



**AGENDA
HARBOR AND WATERWAYS BOARD MEETING
MONDAY, AUGUST 26, 2019
5:00 PM
DESTIN CITY HALL BOARDROOM**

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE/ROLL CALL**
- 2. APPROVAL OF MINUTES**
 - A) April 22, 2019**
- 3. PUBLIC COMMENTS**
- 4. NEW BUSINESS**
 - A) None**
- 5. OLD BUSINESS**
 - A) 821 Cross Street, Stan Shipp - Property Owner**
- 6. COMMITTEE MEMBER REPORTS**
 - A) Mr. Hoey -- Discussion of Article 11.05.00. Marina Siting., Land Development Code, and recommended changes to the existing Code.**
- 7. DIRECTOR'S REPORT**
- 8. NEXT MEETING DATE: TBD**
 - A) September 23, 2019**
- 9. ADJOURNMENT**

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)

**MINUTES
HARBOR AND WATERWAYS BOARD MEETING
DESTIN CITY HALL 5:00 P.M. – APRIL 22, 2019**

1. CALL TO ORDER:

Chairman Trammell called the Destin Harbor and Waterways Board meeting to order at approximately 5:00 p.m. on Monday, April 22, 2019 at Destin City Hall.

2. ROLL CALL:

Member Present:

Matt Trammell
Richard Hoey
Casey Jones
Jim Green
Bill McKissick

Members Absent:

Mark Meyer
Guy Tadlock

Staff:

Kim Montgomery, Deputy City Clerk
Dawn McDonald, Planner
Louis Zunguze, Community Development Dir.
Steve Bauman, City Attorney

3. APPROVAL OF MINUTES:

➤ **March 25, 2019**

Board member Green moved to approve of the March 25, 2019 minutes as written with Board member Hoey providing the second; the motion passes with a 5-0 vote.

4. NEW BUSINESS:

None.

5. OLD BUSINESS:

A. Destin Harbor and Waterways Issues and Potential Solutions - Matt Trammell

The Chairman explained that he would like to present in the next month or so to Council before they get their budget finalized to address the harbor and waterways issues.

Board member Green spoke of wanting to continue to keep the concerns for storm water runoff on the list. The following are items to keep:

- The Harbor and Tributaries of Destin Waterways
- Support the Fare Carrying Capacity Study for the Harbor District
- Develop a Water Quality Monitoring and Testing Program to track
 - Sewage Pollution in the Harbor & Waterways
 - Heavy Metal Pollutants
 - Dissolved Oxygen
 - Heavy Nutrients

The Harbor Compliance Officer, David Bazylak explained that extensive water testing is done twice a year using Analytical Services with 8 locations in the Destin Harbor where samples are taken however they do not test for heavy metals because of the cost associated. He added that Choctawhatchee Basin Alliance (CBA) and Destin Water Users (DWU) both test for Chloroforms, Dissolved Oxygens and

other basic testing. He also explained how the Health Department tests the waters weekly in certain areas of the bayous and gulf and will close the area down if the waters test high for fecal chloroform.

The chairman suggested staff possibly could get with the Health Department, CBA, and the others and find out who is testing where and what frequency and develop a map and a protocol to make sure there is not any redundancy.

Mr. Bazylak also spoke of the Clean Marina Designation program that is offered for incentives for privately owned marinas; which helps draw more people to want to use their marinas.

The Chairman agreed to add that to General Water Quality. With no other additions, he called for a motion to adopt this item they just discussed.

Motion by Board member Green to approve the tables with the modifications discussed with Board member McKissick providing the second. A roll call vote of 5-0 was taken and the motion passed unanimously.

The Chairman mentioned including in his presentation to Council, an Establishment of the Vision for the Destin Harbor, and take a comprehensive look at what is seaward of the bulk head on the upland properties between Highway 98 and the Destin Harbor. The members agreed with him.

6. MEMBER REPORTS:

➤ **Committee member McKissick** – Spoke of the Special Forces harbor cleanup and suggested if they think it's possible to make the information public and possibly make it bigger cleanup than what they have planned. Committee member Green explained there was a presentation by them at the Harbor CRA-AC meeting and that the cleanup is going to be done strictly by the Special Forces with Emerald Coast Scuba supplying the boat and air tanks. Mr. Zunguze added that this event is part of their training and grading for graduation credits. The Chairman asked if this is something that could be planned every year. According to Mr. Forgione, they are scheduled to do this again in the next two years.

➤ **Chairman Trammell** – The Chairman mentioned how there is a lot of "Harborcentric" items being worked on and pointed out that this Board is being overlooked and asked that they be more involved with any discussions or plans that have anything to do with the harbor. Mr. Forgione explained that they are already working on including this Board, the Harbor CRA and Council on all areas of the Harbor and Waterways as well as the beaches. The Chairman then spoke of the "No Wake Zone" signs that are missing at the mouth of the harbor and the need to get with the County to get them replaced as soon as possible. Mr. Bazylak stated that he would get with the County and see what he can find out.

7. COMMUNITY DEVELOPMENT DEPARTMENT DIRECTOR'S REPORT:

➤ Capacity Study

Mr. Zunguze explained that the Moratorium Ordinance is now in place and he has negotiated a government conceptual agreement with the Army Corp of Engineers to help develop the study with the city and the Corp paying half of the cost of the study. He explained that he has worked with them in the past and knows that they can provide accurate information with creditability which is a tremendous benefit for the city. Adding that any updates discovered in the process will be shared with this Board.

Board member McKissick asked when the study would start and end and suggested that most of the study be done in peak season to get accurate data. The City Attorney explained that they had to set a specific deadline and anticipated that it would need to be extended.

Mr. Zunguze stated that they should have a better understanding of the timeline in a couple of months.

Committee member Green suggested that both this board and the Harbor CRA-AC be involved in the process. Mr. Zunguze agreed and added that once he obtains the scope for the study from the Army Corp, he will provide the information to both of them.

8. MEETING DATES:

- **Next Meeting:** *TBD, if there are no new applicants; they will not meet in May.*

9. ADJOURNMENT:

With there being no further discussion, the meeting adjourned at 6:45 p.m.

Adopted and approved this _____ day of _____ 2019.

Matt Trammell, Chairman

Kim Montgomery, Deputy City Clerk



COMMUNITY DEVELOPMENT DEPARTMENT

AGENDA ITEM

HARBOR & WATERWAYS BOARD MEETING DATE: August 26, 2019**TYPE OF AGENDA ITEM:** Staff Report and Recommendation

TO: Harbor & Waterways Board**THRU:** City Attorney/Kyle Bauman
Community Development Director/Louis Zunguze
Principal Planner/Lauren Witt**FROM:** Planner/Dawn McDonald**DATE:** August 22, 2019**SUBJECT:** Single-Family Residential Marine Construction Proposed at 821 Cross Street

ISSUE: Property owner Travis Shipp (the "Applicant") submitted a Harbor & Waterways Board application on January 30, 2019, for a single-family residential marine construction project at 821 Cross Street. Per *Article 11.05.01.B., City of Destin Land Development Code*, all new marine construction and significant changes to existing marine construction require review by the Harbor & Waterways Board. After the Board meets to review a proposed dock application, its recommendation is forwarded to the City Council for approval or denial.

BACKGROUND: The dock replacement proposal at 821 Cross Street has been occurring since January 2018. A summary of events in the case is as follows:

- January 8, 2018-The applicant submitted a Harbor & Waterways Board application to the City to request the removal of an existing (1) 4' X 41' dock and replacement of the dock with (1) 8' X 41' dock and (1) 12' X 10' boat ramp for a single-family residence. The application included a self-certification Receipt for Submission (File No. 0360199001EE) from the Florida Department of Environmental Protection (FDEP)(located in file).
- **January 22, 2018-The Harbor & Waterways Board recommended approval to the City Council for the request of the (1) 8' X 41' dock and (1) 12' X 10' boat ramp. However, the recommendation was not forwarded to the City Council.**
- January 26, 2018-The Florida Department of Environmental Protection (FDEP) granted a verification of exemption for a 100-linear-foot seawall of vinyl with two 10-foot return walls on (File No. 0360199-002-EE) (located in file).
- January 29, 2018-The 12' X 10' boat ramp constructed within the two return walls of the seawall was reviewed by the FDEP in a separate permit (File No. 0360199-003-EG) (located in file). The FDEP granted the regulatory approval for the ramp. However, the

FDEP indicated that a ramp extending beyond the upland boundary as proposed would require U.S. Army Corps of Engineers review and approval.

- **April 23, 2018-Rather than forwarding the application to the City Council for its review and final determination, staff placed the application on the Harbor & Waterways Board meeting agenda to request the Board rescind the previous recommendation of approval for the dock and ramp due to reported code violations and commercial activity identified at 821 Cross Street. At staff's recommendation, the Board rescinded its earlier recommendation for approval and instead recommended denial of the application to the City Council at this meeting.**
- September 28, 2018-The authorized representative of the applicant submitted a Harbor & Waterways Board application to approve (1) 8' X 41' dock only.
- **November 26, 2018-The dock request was included on the Harbor & Waterways Board meeting agenda. However, the case was postponed for a future hearing by request of several citizens and the City's legal representation due to the need to investigate City Code violations.**
- January 30, 2019-The applicant submitted a Harbor Board application for the approval of (1) 8' X 41' dock only to the Community Development Department. However, this application was not scheduled for a Harbor Board meeting, due to outstanding building and code compliance issues. The Harbor Board application was held until the building and code violations were addressed by the applicant.

Note: The existing 12' X 10' boat ramp is not included in the current Harbor Board request, but is included in a building permit request, because the boat ramp does not extend beyond the seawall into the water.

REQUEST: The project, located on Marler Bayou, includes the removal and replacement of (1) 4' X 41' existing dock with (1) 8' X 41' dock. The total project footprint is ±328 total square feet.

DISCUSSION: The following is an overview of compliance issues related to the proposed dock project at 821 Cross Street:

Building Violations:

- January 4, 2018-The City issued a building permit for the replacement of an "existing seawall and finger pier (board for board)."
- February 23, 2018-The City issued a building permit to "install pavers to ramp and dock walkway."
- January 22, 2019-The City Building Division stated that on April 5, 2018, the building and marine permits were revoked because the completed construction was not consistent with what was permitted by the City. As such, the projects were considered unpermitted activity and were determined to be in violation. The City requested that the applicant remove all improvements and restore the property to its original state, or re-permit the projects and provide revised drawings and documents for City review.

Violation: The City's Building Division revoked the building and marine permits April 5, 2018. Completed construction was not consistent with the approved plan submitted to the Building Division.

Status: Pending. The applicant submitted revised building permits on June 28, 2019. City staff approved the permits July 18, 2019. However, final building permits will not be issued to the applicant until the proposed dock is reviewed by the Harbor & Waterways Board and approved by the City Council.

Code Compliance Issues: Following the April 23, 2018, and November 26, 2018, Harbor & Waterways Board meetings, the City's Code Compliance Division reviewed previous complaints and investigated new complaints opened after the hearing.

Violation: Commercial activity in a residential zoning district in violation of Section 7.12.06(A)(Bay Estates Zoning District) of the Land Development Code, Case Number 18-001067." The Special Magistrate found the applicant in violation on August 21, 2018.

Status: The applicant and the City signed a "Code Enforcement Fine and Compliance Agreement" October 17, 2018. The agreement was signed after the applicant came into compliance with the City Code and paid fines. (The applicant acknowledged in the agreement that if the violation repeated at any time in the future that the City would "resume code enforcement action at the property pursuant to Chapter 162, Florida Statutes.")

Violation: Case filed May 7, 2019, involved "reports of business operating from a residential home" (File # 19-001613).

Status: Resolved and case closed.

Violation: Case filed July 3, 2019, involved a noise complaint for "Water World Barge moored behind 5 Calhoun Avenue" (File #19-002736).

Status: Resolved and case closed.

Violation: Revoked building and marine construction permits (File #19-000978).

Status: Pending. Following Harbor & Waterways Board review and City Council approval of the dock, the building and marine permits will be issued to the applicant.

Current Proposal for Consideration: According to Article 11.05.01.M., of the City's Land Development Code, "Excepting docks connected to uplands zoned SHMU, or those located on Choctawhatchee Bay, no dock shall be longer than the width, at the mean high-water line, of the lot to which the dock is attached." According to the Okaloosa County Property Appraiser's website, the frontage of the property at 821 Cross Street (Parcel ID #00-2S-22-0310-000D-0950) is $\pm 100'$, which would allow a dock to extend to a maximum of 100 feet in this location.

The dock as proposed is 41' in length. (An existing 24' X 28' boathouse boat house on the site extends ± 28 feet beyond the dock. However, the boat house was in existence and was not included as part of the project and the proposed dock extends from the upland area to the boathouse.) The project also meets the requirements of *Article 11.05.01.S., City of Destin Land Development Code*, since the proposed dock includes the required 25-foot riparian setback from the adjacent property owners (± 36.25 feet to the west and ± 53.75 feet to the east, according to an as-built survey of the site dated May 21, 2019).

Additionally, the proposal addresses the following City standards:

A. Link to Strategic Goals /Objectives: 1) Enhance Quality of Life. 2) Improve Public

Use of Beach, Waterways and Harbor. 3) Enhance and Preserve Heritage and Environment.

B. Effect on Budget (EOB): There is not any anticipated effect on the budget. Additionally, there is no staff requirement for this project.

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

COMPREHENSIVE PLAN CONSISTENCY: The proposed marine construction project is consistent with Coastal Management Element Goal 6-1, Coastal Management Element Objective 6-1.1, and Coastal Management Element Policy 6-1.1.3: Protect Coastal and Estuarine Environmental Quality and the Shoreline.

CONCLUSION: The application has been reviewed and approved by the Florida Department of Environmental Protection (FDEP). Additionally, City staff reviewed the application and determined that the plans comply with City Codes and regulations. Specifically, the proposed dock complies with *Article 11.05.01.M., City of Destin Land Development Code*, and the Coastal Management Element of the City's Comprehensive Plan (Coastal Management Element Policy 6-1.1.3).

RECOMMENDATION: Based on compliance with the City's Comprehensive Plan and the Land Development Code, staff recommends approval of the single-family residential marine construction project, (1) 8' X 41' dock, proposed at 821 Cross Street.

RECOMMENDED MOTION: I move that the Harbor & Waterways Board recommends approval (to the Destin City Council) of the single-family residential marine construction project, (1) 8' X 41' dock, proposed at 821 Cross Street.

Exhibits:

- A. Harbor & Waterways Board Application, dated January 30, 2019**
- B. Harbor & Waterways Board Application, dated September 28, 2018**
- C. Code Enforcement Fine and Compliance Agreement, signed by the applicant and City, October 16, 2018**
- D. Harbor & Waterways Board meeting minutes, January 22, 2018**
- E. Harbor & Waterways Board meeting minutes, April 23, 2018**
- F. Harbor & Waterways Board meeting minutes, November 26, 2018**



City of Destin

Community Development Department

Planning & Zoning Division

City of Destin Annex

4100 Indian Bayou Trail

Destin, Florida 32541

Phone (850) 837-4242 • Fax (850) 460-2171

planning@cityofdestin.com

APPLICATION for HARBOR BOARD

Harbor Board meets the 4th Monday, all applications must be submitted at least 2 weeks prior.

Description of work: Remove 4' x 41' dock and replace with 8' x 41' dock. Replace seawall.

1. APPLICANT INFORMATION:

Name: Stan Shipp

Mailing Address: 821 Cross Street

Phone: 903-521-1020

Fax: *

Email: _____

2. PROPERTY TO BE REVIEWED:

Street Address: 821 Cross Street

Parcel ID #: 00-2S-22-0310-000D-0950

3. FEE: \$40.00 Residential
 \$80.00 Commercial

Cash, Check, MasterCard or Visa

Marine Applications, Fees & Letters per FY2017 Schedule of Fees,
adopted 02/21/17, effective 02/22/17.

Must be paid when submitting application.

4. ADDITIONAL DOCUMENTATION REQUIRED:

- Complete detailed drawings and site plan.
- Adjacent property owner mailing information.

State and Federal permits required prior to submission for Harbor Board approval.

