



**AGENDA  
LOCAL PLANNING AGENCY  
THURSDAY, MARCH 19, 2026  
5:30 PM  
ANNEX COUNCIL CHAMBERS**

- 1. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE**
- 2. AGENDA APPROVAL**
- 3. APPROVAL OF MINUTES**
  - A. January 22, 2026 Minutes**
- 4. CURRENT BUSINESS**
  - A. Proposed 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.**
  - B. Proposed 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.**
  - C. Proposed Ordinance 26-13-LC - Marina Siting Revisions**
- 5. DISCUSSION/MEMBER COMMENTS**
- 6. PUBLIC COMMENTS**
- 7. NEXT MEETING DATE: TBD**

**Any person requiring a special accommodation at this hearing because of a disability or physical impairment should contact the City Clerk at (850) 837-4242 at least 48 hours prior to the hearing. If a person decides to appeal any decision made with respect to any matter considered at such meeting, such person will need a record of the proceeding and for such purpose may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. (Sec. 286.0105, Florida Statutes)**

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**LOCAL PLANNING AGENCY  
MEETING MINUTES  
JANUARY 22, 2026 - 5:30 P.M.  
DESTIN CITY HALL BOARDROOM**

**1. CALL TO ORDER:**

Chairman Wood called the Local Planning Agency Meeting to order on Thursday, January 22, 2026, at 5:30 p.m., in the Destin City Hall Boardroom; with the Pledge of Allegiance immediately following.

**2. ROLL CALL:**

<b><u>Members Present</u></b>	<b><u>Members Absent</u></b>	<b><u>Staff Members Present</u></b>
James T. Wood, Jr.		Rey Bailey City Clerk
Todd Buhr		Daniel Butler Principal Planner
Jay Purut		David Prichard CD Director
Marcie Bell		Chris Rush Planner
Ken Wampler		Kimberly Kopp City Attorney
Tammy Weidenhamer		
Bree Uptigrove		

**3. AGENDA APPROVAL:**

**Motion to approve the agenda with no changes was made by Agency member Buhr with Chairman Wampler providing the second. The motion passed 6-0.**

**4. APPROVAL OF MINUTES:**

- **December 4, 2025 Minutes**

**Motion to approve December 4, 2025 meeting minutes as written was made Agency member Bell, with Agency member Wampler providing the second. The motion passed 6-0.**

**5. NEW BUSINESS:**

- A. Land Development Code (LDC) Text Amendment Application: Adding Coffee and Tea Manufacturing Use to Table 7-2**

Mr. Daniel Butler, Senior Planner explained the Text Amendments by Perfect Cup LLC, intention is to provide toll-roasting and private labeling services for the coffee industry. He further explained how currently, coffee roasting/processing/packaging is not currently specifically listed in the city's land use categories as written, prompting the need for a code amendment. The

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requester has indicated interest in operating in an existing facility with potential for expansion depending on forecasted growth.

Additionally, the intent of the Industrial zoning district: to provide strategically located sites for industrial and limited commercial development, noting the general location focus in the city and to exclude residential uses except limited security/custodian situations.

- Mr. Butler explained how the Comprehensive Plan policy guidance sites the following:
  - Manufacturing/assembling/distribution/warehousing and similar uses to be regulated through appropriate procedures and substantive policy.
  - Potentially harmful environmental impacts must be mitigated prior to development approval.
  - Such uses can generate heavy truck traffic, require significant acreage, and is difficult to screen/buffer from residential areas; therefore, they should be sited appropriately.
  - The City’s plan includes working with industrial interests to pursue selective industrial expansion.

Mr. Butler stated that staff recommends for the Local Planning Agency (LPA) forward to City Council a recommendation to allow Coffee and Tea Manufacturing as a Conditional Use in the Industrial district, instead of a permitted use for the following reasons:

- Some Industrial parcels are near residential areas.
- Potential emissions/odors and other impacts could be more effectively addressed through the conditional use review, including buffers, screening, and mitigation requirements.
- A conditional use framework enables case-by-case review by the LPA and City Council, requiring site plans and enforceable mitigation measures tailored to each proposal.

The City Attorney clarified for the members the following:

- This is a code amendment, not an approval for one individual project.
- If adopted, any property owner/business in the Industrial district could apply for coffee/tea manufacturing as a conditional use.
- The requester is not an “applicant” for a specific development order until a development application is submitted.

According to the applicant, Mr. Webb Rouse, he is proposing a small-footprint startup operation with the following equipment:

- Two roasters, each up to 25 pounds per batch.
- Estimated output described as roughly one sack per hour (described as about 130–150 pounds/hour) on an 8-hour shift.
- Estimated annual capacity stated around 200,000–250,000 pounds/year for the initial setup.

