DESTIN CITY COUNCIL MEETING
MAY 18, 2026
ANNEX COUNCIL CHAMBERS
6:00 PM

*****Core Value of the Month - Teamwork*****

CALL TO ORDER

*** INVOCATION (Pastor Darius Arnold - Faith Coast Church and Academy)**

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

1. **PROCLAMATIONS / RECOGNITIONS / SPECIAL / **PUBLIC PRESENTATIONS / ANNOUNCEMENTS**
   A. Resolution 26-09 - Recognizing Rey Bailey for 26 Years of Service and Dedication to the City of Destin
   B. Florida League of Cities John Land Years of Service Award to Dewey Destin – 25 years
   C. Proclamation - Miss Destin 2026 - Kaylynn Hayles
   D. Proclamation - National Safe Boating Week
   E. Arbor Day Reading- Arantza Ramos
2. **PUBLIC COMMENTS (Section 5 - Public Hearings has separate public comments time for these items)** (Note: Individual speakers will be limited to 3 minutes. At the discretion of the mayor, this 3 minute allowance may be adjusted depending on the level of business coming before the City Council)
3. ***** CONSENT AGENDA**
   A. Corpus Christi Catholic Church Eucharistic Procession Request
   B. Approval of Minutes of May 4, 2026 Regular City Council Meeting
4. **CITY MANAGER REPORTS** Announcements
   A. Update on State-Acquired Land in Holiday Isle Adjacent to City's Norriego Point Park and Resolution 2026-13 for Protection of Shorebirds
   B. 2026 Fourth of July Fireworks
   C. Additional Fireworks or Drone show to enhance our Firework show on July 4.
   D. Comprehensive Plan EAR - Inspire Placemaking Collective Work Authorization
   E. Crab Island Dolphin Tours Request
   F. Resolution 26-10 - Amendment to the Schedule of Fees, Section 4 (34450X), Parking Facilities User Fees
   G. Resolution 26-11 - Naming Procedures for City Parks
   H. Renewal & Replacement - Resurfacing and Striping 18 streets
   I. Crosstown Connector Fencing/Barrier options
   J. Resolution 26-12 Tow Truck Fees
   K. Capital Project Status - **Informational Only**

L. Operations Financial Report - **Informational Only**

M. TDC Monthly Report - **Informational Only**

N. Minutes of Standing Boards and Committees **(Informational Only)**

O. Announcements

5. PUBLIC HEARINGS

A. First Reading of Ordinance 26-06-LC - AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, RENUMBERING THE EXISTING ARTICLE 11 OF THE LAND DEVELOPMENT CODE AS ARTICLE 7; CHANGING THE NAME OF EXISTING "ARTICLE 11 COASTAL MANAGEMENT AND CONSERVATION" TO "ARTICLE 7 - RESOURCE CONSERVATION, PROTECTION, RESILIENCY, AND SUSTAINABILITY"; ADDING THE FOLLOWING EXISTING SECTIONS OF THE LAND DEVELOPMENT CODE TO "ARTICLE 7 - RESOURCE CONSERVATION, PROTECTION, RESILIENCY, AND SUSTAINABILITY": SECTION 7.05.00 - PROTECTION AND PRESERVATION OF ARCHEOLOGICAL AND HISTORIC RESOURCES, SECTION 7.17.04 - OUTDOOR LIGHTING STANDARDS FOR THE MARINE TURTLE CONSERVATION ZONE, AND SECTION 7.20.00 - SMALL-SCALE ALTERNATIVE ENERGY GENERATION REGULATIONS; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

B. First reading of Ordinance 26-16-LC - AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING ARTICLE 3 "DEFINITIONS" AND ARTICLE 11 "COASTAL MANAGEMENT AND CONSERVATION" OF THE LAND DEVELOPMENT CODE TO AMEND THE DEFINITION OF "BEACH" FOR CONSISTENCY WITH THE JURISDICTIONAL LIMITS SET FORTH WITHIN THE CITY CHARTER; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

C. First reading of Ordinance 26-17-CC - AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES TO AMEND THE DEFINITION OF "BEACH" FOR CONSISTENCY WITH THE JURISDICTIONAL LIMITS SET FORTH WITHIN THE CITY CHARTER; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

D. First reading of Ordinance 26-18-PC - AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING CHAPTER 13 "GLOSSARY" OF THE CITY'S COMPREHENSIVE PLAN TO AMEND THE DEFINITION OF "BEACH" FOR CONSISTENCY WITH THE JURISDICTIONAL LIMITS SET FORTH WITHIN THE CITY CHARTER; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

E. Second reading of Ordinance 25-13-PC - AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, MAKING TRANSPORTATION-RELATED AMENDMENTS TO CHAPTER 1 – FUTURE LAND USE ELEMENT, CHAPTER 2 – TRANSPORTATION ELEMENT, CHAPTER 9 - CAPITAL IMPROVEMENTS ELEMENT, CHAPTER 12 - ADMINISTRATION, AND CHAPTER 13 - GLOSSARY, OF THE CITY'S

COMPREHENSIVE PLAN; DELETING THE MULTIMODAL TRANSPORTATION DISTRICT; PROVIDING FOR GOALS, OBJECTIVES AND POLICIES RELATING TO THE CITY MOBILITY PLAN AND CITY MOBILITY FEES; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF COMMERCE; PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR A BUSINESS IMPACT ESTIMATE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

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

A. Councilmember Braden

B. Councilmember Trammell

C. Councilmember Destin

D. Councilmember Bagby

E. Councilmember Hebert

F. Councilmember Morgan

G. Councilmember Schmidt

H. Mayor Wagner

1) Sunset Parking Fee Hours

I. City Attorney

7. PUBLIC COMMENTS

8. ADJOURN

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

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

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

RESOLUTION 26-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, RECOGNIZING REY BAILEY FOR HIS 26 YEARS OF SERVICE AND DEDICATION TO THE CITY OF DESTIN.

WHEREAS, Rey Bailey has faithfully served the City of Destin since April 24, 2000, demonstrating exceptional professionalism, integrity, and dedication to public service; and

WHEREAS, during his tenure, Mr. Bailey has overseen the accurate maintenance of official records, ensured transparency in government operations, and provided invaluable guidance to elected officials, staff, and the public; and

WHEREAS, Mr. Bailey been instrumental in assisting with fair and efficient municipal elections, safeguarding the democratic process, and upholding the highest ethical standards; and

WHEREAS, Mr. Bailey's warm demeanor, institutional knowledge, and unwavering commitment have earned the respect and admiration of colleagues, community members, and partner agencies alike; and

WHEREAS, the City Council wishes to recognize and honor Mr. Bailey for his outstanding contributions and lasting impact on the City of Destin; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DESTIN, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct, and incorporated into this Resolution.

Section 2. Recognition of Rey Bailey. The City Council of the City of Destin, on behalf of the residents it serves, hereby recognizes Rey Bailey for his dedication, wisdom and professionalism in providing City Clerk services to the City of Destin, and expresses its deepest gratitude to Rey Bailey for 26 years of exemplary service. The City Council extends best wishes for a happy, healthy, and fulfilling retirement.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY OF DESTIN, FLORIDA THIS 18TH DAY, OF MAY, 2026.

_____
BOBBY WAGNER, MAYOR

ATTEST:

_____
LISA WALLACE, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
CITY OF DESTIN:

_____
KIMBERLY ROMANO KOPP
CITY ATTORNEY

City of Destin

Proclamation

A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF DESTIN RECOGNIZING KAYLYNN HAYLES, "MISS DESTIN 2026"

WHEREAS, the Destin Fishing Rodeo and other organizations in the past have sponsored the Miss Destin contest since the 1950's; and

WHEREAS, the young ladies who vie for the title of "Miss Destin" are judged on their personality, school and community involvement, communication skills and scholastic aptitude; and

WHEREAS, Kaylynn Hayles, a junior at Niceville High School, was selected from a field of 10 Destin young ladies who all demonstrated the qualities needed to win this title; and

WHEREAS, Kaylynn was born and raised in Destin and is proud to call Destin home. She grew up going to Destin's beautiful beaches, as well as fishing with her family; and

WHEREAS, Kaylynn displays the confidence and integrity needed to carry out the duties of Miss Destin. She believes that as Miss Destin, she could be a good role model in the community she was born in and represent it with pride; and

WHEREAS, during Kaylynn's reign as Miss Destin, she will be our ambassador at many of the City's functions and will become a pleasant "fixture" at the fishing docks during the summer and the rodeo season. She will help promote the fishing heritage and the fishing rodeo, which are at the heart of the Destin community.

NOW, THEREFORE, I, Mayor Bobby Wagner, the City Council, and the citizens of Destin hereby recognize Kaylynn as ***Miss Destin 2026,*** and wish her much success during her reign as Miss Destin and in all she endeavors to accomplish.

SO DONE, THIS 18TH DAY OF MAY 2026
By

_____

City of Destin

`

Bobby Wagner, Mayor

City of Destin

Proclamation

National Safe Boating Week

Whereas, for over 100 million Americans, boating continues to be a popular recreational activity. From coast to coast, and everywhere in between, people are taking to the water and enjoying time together boating, sailing, paddling, and fishing; and

Whereas, during National Safe Boating Week, the U.S. Coast Guard, and the National Safe Boating Council, along with federal, state, and local safe boating partners encourage all boaters to explore and enjoy America's beautiful waters responsibly; and

Whereas, National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water throughout the year; and

Whereas, safe boating begins with preparation. The Coast Guard estimates that human error or poor judgment, not by the boat, equipment or environmental factors, accounts for most boating accidents and that life jackets could prevent nearly 75 percent of boating fatalities; and

Whereas, on average, 650 people die each year in boating-related accidents in the U.S.; 75 percent of these are fatalities caused by drowning; and

Whereas, a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and

Whereas, through basic boating safety procedures – carrying lifesaving emergency distress and communications equipment, wearing life jackets, attending safe boating courses, participating in free boat safety checks, and staying sober when navigating – we can help ensure boaters on America's coastal, inland, and offshore waters stay safe throughout the season.

NOW THEREFORE, I, Bobby Wagner, as Mayor, and on behalf of the City Council, do hereby support the goals of the Safe Boating Campaign and proclaim May 16-22, 2026, as ***National Safe Boating Week*** and the start of the year-round effort to promote safe boating.

SO DONE, THIS 18TH DAY OF MAY 2026
BY:

_____

Bobby Wagner

ITEM # 2026-815

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2026
TYPE OF AGENDA ITEM: Presentation
AGENDA OUTLINE NUMBER: 1.E.

TO: City Council

THRU:

FROM: Lisa Firth, Parks & Rec Director

DATE: May, 13, 2026

SUBJECT: Arbor Day Reading- Arantza Ramos

I. BACKGROUND: Arbor Day celebration took place at Buck Destin Park April 24, 2026. Arantza Ramos is sharing her reading that she read at the ceremony.

II. DISCUSSION:

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

E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

ITEM # 2026-808

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2026
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.A.

TO: City Council

THRU: Lisa Wallace, City Clerk
Rey Bailey, City Clerk

FROM: Kimberly Montgomery, Deputy City Clerk

DATE: May 11, 2026

SUBJECT: Corpus Christi Catholic Church Eucharistic Procession Request

I. BACKGROUND: The Corpus Christi Catholic Church is requesting use of city streets to hold their 2nd Annual Eucharistic Procession. The Okaloosa County Sheriff's Office Posse will assist with traffic control Okaloosa County EMS and Destin Fire Control District are aware of the procession and will provide assistance; if needed.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): Staff is not required for this request.

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

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: The City Attorney and Risk Manager have reviewed and approved all related and required documentation. Staff recommends approval for this request.

IV. RECOMMENDED MOTION: I move to approve the request from Corpus Christi Catholic Church for their second annual Eucharistic Procession on Saturday, June 6th from 6-7 PM.