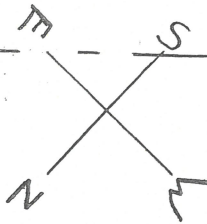
APPLICANT'S SIGNATURE: _____

Stan Shipp

DATE: _____

1-30-19

RIPARIAN LINES



VEGETATION

32'-0"

41'-0"

24'-0"

EXISTING
BOATHOUSE

EXISTING 4'x41' WALKWAY (REMOVED)

8'x41' PROPOSED DECK

100' PROPERTY LINE

100'-0"

EXISTING WALL

MHW

MHW

47'-0"

MAR 20 2019

MARLERS BAYOU

Stanley Shipp
821 Cross St.
Destin, FL 32541

STAN SHIPP
OVERHEAD
VIEW

SCALE 3/16" = 1'-0"

PROPOSED
BOAT RAMP
12'x16'

12'-0"

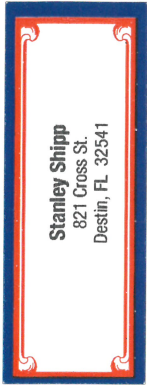
5'-0"

10'-0"

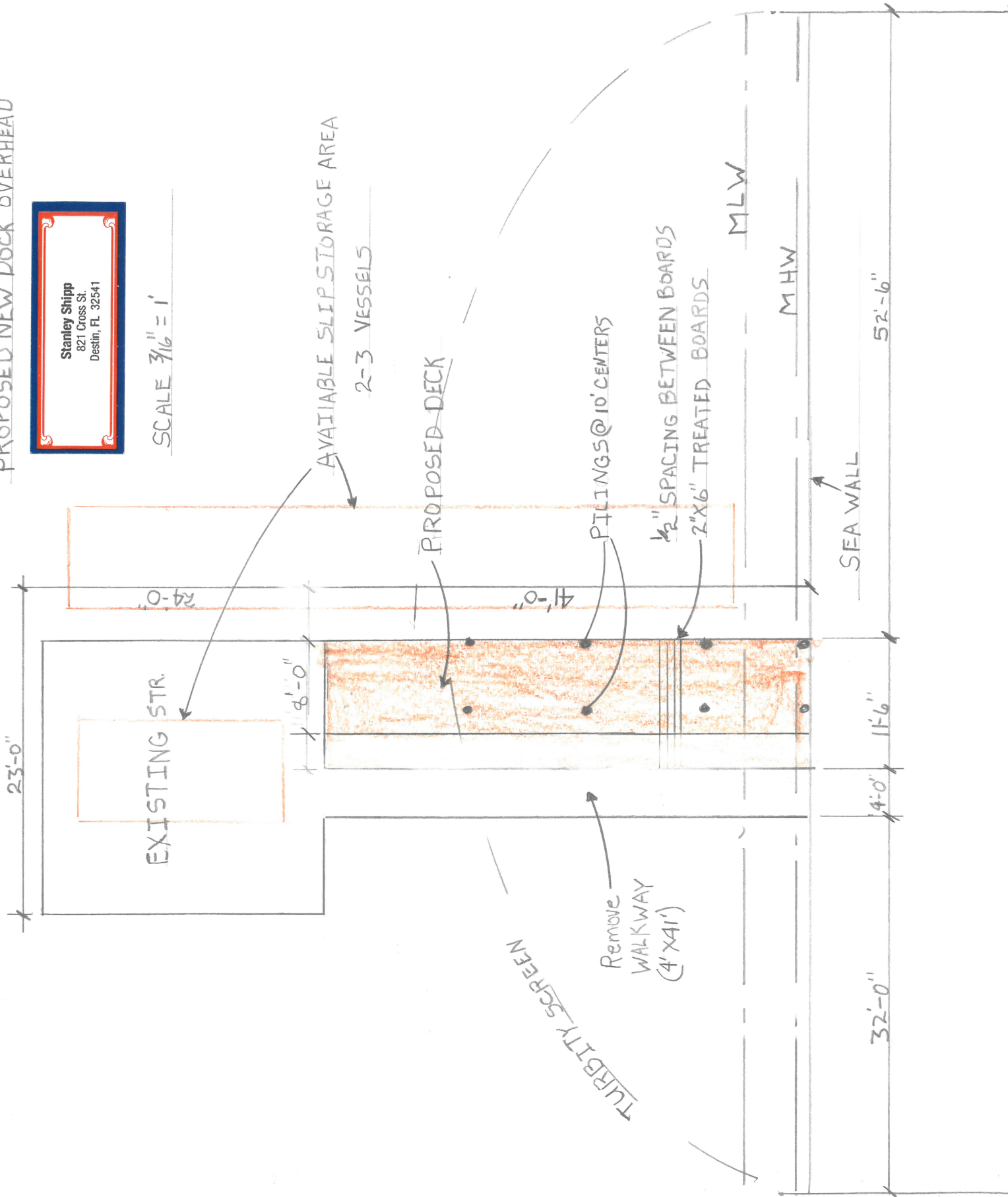
10'-0"

RP

PROPOSED NEW DOCK OVERHEAD

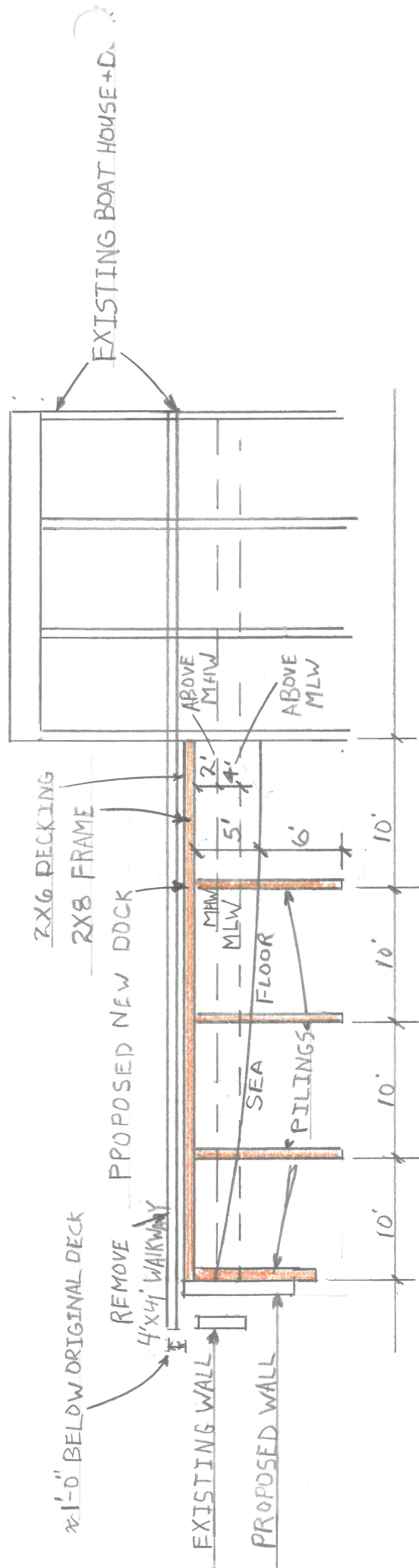


SCALE $3\frac{1}{16}" = 1'$



CROSS SECTION DOCK

Stanley Shipp
821 Cross St.
Destin, FL 32541





Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

Receipt for Submission

SELF CERTIFICATION FOR A PROJECT AT A PRIVATE, SINGLE-FAMILY RESIDENCE

01/08/2018

Self Certification File No.: **0360199001EE**
File Name: **821 Cross St Destin, FL 32541**
- Self-Certification Modify (General)

Dear **Stan Shipp**: On, **01/08/2018**, you used the Florida Department of Environmental Protection's electronic Self Certification Process to certify compliance with the terms and conditions of the Federal State Programmatic General Permit (SPGP) Self Certification Process for a project at private, single-family residence located at:

LAT - Degrees: 30 Minutes: 24 Seconds: 24.1382
LONG - Degrees: -86 Minutes: 30 Seconds: 1.5384
SITE ADDRESS: 821 Cross St Destin, FL 32541
COUNTY: Okaloosa

For:
Travis Shipp
821 Cross St Destin, FL 32541

You have certified that the project you propose to construct at the above location meets all the conditions of the Self-Certification Process. A project that is built in conformance to those conditions (attached for reference) will:

1. Qualify for a regulatory exemption under Section 403.813(1)(b) of the Florida Statutes (F.S.) and Chapter 62-330, Florida Administrative Code (F.A.C.). As such, it is exempt from the need to obtain a DEP Environmental Resource Permit.;
2. Qualify for Consent by Rule or Letter of Consent (as applicable) under Chapter 253, F.S. and Chapter 18-18, F.A.C. (and Chapter 258, F.S. and Chapter 18-20, F.A.C., if applicable), when the project is located on submerged lands owned by the State of Florida.;

Your Self-Certification is based solely on the information you provided under this process, and applies only to statutes and rules in effect when your certification was completed. The certification is effective only for the specific project proposed, and only if the project is constructed, operated, and maintained in conformance with all the terms, conditions, and limitations stated in the Self-Certification Process. In addition, any substantial modifications in plans should be submitted to the Department for review, as changes may result in a permit being required.

You have acknowledged that this Self Certification will automatically expire if:

1. Construction of the project is not completed within one year from the self-certification date;
2. site conditions materially change;
3. the terms, conditions, and limitations of the Self Certification are not followed; or
4. the governing statutes or rules are amended before construction of the project.

Completion of the Self Certification constitutes your authorization for Department or Corps personnel to enter property for purposes of inspecting for compliance.

Receipt of this Self-Certification constitutes authorization to use sovereignty/state-owned submerged lands, as by rule 18-21.005, F.A.C.

The authorization must be visibly posted during all construction activities.

In waters that are accessible to manatees, obtain information on your mandatory Manatee Protection sign by clicking here.

FEDERAL STATE PROGRAMMATIC GENERAL PERMIT (SPGP)

You have certified that the project you propose to construct at the above location meets all the conditions of the Self-Certification Process and will be built in conformance to those conditions (attached for reference). Your project activity as certified is in compliance with the SPGP program. U.S. Army Corps of Engineers (Corps) Specific conditions apply to your project, attached. No further permitting for this activity is required by the Corps. In the event of the transfer of ownership of the property by sale or by any other means, when the structures or work authorized by this SPGP Self-Certification are still in existence at the time the property is transferred, the terms and conditions of this SPGP Self-Certification will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire. To validate the transfer of this SPGP Self-Certification and the associated responsibilities associated with compliance with its terms and conditions, the attached transfer of SPGP Self-Certification request must be completed and submitted to the Department at the time of transfer of ownership. The address is given below on the attached transfer form. This SPGP Self-Certification is based solely on the information you provided under this process. It applies only to the statutes and rules in effect when your certification was completed. You have recognized that the certification is effective only for the specific project proposed, and provided the project is constructed, operated, and maintained in conformance with all the terms, conditions, and limitations stated in the SPGP Self-Certification. This Self-Certification will not apply if any substantial modifications are made to the project. You agree to construct additional structures or to modify the project, as changes may require, and submit plans to the Department for review of any plans to construct additional structures or to modify the project, as changes may require, a permit being required. You have acknowledged that this Self-Certification will automatically expire if: 1. construction of the project is not completed by midnight, July 25, 2021, unless construction commenced or a contract to construct was entered into before that date.

was executed before July 25, 2021, in which case the time limit for completing the work authorized by the SPC at midnight, July 25, 2022. However, in no case can construction continue for more than one year beyond the Self-Certification date; 2. site conditions materially change; 3. the terms, conditions, and limitations of the Self-Certification are not followed; or 4. the governing statutes or rules are amended before construction of the Completion of the Self-Certification constitutes your authorization for Department or Corps personnel to enter property for purposes of inspecting for compliance. If you have any questions, please contact your local Department District Office. Contact information can be found at:

<https://floridadep.gov/water/submerged-lands-environmental-resources-coordination/documents/district-office>. For further information, contact the Corps directly at: <http://www.saj.usace.army.mil/Missions/Regulatory.asp>; referring to your project, please use the SPGP Self-Certification file number listed above. Authority for review agreement with the U.S. Army Corps of Engineers entitled Coordination Agreement between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection State Programmatic Permit, Section 10 of the Rivers and Harbor Act of 1899 and Section 404 of the Clean Water Act.

ADDITIONAL INFORMATION

This Self-Certification Process does not relieve you from the responsibility of obtaining other permits or authorizations from other agencies (federal, state, Water Management District, or local) that may be required for the project. If you obtain all applicable authorizations prior to construction of the project may result in enforcement.

If you have any problems with the attached documents, please call the ERP Coordinator at (850) 245-8495 or e-mailing us at ERP_eApps@dep.state.fl.us.

Sincerely, Florida Department of Environmental Protection

Attachments:

FDEP Terms and Conditions

SPGP Terms and Conditions

SPGP Transfer Letter

Aquatic Vegetation Guidelines

Sea Turtle And Sawfish Conditions



Florida Department of Environmental Protection

Northwest District Office
160 W. Government Street, Suite 308
Pensacola, Florida 32502-5740

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

January 26, 2018

Travis Shipp
821 Cross Street
Destin, Florida 32541
Stanshipp12@gmail.com

File No.: 0360199-002-EE, Okaloosa County

Dear Mr. Shipp:

On January 8, 2018 we received your request for verification of exemption to perform the following activities:

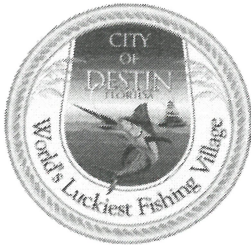
To install approximately 100 linear feet of vinyl sheet pile seawall forward of an existing seawall and two 10-foot return walls within Marler Bayou, Class II Florida Waterbody, Prohibited Shellfish Harvesting Area. The project is located at Parcel No.00-2S-22-0310-000D-0950, 821 Cross Street, Destin, Florida 32541 in Section 24, Township 2 South, Range 23 West of Okaloosa County at 30°24'25.31" North Latitude, 86°29'59.57" West Longitude.

Your request has been reviewed to determine whether it qualifies for (1) regulatory exemption, (2) proprietary authorization (related to state-owned submerged lands), and (3) federal approval that may be necessary for work in wetlands or waters of the United States.

Your project qualifies for all three. However, this letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity.

If you change the project from what you submitted, the authorization(s) granted may no longer be valid at the time of commencement of the project. Please contact us prior to beginning your project if you wish to make any changes.

If you have any questions regarding this matter, please contact Douglas Sprague at the letterhead address, at (850)595-0579, or at douglas.sprague@dep.state.fl.us.



City of Destin
Community Development Department
Planning & Zoning Division
City of Destin Annex
4100 Indian Bayou Trail
Destin, Florida 32541
Phone (850) 837-4242 • Fax (850) 460-2171
planning@cityofdestin.com

APPLICATION for HARBOR BOARD

Harbor Board meets the 4th Monday, all applications must be submitted at least 2 weeks prior.

Description of work: Construct new 8' X 41' dock to existing boathouse. Remove old 4' X 41' dock

1. APPLICANT INFORMATION:

Name: Stan Shipp
Mailing Address: 821 Cross Street
Phone: (903)-521-1020 Fax: _____
Email: _____

2. PROPERTY TO BE REVIEWED:

Street Address: 821 Cross Street
Parcel ID #: 00-2S-22-0310-000D-0950

3. FEE: **\$40.00 Residential**
 \$80.00 Commercial

Cash, Check, MasterCard or Visa

Marine Applications, Fees & Letters per FY2017 Schedule of Fees adopted 02/21/17, effective 02/22/17.

RECEIVED

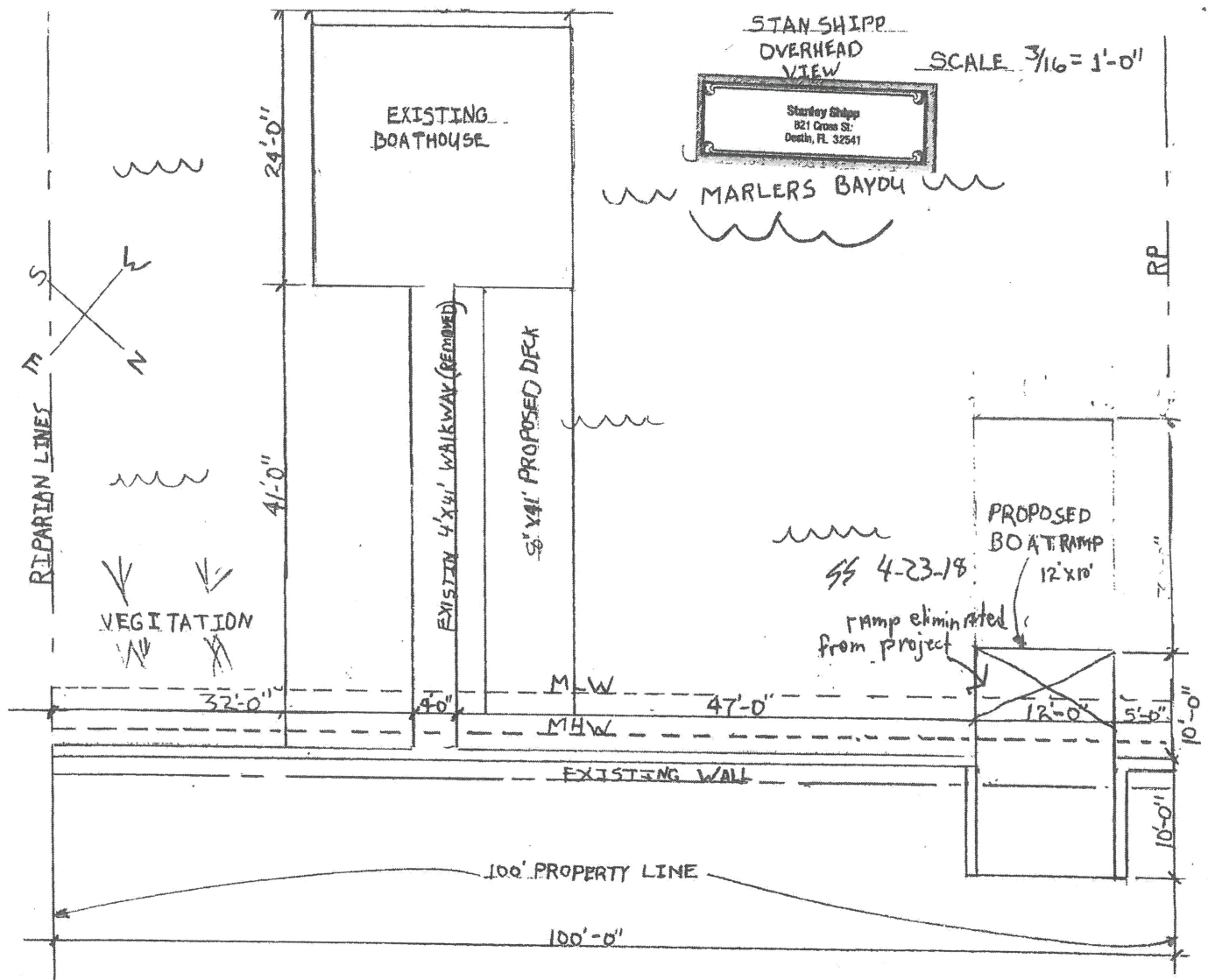
Must be paid when submitting application.