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- Long-term growth goal described as 2-4 million pounds/year, with the requester stating that once production exceeded roughly 250,000–300,000 pounds, they would consider a larger facility elsewhere.
- Business identity/online presence
  - A board member noted they searched “Perfect Cupp, LLC” online and saw varied references (including coffee-related offerings and an unrelated housing/apartment connection), seeking clarification.
  - According to Mr. Rouse, Perfect Cupp, LLC is primarily a service company to the coffee business (private label/toll roasting).
  - The requester explained they may launch separate consumer brands under different LLCs, giving an example brand name mentioned during discussion, and referenced a holding structure for different investments.
    - Board asked whether coffee would be sold from the site.
    - Requester stated the facility would manufacture/roast coffee and may allow walk-in purchases of bagged coffee in pounds but would not operate as a café (no drip coffee/service for on-site consumption).
    - Requester stated a business partner has extensive experience installing commercial roasters and has relationships in the industry.
    - Mr. Rouse indicated there are pending contracts/interest for co-roasting services.

Chairman Wood commented on the presence of odor from the nearby water/sewer utility facility noting that both a sewage plant and coffee roasting can create odors, and emphasized on how the Conditional Use process would require proposals to return for review. Which would allow the City Council to add conditions to mitigate impacts, such as odor.

Mr. Rouse acknowledged awareness of neighboring conditions and indicated his understanding for those concerns.

- The following concerns were also addressed:
  - Additional concerns were voiced about pests/rodents and operational controls.
  - Requester stated they had registered with and been initially inspected by the Health Department and would maintain required controls such as pest control contracts as part of compliance.
- Parking and staffing
  - Board asked about expected staffing and whether parking would be sufficient.
  - Requester anticipated approximately one employee initially and referenced existing leased/overflow parking arrangements.
  - Staff stated parking compliance would be reviewed at the time of the specific development application.

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**Motion by Agency member Buhr, seconded by Agency member Wampler for the Local Planning Agency to recommend City Council approve the Text Amendment by adding Coffee and Tea Manufacturing as a Conditional Use within the Industrial zoning district in Table 7-2. The motion passed 7-0.**

### **B. Proposed Ordinance 26-05-LC - Revising Parking Reductions (Article 8 Update)**

Senior Planner Daniel Butler explained that Ordinance 26-05-LC revises the City's parking reduction language, currently in Article 8 of the Land Development Code. Currently, the LDC includes multiple ways to reduce required parking, including:

- An automatic 20% reduction for being in the Multi-Modal Transportation District (MMTD).
- Paid reductions - about \$2,000 per space or a prorated amount in areas like Crystal Beach.
- Parking agreements, joint use, shared parking
- Other allowances/reductions based on low usable floor area percentages.

Mr. Butler explained the city has long discussed parking problems, and City Council has directed staff to bring forward an ordinance to remove parking-reduction options.

- Council's first review & adjustment: Staff's original draft, was heard at the City Council in January, language that was struck through was essentially all parking reduction options. After discussion, Council showed interest in keeping shared/joint use options because they could be beneficial, on a case-by-case basis.
- What staff proposes:
  1. Shared parking analysis (off-site shared parking).
    - Example: a church sharing parking with a business that operates on different days/times, via an agreement.
  2. Joint use / mixed-use shared parking (on-site, same property).
    - Different uses on the same site with different peak demands (AM vs. PM), supported by an engineer's analysis.
- Key procedural change:
  - Current code: City Manager "shall" approve reductions if an engineer submits the analysis.
  - Proposed change: City Council "may" approve (discretionary basis).
  - Staff also added language so any developments using a shared parking agreement becomes a "Major Development Order", meaning it must go to City Council for a public hearing to approve or deny.
    - Mr. Butler emphasized this prevents Council from having "hands tied" under mandatory approval language.
- Other change: Staff proposes eliminating the "maximum parking" cap that existed under the old MMTD rules. Parking would be treated as a minimum requirement only, not a maximum limit.

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Chairman Wood called for a motion for discussion purposes.

**Motion by Agency member Bell, seconded by Agency member Purut to recommend the Local Planning Agency recommends that City Council adopt Ordinance 26-05-LC.**

According to Mr. Butler, the currently the LDC includes multiple parking reduction options, including:

- Automatic 20% reduction for being located in the Multi-Modal Transportation District (MMTD).
- Paying \$2,000 (or prorated amount) per space within Crystal Beach.
- Parking agreements / joint use / shared parking agreements.
- Allowance reductions based on low usable floor area among other methods.
- The reasoning for this ordinance is the ongoing concerns about a citywide parking problem; City Council directed staff to bring forward an ordinance to remove a number of parking reduction options.
- Prior Council direction: An earlier draft largely removed all parking reduction options, but Council discussed that shared parking/joint use may still be useful on a case-by-case basis.
- Staff's revised approach in this ordinance:
  - Removes all parking reduction options except two:
    - Shared parking analysis (generally off-site shared parking; example: church sharing parking with a business with different operating days/times)
    - Joint use / mixed-use shared parking (different uses on the same property with different peak parking demands; analysis by engineer demonstrates AM/PM peaks)
  - No change to the technical requirements/components of the shared parking analysis, those remain as currently required.
  - Changes approval language from "City Manager shall approve" to "City Council may" approve shared parking reductions.
  - Intent: Council would have discretion to approve or deny rather than being required to approve, if an engineer analysis is submitted.
  - Any development proposing a shared parking agreement/analysis would be treated as a Major Development Order, requiring City Council review.
  - Eliminate the existing maximum parking cap tied to the old MMTD table; parking becomes a minimum requirement rather than a maximum limit.