Attachments:

1. CCCC

ITEM # 2026-808

Eucharistic
Procession
Request

May 7, 2026

CHECKLIST FOR USE OF PUBLIC FACILITIES OR PROPERTY:

Name of Organization: Corpus Christi Catholic Church

Type of Event: Eucharistic Procession

Date(s) of Event: June 6, 2026 6pm to 7pm

Location of Event: Destin, FL (see Attached Map)

1.* Certificate of Insurance (**Endorsement to the Policy & Acord is required.**) provided: Yes: X ***This is required.*** Date on which provided: Apr 29, 2026

2.* Hold Harmless (**Signed Original**) provided: Yes: X ***This is required.*** (yes) Date on which provided: Apr 16, 2026

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

4.** Local law enforcement services requested: Yes X ***This is required.***
Law enforcement officer contacted: Traffic Control Plan Approved. Capt Fulgham OSCO, Apr 15, 2026 and Capt Cokonogher, Posse, Apr 21, 2026

5.** Destin Fire Control District contacted: Yes X ***This is required.***
Person contacted: Matt TaylorDFCD Apr 30, 2026

6.** Okaloosa County Emergency Medical Services contacted:
Person contacted: Patrick Meddox. Yes X ***This is required*** Public Safety, Apr 29, 2026

7. Please provide map of ~~race~~ Procession route(s). Attached

8. Describe steps being taken to ensure removal of all directional arrows, signage, as well as trash left on City streets upon conclusion of the event:
Church Maintenance personnel will follow procession to ensure this is done ASAP!

9. Please provide location & pertinent information regarding sufficient and approved event participant parking for the event:
All parking will be in Corpus Christi Church parking lots

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

10. City Park Permit needed: Yes___ No X If yes, please contact Lisa Firth at Destin Community Center @ 850-654-5184 to make arrangements to reserve the park. Contacted Mr Brian Keller, NOTHING scheduled at DES facilities at that time.

11. Will the event be in a residential neighborhood and will there be excessive noise or light glare from the event? Residential neighborhood - yes
Noise and Glare - NO

Gregory J Thomas

(Requester's or Acting Agent's Signature)

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

** **Provide the City a written acknowledgement/concurrence from the agency.**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/29/2026

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 9155 South Dadeland Boulevard Suite 1112 Miami FL 33156	CONTACT NAME: PHONE (A/C, No, Ext): 305-592-6080 FAX (A/C, No): 305-592-4049 E-MAIL ADDRESS:
INSURED CORPUS CHRISTI CHURCH 307 BEACH DRIVE DESTIN, FL 32541 DIOCPEN-01	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Old Republic Insurance Company — 24147 INSURER B : Midwest Employers Casualty Company — 23612 INSURER C : National Catholic RRG , Inc — 10083 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 1466296263 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y		RRG-051-2026-1 822600 0751461	4/1/2026 4/1/2026	4/1/2027 4/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 2,000,000 $ Excluded $ 2,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			822600 0751461	4/1/2026	4/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			EWC010529	4/1/2026	4/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Limit shown is inclusive of defense and insured retention
City of Destin is included as additional insured in respect to Corpus Christi Catholic Church Eucharistic Procession on June 6, 2026

CERTIFICATE HOLDER

CITY OF DESTIN
4200 TWO TREES ROAD
DESTIN FL 32541
USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THE NATIONAL CATHOLIC RISK RETENTION GROUP, INC.	**ENDORSEMENT** No. 19 TO POLICY NO. RRG-051-2026-1 EFFECTIVE DATE 4/1/2026
Participant: The Catholic Diocese of Pensacola-Tallahassee, Most Reverend William A. Wack	☐ ADDITIONAL PREMIUM N/A ☐ RETURN

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT INCLUDING PRIMARY AND NON-CONTRIBUTORY PROVISION AND WAIVER OF SUBROGATION

The definition of **Additional Insured** (Paragraph A Section IV DEFINITIONS) is revised to:

Additional Insureds are persons or organizations for whom an **insured** has agreed in writing, prior to any loss or an event for which coverage is sought, to provide insurance protection provided by this insurance.

Coverage provided by this insurance for such **additional insured** only applies to **bodily injury, property damage** or **personal injury** caused, in whole or in part, by:

A. an **insured's** errors or omissions; or

B. a person or organization's errors or omissions while acting on an **insured's** behalf

and only if such **additional insured** is also liable, in whole or in part, for such errors and omissions.

For all **additional insureds**, the insurance provided by this policy shall not exceed the amount agreed in writing between the **insured** and such **additional insured**, or the applicable **company limit** of this policy, whichever is less, and shall apply only after the **participant's retained limit** is exceeded by **loss** covered under this policy.

Coverage provided to such **additional insured** will only be provided to the extent permitted by law and will not be broader than that which is required by the written contract.

This insurance will be primary and will not seek contribution from any other insurance available to an **additional insured** under any policy where such **additional insured** is a Named Insured if an **insured** has agreed in writing:

A. That the insurance provided by this insurance would be primary; and

B. That an **insured** will not seek contribution from any other insurance available to the **additional insured.**

If required by written agreement, the Company will waive any legal right of recovery they may have against an **additional insured** because of payments the Company makes that arise out of the liability an **insured** is legally obligated to pay for **bodily injury, personal injury** and/or **property damage** that arise out of a written contract between an **insured** and such **additional insured.**

All other terms and conditions remain unchanged. By _____
Authorized Representative

ORIGINAL

HOLD HARMLESS AGREEMENT

William A. Wack, as Bishop of the Diocese of Pensacola-Tallahassee, a corporation sole and Corpus Christi Catholic Church (307 Beach Dr., Destin, FL 32541) agree to indemnify and hold harmless the City of Destin from any and all liability, defense costs, including attorney fees and all other fees incidental to defense, loss or damage the City of Destin may suffer as a result of claims, demands, costs or judgments against it arising from the Eucharistic Procession to be held on June 6, 2026.

In addition, William A. Wack, as Bishop of the Diocese of Pensacola-Tallahassee, a corporation sole and Corpus Christi Catholic Church (307 Beach Dr., Destin, FL 32541) agree to provide the City of Destin a Certificate of Insurance naming the City as an Additional Insured reflecting general liability coverage of not less than $2,000,000.00.

William A. Wack, as Bishop of the Diocese of Pensacola-Tallahassee, a corporation sole
(Corporate Name)

William A. Wack
Signature of Bishop

William A. Wack, Bishop of the Diocese of Pensacola-Tallahassee
Print name and print Bishop next to name

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, on this 10th day of April 2026 by William A. Wack who is personally known by me ✓ or has produced identification _____ Type of Identification:

_____.

Brianne Kendall
Signature of Notary Taking Acknowledgement

(Seal)

BRIANNE KENDALL NOTARY PUBLIC STATE OF FLORIDA
My Comm. Expires January 29, 2030
No. HH 762158

Brianne Kendall
Printed name of Notary Taking Acknowledgement

OCSO

Request Sheriff's Office Approval for Traffic Control and Safety Plan for Corpus Christ Catholic Church Eucharistic Procession on June 6, 2026

messages

Gregory Niemiec <gregniemiec@gmail.com> Tue, Apr 14, 2026 at 1:12 PM
To: Capt Jason Fulghum, Sheriff's Office Eucharistic Procession <jfulghum@sheriff-okaloosa.org>, Lt. Brian Parkton. Okaloosa Sheriff's Office <bparkton@sheriff-okaloosa.org>, Sheriff's Office <tcokonougher@sheriff-okaloosa.org>
Cc: Corpus Christi Church new <corpusdomini@outlook.com>, Todd Watkins <toddwatkins17@gmail.com>
Bcc: Gregory Niemiec <gregniemiec@gmail.com>

Request approval of attached Corpus Christi Catholic Church Plan for Eucharistic Procession on June 6, 2026. This is the same plan that was approved last year and worked extremely well, with no problems noted.

Contact Greg Niemiec, Gregniemiec@gmail.com, 850-428-4938 for any questions. Thank you.

Gregory Niemiec <gregniemiec@gmail.com> Tue, Apr 14, 2026 at 1:23 PM
To: Capt Jason Fulghum, Sheriff's Office Eucharistic Procession <jfulghum@sheriff-okaloosa.org>, Lt. Brian Parkton. Okaloosa Sheriff's Office <bparkton@sheriff-okaloosa.org>, Sheriff's Office <tcokonougher@sheriff-okaloosa.org>

Attachments
[Quoted text hidden]

3 attachments

- **2026 Traffic Safety Plan_260414_130923_1.jpg** 473 KB — Request for Approval
- **2026 Traffic Safety Plan_260414_130923_2.jpg** 554 KB — Traffic Control & Safety Plan
- **20250426_160741.jpg** 1.8 MB — MAP

Joseph J. Fulghum <jfulghum@sheriff-okaloosa.org> Wed, Apr 15, 2026 at 2:31 PM
To: Gregory Niemiec <gregniemiec@gmail.com>, Brian M. Parkton <bparkton@sheriff-okaloosa.org>, Tamra L. Tokonougher <tcokonougher@sheriff-okaloosa.org>

The Eucharistic Procession plan is approved.

Joseph Jason Fulghum

Captain, East District

Okaloosa County Sheriff's Office

4300 E. Legendary Dr. Suite 250

Destin, Fl 32541

(850)613-2208

Forwarding Corpus Christi Church Approved Traffic Control and Safety Plan for June 6, 2026 Eucharistic Procession for Your Coordination

messages

Gregory Niemiec <gregniemiec@gmail.com> Wed, Apr 29, 2026 at 2:25 PM
To: Sheriff's Office <tcokonougher@sheriff-okaloosa.org>, mtaylor@destinfire.com, pmaddox@myokaloosa.com, mabbott@sheriff-okaloosa.org, aoverly@myokaloosa.com
Cc: Corpus Christi Church new <corpusdomini@outlook.com>
Bcc: Gregory Niemiec <gregniemiec@gmail.com>

Attached is the Corpus Christi Catholic Church Eucharistic Procession Cover Letter and Sheriff's Office Approved Traffic Control and Safety Plan for June 6, 2026, along with a map for your coordination.

Please email us back that you have received this information, along with any comments. Thanks.

Greg Niemiec
gregniemiec@gmail.com
850-428-4938
Corpus Christi Catholic Church
Eucharistic Procession Coordinator

3 attachments

- **1000046061.jpg** 473 KB
- **1000046062.jpg** 554 KB
- **1000045976.jpg** 3 MB

Tamra L. Cokonougher <tcokonougher@sheriff-okaloosa.org> Wed, Apr 29, 2026 at 7:42 PM
To: Gregory Niemiec <gregniemiec@gmail.com>
Cc: Tamra L. Cokonougher <tcokonougher@sheriff-okaloosa.org>, mtaylor@destinfire.com <mtaylor@destinfire.com>, maddox@myokaloosa.com <pmaddox@myokaloosa.com>, Matthew D. Abbott <mabbott@sheriff-okaloosa.org>, overly@myokaloosa.com <aoverly@myokaloosa.com>, Corpus Christi Church new <corpusdomini@outlook.com>

Thank you, we have you on our calendar for coverage

Tami Cokonougher Sheriff's Posse

On Apr 29, 2026 2:26 PM, Gregory Niemiec <gregniemiec@gmail.com> wrote:

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

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integrity. We strive to reduce crime while providing fair and equal treatment for all. We are honored to serve and protect.

OC EMS

'atrick Maddox <pmaddox@myokaloosa.com> Wed, Apr 29, 2026 at 7:58 PM
'o: Gregory Niemiec <gregniemiec@gmail.com>, Sheriff's Office <tcokonougher@sheriff-okaloosa.org>,
ıtaylor@destinfire.com <mtaylor@destinfire.com>, mabbott@sheriff-okaloosa.org <mabbott@sheriff-okaloosa.org>,
ıngela Overly <aoverly@myokaloosa.com>
:c: Corpus Christi Church new <corpusdomini@outlook.com>, Tamara Young Destin PIO <tyoung@cityofdestin.com>,
'arrel Welborn <dwelborn@myokaloosa.com>

No objection from Public Safety. Destin PIO copied here.