4. ADDITIONAL DOCUMENTATION REQUIRED:

- a. Complete detailed drawings and site plan.
- b. Adjacent property owner mailing information.

State and Federal permits required prior to submission for Harbor Board approval.

APPLICANT'S SIGNATURE: Stan Shipp DATE: 9-28-18



RECEIVED

SEP 28 2018

Community
Development



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

Receipt for Submission

SELF CERTIFICATION FOR A PROJECT AT A PRIVATE, SINGLE-FAMILY RESIDENCE

01/08/2018

Self Certification File No.: 0360199001EE
File Name: 821 Cross St Destin, FL 32541
- Self-Certification Modify (General)

Dear Stan Shipp: On, 01/08/2018, you used the Florida Department of Environmental Protection's electronic Self-Certification Process to certify compliance with the terms and conditions of the Federal State Programmatic General Permit (SPGP) Self Certification Process for a project at private, single-family residence located at:

LAT - Degrees: 30 Minutes: 24 Seconds: 24.1382
LONG - Degrees: -86 Minutes: 30 Seconds: 1.5384
SITE ADDRESS: 821 Cross St Destin, FL 32541
COUNTY: Okaloosa

For:
Travis Shipp
821 Cross St Destin, FL 32541

You have certified that the project you propose to construct at the above location meets all the conditions of the Self-Certification Process. A project that is built in conformance to those conditions (attached for reference) will:

1. Qualify for a regulatory exemption under Section 403.813(1)(b) of the Florida Statutes (F.S.) and Chapter 62-330, Florida Administrative Code (F.A.C.). As such, it is exempt from the need to obtain a DEP Environmental Resource Permit;
2. Qualify for Consent by Rule or Letter of Consent (as applicable) under Chapter 253, F.S. and Chapter 18-20, F.A.C. (and Chapter 258, F.S. and Chapter 18-20, F.A.C., if applicable), when the project is located on submerged lands owned by the State of Florida;

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Your Self-Certification is based solely on the information you provided under this process, and applies only to statutes and rules in effect when your certification was completed. The certification is effective only for the specific project proposed, and only if the project is constructed, operated, and maintained in conformance with all the terms, conditions, and limitations stated in the Self-Certification Process. In addition, any substantial modifications in plans should be submitted to the Department for review, as changes may result in a permit being required.

You have acknowledged that this Self Certification will automatically expire if:

1. Construction of the project is not completed within one year from the self-certification date;
2. site conditions materially change;
3. the terms, conditions, and limitations of the Self Certification are not followed; or
4. the governing statutes or rules are amended before construction of the project.

Completion of the Self Certification constitutes your authorization for Department or Corps personnel to enter property for purposes of inspecting for compliance.

Receipt of this Self-Certification constitutes authorization to use sovereignty/state-owned submerged lands, as by rule 18-21.005, F.A.C.

The authorization must be visibly posted during all construction activities.

In waters that are accessible to manatees, obtain information on your mandatory Manatee Protection sign by clicking here.

FEDERAL STATE PROGRAMMATIC GENERAL PERMIT (SPGP)

You have certified that the project you propose to construct at the above location meets all the conditions of the Self-Certification Process and will be built in conformance to those conditions (attached for reference). Your project activity as certified is in compliance with the SPGP program. U.S. Army Corps of Engineers (Corps) Specific conditions apply to your project, attached. **No further permitting for this activity is required by the Corps.** In the event of the transfer of ownership of the property by sale or by any other means, when the structures or work authorized by this SPGP Self-Certification are still in existence at the time the property is transferred, the terms and conditions of this SPGP Self-Certification will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, expires. To validate the transfer of this SPGP Self-Certification and the associated responsibilities associated with compliance with its terms and conditions, the attached transfer of SPGP Self-Certification request must be completed and submitted to the Department at the time of transfer of ownership. The address is given below on the attached transfer form. This SPGP Self-Certification is based solely on the information you provided under this process. It applies only to the statutes and rules in effect when your certification was completed. You have recognized that the certification is effective only for the specific project proposed, and provided the project is constructed, operated, and maintained in conformance with all the terms, conditions, and limitations stated in the SPGP Self-Certification. This Self-Certification will not apply if any substantial modifications are made to the project. You agree to consult the Department for review of any plans to construct additional structures or to modify the project, as changes may require a permit being required. You have acknowledged that this Self-Certification will automatically expire if: 1. construction of the project is not completed by midnight, July 25, 2021, unless construction commenced or a contract to construct

SEP 28 2018

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was executed before July 25, 2021, in which case the time limit for completing the work authorized by the SPC at midnight, July 25, 2022. However, in no case can construction continue for more than one year beyond the Self-Certification date; 2. site conditions materially change; 3. the terms, conditions, and limitations of the Self-Certification are not followed; or 4. the governing statutes or rules are amended before construction of the Completion of the Self-Certification constitutes your authorization for Department or Corps personnel to enter property for purposes of inspecting for compliance. If you have any questions, please contact your local Department District Office. Contact information can be found at: <https://floridadep.gov/water/submerged-lands-environmental-resources-coordination/documents/district-office>. For further information, contact the Corps directly at: <http://www.saj.usace.army.mil/Missions/Regulatory.asp> referring to your project, please use the SPGP Self-Certification file number listed above. Authority for review agreement with the U.S. Army Corps of Engineers entitled Coordination Agreement between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection State Programmatic Permit, Section 10 of the Rivers and Harbor Act of 1899 and Section 404 of the Clean Water Act.

ADDITIONAL INFORMATION

This Self-Certification Process does not relieve you from the responsibility of obtaining other permits or authorizations from other agencies (federal, state, Water Management District, or local) that may be required for the project. To obtain all applicable authorizations prior to construction of the project may result in enforcement.

If you have any problems with the attached documents, please call the ERP Coordinator at (850) 245-8495 or e-mailing us at ERP_eApps@dep.state.fl.us.

Sincerely, Florida Department of Environmental Protection

Attachments:

FDEP Terms and Conditions

SPGP Terms and Conditions

SPGP Transfer Letter

Aquatic Vegetation Guidelines

Sea Turtle And Sawfish Conditions

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Florida Department of
Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

TERMS AND CONDITIONS

Self Certification File No.: 0360199001EE

Construction Conditions:

Private residential single family docks are subject to the following criteria in accordance with Section 403.813(1)(b), F.S.

The dock to be constructed:

1. Has 1,000 square feet or less over water surface (includes adjacent wetlands) in accordance with Chapter 62-340, F.A.C.;
2. Is constructed on or held in place by pilings and is constructed so as not to involve filling or dredging other than that necessary to install the pilings;
3. Will not substantially impede the flow of water, cause water pollution, or create a navigational hazard;.
4. Is used **ONLY** for recreational, noncommercial activities associated with the mooring or storage of boats and boat paraphernalia;.
5. Is the sole dock on the parcel; and
6. Must not be subject to any conservation easement or restrictive covenant of record prohibiting the activity.

General Conditions for Sovereignty/State-Owned Submerged Lands Authorizations:

Any use of sovereignty/state-owned submerged lands is subject to the following general conditions that are binding upon the applicant and are enforceable under Chapters 253, F.S. or Chapters 258, F.S.

1. Sovereignty/state-owned submerged lands may be used only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use will constitute a violation. Violation of the authorization will result in suspension or revocation of the applicant's use of the sovereignty/state-owned submerged lands unless cured to the satisfaction of the Board of Trustees of the Internal Improvement Trust Fund (Board).
2. Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty/state-owned submerged

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lands or water column, nor does it constitute recognition or acknowledgment of any other person's title to such land or water.

3. Authorizations under Rule 18-21.005, F.A.C., may be modified, suspended or revoked in accordance with its terms or the remedies provided in Sections 253.04, F.S. or Chapter 18-14, F.A.C.
4. Structures or activities will be constructed and used to avoid or minimize adverse impacts to resources.
5. Construction, use, or operation of the structure or activity will not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.;
6. Structures or activities will not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity will be modified in accordance with the court's decision.
7. Structures or activities will not create a navigational hazard.
8. Structures will be maintained in a functional condition and will be repaired or removed if they become dilapidated to such an extent that they are no longer functional.
9. Structures or activities will be constructed, operated, and maintained solely for water dependent purposes.
10. The applicant agrees to indemnify, defend and hold harmless the Board and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty/stateowned submerged lands or the applicant's use and construction of structures on sovereignty/state-owned submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.
11. Failure by the Board to enforce any violation of the authorization or waiver by the Board of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure or waiver prevent the Board from enforcing the waived or unenforced provision in the event of a future violation of that provision.
12. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.
13. All costs incurred by the Board in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board in writing of any change of address at least ten days before the change becomes effective.
14. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant of record that prohibits the activity.

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Manatee Conditions:

The following conditions are intended to protect manatees from direct project effects; THESE CONDITIONS APPLY ONLY IN WATERS THAT ARE ACCESSIBLE TO MANATEES:

1. All personnel associated with the project will be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee will advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
2. All vessels associated with the construction project will operate at 'Idle Speed/No Wake' at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
3. Siltation or turbidity barriers will be made of material in which manatees cannot become entangled, will be properly secured, and will be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
4. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
5. Any collision with or injury to a manatee will be reported immediately to the FWC Hotline at 1-888-404-FWCC. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida.
6. Temporary signs concerning manatees will be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Awareness signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used (see MyFWC.com). One sign which reads Caution: Boaters must be posted. A second sign measuring at least 8 1/2' by 11' explaining the requirements for 'Idle Speed/No Wake' and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities.

Self-Certification Requirements:

The user agrees to the following:

1. The information provided herein is true and accurate.
2. Construction of the project must be completed within one year from the self-certification date. If the project cannot be completed within that time frame, or the project is to be modified, the Department must be contacted for authorization requirements.

3. Any substantial modifications in the plans for this project must be submitted to the Department for

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review, as changes may result in a permit being required.

4. This self-certification will automatically expire if site conditions materially change; if the terms, conditions, and limitations of the self-certification are not followed; or if the governing statutes or rules are amended before the project is completed.
5. Department personnel will be allowed to enter the property for purposes of inspecting the project for compliance with the terms and conditions of this self-certification.

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Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

CONDITION FOR THE DEPARTMENT OF THE ARMY SELF-CERTIFIED STATE PROGRAMMATIC GENERAL PERMIT FOR A PROJECT AT A PRIVATE, SINGLE FAMILY RESIDENCE

Self Certification File No.: 0360199001EE

General Conditions:

1. The time limit for completing the work authorized on July 26, 2021.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and State coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner on the enclosed form and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must allow representatives from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Further Information:

1. Limits of this authorization:
 - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
 - b. This permit does not grant any property rights or exclusive privileges.
 - c. This permit does not authorize any injury to the property or rights of others.
 - d. This permit does not authorize interference with any existing or proposed Federal projects.
2. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any liability for the following:
 - a. Damages to the permitted project or uses thereof as a result of other permitted or ~~unpermitted~~ activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities

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undertaken by or on behalf of the United States in the public interest.

- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or Construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
3. Reliance on Applicant's Data: The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.
 4. Reevaluation of Permit Decision: This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:
 - a. You fail to comply with the terms and conditions of this permit.
 - b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 3 above).
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.
 5. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CER 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.
 6. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form.
 7. The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal, relocation or alteration.

Manatee Conditions:

1. All personnel associated with the project will be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee will advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
2. All vessels associated with the construction project will operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a fourfoot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
3. Siltation or turbidity barriers will be made of material in which manatees cannot become entangled, will be properly secured, and will be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.
4. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not

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reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

5. Any collision with or injury to a manatee will be reported immediately to the FWC Hotline at 1-888-404-FWCC. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida.
6. Temporary signs concerning manatees will be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Awareness signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used (see MyFWC.com). One sign which reads Caution: Boaters must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities.

Submerged Aquatic Vegetation Conditions:

1. Avoidance. The piling-supported structure will be aligned so as to minimize the size of the footprint over SAV beds.
2. The height of piling-supported structure will be a minimum of 5 feet above MHW/OHW as measured from the top surface of the decking.
3. The width of the piling-supported structure is limited to a maximum of 4 feet. A turnaround area is allowed for piling-supported structures greater than 200 feet in length. The turnaround is limited to a section of the piling-supported structure no more than 10 feet in length and no more than 6 feet in width. The turnaround will be located at the midpoint of the piling-supported structure.
4. Over-SAV bed portions of the piling-supported structure will be oriented in a north-south orientation to the maximum extent that is practicable.
5. Terminal Platforms:
 - a. If possible, terminal platforms will be placed in deep water, waterward of SAV beds or in an area devoid of SAV beds.
 - b. If a terminal platform is placed over SAV areas and constructed of grated decking, the total size of the platform will be limited to 160 square feet. The grated deck material will conform to the specifications stipulated below. The configuration of the platform will be a maximum of 8 feet by 20 feet. A minimum of 5 feet by 20 feet will conform to the 5-foot height requirement; a 3 feet by 20 feet section may be placed 3 feet above MHW to facilitate boat access. The long axis of the platform should be aligned in a north-south direction to the maximum extent that is practicable.
 - c. If the terminal platform is placed over SAV areas and constructed of planks, the total size of the platform will be limited to 120 square feet. The configuration of the platform will be a maximum of 6 feet by 20 feet of which a minimum 4-foot wide by 20-foot long section will conform to the 5-foot height requirement. A section may be placed 3 feet above MHW to facilitate boat access. The 3 feet above MHW section will be cantilevered. The long axis of the platform should be aligned in a north-south direction to the maximum extent that is practicable. If the 3 feet above MHW section is constructed with grating material, it may be 3 feet wide.
6. Pilings will be installed in a manner which will not result in the formation of sedimentary deposits ("donuts" or "halos") around the newly installed pilings. Pile driving is the preferred method of installation, but jetting with a low pressure pump may be used.
7. The spacing of pilings through SAV beds will be a minimum of 10 feet on center.
8. The gaps between deckboards will be a minimum of 1/2 inch.

Marsh and Mangroves Conditions:

1. Marsh:
 - a. The piling-supported structure will be aligned so as to have the smallest over-marsh footprint as

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practicable.

b. The over-marsh portion of the piling-supported structure will be elevated to at least 4 feet above the marsh floor.

c. The width of the piling-supported structure is limited to a maximum of 4 feet. Any exceptions to the width must be accompanied by an equal increase in height requirement.

2. Mangroves:

a. The width of the piling-supported structure is limited to a maximum of 4 feet.

b. Mangrove clearing is restricted to the width of the piling-supported structure.

c. The location and alignment of the piling-supported structure should be through the narrowest area of the mangrove fringe.

Sea Turtle and Smalltooth Sawfish Construction Conditions:

The permittee will comply with the following protected species construction conditions:

1. The permittee will instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.
2. The permittee will advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.
3. Siltation barriers will be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.
4. All vessels associated with the construction project will operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e. g., marked channels) whenever possible.
5. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions will be implemented to ensure its protection. These precautions will include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment will cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.
6. Any collision with and/or injury to a sea turtle or smalltooth sawfish will be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.
7. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.
8. Any collision(s) with and/or injuries to any whale, or sturgeon occurring during the construction of a project, shall be reported immediately to NMFS's Protected Resources Division (PRD) at (727-824-5312).
9. Reports to NMFS's Protected Resources Division (PRD) may be made by email to takereport.nmfs@noaa.gov.
10. Sea turtle and marine mammal stranding/rescue organizations' contact information is available by region at <http://www.nmfs.noaa.gov/pr/health/networks.htm>.
11. Smalltooth sawfish encounters shall be reported to <http://www.flmnh.ufl.edu/fish/sharks/sawfish/sawfishencounters.html>.
12. All work must occur during daylight hours.

