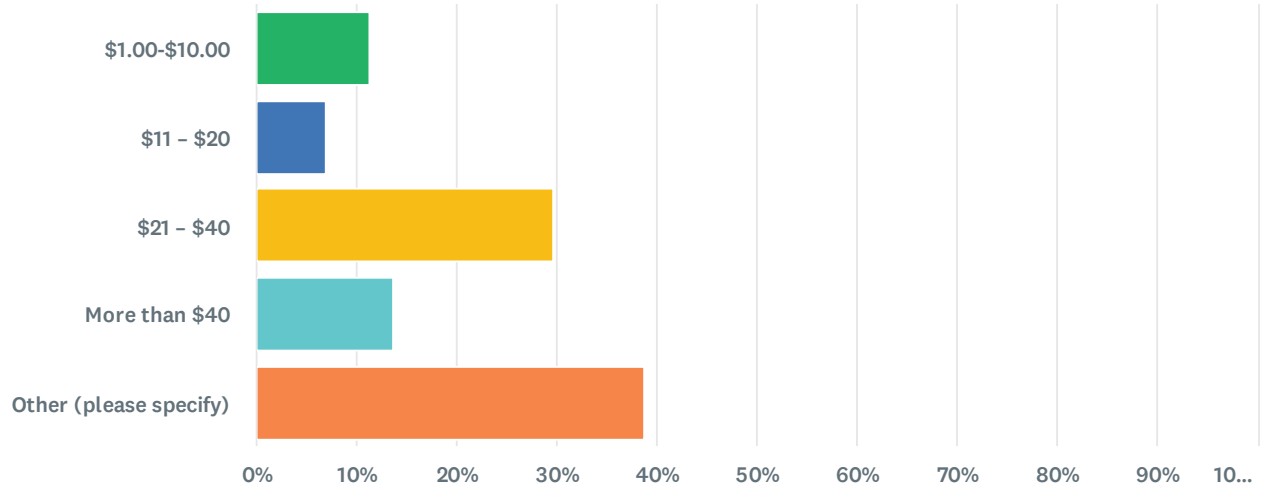
Answered: 56 Skipped: 1



Answer Choices	Percentage	Responses
<span style="color: green;">●</span> I use a toll bridge as a primary route to or from work	32.14%	18
<span style="color: blue;">●</span> I use a toll bridge as an alternate route to or from work	19.64%	11
<span style="color: orange;">●</span> N/A I do not use a toll bridge to commute to or from work	48.21%	27
<a href="#">Show comments</a>		
<b>Total</b>		<b>56</b>

### Q3 If you cross a toll bridge as part of your commute, what is your estimated average weekly cost for tolls

Answered: 44 Skipped: 13



Answer Choices	Percentage	Responses
<span style="color: green;">●</span> \$1.00-\$10.00	11.36%	5
<span style="color: blue;">●</span> \$11-\$20	6.82%	3
<span style="color: yellow;">●</span> \$21-\$40	29.55%	13
<span style="color: teal;">●</span> More than \$40	13.64%	6
<span style="color: orange;">●</span> Other (please specify) <a href="#">Show responses</a>	38.64%	17
<b>Total</b>		<b>44</b>

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** March 16, 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**

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**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 0310 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	4,420,363	826,990	2,366,059	1,227,315	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	798,191	2,153,869	347,940	in progress	See 100018 above.
1.6	500055	State-FDOT TRIP-CrossTown Construction	2,000,000	-	2,000,000	-	in progress	See 100018 above.
4.14	500048	State-FDOT-Destin Linear Multi-Use Trail Beach to Benning Approp	30,000	6,336	-	23,664		See 100018 above and 100069 below
5.6	100023	HURRC-Hurricane Response	100,000	-	-	100,000		For hurricane season (May to Oct).
5.3	100028	LB002-Library Remodel w/impact fees	275,358	17,358	8,000	250,000	not started	Working with DAG to design growth necessitated remodel at a reasonable budget (under \$300k).
4.7	100038	RC127-Pickleball Courts	375,000	170,040	145,753	59,207	in progress	Estimated completion April 2026.
4.7	500015	State-FDEP-Pickleball Court Construction	50,000	28,962	21,038	-	in progress	See 100038 above.
4.7	500047	TDC 12.5% -Pickleball	300,000	205,491	93,889	620	in progress	See 100038 above.
5.1	100040	RC132-Morgan - Batting Cage	168,482	126,609	-	41,872	completed	May need balance for Clement Taylor Park
4.10a	100041	RC216-Clement Taylor Park Renovations	947,154	323,759	612,141	11,254	in progress	Estimated completion December 2026.
4.10a	500009	Fed-RESTORE-Clement Taylor Park Renovations	672,837	304,390	368,448	-	in progress	See 100041 above.
4.11	100058	SW56-Mattie Kelly Naturewalk Outfall	200,000	7,885	8,550	183,565	in progress	Final punchlist and closeout in progress
4.11	500056	State-FDEP-Mattie Kelly Outfall	1,000,000	530,759	46,559	422,681		See 100058 above.
5.7	100063	TRSAF-Intersection Safety	132,131	3,500	28,571	100,060	in progress	Programmed by public works & safety committee.
1.3	100064	UNDER-Undergrounding	6,054,382	1,499,047	4,405,336	150,000	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	36,409	323,601	156,614	in progress	Final punchlist and closeout in progress
5.2	500013	State-FDEP-Dredging Op Grant	100,000	-	99,856	144		See 100072 above.
5.2	500027	BOCC-Dredging Op Grant	400,000	-	378,241	21,759		See 100072 above.

5.8	100073	SW60-4 Prong Lake Stormwater	600,000	-	-	600,000	in progress	HOA completed 30% design and secured one permit. 03/16/26 staff propose to hire Dewberry to work towards 100% design.
5.8	500014	State-FDEP-4Prong Lake Outfall	1,000,000	-	-	1,000,000	in progress	See 100073 above.
5.8	500057	BOCC-4Prong Lake Outfall	1,000,000	-	-	1,000,000	in progress	See 100073 above.
6.02	100075	Dalton Threadgill infield artificial turf	264,250	73,403	74,819	116,028	in progress	Opened 03/07/26. Final closeout paperwork in progress.
6.02	500052	Private Donor-Dalton Threadgill infield artificial turf	122,238	47,418	-	74,819	in progress	See 100075 above.
6.02	100076	Dalton Threadgill Athletic Field LED Lighting	53,650	-	-	53,650	paused	
6.02	500053	Private Donor-Dalton Threadgill LED Field Lighting	93,166	-	-	93,166	paused	
5.9c	100077	Annex Office Space	76,000	-	8,046	67,954	in progress	Doors/windows ordered to arrive March 2026
xxx	100078	John Deere Gator Public Works Irrigation, Signs, Sidewalks	25,000	22,645	-	2,355	completed	New gator arrived Dec 2025. New technician started work Dec 2025.
4.19	500025	BOCC-Crystal Beach Park CIP	1,488,965	-	1,488,965	-	in progress	
4.19	500029	TDC 12.5%-Crystal Beach Park CIP	440,808	-	440,808	-	in progress	
4.19	500026	BOCC-Tarpon Beach Park CIP	1,197,000	-	1,197,000	-	in progress	Under construction. Estimated completion Summer 2026.
4.19	500030	TDC 12.5%-Tarpon Beach Park CIP	1,197,000	-	1,197,000	-	in progress	See 500026 above.
xxx	500050	Youth Literacy Grant 2025-2026	4,000	4,008	-	(8)	completed	
1.5	100012	CRH60-Pedestrian Pathway Under Marler Bridge	91,665	7,326	50,785	33,554		
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	6,336	-	-	6,336		See 100069 above.
3.2	100043	RR051-General Government Renew/Replace	16,000	-	-	16,000	not started	Funding to replace an HVAC uni.
3.2	100046	RR054-Roads, Sidewalks, Street Lighting Renew/Replace	6,125,801	1,504,841	1,123,941	3,497,019	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	-	-	140,316	not started	Funding to replace sod, paint, monument sign.

3.2	100029	LBOOK-Library Annual additions to collections	65,925	21,792	-	44,133	in progress	
3.2	100049	RR573-Recreation Renewal/Replacement	903,150	56,270	-	846,880	in progress	\$700k for Community Center Roof + \$200k for MSC Sod
3.2	100048	RR572-Parks Renewal/Replacement	32,565	-	32,565	-	in progress	
3.2	100052	RRV57-Parks & Recreation Replacement Vehicles	141,799	41,271	96,071	4,456	in progress	
	500044	TDC 12.5%-FY25+ Beachfront Park Operations	662,780	212,447	4,480	445,853	in progress	
	500011	State-FDEP-Leonard Destin Park Operations	169,004	34,964	1,270	132,770	in progress	
1.7	100081	Dalton Threadgill Park Parking Expansion	450,000	1,000	-	449,000	in progress	Deposit paid on 446 Calhoun
<b>GRAND TOTAL</b>			<b>37,409,749</b>	<b>6,913,111</b>	<b>18,775,661</b>	<b>11,720,977</b>		

**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	9,720,363
1.7	Improve parking, explore options (parking garage, surface parking)	450,000
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	7,425,555
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	1,619,991
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	36,336
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
	<b>TOTAL for items on the Strategic Plan</b>	<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)	168,482
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	132,131
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	29,000
	<b>TOTAL for additional projects not on Plan</b>	<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-February 2025 vs October-February 2026) are cumulatively 0.91% higher.

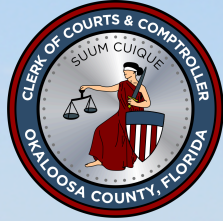
- A. Link to Strategic Goals / Objectives:**
- B. Effect on Budget (EOB):**
- C. Level of Service (LOS):**
- D. Legislative Sponsor:**
- E. Business Impact Statement:**

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:** Informational only.

Attachments:

1. Jan 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	\$789,675.44
February	\$865,902.01	\$803,267.99	\$835,764.51
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)

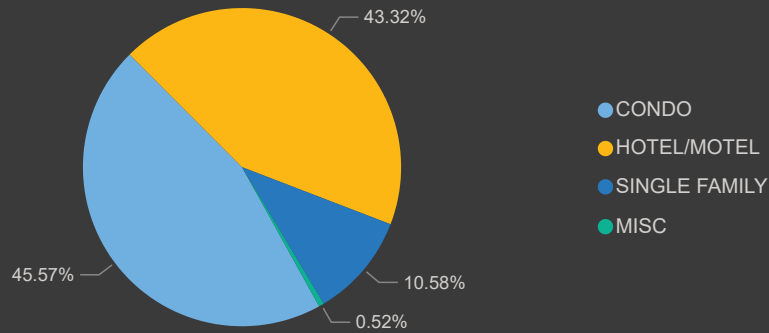
Month	FY 2022	FY 2023	FY2024	FY2025	FY2026	% (+/-)
October	\$2,913,700.21	\$3,589,406.50	\$3,276,277.33	\$3,073,596.99	\$2,973,682.96	-3.25%
November	\$2,177,346.70	\$2,621,154.46	\$2,981,714.82	\$2,929,750.21	\$3,008,918.94	2.70%
December	\$1,074,763.79	\$1,089,937.11	\$1,295,378.95	\$1,185,806.78	\$1,226,692.73	3.45%
January	\$1,064,654.14	\$931,847.14	\$965,864.62	\$953,612.43	\$950,754.41	-0.30%
February	\$556,796.53	\$999,193.36	\$992,358.91	\$928,043.55	\$992,877.91	6.99%
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		
<b>Total</b>	<b>\$36,875,376.65</b>	<b>\$42,784,531.78</b>	<b>\$43,074,993.91</b>	<b>\$42,904,157.89</b>	<b>\$9,152,926.95</b>	

### Expanded District Collections

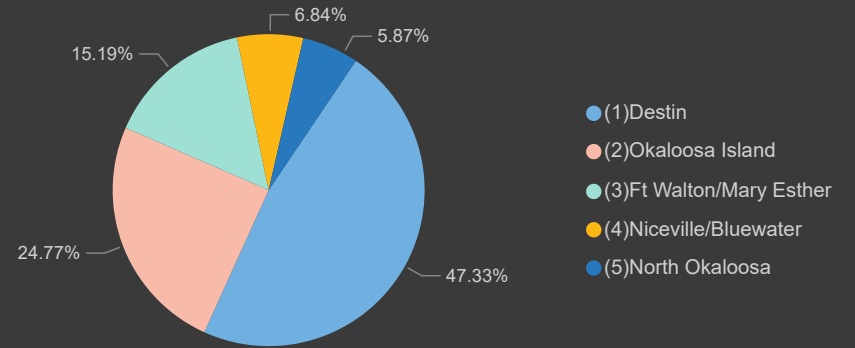
Month	FY2024	FY2025	FY2026
October	\$171,842.79	\$191,102.76	\$201,486.85
November	\$164,069.87	\$185,341.48	\$202,521.67
December	\$171,841.72	\$129,174.98	\$148,758.19
January	\$116,889.44	\$119,413.45	\$161,078.97
February	\$126,456.9	\$124,775.56	\$157,113.40
March	\$144,095.33	\$135,329.58	
April	\$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

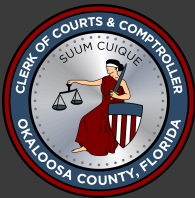


### Area



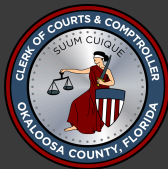
Rental Type	Current District	Expanded District	Total
CONDO	7,563	22	<b>7,585</b>
HOTEL/MOTEL	4,664	2,547	<b>7,211</b>
SINGLE FAMILY	1,469	292	<b>1,761</b>
MISC	50	37	<b>87</b>
<b>Total</b>	<b>13,746</b>	<b>2,898</b>	<b>16,644</b>

District	Current District	Expanded District	Total
(1)Destin	7,878		<b>7,878</b>
(2)Okaloosa Island	4,122		<b>4,122</b>
(3)Ft Walton/Mary Esther	1,746	783	<b>2,529</b>
(4)Niceville/Bluewater		1,138	<b>1,138</b>
(5)North Okaloosa		977	<b>977</b>
<b>Total</b>	<b>13,746</b>	<b>2,898</b>	<b>16,644</b>



# Number of Units Reporting





**Collection Period FY2026**  
Gross Receipts & Tax Due by Rental Type

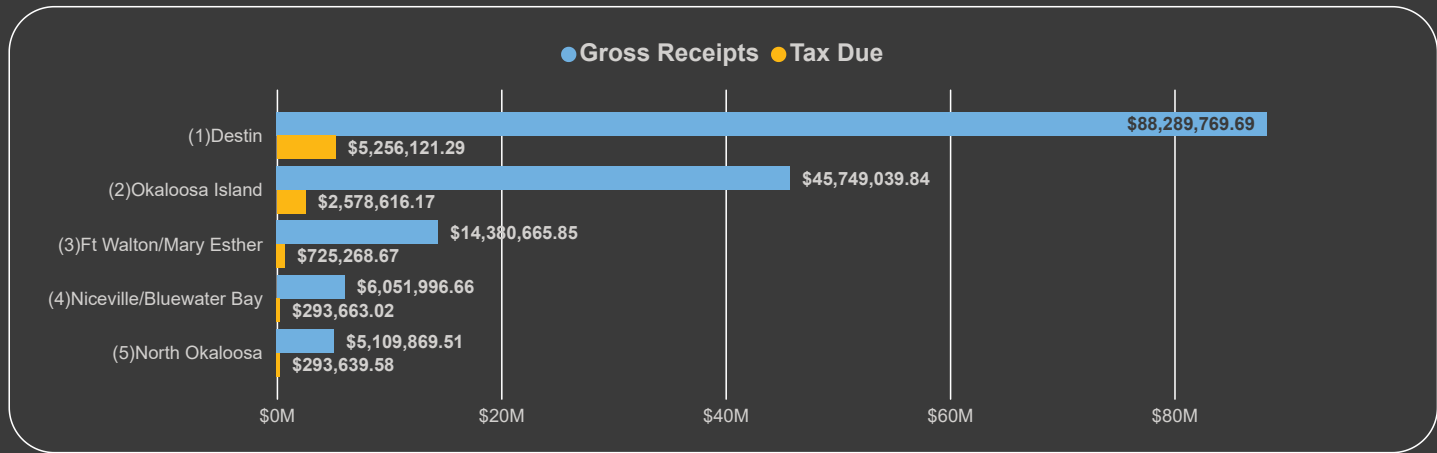


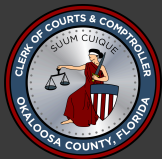
**Gross Receipts**

Rental Type	October	November	December	January	February	Total
CONDO	\$26.18M	\$26.44M	\$7.49M	\$4.82M	\$7.08M	\$72.01M
HOTEL/MOTEL	\$16.54M	\$15.78M	\$9.01M	\$8.01M	\$7.80M	\$57.14M
SINGLE FAMILY	\$8.70M	\$8.88M	\$4.46M	\$3.17M	\$2.56M	\$27.77M
MISC	\$0.55M	\$0.67M	\$0.57M	\$0.46M	\$0.40M	\$2.66M
<b>Total</b>	<b>\$51.98M</b>	<b>\$51.77M</b>	<b>\$21.54M</b>	<b>\$16.46M</b>	<b>\$17.84M</b>	<b>\$159.58M</b>

**Tax Due**

Rental Type	October	November	December	January	February	Total
CONDO	\$1.57M	\$1.58M	\$0.45M	\$0.29M	\$0.42M	\$4.31M
HOTEL/MOTEL	\$0.86M	\$0.86M	\$0.49M	\$0.43M	\$0.39M	\$3.04M
SINGLE FAMILY	\$0.52M	\$0.53M	\$0.27M	\$0.19M	\$0.15M	\$1.65M
MISC	\$0.03M	\$0.04M	\$0.03M	\$0.03M	\$0.02M	\$0.15M
<b>Total</b>	<b>\$2.98M</b>	<b>\$3.01M</b>	<b>\$1.23M</b>	<b>\$0.93M</b>	<b>\$0.99M</b>	<b>\$9.15M</b>