Agency member Wampler expressed concern about existing operations with approved parking reductions and whether they are grandfathered.

The City Attorney explained how they are covered under the legal nonconforming use provisions already in the code. She clarified the reduction runs with the land and that a transfer of ownership does not negate it. Additionally, a nonconforming situation cannot be expanded without coming into compliance; changing/expanding the use would require meeting current parking requirements.

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Agency member Buhr board member highlighted specific shared parking covenant/recording language and emphasized that if adopted, it should be integrated consistently into the LDC rewrite (potentially also appearing in other articles, e.g., Article 6).

- Staff clarified that despite adoption of the mobility plan and mobility fees, parking reductions remained because reductions were broader than just the MMTD.
  - Context provided: A recent large development application underscored Council’s desire to remove mandatory reductions immediately so projects cannot “slip in” before the full LDC rewrite is complete.

**With no further discussion, Chairman Wood called for the vote, the motion passed 7-0.**

### **C. Proposed Ordinance 26-04-LC - Land Development Code Article 6 - General Development Regulations Rewrite.**

Mr. Butler explained Article 6 focuses on “general development” standards used across most projects and provided the following:

- Highlighted the key areas consolidated, reformatted, and reorganized, including:
- Landscaping, fences/gates, and buffers (consolidated from scattered locations and “deconflicted” based on feedback).
- Lighting regulations consolidated from multiple sections of the LDC.
- Parking regulations reorganized for parking agreements (shared parking/off-site parking), with parking ratios/requirements handled in a different article.
- Section 6.02 Access management moved from current Article 8, including:
  - FDOT clear zones, site-vision triangles, and standards limiting placement of improvements in those areas.
  - Regulation of access/ingress/egress.
- General development requirements consolidated, including erosion, vibration, and dust control.
- Other general provisions mentioned: standard easements, boardwalk development requirements, construction activity requirements, and concurrency management updates (traffic/concurrency replaced by the Mobility Plan) and reorganized Level of Service concepts.

#### **❖ Staff’s recap of major discussion topics from the August 2024 City Council workshop**

- **Tandem parking**
  - Current LDC limits residential tandem parking such that residents effectively cannot have more than one vehicle parked behind another for required parking credit.

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- Direction from LPA/Council: allow residential properties (including short-term rentals/STRs) to use more than two tandem spaces if certain criteria are met (included in Article 6 draft).
- **Shuttle parking**
  - Water sports businesses asked about shuttle parking as a way to reduce required parking.
  - Decision: do not reduce parking requirements based on shuttle service because of the risk that shuttle may cease if business changes.
    - Result: Article 6 remains silent on shuttle-based reductions.
- **Sewer connection**
  - Existing requirement: properties with ability to connect must connect to sewer within one year, but historically not actively enforced.
  - Direction: retain the requirement and actively enforce it going forward.
  - Staff stated they are working with Destin Water Users to identify properties and begin enforcement once the code is adopted.
- **Tree removal**
  - Maintain current approach: single-family residential properties generally do not need a tree removal permit.
  - Added protection for “Heritage Trees” permit required for residential tree removal only if the tree is 36 inches+ in diameter.
  - Non-residential properties: must provide a tree survey identifying trees 12 inches+ in diameter as part of permitting/review.
- **Common boundary buffer**
  - Current code requires a 5-foot vegetated buffer along property lines.
  - Direction: buffers are not necessary between single-family/duplex lots of similar intensity (setbacks already address separation).
  - Multifamily and non-residential still require landscape buffers.
  - New screening: if commercial/non-residential abuts a residential zoning district or residential development, require buffer + masonry wall.
  - Even if buffering is reduced, stormwater rules still apply (cannot discharge stormwater onto neighboring property) and staff will review this during permitting review process.
- **Fences**
  - Code currently limits fence height within the first five feet of the front property line “front perimeter landscape area,” however, this conflicts with Florida Building Code’s pool barrier requirements (minimum 4-foot fence).
  - Past applicability was not uniform as certain older district areas were exempt.
  - Staff proposed exceptions allowing taller fences in the front perimeter landscape area:
    - For single-family/duplex in Village, Harbor, or Holiday Isle planning areas; where required by building code (e.g., pool fencing).

**Motion Agency member Wampler, with Agency member Bell providing the second, to recommend the approval of Ordinance 26-04-LC to City Council.**

- Chairman Wood described prior situations where items were sent back and noted the board sometimes approves contingent on changes.
- He emphasized the need for:
  - Specific requested language when directing edits,
  - Confidence that revisions will return exactly as requested, and
  - Avoiding repeated “ping-pong” between board/staff that delays Council action by a month per meeting cycle.
- Vice Chair Buhr acknowledged the comment but emphasized that with the rewrite, they must ensure to it right, because code language can last decades.
- Example referenced: nonconforming structures language improved through multiple iterations after unintended consequences were identified only when rewritten language was seen. He noted that Article 6 was last before them on August 8, 2024, and the current draft did not clearly show all edits and since that date; significant changes/relocations were not readily visible as tracked changes.
- ❖ **“Design Manual” removed and replaced by “city standards”**
  - Vice Chair noted older drafts referenced “in accordance with the design manual,” but that language now reads “city standards” and questioned whether the Design Manual still exists.