Stay safe,

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

[Quoted text hidden]

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Matt Taylor <MTaylor@destinfire.com> Thu, Apr 30, 2026 at 6:57 AM

maddox@myokaloosa.com <pmaddox@myokaloosa.com>, mabbott@sheriff-okaloosa.org <mabbott@sheriff-kaloosa.org>, aoverly@myokaloosa.com <aoverly@myokaloosa.com>
:c: Corpus Christi Church new <corpusdomini@outlook.com>, Mike Landis <MLandis@destinfire.com>, Jeff Anderson JAnderson@destinfire.com>, Justin Blixt <JBlixt@destinfire.com>, Robert Anderson <randerson@destinfire.com>, aniel Mills <dmills@destinfire.com>, Kevin Sasser <chief@destinfire.com>

Gregory,

DFCD

Thank you for notifying the Destin Fire Control District of the Eucharistic Procession on June 6, 2026, at 6pm. *The appropriate shift has been copied on this e-mail.*

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

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

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

Matt Taylor, Division Chief / Fire Marshal

Destin Fire Control District

Cell 850-685-3367

Office 850-837-8413

DESTIN FIRE CONTROL DISTRICT
DESTIN FIRE RESCUE FLORIDA
EST. 1961

Corpus Christi Church Eucharistic Procession Coordination with Destin Parks and Recreation

message

Gregory Niemiec <gregniemiec@gmail.com> Thu, May 7, 2026 at 4:14 PM
To: Bkellar@cityofdestin.com, Corpus Christi Church new <corpusdomini@outlook.com>, Gregory Niemiec <gregniemiec@gmail.com>

I contacted the City of Destin, Parks and Recreation, and talked with Mr Brian Kellar on May 7, 2026 at 4pm, about the Corpus Christi Catholic Church Eucharistic Procession on Saturday, Jun 6, 2026 from 6pm to 7pm and the accompanying restriction of Kelly Street and Beach Drive.

He indicated there was no scheduled use of the City's fields (near Destin Elementary School) on Jun 6, 2025 from 6pm to 7pm.

He agreed to mark that time as unavailable for those fields due to the streets being restricted that were used to enter and leave the fields' parking lots.

Greg Niemiec

Mr. Kellar, just sending you an info email on our previous conversation.

Please contact me if any questions. Thanks.

Greg Niemiec
Corpus Christi Catholic Church
Gregniemiec@gmail.com
850-428-4938

Kim Montgomery

From: Kimberly Kopp <kkopp@romanokopplaw.com>
Sent: Monday, May 11, 2026 2:13 PM
To: Jamie Haynes
Cc: Kim Montgomery
Subject: Re: CCCC Eucharistic Procession 6-21-26

Approved by legal.

Sent from my iPhone

> On May 11, 2026, at 3:12 PM, Jamie Haynes <jhaynes@cityofdestin.com> wrote:
>
> Hello,
>
> Approved for risk.
>
> Thank you,
>
> Jamie
> <image001.png>

From: Kim Montgomery <kmontgomery@cityofdestin.com>
Sent: Monday, May 11, 2026 2:10 PM
To: Jamie Haynes <jhaynes@cityofdestin.com>; Kimberly Kopp <kkopp@romanokopplaw.com>
Subject: FW: CCCC Eucharistic Procession 6-21-26
Importance: High

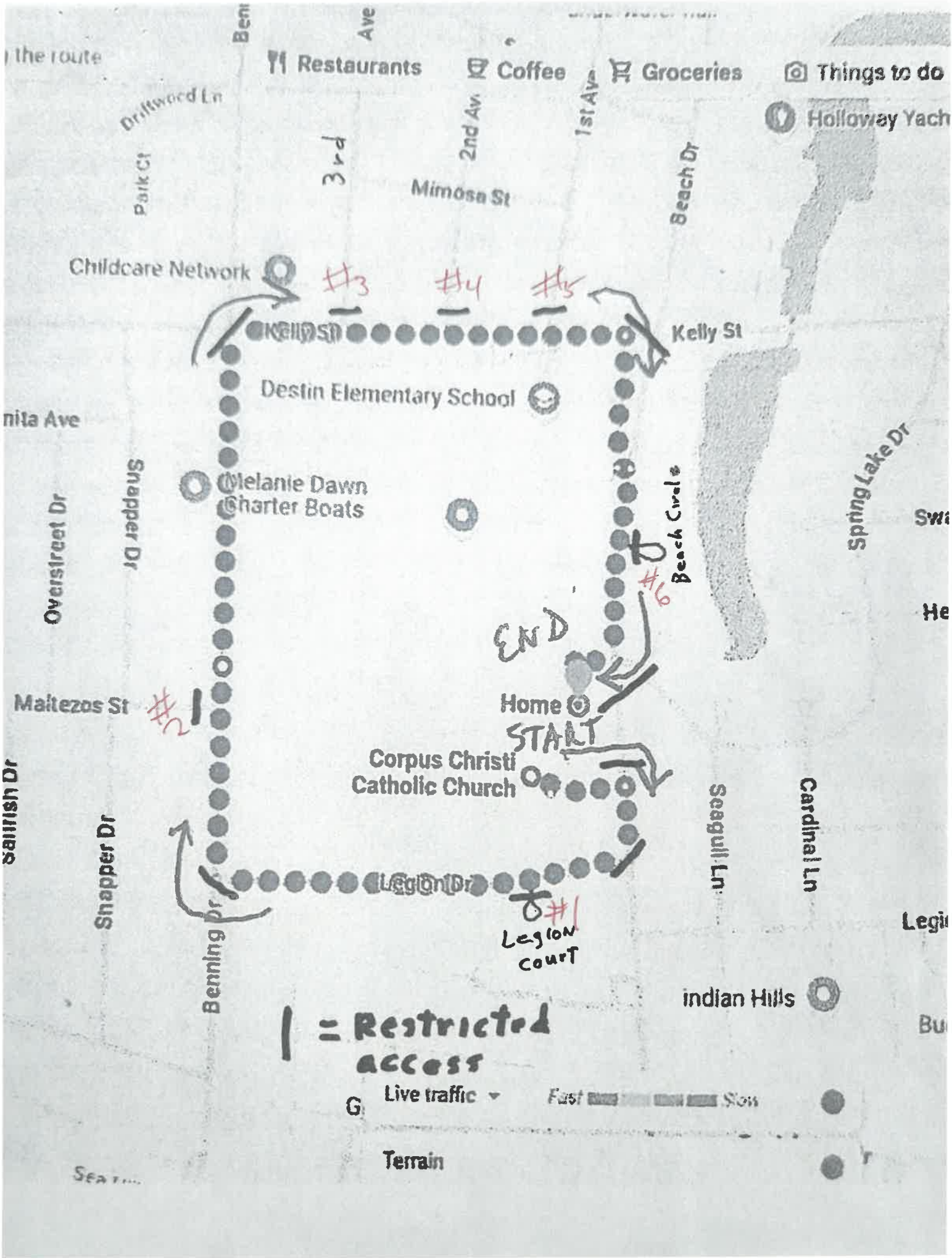
Just a little reminder to review and respond. Thanks!

-Kim

From: Kim Montgomery
Sent: Friday, May 8, 2026 11:02 AM
To: Jamie Haynes <jhaynes@cityofdestin.com>
Subject: FW: CCCC Eucharistic Procession 6-21-26
Importance: High

Please respond with your approval. Thanks!

From: Kim Montgomery
Sent: Thursday, May 7, 2026 4:56 PM
To: Kimberly Kopp <kkopp@romanokopplaw.com>; james@dhfm.org
Cc: Lisa Wallace <lwallace@cityofdestin.com>; Rey Bailey <rbailey@cityofdestin.com>; Sharon Gardner <sgardner@cityofdestin.com>; Tamara Young <tyoung@cityofdestin.com>
Subject: CCCC Eucharistic Procession 6-21-26
Importance: High


the route
Restaurants
Coffee
Groceries
Things to do
Holloway Yach
Driftwood Ln
Park Ct
3rd
2nd Av
1st Ave
Mimosa St
Beach Dr
Childcare Network
#3
#4
#5
Kelly St
Kelly St
Destin Elementary School
nita Ave
Overstreet Dr
Snapper Dr
Melanie Dawn
Charter Boats
Beach Circle
Spring Lake Dr
#6
END
Maltezos St
#2
Home
START
Corpus Christi
Catholic Church
Seagull Ln
Cardinal Ln
Snapper Dr
Legion Dr
#1
Legion
Court
Benning Dr
indian Hills
= Restricted
access
Live traffic
Fast
Slow
Terrain

REGULAR MEETING
DESTIN CITY COUNCIL
MAY 4, 2026
ANNEX COUNCIL CHAMBERS
6:00 PM

The Council of the City of Destin met in regular session with the following members and staff present:

Destin City Council

Mayor Bobby Wagner
Mayor Pro-Tem Teresa Herbert
Councilmember Jim Bagby
Councilmember Rodney Braden
Councilmember Dewey Destin
Councilmember Chatham Morgan
Councilmember Sandy Trammell
Councilmember Kevin Schmidt

Destin City Staff

Parks and Recreation Director Lisa Firth
Public Information Director Tamara Young
Public Works Director Michael Burgess
Community Development Director Tina Deater
Human Resources Director Jamie Haynes
City Attorney Kimberly Kopp
City Clerk Rey Bailey (Outgoing)
City Clerk Lisa Wallace (Incoming)
City Engineer Robert Tomesek
Finance Director Krystal Strickland
IT Director Andy Peters
Principal Planner Daniel Butler

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Bobby Wagner called the meeting to order at 6:00 PM. Pastor David J. Butler of Faith Assembly Christian Church, gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

OATH OF OFFICE FOR INTERIM CITY COUNCILMEMBER CHATHAM MORGAN

City Attorney Kimberly Kopp administered the Oath of Office for Interim City Councilmember Chatham Morgan.

AGENDA APPROVAL

- *Add Two Easement Agreements at end of City Manager Reports*
- *Add Stephanie Rowe to List of Candidates to be Considered for Boards and Commissions*

Councilmember Hebert made a motion, seconded by Councilmember Trammell, to approve the meeting agenda as amended (add 2 easements & board/committee candidate Rowe). The motion passed 7-0.

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

A. Proclamation - 2026 National Public Works Week

Mayor Wagner read the 2026 National Public Works Week Proclamation

B. Proclamation - Family Night

Mayor Wagner read the Family Night Proclamation

C. Proclamation - Mayors' Monarch Pledge

D. Proclamation - Drinking Water Week

Mayor Wagner read the Drinking Water Week Proclamation

E. Destin Parks Foundation America 250 Fireworks Request

John Stephens, on behalf of the Destin Parks Foundation, presented a proposal to assist the City with fundraising for the America 250 July 4th celebration. He stated that Parks and Recreation is seeking to raise up to $10,000, including $5,000 for an enhanced red, white, and blue fireworks grand finale and $5,000 for large "250" display lettering planned at Noriego Point. Mr. Stephens explained that the Foundation could use its 501(c)(3) status to provide a structured donation mechanism, including a dedicated donation page and QR code, while staff would continue outreach efforts. Funds would be restricted to the project, tracked transparently, and used to reimburse approved eligible City expenses under a reimbursement grant model. He noted that the approach would maintain City financial controls, provide donor confidence, encourage private support, and potentially serve as a model for future projects.

Finance Director Krystal Strickland added that the City budgeted nearly $40,000 from the General Fund for the Fourth of July fireworks, which has already been approved by Council. An additional $10,000 in unbudgeted services has been requested for a red, white, and blue fireworks display and an LED "250" birthday display at Noriego Point. She noted that Pyro Shows, the City's continuing services contractor, will be brought forward at the next Council meeting to confirm dates, approve the down payment, and consider the additional services. If approved, the $10,000 would initially be covered through an internal transfer from Parks and Recreation within the General Fund. If a grant agreement with the Destin Parks Foundation is finalized, a separate budget amendment would be brought back to increase revenue and expenses and return the General Fund money to Parks and Recreation.

Councilmember Schmidt made a motion, seconded by Councilmember Trammell, to support and direct the City Manager and City Attorney to finalize an MOU and bring back to council for consideration. The motion passed 7-0.

2. **PUBLIC COMMENTS**

Ricky Lyn Grant Jr., 175 Main Street, addressed the Council stating that he wished to speak positively and professionally and discussed his interest in becoming or working as a real estate broker. He also commented on working with government and military resources, energy-related topics, and personal legal matters.

Joe Fitzpatrick, 3879 Indian Trail, addressed the Council regarding drainage issues on his parcel. He stated that he had submitted two executed easements to the City, providing staff with access

and permission needed to continue the study. Mr. Fitzpatrick encouraged the City to maintain momentum toward a timely resolution and stated that his prior research may be useful as staff evaluates stabilization solutions. He requested that staff and any needed third-party consultants have sufficient authorization to proceed through all aspects of the study without unnecessary delays. He also suggested that one or two Council members remain engaged during the process to help provide continuity, understanding, and efficiency when future decisions come back before Council.

Alan Osborne of Gulf Shore Drive addressed the Council regarding the use of drones for future fireworks or special event displays. He suggested pursuing grant funding to purchase drones and involving local youth groups, scouts, or schools in operating or maintaining them, noting that drone shows could provide a unique opportunity to showcase Destin's youth and future technology.