# Collection Period FY2026

## Gross Receipts & Tax Due by District

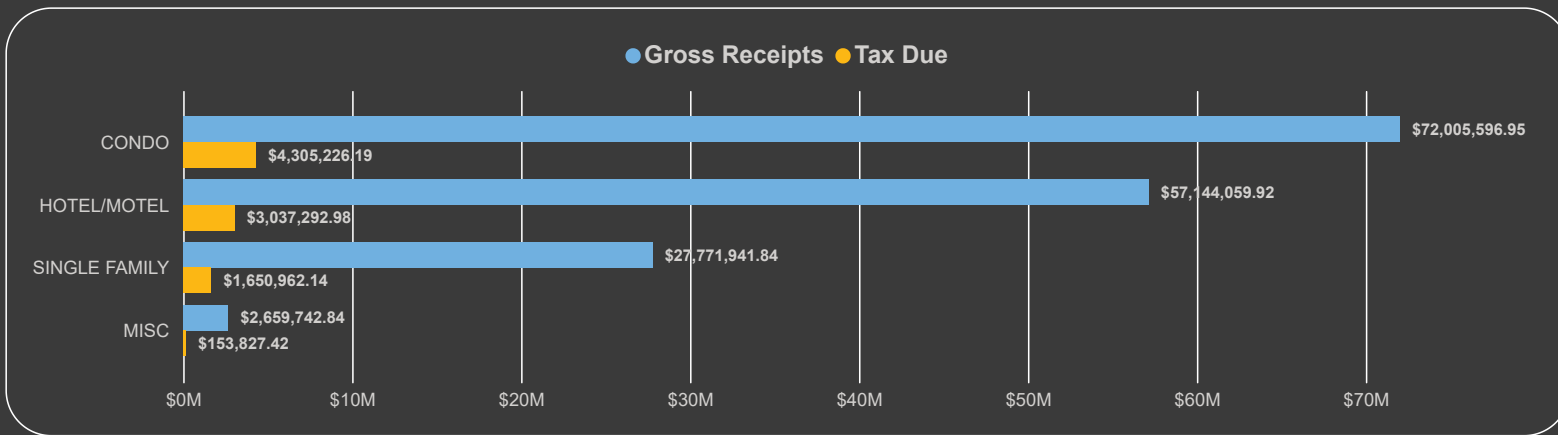


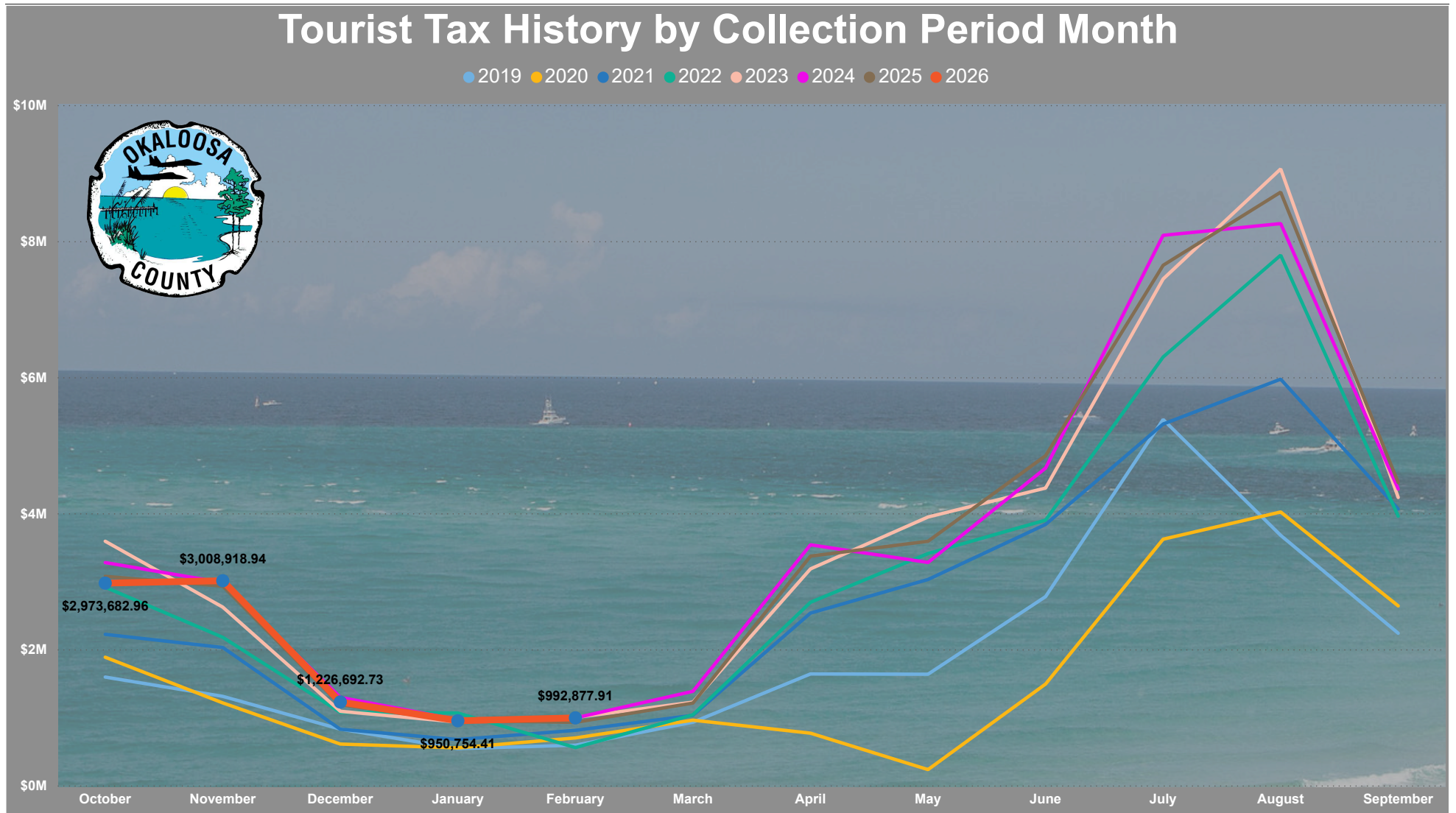
### Gross Receipts

District	October	November	December	January	February	Total
(1)Destin	\$29.15M	\$30.03M	\$12.12M	\$8.67M	\$8.32M	<b>\$88.29M</b>
(2)Okaloosa Island	\$16.23M	\$15.79M	\$5.24M	\$3.49M	\$5.00M	<b>\$45.75M</b>
(3)Ft Walton/Mary Esther	\$3.89M	\$3.49M	\$2.22M	\$2.29M	\$2.48M	<b>\$14.38M</b>
(4)Niceville/Bluewater Bay	\$1.63M	\$1.33M	\$0.95M	\$1.03M	\$1.12M	<b>\$6.05M</b>
(5)North Okaloosa	\$1.08M	\$1.12M	\$1.01M	\$0.98M	\$0.92M	<b>\$5.11M</b>
<b>Total</b>	<b>\$51.98M</b>	<b>\$51.77M</b>	<b>\$21.54M</b>	<b>\$16.46M</b>	<b>\$17.84M</b>	<b>\$159.58M</b>

### Tax Due

District	October	November	December	January	February	Total
(1)Destin	\$1.74M	\$1.79M	\$0.72M	\$0.51M	\$0.49M	<b>\$5.26M</b>
(2)Okaloosa Island	\$0.92M	\$0.91M	\$0.29M	\$0.19M	\$0.27M	<b>\$2.58M</b>
(3)Ft Walton/Mary Esther	\$0.19M	\$0.18M	\$0.11M	\$0.12M	\$0.12M	<b>\$0.73M</b>
(4)Niceville/Bluewater Bay	\$0.07M	\$0.07M	\$0.05M	\$0.05M	\$0.05M	<b>\$0.29M</b>
(5)North Okaloosa	\$0.06M	\$0.06M	\$0.06M	\$0.06M	\$0.05M	<b>\$0.29M</b>
<b>Total</b>	<b>\$2.98M</b>	<b>\$3.01M</b>	<b>\$1.23M</b>	<b>\$0.93M</b>	<b>\$0.99M</b>	<b>\$9.15M</b>





CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** March 16, 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:** March 10, 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 02/28/2026:**

- At the end of February, we were 42% of the way through Fiscal Year 2026, which is October 1 - September 30, 2026.
- 88% 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 47% of the Operating Budget.
- We have expended and encumbered 57% (\$20m/\$36m) of the Capital Budget.
- The net change in total fund balance is a year-to-date increase of \$6 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.

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. 2026p05 February Ops  
Fin

City of Destin

FY 2026 10/01/2025 - 02/28/2026

last updated: 3/10/2026 4:27 PM

**FY 2026 Budget Vs Actuals**

Council Trend	Revised			Remaining	FY 2026
	Budget	Actual	Encumbrances	Balance	Projection
10 Taxes	18,319,108	16,039,271	-	2,279,838	18,141,880
11 Intergovernmental Revenue	18,788,954	2,220,216	-	16,568,738	16,741,252
12 Permits, Fees, & Special Assessments	7,788,504	2,638,993	-	5,149,510	5,711,841
13 Charges For Services	1,415,371	374,313	-	1,041,058	1,321,603
14 Judgements, Fines, & Forfeits	63,000	19,041	-	43,959	213,843
15 Miscellaneous Revenues	1,328,404	741,574	-	586,830	1,748,982
16 Other Sources	-	-	-	-	-
17 Transfers In	8,932,838	6,467,926	-	2,464,912	8,973,846
<b>Total Cash In</b>	<b>56,636,178</b>	<b>28,501,334</b>	<b>-</b>	<b>28,134,845</b>	<b>52,853,247</b>
20 Personnel Services	7,828,971	2,766,847	-	5,062,124	6,452,182
21 Personnel Taxes & Benefits	2,741,831	995,385	-	1,746,446	2,719,944
22 Operating Expenses	11,512,534	3,868,189	3,501,748	4,142,598	10,313,584
23 Grants And Aids	17,000	7,226	-	9,774	15,452
24 Debt Service	5,697,731	1,837,514	55,312	3,804,906	5,390,077
25 Capital Outlay	35,656,648	6,645,139	13,698,902	15,312,607	28,980,528
26 Transfers Out	8,932,838	6,467,926	-	2,464,912	8,948,241
<b>Total Cash Out</b>	<b>72,387,553</b>	<b>22,588,225</b>	<b>17,255,961</b>	<b>32,543,366</b>	<b>62,820,009</b>
<b>NET CHANGE</b>	<b>(15,751,374)</b>	<b>5,913,108</b>			<b>(9,966,762)</b>
<b>BEGINNING BALANCE</b>	<b>69,733,719</b>	<b>69,733,719</b>			<b>69,621,578</b>
<b>ENDING BALANCE</b>	<b>53,982,345</b>	<b>75,646,827</b>			<b>59,756,229</b>

GENERAL FUND	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
001 General Fund-10 Taxes	14,054,119	12,238,157	-	1,815,962	14,049,262
001 General Fund-11 Intergovernmental Revenue	3,142,614	1,020,454	-	2,122,160	3,181,666
001 General Fund-12 Permits, Fees, & Special A	5,415,898	1,591,014	-	3,824,884	3,529,573
001 General Fund-13 Charges For Services	676,541	268,901	-	407,640	584,162
001 General Fund-14 Judgements, Fines, & Forf	62,900	9,128	-	53,772	176,151
001 General Fund-15 Miscellaneous Revenues	518,600	170,034	-	348,566	636,244
001 General Fund-16 Other Sources	-	-	-	-	-
001 General Fund-17 Transfers In	-	-	-	-	-
<b>Total Cash In</b>	<b>23,870,672</b>	<b>15,297,687</b>	<b>-</b>	<b>8,572,985</b>	<b>22,157,058</b>
001 General Fund-20 Personnel Services	7,125,713	2,508,332	-	4,617,381	5,838,635
001 General Fund-21 Personnel Taxes & Benefit	2,466,579	906,891	-	1,559,687	2,468,685
001 General Fund-22 Operating Expenses	9,882,440	3,679,737	2,798,263	3,404,441	8,869,768
001 General Fund-23 Grants And Aids	17,000	7,226	-	9,774	15,452
001 General Fund-24 Debt Service	191,842	9,034	55,312	127,497	105,852
001 General Fund-25 Capital Outlay	1,380,967	87,416	938,034	355,517	1,039,536
001 General Fund-26 Transfers Out	3,763,780	3,116,601	-	647,179	3,745,938
<b>Total Cash Out</b>	<b>24,828,321</b>	<b>10,315,237</b>	<b>3,791,609</b>	<b>10,721,475</b>	<b>22,083,866</b>
<b>NET CHANGE</b>	<b>(957,649)</b>	<b>4,982,450</b>			<b>73,192</b>
<b>BEGINNING BALANCE</b>	<b>35,793,131</b>	<b>35,793,131</b>			<b>35,793,131</b>
<b>ENDING BALANCE</b>	<b>34,835,481</b>	<b>40,775,581</b>			<b>35,866,322</b>

<b>BUILDING INSPECTION (Restricted by State Statute)</b>	<b>Revised Budget</b>	<b>Actual</b>	<b>Encumbrances</b>	<b>Remaining Balance</b>	<b>FY 2026 Projection</b>
101 Florida Building Code Fund-12 Permits, Fee	1,248,161	634,587	-	613,574	1,144,084
101 Florida Building Code Fund-13 Charges For	32,830	19,058	-	13,773	37,345
101 Florida Building Code Fund-14 Judgements,	100	9,913	-	(9,813)	37,692
101 Florida Building Code Fund-15 Miscellaneous	5,000	4,466	-	534	7,178
101 Florida Building Code Fund-17 Transfers In	-	-	-	-	-
<b>Total Cash In</b>	<b>1,286,091</b>	<b>668,024</b>	<b>-</b>	<b>618,067</b>	<b>1,226,298</b>
101 Florida Building Code Fund-20 Personnel Se	658,247	239,740	-	418,507	569,576
101 Florida Building Code Fund-21 Personnel Te	264,488	82,892	-	181,596	237,104
101 Florida Building Code Fund-22 Operating Ex	192,402	46,049	-	146,352	107,617
101 Florida Building Code Fund-25 Capital Outl	-	-	-	-	-
101 Florida Building Code Fund-26 Transfers Ou	81,071	42,798	-	38,273	85,449
<b>Total Cash Out</b>	<b>1,196,208</b>	<b>411,480</b>	<b>-</b>	<b>784,728</b>	<b>999,747</b>
<b>NET CHANGE</b>	<b>89,883</b>	<b>256,544</b>			<b>226,552</b>
<b>BEGINNING BALANCE</b>	<b>230,466</b>	<b>230,466</b>			<b>230,466</b>
<b>ENDING BALANCE</b>	<b>320,349</b>	<b>487,010</b>			<b>457,018</b>

<b>NPEB WATER QUALITY (Committed by City Ordinance)</b>	<b>Revised Budget</b>	<b>Actual</b>	<b>Encumbrances</b>	<b>Remaining Balance</b>	<b>FY 2026 Projection</b>
102 Npeb Water Quality Fund-12 Permits, Fees,	25,000	31,113	-	(6,113)	18,613
102 Npeb Water Quality Fund-15 Miscellaneous:	5,000	3,894	-	1,106	7,268
102 Npeb Water Quality Fund-17 Transfers In	-	-	-	-	-
<b>Total Cash In</b>	<b>30,000</b>	<b>35,006</b>	<b>-</b>	<b>(5,006)</b>	<b>25,880</b>
102 Npeb Water Quality Fund-22 Operating Exp	146,905	11,531	109,690	25,684	138,021
102 Npeb Water Quality Fund-25 Capital Outlay	-	-	-	-	-
102 Npeb Water Quality Fund-26 Transfers Out	-	-	-	-	-
<b>Total Cash Out</b>	<b>146,905</b>	<b>11,531</b>	<b>109,690</b>	<b>25,684</b>	<b>138,021</b>
<b>NET CHANGE</b>	<b>(116,905)</b>	<b>23,476</b>			<b>(112,140)</b>
<b>BEGINNING BALANCE</b>	<b>283,953</b>	<b>283,953</b>			<b>171,812</b>
<b>ENDING BALANCE</b>	<b>167,048</b>	<b>307,428</b>			<b>161,084</b>

<b>PARKING (Committed by Council Resolution)</b>	<b>Revised Budget</b>	<b>Actual</b>	<b>Encumbrances</b>	<b>Remaining Balance</b>	<b>FY 2026 Projection</b>
103 Parking Fund-13 Charges For Services	706,000	86,355	-	619,645	700,096
103 Parking Fund-14 Judgements, Fines, & Forfe	-	-	-	-	-
103 Parking Fund-15 Miscellaneous Revenues	38,000	34,911	-	3,089	67,386
<b>Total Cash In</b>	<b>744,000</b>	<b>121,266</b>	<b>-</b>	<b>622,734</b>	<b>767,482</b>
103 Parking Fund-22 Operating Expenses	387,704	24,362	2,605	360,737	379,412
103 Parking Fund-25 Capital Outlay	-	-	-	-	-
103 Parking Fund-26 Transfers Out	-	-	-	-	-
<b>Total Cash Out</b>	<b>387,704</b>	<b>24,362</b>	<b>2,605</b>	<b>360,737</b>	<b>379,412</b>
<b>NET CHANGE</b>	<b>356,296</b>	<b>96,903</b>			<b>388,070</b>
<b>BEGINNING BALANCE</b>	<b>2,720,233</b>	<b>2,720,233</b>			<b>2,720,233</b>
<b>ENDING BALANCE</b>	<b>3,076,529</b>	<b>2,817,136</b>			<b>3,108,303</b>

<b>PERMITTING TECHNOLOGY (Committed by Council Resolution)</b>	<b>Revised Budget</b>	<b>Actual</b>	<b>Encumbrances</b>	<b>Remaining Balance</b>	<b>FY 2026 Projection</b>
105 Permit & License Technology Fund-15 Misc	10,300	10,184	-	116	19,901
105 Permit & License Technology Fund-17 Tran:	178,071	86,090	-	91,981	218,785
<b>Total Cash In</b>	<b>188,371</b>	<b>96,273</b>	<b>-</b>	<b>92,098</b>	<b>238,686</b>
105 Permit & License Technology Fund-22 Oper	132,959	63,295	36,178	33,486	129,473
105 Permit & License Technology Fund-25 Capit	-	-	-	-	-
105 Permit & License Technology Fund-26 Tran:	-	-	-	-	-
<b>Total Cash Out</b>	<b>132,959</b>	<b>63,295</b>	<b>36,178</b>	<b>33,486</b>	<b>129,473</b>
<b>NET CHANGE</b>	<b>55,412</b>	<b>32,978</b>	<b>(36,178)</b>	<b>58,611</b>	<b>109,213</b>
<b>BEGINNING BALANCE</b>	<b>745,252</b>	<b>745,252</b>			<b>745,252</b>
<b>ENDING BALANCE</b>	<b>800,664</b>	<b>778,230</b>			<b>854,465</b>

<b>TOWN CENTER CRA ends 2037 (Restricted by State Statute)</b>	<b>Revised Budget</b>	<b>Actual</b>	<b>Encumbrances</b>	<b>Remaining Balance</b>	<b>FY 2026 Projection</b>
106 Cra Town Center Fund-10 Taxes	2,273,265	2,273,265	-	0	2,125,059
106 Cra Town Center Fund-15 Miscellaneous Re	80,000	44,213	-	35,787	76,413
<b>Total Cash In</b>	<b>2,353,265</b>	<b>2,317,478</b>	<b>-</b>	<b>35,787</b>	<b>2,201,473</b>
106 Cra Town Center Fund-20 Personnel Service	22,505	9,387	-	13,118	21,986
106 Cra Town Center Fund-21 Personnel Taxes	5,382	2,801	-	2,581	7,077
106 Cra Town Center Fund-22 Operating Expen:	153,150	27,792	45,829	79,528	122,162
106 Cra Town Center Fund-25 Capital Outlay	17,487	8,875	-	8,612	8,875
106 Cra Town Center Fund-26 Transfers Out	999,667	500,335	-	499,332	1,000,110
<b>Total Cash Out</b>	<b>1,198,191</b>	<b>549,190</b>	<b>45,829</b>	<b>603,171</b>	<b>1,160,210</b>
<b>NET CHANGE</b>	<b>1,155,074</b>	<b>1,768,288</b>			<b>1,041,262</b>
<b>BEGINNING BALANCE</b>	<b>1,320,512</b>	<b>1,320,512</b>			<b>1,320,512</b>
<b>ENDING BALANCE</b>	<b>2,475,587</b>	<b>3,088,800</b>			<b>2,361,775</b>