Special Conditions:

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1. For concrete piles installed by impact hammer:
 - a. The piles will be less than or equal to than 24 inches in diameter; and
 - b. Not more than 10 piles will be installed per day if in open water; or,
 - c. Not more than 5 piles will be installed per day in a confined space. A confined space is defined as any area that has a solid object (e.g., shoreline, seawall, jetty) or structure within 150 feet of the pile installation site that would effectively serve as a barrier or otherwise prevent animals from moving past it to exit the area. This does not include objects such as docks or other pile-supported structures that would not stop animal movement or significantly reflect noise.
2. Metal piles will NOT be installed by impact hammer.
3. The Permittee is responsible for obtaining any 'take' permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The Permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such 'take' permits are required for a particular activity.
4. The Permittee is responsible for compliance with 50 CFR 224.103 prohibiting approach within 500 yards of a right whale, with limited exceptions.
5. Special Conditions Related to All Reviews and Authorizations are available at:
<http://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/> and must be followed.

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CODE ENFORCEMENT FINE AND COMPLIANCE AGREEMENT

THIS CODE ENFORCEMENT FINE AND COMPLIANCE AGREEMENT ("Agreement") is made and entered into on this ____ day of October 2018, by and between Travis and Audrey Shipp, husband and wife, with a mailing address of 100 37 FM 1795, Big Sandy, Texas 75755 ("Respondents"), and the CITY OF DESTIN, FLORIDA ("City"), a Florida municipal corporation with an address at 4200 Indian Bayou Trail, Destin, Florida 32541.

RECITALS:

WHEREAS, the City duly issued a "Notice of Code Violation" to the Respondents, Travis and Audrey Shipp, the property owners of 821 Cross Street, Destin, Florida (the "Property"), regarding a violation for commercial activity in a residential zoning district in violation of Section 7.12.06(A) (Bay Estates Zoning District) of the Land Development Code, Case Number 18-001067; and

WHEREAS, on August 21, 2018, the Special Magistrate found Respondents in violation of the aforementioned section of the Land Development Code ("City Code"), after a duly noticed quasi-judicial hearing at which testimony and evidence were presented by the parties, and ordered that Respondents come into compliance on or before September 28, 2018; and

WHEREAS, the Respondents admit that the violation continued for 14 days past the compliance date ordered by the Special Magistrate, but has since come into compliance with the City Code; and

WHEREAS, the City and the Respondents desire to enter into this Agreement for the purposes of memorializing the agreement between the parties regarding the fine to be paid by Respondents for 14 days past the compliance date, and further, to memorialize that Respondents were found to be in compliance with City Code on October 15, 2018; and

WHEREAS, Respondents acknowledges that if the violation repeats at any time in the future, the City will resume code enforcement action at the property pursuant to Chapter 162, Florida Statutes.

NOW, THEREFORE, in consideration of the terms and mutual covenants contained herein, the City and the Respondents (collectively, the "Parties") intending to be legally bound, agree as follows:

1. **Recitals.** The above-referenced recitals are true and correct and are hereby incorporated into this Agreement for all purposes.

2. **Terms of Agreement.** In connection with the Parties' mutual execution of this Agreement and the covenants and terms herein, the Parties agree as follows:

- A. The Special Magistrate ordered Respondents to come into compliance with the City Code by ceasing all commercial activity in the residential zoning district by September 28, 2018, via that certain order dated August 22, 2018 in Case Number 18-001067, attached hereto as Exhibit A.
- B. The property remained in violation of section 7.12.06(A), Land Development Code ("LDC") ("Violation"), past the required compliance date, specifically, from September 29, 2018 through October 13, 2018.
- C. The Respondents have ceased the Violation and have brought the property into full compliance with the afore-referenced section of the LDC.
- D. The Respondents agree to pay a fine of \$100.00 per day for the aforementioned fourteen (14) days of noncompliance. The total amount due to the City from Respondents is One-Thousand, Four-Hundred Dollars (\$1,400.00), to be paid in full to the City by October 31, 2018.
- E. Upon payment in full by Respondents, the City shall provide an Affidavit of Compliance to the Respondents.
- F. The Respondents acknowledge and agree that the Property shall be subject to further code enforcement proceedings if the violation is repeated in the future, pursuant to Chapter 162, Florida Statutes, or if payment in full is not made to the City by October 31, 2018, pursuant to Section 2(D) of this Agreement.

3. **Authority.** Each Party represents and warrants, with respect to itself, that the execution and delivery of this Agreement has been authorized by all necessary action of each Party, and that this Agreement constitutes the legal, valid, and binding agreement of each Party, enforceable in accordance with its terms. It is expressly understood and agreed that this Agreement shall not become binding upon the City unless and until the City Council approves this Agreement at a public meeting, as is required by Florida law.

4. **Governing Law; Venue.** This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall be in Okaloosa County, Florida.

5. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, assigns, bankruptcy trustees, representatives, affiliates, officers, directors, partners, members, and joint venturers of the Parties.

6. **Non-Waiver.** Failure by the City or the Respondents to insist upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be deemed to

be a waiver of such terms, conditions, and provisions, and the City and the Respondents, notwithstanding such failure, shall have the right hereafter to insist upon the strict performance of any or all such terms and conditions of this Agreement as set forth herein.

7. **Construction; Headings.** The Parties acknowledge that they participated in the negotiation and drafting of the terms of this Agreement and acknowledge that no provision shall be strictly construed against one party or the other based solely on draftsmanship. The Parties have entered into this Agreement without duress, coercion, or under undue influence of any kind, and are motivated by a desire to avoid the costs and time associated with litigation and to arrive at a fair and reasonable agreement with regard to the pending code enforcement matter. The Parties acknowledge that they have been represented by counsel in connection with the negotiation of the terms of this Agreement and that they enter into this Agreement freely and voluntarily, and only after consultation with their respective counsel. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall neither affect the construction or interpretation hereof, nor add or subtract from the meaning of the contents of each section.

8. **Interpretation.** This Agreement shall be read and interpreted in such a manner as to give all provisions their ordinary and customary meaning, and all words, terms, and phrases not otherwise specifically defined by a capitalized term or otherwise shall have the same meaning and interpretation as customarily used among lay persons. The terms "hereby," "hereof," "herein," "hereto," "hereunder," and any similar terms refer to this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used. All words, terms, and phrases specifically defined by a capitalized term shall apply throughout this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

9. **Entire Agreement; Amendments.** This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. No representations have been made, either express or implied by the Parties, other than those expressly set forth in this Agreement. This Agreement or any part hereof may not be changed, amended, waived, discharged, or terminated except by an instrument in writing, executed by all Parties.

10. **Enforcement; Remedies.** The Parties shall have all equitable and legal remedies available under Florida law to enforce the terms and conditions of this Agreement, and the terms of this Agreement shall be specifically enforceable in court. In the event of any dispute hereunder or any action to interpret or enforce this Agreement, any provision hereof, or any matter arising herefrom, the prevailing party shall be paid by the non-prevailing party the reasonable attorneys' fees and costs incurred in enforcing its rights and remedies, whether incurred at the pre-trial, trial, or appellate levels, including any fees and costs incurred in determining the amount of awardable fees.

11. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

12. **Disclaimer of Third Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue by reason hereof to, or for the benefit of, any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any other third person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than as expressly stated herein.

13. **Purpose of this Agreement; Not Establishing Precedent.** By entering into this Agreement, the Parties do not admit any liability whatsoever to the other, or to any other person, arising out of any claims asserted, or that could have been asserted, in the code enforcement matter, and expressly deny any and all such liability. The Parties acknowledge and agree that this Agreement is not intended by any Party to be construed, and shall not be construed, as an admission by any Party of any liability or violation of any law, statute, ordinance, regulation, or other legal duty of any nature whatsoever. Rather, this Agreement is for the compromise of potential and disputed claims, involving both fact and law, and the Parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding further litigation and in recognition of the desire for the speedy and reasonable resolution of the Parties' dispute. The acceptance of proposals for purposes of this Agreement is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances.

14. **Attorneys' Fees; Costs.** The Parties expressly agree to bear the fees and costs of their respective counsel, experts, and consultants in the code enforcement matter and in the preparation of this Agreement.

15. **Notices.** All notices and other communications required hereunder shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express, or other nationally recognized overnight commercial delivery service, fees prepaid for next day delivery. Such notices shall be deemed to have been received: (i) upon delivery, if personally delivered; (ii) upon the earlier of actual receipt or the third day after mailing, if mailed by registered or certified United States mail, return receipt requested, postage prepaid; and (iii) upon the earlier of actual receipt or the next business day if sent by Federal Express or other nationally recognized overnight commercial delivery service, if fees are prepaid for next day delivery. The addresses for delivery of such notices shall be as follows:

(a) To Respondents:

Travis and Audrey Shipp
10037 FM 1795
Big Sandy, TX 75755

With a copy to:

Stan Shipp
821 Cross Street
Destin, FL 32541

and

Mary Jane Bass
Beggs & Lane RLLP
501 Commendencia Street
Pensacola, FL 32502

(b) To the City:

City of Destin
c/o City Manager
4200 Indian Bayou Trail
Destin, Florida 32541

With a copy to:

Kimberly Romano Kopp, Esquire
Romano Kopp Law, P.A.
P.O. Box 622562
Oviedo, Florida 32762-2562

or to such other address as any party hereto shall from time to time designate to the other party by notice in writing as herein provided.

16. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the Parties and all of which

shall constitute one and the same agreement. The Parties further agree that each Party shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary, to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties.

17. **Effective Date.** This Agreement shall become effective upon the date of execution by the last of the Parties.

18. **Waiver of Jury Trial.** The Parties hereby knowingly, voluntarily, and intentionally waive any right to a jury trial with respect to any claims arising in connection with this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in a manner sufficient to bind them as set forth herein.

Signed, sealed, and delivered before me:

WITNESSES

Print Name: _____

Mrs. Audrey Shipp

Print Name: _____

Date: _____

STATE OF TEXAS

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____
2018, by _____. Said person (check one) ____ is personally
known to me or ____ produced _____ as identification.

(Notary Seal)

Printed Name: _____
Notary Public, State of _____
Commission No. _____
My commission expires: _____

WITNESSES

Angie Sowell
Print Name: Angie Sowell
Judy Murray
Print Name: Judy Murray

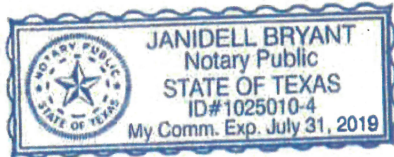
Travis Shipp
Mr. Travis Shipp
Date: 10-17-18

STATE OF TEXAS

COUNTY OF Lipscomb

The foregoing instrument was acknowledged before me this 17 day of October 2018, by Travis Shipp. Said person (check one) ☒ is personally known to me or ☐ produced _____ as identification.

(Notary Seal)



Printed Name: Janidell Bryant
Notary Public, State of TEXAS
Commission No. _____
My commission expires: _____

CITY OF DESTIN, FLORIDA

By: _____

Its: Special Magistrate

Date: _____

ATTEST, BY THE CLERK OF THE
CITY COUNCIL OF THE CITY OF
DESTIN, FLORIDA:

City Clerk

Rey Bailey

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF DESTIN, FLORIDA:

Kimberly Romano Kopp, City Land Use Attorney

CODE ENFORCEMENT FINE AND COMPLIANCE AGREEMENT

THIS CODE ENFORCEMENT FINE AND COMPLIANCE AGREEMENT ("Agreement") is made and entered into on this 16th day of October 2018, by and between Travis and Audrey Shipp, husband and wife, with a mailing address of 100 37 FM 1795, Big Sandy, Texas 75755 ("Respondents"), and the CITY OF DESTIN, FLORIDA ("City"), a Florida municipal corporation with an address at 4200 Indian Bayou Trail, Destin, Florida 32541.

RECITALS:

WHEREAS, the City duly issued a "Notice of Code Violation" to the Respondents, Travis and Audrey Shipp, the property owners of 821 Cross Street, Destin, Florida (the "Property"), regarding a violation for commercial activity in a residential zoning district in violation of Section 7.12.06(A) (Bay Estates Zoning District) of the Land Development Code, Case Number 18-001067; and

WHEREAS, on August 21, 2018, the Special Magistrate found Respondents in violation of the aforementioned section of the Land Development Code ("City Code"), after a duly noticed quasi-judicial hearing at which testimony and evidence were presented by the parties, and ordered that Respondents come into compliance on or before September 28, 2018; and

WHEREAS, the Respondents admit that the violation continued for 14 days past the compliance date ordered by the Special Magistrate, but has since come into compliance with the City Code; and

WHEREAS, the City and the Respondents desire to enter into this Agreement for the purposes of memorializing the agreement between the parties regarding the fine to be paid by Respondents for 14 days past the compliance date, and further, to memorialize that Respondents were found to be in compliance with City Code on October 15, 2018; and

WHEREAS, Respondents acknowledges that if the violation repeats at any time in the future, the City will resume code enforcement action at the property pursuant to Chapter 162, Florida Statutes.

NOW, THEREFORE, in consideration of the terms and mutual covenants contained herein, the City and the Respondents (collectively, the "Parties") intending to be legally bound, agree as follows:

1. **Recitals.** The above-referenced recitals are true and correct and are hereby incorporated into this Agreement for all purposes.

2. **Terms of Agreement.** In connection with the Parties' mutual execution of this Agreement and the covenants and terms herein, the Parties agree as follows:

- A. The Special Magistrate ordered Respondents to come into compliance with the City Code by ceasing all commercial activity in the residential zoning district by September 28, 2018, via that certain order dated August 22, 2018 in Case Number 18-001067, attached hereto as Exhibit A.
- B. The property remained in violation of section 7.12.06(A), Land Development Code ("LDC") ("Violation"), past the required compliance date, specifically, from September 29, 2018 through October 13, 2018.
- C. The Respondents have ceased the Violation and have brought the property into full compliance with the afore-referenced section of the LDC.
- D. The Respondents agree to pay a fine of \$100.00 per day for the aforementioned fourteen (14) days of noncompliance. The total amount due to the City from Respondents is One-Thousand, Four-Hundred Dollars (\$1,400.00), to be paid in full to the City by October 31, 2018.
- E. Upon payment in full by Respondents, the City shall provide an Affidavit of Compliance to the Respondents.
- F. The Respondents acknowledge and agree that the Property shall be subject to further code enforcement proceedings if the violation is repeated in the future, pursuant to Chapter 162, Florida Statutes, or if payment in full is not made to the City by October 31, 2018, pursuant to Section 2(D) of this Agreement.

3. **Authority.** Each Party represents and warrants, with respect to itself, that the execution and delivery of this Agreement has been authorized by all necessary action of each Party, and that this Agreement constitutes the legal, valid, and binding agreement of each Party, enforceable in accordance with its terms. It is expressly understood and agreed that this Agreement shall not become binding upon the City unless and until the City Council approves this Agreement at a public meeting, as is required by Florida law.

4. **Governing Law; Venue.** This Agreement shall be construed, interpreted, enforced, and governed in accordance with the laws of the State of Florida. Venue for any action arising out of or related to this Agreement shall be in Okaloosa County, Florida.

5. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs, assigns, bankruptcy trustees, representatives, affiliates, officers, directors, partners, members, and joint venturers of the Parties.

6. **Non-Waiver.** Failure by the City or the Respondents to insist upon the strict performance of any of the terms, conditions, or provisions of this Agreement shall not be deemed to

be a waiver of such terms, conditions, and provisions, and the City and the Respondents, notwithstanding such failure, shall have the right hereafter to insist upon the strict performance of any or all such terms and conditions of this Agreement as set forth herein.

7. **Construction; Headings.** The Parties acknowledge that they participated in the negotiation and drafting of the terms of this Agreement and acknowledge that no provision shall be strictly construed against one party or the other based solely on draftsmanship. The Parties have entered into this Agreement without duress, coercion, or under undue influence of any kind, and are motivated by a desire to avoid the costs and time associated with litigation and to arrive at a fair and reasonable agreement with regard to the pending code enforcement matter. The Parties acknowledge that they have been represented by counsel in connection with the negotiation of the terms of this Agreement and that they enter into this Agreement freely and voluntarily, and only after consultation with their respective counsel. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall neither affect the construction or interpretation hereof, nor add or subtract from the meaning of the contents of each section.

8. **Interpretation.** This Agreement shall be read and interpreted in such a manner as to give all provisions their ordinary and customary meaning, and all words, terms, and phrases not otherwise specifically defined by a capitalized term or otherwise shall have the same meaning and interpretation as customarily used among lay persons. The terms "hereby," "hereof," "herein," "hereto," "hereunder," and any similar terms refer to this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used. All words, terms, and phrases specifically defined by a capitalized term shall apply throughout this Agreement in its entirety and not solely to the particular section or paragraph in which the term is used. In construing this Agreement, the singular shall be held to include the plural, the plural shall include the singular, and the use of any gender shall include every other and all genders.