Mr. Butler explained how the former city engineer (Ryan Scott) created the Design Manual to streamline and guide development submittals. However, the current City Engineer, Community Development Director, and City Attorney raised concerns that publishing a design manual could increase liability by suggesting the City instructs “how to build/design.” Therefore, the decision was made to scrap the Design Manual and keep enforceable requirements within the LDC.

The City Attorney explained that for enforcement reasons, standards should be in the code; and having a separate manual was not preferred.

- Vice Chair raised concern about content previously assumed to be in the companion Design Manual:
  - Some items may still be necessary (e.g., turning radii, safety/engineering standards).
- **Staff response:**
  - No precise “percentage” analysis cited, but city engineer reviewed which standards belong in the LDC.
  - Staff noted they still need to decide whether remaining standards will go into another article or be inserted into Article 6.
  - Some items in the old manual had mistakes (including radii).
  - City engineer is concerned about overly prescriptive requirements without site context; professional engineers should design site-specific elements.
  - Plan is to create a “City Standards Manual” (roads and similar infrastructure), referenced by the code and described by participants as “a design manual by another name,” but more conventional.

- Vice Chair’s concern: “city standards” is lowercase and undefined; suggested defining “City Standards” in the glossary or otherwise clarifying what documents are incorporated by reference.
- ❖ **Example of ambiguity: “other landscape features in compliance with the city standards”**
  - Vice Chair Buhr directed the members and staff to Section 6.02.02 (right-of-way activities/permits) and flagged the exception language allowing mailboxes, sod, irrigation systems, and “other landscape features in compliance with the city standards.”
  - He stated the phrase was vague and could be hard to enforce or could unintentionally allow prohibited right-of-way improvements (“open enough to drive a truck through”).
  - Another member agreed the new “city standards” phrase may have added ambiguity rather than reduced it.
- **Right-of-way parking, “storage,” and trailers discussion (Section 6.02 / page 5 discussion)**
  - **New language noted:**
    - Vice Chair stated an item labeled “#8” was new since August 8, 2024, and addressed “storage” of vehicles/trailers in the right-of-way.
    - He supported prohibiting long-term problems in the right-of-way but questioned:
      - What does “storage” mean versus “parking”?
      - How would code enforcement define and prove “storage” consistently?
  - **Definition and enforcement concerns:**
    - Referenced challenges with the existing “occasional” right-of-way parking allowance in residential areas:
      - Occasional is described as irregular/infrequent, but if someone parks nightly and moves the car, is that still “occasional” under the code?
    - Asked staff how “storage” would be defined and enforced, especially when vehicles move slightly or intermittently.
  - **Board examples and intent:**
    - Members referenced known problem properties (e.g., Old Destin) where multiple vehicles sit in the right-of-way appearing “stored,” including:
      - Inoperable vehicles, flat tires,
      - Expired plates / removed plates.
    - Members agreed the true target is derelict/inoperable/unregistered “junk” vehicles and not ordinary day-to-day parking.
  - **Balancing community standards vs overreach:**
    - The Agency members stressed wanting a clean, resort-quality community appearance without making rules so strict that residents and working businesses feel pushed out.
    - Comments noted other communities where high-value homes are next to properties with many vehicles parked visibly; board members acknowledged they don’t want that for Destin.

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- Emphasized discussion is about the public right-of-way, not private yards/garages.
- Additionally, they all agreed that Destin is full of water sports operators and service businesses and cautioned against language that unintentionally penalizes legitimate activity.
- **Possible approaches discussed**
  - Delete #8 as redundant and unclear.
  - Amend #7 to explicitly include trailers (and possibly “parking/storage”) while keeping the existing residential “occasional” framework.
  - Suggestion: prohibit “long-term storage of inoperable/unregistered” vehicles rather than using the undefined word “storage.”
  - Discussion about whether to simply prohibit trailers in the right-of-way:
    - Some were supportive, but concerns were raised about practical exceptions (boat loading/unloading, landscape crews, construction activity).
  - Chairman Wood explained nuance: many driveways include portions of public right-of-way; a blanket prohibition could make routine driveway-end parking illegal. He described how neighborhood design affects compliance:
    - Sidewalks can reduce usable driveway length; some areas can park many vehicles due to lack of sidewalks and different layout.
    - As families grow and car counts increase, garages are often used for storage with no rule requiring they remain empty.
  - He emphasized the difficulty of creating a single standard that fits all neighborhoods.
- **Right of Way Language:**

Discussion on how the language regarding parking vehicles in the right of way “shall be limited to designated areas that have been stabilized with an all-weather surface” and whether the intent is to allow right-of-way parking so long as the surface is stabilized/paved. Concern was raised regarding the interpretation of the statement.