<b>HARBOR CRA ends 2043 (Restricted by State Statute)</b>	<b>Revised Budget</b>	<b>Actual</b>	<b>Encumbrances</b>	<b>Remaining Balance</b>	<b>FY 2026 Projection</b>
107 Cra Harbor District Fund-10 Taxes	1,221,724	1,221,723	-	1	1,220,805
107 Cra Harbor District Fund-15 Miscellaneous	27,000	10,532	-	16,468	22,497
107 Cra Harbor District Fund-17 Transfers In	-	-	-	-	-
<b>Total Cash In</b>	<b>1,248,724</b>	<b>1,232,256</b>	<b>-</b>	<b>16,468</b>	<b>1,243,302</b>
107 Cra Harbor District Fund-20 Personnel Servi	22,505	9,387	-	13,118	21,986
107 Cra Harbor District Fund-21 Personnel Taxe	5,382	2,801	-	2,581	7,077
107 Cra Harbor District Fund-22 Operating Expe	91,037	15,417	31,086	44,534	68,304
107 Cra Harbor District Fund-25 Capital Outlay	-	-	-	-	-
107 Cra Harbor District Fund-26 Transfers Out	1,530,274	768,495	-	761,779	1,531,240
<b>Total Cash Out</b>	<b>1,649,198</b>	<b>796,101</b>	<b>31,086</b>	<b>822,012</b>	<b>1,628,607</b>
<b>NET CHANGE</b>	<b>(400,474)</b>	<b>436,155</b>	<b>(31,086)</b>	<b>(805,543)</b>	<b>(385,304)</b>
<b>BEGINNING BALANCE</b>	<b>790,304</b>	<b>790,304</b>			<b>790,304</b>
<b>ENDING BALANCE</b>	<b>389,830</b>	<b>1,226,459</b>			<b>405,000</b>

<b>FDEP WATER QUALITY (Restricted by Grantor Agreement)</b>	<b>Revised Budget</b>	<b>Actual</b>	<b>Encumbrances</b>	<b>Remaining Balance</b>	<b>FY 2026 Projection</b>
108 Fdep Water Quality Fund-15 Miscellaneous	2,025	1,332	-	693	3,473
108 Fdep Water Quality Fund-17 Transfers In	-	-	-	-	-
<b>Total Cash In</b>	<b>2,025</b>	<b>1,332</b>	<b>-</b>	<b>693</b>	<b>3,473</b>
108 Fdep Water Quality Fund-22 Operating Exp	25,875	-	-	25,875	20,700
108 Fdep Water Quality Fund-25 Capital Outlay	-	-	-	-	-
<b>Total Cash Out</b>	<b>25,875</b>	<b>-</b>	<b>-</b>	<b>25,875</b>	<b>20,700</b>
<b>NET CHANGE</b>	<b>(23,850)</b>	<b>1,332</b>			<b>(17,227)</b>
<b>BEGINNING BALANCE</b>	<b>92,771</b>	<b>92,771</b>			<b>92,771</b>
<b>ENDING BALANCE</b>	<b>68,921</b>	<b>94,103</b>			<b>75,544</b>

<b>OKALOOSA HALF PENNY ends 12/2029 (Committed by Council Motion)</b>	<b>Revised Budget</b>	<b>Actual</b>	<b>Encumbrances</b>	<b>Remaining Balance</b>	<b>FY 2026 Projection</b>
109 Okaloosa Half-Penny Fund-11 Intergovernm	1,719,730	480,406	-	1,239,324	1,661,778
109 Okaloosa Half-Penny Fund-15 Miscellaneou	130,000	90,593	-	39,407	210,420
109 Okaloosa Half-Penny Fund-17 Transfers In	-	-	-	-	-
<b>Total Cash In</b>	<b>1,849,730</b>	<b>570,999</b>	<b>-</b>	<b>1,278,731</b>	<b>1,872,198</b>
109 Okaloosa Half-Penny Fund-22 Operating Ex	-	-	-	-	-
109 Okaloosa Half-Penny Fund-25 Capital Outla	1,753,531	152,822	700,292	900,416	853,115
109 Okaloosa Half-Penny Fund-26 Transfers Ou	1,853,977	1,676,467	-	177,510	1,853,976
<b>Total Cash Out</b>	<b>3,607,508</b>	<b>1,829,289</b>	<b>700,292</b>	<b>1,077,926</b>	<b>2,707,091</b>
<b>NET CHANGE</b>	<b>(1,757,778)</b>	<b>(1,258,291)</b>	<b>(700,292)</b>	<b>200,805</b>	<b>(834,893)</b>
<b>BEGINNING BALANCE</b>	<b>7,181,078</b>	<b>7,181,078</b>			<b>7,181,078</b>
<b>ENDING BALANCE</b>	<b>5,423,300</b>	<b>5,922,788</b>			<b>6,346,185</b>

<b>2013 LOAN DEBT SERVICE 3.04% (Payoff 08/2031)</b>	<b>Revised Budget</b>	<b>Actual</b>	<b>Encumbrances</b>	<b>Remaining Balance</b>	<b>FY 2026 Projection</b>
213 2013 Revenue Refunding Note Fund-15 Mis	5,000	2,976	-	2,024	7,682
213 2013 Revenue Refunding Note Fund-17 Tra	552,000	275,751	-	276,249	551,498
<b>Total Cash In</b>	<b>557,000</b>	<b>278,727</b>	<b>-</b>	<b>278,273</b>	<b>559,180</b>
213 2013 Revenue Refunding Note Fund-22 Op	5	1	-	4	2
213 2013 Revenue Refunding Note Fund-24 Del	551,850	45,186	-	506,664	551,801
213 2013 Revenue Refunding Note Fund-26 Tra	-	-	-	-	-
<b>Total Cash Out</b>	<b>551,855</b>	<b>45,187</b>	<b>-</b>	<b>506,668</b>	<b>551,803</b>
<b>NET CHANGE</b>	<b>5,145</b>	<b>233,540</b>	<b>-</b>	<b>(228,395)</b>	<b>7,377</b>
<b>BEGINNING BALANCE</b>	<b>108,169</b>	<b>108,169</b>			<b>108,169</b>
<b>ENDING BALANCE</b>	<b>113,314</b>	<b>341,710</b>			<b>115,546</b>

<b>2014 LOAN DEBT SERVICE 3.41% (Payoff 06/2037)</b>	<b>Revised Budget</b>	<b>Actual</b>	<b>Encumbrances</b>	<b>Remaining Balance</b>	<b>FY 2026 Projection</b>
214 2014 Revenue Refunding Note Fund-15 Mis	5,000	4,702	-	298	8,914
214 2014 Revenue Refunding Note Fund-17 Tra	733,000	366,237	-	366,763	732,477
<b>Total Cash In</b>	<b>738,000</b>	<b>370,939</b>	<b>-</b>	<b>367,061</b>	<b>741,390</b>
214 2014 Revenue Refunding Note Fund-22 Op	5	1	-	4	3
214 2014 Revenue Refunding Note Fund-24 Del	734,275	121,574	-	612,701	732,361
214 2014 Revenue Refunding Note Fund-26 Tra	-	-	-	-	-
<b>Total Cash Out</b>	<b>734,280</b>	<b>121,575</b>	<b>-</b>	<b>612,705</b>	<b>732,364</b>
<b>NET CHANGE</b>	<b>3,720</b>	<b>249,364</b>			<b>9,026</b>
<b>BEGINNING BALANCE</b>	<b>263,934</b>	<b>263,934</b>			<b>263,934</b>
<b>ENDING BALANCE</b>	<b>267,654</b>	<b>513,297</b>			<b>272,960</b>

<b>2021 LOAN DEBT SERVICE 1.139% (Payoff 03/2029)</b>	<b>Revised Budget</b>	<b>Actual</b>	<b>Encumbrances</b>	<b>Remaining Balance</b>	<b>FY 2026 Projection</b>
221 2021 Revenue Refunding Note Fund-15 Mis	500	544	-	(44)	962
221 2021 Revenue Refunding Note Fund-16 Ot	-	-	-	-	-
221 2021 Revenue Refunding Note Fund-17 Tra	1,305,260	650,917	-	654,343	1,305,259
<b>Total Cash In</b>	<b>1,305,760</b>	<b>651,460</b>	<b>-</b>	<b>654,300</b>	<b>1,306,220</b>
221 2021 Revenue Refunding Note Fund-22 Op	5	2	-	3	6
221 2021 Revenue Refunding Note Fund-24 Del	1,305,260	650,917	-	654,343	1,305,259
221 2021 Revenue Refunding Note Fund-26 Tra	-	-	-	-	-
<b>Total Cash Out</b>	<b>1,305,265</b>	<b>650,919</b>	<b>-</b>	<b>654,346</b>	<b>1,305,265</b>
<b>NET CHANGE</b>	<b>495</b>	<b>542</b>			<b>956</b>
<b>BEGINNING BALANCE</b>	<b>2,749</b>	<b>2,749</b>			<b>2,749</b>
<b>ENDING BALANCE</b>	<b>3,244</b>	<b>3,291</b>			<b>3,705</b>

<b>2023 LOAN 0% (Payoff 09/2032)</b>	<b>Revised Budget</b>	<b>Actual</b>	<b>Encumbrances</b>	<b>Remaining Balance</b>	<b>FY 2026 Projection</b>
223 2023 Tdc Advance Fund-11 Intergovernment	750,000	-	-	750,000	750,000
223 2023 Tdc Advance Fund-16 Other Sources	-	-	-	-	-
223 2023 Tdc Advance Fund-17 Transfers In	-	-	-	-	-
<b>Total Cash In</b>	<b>750,000</b>	<b>-</b>	<b>-</b>	<b>750,000</b>	<b>750,000</b>
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	-	-	-	-	-
<b>Total Cash Out</b>	<b>750,000</b>	<b>-</b>	<b>-</b>	<b>750,000</b>	<b>750,000</b>
<b>NET CHANGE</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>BEGINNING BALANCE</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>ENDING BALANCE</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

<b>2024 LOAN DEBT SERVICE 3.48%</b> <b>(Payoff 10/2029 possible ext to 10/2039)</b>	<b>Revised</b> <b>Budget</b>	<b>Actual</b>	<b>Encumbrances</b>	<b>Remaining</b> <b>Balance</b>	<b>FY 2026</b> <b>Projection</b>
224 2024 Capital Project Note Fund-15 Miscella	2,000	6,717	-	(4,717)	15,966
224 2024 Capital Project Note Fund-16 Other Sc	-	-	-	-	-
224 2024 Capital Project Note Fund-17 Transfer	2,164,507	1,088,932	-	1,075,575	2,165,829
<b>Total Cash In</b>	<b>2,166,507</b>	<b>1,095,649</b>	<b>-</b>	<b>1,070,858</b>	<b>2,181,795</b>
224 2024 Capital Project Note Fund-22 Operatir	20	1	-	19	5
224 2024 Capital Project Note Fund-24 Debt Sei	2,164,504	1,010,804	-	1,153,700	1,944,804
224 2024 Capital Project Note Fund-26 Transfer	-	-	-	-	-
<b>Total Cash Out</b>	<b>2,164,524</b>	<b>1,010,805</b>	<b>-</b>	<b>1,153,720</b>	<b>1,944,808</b>
<b>NET CHANGE</b>	<b>1,983</b>	<b>84,845</b>			<b>236,987</b>
<b>BEGINNING BALANCE</b>	<b>1,020,154</b>	<b>1,020,154</b>			<b>1,020,154</b>
<b>ENDING BALANCE</b>	<b>1,022,137</b>	<b>1,104,998</b>			<b>1,257,140</b>

<b>RENEWAL &amp; REPLACEMENT FUND</b> <b>(Committed by Council Resolution)</b>	<b>Revised</b> <b>Budget</b>	<b>Actual</b>	<b>Encumbrances</b>	<b>Remaining</b> <b>Balance</b>	<b>FY 2026</b> <b>Projection</b>
301 Renewal & Replacement Fund-10 Taxes	530,000	216,473	-	313,527	516,101
301 Renewal & Replacement Fund-12 Permits, l	-	47,668	-	(47,668)	47,668
301 Renewal & Replacement Fund-15 Miscellar	31,500	72,345	-	(40,845)	159,103
301 Renewal & Replacement Fund-17 Transfers	4,000,000	4,000,000	-	-	4,000,000
<b>Total Cash In</b>	<b>4,561,500</b>	<b>4,336,486</b>	<b>-</b>	<b>225,014</b>	<b>4,722,873</b>
301 Renewal & Replacement Fund-22 Operatin	10	-	-	10	-
301 Renewal & Replacement Fund-25 Capital O	6,317,212	637,094	1,154,932	4,525,185	5,182,027
301 Renewal & Replacement Fund-26 Transfers	-	-	-	-	-
<b>Total Cash Out</b>	<b>6,317,222</b>	<b>637,094</b>	<b>1,154,932</b>	<b>4,525,195</b>	<b>5,182,027</b>
<b>NET CHANGE</b>	<b>(1,755,722)</b>	<b>3,699,391</b>			<b>(459,154)</b>
<b>BEGINNING BALANCE</b>	<b>3,703,735</b>	<b>3,703,735</b>			<b>3,703,735</b>
<b>ENDING BALANCE</b>	<b>1,948,014</b>	<b>7,403,127</b>			<b>3,244,581</b>

<b>CAPITAL GRANTS</b> <b>(Restricted by Grant Agreements)</b>	<b>Revised</b> <b>Budget</b>	<b>Actual</b>	<b>Encumbrances</b>	<b>Remaining</b> <b>Balance</b>	<b>FY 2026</b> <b>Projection</b>
305 Capital Grant Fund-11 Intergovernmental Re	13,176,610	719,356	-	12,457,255	11,147,809
305 Capital Grant Fund-15 Miscellaneous Rever	229,729	47,418	-	182,310	50,000
305 Capital Grant Fund-16 Other Sources	-	-	-	-	-
305 Capital Grant Fund-17 Transfers In	-	-	-	-	-
<b>Total Cash In</b>	<b>13,406,339</b>	<b>766,774</b>	<b>-</b>	<b>12,639,565</b>	<b>11,197,809</b>
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	13,906,339	1,921,546	4,698,128	7,286,664	10,693,076
305 Capital Grant Fund-26 Transfers Out	-	-	-	-	-
<b>Total Cash Out</b>	<b>14,406,339</b>	<b>1,921,546</b>	<b>5,176,225</b>	<b>7,308,567</b>	<b>11,171,173</b>
<b>NET CHANGE</b>	<b>(1,000,000)</b>	<b>(1,154,772)</b>			<b>26,635</b>
<b>BEGINNING BALANCE</b>	<b>(26,635)</b>	<b>(26,635)</b>			<b>(26,635)</b>
<b>ENDING BALANCE</b>	<b>(1,026,635)</b>	<b>(1,181,408)</b>			<b>(0)</b>

<b>Gas Tax #2 (Restricted by State Statute)</b>	<b>Revised Budget</b>	<b>Actual</b>	<b>Encumbrances</b>	<b>Remaining Balance</b>	<b>FY 2026 Projection</b>
306 Gas Tax#2 Fund-10 Taxes	240,000	89,653	-	150,347	230,653
306 Gas Tax#2 Fund-15 Miscellaneous Revenue	6,000	12,694	-	(6,694)	25,808
306 Gas Tax#2 Fund-17 Transfers In	-	-	-	-	-
<b>Total Cash In</b>	<b>246,000</b>	<b>102,346</b>	<b>-</b>	<b>143,654</b>	<b>256,460</b>
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	131,127	-	110,603	271,123
<b>Total Cash Out</b>	<b>941,735</b>	<b>131,127</b>	<b>-</b>	<b>810,608</b>	<b>941,124</b>
<b>NET CHANGE</b>	<b>(695,735)</b>	<b>(28,780)</b>			<b>(684,664)</b>
<b>BEGINNING BALANCE</b>	<b>919,156</b>	<b>919,156</b>			<b>919,156</b>
<b>ENDING BALANCE</b>	<b>223,421</b>	<b>890,375</b>			<b>234,492</b>

<b>ELECTRIC FRANCHISE ends 2051 (Restricted by City Ordinance)</b>	<b>Revised Budget</b>	<b>Actual</b>	<b>Encumbrances</b>	<b>Remaining Balance</b>	<b>FY 2026 Projection</b>
307 Electric Franchise For Undergrounding-12 P	930,000	255,062	-	674,938	850,424
307 Electric Franchise For Undergrounding-15 M	51,500	41,940	-	9,560	94,122
307 Electric Franchise For Undergrounding-17 T	-	-	-	-	-
<b>Total Cash In</b>	<b>981,500</b>	<b>297,003</b>	<b>-</b>	<b>684,497</b>	<b>944,546</b>
307 Electric Franchise For Undergrounding-22 C	12	-	-	12	-
307 Electric Franchise For Undergrounding-25 C	1,018,000	-	868,000	150,000	908,000
307 Electric Franchise For Undergrounding-26 T	462,339	232,103	-	230,236	460,405
<b>Total Cash Out</b>	<b>1,480,351</b>	<b>232,103</b>	<b>868,000</b>	<b>380,248</b>	<b>1,368,405</b>
<b>NET CHANGE</b>	<b>(498,851)</b>	<b>64,900</b>			<b>(423,859)</b>
<b>BEGINNING BALANCE</b>	<b>3,345,756</b>	<b>3,345,756</b>			<b>3,345,756</b>
<b>ENDING BALANCE</b>	<b>2,846,905</b>	<b>3,410,656</b>			<b>2,921,897</b>

<b>PUBLIC SAFETY IMPACT FEE (Restricted by State Statute)</b>	<b>Revised Budget</b>	<b>Actual</b>	<b>Encumbrances</b>	<b>Remaining Balance</b>	<b>FY 2026 Projection</b>
310 Police Impact Fee Fund-12 Permits, Fees, &	3,025	774	-	2,251	2,589
310 Police Impact Fee Fund-15 Miscellaneous R	-	249	-	(249)	878
310 Police Impact Fee Fund-17 Transfers In	-	-	-	-	-
<b>Total Cash In</b>	<b>3,025</b>	<b>1,023</b>	<b>-</b>	<b>2,001</b>	<b>3,467</b>
310 Police Impact Fee Fund-22 Operating Exper	-	-	-	-	11
310 Police Impact Fee Fund-25 Capital Outlay	-	-	-	-	-
310 Police Impact Fee Fund-26 Transfers Out	-	-	-	-	-
<b>Total Cash Out</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>11</b>
<b>NET CHANGE</b>	<b>3,025</b>	<b>1,023</b>			<b>3,456</b>
<b>BEGINNING BALANCE</b>	<b>19,031</b>	<b>19,031</b>			<b>19,031</b>
<b>ENDING BALANCE</b>	<b>22,056</b>	<b>20,054</b>			<b>22,487</b>

<b>MOBILITY FEE (Restricted by State Statute)</b>	<b>Revised Budget</b>	<b>Actual</b>	<b>Encumbrances</b>	<b>Remaining Balance</b>	<b>FY 2026 Projection</b>
311 Transportation Impact Fee Fund-12 Permits	96,033	57,116	-	38,917	95,129
311 Transportation Impact Fee Fund-15 Miscell	40,500	27,603	-	12,897	57,895
311 Transportation Impact Fee Fund-17 Transfe	-	-	-	-	-
<b>Total Cash In</b>	<b>136,533</b>	<b>84,719</b>	<b>-</b>	<b>51,814</b>	<b>153,024</b>
311 Transportation Impact Fee Fund-22 Operat	-	-	-	-	1
311 Transportation Impact Fee Fund-25 Capital	1,616,428	(1,956)	1,145,234	473,150	1,143,278
311 Transportation Impact Fee Fund-26 Transfe	-	-	-	-	-
<b>Total Cash Out</b>	<b>1,616,428</b>	<b>(1,956)</b>	<b>1,145,234</b>	<b>473,150</b>	<b>1,143,279</b>
<b>NET CHANGE</b>	<b>(1,479,895)</b>	<b>86,675</b>			<b>(990,255)</b>
<b>BEGINNING BALANCE</b>	<b>1,989,502</b>	<b>1,989,502</b>			<b>1,989,502</b>
<b>ENDING BALANCE</b>	<b>509,607</b>	<b>2,076,177</b>			<b>999,246</b>