Leanne of 14 Rue D'etretat, addressed the Council regarding recent warnings issued to residents in her neighborhood requiring vehicles to be moved off the streets. She stated that many homes have limited driveway space, leaving residents with multiple vehicles no option but to park in their yards, which negatively affects the appearance and usability of their properties. She noted that she has lived there for six years without prior issues and said garbage trucks have been able to access the street despite on-street parking. She requested that the City reconsider removing the parking restriction.

3. ***CONSENT AGENDA

A. Parking for Blessing of the Youth
B. Approval of minutes of April 13, 2026, Special City Council Meeting
C. Approval of minutes of April 20, 2026, Regular City Council Meeting

Councilmember Herbert made a motion, seconded by Councilmember Trammell to approve the consent agenda. The motion passed 7-0.

4. CITY MANAGER REPORTS

Kimberly Kopp, as Acting City Manager in Dr. Jones' absence, provided the City Manager's report.

A. Comprehensive Plan EAR - Inspire Placemaking Collective Work Authorization

Ms. Kopp introduced the Comprehensive Plan Evaluation and Appraisal Review (EAR), noting that Florida Statutes require the City to evaluate and amend its comprehensive plan every seven years to ensure compliance with state law and continued alignment with the City's vision.

Community Development Director, Tina Deater, reported that the City does not currently have the staff capacity to complete a full rewrite of the Comprehensive Plan in-house. The plan has not had a full rewrite since approximately 2005, and the 2019 Evaluation and Appraisal Review amendments were limited to the coastal element. Staff would like to take this opportunity to do a complete a full rewrite and recommended Inspire, an existing continuing services planning consultant, to assist with the process.

Councilmember Bagby made a motion, seconded by Councilmember Herbert, to direct staff to coordinate with Inspire and sharpen the proposal (needed tasks and costs) and bring back to council for further consideration. The motion passed 7-0.

B. Tow Truck Fees Discussion

The City Attorney introduced the tow truck fees discussion, noting that Council requested at the April 20 meeting that staff bring back information comparing the City's current fees with those of neighboring jurisdictions. Staff contacted nearby communities and included a chart in their packets comparing Destin's current fees, county fees, and the proposed fees. She stated that Council could provide direction at its discretion but suggested that aligning the City's fees with the county may be a reasonable option.

Councilmember Herbert made a motion, seconded by Councilmember Trammell, to adopt an updated towing fee schedule at the same rates as currently adopted by Okaloosa County and directed the City Attorney to draft a Resolution. The motion passed 6-1 with Councilmember Braden dissenting.

C. Update on State-Acquired Lands Adjacent to City's Norriego Point Park

Acting City Manager Kopp provided an update on state-acquired lands adjacent to Norriego Point Park. She stated that City representatives attended the April 21 Board of County Commissioners meeting to request support for City Resolution 2026-05 to lease and manage the park. Commissioners Sherry Cox and Carolyn Ketchel spoke in support of the City, while the remaining commissioners directed Commissioner Palmer to meet with state representatives before taking further action. The City Attorney also reported that the Florida Fish and Wildlife Conservation Commission identified the site as important for nesting shorebirds and Audubon Florida planned to survey and post signage to protect nesting areas. She noted this supports Council's position to keep the property conservation-focused.

Councilmember Destin provided a brief update on the state meeting regarding Norriego Point that was scheduled but did not occur. He stated that Senator Gaetz had arranged the meeting with Senator Trumbull, the DEP Secretary, Commissioner Palmer, and himself during the special session, but the session ended early and some participants were unable to attend. The meeting is expected to be rescheduled during the next special session, anticipated for May 12–15. Councilmember Destin expressed hope that the parties can develop a plan addressing the City's, County's, State's, and shorebird protection needs, and noted the importance of FWC's independent role in evaluating the nesting shorebirds and conservation concerns.

D. Board & Committee Appointments

Councilmember Trammell made a motion, seconded by Councilmember Destin, to appoint Stephanie Rowe to the Board of Adjustments. The motion passed 7-0.

Councilmember Schmidt made a motion, seconded by Councilmember Bagby, to appoint Alan Osborne to the Board of Adjustments. The motion passed 7-0.

Councilmember Herbert made a motion, seconded by Councilmember Schmidt, to appoint Ross Haynes to the Board of Adjustments. The motion passed 7-0.

Councilmember Bagby made a motion, seconded by Councilmember Herbert, to appoint Alan Osborne to the Harbor and Waterways Board. The motion passed 6-1 with Councilmember Braden dissenting.

E. Announcements

Public Information Director, Tamara Young, announced that, following Council's April 7th approval, survey and geotechnical soils investigation work will begin May 8 as part of the four-prong flood resilience project. Field crews will collect data, including soil borings at the lake edge, on land, and within the lake. Crews will wear safety vests and carry City verification, and the data collection is expected to take approximately two to three weeks.

F. Easement Agreements

City Attorney and Acting City Manager Kopp presented two temporary easement agreements related to drainage concerns previously discussed for 3879 Indian Trail and the adjacent property. The easements would allow City employees or contractors to access the properties for inspections, surveying, soil testing, and drainage analysis of the creek area. The easements are temporary and would run for approximately 60 days. She requested Council approval to accept the easements before recording them.

Councilmember Herbert made a motion, seconded by Councilmember Trammell, to accept temporary easement agreements at 3879 Indian Trail and the adjacent property to allow city staff/contractors to conduct inspections, surveying, soil testing, and drainage analysis. The motion passed 7-0.

5. PUBLIC HEARINGS

A. First Reading of Ordinance 26-06-LC. The City Attorney read Ordinance 26-06-LC by title and presented it to the council for first reading.

ORDINANCE 26-06-LC. AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, RENUMBERING THE EXISTING ARTICLE 11 OF THE LAND DEVELOPMENT CODE AS ARTICLE 7; CHANGING THE NAME OF EXISTING "ARTICLE 11 COASTAL MANAGEMENT AND CONSERVATION" TO "ARTICLE 7 - RESOURCE CONSERVATION, PROTECTION, RESILIENCY, AND SUSTAINABILITY"; ADDING THE FOLLOWING EXISTING SECTIONS OF THE LAND DEVELOPMENT CODE TO "ARTICLE 7 - RESOURCE CONSERVATION, PROTECTION, RESILIENCY, AND SUSTAINABILITY": SECTION 7.05.00 - PROTECTION AND PRESERVATION OF ARCHEOLOGICAL AND HISTORIC RESOURCES, SECTION 7.17.04 - OUTDOOR LIGHTING STANDARDS FOR THE MARINE TURTLE CONSERVATION ZONE, AND SECTION 7.20.00 - SMALL-SCALE ALTERNATIVE ENERGY GENERATION REGULATIONS; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Staff gave an overview of the proposed ordinance changes and Todd Buhr, Vice Chair of the Local Planning Agency, explained the proposed changes to the fee base. Mayor Wagner then opened the public hearing to receive comments from the public.

Mr. Alan Osborne spoke in opposition to the proposed fees, stating that private boat slip owners already pay significant property taxes, association fees, and installation costs. He argued that the proposed fee would unfairly burden residents and private slip owners who are not the primary users or contributors to harbor impacts, while commercial tour and charter operations place a greater demand on the harbor. He suggested that any additional costs should be directed toward the commercial or tourist-related users rather than private property owners.

There being no further public comments, Mayor Wagner closed the public hearing and turned the matter over to city council for their discussion and consideration.

Councilmember Bagby made a motion, seconded by Councilmember Trammell, to approve first reading of Ordinance 26-06-LC with the proposed change from Councilmember Trammell to include clarifying language that the city is not responsible for wetlands. The motion failed 3-4. Councilmembers Bagby, Herbert, and Trammell voting "yes" and Councilmembers Destin, Schmidt, Braden and Morgan voting "no".

Councilmember Schmidt made a motion, seconded by Councilmember Destin, to approve a substitute motion for first reading of Ordinance 26-06-LC to include Councilmember Trammell's amendment but to make no change to the NPEB at this time. Motion failed 2-5. Councilmembers Schmidt and Destin voting "yes" and Councilmembers Bagby, Hebert, Braden, Trammell and Morgan voting "no".

Councilmember Destin made a motion, seconded by Councilmember Schmidt, to table first reading of Ordinance 26-06-LC until the next meeting. The motion passed 5-2. Councilmembers Destin, Herbert, Schmidt, Braden and Morgan voting "yes" and Councilmembers Bagby and Trammell voting "no".

B. Second reading of Ordinance 25-24-LC. The City Attorney read Ordinance 25-24-LC by title and presented it to the council for second reading.

ORDINANCE 25-24-LC - DELETING ARTICLE 2 — ADMINISTRATION OF THE LAND DEVELOPMENT CODE TO REMOVE AND REPLACE THE EXISTING ARTICLE 2 IN ITS ENTIRETY; DELETING ARTICLE 4 — PUBLIC PARTICIPATION OF THE LAND DEVELOPMENT CODE TO REMOVE AND REPLACE ARTICLE 4 IN ITS ENTIRETY; PROVIDING FOR REGULATIONS RELATING TO GENERAL ADMINISTRATION; DEVELOPMENT ORDERS; GUARANTEES SURETIES AND FUTURE IMPROVEMENT PAYMENT; PROVIDING FOR REVIEW PROCESSES FOR PLANNING APPLICATIONS AND GENERAL REVIEW, LAND DIVISION APPLICATIONS; MISCELLANEOUS PLANNING APPLICATIONS, PLANNED UNIT DEVELOPMENTS; MARINE CONSTRUCTION APPLICATIONS, CONDITIONAL USES, CERTIFICATE OF APPROPRIATENESS, CHANGE OF USES, APPEALS, SPECIAL EXCEPTIONS, VARIANCES; PROVIDING FOR REGULATIONS RELATING TO TELECOMMUNICATIONS AND WIRELESS FACILITIES; PROVIDING FOR SITE DEVELOPMENT AND BUILDING PERMIT REVIEW; PROVIDING FOR PUBLIC PROCEDURES AND MEETINGS; ESTABLISHING CITY BOARDS AND COMMITTEES; PROVIDING FOR PROCEDURES FOR ADDRESSING AND PROVIDING FOR DEVELOPMENT FEES.

Staff gave an overview of the proposed ordinance changes. Mayor Wagner then opened the public hearing to receive comments from the public.

There being no comments offered, Mayor Wagner closed the public hearing and turned the matter over to city council for their discussion and consideration.

Councilmember Bagby made a motion, seconded by Councilmember Braden, to approve second reading of Ordinance 25-24-LC. Councilmember Destin made a motion, seconded by Councilmember Bagby, to amend the ordinance by adding an exemption for single-family residential homes.

After some discussion, Mayor Wagner re-opened the public hearing and called for any comments from the public.

Mr. Alan Osborne spoke in opposition to the proposed ordinance and fee structure, stating that many Holiday Isle lots have longstanding recorded covenants allowing docks and that owners have already invested in and maintained seawalls, slips, and related improvements. He expressed concern that the ordinance had not been fully considered, could conflict with existing neighborhood documents, and could penalize vacant boat lot owners who already pay significant property taxes. He also stated that many Holiday Isle property owners may not be aware of the proposed changes and argued that other users and funding sources, including county-related impacts and non-resident boat traffic, should be considered instead of placing additional costs or restrictions on private property owners.

There being no further comments, Mayor Wagner closed the public hearing and called for the vote. Second reading of Ordinance 25-24-LC, as amended, passed 7-0.

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

A. Councilmember Braden

Councilmember Braden asked why warnings were issued to residents on Rue D'etretat. Community Development Director, Tina Deater, indicated that she would inquire with Code Compliance to get details on whether it was proactive or complaint based.

B. Councilmember Trammell

Councilmember Trammell made a motion, seconded by Councilmember Braden, to direct staff to review and bring back clearer definitions distinguishing vehicle repair from vehicle storage, particularly for vehicles kept on lots longer than 30 days, lacking tags, inoperable, or abandoned. The motion passed 7-0. Councilmember Trammell also volunteered to serve as Council liaison regarding Mr. Fitzpatrick's issues.

C. Councilmember Destin

Councilmember Destin noted that existing screening requirements for vehicle storage appear to remain in the City Code but may not currently be enforced. He suggested staff first review the regulations already on the books before considering additional definitions or changes.