9. **Entire Agreement; Amendments.** This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof. No representations have been made, either express or implied by the Parties, other than those expressly set forth in this Agreement. This Agreement or any part hereof may not be changed, amended, waived, discharged, or terminated except by an instrument in writing, executed by all Parties.

10. **Enforcement; Remedies.** The Parties shall have all equitable and legal remedies available under Florida law to enforce the terms and conditions of this Agreement, and the terms of this Agreement shall be specifically enforceable in court. In the event of any dispute hereunder or any action to interpret or enforce this Agreement, any provision hereof, or any matter arising herefrom, the prevailing party shall be paid by the non-prevailing party the reasonable attorneys' fees and costs incurred in enforcing its rights and remedies, whether incurred at the pre-trial, trial, or appellate levels, including any fees and costs incurred in determining the amount of awardable fees.

11. **Severability.** If any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the Parties contained therein are not materially prejudiced and if the intentions of the Parties can continue to be effectuated. To that end, this Agreement is declared severable.

12. **Disclaimer of Third Party Beneficiaries.** This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue by reason hereof to, or for the benefit of, any third party not a formal party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any other third person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than as expressly stated herein.

13. **Purpose of this Agreement; Not Establishing Precedent.** By entering into this Agreement, the Parties do not admit any liability whatsoever to the other, or to any other person, arising out of any claims asserted, or that could have been asserted, in the code enforcement matter, and expressly deny any and all such liability. The Parties acknowledge and agree that this Agreement is not intended by any Party to be construed, and shall not be construed, as an admission by any Party of any liability or violation of any law, statute, ordinance, regulation, or other legal duty of any nature whatsoever. Rather, this Agreement is for the compromise of potential and disputed claims, involving both fact and law, and the Parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding further litigation and in recognition of the desire for the speedy and reasonable resolution of the Parties' dispute. The acceptance of proposals for purposes of this Agreement is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances.

14. **Attorneys' Fees; Costs.** The Parties expressly agree to bear the fees and costs of their respective counsel, experts, and consultants in the code enforcement matter and in the preparation of this Agreement.

15. **Notices.** All notices and other communications required hereunder shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express, or other nationally recognized overnight commercial delivery service, fees prepaid for next day delivery. Such notices shall be deemed to have been received: (i) upon delivery, if personally delivered; (ii) upon the earlier of actual receipt or the third day after mailing, if mailed by registered or certified United States mail, return receipt requested, postage prepaid; and (iii) upon the earlier of actual receipt or the next business day if sent by Federal Express or other nationally recognized overnight commercial delivery service, if fees are prepaid for next day delivery. The addresses for delivery of such notices shall be as follows:

(a) To Respondents:

Travis and Audrey Shipp
10037 FM 1795
Big Sandy, TX 75755

With a copy to:

Stan Shipp
821 Cross Street
Destin, FL 32541

and

Mary Jane Bass
Beggs & Lane RLLP
501 Commendencia Street
Pensacola, FL 32502

(b) To the City:

City of Destin
c/o City Manager
4200 Indian Bayou Trail
Destin, Florida 32541

With a copy to:

Kimberly Romano Kopp, Esquire
Romano Kopp Law, P.A.
P.O. Box 622562
Oviedo, Florida 32762-2562

or to such other address as any party hereto shall from time to time designate to the other party by notice in writing as herein provided.

16. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the Parties and all of which

shall constitute one and the same agreement. The Parties further agree that each Party shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary, to make this Agreement fully and legally effective, binding, and enforceable as between them and as against third parties.

17. **Effective Date.** This Agreement shall become effective upon the date of execution by the last of the Parties.

18. **Waiver of Jury Trial.** The Parties hereby knowingly, voluntarily, and intentionally waive any right to a jury trial with respect to any claims arising in connection with this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in a manner sufficient to bind them as set forth herein.

Signed, sealed, and delivered before me:

WITNESSES

Staten R. Lottmann
Print Name: Staten R. Lottmann

Audrey Shipp
Mrs. Audrey Shipp

Jaimea Ramos
Print Name: Jaimea Ramos

Date: 10-16-18

STATE OF TEXAS

COUNTY OF Smith

The foregoing instrument was acknowledged before me this 16th day of October 2018, by Audrey Shipp. Said person (check one) is personally known to me or produced as identification.

(Notary Seal)

Printed Name: Terri L. Harvey
Notary Public, State of Texas
Commission No. 371382-3
My commission expires: 12-5-19



WITNESSES

Angie Sowell
Print Name: Angie Sowell
Judy Murray
Print Name: Judy Murray

Travis Shipp
Mr. Travis Shipp
Date: 10-17-18

STATE OF TEXAS

COUNTY OF Lubbock

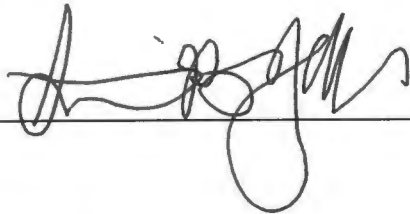
The foregoing instrument was acknowledged before me this 17 day of October 2018, by Travis Shipp. Said person (check one) ☒ is personally known to me or ☐ produced _____ as identification.

(Notary Seal)



Printed Name: Janidell Bryant
Notary Public, State of TEXAS
Commission No. _____
My commission expires: _____

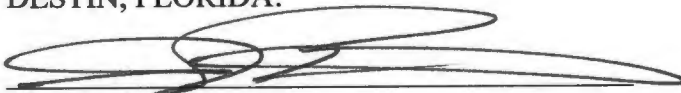
CITY OF DESTIN, FLORIDA

By: _____

Its: Special Magistrate

Date: 10/16/18_____

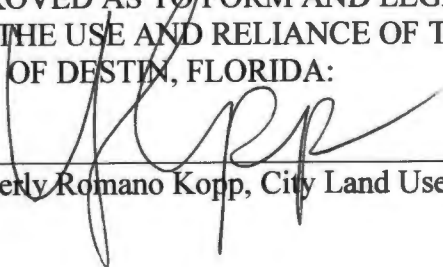
ATTEST, BY THE CLERK OF THE
CITY COUNCIL OF THE CITY OF
DESTIN, FLORIDA:



City Clerk

Rey Bailey

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF DESTIN, FLORIDA:



Kimberly Romano Kopp, City Land Use Attorney

**MINUTES
HARBOR AND WATERWAYS BOARD MEETING
DESTIN CITY HALL 5:00 P.M. – JANUARY 22, 2018**

1. CALL TO ORDER:

Chairman Trammell called the Destin Harbor and Waterways Board meeting to order at approximately 5:05 p.m. on Monday, January 22, 2018 at Destin City Hall.

2. ROLL CALL:

Member Present:

Matt Trammell
Guy Tadlock
Richard Hoey
Mark Meyer
Michael Doughty

Member Absent:

Casey Jones

Staff:

Kim Montgomery, Deputy City Clerk
Kelly Gates, Code Enforcement Officer

3. APPROVAL OF MINUTES: November 27, 2017

On a motion by Board member Tadlock seconded by Board member Hoey; the members voted 5-0 to approve the minutes of the November 27, 2017 meeting as written.

4. NEW BUSINESS:

➤ **APPLICANTS:**

1. **821 Cross Street
Stan Shipp**

Construct 12' x 10' boat ramp and 8' x 41' dock to existing boathouse. Remove existing 4' x 41' dock.

According to Mrs. Gates, the applicant's request meets all the requirements of the City Ordinance and staff has not received any objections, the neighbor has signed the required setback waiver to the project and staff recommends approval.

Boardmember Hoey asked the applicant what is the width of the boathouse noting that the information was cut off of the paperwork they received. According to the applicant, it's between 22 to 24-feet.

Chairman Trammell clarified for the record what all the project will entail and asked the applicant what the 12' x 10' boat ramp would be used for. According to the applicant it would be used for personal use to launch his jet ski and other personal equipment and stipulated that it would not be used for commercial use. The applicant also pointed out that according to the FDEP he had to construct it to 1,000 sq. ft. or less and they only would allow for a 10' x 12' concrete pad.

Boardmember Tadlock asked if there are any restrictions that would prohibit a boat ramp. According to Mrs. Gates, there are not. The Chairman stated that if there is a concern about it being used for commercial they could craft a stated the motion that it can only be used for personal use.

Committee member Tadlock also stated that he is concerned that it's only 5-feet from the adjacent property line and needs assurance that it doesn't violate any subdivision covenants. Mrs. Gates pointed out that the neighbor signed the setback waiver.

Boardmember Hoey asked the applicant if he self-certified his seawall and dock through FDEP. According to the applicant he did. Boardmember Hoey pointed out that through the self-certification process, it's embedded in the application that projects can only be used for personal use and no commercial use is allowed and the applicant would be in violation of his permit and he doesn't feel they need to pursue that concern any further.

Motion by Boardmember Hoey to recommend City Council approve Mr. Shipp's request to Construct 12' x 10' boat ramp and 8' x 41' dock to existing boathouse. Remove existing 4' x 41' dock. Mr. Doughy provided the second to the motion.

In discussion, Board member Tadlock asked Board member Hoey if he would be willing to amend his motion to include that the boat ramp could not be used for commercial use. Chairman Trammell pointed out that since this has already been discussed and as part of Mr. Shipp's permit from the FDEP he doesn't feel there is need to amend the motion. Boardmember Hoey agreed pointing out that the restriction is already imposed at the State level and he doesn't see the need to impose anything further. **A roll call vote of 5-0 was taken the motion passed.**

Boardmember Tadlock spoke of how he feels that there should be a final inspection on waterways projects to ensure that they are not built larger than what was permitted. He feels like this is something that needs attention and stated that he would like this placed on the agenda for further discussion at their next meeting.

The Chairman asked Mrs. Gates if she would ask the Building Official if there is some kind of flag that shows up in the system if a permit has expired and there was never an inspection. Mrs. Gates stated that she would discuss this with the Building Official and provide them with an update at their next meeting.

5. DISCUSSION:

➤ Mark Meyer – Discussion regarding earlier meeting time

Boardmember Meyer proposed changing the meeting time to 4:00 p.m. so that staff would not have to stay later than their normal work hours for the meeting. The Chairman pointed out that he works 7-5 and that would work for him if he is notified enough in advance. However, he stated that he likes the meeting starting at five for the people that work.

According to Boardmember Tadlock, he prefers the current time as it gives people that do work a chance to get to City Hall, especially in the summer months when the traffic is heavy. As well as for the contractors that work later in the summer months because of the extra daylight have a chance to get to the city.

Boardmember Hoey stated that he really doesn't have an issue with the time but feels that they should at least give Boardmember Jones a chance to comment as well since he has a business to run in this city. The Chairman agreed that they could revisit this discussion when everyone is present to be able to comment.

➤ **Mark Meyer – Update on Harbor Flushing Station**

The Chairman briefly discussed what he had heard was happening with the pump and suggested for Boardmember Meyer to speak with Maurice Shackelford about the pump explaining that he was involved in the initial installation and suggested having the mat placed under it to help with the vortices action. According to the Chairman it's his understanding that the Public Services Department is working on a protocol to not let the pump sit idle for an extended time also asked that this item be placed on the next agenda for additional information.

➤ **Matt Trammel – Harbor and Waterway Board Mission**

The Chairman spoke of how they don't want to just be a permit review board to make recommendations to Council either. He spoke of the NPEB funds that are accessed on new structures and how they can make recommendations regarding how those funds should be used and named off a series of projects such as going towards the environmental protection, environmental enhancement, protection of the bayous, reducing adverse impacts to water quality, harbor pump station, harbor cleanup efforts and in their prevue to make those recommendations. He spoke of water quality and how the data that is collected by CBA and even though the numbers are not that bad, what the main causes are for some of the high numbers, find out what the main sources are in order to come up with solutions to solve them, trash in the harbor and how to remedy the problem by identifying the source as well as safety issues and how to remedy the problems.

➤ **Matt Trammel – Potential Waterway Issues and Possible Solutions.**

- **Sewage solutions – High Fecal Chloroform Counts**
- Education/Outreach
- Better Enforcement with stiffer fines
- Increase pump-out facilities for the public
 - More public restrooms closer to the waterways
- Dissolved oxygen – keep the pumping station on
- Nutrients and turbidity – better data for the water quality/additional testing
- Trash – plastic bags, cigarette butts, fish carcasses
 - Stiffer fines, again
 - Additional trash receptacles
 - Education
- Heavy metals, oils, greases
- Safety
 - No Wake Zone enforcement
 - Derelict vessels
 - Mooring issues/Mooring Fields
 - Navigational Issues
 - Realigning the Navigational Channel
 - Increased Law Enforcement/Education
- Waterway Capacity

Boardmember Tadlock suggested a boat slip inventory. According to the Chairman, his company has done that in their Harbor Reconnaissance Study that they were asked to perform. And spoke of congestion and what defines the problem.

Boardmember Hoey spoke of the differences in the idle speed for different types of vessels and feels that the most conflict is people entering the channel.

Chairman spoke of how he is out there every day with the Norriego Point project and stated that all of that will improve once the point is armored and the project is completed and how the channel will be dramatically improved.

There was a brief discussion regarding the fish kill form the recent cold snap.

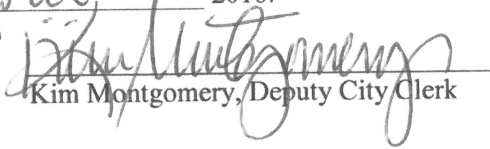
The Chairman asked the members to read their Mission Statement and to come prepared to their next meeting with their ideas on management options.

6. ADJOURN:

With there being no further discussion, the meeting adjourned at 6:55 p.m.

Adopted and approved this 23rd day of April 2018.


Matt Trammell, Chairman


Kim Montgomery, Deputy City Clerk

**MINUTES
HARBOR AND WATERWAYS BOARD MEETING
DESTIN CITY HALL 5:00 P.M. – APRIL 23, 2018**

1. CALL TO ORDER:

Chairman Trammell called the Destin Harbor and Waterways Board meeting to order at approximately 5:05 p.m. on Monday, April 23, 2018 at Destin City Hall.

2. ROLL CALL:

Member Present:

Matt Trammell
Casey Jones
Guy Tadlock
Richard Hoey

Member Absent:

Mark Meyer
Michael Doughty

Staff:

Kim Montgomery, Deputy City Clerk
Kelly Gates, Code Enforcement Officer
Steve Schmidt, Deputy City Manager

3. NOMINATION OF CHAIRMAN & VICE CHAIRMAN

Board member Tadlock made the motion to nominate Matt Trammell as Chairman with Board member Jones providing the second. There was a call for any other nominations, with there being none, the members voted 4-0 for Board member Trammell as Chairman.

Board member Hoey made the motion to nominate Guy Tadlock as Vice Chairman with Board member Jones providing the second. There was a call for any other nominations, with there being none, the members voted 4-0 for Board member Tadlock as Vice Chairman.

4. APPROVAL OF MINUTES: January 22, 2017

On a motion by Board member Tadlock seconded by Board member Hoey; the members voted 4-0 to approve the minutes of the January 22, 2017 meeting as written.

5. NEW BUSINESS:

➤ **APPLICANTS:**

**1. 4113 Indian Trail
Josh Ullrich**

Construct 56' x 4' dock, 14' x 12' terminal platform, 12' x 8' access corner and 32' x 16' covered boat lift.

Mrs. Gates provided the members with a brief explanation of the project and informed them that there were no objections from the adjacent property owners and the project meets the requirements of the Code.

Board member Tadlock spoke of how encourages he is that the project is being proposed for the middle of the property with plenty of setback space on either side. The members also briefly spoke of the survey map and riparian lines.

Motion by Board member Tadlock, seconded by Board member Hoey the members voted 4-0 to recommend City Council approve the request by Josh Ullrich to construct a 56' x 4' dock, 14' x 12' terminal platform, 12' x 8' access corner and 32' x 16' covered boat lift.

**2. 821 Cross Street
Travis Shipp**

Remove existing 4' x 41' dock and replace with 8' x 41' dock to existing boathouse.

According to Mr. Schmidt, the city is requesting the board to rescind their vote from their last meeting for the dock and boat ramp at 821 Cross Street. He provided the members a timeline and of the history that the city has had with the applicant and his property. Additionally, he explained that staff is under the premise that not all the information was available to the Board at their last meeting to fully make a fully informed decision.

Board member Tadlock asked if the Water World address is 821 Cross Street and if the owner is one and the same.

According to Mr. Schmidt, the Water World businesses is being operated out of 821 Cross Street and however the Property Appraiser's information shows that the owner of the address in question is a Mr. Travis Shipp and explained that is one of the issues staff has. Mr. Travis Shipp was the applicant for the FDEP permits for a seawall and boat ramp. However, the City applications were incorrect because they were in the name of Stan Shipp and he is not positive about the relationship but believes Stan is perhaps his son. He explained that the FDEP and City permits while applied for at virtually the same time are substantially different. And the drawings that were presented to them for the permit were somewhat similar in nature. However, when staff went out to the location for an inspection they discovered that the project was substantially different than the board-for-board replacement of a 4-foot dock.