<b>LIBRARY IMPACT FEE (Restricted by State Statute)</b>	<b>Revised Budget</b>	<b>Actual</b>	<b>Encumbrances</b>	<b>Remaining Balance</b>	<b>FY 2026 Projection</b>
312 Library Impact Fee Fund-12 Permits, Fees, &	13,746	5,419	-	8,327	7,069
312 Library Impact Fee Fund-15 Miscellaneous I	5,250	3,970	-	1,280	7,884
312 Library Impact Fee Fund-17 Transfers In	-	-	-	-	-
<b>Total Cash In</b>	<b>18,996</b>	<b>9,389</b>	<b>-</b>	<b>9,607</b>	<b>14,953</b>
312 Library Impact Fee Fund-22 Operating Expe	-	-	-	-	1
312 Library Impact Fee Fund-25 Capital Outlay	275,358	17,358	8,000	250,000	25,358
<b>Total Cash Out</b>	<b>275,358</b>	<b>17,358</b>	<b>8,000</b>	<b>250,000</b>	<b>25,358</b>
<b>NET CHANGE</b>	<b>(256,362)</b>	<b>(7,968)</b>	<b>(8,000)</b>	<b>(240,393)</b>	<b>(10,406)</b>
<b>BEGINNING BALANCE</b>	<b>274,996</b>	<b>274,996</b>			<b>274,996</b>
<b>ENDING BALANCE</b>	<b>18,634</b>	<b>267,027</b>			<b>264,590</b>

<b>PARKS IMPACT FEE (Restricted by State Statute)</b>	<b>Revised Budget</b>	<b>Actual</b>	<b>Encumbrances</b>	<b>Remaining Balance</b>	<b>FY 2026 Projection</b>
313 Park Impact Fee Fund-12 Permits, Fees, & S	56,642	16,241	-	40,401	16,693
313 Park Impact Fee Fund-15 Miscellaneous Re	10,500	6,390	-	4,110	13,682
313 Park Impact Fee Fund-17 Transfers In	-	-	-	-	-
<b>Total Cash In</b>	<b>67,142</b>	<b>22,631</b>	<b>-</b>	<b>44,511</b>	<b>30,375</b>
313 Park Impact Fee Fund-22 Operating Expens	-	-	-	-	1
313 Park Impact Fee Fund-25 Capital Outlay	-	-	-	-	-
313 Park Impact Fee Fund-26 Transfers Out	-	-	-	-	-
<b>Total Cash Out</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1</b>
<b>NET CHANGE</b>	<b>67,142</b>	<b>22,631</b>	<b>-</b>	<b>44,511</b>	<b>30,374</b>
<b>BEGINNING BALANCE</b>	<b>465,847</b>	<b>465,847</b>			<b>465,847</b>
<b>ENDING BALANCE</b>	<b>532,989</b>	<b>488,478</b>			<b>496,222</b>

<b>2024 CONSTRUCTION LOAN (Restricted by loan covenant)</b>	<b>Revised Budget</b>	<b>Actual</b>	<b>Encumbrances</b>	<b>Remaining Balance</b>	<b>FY 2026 Projection</b>
324 2024 Bond Capital Project Fund-15 Miscella	125,000	143,867	-	(18,867)	255,306
324 2024 Bond Capital Project Fund-16 Other S	-	-	-	-	-
324 2024 Bond Capital Project Fund-17 Transfer	-	-	-	-	-
<b>Total Cash In</b>	<b>125,000</b>	<b>143,867</b>	<b>-</b>	<b>(18,867)</b>	<b>255,306</b>
324 2024 Bond Capital Project Fund-22 Operati	-	0	-	(0)	0
324 2024 Bond Capital Project Fund-25 Capital	8,671,327	3,821,983	4,186,281	663,063	8,457,265
324 2024 Bond Capital Project Fund-26 Transfer	-	-	-	-	-
<b>Total Cash Out</b>	<b>8,671,327</b>	<b>3,821,984</b>	<b>4,186,281</b>	<b>663,062</b>	<b>8,457,265</b>
<b>NET CHANGE</b>	<b>(8,546,327)</b>	<b>(3,678,116)</b>			<b>(8,201,958)</b>
<b>BEGINNING BALANCE</b>	<b>8,489,625</b>	<b>8,489,625</b>			<b>8,489,625</b>
<b>ENDING BALANCE</b>	<b>(56,702)</b>	<b>4,811,509</b>			<b>287,667</b>

**PUBLIC WORKS/PUBLIC SAFETY  
COMMITTEE MEETING MINUTES  
DESTIN CITY HALL ANNEX CHAMBERS  
TUESDAY, FEBRUARY 10, 2026 - 5:30 PM**

**1. CALL TO ORDER & PLEDGE OF ALLEGIANCE:**

Chairman Wood called the Public Works/Public Safety Committee to order on Tuesday, February 10, 2026, 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. John Green Tom Weidenhamer Curtis Smith Andrea Ansley Tammy Weidenhamer	Marcie Bell	Kim Montgomery Deputy City Clerk Joe Bodi, Deputy Public Works Director

**3. APPROVAL OF AGENDA:**

**Motion to approve the agenda with no changes was made by Chairman Wood, with vice Chair Green providing the second. The motion passed 6-0.**

**4. APPROVAL OF MINUTES:**

➤ **January 13, 2026**

**Motion to approve the minutes of the January 13, 2026 meeting was made by Committee member Tom Weidenhamer with committee member Ansley providing the second. The motion passed 6-0.**

**5. NEW BUSINESS:**

➤ **POTENTIAL PLACEMENT OF FLASHING BEACONS**

Mr. Bodi provided the members with an overview regarding safety observations and school-age pedestrian routes.

- Staff requested committee consideration of Rapid Flashing Beacons (RFBs) at two existing mid-block crosswalk locations to improve pedestrian safety.
- Rationale emphasized:

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- School-age pedestrian routes
- Bus stop activity (middle school/high school/younger crowd noted)
- Limited street lighting at both locations
- Improved safety across collector roads identified in Land Development Code Article 8.03

### ❖ **Location 1: Azalea Drive at Melvin Street (crossing Azalea)**

- Clarification made that the crossing is across Azalea Drive, not across Melvin Street.
- Crosswalk type: mid-block.
- Road classification:
  - Azalea Drive identified as a major collector (per LDC Article 8.03).
  - Melvin Street referenced as a minor collector.
- Context/conditions:
  - At least two bus stops nearby (including youth/school use).
  - Minimal street lighting present.

### ❖ **Location 2: Benning Drive at Maltezos (mid-block crossing Benning Drive)**

- Crosswalk type: mid-block crossing Benning Drive.
- Road classification:
  - Benning Drive identified as a major collector (per LDC Article 8.03).
- Context/conditions:
  - At least two bus stops nearby (high school and middle school referenced).
  - Existing crosswalk on east side of Benning Drive.
  - No sidewalk on the west side of Benning Drive.
  - Children walking to Destin Elementary cross at this location to access the existing sidewalk network.
  - Street lighting present but described as limited/minimal.
- Staff estimated each RFB at approximately \$9,800 per location (noted as “about \$10,000”).

### **Committee Questions/Discussion**

- Committee member Tammy Weidenhamer asked if RFBs are push-button activated?
  - Staff confirmed **yes**, push-button activated.
- Do they run for ~30 seconds?
  - Staff indicated they run for whatever duration is programmed/set.
  - Committee member Ansley described frequent personal travel through the area during school commute times and emphasized:
    - Heavy pedestrian/bus stop use during peak school hours

**DRAFT**

- Concern about lighting and limited warning measures
- Support for improvements
- Mr. Bodi provided the following information for this concern:
  - The Maltezos & Benning area is anticipated to change due to improvements in elementary school access, with that location becoming part of an entrance/access point for the elementary school.
  - Agreed that the intersection may need updating due to future growth for the elementary school.

**❖ Budget/Finance Discussion (Discretionary Fines Program)**

- Chair discussed discretionary funds used for these safety improvements:
  - Noted that three RFBs associated with FY25 were installed but not yet paid and would therefore be paid out of FY26.
  - Noted a prior FY25 expenditure of \$61,000 for Commons and Airport Road intersection (described as pedestrian-related improvements).
  - Chair estimated current-year commitments/expenditures and remaining balance within a program total of approximately \$100,000 per year.
- Question raised whether the funds “roll over”:
  - Chair indicated the funds do not roll over (“use it or lose it” concept was stated).

**Motion by Committee member Weidenhamer to recommend City Council approval for placement of RFBs at Azalea Drive at Melvin Street at the mid-block crosswalk across on Azalea Drive, and Benning Drive at Maltezos the mid-block crosswalk. With funding to be paid using Public Works and Public Safety discretionary fines. Committee member Ansley provided the second. The motion passed 7-0.**

Committee member Ansley questioned if the Maltezos/Benning school access be at that intersection or further north?

Mr. Bodi stated it will be a four-way intersection at that location and there is a 200-foot right-of-way extension for Maltezos across the street, then transitioning from public street to private driveway at the elementary school property line.

- Question: Is it designed, and will it be a four-way stop?
  - Staff stated it is designed.
  - Staff stated no four-way stop proposal at that point.

**➤ CITY PROJECTS:**

- Staff noted the city has multiple projects moving through several phases (design, construction, procurement).

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- Vice Chair Green asked about work occurring near Bayou (repaving/milling activity):
  - Questioned why milling occurred when temperatures were around 30°F, and why roadway openings occurred during rainy/freezing weather.
  - Member referenced seeing exposed areas (dirt) suggesting roadway failure.
- Mr. Bodi stated the city asked the contractor the same question and did not receive a satisfactory answer.
- Staff indicated conversations had occurred with the contractor emphasizing:
  - Monitoring weather conditions
  - Ensuring work is weather-appropriate

**6. CONTINUING BUSINESS:**

➤ **ANNUAL REPORT**

The members briefly reviewed the final version of their Annual Report and Work Plans that will be presented to the CRA Board at their next scheduled meeting.

- Chair directed members to the annual report/work plan documents within the meeting materials, noting all the typos will be corrected prior to the presentation.
- Chair stated:
  - On February 17, 2026, the Chair will appear before City Council to brief:
    - Results from the FY2025 plan, and
    - The new FY2026 plan
  - The Chair intends to highlight key accomplishments rather than recount every motion/status item unless asked by Council.

❖ **FY2026 Work Plan Format**

- Chairman Wood explained the following format changes:
  - Prior goals/objectives were concise
  - Current format uses city-provided sheets and is significantly longer with some repetition.
  - Chair stated the plan may be refined next year but is adequate for this year's Council briefing.
- Chair requested a motion to approve the FY2026 plan so he and Vice Chair Green could sign the cover sheet for inclusion in the Council packet/presentation.

**Motion by Committee member Tom Weidenhamer to approve the FY-2026 Work Plan and Annual Report with Committee member Tammy Weidenhamer providing the second. The motion passed 6-0.**

➤ **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 Stormwater/Floodplain Public Comments.

**7. DISCUSSION ITEMS:**

❖ **Chairman Wood - E-Bike Ordinance Update**

- Chairman Wood explained the following status of the E-Bike Ordinance Process:
  - City of Niceville passed their e-Bike ordinance.
  - State-level activity:
    - A Senate bill and a House bill were mentioned as being drafted/written.
    - Discussion referenced e-bike classes (1, 2, 3), with Class 3, there are discussions of separating Class 3 and potentially treating them as electronic motorcycles, requiring driver’s licenses and related requirements, pending legislative action.
  - Additional ordinance concepts referenced:
    - Where sidewalks exist on both sides of a roadway, riding direction rules similar to roadway travel (same direction as traffic) were described as a key element.
    - Crestview ordinance noted as being different and focused more on downtown sidewalk obstruction issues such as bikes blocking business entrances.
  
- **Legion Drive/Main Street Traffic Light**
  - Reported that the traffic light at this intersection is not tripping until the initial car pulls over the white line.
  - Mr. Bodi explained that the Engineering Dept. has been informed of the issue.

**8. ADJOURNMENT:**

Having no further business at this time, the meeting adjourned at 5:55 p.m.

Adopted and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
James T. Wood, Jr. Chairman

\_\_\_\_\_  
Kim Montgomery, Deputy City Clerk

**DRAFT**

**MINUTES  
HARBOR COMMUNITY REDEVELOPMENT AGENCY  
ADVISORY COMMITTEE MEETING  
FEBRUARY 10, 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 5:30 p.m., on February 10, 2026, followed immediately with the Pledge of Allegiance.

**2. ROLL CALL:**

**Present**

John Stephens  
Casey Jones  
Guy Tadlock  
Lance Johnson  
James Green

**Absent**

Marium Paulino

**Staff Present**

Kim Montgomery, Deputy City Clerk  
Daniel Butler, Principal Planner  
Kim Kopp City Attorney

**3. AGENDA APPROVAL:**

**Motion by Committee member Tadlock, seconded by Committee member Jones to amend the agenda to add chairman Stephens workplan item for Harbor Trash Education and Awareness Signage. The motion passed 5-0.**

**4. MINUTES FOR APPROVAL: January 14, 2026 Minutes**

**Motion by Committee member Johnson, seconded by Committee member Tadlock, the members voted 5-0 to approve the minutes of the January 14, 2026 meeting as written.**

**5. NEW BUSINESS:**

➤ **Development Update:**

**Mr. Butler provided the members with the following:**

❖ **Harborwalk Village, Phase 2**

- The applicant has submitted their second set of revised plans; staff reviewing for consistency with the original development order approval.
- City engaged a third-party consultant to perform a shared parking analysis to compare against Harborwalk's submission to:
  - Conduct internal review, then
  - Provide it to the applicant for their review/questions, and
  - Meet with applicant in the next week or so to discuss.
- Expected trajectory: Council consideration in the coming months.

Chairman Stephens asked about the status of the under-the-bridge boardwalk project.

- According to Mr. Butler:

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- The PD&E for the Stahlman Ave. intersection is still in process, incorporating the boardwalk concept under the bridge.
  - No new deliverables seen yet from that study.
  - Staff will continue internal discussions with the property owner about options:
    - Underpass under bridge / overpass over U.S. 98
    - Easements likely required
    - Conversations are ongoing but not significantly advanced.

Committee member Tadlock questioned the status of the bridge replacement.

Mr. Butler relayed information from a consultant involved with FDOT that FDOT is now leaning towards a repair/replace for what is necessary rather than new construction. He also noted there are city officials still advocating for the new construction; Mayor and some Council members reportedly motioned for support to be voiced in Tallahassee.

Committee member Tadlock stressed urgency on how prolonged uncertainty could impact the under or over the bridge walkway plans and urged the city to seek a firm decision.

Committee member Howard questioned if the two-year PD&E bridge study was completed.

City Attorney indicated that she was present at the FDOT meeting when the decision was made and once staff is able to obtain a copy of the final report, they will provide it to the members.

### ❖ **Clement Taylor Park Update**

- Committee member Johnson questioned the status of Clement Taylor Park.
  - According to the City Attorney, Kim Kopp
    - Construction is underway; the playground has been installed.
    - Restroom-related issues are being worked through.
    - Park expected to be closed for the entire summer.
    - Completion anticipated in the following offseason.

### ➤ **Available Funding Summary**

- Staff presented an Available Funding Summary that was previously brought before City Council at their February 2, 2026 meeting and stated that City Council requested this be brought to advisory committees for review and feedback.
  - City has various funding sources potentially applicable.
    - Harbor CRA currently has no money until about 2029, but other sources could possibly be leveraged.
    - Parking funding source: approximately \$2.7M for parking-related expenditures.
    - Okaloosa half-penny sales tax: can be used for public safety, traffic flow, water quality, and leveraging additional funding.

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- TDC funds: can be used to promote tourism or finance visitor-attracting facilities.
- Staff emphasized the following:
  - If using CRA funds, projects must be within the adopted CRA master plan.
  - Other funding sources might support items not explicitly listed but linkable to the plan.
- Staff stated no project recommendations are required tonight, but the committee could return to their next meeting with suggestions for the CRA Board for their April meeting.

➤ **Harbor pump maintenance funding suggestion**

- Committee member Jones suggested half-penny sales tax could help support the harbor flushing pump, as a water quality item.
- Question raised about annual cost; estimate floated around \$60,000/year
- Request referenced for a spare parts list from the public Works Director, Mr. Michael Burgess.
- Staff stated they had reached out to Michael Burgess for the parts list and would follow up; intent to bring information next month and try to have it before the Harbor & Waterways Board in two weeks if possible.
- Committee member Johnson noted the harbor flushing pump maintenance is not within Harbor CRA Committee's purview.
- Recommendation for this to be taken to the Harbor & Waterways Board, potentially via a member serving on the board.
- Staff agreed to bring the project list from the master plan for discussion.

➤ **COMMITTEE MEMBER COMMENTS:**

○ **Chairman Stephens ~**

- **Status of Previously Approved CRA Work Plans & New "Work Plan Flow"**
- Chairman Stephens noted the CRA Board had approved multiple work plans recently (examples listed):
  - Camera work plan
  - Breakwater and oyster gardening work plan
  - Mooring field work plan
  - Christmas work plan
- He expressed uncertainty about "what happens next" after board approval (ownership, funding, engineering, execution).
- He presented a standard Harbor CRA work plan flow document to clarify steps.
- Staff supported reviewing the flow and suggested working through one work plan to test and refine the process.
  - Staff and the City Attorney indicated no motion is needed to use the flow internally; committee consensus to proceed without formal action.
  - Chairman Stephens and staff planned to connect within the next week or two to work through a work plan using the flow and adjust as needed.

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### ➤ Harbor Trash Education & Awareness Sign Work Plan

- Chairman Stephens introduced a new work plan item Harbor Trash Education & Awareness Sign.
  - He spoke of ongoing observations of repeated littering in the harbor and the desire to target messaging toward kids, teens and young adults to place signage on trash cans.
  - Perceived cost: mostly signage; noted concern about limited funding.
- Discussion of potential funding sources:
  - Suggested funding by linking to half-penny sales tax under “water quality.”
  - Staff acknowledged logic and the City Attorney stated she would research eligibility for the half-penny and report back.
  - Exploring alternative funding/partners: businesses contributing signage or placement on piers/trash cans was also suggested.
  - Possible TDC funds was another funding suggestion since the TDC supports maintenance and has previously funded signage on the boardwalk.

**Motion by Chairman Stephens to recommend approval of the Harbor Trash Education & Awareness Sign work plan, with Committee member Howard providing the second. The motion passed 5-0.**

- Staff to research applicability and funding pathways; bring information next month.
- Plan to place item on April CRA agenda for board-level consideration.

### ➤ Parking Accountability / Updated Shared Parking Agreement

Chairman Stephens introduced a work plan stemming from council emphasis (Council Member Braden referenced) on Harbor District parking challenges.

- Chair described adapting an existing city form/template (shared parking agreement plan used for deliveries / livery-related processes) and adding:
  - More operational details (e.g., business hours, opening/closing)
  - Information to better evaluate overlap for shared parking and changes in use.
- Q&A / staff clarification:
  - Inquiry as to whether or not there is a standardized form.
  - Staff explained:
    - City has a shared parking agreement template used largely for livery registration applications (described as dated).
    - Livery registration began around 2019–2021 timeframe.
    - Original submissions captured tenants/parking usage; annual renewals may rely on affidavits of “no change.”
    - Concern that tenant/slip changes may not be reflected; agreements may be outdated.
    - New form could help code compliance verify tenants/operations;

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- Operations not in the agreement could constitute violation of livery registration/shared parking terms.
- Discussion included:
  - Ideally updates should occur at least annually; member suggested timing after spring break to reflect seasonal tenant stabilization.
  - Practical enforcement challenges noted (pickups/drop-offs; changing vessel capacity; food trucks reducing parking spaces).
- Staff perspective on approach:
  - Livery registrations renew in February; code compliance might confirm compliance and issue warnings/violations as needed.
  - Staff cautioned against requiring every property owner to redo forms proactively without first identifying compliance issues.
  - Development order contexts differ: shared parking agreements recorded in development orders may require deviations when uses change.
- The City Attorney framed the policy issue as similar to citywide enforcement debates: proactive v. complaint-based enforcement.
  - She suggested staff meet internally and include code compliance leadership and return with recommendations.
- Chairman proposed tabling the discussion consensus reached.