Councilmember Destin provided an additional update on discussions with various board members regarding Norriego Point, stating that each indicated they were not in favor of preventing Destin from enforcing its Comprehensive Plan or Land Development Code. He noted that while a final resolution had not yet been reached, he had not found any board member who supported disregarding the City's rules.

D. Councilmember Bagby

Councilmember Bagby reported that preliminary property valuation numbers showed an estimated 1.1% increase, describing it as essentially flat. He stated that the upcoming budget year may be challenging and noted that discussions may include COLA policy considerations, possible merit

stipends instead of merit raises, and identifying potential 2% to 3% reductions in the operations budget.

E. Councilmember Hebert

Councilmember Hebert asked about the City's prior use of reminder stickers on trash cans to notify residents and renters of pickup days and the requirement to return cans to the property after collection. Dr. Young indicated that she would be happy to work with staff to have additional stickers made up.

F. Councilmember Morgan

Councilmember Morgan thanked Council for their support in selecting him as Interim City Councilmember and that he is in support of Council's position with Okaloosa County.

G. Councilmember Schmidt

1) Parking Lot – Options

Councilmember Schmidt discussed some issues he observed at the Terra Cotta parking lot area noting that the City might benefit from allowing shorter parking fee options.

Councilmember Schmidt made a motion, seconded by Councilmember Hebert, to direct staff to bring back a revised parking fee structure that encompasses a $5.00 hourly rate for the Terra Cotta parking lot until Labor Day. The motion passed 7-0.

H. Mayor Wagner

Mayor Wagner asked staff to place under his name for the next meeting "Sunset Parking Fee Hours"

I. City Attorney

1) A call for an executive session on May 18 at 5:30 for 2025-CC-004246 Chandler, Lennox v. City of Destin.
2) A call for an executive session on May 18 at 5:45 for case 2025-CA-0694 Centeno, Daisy, v. Key Destin Owner LLC, City of Destin, et al.

Council acknowledged and agreed to the executive sessions.

7. PUBLIC COMMENTS

Mr. Alan Osborne thanked the Council for the board appointments and stated he intends to bring solutions, not just concerns. He encouraged the City to think creatively about revenue and policy options, including retaining government surplus property, using vacant lots for vehicle storage or towing-related purposes, and addressing impacts from county-related tourism and boating activity.

Mr. John Stephens reported that during monthly water sampling with the Choctawhatchee Basin Alliance, SeaCoast High School students participated using underwater drones. While sampling in the harbor, visibility was poor and the bottom could not be seen, preventing effective drone use. He expressed concern that the issue may relate to the pump being out of service and hoped it would be repaired soon.

Josh of 221 Main Street commented on vehicle storage and towing regulations, noting that Florida law provides auto shops with a process to obtain and dispose of abandoned vehicles rather than allowing them to occupy valuable space. He emphasized that towing providers on the Sheriff's Office rotation are an essential part of public safety and stated that additional discussion is needed regarding towing fees and related regulations. He requested that the matter be revisited so Council can ask questions and make a more informed decision.

Stan Nikolov stated that the representatives of the towing companies were not requesting the City to match Okaloosa County's towing rates, but rather to allow higher rates due to the increased cost of operating within Destin. The speaker noted that the City's towing ordinance had not been updated in four years and emphasized that operating costs, including insurance and property costs, have increased significantly during that time. They expressed concern that matching County rates could discourage towing businesses from remaining in Destin and could result in longer response times if services had to come from neighboring areas such as Fort Walton Beach or Niceville.

8. ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 9:20 p.m.

_____

Bobby Wagner, Mayor

ATTEST:

_____

Lisa Wallace, City Clerk

ITEM # 2026-817

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2026
TYPE OF AGENDA ITEM: Resolution
AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

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

FROM: Tina Deater, Community Development Director

DATE: May 14, 2026

SUBJECT: Update on State-Acquired Land in Holiday Isle Adjacent to City's Norriego Point Park and Resolution 2026-13 for Protection of Shorebirds

I. BACKGROUND: The following are recent updates relating to the state-owned Park Property in Holiday Isle (City of Destin).

1. **County-Wide Survey Results**

On March 26, 2026, the City received results from a COUNTY-WIDE SURVEY that asked randomly-selected County residents what they prefer to see as the public use of the newly acquired land purchased by the State of Florida for a park in Holiday Isle ("Park" or "Park Property"). An outside firm, Cherry Communications (Tallahassee), was utilized by the City for their expertise in conducting phone surveys. This new information will be discussed at tonight's Council meeting of April 7, 2026. In sum, the survey showed that nearly 88% of County residents desire for the Park Property to remain natural or with minimal amenities, that over 75% of County residents oppose commercial marina use, and that only 2% of the County supports a marina rental model. The margin of error for survey results is approximately 4.9%.
Cherry Communications
207 W. Park Ave., Ste. A
Tallahassee, FL 32301
cherrycom.com

2. **Adoption of City Council Resolution 2026-05 on March 16, 2026, Requesting City Management of Park and Committing Up to Five Million Dollars.**
On March 16, 2026, the City Council approved Resolution 2026-05, ***which is attached to this agenda item as additional background***. Resolution 2026-05 respectfully requests that the State of Florida authorize the City of Destin to serve as the Lessee and local managing entity for the Park Property. In the resolution, the City affirms its commitment to managing the Park in a

manner that emphasizes environmental stewardship, conservation, passive recreation, and compatibility with surrounding residential and conservation areas. Further, the Resolution provides that the City of Destin is prepared to invest municipal resources into the stewardship and improvement of the Park Property and is willing to commit funding for the redevelopment, restoration, and enhancement of the Park in an amount not to exceed **Five Million Dollars ($5,000,000.00)** in order to support environmentally sensitive improvements, passive recreational amenities, and long-term conservation management consistent with the character of the surrounding community. The resolution has been forwarded to County and State representatives as directed by the City Council. It is expected that the City Council's resolution will be considered first at the April 7th BCC meeting, and again on April 21st along with any concept plans approved tonight by the Destin City Council, and a Council decision on free park parking for all County residents, as further explained in the Discussion section of this Staff Report.

3. **Zoning/Land Use/Development Order Background Information**

The following background information is provided for public knowledge (and has been previously provided):

As discussed at prior meetings both at the City and County level, the current land use entitlements for the State Park property adjacent to the City's Norriego Point Park prohibit all nonresidential uses. Since it appears a condo will not be built on the property, given that the State's purchase was described as for "conservation," the entitlements of the property should be updated so that the property may be maintained for non-residential purposes. This process would include:

1. Amendment to the City's Comprehensive Plan (Future Land Use Designation on the Property)
2. Rezoning of the Property, and
3. Amendment to the existing Development Order.

All three of these referenced land use applications would require City Council approvals and public hearings with the public invited to participate, which would occur generally as follows:

Public Hearing One: Future Land Use Map (FLUM) amendment at Land Planning Agency (LPA) meeting
Public Hearing Two: Rezoning at LPA meeting
(Public hearings 1 and 2 would likely be done at the same LPA meeting)
Public Hearing Three: FLUM amendment at City Council meeting (first reading of FLUM ordinance)
Public Hearing Four: Rezoning at City Council meeting (first reading of zoning ordinance)
(Public hearings 3 and 4 would likely be done at the same City Council meeting)
Public Hearing Five: FLUM amendment at City Council meeting (second reading of FLUM ordinance)
Public Hearing Six: Rezoning at City Council meeting (second reading of zoning ordinance)
(Public hearings 5 and 6 would likely be done at the same City Council meeting)

Notably, as has been discussed, the docks are legally classified as a residential use tied to a condominium that was never constructed. Without amendment to the Development Order, the docks cannot lawfully be used independently. In order to comply with existing codes, the docks

would need to be removed or a Major Amendment to Development Order 21-23 would be required, with an additional public hearing before the City Council. Note that Development Order 21-23 prohibits all nonresidential uses of the docks, including but not limited to slip rentals, commercial uses, or any uses that involve boat traffic at a frequency or intensity not typical of a residential area.

The Comprehensive Plan states, in relevant part that:

OBJECTIVE 1-2.8: CONSERVATION LAND USE DESIGNATION. *The FLUM (Map 1-1), shall identify lands that are environmentally fragile for long-term preservation by designating them as "CON." Environmentally fragile lands shall be referred to as conservation resources, which are defined in Rule 9J-5.003(30), Florida Administrative Code. The protection and preservation of conservation resources shall be achieved through the implementation of the following Policies.*

Policy 1-2.8.1: Conservation (CON). *The FLUM shall designate lands that are natural and coastal resources as "CON." It is the intent of the "CON" land use designation to provide for the long-term protection and preservation of environmentally sensitive natural resource systems. The LDC shall be amended to ensure no development is permitted within "CON" designated areas, other than beach accessways, such as dune walkovers, parking, docks, restroom facilities, and passive recreation.*

The City's Land Development Code is consistent with the Comprehensive Plan, pursuant to State Law.

Importantly:

- Norriego Point Park, which is adjacent to the newly acquired State Park, contains the Conservation (CON) future land use designation and zoning.
- The Conservation district is **highly restrictive** and intended for environmental preservation.
- Marinas are **not** permitted in either the Conservation (CON) Future Land Use Designation and Zoning District.
- Under the City's Land Development Code (Section 7.12.06(BB) and Table 7-2), development within CONSERVATION (CON) is limited to beach accessways such as dune walkovers, parking areas, docks, restroom facilities (up to one story), and passive recreation. Norriego Point currently holds a Future Land Use Designation and Zoning of Conservation, and this zoning would maintain consistency between the State and City Park.

Finally, please note that if the future land use and zoning for this Property are changed, any proposed use would still need to be consistent with all additional applicable provisions of the Comp Plan and LDC, State and federal permitting requirements, any applicable easements, and any required development order amendments.

Pursuant to Council directives, the City Manager and City Attorney have contacted appropriate County and State representatives. As of the date of this agenda item, the Property is owned by the State of Florida, and there is no known entity with a leasehold interest or approved

management plan for the Property.

4. April 21st BCC Meeting in Response to City Resolution 2026-05:
On April 21, 2026, the Okaloosa County Commissioners discussed City Resolution 2026-05 and noted the City's concept plan. Several members of the Destin City Council, the City Manager, City Attorney, and several residents spoke during the BCC meeting in support of City Council Resolution 2026-05 and in support of the City of Destin obtaining the Lease and management of the Park Property.

From the City's perspective, the discussion reflected both support and hesitation among County leadership.
Commissioners Sherri Cox and Carolyn Ketchel each expressed clear support for the City's request to lease the Park from the State and to assume management of the Park Property. Their statements aligned with the City's position that local stewardship would best serve residents and the long-term interests of the Park.

However, Commissioner Paul Mixon introduced a motion directing the Okaloosa County Board of County Commissioners to send Commissioner Drew Palmer to meet with State officials, alongside a City representative, to further clarify the State's objectives regarding the Park. This motion was made despite the City's formal request - and despite the support voiced by multiple residents - for the City to move forward with leasing and managing the property.

Commissioner Paul Mixon, Commissioner Drew Palmer, and Chairman Trey Goodwin voted in support of Commissioner Mixon's motion, with Commissioner Sherri Cox and Commissioner Carolyn Ketchel dissenting. The final vote was thus 3-2.

Council Member Destin and Commissioner Palmer were scheduled to attend such a meeting on April 30th. However, it was decided that the meeting will be rescheduled to a date between May 12 and 15th. As of the time/date of this staff report on the morning of May 14, 2025), the meeting has not been rescheduled.

II. DISCUSSION: 1. STATE/CITY/COUNTY DISCUSSION STATUS: As noted above, Council Member Destin and Commissioner Palmer were scheduled to attend a meeting with representatives of the State on April 30th. However, it was later decided that the meeting would be rescheduled to a date between May 12 and 15th. As of the time/date of this staff report on the morning of May 14, 2025, the meeting has not been rescheduled. **Members of the City Council, City Manager, City Attorney, and residents may want to consider attending the Board of County Commissioners meeting to be held on Tuesday, May 19, 2026 at 8:30 am at:**
Okaloosa County Administration Complex - BCC Meeting Chambers

1250 Eglin Parkway North
Shalimar FL 32579 US

2. RESOLUTION 2026-13 FOR SHOREBIRD PROTECTION AND FURTHER DATA AND ANALYSIS FOR CONSERVATION FUTURE LAND USE AND ZONING: On May 4, 2026, the Florida Fish and Wildlife Commission (FWC) informed the City that the 4 acre state-acquired site is an important bird nesting area and that Audubon Florida would survey and post signage to protect nesting birds and discourage public access to sensitive areas. The

following day, Audubon surveyed the site and posted signage to protect these imperiled birds, particularly the least terns.