- **Direction to staff**
  - Requested for staff to bring back options and language on the following:
    - Removing or revising #8,
    - How trailers should be treated within #7,
    - How to define or avoid “storage,” and
    - How to preserve practical residential allowances without enabling abuse.
  - Informal sense among several members is to delete #8 and refine #7, but staff was and bring back to the LPA with options.

### ➤ **Joint Access-way Agreement, Section 6.02.04 / page 7, item L**

- Vice Chair referred the members to 6.02.04, Joint Access-way language and suggested adding stronger provisions similar to other agreement language adopted elsewhere.

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- After a brief discussion he emphasized how Joint Access-way agreements should read with the following:
  - Run with the land, not the owner,
  - Be recorded as a covenant so a purchaser cannot opt out,
  - Require City approval for changes and ensure enforceability.
- Board generally indicated agreement and staff was asked to consider adding teeth to align with other sections.

### ➤ **Sidewalk widths change (Page 9, B5)**

- Vice Chair noted a change from 8 feet (in the August 8, 2024 draft) to 10 feet minimum sidewalk width for arterial/collector roadways.
- Staff explained current practice/requirements in much of the City already range 8-10 feet, and the draft uses 10 feet for consistency with modern construction standards.
- He indicated the explanation resolved their concern.

### ➤ **Low-speed vehicle (LSV) only parking section (page 16)**

- Vice Chair Buhr noted the entire LSV parking section was added after their prior LPA review; it originated from a prior ordinance dealing with city-owned property (a carve-out for a specific city-owned site).
- His request:
  - Consider adjusting the title to make clear these are LSV-only / dedicated space parking to avoid confusion with standard parking and not interchangeable.
  - Concern: developers could try to count LSV-sized stalls as standard required spaces (e.g., claim 12 stalls by mixing standard and LSV stalls).

### ❖ **Mr. Butler explained the following:**

- The draft already includes provisions intended to prevent misuse, including:
  - LSV parking spaces are for limited use (LSV only).
  - LSV spaces shall not count toward required standard vehicle parking.
  - LSV spaces must be grouped/continuous and not intermixed with full-size stalls.
  - LSV spaces must be clearly marked by pavement marking or signage for LSV parking only.
- Vice Chair agreed the substantive protections were in place and reiterated the desire to avoid misunderstandings at City Council or during application review.

### ➤ **Parking agreements section (6.03.05, page 17)**

- Vice Chair noted a portion was highlighted as new and stated that a separate Council-adopted item contained more robust agreement language.

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- He requested staff carry over that more detailed/strong language into the rewrite, so adoption of the rewrite does not reduce standards or “go backwards.”
- Staff indicated intent was consistency and agreed to incorporate as directed.

### ➤ **Water hookup vs sewer hookup discussion (page 25)**

- Vice Chair raised concern that the draft includes a clear “must connect” requirement for sewer but does not similarly state “must connect” for water.
- Questioned whether a developer could legally install a well and avoid connecting to city water, if the code does not explicitly require connection.
- Staff response:
  - City requires Destin Water Users approval for development orders; applicants typically must coordinate for service.
  - Staff noted sewer connection is an environmental/public health concern; water connection does not present the same environmental harm if someone uses a well.
- Board discussion:
  - Some members opposed forcing water hookup if someone wants to use a well, noting private irrigation wells are common and not problematic.
  - Vice Chair pointed out the inconsistency: if the City forces sewer hookup, why not water; and acknowledged he grew up on well water and recognized practical contexts.
  - The members agreed adding water hookup language, with discussion of potential grandfathering for existing situations.
- Legal/statutory clarification raised by members:
  - The City Attorney cited state law (referenced as Chapter 381) requiring connection when a utility notifies a property of the ability to connect within a year.
  - Discussion indicated this applies to sewer and may also relate to water; members debated the scope.
  - It was explained that even if state law requires it, the City often includes it in local code to enable local enforcement (the City enforces its own ordinances).
- Action item:
  - Vice Chair requested staff to research whether state statute requires water connection and report back so the board is not making decisions on-the-fly.

### ➤ **Open space and synthetic turf (Section 6.06.03; new since Aug 2024)**

#### ❖ **Synthetic turf in the right-of-way**

- Vice Chair identified synthetic turf provisions as newly added and focused on item #3 allowing synthetic turf in the right-of-way adjacent to single-family residential.
- He stated strong opposition to allowing turf in the right-of-way because:
  - The right-of-way is City property; the City should not “give it away.”
  - Utility work (gas/water lines, repeated digging) would create disputes over damaged turf (“you ripped my carpet”).