❖ Chairman Stephens opened the public portion for discussion:

➤ **Mrs. Patty Brown 86 Shira Street - Day Charter Operator at Heron Harbor**

- Key concerns raised:
  - Boats operating outside commercial docks allegedly picking up customers at locations such as the harbor and Claude Perry's Sky Bar, creating unfair competition for compliant operators paying commercial dock costs.
  - Vessel changes can significantly affect parking such as 6-passenger v. 40-passenger operations.
  - Speaker reported observing apparent commercial pickups misrepresented as picking up "friends," being viewed as illegal/unfair activity.
  - Requested focus on:
    - Drop-off/pick-up enforcement
    - Capacity changes and impacts
    - Fairness to compliant businesses as being good "boat citizens."

The Chair thanked Mrs. Brown and stated the issues would be included in upcoming staff discussions.

The City Attorney noted the timing aligns with the internal meeting planned; said code compliance staff would be included due to enforcement components.

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Committee member Howard asked if there was a resolution regarding commercial use of public spaces/parking/slips at Claude Perry's property.

According to the City Attorney the matter is still in active litigation:

- Initially in the State court for a few months.
- Within the past week, opposing counsel dismissed the state complaint and filed in federal court, effectively restarting litigation timeline.
- She stated she could not provide a firm timeline; litigation could take a while.
- City position: will continue to address complaints consistent with the existing development order unless a judge directs otherwise.

Question raised about whether federal funds were allocated toward slips for public use.

- The City Attorney did not have an answer.
- Mr. Butler indicated that he is not aware of any federal funds; and mentioned understanding that they were given a reduction of their NPEB fees.

### ➤ **Mr. Gary Troop, 86 Shirah Street**

- Raised compliance clarity question:
  - Noted possible change in what must be submitted for parking requirements from 2025 to 2026; landlord confused.
  - Explained the landlord prepares/submits the parking plan; asked who is out of compliance, if the plan is deemed insufficient.
- Responses:
  - Staff initially indicated the property owner.
  - The City Attorney clarified:
    - If it's a livery operation, the livery business must ensure adequate parking as required by approval (shared parking agreement or other city-approved mechanism).
    - Code enforcement may bring in the property owner as well.
    - Depending on facts, disputes may become a private civil matter between tenant and property owner (lease/shared parking agreement compliance).
- Mr. Troop noted many leases may not account for these requirements, creating risk for tenants under year-long lease obligations; urged rules be clear and that property owners manage changes.
- The City Attorney acknowledged and reiterated that property owners could be held responsible if changes occur after an approval, but civil issues may still arise between parties regardless of city enforcement target.

### **6. NEXT MEETING: March 11, 2026**

### **7. ADJOURNMENT:**

Having no further business at this time, the meeting was adjourned at 6:20 PM.

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Adopted and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
John Stephens, Chairman

\_\_\_\_\_  
Kim Montgomery, Deputy City Clerk

**DRAFT**

**MINUTES  
TOWN CENTER COMMUNITY  
REDEVELOPMENT AGENCY  
ADVISORY COMMITTEE WORKSHOP  
FEBRUARY 18, 2026 - 5:30 PM  
DESTIN CITY HALL ANNEX CHAMBERS**

**1. CALL TO ORDER:**

Chairman Wernet called the meeting to order at 5:30 PM on Wednesday, February 18, 2026 in a workshop setting, at the Destin City Hall Annex Council Chambers with the Pledge of Allegiance immediately following.

**2. ROLL CALL:**

**Members Present**

Lockwood Wernet  
Corlene Ziegler  
Kyle Davis

**Members Absent**

Margie Avery  
Preston Green  
Iris Bethea

**Staff Present**

Kim Montgomery Deputy City Clerk  
Daniel Butler Principle Planner  
Jesse Hernandez Senior Planner  
Kimberly Kopp City Attorney

**3. APPROVAL OF MINUTES: NONE**

**4. CURRENT BUSINESS:**

❖ **Development & City Projects Update – Jesse Hernandez Senior Planner**

- Chick-fil-a's old building will be demolished, it is unknown what the development will be at this point, but the demolition is a requirement of the closing on the sale of the property.

❖ **Proposed Chase Bank Branch – 751 Harbor Boulevard (Former Burger King Site)**

- The applicant has applied for a variance to increase parking from 13 spaces to 23 spaces. The variance was granted on February 4th, however, the variance may no longer be necessary because the minimum parking requirements were removed via an ordinance passed on second reading by City Council, at their meeting on February 16, 2026.
- Staff indicated the city expects to continue advancing the development order for the project.

❖ **Town Center CRA Funding**

- Mr. Butler reported that the City Council held a Visioning Session on January 23<sup>rd</sup>, with several members participating.
- City Council requested:
  - Funding source information for available City funding accounts/programs, and
  - Staff will have presentations to the CRAs and Advisory boards identifying available funds and restrictions.
  - The funding summary is organized:
    - Funding source / program

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- Funds available
- Restrictions / eligibility
- Mr. Butler referred the members to the Town Center CRA account line in the Financial Summary and reiterated the restrictions for funding any projects must be tied to the CRA Master Plan.
- Committee member Davis asked whether the presented funding summary includes annual TIF revenues.
  - Mr. Butler stated that he thought the Town Center CRA line includes TIF funds, but would confirm with the Finance Director and send an email update to the committee.
  - Mr. Butler confirmed that \$1 million of the reported Town Center CRA balance had already been committed to the linear trail project, which remains in the easement acquisition phase.
    - Members discussed whether other funding sources, including the Okaloosa half-cent sales tax, could be used for projects such as the Mattie Kelly Boulevard north-south connector.
    - Priorities discussed included the Mattie Kelly Boulevard connection to Airport Road, the property adjacent to Publix off Main Street, the linear trail, and other infrastructure and pedestrian improvements.
- Committee member Davis noted that the chart appeared to show \$1,636,153 in the Town Center CRA account and that \$1 million of that amount had already been committed to the multi-use/linear trail project.
- Mr. Butler confirmed that understanding and noted that grant funding, including Sunshine Trail funding is also being pursued.
  - Additionally, the trail project is still in the easement acquisition phase, with approximately five or six easements remaining to be secured.
- Committee member Davis asked about prior discussions of the utility undergrounding project and noted it was not visible on the funding summary chart.
- Mr. Butler stated they inquire about it, but explained he was under the impression that the chart is intended to show funds currently available, explaining further that the funds may already be allocated and may not appear as available on the summary.
- The members agreed to review projects, planning documents, and funding opportunities before the next meeting, where they hoped to make formal recommendations.

**5. COMMITTEE MEMBER COMMENTS:**

**A. Work Plan Review & Next Meeting Goal – Chairman Wernet**

- Chairman Wernet encouraged the members to:
  - Review the Work Plan and CRA Master Plan.
  - Identify priority projects suitable for funding recommendations at the next meeting.
  - Bring back a formal recommendation to Council at a future meeting.

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- He reiterated projects specifically mentioned earlier as near-term priorities included:
  - Mattie Kelly Boulevard north-south work
  - Public space off Main Street
  - Linear trail / multi-use trail

**B. Traffic Signal Activation Signage at Main Street – Committee member Ziegler**

- Committee member Ziegler raised a recurring issue where drivers stop too far back to activate signal detection, causing backups and delays.
- Staff acknowledged the concern and stated they would circle back with the City Engineer to explore whether this could be addressed through a CRA-eligible work plan item and identify potential funding.

**C. Potential Town Center CRA Style Guide “Old Florida Style” – Committee member Davis**

Committee member Davis raised prior discussion attributed to Councilmember Trammell regarding developing a style guide for future development/projects in the CRA.

- Discussion highlights:
  - The concept would be forward-looking and not applied to existing development.
  - The members discussed “Old Florida style” / “Florida vernacular” as potentially including:
    - Clapboard-style architecture
    - Metal roofs
    - Porches and similar features
  - Interest was expressed in guidelines that promote visual consistency without being “cookie-cutter,” and that help avoid incompatible contrasts, such as modern structures adjacent to historic structures.
- Staff agreed the concept is worth exploring and suggested further work to clarify community expectations and define what the style means in practice.

**6. PUBLIC COMMENT: None**

**7. NEXT MEETING: March 18, 2026**

**8. ADJOURNMENT:**

Having no further discussions, the meeting was adjourned at 6:05 PM.

Adopted and approved \_\_\_\_\_ day of \_\_\_\_\_ 2026.

\_\_\_\_\_  
Lockwood Wernet Chairman

\_\_\_\_\_  
Kim Montgomery Deputy City Clerk

**DRAFT**

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** March 16, 2026  
**TYPE OF AGENDA ITEM:** City Manager Report  
**AGENDA OUTLINE NUMBER:** 4.J.

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**TO:** City Council

**THRU:**

**FROM:**

**DATE:**

**SUBJECT:** Announcements

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**I. BACKGROUND:**

**II. DISCUSSION:**

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

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:**

Attachments:

None

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** March 16, 2026  
**TYPE OF AGENDA ITEM:** Public Hearing  
**AGENDA OUTLINE NUMBER:** 5.A.

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**TO:** City Council

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

**FROM:** Daniel Butler, Principal Planner  
Noell Bell, Chief Building Official

**DATE:** February 24, 2026

**SUBJECT:** Second reading of Ordinance 26-12-LC — Amending the Land Development Code to define "Indoor Sports Recreation Establishments"; Amending Table 7-2 "Table of Allowable Uses" to allow indoor sports recreation establishments as a permitted use in the Industrial zoning district; Amending Article 8 "Transportation," Table 8-6, "Number of Vehicle and Bicycle Parking Spaces Required"; Modifying parking requirements for indoor sports recreation establishments as set forth herein.

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**I. BACKGROUND:** On February 2, 2026, the City Council requested an amendment to the Land Development Code that would allow indoor sports recreation establishments as a permitted use within the Industrial zoning district. Council further directed that staff also address potential parking requirements/reductions appropriately given the nature of the use and unoccupied portions of the square footage for batting cages and similar such unoccupied space within the indoor sports recreation complex.

**II. DISCUSSION:** Currently, indoor sports recreation establishments are prohibited in the Industrial zoning district. As noted above, this is a City Council-initiated text amendment that proposes to allow indoor sports recreation establishments as a permitted use in the Industrial zoning district. Specifically, the proposed ordinance (1) amends Table 7-2 to allow indoor sports recreation establishments as permitted use, and (2) amends Table 8-6 to set forth the required parking for the indoor sports recreation establishments.

With respect to parking, the City Council recognized that while current parking requirements are based on square footage, certain reductions may be appropriate where indoor sports recreation establishments utilize large portions of unpopulated space for recreational areas such as batting cages. Therefore, staff recommends that indoor sports recreation establishments are

required to provide 1 parking space per 500 square feet, except that square footage occupied by batting cages shall be required to provide two (2) space(s) per batting cage.

The proposed Ordinance is a commercial use appropriate for the Industrial zoning district and is therefore consistent with the relevant provisions of the Comprehensive Plan. The Comprehensive Plan provides the following Objective and Policy with respect to the Industrial FLU designation:

**OBJECTIVE 1-2.5: ESTABLISH INDUSTRIAL LAND USE DESIGNATION.** The FLUM (Map 1-1), shall delineate land for existing and anticipated future industrial needs and requisite support services.

**Policy 1-2.5.1: Industrial (IN).** The Industrial (IN) designation is designed to accommodate arrangements of industrial and limited commercial development types, with the intent to promote natural resource enhancement and to promote open spaces around buildings. Density is not provided within this FLUM designation, and therefore, residential uses are prohibited, including short-term residential uses. This provision shall not prohibit residences for night watchmen or custodians whose presence on industrial sites is necessary for security purposes. The industrial land use designation shall be allocated to industrial sites accessible to Airport facilities, and/or major thoroughfares. The sites shall be buffered from residential neighborhoods. The allocation of land use designations should provide a high priority to industry's frequent need for strategically located lands which are accessible to air and highway transport facilities, as well as labor markets and necessary urban services. The industrial (IN) designation is intended to provide strategically located sites principally within the southeast quadrant of Main Street and Airport Road. The City shall work with industrial interest groups to pursue selective industrial expansion as set forth herein in Policy 1-1.4.3.

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.

**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:** Councilman Schmidt

**E. Business Impact Statement:** **1. Summary of proposed Ordinance 26-12-LC**

An Ordinance amending the Land Development Code to define “Indoor Sports Recreation Establishments”; allowing indoor sports recreation establishments as a permitted use in the industrial district, and providing for required parking.

**2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the city.**

None.

**a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.**

None. Currently, this particular use is not specifically defined within the City of Destin. This ordinance creates an opportunity for businesses to exercise this land use within the Industrial Zoning District.

**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 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.**

There is currently one known business that desires to locate an indoor sports recreation establishment within the industrial zoning district, and the opportunity is open to any others within the district as well.

**4. Any additional information the board determines may be useful.**

None.

**III. CONCLUSION:** Staff believes that the proposed Ordinance is consistent with the Council's directive as well as consistent with the Comprehensive Plan, and recommends City Council approval. Also, at the regularly scheduled Local Planning Agency (LPA) meeting on Thursday, February 19, 2026, the LPA unanimously recommended City Council approve Ordinance 26-12-LC with the changes discussed.

**IV. RECOMMENDED MOTION:** I move to adopt proposed Ordinance 26-12-LC on second reading.

Attachments:

1. 3\_3\_26 Ord. 26-12-LC Indoor Sports Recreation Establishments

**ORDINANCE NO. 26-12-LC**

**AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE TO DEFINE “INDOOR SPORTS RECREATION ESTABLISHMENTS”; AMENDING TABLE 7-2 “TABLE OF ALLOWABLE USES” TO ALLOW INDOOR SPORTS RECREATION ESTABLISHMENTS AS A PERMITTED USE IN THE INDUSTRIAL ZONING DISTRICT; AMENDING ARTICLE 8 “TRANSPORTATION”, TABLE 8-6 “NUMBER OF VEHICLE AND BICYCLE PARKING SPACES REQUIRED”; MODIFYING PARKING REQUIREMENTS FOR INDOOR SPORTS RECREATION ESTABLISHMENTS; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**SECTION 1. AUTHORITY.**

The authority for enactment of this Ordinance is Article 1, Section 1.01 (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

**SECTION 2. FINDINGS OF FACT.**

**WHEREAS**, Chapter 163, Part II, of Florida Statutes, entitled the Community Planning Act ("Act"), empowers and requires the City Council to plan for the City’s future development and growth and to adopt and amend its Land Development Code, or elements of portions thereof, to guide the future growth and development of the City; and

**WHEREAS**, the City Council desires to encourage the development of additional sports recreational facilities including but not limited to indoor batting cages, to serve residents, visitors, and their families in appropriately zoned areas of the City; and

**WHEREAS**, the City Council has determined it is appropriate and in the best interest of the public to allow indoor sports recreational establishments in the Industrial zoning district; and

**WHEREAS**, the City Council recognizes that while current parking requirements are based on square footage, certain reductions may be appropriate where indoor sports recreational establishments utilize large portions of open space for recreational areas such as batting cages; and

**WHEREAS**, the City Council desires to efficiently and effectively regulate parking standards for indoor sports recreational establishments in a manner that balances the public health safety and welfare with land owners' private property rights; and

**WHEREAS**, the Local Planning Agency held a public hearing, with all required public notice on February 19, 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 Sections 3, 4 and 5 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 3 – DEFINITIONS.**

\*\*\*

Indoor Sports Recreation Establishments: An establishment providing completely enclosed sports recreation activities. Accessory uses shall be permitted to include the preparation and serving of food and/or the sale of equipment related to the enclosed uses. Nothing herein shall be construed to abrogate the prohibitions on sports gambling or any other gambling, which are prohibited by Chapter 14, Article 7 of the City Code of Ordinances (“Gambling Prohibited in City Limits”).

\*\*\*

**SECTION 4. Article 7 - LAND USE, TYPE, DENSITY, INTENSITY, ZONING AND REGULATORY CONTROLS.**

\*\*\*

**TABLE 7-2: TABLE OF ALLOWABLE USES**

	BE	LDR-V	LDR-HI	LDR-H	MDR-V	MDR-HI	HDR	CBN	CL	CG	CTS	ROI-TD	ROI-VR	ROI-	CBR	TCMU	CMU	CMU-V	SHMU	NHMU	GRMU	HIMU	BRMU	IN	A	INST	REC	CON
***	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
<b>Sector 71 Arts, Entertainment, and Recreation</b>																												
713990 All other amusement and recreation industries										C		C	C			C	P	C	P	P	P	P	P				P	P
Indoor Sports Recreation Establishments																								P				
***	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
<b>Footnotes</b>																												
P = Permitted Use, C = Conditional Use, and A = Accessory Use																												

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**SECTION 5. Article 8- TRANSPORTATION.**

TABLE 8-6: NUMBER OF VEHICLE AND BICYCLE PARKING SPACES REQUIRED			
Uses		Maximum Vehicle Parking (within Old Desting MMTD); otherwise, Minimum Vehicle Parking	Minimum Bicycle Parking
***		***	***
713990 All other amusement and recreation industries		1 space for every 4 seats in facilities available for patron use; or 1 space for each 150 square feet of gross floor area or ground area, whichever is applicable to the facility.	10%
	a) Indoor shooting ranges	1 space for every shooting lane plus 1 space for every 250 square feet of retail sales gross floor area	10%

	b) Skating rinks	1 space for every 200 square feet of gross floor area	10%
	c) Stables	1 space for every 5 horses boarded on-site	0%
	d) Tennis, handball, and racquetball facilities	2 spaces for every court, plus required parking for additional uses on-site	10%
	<u>e) Indoor sports recreation establishments (including batting cages)</u>	<u>2 spaces for every batting cage, plus 1 space for every 500 square feet of additional gross floor area</u>	<u>10%</u>
***			

**SECTION 6. INCORPORATION INTO LAND DEVELOPMENT CODE.** This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

**SECTION 7. CONFLICTING PROVISIONS.** 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 8. 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 9. EFFECTIVE DATE.** This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

(Signatures follow on next page)

**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: \_\_\_\_\_  
Second Reading: \_\_\_\_\_



## COMMUNITY DEVELOPMENT DEPARTMENT

## AGENDA ITEM

**MEETING DATE:** March 16, 2026  
**BOARD/COMMITTEE:** City Council  
**TYPE OF AGENDA ITEM:** Public Hearing

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**TO:** City Council

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

**FROM:** Daniel Butler, Principal Planner  
Noell Bell, Interim Community Development Director

**DATE:** March 9, 2026

**SUBJECT:** Ordinance 26-14-LC – 446 Calhoun Avenue Rezone from Bay Estates (BE) to Recreation (REC)

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**BACKGROUND:**

The subject property, 446 Calhoun Avenue, is approximately .78 acres. The subject property has a zoning designation of Bay Estates (BE). Currently, the property is under contract to be purchased by the City, contingent upon approval of a FLUM amendment and rezoning. The City intends to utilize the property as additional vehicular parking for the existing Dalton Threadgill Park. The proposal of such FLUM amendment and rezoning is necessary to align the future land use and zoning designation of the subject property as Recreational (REC), similar to all other park properties within the City.

**DISCUSSION:**

The proposed FLUM amendment and associated rezoning is necessary for the property acquisition to move forward, as the purchase agreement is contingent upon the approval of both ordinances.