As previously recognized by the City Council, the Norriego Point area was formerly a bird sanctuary and has long provided important habitat for shorebirds, including the imperiled least tern. With its unique location, dunes, and conservation status, Norriego Point provides critical nesting, resting and foraging habitat for migratory and resident bird species, including species protected under State and Federal law. Please see attached Resolution 2026-13, which sets forth legislative findings supporting protection of shorebirds and their habitat at Norriego Point, including the newly acquired 3.99 acre state-owned parcel.

The Resolution formally expresses the City Council's support for protecting imperiled shorebird habitat and sensitive nesting areas at and around the City's Norriego Point Park and adjacent state-owned property. **Further, the Resolution provides that the City supports the efforts of the Florida Fish and Wildlife Commission and Audubon Florida to protect shorebirds, promote conservation practices, and educate the public on habitat protection and stewardship.**
Staff recommends adoption of Resolution 2026-13.

The Future Land Use and Zoning of the state-acquired lands remain critical considerations. Long term protection of imperiled shorebirds is best supported through minimal development and conservation land use ane zoning designations, as previously discussed by the City Council for the state-owned parcel. These conservation designations would also be consistent with the City's adjacent Norriego Point Park, which is designated and zoned for conservation.

In the event that the State (1) desires the property for use as a public park and (2) does not endeavor to use the property for residential purposes, it would be appropriate for the City to consider changing the current residential Future Land Use and Zoning designations on the state-acquired property to City Conservation,

City Staff continues to strongly recommend that the State of Florida and City Council support a Conservation Future Land Use and Zoning for the property. It is further again noted that the docking facilities on site **do not have a certificate of completion** and are currently approved for **residential purposes only**. Any nonresidential use of the docks is explicitly prohibited in the approved development order for construction of the docks. Under the conservation future land use and zoning designations, the docking facilities could be used as a fishing pier and/or public, transient slips available on a first-come, first serve basis but could **not** be used for overnight slip rentals and/or a marina (provided the City Council also amends the existing development order to allow such nonresidential purposes).

A. Link to Strategic Goals / Objectives:
B. Effect on Budget (EOB):
C. Level of Service (LOS):
D. Legislative Sponsor: Council Member Destin

E. Business Impact Statement:

III. CONCLUSION: Staff recommends adoption of Resolution 2026-13, for protection of

shoreline birds. Additionally, staff continues to recommend that if the State of Florida endeavors to use the property for nonresidential purposes, that the Future Land Use and Zoning on the property be changed to City Conservation.

IV. RECOMMENDED MOTION: I move to **adopt Resolution 2026-13 for protection of Shoreline Birds at Norriego Point, inclusive of the newly acquired State land.**

AND

Depending on whether a meeting with the State timely occurs by May 15th or not, Council may also consider formal City representation at the BCC meeting to be held on Tuesday, May 19th at 8:30am to re-evaluate next steps and ascertain the County's support for City Resolution 2026-05 (City obtaining lease and management of the state-acquired land).

Attachments:

1. Reso 26-13 Protection of Shoreline Birds Reso

RESOLUTION 26-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA; SUPPORTING THE PROTECTION, PRESERVATION, AND MANAGEMENT OF SHOREBIRD HABITAT ON AND AROUND THE CITY'S NORRIEGO POINT PARK AND ADJACENT STATE-OWNED LANDS; SUPPORTING THE EFFORTS OF THE FLORIDA FISH AND WILDLIFE COMMISSION AND AUDUBON FLORIDA TO PROTECT SHOREBIRDS; SUPPORTING THE PROMOTION OF SHOREBIRD CONSERVATION PRACTICES, PUBLIC EDUCATION, AND HABITAT STEWARDSHIP; PROVIDING FOR FINDINGS OF FACT; DIRECTING TRANSMITTAL OF THIS RESOLUTION TO THE STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Destin recognizes that coastal shorebirds are an essential part of the natural heritage, ecological diversity, and environmental health of the community; and

WHEREAS, beaches, dunes, and coastal conservation parcels, including Norriego Point, provide critical nesting, resting, and foraging habitat for migratory and resident shorebird species, including species protected under State and Federal law; and

WHEREAS, shorebird populations throughout Florida have experienced declines due to habitat loss, human disturbance, coastal development, and environmental pressures; and

WHEREAS, park and conservation parcels within the City serve as important refuges that support biodiversity, protect native ecosystems, and contribute to the long-term sustainability of coastal wildlife populations; and

WHEREAS, the protection of nesting shorebirds and their habitats promotes environmental stewardship, ecological resilience, and responsible use of public lands for present and future generations; and

WHEREAS, in December, 2025, the State of Florida acquired approximately 3.99 acres of property adjacent to Norriego Point as conservation land to be used as a future state park; and

WHEREAS, the newly acquired State property is located entirely within the municipal boundaries of the City of Destin; and

WHEREAS, the State's park property is directly adjacent to Norriego Point Park, a City-owned park that has been intentionally preserved, in conjunction with the Department of Environmental Protection, as a quiet, conservation-oriented natural area consistent with the surrounding residential character; and

WHEREAS, the City Council recognizes that Least Terns and other shorebird species known to nest within the Norriego Point area are protected under federal and state law, including protections provided by the Migratory Bird Treaty Act and regulations of the Florida Fish and Wildlife Conservation Commission; and

WHEREAS, on April 24, 2026, Audubon Florida notified the City that it intended to conduct weekly surveys for protection of shorebirds in the area of the State-acquired park and adjacent City Norriego Point Park to request the City's support to "help protect Florida's imperiled beach-nesting birds" in the area; and

WHEREAS, on May 4, 2026, the Florida Fish and Wildlife notified the City of Destin in writing that the State Park is an important site for nesting shore birds, including least terns; and

WHEREAS, on May 5, 2026, Florida Audubon conducted surveys and placed signage to educate the public about the sensitive nesting areas of shorebirds in the area of the State property and adjacent City Norriego Point Park; and

WHEREAS, public education and awareness regarding sensitive nesting areas and seasonal wildlife protections are vital to fostering community support for conservation initiatives;

and

WHEREAS, the City acknowledges the importance of collaborating with conservation organizations, state and federal wildlife agencies, volunteers, and community stakeholders to support shorebird monitoring, education, and habitat protection efforts; and

WHEREAS, preserving coastal habitats and protecting shorebird populations enhances the scenic, recreational, environmental, and economic value of the City's shoreline resources; and

WHEREAS, the State-acquired park and surrounding lands are predominantly designated for residential and conservation uses under the City's State-approved Comprehensive Plan and the City's land development regulations, reflecting the community's long-standing vision for low-impact environmental stewardship in this area; and

WHEREAS, residents living in close proximity to the property have expressed strong support for preserving the area's natural, passive recreational and conservation character including protecting shoreline birds; and

WHEREAS, the City believes that the long-term public interest would be best served by management practices that emphasize environmental preservation, passive recreation, and low-impact public access, consistent with the beautiful natural character of the site and protection of shorebirds; and

WHEREAS, the City of Destin supports the conservation and public benefit objectives of the Florida Department of Environmental, the Florida Fish and Wildlife Commission, and Audubon Florida; and

WHEREAS the City Council has determined that the policy and protections set forth in this Resolution 2026-13 serves the health, safety and welfare of residents and visitors of the City of Destin; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DESTIN, THAT:

Section 1. Recitals. The foregoing recitals are true and correct, and incorporated into this Resolution.

Section 2. City Council Policy to Protect Shoreline Birds. The City Council hereby formally expresses its support for the protection and preservation of the imperiled shorebird habitat and sensitive nesting areas on and around the City's Norriego Point Park and adjacent state-owned park property. Further the City supports the efforts of the Florida Fish and Wildlife Commission and Audubon Florida to protect shorebirds, promote conservation practices, and educate the public on habitat protection and stewardship.

Section 3. Transmittal to State of Florida. The City Clerk is directed to transmit a copy of this Resolution to the Florida Department of Environmental Protection, Florida Fish and Wildlife Commission, Audubon Florida, members of the local legislative delegation, and other appropriate officials.

Section 4. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY OF DESTIN, FLORIDA THIS 18th DAY OF MAY 2026.

_____
BOBBY WAGNER, MAYOR

ATTEST:

_____
LISA WALLACE, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
CITY OF DESTIN:

_____
KIMBERLY ROMANO KOPP
CITY ATTORNEY

ITEM # 2026-758

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2026
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

THRU: Krystal Strickland, Finance Director
Larry Jones , City Manager

FROM: Lisa Firth, Parks & Rec Director

DATE: May 13, 2026

SUBJECT: 2026 Fourth of July Fireworks

I. BACKGROUND: The City of Destin outsources the annual Independence Day Fireworks Display. The Parks & Recreation Department does not have the proper licenses or expertise to perform this function. Therefore, it is necessary to contract with a reputable vendor who has the expertise, equipment, licensing and resources. Pyro Shows, Inc. has satisfactorily provided these services for over 21 years.

II. DISCUSSION: The current request is for a resolution formally adopting the first contract extension. If this request is approved, this would be the first of five annual options for renewal between the City of Destin and Pyro Shows, Inc. to provide the scope of services outlined in RFB No. 24-08-REC for the 2026 Independence Day Fireworks Display, with an amendment to Paragraph 5: Compensation. Pyro Shows will provide our 2026 show at the price of $39,100.

A. Link to Strategic Goals / Objectives: Strategic Goal #2: Enhance quality of life and safety for families.

B. Effect on Budget (EOB): The FY 2026 adopted budget included $40,000 specifically for the July 4th fireworks show. The estimate for the July 4th 2026 basic show is $39,100.
001.5740.534000 Special Events - Contracted Services.

C. Level of Service (LOS):

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: Pyro Shows, Inc. has consistently demonstrated their commitment to providing Destin's residents, visitors and businesses with a world-class Independence Day Fireworks Display. Staff requests Council's approval of Resolution 26-08 approving the fireworks contract extension and amendment with Pyro-Shows, Inc. and authorizing the City Manager to execute the extension.

IV. RECOMMENDED MOTION: I move to adopt Resolution 26-08 for Pyro Shows to provide Destin' s Independence Day Fireworks show on July 4th and authorize the City Manager to execute the contract on behalf of the City.

Attachments:

1. Resolution for Fireworks Contract Extension - First
2. Exhibit A - Pyro Shows - First Contract Extension
3. SMSC_KM26042213210
4. @FINAL Contract Pyro Shows and City of Destin 7.4.2025

RESOLUTION 26-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, RENEWING THE INDEPENDENCE DAY FIREWORKS CONTRACT FOR JULY 4TH, 2026 BETWEEN THE CITY OF DESTIN AND PYRO SHOWS, INC.; PROVIDING FOR AN EFFECTIVE DATE; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT EXTENSION FOR AND ON BEHALF OF THE CITY OF DESTIN.

WHEREAS, Pyro Shows, Inc., has adequately provided Destin's Independence Day Fireworks show for the past 21 years; and

WHEREAS, the City desires to continue to secure pyrotechnic services with Pyro Shows, Inc. as detailed in the original contract; and

WHEREAS, the original contact provides for up to five one-year contract extensions when mutually agreed upon by both parties; and

WHEREAS, this constitutes the first such extension as provided for in the original contract with an amendment change; and

WHEREAS, Pyro Shows, Inc., Inc. has agreed to render the City of Destin pyrotechnic services for which the City desires to contract.

NOW, THEREFORE, BE IT RESOLVED that the City of Destin, by and through its Council, formally accepts and adopts the first of five Annual Contact Extensions, attached hereto as Exhibit "A" between the City of Destin and Pyro Shows, Inc., for the provision of Destin's annual Independence Day Fireworks display to be held on July 4th, 2026.

BE IT FURTHER RESOLVED that the City Manager of the City of Destin is formally authorized to execute the first contract extension for and on behalf of the City of Destin, which Agreement is attached hereto as Exhibit "A" and made a part hereof.