Mr. Schmidt explained the timeline of how the discovery came about by the city from receiving several complaints from neighbors about the commercial use of the property including parking on the street, the apparent distribution of garbage in neighborhood cans, noise of construction of the structure, which demonstrated a violations of our Harbor and Waterways ordinance when the Water World structure was parked on the bayou. He also explained Mr. Shipp being in violation of the livery vessel ordinance by virtue of storing jet skis on the property. As well as the unauthorized use of the premises for disposing off site garbage. Mr. Schmidt asked the board to look at the last two photographs provided to them of a pontoon boat coming in with a rather large load of garbage from the Crab Island business with the other picture clearly showing people off loading the garbage with the use of a large cart on to the new 8-foot wide boardwalk; that was never permitted.

According to Mr. Schmidt, the FDEP self-certification permit in the name of Stan Shipp was for a residential dock and the conditions of that permit clearly states that it is to be used only for recreational, non-commercial activities and emphasized that the **ONLY** on the permit is in capital letters. He spoke of how the definition of *only* is inconsistent with making deliveries, retrieving and storing solid waste, providing apartments for employees, and ferrying them to and from the water borne structure and that the applicant has continued to be in violation of the code for operating a commercial use on a residential property. Mr. Schmidt informed the members that the applicant made it very clear in a city council meeting what his intentions were when he bought the property and there are minutes as well as a video of that City Council meeting in question and based on all the information, it is staff's request is that the Board rescind their recommendation to the City Council for the approval for the dock and the boat ramp.

Mr. Schmidt explained the self-certification for the 8-foot wide dock that was granted by the FDEP and with the permits from the City were January 4, 2018 and January 8, 2018 respectively however, the city's permits differed significantly from what was permitted under self-certification for the dock with the FDEP. Also, there were two applications and two separate permits from FDEP; one for one for the sea wall with returns and the other for a boat ramp which both was submitted approximately the same time as the building permits were submitted to the city and those did not include the returns in the sea wall or the boat ramp. Accordingly, staff issued the Notices of Violations when they went to the address and realized that there was no relationship to the city's permits whatsoever and the work that was done. Additionally, staff discovered the property owner had built a new driveway that significantly exceeded the requirements for a Development Order because the amount of impervious surface that was installed for the long tapered driveway down the side of the house. And explained that a driveway could not exceed 750 square feet without applying for a development order and Mr. Shipp's far exceeded that amount. Therefore, he was cited with another Notice of Violation.

According to Mr. Schmidt, the applicant has admitted that he has been running a business out of the residence at 821 Cross Street and just the week before he applied for a Business Tax Receipt (BTR) where he claimed to have six (6) Jet Ski and six (6) employees, and a hybrid kitchen operation to go with his Water World floating structure; as well as a Pontoon Boat.

Mr. Schmidt directed the members to look at the first picture showing the Water World structure tied up to Mr. Shipp's dock. He explained that the city has had a lot of these type of structures appearing in the local bayous and harbor and how last year staff was directed by Council to start the process of establishing a harbor and waterways ordinance that would not allow floating structures to be anchored, moored, or pulled up to private docks. He further explained that with that process now in place, those types of structures now can only be in the city limits if they are located at a commercial marina. He proceeded to detail a complaint lodged by one of the neighbors who has voiced an objection to the structure being tied up in Marler Bayou as well as reporting being disturbed by apparently there being a lot of pressure washing and noise late at night. And finally, he provided the member with a picture of jet skis being stored on the property and which is not consistent with noncommercial use of residential property and pointed out that the applicant is renting jet skis and storing them on the property when they're not in use. And how he is in violation of the Livery Vessel Ordinance and that the owner of the business is required, per City's Code, to apply for a livery vessel permit.

Board member Tadlock pointed out that it's actually in the minutes of their last meeting where they questioned Mr. Shipp about the boat ramp which he admitted to being an odd request for residential use. As well as voicing concern that it's not to be used for a commercial business and how they amended their motion stipulating that it was not to be used for any commercial activity.

According to Mr. Schmidt, it was permitted as a residential boat ramp so it's not supposed to be used for any commercial activity what-so-ever and how there is a history of the applicant ignoring the city's Code Ordinances and Land Development Code requirements and how difficult it has been to bring him into compliance.

The Chairman asked if the boat ramp has been completely installed. According to Mr. Schmidt, it hasn't been installed in the water but the concrete's been installed to the water's edge. The FDEP permit made clear that the applicant did not meet the requirements of Army Corp of Engineers (ACOE) and he circumvented those requirements by not putting the concrete into the water.

The Chairman spoke of how these kind of circumstances is why he would prefer to have the pre-approvals for projects before they come before this board because FDEP may approve a permit in a

month or two whereas the Army Corps of Engineers (ACOE), especially for the larger commercial project, may take a year or more to approve the permit. And how after a time, the project may have completely changed or been constructed without a city permit. He spoke of how the residential docks are relatively straight forward but if they require both a FDEP and the ACOE permits he would prefer to see those prior to coming to the Harbor Board. According to Mr. Schmidt, staff is actually considering making that change to the policy.

In regards to the project request, Board member Tadlock asked if the seawall or retaining wall, came before them for approval. According to Mr. Schmidt, it did not because it's an upland seawall. Board member Tadlock then asked if there is a parallel dock installed; pointing out that it's looks to be the same level as the new eight foot wide deck. According to Mrs. Gates, it is upland as well and is similar to a deck than a dock because it's not at the water.

Board member Tadlock stated that he thought wetlands weren't supposed to be covered with a dock and are supposed to be at least 4" high and have gaps in between the boards and asked if that was built without a permit as well.

According to Mrs. Gates the deck that he is referring to is landward at the seawall. Mr. Schmidt added that the existing seawall is back a little further away from the water and is not a violation of our Code or FDEP because it's considered an upland wall rather than an actual seawall.

Board member Jones asked if this request was associated with another name and didn't have the commercial business could they recommend approval of the dock itself and it would meet the city's code.

According to Mr. Schmidt, the answer is yes because the dock meets the code but in this particular instance there is a two year history of commercial use for the property. Which is evidenced by the pictures showing the employees rolling carts of garbage across the dock facilitating the property for its commercial use. He pointed out that until that commercial uses ceases and desists the city does not want to encourage that continued use.

The Chairman mentioned that he personally has no problem with the dock as permitted specifically for a residential use however, the concern is it is not being used as it was proposed it would be. He then asked Mr. Shipp to the podium to help them understand his reasoning for what is taking place at his residence.

Mr. Shipp defended himself by saying there is a big bias in the city against most of the vender's at Crab Island; including most of the City Council members. He spoke of how there is commercial activity going on all over Joe's Bayou with fishing boats doing the same thing, leaving out and bringing in supplies for their boats and bringing back trash in from their boats as well. He spoke of how he bought his property with the premises that he could park his bar behind it and how one of the neighbors across the way complained and City Council decided to change the ruling so there couldn't be structures on the water behind houses. He spoke of how there are several structures still behind a lot of people's homes and his means of going to and from work is in his boat and stated its no different than someone going to and from work from in their work truck.

Committee member Tadlock asked if the Pontoon boat in the picture is his. According to Mr. Shipp, yes, he uses his pontoon boat to get to Crab Island. Mr. Shipp pointed out that the bags of trash that was mentioned earlier is not trash from the business, it was the old thatch where they reroofed Water World and brought the old thatch back in garbage bags because he didn't want to pollute the environment by just throwing it in the water.

Chairman Trammell asked if he keeps the Water World vessel stored at his house in the wintertime. Mr. Shipp stated that he kept it anchored in the Sound this past year. The Chairman explained to Mr. Shipp that they are required to uphold the city laws and rules and his request that they reviewed was specifically permitted for residential. He pointed out that none of them had a problem with the dock and there's a reason the city has residential uses in residential areas and commercial uses and commercial areas. He also pointed out that when the city passed the Livery Vessel Ordinance the Board, as a whole, is held to those regulations when making their recommendations to City Council. And finally the Chairman informed Mr. Shipp that it is nothing personal and is not a personal attack on him or his business, but rules are rules and he is sorry if someone told him that he'd be able to do this a commercial activity on Marler Bayou.

Mr. Shipp reiterated that his is really not operating commercially and he is no different than anyone else in this town who owns air conditioning, landscaping or several other companies that park all their vehicles in front of their house, it's no different - - it's no different than fishing charters that park their boats all throughout Joe's Bayou to take people out fishing. He stated that everything is contained inside his property line and currently it's just him, his my wife and sometimes another girl that works for him and his six employees that go to and from Crab Island.

Committee member Jones asked if he planned to park his Water World in the Sound again this coming winter. According to Mr. Shipp, he's not sure where he will put it but it won't be behind his house with all rules and regulations that change all the time.

Board member Hoey pointed out to Mr. Shipp, that the last time he came before them, he specifically asked about the permit from the FDEP and how your answer was that you weren't real positive about the kind of permit it was. He spoke of how both he and Board member Tadlock spoke of how sensitive the issue was in regards to commercial use on any of the waterways that are primarily designed residential and the vast majority are private homes with private docks for single-family type dwellings. Board member Hoey also informed Mr. Shipp how easy it is to look at the permits on the FDEP website and how it specially spells out the certain criteria which everyone that applies for a permit has to comply to and how commercial use of any kind is strictly prohibited and is specifically designed for family use only.

Mr. Shipp answered that most of his family would be in Destin all summer and added that he just applied for an off-site business license and to be able to the operate a business outside the licensees jurisdiction of their neighborhood. He stated that he understood that he was able to gather there and leave his property but he could not cause extra traffic.

Board member Tadlock informed Mr. Shipp that he is very sympathetic to his situation and that he has no objection what-so-ever to the vendors out on Crab Island. However, what he does have a problem with is commercial businesses operating in a single-family neighborhood. He pointed out to Mr. Shipp that he was correct when he said that there is a lot of it going on in Destin however, it is something that the city is trying to correct. He then stated that he was very concerned when the boat ramp issue came before them and how he couldn't understand why anybody wanted to put in a boat ramp in a single family residential place and have a boat dock. He continued it is the very reason why he made he made the condition that there will be no commercial activity. He informed Mr. Shipp that because of this, he is going to have to make the difficult decision to support and recommend that they rescind their previous motion to approve his request. Adding that he wouldn't mind adding a condition if he comes back and provides proof at some point that he is not operating a commercial activity from his residence then, he would be willing to review it again. He then suggested to Mr. Shipp to go to one of the commercial docks or commercial marinas to store his business. According to Mr. Shipp he has tried that and there's nothing available.

Mr. Shipp then spoke to the Board that he prays that they approve his request and that his boat is only for transportation to work and there is there's no money that changes hands and he does not have any transactions of any kind at his residence.

There was a brief discussion about an emergency plan if there was a hurricane coming if he had a plan in place to evacuate the business. According to Mr. Shipp, he did bring it in at one time to Marler Bayou and spoke of how he got a hold of the sheriff and told him that it'd be out of here soon as storm is over with.

The Chairman spoke of how he believes this board and the city would like to see more these activities go to commercial facilities to be stored because they're able to better withstand the forces of storms. He named off several that are available in the area and spoke of how the vendors on Destin harbor are required to be able to pull out within a matter of hours and how there needs to be that same sort of response for water borne vendors.

Board member Hoey asked for clarification on what constitutes commercial operation on a private dock.

According to Mr. Schmidt, the off-site business affidavit defines businesses as the sole proprietorship whose primary physical operations as distinguished from purely managerial activities that occur in a location other than the site of its permanent listed address and that such address shall be allowed to serve as the address of convenience for licensing purposes and for private management of business matters. Additionally, the business shall involve on-premises storage, no signs relating to the business activity, and the business shall create no parking.

Board member Tadlock made the recommended motion to not approve the permit request and rescind their recommendation for the boat dock at 821 Cross Street. Additionally, the applicant can come back at a later date and satisfy the city's requirements that there is not a commercial activity going on at the property it can be reconsidered by this board.

The Chairman reiterated that it is understood, that the motion on the floor is to rescind their previous recommendation and not approve the current permit that is before them. He then asked why they are being asked to approve the removal of the existing 4' x 41' dock and replace with the 8' x 40' dock when it's already been approved and constructed.

Mr. Schmidt clarified for the members that they are recommending that the Board rescind their prior vote and not recommend that City Council approve Mr. Shipp's request to Construct 12' x 10' boat ramp and 8' x 41' dock to existing boathouse and remove existing 4' x 41' dock.

The Chairman provided the second to the motion and informed Mr. Shipp that he agrees with Board member Tadlock and that it is nothing personal against him or his business and if they are provided sufficient evidence and he can come into compliance on all of the past issues and get squared away in the future.

Board member Tadlock pointed out to Mr. Shipp that it's obvious that he's spent a lot of money towards his business and suggested that he try to make provisions to leave from some place that is conducive to commercial operations and not his residence. **The motion passed with a 4-0 vote.**

6. OLD BUSINESS:

➤ **Water Quality & Concerns**

The Chairman spoke of the homework assignments that they discussed at their last meeting to come back with better solutions to the current issues such as:

- Sewage
- Pollution
- Dissolved oxygen concerns
- Better education & outreach
 - Better enforcement
 - Stiffer fines

Ways to improve the health of the waterways with:

- Pump out facilities made available to the public
- Public restroom facilities
- Dedicated funding source for the pump station
 - Address nutrients or turbidity issues

Recommendations or solutions:

- Improved storm water treatment
- Reduce direct outfalls regulations on fertilizer for upland properties
- Trash
- Navigation concerns
- Address derelict vessels
- Safety - no wake
- Additional funding for more law enforcement on the waterways
- Increased education from boat rental companies to their customers

He then spoke of the Destin Waterways Management options that Taylor Engineering presented to Council in February on how to manage, enhance, and sustain Destin Harbor for its unique regional resource that it is so we did a good bit of research ourselves looking at three top criteria:

- Public Safety
- Health
- Welfare
 1. Economic Development
 2. Coastal Resource Sustainability
 3. Resiliency

He spoke of a report that was forwarded to them by Mrs. Gates identifying with options/objectives for the city:

- Review City of Destin Code of Ordinances
 - Livery vessel ordinance we have the
 - Harbor & Waterways Ordinance
- Grant funding for Harbor and Waterways
 - Establishing Mooring Field for management
 - Harbor Master Plan for the harbor option 3 was actually develop a vision and management or master plan for the harbor if we don't have a vision of where we want to go it's going to be difficult to identify some tasks it is there this is a
- Harbor Channel Realignment
- Creating a Mooring Field

- Provide some regulatory control by creating a Destin Harbor Waterways Special District
- State Port Designation

Board member Tadlock spoke of the problems that he has encountered where contractors will pull permits for a board-for-board construction and end up pulling out the entire dock and replacing it with an entirely different structure. He inquired about the inspection process and stated that he feels the harbor construction doesn't get inspected like they should and would like to discuss ways to improve on that process.

Board member Jones spoke of how in his business he deals with and sees a lot of trash and runoff that goes into the harbor and would like to address those issues at an upcoming meeting.

7. ADJOURN:

With there being no further discussion, the meeting adjourned at 7:05 p.m.

Adopted and approved this _____ day of _____ 2018.

Matt Trammell, Chairman

Kim Montgomery, Deputy City Clerk

**MINUTES
HARBOR AND WATERWAYS BOARD MEETING
DESTIN CITY HALL 5:00 P.M. – NOVEMBER 26, 2018**

1. CALL TO ORDER:

Chairman Trammell called the Destin Harbor and Waterways Board meeting to order at approximately 5:00 p.m. on Monday, November 26, 2018 at Destin City Hall.

2. ROLL CALL:

Member Present:

Matt Trammell
Casey Jones
Guy Tadlock
Richard Hoey
Mark Meyer
Jim Green
Bill McKissick

Staff:

Kim Montgomery, Deputy City Clerk
Dawn McDonald, Planner
Kyle Bauman, City Attorney Associate

3. APPROVAL OF MINUTES:

➤ **October 29, 2018**

Board member Tadlock motioned to approval of the October 29th as written with Board member Jones providing the second; the motion passes with a 7-0 vote.

4. PUBLIC COMMENT:

The Chairman asked the audience for any public comment. No one came forward to speak.

5. OLD BUSINESS:

➤ **821 Cross Street – Stan Shipp, owner – Richard Shermann, Authorized Representative**

Ms. McDonald informed the members that this is an after-the-fact permit approval process and added that the applicant is not present because staff is requesting that this be continued to the next meeting. She also informed the board that there are citizens present that would like to make comment on this request.

Mr. Mike Buckingham – 510 Calhoun Avenue asked the members to extend this request for an additional 30-days as he has not had enough time to review the applicants project.

Mr. Rick Moore – 425 Calhoun Avenue stated that he is concerned about the boat ramp part of the request and asked about the notification process in regards to neighboring homes in the general vicinity of the property. According to Ms. McDonald; staff is only required to notify the adjacent property owners on either side of the property.