The subject property consists of the following parcel, totaling approximately .78 acres:

Address and Parcel ID Numbers of Project:

- 446 Calhoun Avenue (00-2S-22-0310-000D-038C)

The property currently has a zoning designation of **Bay Estates (BE)**.

**COMPREHENSIVE PLAN ANALYSIS:**

Comprehensive Plan Policy 12-3.1.2 requires **Future Land Use Map Amendments** to be evaluated using the following criteria:

- a. **Orderly Development and Land Use Compatibility.** Whether, and the extent to which, the proposal would maintain a compatible land use pattern, a smooth transition in the land use, considering the type and location of uses involved, the density, and intensity. Approval of a Comprehensive Plan amendment must be supported by evidence that the change will be consistent with Comprehensive Plan land use policies.

**Staff Findings:**

The proposed **REC** zoning designation is described as below within the City's Comprehensive Plan –

***Policy 1-2.7.2: Recreation (REC). The "REC" land use provides for publicly and privately owned property and facilities, with the intent to promote natural resource enhancement and to promote open spaces around buildings. No permanent or transient residential development is allowed within this FLUM designation. The LDC shall provide specific regulations for managing development of lands designated "REC."***

- 1. Active recreation areas include beach parks, boat launching facilities, parks, basketball courts, tennis courts, baseball and softball fields, meeting halls and the like. The intensity of development of such sites shall be limited to 75 percent of impervious surface for the site, and be consistent with all setbacks, parking, landscaping, and open space requirements as defined within the LDC. Also, buffering to prevent intrusive noise, light, glare, vibration or other nuisance factors shall be required on all newly developed recreation sites.***
- 2. Passive recreation areas include open spaces, wilderness and wetlands preserves, scenic vistas, parks, and Clement Taylor Park.***
- 3. Development of all locally-owned public recreation facilities within the City shall be reviewed and approved by the City Council prior to development of such site.***

Staff finds that the proposed rezoning from BE to REC is compatible and would result in a major decrease in the density permitted on the subject properties. As a result, there would be no housing developments able to be located on the subject parcel. The existing residential structure located on the property is anticipated to be demolished.

Staff finds that the proposed rezoning to REC maintains a compatible land use pattern, provides a smooth transition in the land use, and is consistent with Comprehensive Plan land use policies.

This criterion has been met.

- b. **Adequate Public Facilities.** Approval of a Comprehensive Plan amendment must be supported by evidence that the amendment will not result in public facilities and services exceeding the capacity for such services and facilities existing or programmed, including transportation, utilities, drainage, recreation, education, emergency services and similar necessary facilities and services.

**Staff Findings:**

The proposed use of the property would serve as support for the adjacent Dalton Threadgill Park by providing additional space for parking, stormwater management facilities, and other necessary infrastructure. There are existing adequate public facilities to the site such as access, utilities, and emergency services.

This criterion has been met.

- c. **Natural Environment.** Whether, and the extent to which, the proposal would result in significantly adverse impacts on the natural environment. An amendment of the Future Land Use Map shall not violate policies within the Comprehensive Plan that protect the natural environment.

**Staff Findings:**

By proposing this rezoning, there would be no allowable residential development on this parcel, which results in a decrease in density permitted on the subject properties. As previously stated in the staff report, the existing residential structure located on the property is anticipated to be demolished. Any new construction would comply with the City's requirements and would not adversely impact the natural environment.

Staff has determined that the proposed amendment does not violate any policies within the Comprehensive Plan that protect the natural environment.

This criterion has been met.

- d. **Economic Effects.** Whether, and the extent to which, the proposal would adversely impact private property rights, the general health, safety, and welfare and adversely impact the financial resources of the City.

**Staff Findings:**

The proposed rezoning is consistent and compatible with the surrounding area, as the park that this property is proposed to support is currently zoned REC. It does not adversely impact private property rights, the general health, safety, and welfare. Alternatively, this purchase will provide citizens more opportunity to utilize the existing park. The City has already budgeted monies for the project; therefore, the proposed rezoning does not adversely impact the financial resources of the City.

This criterion has been met.

- e. **Public Interest Enabling Act.** Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and intent of the Comprehensive Plan and its enabling legislation. Amendments shall be consistent with the Comprehensive Plan and enabling legislation.

**Staff Findings:**

As previously stated, this project will support the adjacent Dalton Threadgill Park by providing additional space for parking, stormwater management facilities, and other necessary infrastructure. This purchase, again, will provide citizens more opportunity to utilize the existing park. Staff finds that the project is consistent and compatible with the surrounding area; therefore, the proposed amendment is in harmony with the purpose and intent of the Comprehensive Plan and its enabling legislation.

This criterion has been met.

- f. **Special Privileges.** Whether the proposed amendment would constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

**Staff Findings:**

The proposed rezoning would not constitute a grant of special privilege to an individual owner as contrasted with the public welfare. Rather, it is of public benefit to the entire City.

This criterion has been met.

- g. **Other Matters.** Other matters related to the Comprehensive Plan and conditions since adoption of the plan, which the City may deem appropriate in considering the amendment.

**Staff Findings:**

Staff finds that the proposed rezoning does not adversely impact any other matters related to the Comprehensive Plan and conditions since adoption of the plan.

This criterion has been met.

**PUBLIC COMMENT:**

None received to date.

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

- II. Enhanced quality of life and safety for families
- III. Economic development and revitalization

**2. Effect on Budget (EOB):**

This project has already been budgeted for by the City.

**3. Level of Service (LOS):**

This project would not have any effect on the surrounding Level of Service (LOS) , as it is not generating any additional trips.

**4. Legislative Sponsor:**

Councilman Schmidt

**CONCLUSION:**

Based on staff findings, the proposed rezoning from BE to REC is consistent and compatible with the surrounding area, and is in accordance with the procedure located within the City's *LDC Section 2.02.00*.

**RECOMMENDED MOTIONS:**

I move that the City Council approve the proposed Ordinance 26-14-LC on first reading.

**ALTERNATE MOTIONS:**

I move that the City Council approve with conditions/approve with modifications/deny the proposed Ordinance 26-14-LC on first reading.

Attachments:

1. 26-14-LC\_Ordinance Rezone – 446 Calhoun Ave.
2. Adjacent Property Notification Letter
3. Purchase and Sale Agreement
4. Business Impact Statement

**ORDINANCE NO. 26-14-LC**

**AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2, ZONING MAPS, TO INCLUDE A CHANGE IN THE ZONING DESIGNATION OF REAL PROPERTY GENERALLY LOCATED AT 446 CALHOUN AVENUE, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, CONSISTING OF APPROXIMATELY .78 ACRES, FROM BAY ESTATES (BE) TO RECREATION (REC); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR A ZONING MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.  
(OKALOOSA COUNTY PARCEL ID NUMBER:  
00-2S-22-031 0-000D-038C)**

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1. AUTHORITY.** The authority for enactment of this Ordinance is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

**SECTION 2. FINDINGS OF FACT.**

**WHEREAS**, after due public notice, a public hearing was conducted on March 19, 2026, by the Local Planning Agency and its recommendations reported to the City Council; and

**WHEREAS**, after due public notice, a public hearing has been conducted by the City Council; 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.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:**

**SECTION 3. ZONING MAP AMENDMENT.** The Official Zoning Map of the City of Destin, Florida, as referenced in the Land Development Code, section 7.12.01(A)2 “Zoning Maps”, is hereby amended to include a change of zoning map designation from **BAY ESTATES (BE) TO RECREATION (REC)** for the real property generally located at 446 Calhoun Avenue, with the following Parcel Identification Number: 00-2S-22-031 0-000D-038C, consisting of approximately .78 acres, as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference.

**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.** Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

**SECTION 6. SEVERABILITY.** Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

**SECTION 7. EFFECTIVE DATE.** This ordinance shall become effective upon occurrence of all three of the following: (1) its adoption by the City Council, (2) signature by the Mayor, and (3) Ordinance 26-15-PC (containing the FLUM amendment for the subject property) becoming effective. In the event that Ordinance 26-15-PC does not become effective, this Ordinance shall be null and void.

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: \_\_\_\_\_

**Exhibit A**  
**Legal Description**

Property Address: 446 Calhoun Avenue, Destin, Florida 32541

**From the easternmost corner of Lot 41 at the intersection of Sibert Avenue and Lake Street, run westerly along the south boundary of Lake Street 215 feet to the POB; thence continue westerly along the south line of Lake Street 150 feet to a point; thence south  $15^{\circ}25'50''$  east 154.86 feet; thence south  $34^{\circ}36'10''$  east 119.67 feet to Sibert Avenue; thence north  $45^{\circ}46'10''$  east along the northwest line of Sibert Avenue 110 feet; thence north  $12^{\circ}34'50''$  west 176.92 feet to the POB, all being in Lots 40 and 41, Block D, Calhoun's Subdivision of Addition to Town of Destin, Okaloosa County, Florida, according to 2nd Revision Plat thereof according to the records in the Office of the Clerk of the Circuit Court of Okaloosa County, Florida in Plat Book 2, Page 43-A.**

**Okaloosa County Parcel Identification Number: 00-2S-22-031 0-O00D-038C**



# Community Development Planning and Zoning Division

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

March 9, 2026

**Subject: Notification of Development Project: 446 Calhoun Avenue  
Future Land Use Map (FLUM) Amendment & Rezone  
City of Destin Ordinance Numbers: 26-15-PC & 26-15-PC**

Dear Property Owner:

The purpose of this letter is to notify you that the City of Destin is initiating a Future Land Use Map (FLUM) Amendment and Rezone application for the subject property. As an owner of property located within 300 feet of this project, *Article 2.17.00 of the Destin Land Development Code (LDC)* requires a written notice providing you the following information.

*This notice is for informational purposes only and no action is required of you. However, citizens are encouraged to provide any comments to the email address provided below.*

Name of Owner: Sandcastles Suites LLC

Name of Agent: City of Destin

Address of Project: 446 Calhoun Avenue

Parcel ID Number: 00-2S-22-0310-000D-038C

Project Description: This project includes the consideration of proposed Ordinances 26-15-PC and 26-15-PC, regarding the Future Land Use Map (FLUM) Amendment and Rezone of the subject property from Bay Estates (BE) to Recreation (REC), to be utilized as additional parking for the existing Dalton Threadgill Park.

Location Map: Please refer to the back of this letter.

Location of Application Package: To request a digital copy of the application package be sent to you, please call the City Clerk at (850) 837-4242 or fill out a public records request online: <http://www.cityofdestin.com/forms.aspx?fid=121>

If you have any questions, please do not hesitate to call (850) 654-1119 or email [planning@cityofdestin.com](mailto:planning@cityofdestin.com).

Sincerely,

*Christopher Rush*



Chris Rush  
Planner

Cc: Planning Division  
Project File



Choctawhatchee Bay

29

433

437

441

445

453

457

459

CALHOUN AVE

418

438

711

CARTER LN

416

446

HICKORY ST

408

421

DALTON  
THREADGILL  
PARK

04

419

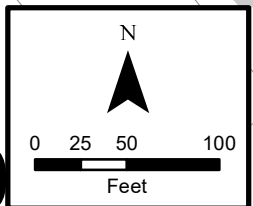
712

SIBERT AVE

711

710

703



**PURCHASE AND SALE AGREEMENT  
BETWEEN THE CITY OF DESTIN AND  
SANDCASTLES SUITES LLC FOR  
446 CALHOUN AVENUE**

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement") entered into this \_\_\_\_ day of February, 2026 ("Effective Date") between **SANDCASTLES SUITES LLC** whose address is PO BOX 6096, Miramar Beach, FL 32550 ("Seller"), and **THE CITY OF DESTIN, FLORIDA**, whose address is 4200 Indian Bayou Trail, Destin, Florida, 32541, ("Buyer") (Seller and Buyer are collectively hereinafter referred to as the "Parties").

**RECITALS**

A. **Property.** The subject property is a .78 acre parcel of residential land located adjacent to the City-owned Threadgill Park, and having the assigned postal address of 446 Calhoun Avenue, Destin, Okaloosa County, FL 32541, with Okaloosa County Property Appraiser Parcel ID Number: 00-2S-22-0310-000D-038C (the "**Property**"). The Property includes any and all improvements, fixtures, timber, water, minerals located thereon, and any and all appurtenant rights, including but not limited to, riparian and littoral rights, timber rights access rights and mineral rights.

B. **As Is Condition.** Seller wishes to sell the Property to Buyer and Buyer wishes to purchase the Property from Seller in its "As Is" condition on the terms and conditions set forth in this Agreement.

C. **Authority.** The City Council of the City has authorized the City Manager to execute this Agreement at a duly noticed regular City Council meeting held on February 17, 2026.

D. **Contact Information.** The contact information for the Parties to this Agreement is as follows:

**FOR BUYER:**

Larry Jones, City Manager  
City of Destin  
4200 Indian Bayou Trail  
Destin, FL 32541  
[ljones@cityofdestin.com](mailto:ljones@cityofdestin.com)  
850-837-4242

**FOR SELLER:**

Lara N. Watt  
Sandcastle Suites, LLC  
PO Box 6  
Miramar Beach, Florida  
\_\_\_\_\_(Email)  
850-\_\_\_\_\_(Phone)

With a copy to :

Kimberly Romano Kopp, City Attorney  
City of Destin  
PO Box 5524  
Destin, FL 32541  
407-430-7070  
[kkopp@cityofdestin.com](mailto:kkopp@cityofdestin.com)

Joseph McNair, Esq.  
350 W. Cedar St.  
Suite 401  
Pensacola, Florida 32502  
\_\_\_\_\_(Phone)  
[joseph@mcnair-law.com](mailto:joseph@mcnair-law.com)

THE ABOVE RECITALS ARE HEREBY INCORPORATED HEREIN AND THE PARTIES FURTHER AGREE AS FOLLOWS:

1. **Purchase and Sale.** In consideration of an earnest money deposit by Buyer to Seller in the amount of One Thousand Dollars and 00/100 (\$1,000.00) (the "Deposit") and other good and valuable consideration as set forth below, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and Buyer agrees to buy the Property on the terms and conditions set forth in this Agreement. The Deposit paid above shall be credit toward the Purchase Price (as defined below). Seller shall return the Deposit to Buyer if the sale of the Property is not completed under this Agreement because of Seller's failure, refusal or inability to perform any of Seller's obligations under this Agreement.

2. **Inspection Period.** The period of time from the effective date of this Agreement through the Closing Date, shall constitute Buyer's inspection period (the "Inspection Period"). During the Inspection Period, Buyer, through its employees, agents and contractors may enter upon the Property for the purpose of making any inspections and investigations, as Buyer deems appropriate in order to assess the condition of the Property. During the Inspection Period, Buyer may, in its sole discretion, terminate this Agreement by delivering written notice to Seller, prior to the end of the Inspection Period if it deems the survey, status of title, or physical or environmental condition to be unacceptable to Buyer. Any surveys, environmental assessments, or other reports, studies or any other documents of any kind whatsoever obtained by Buyer related to the Property, whether obtained during the Inspection Period or otherwise, shall be provided to Seller within ten days of Seller's request if Buyer cancels this Agreement or does not close as required hereunder.

3. **Purchase Terms.**

a. **Price.** The purchase price for the Property shall be Four-Hundred and Fifty Thousand Dollars and 00/100 (**\$450,000.00**) (the "**Purchase Price**").

b. **Method of Payment.** The Purchase Price shall be paid at closing by cashier's or bank check or by wire transfer of immediately available funds, subject to credits, prorations and adjustments as provided in this Agreement.

4. **Closing.** In the event Buyer does not terminate this Agreement as permitted herein, the Closing shall take place **on or before April 20, 2026**, at a time and place mutually agreeable to the parties and the Closing Agent. The Parties may arrange to close by mail. Seller shall have the right to extend the closing date if it reasonably believes the City is not acting in good faith to process its application pursuant to Paragraph 11. The Closing Date may also be extended by mutual written agreement between the parties. The Closing Agent for this transaction shall be Anchors Smith Grimsley, PLC.

Closing Agent shall deliver to Buyer at closing the following documents prepared by Closing Agent and approved by Seller:

a. a warranty deed to the Property meeting the requirements as to title of Section 6 below, together with a bill of sale for the personal property appurtenant to the Property, if any, and;

b. an owner's affidavit attesting to the absence of mechanic's or materialmen's liens, boundary line disputes, proceedings involving Seller which might affect title to the Property, or

parties in possession other than the Seller and such lessees or licensees as may be in possession pursuant to ground leases or licenses and meeting the requirements of Section 6, below, and;

c. such other instruments and documents as Buyer's counsel may reasonably request for the purpose of confirming proper and lawful execution and delivery of closing documents and conveyance of the Property to Buyer in accordance with this Agreement, and any of the requirements of the title insurer, including, without limitation, assignments of surviving leases and contracts affecting the Property.

d. closing statement.

Possession of the Property shall pass to Buyer at time of closing.

5. **Closing Expenses and Prorations.**

- a. At closing Seller shall pay: i.) transfer or documentary taxes on the deed of conveyance, if any; ii.) recording fees for the deed of conveyance;
- b. Buyer shall pay: i.) the cost of the survey; ii.) the cost of the hazardous materials audits; and iii.) the cost of title examination, preparation of the title insurance commitment, the owner's title insurance premium, the lender's title insurance premium (if applicable) and all other costs associated with the preparation and delivery of the owner's and lender's title insurance policies.
- c. All other expenses, including, without limitation, attorneys' fees, shall be paid by the party incurring the same.

6. **Condition of Title.**

- a. Within fifteen (15) days of the effective date of this Agreement, Closing Agent shall provide a commitment for a title insurance policy from First American through Closing Agent on the Property in the amount of the Purchase Price. At closing, the premium for the title insurance policy shall be paid in accordance with Section 5.
- b. Buyer may object to any matter of title that would render title unmarketable or uninsurable. Such objections to title shall be specified in writing and delivered to Seller within ten(10) days from the date of receipt of the title commitment by Buyer.
- c. In the event Buyer timely notifies Seller of objections to title, Seller may or may not make efforts to cure such title defects within thirty (30) days from receipt of notice.
- d. If Seller is unable to make title to the Property such as is required by Buyer by the closing date, or chooses not to make efforts to cure the title, then Buyer shall have the right to:
  - i. terminate this Agreement, in which case all monies paid by Buyer in accordance with this Agreement shall be returned immediately to Buyer and the Parties shall be relieved of any further obligations hereunder; or
  - ii. elect to accept title to the Property in its existing condition.

7. **Buyer's Right of Entry and Survey.** Seller shall provide to Buyer any boundary surveys in Seller's possession and Buyer shall be entitled to obtain a survey of the Property if desired. If a survey by Seller or Buyer's surveyor discloses any state of facts which materially or

adversely affect the insurability of marketability of the title to the Property, same shall be treated in the same manner as a title defect under Section 6 above.

8. **Future Land Use and Zoning Contingency.** This Agreement is contingent on the Destin City Council changing the Future Land Use designation and Zoning classification of the Property from Bay Estates (BE) to Recreation (REC) prior to the Closing Date (unless an extension is otherwise agreed by the parties in writing). Seller acknowledges and agrees that such changes from BE to REC are made with Seller's full authorization. Nothing herein shall obligate the City Council to change the Future Land Use or Zoning of the Property, and any such decision shall be in the sole discretion of the City Council after duly held public hearings with public input. In the event the Closing does not occur, the Future Land Use Designation and Zoning shall remain Bay Estates (BE) or shall be returned to Bay Estates (BE) at no cost to Seller

9. **Hazardous Materials.** Buyer may obtain a Phase I Environmental Site Assessment ("ESA") performed in accordance with the requirements set forth in ASTM E 1527-15. Additionally, in the State of Florida, if an ESA gives an opinion regarding geology, the report must be signed by a Professional Geologist or Professional Engineer qualified in geology. In the event that the Phase 1 Audit final report states that there is more than a low probability that Recognized Environmental Conditions are present on or beneath the surface of the Property, or further investigation are necessary to determine whether Recognized Environmental Conditions are present ("Unsatisfactory Report"), Buyer may elect to terminate this Agreement by giving notice as required herein, in which event the Seller agrees to return to Buyer the Deposit, and thereafter the parties shall have no further obligations under this Agreement.