ADOPTED THIS 4th DAY OF MAY 2026
BY:

_____
Bobby Wagner, Mayor

ATTEST:

_____
Rey Bailey, City Clerk

The form and content of the above Resolution is hereby approved for legal sufficiency

_____
Kimberly Romano Kopp, City Attorney

FIRST CONTRACT EXTENSION AGREEMENT FY-2026

INDEPENDENCE DAY FIREWORKS DISPLAY

This First Contract Extension Agreement ("Agreement") dated __ day of _____, 2026, is between the City of Destin, Florida, 2400 Indian Bayou Trail, Destin, Florida 32541 (the "City") and Pyro Shows, Inc., 701 West Central Avenue, La Follette, Tennessee 37766 ("Contractor"), to provide the City's 2024 Independence Day Fireworks Display on July 4th, 2026 (Rain date: July 5th, 2026).

It is expressly agreed by the parties that this is the **first of five possible one-year extensions** to the Contract (RFB No. 14-08-REC) originally approved by the Destin City Council on December 16, 2014, and (together the original contract together with the amendment shall be referred to as the "Contract as Amended"). This first amendment provides the agreement between the parties for the 2026 Independence Day Fireworks Display. All terms of the Contract remain in full force and effect if not explicitly amended herein and shall apply for FY 2026.

The terms of the Contract as Amended are made a part hereof as though expressly rewritten, incorporated, and included herein.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals on the day and year first above written.

CITY OF DESTIN, FLORIDA

BY:_____
Larry Jones, City Manager

ATTEST:

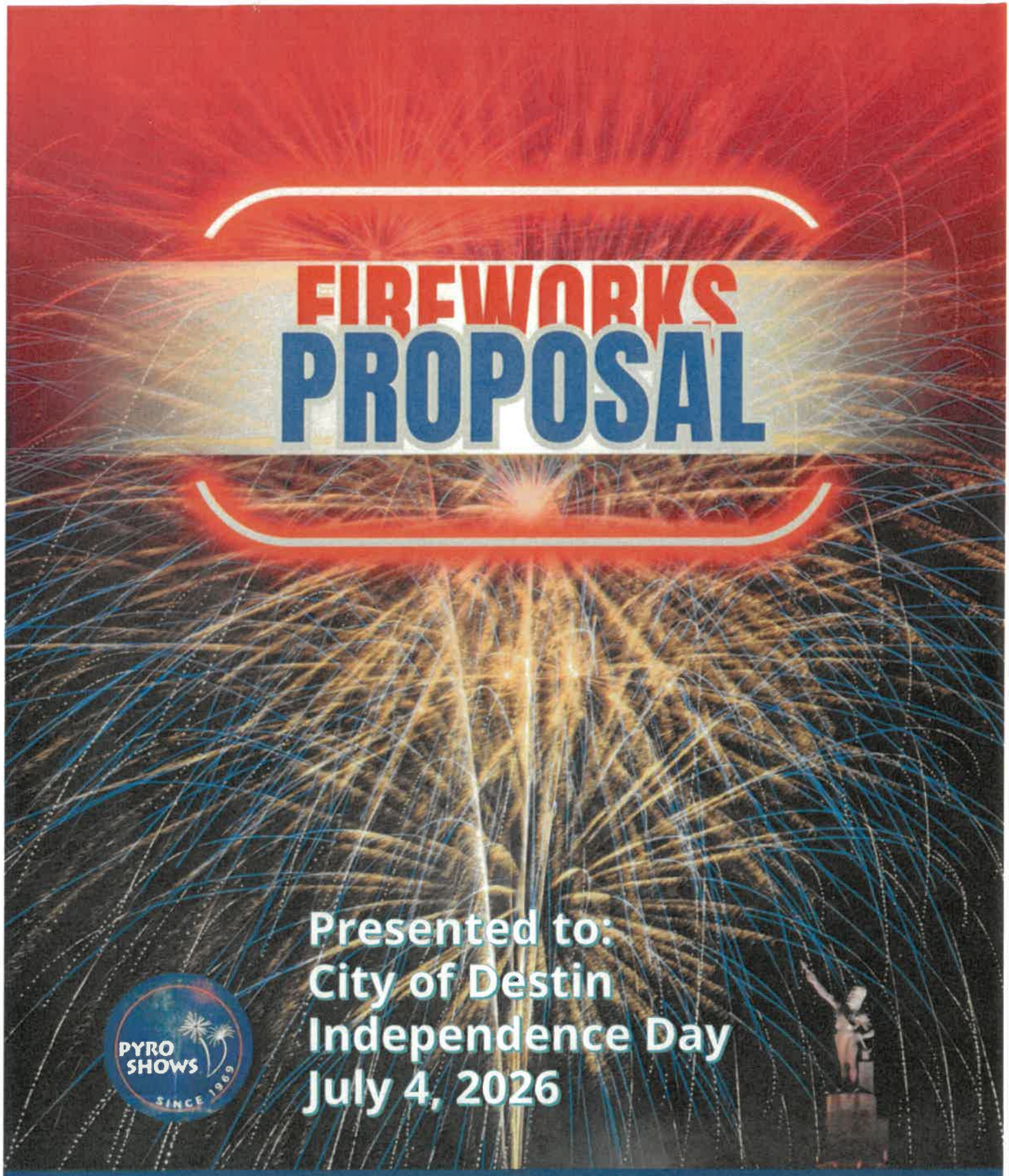
BY:_____
Rey Bailey, City Clerk

PYRO SHOWS, INC.

By:_____
Name: Lansden E. Hill, Jr.
Title: President & CEO

Date:_____

FIREWORKS PROPOSAL



Presented to:
City of Destin
Independence Day
July 4, 2026

PYRO SHOWS SINCE 1969

pyroshows.com

800.662.1331

Your Event

City of Destin Independence Day
Show Date: July 4, 2026
Show Amount: $39,100 ($37,328.10 + $1,861.90 Tariff)
22 Minute Show Synchronized to Music

As a professional firework display company, Pyro Shows' key objectives are to provide a **SAFE** and **EPIC** show! Several factors must align to achieve a successful production at a cost-effective price point for you.

Pyro Shows uses a combination of proprietary methods along with the latest technology.

Safety

Anytime explosives are handled, safety should be at the absolute top of the priority list. Pyro Shows' company culture begins with safety and exceeds beyond regulatory requirements.

Innovative Technology

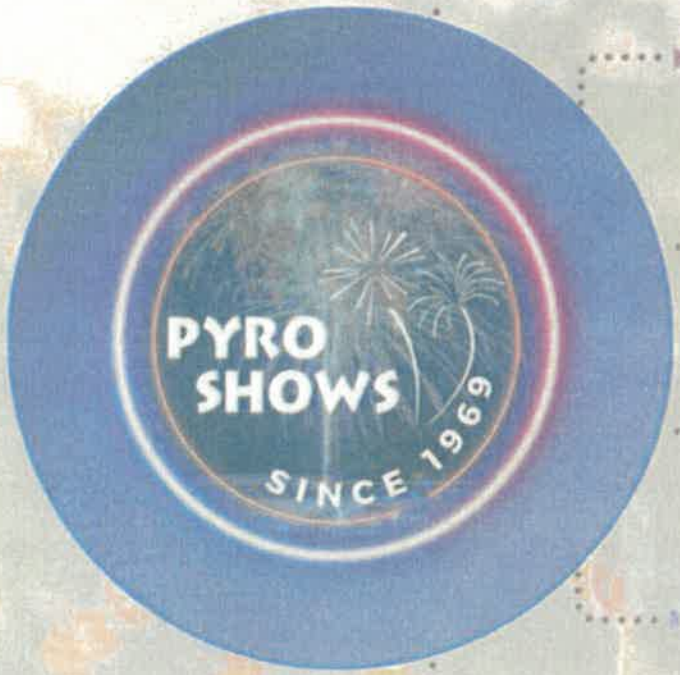
Our firing method for professional displays is a combination of firing equipment developed by Pyro Shows in conjunction with the latest firing systems technology.

Production Value

We begin with your vision and bring it to life by designing a custom, turn-key production. Our products are carefully selected from reputable suppliers, then tested internally to monitor safety and evaluate performance.

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Premium Products & Premium Performance



- Highly Rated for Exceptional Visual Performance
- Products Consistently Rated for High Performance
- Customization to Achieve Maximum Satisfaction
- Shows Staffed with Top Pyrotechnicians in the Industry
- Regular Safety & Quality Assurance Testing
- Highly Experienced in Indoor & Outdoor Venues

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Show Design

The Show Design summary is the total number of main body aerial fireworks, cake effects, and grand finale fireworks that make up the total spectacular show design!

City of Destin Independence Day
July 4, 2026
Show Duration: 22 Minutes
$39,100.00
($37,238.10 + $1,861.90 Tariff)

Main Body

Size	MEGA Qty	ULTRA Qty	PREMIER Qty	EPIC Qty	Sub Total
4" Shell	80	80	20	20	200
5" Shell	64	64	16	16	160
6" Shell	48	48	12	12	120
8" Shell	2	2	2	2	8
				Main Body Total	488

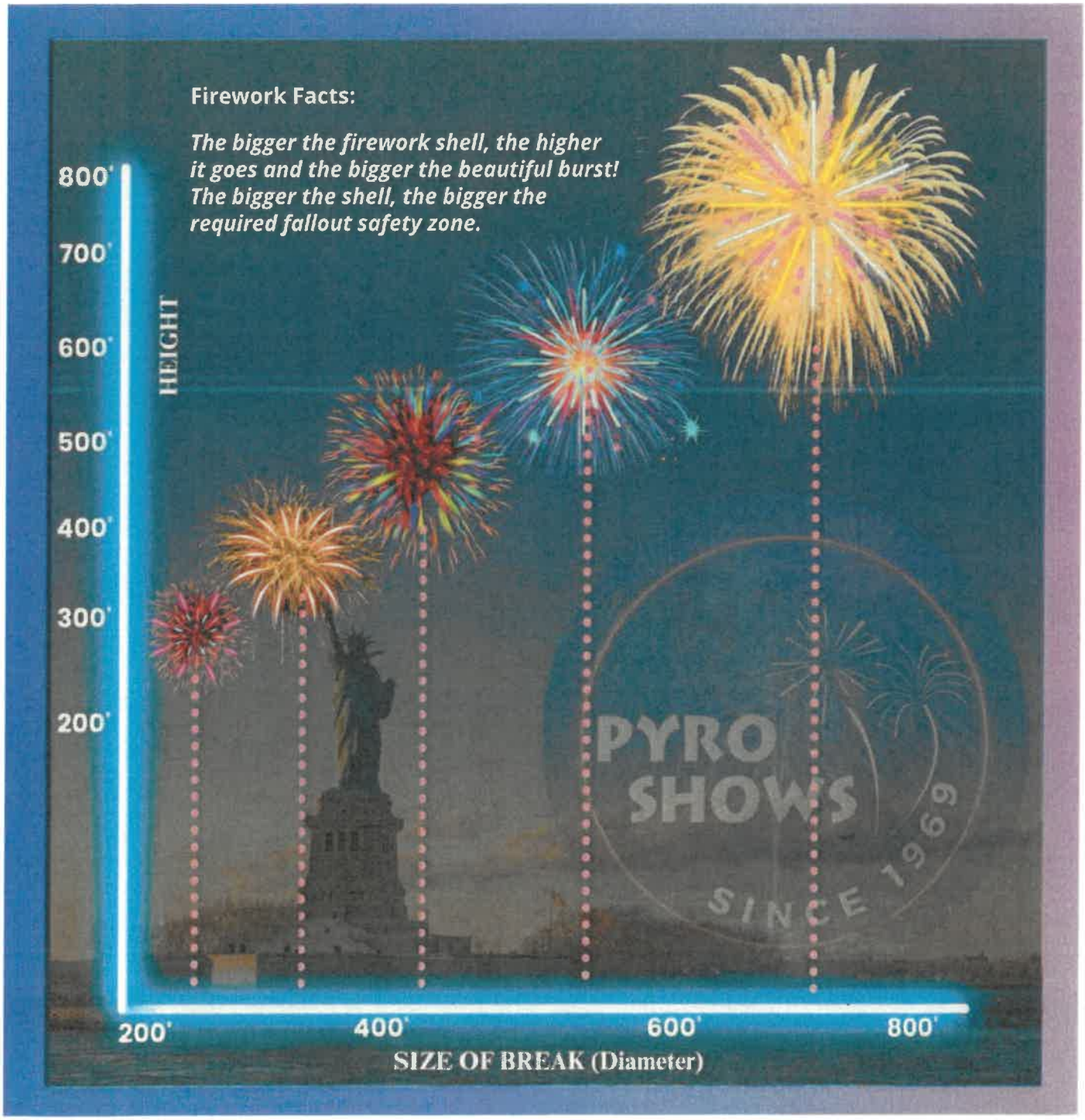
Grand Finale

Size	MEGA Qty	ULTRA Qty	PREMIER Qty	EPIC Qty	Sub Total
3" Shell	96	96	24	24	240
4" Shell	16	16	4	4	40
5" Shell	12	12	4	4	32
6" Shell	10	10	2	2	24
8" Shell	0	0	1	1	2
				Grand Finale Total	338
				Total Shell Count	826

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Aerial Shells

When you think firework "shell", think of a rounded firecracker that comes in 5 sizes. Check our graphic below. If a 3-inch shell goes 300 feet high and has a 300- foot diameter burst, an 8-inch shell climbs 800 feet with a burst 800 feet in diameter! We've checked your venue with satellite imaging and have determined the largest fireworks that may be launched safely.