The Chairman spoke of being concerned regarding compliance issues associated with this address and asked if staff would be prepared to address those concerns if it's brought back in January. According to the City Attorney, there will be an investigation to ensure that the property is in compliance with the Codes and he feels that bringing back to the January meeting is necessary to gather all the facts.

On a motion by Board member Hoey, seconded by Board member Myer; the members voted 6-0 to table hearing the request at 821 Cross Street/Stam Shipp until such time that they can determine specifics on this particular case.

6. NEW BUSINESS:

- A. 288D Harbor Blvd., Claude Perry Enterprises, LLC. Property Owner; Duncan Greer, Taylor Engineering, Authorized Agent. The request, located at 288D Harbor Blvd. by Claude Perry Enterprises, LLC. to reconfigure the existing marina from 10 slips to 16 slips; which includes the construction of one (1) 29' x 20' marginal dock, one (1) 20' x 10' dock, one (1) 150' X 6' access pier; and (1) 47' X 6' terminal platform. The existing fixed timber dock area is 2,539 sq. ft., with 906 sq. ft. to be demolished and 1,108 sq. ft. of new fixed timber dock area to be constructed on the site. Total project footprint is proposed at ±3,647 square feet**

Ms. McDonald explained to the members that this request is a commercial proposal to reconfigure an existing marina on Destin Harbor and briefly provided the details of the construction and that it meets the requirements of 11.05.09 (B) of the Marina Siting Code.

Chairman Trammell clarified for the members of the Board that the applicant qualifies for the exemptions that are in the Code since he meets the required criteria by providing a water taxi slip, slips for fare carrying vessels, as well as providing public access slips. He pointed out that his project also meets the minimum 200-foot off shore of the existing bulkhead and mean high waterline, and the offset of the navigational channel requirements.

The City Attorney informed the members that this request is Quasi-Judicial in nature and asked the Deputy to swear in all witnesses that will be providing testimony if necessary.

The following people were sworn in to provide testimony:

Mr. Duncan Greer – Taylor Engineering and Authorized Agent

Mr. Greer pointed out that the primary focus for both properties is the public benefit that the public slips will provide for temporary or transient public mooring. He explained in regards to the percentages of benefits; in the code, there is a minimum of 10% public-fare carrying which would be three slips and Mr. Perry is providing seven; a minimum 10% is transient and 50% of those are public; as well as the requirement for a water taxi. He explained further that they have an existing parasail slip and an addition of one transient public mooring slip and a total addition of at least five (5) commercial slips for rentals; which adds up to a total of 25% transient/public slips which are 100% public and that any of those slips at any time can be used for water taxis.

The Chairman asked Mr. Greer to explain how the State defines transient slips. According to Mr. Greer, the state defines transient slips as a place where mooring can occur for a temporary period and specifically not overnight or permanent mooring.

The Chairman mentioned that in order for Mr. Perry to meet the Code, he would have to rent a slip to another parasail type business. However, he is proposing to have three (3) additional public slips. And asked the Board if they would like to recommend that he go with what they're proposing to give more benefit to the public or stick with the Code. Reminding that Mr. Perry would need to have two parasail boats in two of the slips.

The City Attorney advised they should let the City Council know their thoughts on whether they want public fare carrying vessel slips to be included or not. Also, he would make sure Council is aware of their wishes since this request has to be conducted as another QJ at their level.

The Chairman asked Ms. McDonald is it staff's opinion that the request meets the requirements of the Code. There was a lengthy discussion regarding the requirements of fare carrying vessels and the requirements of the State and the city. Mr. Greer pointed out that they meet all of the regulatory requirements of the permits issued by State. Ms. McDonald stated that the Code is confusing at best and referred to the City Attorney for guidance.

The City Attorney, explained the #5 exception talks about a minimum of 10% of slips set aside for fare carrying boats, which can be a number of things i.e. a water taxi, a parasail boat, or a charter boat. However, at the end of the paragraph, it states, "A loading and unloading area or slip must be reserved by use of a water taxi and this area of the slip must be clearly marked by a sign saying it is reserved for a water taxi. Pointing out that makes it seem as if you also need a slip for water taxi but that could be included in fare carrying vessel requirement.

Mr. Greer informed the members that they will have "Water Taxi Pickup" or "Loading Area" signage within the four designated transient slips.

Board member Jones asked if there would be a pump out station provided for the public. According to Mr. Greer, because of the size of the vessels for these types of slips; which are 25-foot vessels; a pump out is not necessarily needed and not their intention at this time. The Chairman clarified that restroom facilities are available upland.

Motion by Board member Green, seconded by Board member Tadlock; the Board voted 6-0 to recommend City Council approve the request at 288D Harbor Blvd. by Claude Perry Enterprises, LLC. to reconfigure the existing marina from 10 slips to 16 slips; which includes the construction of one (1) 29' x 20' marginal dock, one (1) 20' x 10' dock, one (1) 150' X 6' access pier; and (1) 47' X 6' terminal platform. The existing fixed timber dock area is 2,539 sq. ft., with 906 sq. ft. to be demolished and 1,108 sq. ft. of new fixed timber dock area to be constructed on the site. Total project footprint is proposed at ±3,647 square feet. Chairman Trammell recused himself from voting.

B. 302 Harbor Blvd., Claude Perry Enterprises, LLC. Property Owner; Duncan Greer, Taylor Engineering, Authorized Agent to improve public slips available in the harbor by reconfiguring the existing marina in Destin Harbor from 12 slips to 25 slips. The project includes construction of (1) 1,302-sq.-ft., L-shaped pier (147') with (4) four finger piers; (1) 942-sq.-ft. T-shaped pier (129'); and (1) 915-sq.ft. board walk surrounding an existing concrete pier. Total project footprint is proposed at ±6,059 square feet.

The City Attorney informed the members that this request is also Quasi-Judicial in nature.

Ms. McDonald explained the request and stated the following have been obtained

- Submerged land lease is in place
- Approval from the ACOE – stating the length of the dock and pilings will not create a risk to navigation
- Only applies to properties with non-residential uses or commercial uses
- The length of the requested dock meets the code
- The riparian set back of 25-feet has been met
- No objection from adjacent property owners have been expressed

Mr. Greer explained that the same conditions exist as on the previous property. He explained that this property has a zero net increase on the existing commercial slips and is all additional public slips are transient and there is one specifically called out for a water taxi slip. He explained in the breakdown, 70% of the slips in this request are transient/public slips. He also explained that there is a slip on the far eastern side, number 25 that is specifically for fare carrying vessel

Board member Jones asked if there would be a pump out station provided for the public for this request. According to Mr. Greer, the same answer for this request applies because of the size of the vessels for these types of slips; which are 25-foot vessel; a pump out is not necessarily needed and not the intention at this time. The Chairman clarified that restroom facilities are available upland. Board member Jones then asked if the applicant plans to fill the slips with pontoon boats. According to Mr. Perry, they have the exact number of pontoon boats now as they did 5-years ago and do not intend to change that number.

Board member Meyers asked Mr. Perry who is in slip #25. According to Mr. Perry, the lease holder is the Tiki. Mr. Perry also pointed out that the water taxi's never tie up in the slips. All they do is come in, drop the people off; pick people up and leave again.

Both the Chairman and Board member Jones thanked Mr. Perry for his project exclaiming it will be a huge benefit to the harbor

Motion by Board member Green, seconded by Board member Tadlock; the Board voted 6-0 to recommend City Council approve the request as designed to improve public slips available in the harbor by reconfiguring the existing marina in Destin Harbor from 12 slips to 25 slips. The project includes construction of (1) 1,302-sq.-ft., L-shaped pier (147') with (4) four finger piers; (1) 942-sq.-ft. T-shaped pier (129'); and (1) 915-sq.ft. board walk surrounding an existing concrete pier. Total project footprint is proposed at ±6,059 square feet. Chairman Trammell recused himself from voting due to the conflict that his company he works for was the engineering firm for the project.

7. Discussion/Board member Reports:

➤ Harbor Master and/or Assistant

According to Ms. McDonald, this was a late item added to the agenda by request of Board member Meyer.

According to Mr. Meyer, he feels this is important and a need for the harbor. He suggested having a volunteer Harbor Master. That way there wouldn't be struggle to burden the city with an additional paid position. He also suggested that this board could help oversee the position and asked the City Attorney if that could be a possibility. He spoke of needing an older person with the experience and possibly someone younger to do all the leg work; and suggested having the people willing to volunteer to come before this board first for an informal interview process before going forward.

In discussions, Board member Hoey asked what kind of work he expected them to do. According to Board member Myers, it would be anything that is needed in the Harbor outside of Law Enforcement. He spoke of having someone who is down there during the day that can help keep an eye on everything and report to the city any issues that need to be taken care of that could potentially go on for some time, if not reported.

The Chairman spoke of Ms. McDonald's suggestion of having a volunteer to go out and take water samples in areas of the harbor as well as possibly someone from Code Enforcement that would be able to go to the different projects that are being built on the harbor to inspect them to ensure that they are being built to the specifications of the permit that was issued. He spoke of how a few months back, he presented issues of concern to Council that this Board feels needs to be addressed. He also reminded them that they are required to make their yearly report to Council in March and how that report allows Council time to work into the budget anything that they want to fund. Pointing out that they can't just go to Council and ask them to hire a Harbor Master but they can work on a job description for one.

Board member Hoey spoke of how he feels that the NPEB funds should be dedicated to hiring someone that can focus on water quality issues, Code Enforcement issues, pump-outs, derelict vessels issues, etc. in the harbor.

➤ **Harbor Pump Operation**

Ms. McDonald explained that she spoke with Mr. Pietenpol, the Interim Public Services Director and he informed her that currently the pump is not in operation at this time. The Chairman asked Board member Tadlock to keep in touch with Mr. Pietenpol about the pump not being in operation and mentioned how the last time it was off for an extended period of time and it didn't turn back on when they needed it to. He feels that it should be turned on at least once a month to ensure that it doesn't seize up.

Board member Tadlock spoke of how the last city engineer was investigating options for the pump such as gearing it down to not pump out so much volumes of water but allowing it to run for longer periods of time.

The members discussed the importance of keeping the harbor water healthy especially in the eastern end near Sandpiper Cove as well as options to keep the pump properly maintained so that it will stay running smoothly and reducing cavitation; which causes damage to the pump. The chairman pointed out that if the harbor could ever get dredged and have 40-50k yards of sand removed, it would allow for about 5% more flushing capacity on a daily basis in the harbor.

➤ **Board member Comments/Concerns**

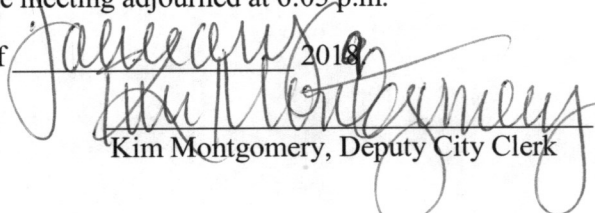
- Board member Green spoke of how he appreciates being welcomed to the Board and looks forward to helping out in the future.
- Board member Tadlock asked if they might have a chance to look at the Marina Siting Code to provide some insight into it. According to the City Attorney he will speak with the Land Use Attorney and most likely will be brought before them next year.
- Board member McKissick thanked the opportunity to serve on the Board as well and spoke of how Mr. Perry's project will open up a lot of opportunities for people to be able to get to the restaurants by boat.
- The Chairman asked Ms. McDonald to email them all the presentation he presented to Council that he spoke of earlier as well as asked the members to think about harbor problems and solutions to discuss prior to the March timeline. He also mentioned setting the next meeting date.

Motion by Board member Green, seconded by Board member Jones, the member voted 7-0 to set the next meeting date to January 28, 2019.

With there being no further discussion, the meeting adjourned at 6:05 p.m.

Adopted and approved this 20th day of January, 2019.


Matt Trammell, Chairman


Kim Montgomery, Deputy City Clerk

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME - FIRST NAME - MIDDLE NAME <i>Thomas H. Galt</i>		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>Harbor & Waterways Board</i>	
MAILING ADDRESS <i>735 Plant Dr</i>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
CITY <i>Destin FL</i>	COUNTY <i>32541</i>	NAME OF POLITICAL SUBDIVISION <i>City of Destin</i>	
DATE ON WHICH VOTE OCCURRED <i>11/26/10</i>		MY POSITION IS: ☐ ELECTIVE ☒ APPOINTEE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Matthew Truett, hereby disclose that on Nov 26, 20 18:

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☒ inured to the special gain or loss of my business associate, _____;
- ☐ inured to the special gain or loss of my relative, _____;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☒ inured to the special gain or loss of Taylor Givens, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

11/26/18
Date Filed

[Signature]
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Thimmeli</i>		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>Verde & Waterways Board</i>	
MAILING ADDRESS <i>735 Plant Dr</i>		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY <i>Deer FL 32541</i>	COUNTY	☒ CITY	☐ COUNTY ☐ OTHER LOCAL AGENCY
DATE ON WHICH VOTE OCCURRED <i>11/26/2018</i>		NAME OF POLITICAL SUBDIVISION <i>City of Deer</i>	
		MY POSITION IS: ☐ ELECTIVE ☒ APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

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For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

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APPOINTED OFFICERS (continued)

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DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Althea Tamm, hereby disclose that on Nov 26, 20 18:

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____;
- ☐ inured to the special gain or loss of my relative, _____;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☒ inured to the special gain or loss of Taylor Agency, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

11/26/18
Date Filed

Althea Tamm
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

LETTER OF CONCURRENCE FOR SETBACK WAIVER

TO: _____ (owner/applicant)

_____ (address of project)

File No.: _____

FROM: _____ (adjacent property owner)

Section 18-21.004(3)(d), Florida Administrative Code, provides:

Except as provided herein, all structures, including mooring pilings, breakwaters, jetties and groins, and activities must be set back a minimum of 25 feet inside the applicant's riparian rights lines. Marginal docks, however, must be set back a minimum of 10 feet. Exceptions to the setbacks are: private residential single-family docks or piers associated with a parcel that has a shoreline frontage of less than 65 feet, where portions of such structures are located between riparian lines less than 65 feet apart, or where such structure is shared by two adjacent single-family parcels; utility lines; bulkheads, seawalls, riprap or similar shoreline protection structures located along the shoreline; structures and activities previously authorized by the Board; structures and activities built or occurring prior to any requirement for Board authorization; **when a letter of concurrence is obtained from the affected adjacent upland riparian owner;** or when the Board determines that locating any portion of the structure or activity within the setback area is necessary to avoid or minimize adverse impacts to natural resources.

I hereby state that I am the owner of the adjacent upland riparian property located to the (north / south / east / west) of the facility or activity proposed to be constructed or conducted by _____ (the applicant), as shown in the above referenced file (and on the attached drawing). **I understand that the subject project will be located entirely within the applicant's riparian rights area, and I do not object to the proposed structure or activity being located within the area required as a setback distance from the common riparian rights line, as required by Chapter 18-21.004(3)(d), F.A.C.** This file shows the structure will be located entirely within the applicant's riparian rights area and within _____ feet of the common riparian rights line between our parcels.

(Original signature of adjacent owner)

(Date signed)

(Printed name of adjacent owner)

This form is not adopted by rule; therefore, any letter of concurrence of similar content may be accepted.

(1/30/03)

LETTER OF CONCURRENCE FOR SETBACK WAIVER

PAGE 2 – DRAWING, SKETCH, OR SURVEY OF PROPOSED DOCK LOCATION

INSERT DRAWING HERE

Drawing should show the distance of the structure or activities
from the riparian rights lines.

_____ (Initials of adjacent owner)

_____ (Date)

**COMMUNITY DEVELOPMENT DEPARTMENT****AGENDA ITEM****HARBOR & WATERWAYS BOARD MEETING DATE:** August 26, 2019**TYPE OF AGENDA ITEM:** Discussion Item

TO: Harbor & Waterways Board Members

THRU: Community Development Director, Louis Zunguze
City Attorney, Kyle Bauman
City Land Use Attorney, Kimberly Kopp
Principal Planner, Lauren Witt

FROM: Planner, Dawn McDonald

DATE: August 19, 2019

SUBJECT: Recommended Changes to Article 11.05.00. Marina Siting., Land Development Code.

BACKGROUND: Harbor & Waterways Board Member Richard Hoey has requested a discussion of Article 11.05.00., Marina Siting., of the Land Development Code with the Board. Article 11.05.00, is the existing policy language that frames the review of marine construction projects by the Board and City staff.

PURPOSE: Currently, City staff does not submit a Harbor Board Application for a proposed marine construction project unless the project meets City Code requirements. However, Mr. Hoey states that he would like to ensure that the Code properly regulates the siting of marine construction projects. According to Mr. Hoey, the Code should provide adequate guidance to the Board to assist it in properly implementing City standards.