10. **Representations and Warranties of Seller.**

Seller represents and warrants to Buyer that:

(a) Seller currently has, and shall have at closing, good and marketable fee simple title to the Property.

(b) Seller has full power and authority to enter into this Agreement and to convey title to the Property in accordance with this Agreement.

(c) No one other than Seller will be in possession of, nor have any right of possession of, any portion of the Property at the time of conveyance to Buyer or anytime thereafter. This includes any person with a leasehold interest or an agreement to rent the Property on a long-term or short-term basis.

(d) Seller represents that Seller does not know of any violations of governmental laws, rules, and regulations that materially affect the value of the Property.

(e) Flood Zone: Buyer is advised to verify by survey or with appropriate governmental agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(f) Homeowner's Association: As of the date of closing, the Property will not be subject to a mandatory membership in a Homeowner's Association.

If, before the conveyance to Buyer, Seller discovers any information or facts that would materially change the foregoing warranties and representations, Seller shall immediately give notice to Buyer of those facts and information. If the facts which cause any warranty or

representation to be inaccurate are not remedied before the date of conveyance to Buyer, Buyer may elect to terminate this Agreement, in which case Buyer shall have no obligation to accept title to the Property.

11. **Notices.**

All notices pertaining to this Agreement shall be in writing delivered to the parties hereto by hand, electronic mail, first class mail, or courier service, in accordance with the information set forth in Recital "A."

12. **Binding on Successors.** This Agreement shall be binding not only upon the Parties but also upon their respective heirs, personal representatives, assigns and other successors in interest.

13. **Remedies upon Default.** In the event that Seller defaults in the performance of any of Seller's obligations under this Agreement, Buyer may elect to receive the return of its earnest money deposit for Seller's default or Buyer may elect to pursue a specific performance action against the Seller. In the event of a default by Buyer, Seller shall have the right to pursue a specific performance action against Buyer, or pursue any other available legal or equitable remedies.

14. **Entire Agreement/Modification.** This Agreement shall not be modified or amended except by an instrument in writing, signed by or on behalf of both parties.

15. **Counterparts.** The Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall be deemed an original and which, together, shall constitute one and the same agreement.

16. **Acknowledgement.** In the event temporary or permanent informational plaques or signs are placed by Buyer on sites purchased under this Agreement, such plaques will include statement indicating that the sites were acquired with the assistance of Seller, and shall contain Seller's logo. Such logo shall be readable from the distance at which the sign was intended to be read.

17. **Time is of the Essence.** Time is of the essence for all provisions of this Agreement.

18. **Brokers/Real Estate Agents.** The Parties acknowledge and agree that no real estate broker or agent is involved in this transaction and that no commission or other compensation will be owed to any broker or real estate agent as a result of this transaction.

19. **Attorney FeesNenu.** Each party shall pay its own attorney's fees and costs incurred in any litigation relating to this Agreement and any and all documents relating to this Agreement. The parties acknowledge and agree that this Agreement was entered into in Okaloosa County, Florida and if any litigation results from an alleged breach of this Agreement by any party, the exclusive venue and jurisdiction for any such litigation that relates in any way whatsoever to this Agreement, or any and all documents or instruments executed pursuant to this Agreement shall

be the state courts of Okaloosa County, Florida.

20. **Assignment.** Buyer may not assign this Agreement without written approval of Seller.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed and sealed by its duly authorized signatory(ies) on the dates set forth below.

SELLER  
SANDCASTLES SUITES LLC

---

Lara N. Watt, Managing Member

BUYER  
CITY OF DESTIN

---

Larry Jones, City Manager

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

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Kimberly Romano Kopp, City Attorney

## **City of Destin Business Impact Statement – Ord 26-14-LC**

In accordance with the provisions of controlling law, notwithstanding the fact that, an exemption may apply, the City hereby publishes the following information:

**1. Summary of the proposed ordinance:**

Ord. 26-14-LC amends the zoning designation of the subject property (446 Calhoun Avenue) from Bay Estates (BE) to Recreation (REC).

**2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:**

The proposed ordinance will have little to no impact on private, for-profit businesses, as the purchased property is to be utilized for additional parking for the existing Dalton Threadgill Park.

**3. Estimate of direct compliance costs that businesses may reasonably incur:** There are no direct compliance costs associated with adopting this proposed ordinance.

**4. Any new charge or fee imposed by the proposed ordinance:**

The adoption of this proposed ordinance imposes no new fees.

**5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:**

The proposed ordinance would have no impact on the City's regulatory costs.

**6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:**

The only businesses that would be impacted by this ordinance are the businesses that are selected to do site work on the property, such as demolition, grading, pavement, etc., and these would be positively impacted by generating business.



COMMUNITY DEVELOPMENT DEPARTMENT

# AGENDA ITEM

**MEETING DATE:** March 16, 2026  
**BOARD/COMMITTEE:** City Council  
**TYPE OF AGENDA ITEM:** Public Hearing

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**TO:** City Council

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

**FROM:** Daniel Butler, Principal Planner  
 Noell Bell, Interim Community Development Director

**DATE:** March 9, 2026

**SUBJECT:** Ordinance 26-15-PC – 446 Calhoun Avenue Future Land Use Map (FLUM)  
 Amendment from Bay Estates (BE) to Recreation (REC)

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**BACKGROUND:**

The subject property, 446 Calhoun Avenue, is approximately .78 acres. The subject property has a FLUM designation of Bay Estates (BE). Currently, the property is under contract to be purchased by the City, contingent upon approval of a FLUM amendment and rezoning. The City intends to utilize the property as additional vehicular parking for the existing Dalton Threadgill Park. The proposal of such FLUM amendment and rezoning is necessary to align the future land use and zoning designation of the subject property as Recreational (REC), similar to all other park properties within the City.

**DISCUSSION:**

The proposed FLUM amendment and associated rezoning is necessary for the property acquisition to move forward, as the purchase agreement is contingent upon the approval of both ordinances.

The subject property consists of the following parcel, totaling approximately .78 acres:

Address and Parcel ID Numbers of Project:

- 446 Calhoun Avenue (00-2S-22-0310-000D-038C)

The property currently has a **Future Land Use Map (FLUM)** designation of **Bay Estates (BE)**.

**COMPREHENSIVE PLAN ANALYSIS:**

**Comprehensive Plan Policy 12-3.1.2** requires **Future Land Use Map Amendments** to be evaluated using the following criteria:

- a. **Orderly Development and Land Use Compatibility.** Whether, and the extent to which, the proposal would maintain a compatible land use pattern, a smooth transition in the land use, considering the type and location of uses involved, the density, and intensity. Approval of a Comprehensive Plan amendment must be supported by evidence that the change will be consistent with Comprehensive Plan land use policies.

**Staff Findings:**

The proposed **REC** FLUM designation is described as below within the City's Comprehensive Plan –

***Policy 1-2.7.2: Recreation (REC). The "REC" land use provides for publicly and privately owned property and facilities, with the intent to promote natural resource enhancement and to promote open spaces around buildings. No permanent or transient residential development is allowed within this FLUM designation. The LDC shall provide specific regulations for managing development of lands designated "REC."***

- 1. Active recreation areas include beach parks, boat launching facilities, parks, basketball courts, tennis courts, baseball and softball fields, meeting halls and the like. The intensity of development of such sites shall be limited to 75 percent of impervious surface for the site, and be consistent with all setbacks, parking, landscaping, and open space requirements as defined within the LDC. Also, buffering to prevent intrusive noise, light, glare, vibration or other nuisance factors shall be required on all newly developed recreation sites.***
- 2. Passive recreation areas include open spaces, wilderness and wetlands preserves, scenic vistas, parks, and Clement Taylor Park.***
- 3. Development of all locally-owned public recreation facilities within the City shall be reviewed and approved by the City Council prior to development of such site.***

Staff finds that the proposed FLUM amendment from BE to REC is compatible and would result in a major decrease in the density permitted on the subject properties. As a result, there would be no housing developments able to be located on the subject parcel. The existing residential structure located on the property is anticipated to be demolished.

Staff finds that the proposed FLUM amendment to REC maintains a compatible land use pattern, provides a smooth transition in the land use, and is consistent with Comprehensive Plan land use policies.

This criterion has been met.

- b. **Adequate Public Facilities.** Approval of a Comprehensive Plan amendment must be supported by evidence that the amendment will not result in public facilities and services exceeding the capacity for such services and facilities existing or programmed, including transportation, utilities, drainage, recreation, education, emergency services and similar necessary facilities and services.

**Staff Findings:**

The proposed use of the property would serve as support for the adjacent Dalton Threadgill Park by providing additional space for parking, stormwater management facilities, and other necessary infrastructure. There are existing adequate public facilities to the site such as access, utilities, and emergency services.

This criterion has been met.

- c. **Natural Environment.** Whether, and the extent to which, the proposal would result in significantly adverse impacts on the natural environment. An amendment of the Future Land Use Map shall not violate policies within the Comprehensive Plan that protect the natural environment.

**Staff Findings:**

By proposing this FLUM amendment and associated rezone, there would be no allowable residential development on this parcel, which results in a decrease in density permitted on the subject properties. As previously stated in the staff report, the existing residential structure located on the property is anticipated to be demolished. Any new construction would comply with the City's requirements and would not adversely impact the natural environment.

Staff has determined that the proposed amendment does not violate any policies within the Comprehensive Plan that protect the natural environment.

This criterion has been met.

- d. **Economic Effects.** Whether, and the extent to which, the proposal would adversely impact private property rights, the general health, safety, and welfare and adversely impact the financial resources of the City.

**Staff Findings:**

The proposed FLUM designation is consistent and compatible with the surrounding area, as the park that this property is proposed to support is currently zoned REC. It does not adversely impact private property rights, the general health, safety, and welfare. Alternatively, this purchase will provide citizens more opportunity to utilize the existing park. The City has already budgeted monies for the project; therefore, the proposed FLUM amendment and rezone do not adversely impact the financial resources of the City.

This criterion has been met.

- e. **Public Interest Enabling Act.** Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and intent of the Comprehensive Plan and its enabling legislation. Amendments shall be consistent with the Comprehensive Plan and enabling legislation.

**Staff Findings:**

As previously stated, this project will support the adjacent Dalton Threadgill Park by providing additional space for parking, stormwater management facilities, and other necessary infrastructure. This purchase, again, will provide citizens more opportunity to utilize the existing park. Staff finds that the project is consistent and compatible with the surrounding area; therefore, the proposed amendment is in harmony with the purpose and intent of the Comprehensive Plan and its enabling legislation.

This criterion has been met.

- f. **Special Privileges.** Whether the proposed amendment would constitute a grant of special privilege to an individual owner as contrasted with the public welfare.

**Staff Findings:**

The proposed FLUM amendment and rezone would not constitute a grant of special privilege to an individual owner as contrasted with the public welfare. Rather, it is of public benefit to the entire City.

This criterion has been met.

- g. **Other Matters.** Other matters related to the Comprehensive Plan and conditions since adoption of the plan, which the City may deem appropriate in considering the amendment.

**Staff Findings:**

Staff finds that the proposed FLUM amendment and rezone does not adversely impact any other matters related to the Comprehensive Plan and conditions since adoption of the plan.

This criterion has been met.

**PUBLIC COMMENT:**

None received to date.

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

- II. Enhanced quality of life and safety for families
- III. Economic development and revitalization

**2. Effect on Budget (EOB):**

This project has already been budgeted for by the City.

**3. Level of Service (LOS):**

This project would not have any effect on the surrounding Level of Service (LOS) , as it is not generating any additional trips.

**4. Legislative Sponsor:**

Councilman Schmidt

**CONCLUSION:**

Based on staff findings, the proposed FLUM amendment from BE to REC and the accompanying rezone from BE to REC are consistent and compatible with the surrounding area, and are in compliance with the applicable criteria for FLUM Amendments located within the City's **Comprehensive Plan Policy 12-3.1.2.**

**RECOMMENDED MOTIONS:**

I move to approve proposed Ordinance 26-15-PC on first reading.

**ALTERNATE MOTIONS:**

I move to approve with conditions/approve with modifications/deny proposed Ordinance 26-15-PC on first reading.

Attachments:

1. 26-15-PC\_Ordinance FLUM – 446 Calhoun Ave.
2. Adjacent Property Notification Letter
3. Purchase and Sale Agreement
4. Business Impact Statement

**ORDINANCE NO. 26-15-PC**

**AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE COMPREHENSIVE PLAN; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE ADOPTION OF A SMALL SCALE AMENDMENT TO THE COMPREHENSIVE PLAN FUTURE LAND USE MAP TO INCLUDE A CHANGE IN FUTURE LAND USE DESIGNATION OF REAL PROPERTY GENERALLY LOCATED AT 446 CALHOUN AVENUE, AS MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, CONSISTING OF APPROXIMATELY .78 ACRES, FROM BAY ESTATES (BE) TO RECREATION (REC); PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**(PARCEL ID NUMBER: 00-2S-22-0310-000D-038C)**

**SECTION 1. AUTHORITY.** The authority for enactment of this Ordinance is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

**SECTION 2. FINDINGS OF FACT.**

**WHEREAS**, the applicant desires to change the future land use designation from the BAY ESTATES (BE) future land use designation to the RECREATION (REC) future land use designation in the City’s Comprehensive Plan on a parcel of land generally located at 446 Calhoun Avenue, as more particularly described in Exhibit “A”, containing approximately .78 acres, more or less, lying within the corporate limits of the City; and

**WHEREAS**, after due public notice, a public hearing was conducted by the Local Planning Agency on March 5, 2026, and its recommendations reported to the City Council; and

**WHEREAS**, after due public notice, a public hearing has been conducted by the City Council; 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;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:**

**SECTION 3. ADOPTION OF THE AMENDMENT TO THE FUTURE LAND USE MAP:**

The City of Destin’s Future Land Use Map is hereby amended by changing the future land use designation from **BAY ESTATES (BE)** to **RECREATION (REC)** for the specific area of land generally located at 446 Calhoun Avenue with the following Parcel Identification Number: **00-2S-22-0310-000D-038C**, consisting of approximately .78 acres, which is legally described Exhibit “A”, attached hereto and incorporated herein by this reference.

**SECTION 4. INCORPORATION INTO COMPREHENSIVE PLAN.** Upon the effective date of the comprehensive plan amendment adopted by this Ordinance, said amendment shall be incorporated into the City of Destin’s Comprehensive Plan 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.** All prior inconsistent ordinances and resolutions adopted by the City Council, or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed by this ordinance to the extent of such conflict.

**SECTION 6. SEVERABILITY.** Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

**SECTION 7. EFFECTIVE DATE.** The comprehensive plan amendment shall not become effective until 31 days after adoption by the City Council, except however, if the plan amendment is timely challenged, this Ordinance shall not become effective until the date a final order is issued by the State Land Planning Agency, or the date the Administration Commission enters a final order determining that the adopted plan amendment is in compliance. No development orders, development permits, or land use dependent on this amendment may be issued or commenced before it becomes effective. After and from the effective date of this amendment, the comprehensive plan amendment set forth herein shall amend the City of Destin’s Comprehensive Plan and shall become a part of that plan and the amendment shall have the legal status of the City of Destin’s Comprehensive Plan, as amended.

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: \_\_\_\_\_

**Exhibit A**  
**Legal Description**

Property Address: 446 Calhoun Avenue, Destin, Florida 32541

**From the easternmost corner of Lot 41 at the intersection of Sibert Avenue and Lake Street, run westerly along the south boundary of Lake Street 215 feet to the POB; thence continue westerly along the south line of Lake Street 150 feet to a point; thence south 15°25'50" east 154.86 feet; thence south 34°36'10" east 119.67 feet to Sibert Avenue; thence north 45°46'10" east along the northwest line of Sibert Avenue 110 feet; thence north 12°34'50" west 176.92 feet to the POB, all being in Lots 40 and 41, Block D, Calhoun's Subdivision of Addition to Town of Destin, Okaloosa County, Florida, according to 2nd Revision Plat thereof according to the records in the Office of the Clerk of the Circuit Court of Okaloosa County, Florida in Plat Book 2, Page 43-A.**

**Okaloosa County Parcel Identification Number: 00-2S-22-031 0-O00D-038C**



# Community Development Planning and Zoning Division

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

March 9, 2026

**Subject: Notification of Development Project: 446 Calhoun Avenue  
Future Land Use Map (FLUM) Amendment & Rezone  
City of Destin Ordinance Numbers: 26-15-PC & 26-15-PC**

Dear Property Owner:

The purpose of this letter is to notify you that the City of Destin is initiating a Future Land Use Map (FLUM) Amendment and Rezone application for the subject property. As an owner of property located within 300 feet of this project, *Article 2.17.00 of the Destin Land Development Code (LDC)* requires a written notice providing you the following information.

*This notice is for informational purposes only and no action is required of you. However, citizens are encouraged to provide any comments to the email address provided below.*

Name of Owner: Sandcastles Suites LLC

Name of Agent: City of Destin

Address of Project: 446 Calhoun Avenue

Parcel ID Number: 00-2S-22-0310-000D-038C

Project Description: This project includes the consideration of proposed Ordinances 26-15-PC and 26-15-PC, regarding the Future Land Use Map (FLUM) Amendment and Rezone of the subject property from Bay Estates (BE) to Recreation (REC), to be utilized as additional parking for the existing Dalton Threadgill Park.

Location Map: Please refer to the back of this letter.

Location of Application Package: To request a digital copy of the application package be sent to you, please call the City Clerk at (850) 837-4242 or fill out a public records request online: <http://www.cityofdestin.com/forms.aspx?fid=121>

If you have any questions, please do not hesitate to call (850) 654-1119 or email [planning@cityofdestin.com](mailto:planning@cityofdestin.com).

Sincerely,

*Christopher Rush*



Chris Rush  
Planner

Cc: Planning Division  
Project File



Choctawhatchee Bay

29

433

437

441

445

453

457

459

CALHOUN AVE

418

438

711

CARTER LN

416

446

HICKORY ST

408

421

DALTON  
THREADGILL  
PARK

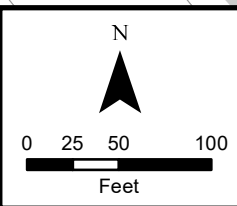
04

419

712

SIBERT AVE

711



710

703

**PURCHASE AND SALE AGREEMENT  
BETWEEN THE CITY OF DESTIN AND  
SANDCASTLES SUITES LLC FOR  
446 CALHOUN AVENUE**

**THIS PURCHASE AND SALE AGREEMENT** ("Agreement") entered into this \_\_\_\_ day of February, 2026 ("Effective Date") between **SANDCASTLES SUITES LLC** whose address is PO BOX 6096, Miramar Beach, FL 32550 ("Seller"), and **THE CITY OF DESTIN, FLORIDA**, whose address is 4200 Indian Bayou Trail, Destin, Florida, 32541, ("Buyer") (Seller and Buyer are collectively hereinafter referred to as the "Parties").