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- The city and contractors need unobstructed ability to maintain right-of-way infrastructure.
  - Board discussion:
    - Members noted existing examples where turf appears installed up to the street (Choctaw Lagoon/Magnolia referenced).
    - Staff explained the “genesis” was prior Council direction supporting property owners’ ability to choose ground cover and property rights, but board members distinguished private yards from city right-of-way.
    - Staff suggested an alternate option to prohibit turf in front yards but allow sides/rear to avoid sharp transitions, members noted state law constraints.
    - Chairman Wood asked whether Public Works had weighed in; staff could not confirm broad Public Works review, though noted a Public Works staff member, Mr. Bodi, is involved in the rewrite.
  - Direction/decision in discussion:
    - Multiple members stated agreement to remove right-of-way turf allowance.
    - Chair summarized consensus: remove item #3 synthetic turf in right-of-way.
    - Existing nonconforming turf and drainage concerns were discussed.
  - Vice Chair asked about enforcement for existing installations that would not comply with the new standards.
  - Staff confirmed existing installations could be treated as legal nonconforming if installed prior to the effective date.
  - Vice Chair raised the following concerns:
    - Under prior rules, installations under 250 sq. ft. stormwater exemption could proceed without detailed drainage documentation.
    - Under the new turf rules, even small turf installations may require a drainage report/permit, eliminating the exemption for turf.
      - Inquired whether the city should implement a sunset period (1-3 years) for existing turf to submit drainage documentation to prevent long-term unreviewed runoff impacts.
  - Staff response:
    - Council previously directed staff not to require permits for artificial turf installations for a period, so the city may not have records of where turf was installed.
    - Staff noted enforcement would largely be complaint-driven if stormwater issues arise.
    - Comment about how turf is not permanent and legal nonconformity may amortize out because significant replacement triggers compliance (discussion referenced the concept that replacement beyond a threshold would require current-code compliance).
    - Vice Chair Buhr acknowledged the point but noted potential loopholes by piecemeal replacements below the thresholds.
- **State law comment on synthetic turf bans (2025)**

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- Agency member Bell stated that state law passed in 2025 limits local government authority to prohibit synthetic turf outright (DEP standards referenced).
  - The City cannot ban turf entirely on private property.
  - The City can prohibit turf in the right-of-way because it is City property.

### ➤ **Hardscape and impervious surface clarification - Open space**

- Clarification for pavers and other hardscape elements noting that “hardscape” is not defined in the glossary. Additionally, gravel/pebble rock driveways count as impervious.
- Staff and board discussion reflected the following:
  - There is practical ambiguity between “hardscape” and “semi-pervious” materials.
  - Staff cited existing stormwater code language encouraging semi-pervious surfaces (shell, gravel, crushed stone, decks, pavers) to reduce runoff but noted these can become compacted and effectively become impervious over time.
  - Staff stated professional engineers must account for these surfaces in stormwater plans with the City Engineer review to ensure correct treatment.
    - Staff agreed to tighten language by adding examples or clarifying what constitutes “hardscape elements” and how it is counted for stormwater/open space calculations.

**Vice Chair Buhr made the substitute motion that based off all the comments and changes we've asked of staff to make those revised changes and bring it back at their next available date for further review. Agency member Purut provided the second.**

Vice Chair Buhr indicated additional smaller formatting/substance items existed but did not need to be discussed exhaustively that night.

- Additional clarifications and requests before final direction back to staff. Vice Chair

**Buhr withdrew his substitute motion.**

### ❖ **Tree removal exceptions (diseased/dangerous trees)**

- Agency member Wampler asked whether state law prevents requiring permits for removal of diseased or dangerous trees.
- Staff agreed to include language addressing:
  - Verification/validation mechanisms (to avoid abuse where someone simply claims “danger”).
  - Potential documentation such as an insurance letter as support for hazard claims.
- **Existing fences near front property line / nonconforming fence repairs**
- A member raised concern their home fence may violate the front-perimeter fence height rule; staff indicated many properties likely have similar conditions.
- Staff noted:

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- Some fences may be unpermitted; others may be legally nonconforming due to age or prior permitting errors.
- The city recently introduced a nonconforming site element clause (Article 3) allowing limited maintenance/repair of nonconforming fences (staff referenced a maintenance threshold concept around 25% per year).
- Informal comments were made acknowledging practical realities of legacy conditions and uneven historic permitting.

### ➤ **Palm tree landscaping percentage debate**

- A member requested reconsideration of the landscaping rule limiting palm trees to 40% of the total required trees and asked to raise the allowable percentage, stating:
  - The rationale for 40% appeared outdated.
  - Commercial properties with palms are often better maintained and fit Destin's resort aesthetic.
  - Palms are viewed as more hurricane-resilient and less damaging if blown down compared to some larger canopy trees.
  - Tourism/"resort town" appearance was cited as a reason to permit more palms.
- Staff clarification of current rule:
  - North of U.S. 98: up to 40%
  - South of U.S. 98: up to 80%
  - Staff noted this is primarily relevant to commercial projects; single-family landscaping is rarely reviewed because single-family permits generally do not require landscape plans or landscaping permits.
- Discussion points raised:
  - Pro-palm: aesthetics, resort look, maintenance practicality, hurricane considerations, tourism branding.
  - Caution/concern: palms provide less shade, increasing heat in parking lots; native vs non-native landscaping goals.
  - Vice Chair expressed personal preference for shade in summer and noted communities can look attractive without heavy palms (example referenced: Seaside/Seagrove).
  - Multiple members reiterated it was only a maximum option, not required.