DISCUSSION: Mr. Hoey reviewed Article 11.05.00. Marina Siting, of the Land Development Code, and presents several recommendations to the Board for discussion:

- Revise Article 11.05.01.B., LDC, to include boat lifts as marine construction projects to be reviewed by the Harbor & Waterways Board if the boat lift includes additional structures, such as platforms, cat walks, and roofs.
- Modify Article 11.05.01.S., LDC, to require that no docks or dock additions be placed within the 25-foot setback of a riparian line without the applicant providing a letter of concurrence from the affected adjacent upland riparian owner to the City.
- Clarifies the standards of Article 11.05.10., requiring damaged facilities to be rebuilt in the same “location” and includes a reference to Article 11.05.01.S., LDC, that removes 25-foot setback requirements for rebuilding and replacing a dock or dock addition in the existing footprint.

Recommended Changes to City Code
11.05.00 Marina Siting
Changes or Additions are underlined

11.05.01B The addition or modification of a boat lift or pilings within an existing legal and conforming boat slip shall not require the review of the Harbor and Waterways Board or the City Council provided the conditions of paragraph 11:05:01 S are complied with and the boat lift does not include additional structures, such as platforms, cat walks, roofs, and no additional slips are created. Rather, a copy of the US. Army Corps of Engineers permit, DEP permit, and homeowner's association approval (if applicable) shall accompany a completed application for a building permit. Discussion: The DEP will issue qualifying paperwork/waiver of permitting under the Self-Certification process for a request to modify a dock with a new boat lift. In the first few lines of the Self Certification paperwork is a reference to Florida Administrative Code 62-330. Part of this code is Code 62-330.051 which is titled "Exempt Activities". 62-330.051(5)(h) reads "The installation of a pile-supported boat lift within an existing mooring area at a docking facility that is legally in existence." Does the applicant that provides the Self Certification paperwork for a boat lift only (i.e. does not provide DEP and Corp permits for the original dock) qualify to bypass Harbor and Waterways Board review and the City Council review/approval? By allowing this new construction to bypass the Harbor Board and City Council are we neglecting our responsibility to protect the riparian rights of the adjacent property owner if accepted setbacks are not provided. The addition of requiring compliance with 11:05:01 S would provide this oversight and allow the applicant to bypass the Harbor Board and City Council. If unable to comply with the setback requirements and a letter of concurrence is not provided then a trip before the Harbor Board and City Council would be required.

11:05.01 S. No new dock, addition to an existing dock, or vessel shall be placed within the 25-foot (10 feet for marginal docks) setback of a riparian line without providing to the city a letter of concurrence from the affected adjacent upland riparian owner. Any objections received from the adjoining property owners will be considered by the Harbor and Waterways Board in the recommendations to the City Council.

Discussion: This change adds the states set back requirement for Marginal Docks which are common in the canals on Holiday Island. It also replaces property lines with Riparian lines. As written in Florida State Sovereignty Submerged Lands Management 18-21.004(3)(d) Riparian Rights (following paragraph) the State has many exceptions to these set back rules. Among them is a "Letter of Concurrence" which allows the two riparian owners to agree on the mutual riparian line and acceptable set back.

Florida State Sovereignty Submerged Lands Management 18-21.004(3) Riparian Rights paragraph (d). Except as provided herein, all structures, including mooring pilings, breakwaters, jetties and groins, and activities must set back a minimum of 25 feet inside the applicant's riparian rights lines. Marginal docks, however, must be set back a minimum of 10 feet. Exceptions to the set backs are: private residential single-family docks or piers associated with a parcel that has a shoreline frontage of less than 65 feet, where portions of such structures are located between riparian lines less than 65 feet apart, or where such structure is shared by two adjacent single-family parcels; utility lines; bulkheads, seawalls, riprap or similar shoreline protection structures located along the shoreline; structures and activities previously authorized by the Board; structures and activities built or occurring prior to any requirement for Board authorization; WHEN A LETTER OF CONCURRENCE IS OBTAINED FROM THE AFFECTED ADJACENT UPLAND RIPARIAN OWNER; when the Board determines that locating any

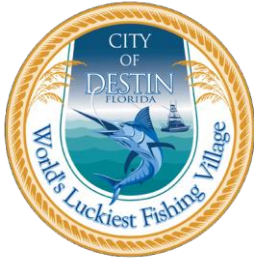
portion of the structure or activity within the setback area is necessary to avoid or minimize adverse impacts to natural resources; or when the Board determines that the activities are in the public interest.

11.05.10. Reconstruction of existing facilities. For existing facilities which are damaged by accidents, vandalism, ordinary wear and tear or act of God, the provisions of paragraphs f, g, m, n, and s of Section 11.05.01 shall not be applicable to reconstruction so long as the damaged facilities are reconstructed in the same location and same or lesser dimensions and so long as the construction permit is applied for from the City within six months of the sustaining damage.

Discussion: The “S” paragraph is added to remove setback requirements.

403.813 Permits issued at district centers; exceptions.— (d) The replacement or repair of existing docks and piers, except that fill material may not be used and the replacement or repaired dock or pier must be in the SAME LOCATION and of the same configuration and dimensions as the dock or pier being replaced or repaired. This does not preclude the use of different construction materials or minor deviations to allow upgrades to current structural and design standards.

A DEP rebuild permit for a pre-existing dock effectively removes setback requirements by requiring it be rebuilt in the exact same location.



COMMUNITY DEVELOPMENT DEPARTMENT

AGENDA ITEM

HARBOR & WATERWAYS BOARD MEETING DATE: August 26, 2019**TYPE OF AGENDA ITEM:** Discussion Item

TO: Harbor & Waterways Board Members

THRU: Community Development Director, Louis Zunguze
City Attorney, Kyle Bauman
City Land Use Attorney, Kimberly Kopp
Principal Planner, Lauren Witt

FROM: Planner, Dawn McDonald

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PURPOSE: Currently, City staff does not submit a Harbor Board Application for a proposed marine construction project unless the project meets City Code requirements. However, Mr. Hoey states that he would like to ensure that the Code properly regulates the siting of marine construction projects. According to Mr. Hoey, the Code should provide adequate guidance to the Board to assist it in properly implementing City standards.

DISCUSSION: Mr. Hoey reviewed Article 11.05.00. Marina Siting, of the Land Development Code, and presents several recommendations to the Board for discussion:

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- Modify Article 11.05.01.S., LDC, to require that no docks or dock additions be placed within the 25-foot setback of a riparian line without the applicant providing a letter of concurrence from the affected adjacent upland riparian owner to the City.
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Recommended Changes to City Code
11.05.00 Marina Siting
Changes or Additions are underlined

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Discussion: This change adds the states set back requirement for Marginal Docks which are common in the canals on Holiday Island. It also replaces property lines with Riparian lines. As written in Florida State Sovereignty Submerged Lands Management 18-21.004(3)(d) Riparian Rights (following paragraph) the State has many exceptions to these set back rules. Among them is a "Letter of Concurrence" which allows the two riparian owners to agree on the mutual riparian line and acceptable set back.

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portion of the structure or activity within the setback area is necessary to avoid or minimize adverse impacts to natural resources; or when the Board determines that the activities are in the public interest.

11.05.10. Reconstruction of existing facilities. For existing facilities which are damaged by accidents, vandalism, ordinary wear and tear or act of God, the provisions of paragraphs f, g, m, n, and s of Section 11.05.01 shall not be applicable to reconstruction so long as the damaged facilities are reconstructed in the same location and same or lesser dimensions and so long as the construction permit is applied for from the City within six months of the sustaining damage.

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403.813 Permits issued at district centers; exceptions.— (d) The replacement or repair of existing docks and piers, except that fill material may not be used and the replacement or repaired dock or pier must be in the SAME LOCATION and of the same configuration and dimensions as the dock or pier being replaced or repaired. This does not preclude the use of different construction materials or minor deviations to allow upgrades to current structural and design standards.

A DEP rebuild permit for a pre-existing dock effectively removes setback requirements by requiring it be rebuilt in the exact same location.

Recommended Changes to City Code

11.05.00 Marina Siting

Changes or Additions are in Caps

11.05.01. General regulations; prohibitions. This article establishes and regulates procedures and standards by which the City control and regulates development, construction and activities within and contiguous to the Harbor and waterways of Destin. The following regulation and prohibitions shall apply to the Harbor and waterways of Destin (NOTE 11.05.09 FOR EXCEPTIONS).

Directs reader to exceptions paragraph to avoid confusion.

11.05.01 B The addition or modification of a boat lift or pilings within an existing legal and conforming boat slip shall not require the review of the Harbor and Waterways Board or the City Council. Rather, a copy of the US. Army Corps of Engineers permit, DEP permit, and homeowner's associations approval(if applicable) FOR THE LEGALLY PRE EXISTING DOCK shall accompany a completed application for a building permit, provided THE BOAT LIFT DOES NOT INCLUDE ADDITIONAL STRUCTURES, SUCH AS PLATFORMS, CAT WALKS, ROOFS, and no additional slips are created.

Discussion: The DEP will issue qualifying paperwork/waiver of permitting under the Self-Certification process for a request to modify a dock with a new boat lift. In the first few lines of the Self Certification paperwork is a reference to Florida Administrative Code 62-330. Part of this code is Code 62-330.051 which is titled "Exempt Activities". 62-330.051(5)(h) reads "The installation of a pile-supported boat lift within and existing mooring area at a docking facility that is legally in existence."

Question: Does the applicant that provides the Self Certification paperwork for a boat lift only (i.e. does not provide DEP and Corp permits for the original dock) qualify to bypass Harbor and Waterways Board review and the City Council review/approval?

11:05.01 S. No NEW DOCK OR ADDITION TO AN EXISTING DOCK WILL BE CONSTRUCTED or Vessel placed within the 25-foot (10 FEET FOR MARGINAL DOCKS) setback of THE RIPARIAN lines without PROVIDING TO THE CITY A LETTER OF CONCURRRECE FROM THE AFFECTED ADJACENT UPLAND RIPARIAN OWNER. Any objections received from the adjoining property owners will be considered by the Harbor and Waterways Board in the recommendations to the City Council.

Discussion: This change adds the states set back requirement for Marginal Docks which are common in the canals on Holiday Island. It also replaces property lines with Riparian lines. Riparian lines are drawn starting at the point where the property line intersects the high tide line and then extend into the water. As such they are completely under the jurisdiction of the State. As written in Florida State Sovereignty

Submerged Lands Management 18-21.004(3) Riparian Rights paragraph (d) the State has many exceptions to these set back rules. Among them is a "Letter of Concurrence" which allows the two riparian owners to agree on the mutual Riparian line and acceptable set back. Under the normal DEP filing process this form is required for permitting. Under the Self Certification process this form is not required but may be filed with the state and used by the city to validate the state allowed setback.

Florida State Sovereignty Submerged Lands Management 18-21.004(3) Riparian Rights paragraph (d). Except as provided herein, all structures, including mooring pilings, breakwaters, jetties and groins, and activities must set back a minimum of 25 feet inside the applicant's riparian rights lines. Marginal docks, however, must be set back a minimum of 10 feet. Exceptions to the set backs are: private residential single-family docks or piers associated with a parcel that has a shoreline frontage of less than 65 feet, where portions of such structures are located between riparian lines less than 65 feet apart, or where such structure is shared by two adjacent single-family parcels; utility lines; bulkheads, seawalls, riprap or similar shoreline protection structures located along the shoreline; structures and activities previously authorized by the Board; structures and activities built or occurring prior to any requirement for Board authorization; WHEN A LETTER OF CONCURRENCE IS OBTAINED FROM THE AFFECTED ADJACENT UPLAND RIPARIAN OWNER; when the Board determines that locating any portion of the structure or activity within the setback area is necessary to avoid or minimize adverse impacts to natural resources; or when the Board determines that the activities are in the public interest.

11.05.10. Reconstruction of existing facilities. For existing facilities which are damaged by accidents, vandalism, ordinary wear and tear or act of God, the provisions of paragraphs f, g, m, n, and S of Section 11.05.01 shall not be applicable to reconstruction so long as the damaged facilities are reconstructed in the same LOCATION and same or lesser dimensions and so long as the construction permit is applied for from the City within six months of the sustaining damage.

Discussion: The "S" paragraph that is added is in reference to setbacks. Florida State Sovereignty Submerged Lands Management 18-21.004(3) Riparian Rights paragraph (d) states an exception for "structures and activities built or occurring prior to any requirement for Board authorization". Many of Destin's docks may fall under this category. The "location" is added for clarification.

Comment: All Self Certification and normal permitting paperwork from the DEP includes a paragraph on not infringing on the riparian rights of your neighbor. If the reconstruction application includes the DEP/CORP paperwork how do we deal with reconstruction project that does not have adequate setbacks?

Question: Is a current DEP/CORP dock rebuild permit required for city building permit application under 11.05.10? 11.05.01 paragraph A does not include a "reconstruction project" as a requirement for DEP/CORP permitting as I read it but 11.05.02 C requires a copy of the DEP/CORP "joint application form" (not the permit?) to apply for the construction permit.

Recommended Changes to City Code

11.05.00 Marina Siting

Changes or Additions are underlined

11.05.01B The addition or modification of a boat lift or pilings within an existing legal and conforming boat slip shall not require the review of the Harbor and Waterways Board or the City Council provided the conditions of paragraph 11:05:01 S are complied with and the boat lift does not include additional structures, such as platforms, cat walks, roofs, and no additional slips are created. Rather, a copy of the US. Army Corps of Engineers permit, DEP permit, and homeowner's association approval (if applicable) shall accompany a completed application for a building permit.

Discussion: The DEP will issue qualifying paperwork/waiver of permitting under the Self-Certification process for a request to modify a dock with a new boat lift. In the first few lines of the Self Certification paperwork is a reference to Florida Administrative Code 62-330. Part of this code is Code 62-330.051 which is titled "Exempt Activities". 62-330.051(5)(h) reads "The installation of a pile-supported boat lift within and existing mooring area at a docking facility that is legally in existence." Does the applicant that provides the Self Certification paperwork for a boat lift only (i.e. does not provide DEP and Corp permits for the original dock) qualify to bypass Harbor and Waterways Board review and the City Council review/approval? By allowing this new construction to bypass the Harbor Board and City Council are we neglecting our responsibility to protect the riparian rights of the adjacent property owner if accepted setbacks are not provided. The addition of requiring compliance with 11:05:01 S would provide this oversight and allow the applicant to bypass the Harbor Board and City Council. If unable to comply with the setback requirements and a letter of concurrence is not provided then a trip before the Harbor Board and City Council would be required.

11:05.01 S. No new dock, addition to an existing dock, or vessel shall be placed within the 25-foot (10 feet for marginal docks) setback of a riparian line without providing to the city a letter of concurrence from the affected adjacent upland riparian owner. Any objections received from the adjoining property owners will be considered by the Harbor and Waterways Board in the recommendations to the City Council.

Discussion: This change adds the states set back requirement for Marginal Docks which are common in the canals on Holiday Island. It also replaces property lines with Riparian lines. As written in Florida State Sovereignty Submerged Lands Management 18-21.004(3)(d) Riparian Rights (following paragraph) the State has many exceptions to these set back rules. Among them is a "Letter of Concurrence" which allows the two riparian owners to agree on the mutual riparian line and acceptable set back.

Florida State Sovereignty Submerged Lands Management 18-21.004(3) Riparian Rights paragraph (d). Except as provided herein, all structures, including mooring pilings, breakwaters, jetties and groins, and activities must set back a minimum of 25 feet inside the applicant's riparian rights lines. Marginal docks, however, must be set back a minimum of 10 feet. Exceptions to the set backs are: private residential single-family docks or piers associated with a parcel that has a shoreline frontage of less than 65 feet, where portions of such structures are located between riparian lines less than 65 feet apart, or where such structure is shared by two adjacent single-family parcels; utility lines; bulkheads, seawalls, riprap or similar shoreline protection structures located along the shoreline; structures and activities previously authorized by the Board; structures and activities built or occurring prior to any requirement for Board authorization; WHEN A LETTER OF CONCURRENCE IS OBTAINED FROM THE AFFECTED ADJACENT UPLAND RIPARIAN OWNER; when the Board determines that locating any portion of the structure or activity within the setback area is necessary to avoid or minimize adverse impacts to natural resources; or when the Board determines that the activities are in the public interest.

11.05.10. Reconstruction of existing facilities. For existing facilities which are damaged by accidents, vandalism, ordinary wear and tear or act of God, the provisions of paragraphs f, g, m, n, and s of Section 11.05.01 shall not be applicable to reconstruction so long as the damaged facilities are reconstructed in the same location and same or lesser dimensions and so long as the construction permit is applied for from the City within six months of the sustaining damage.

Discussion: The "S" paragraph is added to remove setback requirements.

403.813 **Permits issued at district centers; exceptions.**— (d) The replacement or repair of existing docks and piers, except that fill material may not be used and the replacement or repaired dock or pier must be in the SAME LOCATION and of the same configuration and dimensions as the dock or pier being replaced or repaired. This does not preclude the use of different construction materials or minor deviations to allow upgrades to current structural and design standards.

A DEP rebuild permit for a pre-existing dock effectively removes setback requirements by requiring it be rebuilt in the exact same location.