**RECITALS**

A. **Property.** The subject property is a .78 acre parcel of residential land located adjacent to the City-owned Threadgill Park, and having the assigned postal address of 446 Calhoun Avenue, Destin, Okaloosa County, FL 32541, with Okaloosa County Property Appraiser Parcel ID Number: 00-2S-22-0310-000D-038C (the "**Property**"). The Property includes any and all improvements, fixtures, timber, water, minerals located thereon, and any and all appurtenant rights, including but not limited to, riparian and littoral rights, timber rights access rights and mineral rights.

B. **As Is Condition.** Seller wishes to sell the Property to Buyer and Buyer wishes to purchase the Property from Seller in its "As Is" condition on the terms and conditions set forth in this Agreement.

C. **Authority.** The City Council of the City has authorized the City Manager to execute this Agreement at a duly noticed regular City Council meeting held on February 17, 2026.

D. **Contact Information.** The contact information for the Parties to this Agreement is as follows:

**FOR BUYER:**

Larry Jones, City Manager  
City of Destin  
4200 Indian Bayou Trail  
Destin, FL 32541  
[ljones@cityofdestin.com](mailto:ljones@cityofdestin.com)  
850-837-4242

**FOR SELLER:**

Lara N. Watt  
Sandcastle Suites, LLC  
PO Box 6  
Miramar Beach, Florida  
\_\_\_\_\_(Email)  
850-\_\_\_\_\_(Phone)

With a copy to :

Kimberly Romano Kopp, City Attorney  
City of Destin  
PO Box 5524  
Destin, FL 32541  
407-430-7070  
[kkopp@cityofdestin.com](mailto:kkopp@cityofdestin.com)

Joseph McNair, Esq.  
350 W. Cedar St.  
Suite 401  
Pensacola, Florida 32502  
\_\_\_\_\_(Phone)  
[joseph@mcnair-law.com](mailto:joseph@mcnair-law.com)

THE ABOVE RECITALS ARE HEREBY INCORPORATED HEREIN AND THE PARTIES FURTHER AGREE AS FOLLOWS:

1. **Purchase and Sale.** In consideration of an earnest money deposit by Buyer to Seller in the amount of One Thousand Dollars and 00/100 (\$1,000.00) (the "Deposit") and other good and valuable consideration as set forth below, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and Buyer agrees to buy the Property on the terms and conditions set forth in this Agreement. The Deposit paid above shall be credit toward the Purchase Price (as defined below). Seller shall return the Deposit to Buyer if the sale of the Property is not completed under this Agreement because of Seller's failure, refusal or inability to perform any of Seller's obligations under this Agreement.

2. **Inspection Period.** The period of time from the effective date of this Agreement through the Closing Date, shall constitute Buyer's inspection period (the "Inspection Period"). During the Inspection Period, Buyer, through its employees, agents and contractors may enter upon the Property for the purpose of making any inspections and investigations, as Buyer deems appropriate in order to assess the condition of the Property. During the Inspection Period, Buyer may, in its sole discretion, terminate this Agreement by delivering written notice to Seller, prior to the end of the Inspection Period if it deems the survey, status of title, or physical or environmental condition to be unacceptable to Buyer. Any surveys, environmental assessments, or other reports, studies or any other documents of any kind whatsoever obtained by Buyer related to the Property, whether obtained during the Inspection Period or otherwise, shall be provided to Seller within ten days of Seller's request if Buyer cancels this Agreement or does not close as required hereunder.

3. **Purchase Terms.**

a. **Price.** The purchase price for the Property shall be Four-Hundred and Fifty Thousand Dollars and 00/100 (**\$450,000.00**) (the "**Purchase Price**").

b. **Method of Payment.** The Purchase Price shall be paid at closing by cashier's or bank check or by wire transfer of immediately available funds, subject to credits, prorations and adjustments as provided in this Agreement.

4. **Closing.** In the event Buyer does not terminate this Agreement as permitted herein, the Closing shall take place **on or before April 20, 2026**, at a time and place mutually agreeable to the parties and the Closing Agent. The Parties may arrange to close by mail. Seller shall have the right to extend the closing date if it reasonably believes the City is not acting in good faith to process its application pursuant to Paragraph 11. The Closing Date may also be extended by mutual written agreement between the parties. The Closing Agent for this transaction shall be Anchors Smith Grimsley, PLC.

Closing Agent shall deliver to Buyer at closing the following documents prepared by Closing Agent and approved by Seller:

a. a warranty deed to the Property meeting the requirements as to title of Section 6 below, together with a bill of sale for the personal property appurtenant to the Property, if any, and;

b. an owner's affidavit attesting to the absence of mechanic's or materialmen's liens, boundary line disputes, proceedings involving Seller which might affect title to the Property, or

parties in possession other than the Seller and such lessees or licensees as may be in possession pursuant to ground leases or licenses and meeting the requirements of Section 6, below, and;

c. such other instruments and documents as Buyer's counsel may reasonably request for the purpose of confirming proper and lawful execution and delivery of closing documents and conveyance of the Property to Buyer in accordance with this Agreement, and any of the requirements of the title insurer, including, without limitation, assignments of surviving leases and contracts affecting the Property.

d. closing statement.

Possession of the Property shall pass to Buyer at time of closing.

5. **Closing Expenses and Prorations.**

- a. At closing Seller shall pay: i.) transfer or documentary taxes on the deed of conveyance, if any; ii.) recording fees for the deed of conveyance;
- b. Buyer shall pay: i.) the cost of the survey; ii.) the cost of the hazardous materials audits; and iii.) the cost of title examination, preparation of the title insurance commitment, the owner's title insurance premium, the lender's title insurance premium (if applicable) and all other costs associated with the preparation and delivery of the owner's and lender's title insurance policies.
- c. All other expenses, including, without limitation, attorneys' fees, shall be paid by the party incurring the same.

6. **Condition of Title.**

- a. Within fifteen (15) days of the effective date of this Agreement, Closing Agent shall provide a commitment for a title insurance policy from First American through Closing Agent on the Property in the amount of the Purchase Price. At closing, the premium for the title insurance policy shall be paid in accordance with Section 5.
- b. Buyer may object to any matter of title that would render title unmarketable or uninsurable. Such objections to title shall be specified in writing and delivered to Seller within ten(10) days from the date of receipt of the title commitment by Buyer.
- c. In the event Buyer timely notifies Seller of objections to title, Seller may or may not make efforts to cure such title defects within thirty (30) days from receipt of notice.
- d. If Seller is unable to make title to the Property such as is required by Buyer by the closing date, or chooses not to make efforts to cure the title, then Buyer shall have the right to:
  - i. terminate this Agreement, in which case all monies paid by Buyer in accordance with this Agreement shall be returned immediately to Buyer and the Parties shall be relieved of any further obligations hereunder; or
  - ii. elect to accept title to the Property in its existing condition.

7. **Buyer's Right of Entry and Survey.** Seller shall provide to Buyer any boundary surveys in Seller's possession and Buyer shall be entitled to obtain a survey of the Property if desired. If a survey by Seller or Buyer's surveyor discloses any state of facts which materially or

adversely affect the insurability of marketability of the title to the Property, same shall be treated in the same manner as a title defect under Section 6 above.

8. **Future Land Use and Zoning Contingency.** This Agreement is contingent on the Destin City Council changing the Future Land Use designation and Zoning classification of the Property from Bay Estates (BE) to Recreation (REC) prior to the Closing Date (unless an extension is otherwise agreed by the parties in writing). Seller acknowledges and agrees that such changes from BE to REC are made with Seller's full authorization. Nothing herein shall obligate the City Council to change the Future Land Use or Zoning of the Property, and any such decision shall be in the sole discretion of the City Council after duly held public hearings with public input. In the event the Closing does not occur, the Future Land Use Designation and Zoning shall remain Bay Estates (BE) or shall be returned to Bay Estates (BE) at no cost to Seller

9. **Hazardous Materials.** Buyer may obtain a Phase I Environmental Site Assessment ("ESA") performed in accordance with the requirements set forth in ASTM E 1527-15. Additionally, in the State of Florida, if an ESA gives an opinion regarding geology, the report must be signed by a Professional Geologist or Professional Engineer qualified in geology. In the event that the Phase 1 Audit final report states that there is more than a low probability that Recognized Environmental Conditions are present on or beneath the surface of the Property, or further investigation are necessary to determine whether Recognized Environmental Conditions are present ("Unsatisfactory Report"), Buyer may elect to terminate this Agreement by giving notice as required herein, in which event the Seller agrees to return to Buyer the Deposit, and thereafter the parties shall have no further obligations under this Agreement.

10. **Representations and Warranties of Seller.**

Seller represents and warrants to Buyer that:

(a) Seller currently has, and shall have at closing, good and marketable fee simple title to the Property.

(b) Seller has full power and authority to enter into this Agreement and to convey title to the Property in accordance with this Agreement.

(c) No one other than Seller will be in possession of, nor have any right of possession of, any portion of the Property at the time of conveyance to Buyer or anytime thereafter. This includes any person with a leasehold interest or an agreement to rent the Property on a long-term or short-term basis.

(d) Seller represents that Seller does not know of any violations of governmental laws, rules, and regulations that materially affect the value of the Property.

(e) Flood Zone: Buyer is advised to verify by survey or with appropriate governmental agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(f) Homeowner's Association: As of the date of closing, the Property will not be subject to a mandatory membership in a Homeowner's Association.

If, before the conveyance to Buyer, Seller discovers any information or facts that would materially change the foregoing warranties and representations, Seller shall immediately give notice to Buyer of those facts and information. If the facts which cause any warranty or

representation to be inaccurate are not remedied before the date of conveyance to Buyer, Buyer may elect to terminate this Agreement, in which case Buyer shall have no obligation to accept title to the Property.

11. **Notices.**

All notices pertaining to this Agreement shall be in writing delivered to the parties hereto by hand, electronic mail, first class mail, or courier service, in accordance with the information set forth in Recital "A."

12. **Binding on Successors.** This Agreement shall be binding not only upon the Parties but also upon their respective heirs, personal representatives, assigns and other successors in interest.

13. **Remedies upon Default.** In the event that Seller defaults in the performance of any of Seller's obligations under this Agreement, Buyer may elect to receive the return of its earnest money deposit for Seller's default or Buyer may elect to pursue a specific performance action against the Seller. In the event of a default by Buyer, Seller shall have the right to pursue a specific performance action against Buyer, or pursue any other available legal or equitable remedies.

14. **Entire Agreement/Modification.** This Agreement shall not be modified or amended except by an instrument in writing, signed by or on behalf of both parties.

15. **Counterparts.** The Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall be deemed an original and which, together, shall constitute one and the same agreement.

16. **Acknowledgement.** In the event temporary or permanent informational plaques or signs are placed by Buyer on sites purchased under this Agreement, such plaques will include statement indicating that the sites were acquired with the assistance of Seller, and shall contain Seller's logo. Such logo shall be readable from the distance at which the sign was intended to be read.

17. **Time is of the Essence.** Time is of the essence for all provisions of this Agreement.

18. **Brokers/Real Estate Agents.** The Parties acknowledge and agree that no real estate broker or agent is involved in this transaction and that no commission or other compensation will be owed to any broker or real estate agent as a result of this transaction.

19. **Attorney FeesNenu.** Each party shall pay its own attorney's fees and costs incurred in any litigation relating to this Agreement and any and all documents relating to this Agreement. The parties acknowledge and agree that this Agreement was entered into in Okaloosa County, Florida and if any litigation results from an alleged breach of this Agreement by any party, the exclusive venue and jurisdiction for any such litigation that relates in any way whatsoever to this Agreement, or any and all documents or instruments executed pursuant to this Agreement shall

be the state courts of Okaloosa County, Florida.

20. **Assignment.** Buyer may not assign this Agreement without written approval of Seller.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed and sealed by its duly authorized signatory(ies) on the dates set forth below.

SELLER  
SANDCASTLES SUITES LLC

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Lara N. Watt, Managing Member

BUYER  
CITY OF DESTIN

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Larry Jones, City Manager

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

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Kimberly Romano Kopp, City Attorney

## **City of Destin Business Impact Statement – Ord 26-15-PC**

In accordance with the provisions of controlling law, notwithstanding the fact that, an exemption may apply, the City hereby publishes the following information:

**1. Summary of the proposed ordinance:**

Ord. 26-15-PC amends the Future Land Use Map (FLUM) designation of the subject property (446 Calhoun Avenue) from Bay Estates (BE) to Recreation (REC).

**2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:**

The proposed ordinance will have little to no impact on private, for-profit businesses, as the purchased property is to be utilized for additional parking for the existing Dalton Threadgill Park.

**3. Estimate of direct compliance costs that businesses may reasonably incur:** There are no direct compliance costs associated with adopting this proposed ordinance.

**4. Any new charge or fee imposed by the proposed ordinance:**

The adoption of this proposed ordinance imposes no new fees.

**5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:**

The proposed ordinance would have no impact on the City's regulatory costs.

**6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:**

The only businesses that would be impacted by this ordinance are the businesses that are selected to do site work on the property, such as demolition, grading, pavement, etc., and these would be positively impacted by generating business.

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** March 16, 2026  
**TYPE OF AGENDA ITEM:** Action Item  
**AGENDA OUTLINE NUMBER:** 6.I.

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**TO:** City Council  
**THRU:** Larry Jones , City Manager  
**FROM:** Kimberly Kopp, City Attorney  
**DATE:** March 16, 2026  
**SUBJECT:** 1) Authorization to Foreclose Code Compliance Lien at 201 Main Street

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**I. BACKGROUND:** The subject property has been in violation of City codes for accumulation of excessive trash and debris. The subject property remains out of compliance. Staff has inspected the property on multiple occasions, as has reached out to the property owner at regular intervals. Most recently, on March 9, 2026. The property owner has not take any steps towards compliance as of the date of this agenda item.

**II. DISCUSSION:** As of March 16, 2026, the City's code compliance lien is outstanding in the amount of \$220,000.00 for 880 days of noncompliance and continues to accrue at \$250 per day.

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

**B. Effect on Budget (EOB):**

10/18/2023	start date (the day after 10/17/2023)
3/16/2026	end date (foreclosure action date)
880	total number of days
\$ 250.00	x daily fine
<u>\$220,000.00</u>	

**C. Level of Service (LOS):**

**D. Legislative Sponsor:**

**E. Business Impact Statement:**

**III. CONCLUSION:** The property is vacant and is not a homestead. At this time, the City Attorney and City Manager are seeking authorization to allow the City Attorney to file civil suit to foreclose the City's code compliance lien. If the City ultimately obtains the subject property in a foreclosure sale, the City Manager and City Attorney will bring the item back to Council to discuss next steps for clean up and future use of the property.

**IV. RECOMMENDED MOTION:** I move to authorize the City Attorney to file a civil suit to foreclose the City's code compliance lien at 201 Main Street.

Attachments:

1. Lien 201 Main



**CODE COMPLIANCE SPECIAL MAGISTRATE  
OF THE  
CITY OF DESTIN, FLORIDA  
December 14, 2023**

**Case #: GARB-007780-2023**

**CITY OF DESTIN, FLORIDA,  
DEPARTMENT OF CODE COMPLIANCE,  
Petitioner,  
vs.**

**Carol Kelly (Heirs Of) C/O Carli Adams,  
Respondent,**

**ORDER IMPOSING ADMINISTRATIVE FINE/LIEN**

THIS CAUSE was brought for public hearing before the Code Compliance Special Magistrate of the City of Destin, Florida, on September 19, 2023, after due notice to the Respondent, and the Special Magistrate, having heard testimony under oath, received evidence, heard argument, and approved its Findings of Fact, Conclusions of Law, and Order, duly issued said Order, which was furnished to the Respondent. Said Order found the following violation:

Said Order required the Respondent at the property located at 201 Main St., Destin, Florida, located in Okaloosa County (Tax Parcel ID: 00-2S-22-1350-000A-001A), to correct the aforesaid violation on or before October 17, 2023, by repairing and/or rehabilitating the property to remove the unsafe or unsanitary conditions (debris/litter) and pass any necessary inspections.

The Respondent is in violation of Chapter 12, Article III, section 12-54.5 of the City of Destin, Code of Ordinances, due to the unauthorized accumulation of debris/litter currently existing on the property.

**Chapter 12 – Garbage, Trash and Refuse, Article III. – Litter, Sec. 12-54. - Storage.**

**Litter storage is regulated as follows:**

**(5) Any unauthorized accumulation of litter on any property, vacant or occupied, premises, public street, alley, or other public place or private place is a violation of this article.**

I hereby certify this is a  
true and correct copy as is on  
file with my office.

*REY BAILEY*, City Clerk, Destin, FL

Said Order stated that if City staff finds that the aforesaid property is not brought into compliance on or before October 17, 2023, the Respondent may be ordered to pay a fine not to exceed \$250.00 per day for the first violation, and a fine not to exceed \$500.00 per day for each violation thereafter.

After having sworn under oath, the Code Compliance Officer(s) certified to the Special Magistrate that the Respondent has not taken the corrective action ordered by the Special Magistrate, or that the Respondent has repeated the violation.

In determining the amount of fine to be imposed, if any, the Special Magistrate has considered the following factors:

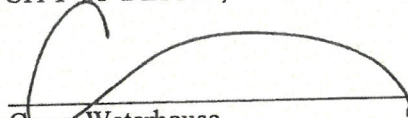
- (1) The gravity of the violation;
- (2) Any actions taken by the violator to correct the violation; and
- (3) Any previous violations committed by the violator.

**I. ORDER:**

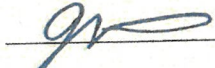
1. It has been brought to the Special Magistrate's attention by the City's Code Compliance Officer(s) that the Respondent continues to be in violation.
2. The Special Magistrate orders that a fine in the amount of \$ 250.00 per day be imposed against the property for each and every day the violation continues to exist at 201 Main St., Destin, Florida, 32541, located in Okaloosa County (Tax Parcel# 00-2S-22-1350-000A-001A) after October 17, 2023.
3. This Order shall be recorded in the public records of Okaloosa County, Florida, and shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the Respondent.
4. Furthermore, due to the conditions of the property, it is determined that there is imminent danger of health and safety which may endanger life. It is hereby ordered that the Respondent shall perform emergency cleanup to eliminate such imminent danger. If such cleanup is not performed within 20 days of the date hereof, the City of Destin is hereby authorized to take such steps as are necessary to eliminate such conditions and, after completion of cleanup to eliminate such condition, shall present and costs incurred to the Special Magistrate for an Order authorizing the placement of a lien against the property.
5. A true and correct copy of this Order Imposing Administrative Fine/Lien shall be delivered to Respondents by certified mail with return receipt requested, or by hand delivery.

DONE AND ORDERED this day December 14, 2023.

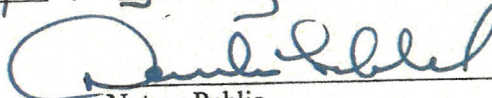
CODE COMPLIANCE SPECIAL MAGISTRATE  
CITY OF DESTIN, FLORIDA

  
Casey Waterhouse

FURTHER AFFIANT SAYETH NOT

  
\_\_\_\_\_  
(Affiant)

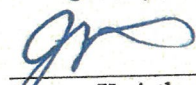
Sworn and subscribed before me on this 4<sup>th</sup> day of January, by Jeramy Kwiatkowski, who is personally known to me and did not take an oath.

  
\_\_\_\_\_  
Notary Public



DARLENE LEBOLD  
Notary Public  
State of Florida  
Comm# HH349675  
Expires 1/12/2027

I HEREBY CERTIFY that a true and correct copy of the foregoing Order Finding Non-Compliance and Imposing Fine/Lien has been sent, by certified mail with return receipt requested, or hand delivery, to the Respondent, Carol Kelly (Mrs & ) c/o, this 4 day of Jan., 2023. OKL  
Carli Adams 2024.

  
\_\_\_\_\_  
Jeramy Kwiatkowski  
Code Compliance Officer