**Motion by Agency member Weidenhamer, seconded by Agency member Bell to raise palm tree requirements to 70% on commercial properties failed, with a vote of 4–3 with Chairman Wood, Agency members Purut, Uptigrove and Buhr voting no, and Agency members Bell, Weidenhamer and Wampler voting yes.**

### ➤ **Vegetation encroachment over sidewalks/streets (vertical vs lateral clearance)**

- A member asked whether the draft includes requirements for how far vegetation must be set back from curbs/sidewalks (lateral clearance), not just height clearance.
- Staff and board reviewed draft language:
  - Draft states trees/shrubs over a publicly accessible sidewalk/street must have 15 feet vertical clearance.

**DRAFT**

- Staff noted:
  - The current code includes a standard that trees shall be planted no closer than 5 feet from curbs/curb lines and sidewalks (publicly owned property context), though that specific provision was not carried into the rewrite.
  - Members requested carrying over the 5-foot rule or adding a lateral component.
- Chairman Wood suggested adding a lateral clearance requirement (e.g., 12–24 inches) to avoid pedestrians being struck by branches even if vertical clearance exists.
- Staff pointed out a broader maintenance standard already in the draft and existing code:
  - All landscaping adjacent to sidewalks, pathways, bike lanes, and vehicular areas must be trimmed so as not to interfere with their use.
  - Staff provided citations:
    - Draft: 6.06.10(A)(4)
    - Existing code: 12.04.06(A)(4)
- The member requested staff confirm and provide the specific code references (provided on the record).
  
- After completing the palm-tree vote and addressing additional questions, the board returned to the overall Article 6 motion.

**Motion by Agency member Buhr, seconded by Agency member Wampler to have staff implement all of the discussed adjustments to Article 6 and bring back their review at the earliest time possible. Agency member Wampler provided the second.**

Chairman Wood opened the hearing for public input, with no one coming forward he closed the public and called for the vote, **the motion passed 7-0.**

**6. PUBLIC COMMENTS:**

Chairman Wood opened the public for comment, but with no one present, he closed the public portion of the meeting.

**7. ADJOURNMENT:**

Having no further discussion at this time, the meeting adjourned at 8:00 p.m.

Adopted and approved this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
James T. Wood, Jr. Chairman

\_\_\_\_\_  
Kimberly Montgomery Deputy City Clerk



## COMMUNITY DEVELOPMENT DEPARTMENT

# AGENDA ITEM

**MEETING DATE:** March 19, 2026  
**BOARD/COMMITTEE:** Local Planning Agency  
**TYPE OF AGENDA ITEM:** Public Hearing

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**TO:** Local Planning Agency

**THRU:** Kimberly Kopp, City Attorney  
Noell Bell, Interim Community Development Director

**FROM:** Daniel Butler, Principal Planner

**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 LPA recommend City Council approval of proposed Ordinance 26-14-LC.

**ALTERNATE MOTIONS:**

I move that the LPA recommend City Council approval with conditions/approval with modifications/denial of proposed Ordinance 26-14-LC.

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°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

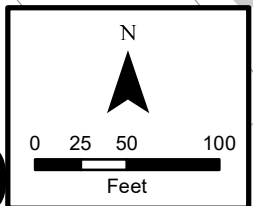
712

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

---

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 19, 2026  
**BOARD/COMMITTEE:** Local Planning Agency  
**TYPE OF AGENDA ITEM:** Public Hearing

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**TO:** Local Planning Agency

**THRU:** Kimberly Kopp, City Attorney  
 Noell Bell, Interim Community Development Director

**FROM:** Daniel Butler, Principal Planner

**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)

---

**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 that the LPA recommend City Council approval of proposed Ordinance 26-15-PC.

**ALTERNATE MOTIONS:**

I move that the LPA recommend City Council approval with conditions/approval with modifications/denial of the proposed Ordinance 26-15-PC.

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

446

CARTER LN

416

HICKORY ST

408

421

DALTON  
THREADGILL  
PARK

04

419

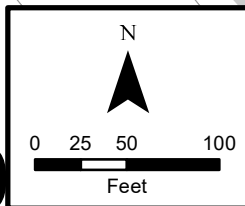
712

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 – COMMUNITY DEVELOPMENT



# AGENDA ITEM

**MEETING DATE:** March 19, 2026  
**BOARD/COMMITTEE:** Local Planning Agency  
**TYPE OF AGENDA ITEM:** Public Hearing  
**OUTLINE NUMBER:** 4.C.

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**TO:** Local Planning Agency

**THRU:** Noell Bell, Chief Building Official  
 Kimberly Kopp, City Attorney

**FROM:** Daniel Butler, Principal Planner

**DATE:** March 9, 2026

**SUBJECT:** Proposed Ordinance 26-13-LC - Marina Siting Revisions

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**I. BACKGROUND:** On February 2, 2026, the City Council requested an amendment to the Land Development Code (LDC) that would allow for any proposed single-family residential docks to proceed straight to the building permit application phase, thereby not requiring the submittal of a Harbor and Waterways Board application

**II. DISCUSSION:** Currently, single-family residential docks are required to submit a Harbor and Waterways Board (HWB) application, which requires a hearing before the HWB for a recommendation to City Council for approval. Once a recommendation is provided by the HWB, the project appears before Council on the consent agenda for approval. As previously stated, the City Council has requested an amendment to the LDC that would exempt single-family residential docks from this requirement, and in return, reducing time spent in processing with the City. These single-family residential docks shall still comply with all applicable regulations of the LDC at all times. This ordinance, as drafted, has no effect on multi-family residential and/or non-residential docks.

- A. Link to Strategic Goals / Objectives:** II. Enhanced quality of life and safety for families
- B. Effect on Budget (EOB):** None.
- C. Level of Service (LOS):** Marina siting regulations do not have any effect on vehicular level of service.
- D. Legislative Sponsor:**
- E. Business Impact Statement:**

**III. CONCLUSION:** Staff believes that the proposed ordinance is consistent with the Council's directive, and recommends that the LPA recommend approval to City Council.

**IV. RECOMMENDED MOTION:** I move that the LPA recommend City Council approval of proposed Ordinance 26-13-LC.

Attachments:

1. Ord. 26-13-LC -  
Marina Siting  
Revisions
2. Ord. 26-13-LC  
Business Impact  
Statement

**ORDINANCE NO. 26-13-LC**

**AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING SECTION 11.05.00, "MARINA SITING" OF THE LAND DEVELOPMENT CODE TO REQUIRE STAFF LEVEL REVIEW OF SINGLE-FAMILY RESIDENTIAL DOCKS; REMOVING THE REQUIREMENT FOR REVIEW BY HARBOR AND WATERWAYS BOARD OF SINGLE-FAMILY RESIDENTIAL DOCKS; REMOVING THE REQUIREMENT FOR CITY COUNCIL REVIEW OF SINGLE-FAMILY RESIDENTIAL DOCKS; 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 provide for a more cost-efficient and streamlined approval process for single-family residential docks; and

**WHEREAS**, the Local Planning Agency held a public hearing, with all required public notice on March 5, 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 Section 3 of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, underline language is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol \*\*\* represents sections of the Land Development Code that have been skipped and remain unchanged.**

**SECTION 3. LDC Section 11.05.00 Marina Siting**

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**11.05.00. Marina siting.**

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.
- B. The following types of marine construction 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,: (1) addition or modification of a boat lift or pilings within an existing legal and conforming boat slip provided no additional slips are created and (2) single-family residential docks. In all cases, 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.

\*\*\*

11.05.02. *Permitting procedures.* The following procedures shall be adhered to by persons desiring to construct a new dock or add to, alter or remodel, add riprap to, or reconstruct an existing dock:

\*\*\*

- H. Building permits must be obtained within one year of final approval by the City Council or the approval expires and must be resubmitted for reconsideration by both the Harbor and Waterways Board and City Council, if not exempt from such review pursuant to section 11.05.01(B). The project will be subject to all current regulations of the City.

\*\*\*

- P. All applicants shall apply to the City and must receive preliminary approval for the proposed construction prior to taking any other action. Preliminary approval shall be considered for issuance by the City Council after review and recommendations of the Harbor and Waterways Board, except for those specifically exempted in section 11.05.01(B). If the application is for joint ownership of a dock, the applicant must obtain written permission from all title of record owners and long-term lessees of the abutting upland property. Upon approval of all appropriate federal and state agencies, final approval from the City Council shall be obtained before a permit is issued except for those specifically exempted in section 11.05.01(B).

\*\*\*

**SECTION 5. INCORPORATION INTO LAND DEVELOPMENT CODE.** This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

**SECTION 6. CONFLICTING PROVISIONS.** City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

**SECTION 7. SEVERABILITY.** If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**SECTION 8. EFFECTIVE DATE.** This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

**ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.**

By: \_\_\_\_\_  
Bobby Wagner, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Attorney for the City of Destin, only.

\_\_\_\_\_  
Kimberly Romano Kopp, City Attorney

\_\_\_\_\_  
Rey Bailey, City Clerk

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_

## City of Destin Business Impact Statement – Ord 26-13-LC

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance:

Ord. 26-13-LC amends the current Land Development Code (LDC) Section 11.05.00 – Marina Siting, for the City of Destin. It removes the requirement of single-family residential docks to submit a Harbor and Waterways Board application; thereby allowing them to proceed to building permit application.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

The proposed ordinance could potentially have a positive economic impact on private, for-profit businesses within the City by decreasing the amount of time encompassed by City processes/hearings. Single-family residential projects could proceed straight to building permit application, without being required to go before the Harbor and Waterways Board and acquiring City Council approval.

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 reduce the City's cost of advertising such projects within publications.

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The only type of businesses that would be impacted by this ordinance are marine contractors, which as stated previously, is a positive impact.