All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Seriously Safe

Pyro Shows Safety Protocols

Although fireworks are fun and festive, Pyro Shows is very serious about safety. Our company culture revolves around "best safety practices" and routine safety training. Safety is not just our job, it's our number one priority!

Check the Facts

Before anyone hires a fireworks company, we encourage fact-checking **all firework companies** that are contenders! Although it often comes down to dollars and ***cents***, choosing the right company should always make ***sense***. Consider specific criteria including **company experience, reputation, regulatory compliance, customer service, and insurance coverage (general liability, auto, workers' compensation).** Also, verify the company has a USDOT number and Hazmat Safety Permit, specifically for 1.3g explosives.



All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

PYROfessionals

We are passionate about being "**PYRO**fessionals" which encompasses several key factors that include safety methods, customer service, and industry experience. Our job is to make your venue more spectacular than ever!

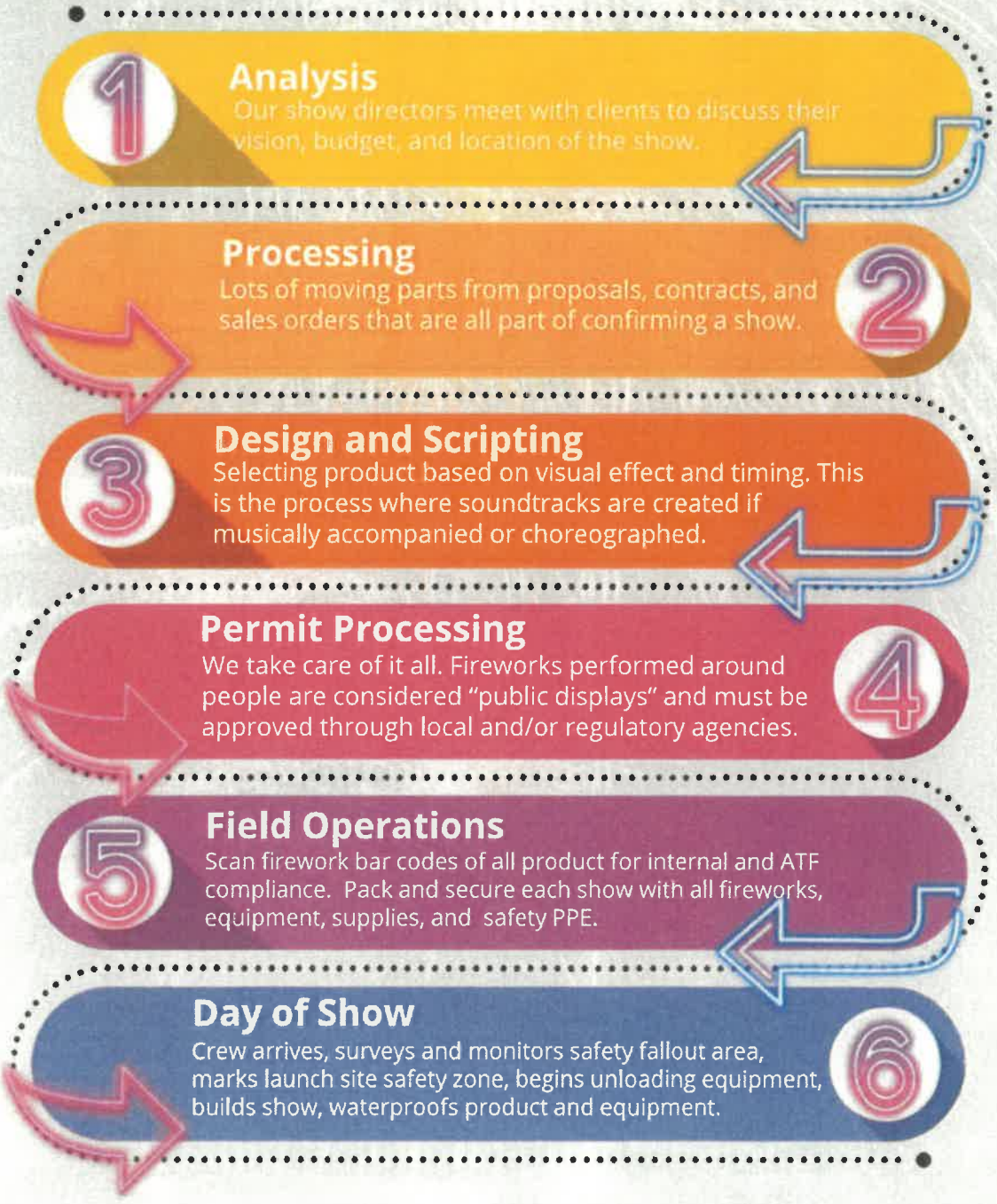


All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Our Process

The professional fireworks industry is a very unique industry. For every show we do, from a small birthday party to an extravaganza on the 4th of July, *each show* goes through a workflow of multiple layers. You don't have to worry about any of the details. That's OUR job!

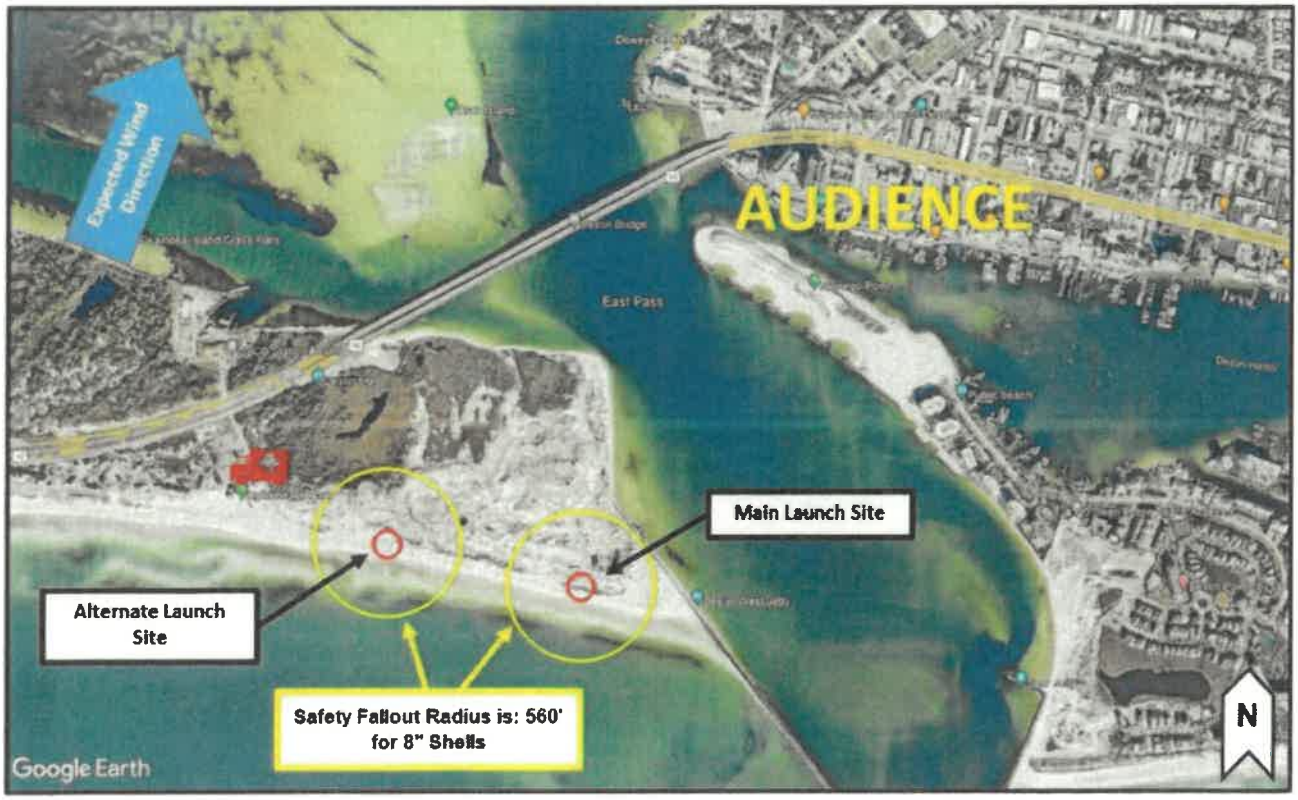
Here is a ***brief*** summary of the attention Pyro Shows will give YOUR show!



All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Site Diagram

Below is a site diagram which is a satellite image of your venue. The circles indicate the safety fallout radius. The safety distance is calculated based on the largest size firework in the show design. A site survey and satellite view confirm we are the required distances away from roadways, parking lots, any occupied dwellings, and powerlines.



All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Insurance & Compliance

Included Services/Regulatory Requirements

All pyrotechnic permit applications, supporting documents, and processing fees required by:

City
County
State
US Coast Guard
FAA NOTAM (Federal Aviation Administration "Notice to Airmen")

Insurance Coverage

General Liability	$10,000,000
Auto Liability	$10,000,000
Workers Comp	$ 1,000,000

Workers' Comp includes U.S. Longshoreman and Harbormaster coverage.

Insurance Agencies:

Britton-Gallagher- Acrisure Partner

E.E. Hill Insurance

Pyro Shows operates with full regulatory compliance and maintains all necessary credentials, including:

- State Display Exhibitor and Sale of Fireworks licenses
- Bureau of Alcohol, Tobacco, Firearms, and Explosives (BATFE)
- License/Permit for the Manufacture and Import of Explosives
- USDOT Hazardous Materials Certificate of Registration
- Hazardous Materials Safety Permit specific to 1.3G explosives

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Regulatory

Federal Importer of Explosive License: Bureau of Alcohol, Tobacco, Firearms, and Explosives. **1-TN-013-24-TC-12205**

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.81. See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To: ATF - Chief, FELC, 244 Needy Road, Martinsburg, WV 25405-9431

License/Permit Number: 1-TN-013-24-7C-12205

Chief, Federal Explosives Licensing Center (FELC): Marna Howard

Expiration Date: March 1, 2027

Name
PYRO SHOWS INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
115 NORTH 1ST ST
LA FOLLETTE, TN 37766-0000

Type of License or Permit
24-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Licensee/Permittee Responsible Person Signature: Carolyn Hall
Position/Title: President
Printed Name: Travis E Hall Sr
Date: 3/25/24

Mailing Address (Changes? Notify the FELC of any changes.)
PYRO SHOWS INC
P O BOX 1776 ATTN:KEYBA SUTTLES
LA FOLLETTE, TN 37766-0000

ATF Form [illegible] Part 1
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))* Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession *(27 CFR 555.59)* (a) Certain persons other than the licensee or permittee may assume the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for the business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

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Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: PYRO SHOWS INC

Business Name:

License/Permit Number: 1-TN-013-24-7C-12205

License/Permit Type: 24-IMPORTER OF EXPLOSIVES

Expiration: March 1, 2027

Please Note: Not Valid for the Sale or Other Disposition of Explosives

Regulatory

Federal Manufacturer Explosive License: Bureau of Alcohol, Tobacco, Firearms, and Explosives. **1-TN-013-24-TC-12206**

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.31. See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To: ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number: 1-TN-013-20-7C-12206
Chief, Federal Explosives Licensing Center (FELC)	Expiration Date: March 1, 2027

Name
PYRO SHOWS INC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
115 NORTH 1ST ST
LA FOLLETTE, TN 37766-0000

Type of License or Permit
20-MANUFACTURER OF EXPLOSIVES

Purchasing Certification Statement
The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Licensee/Permittee Responsible Person Signature: [signature] — Position/Title: PRESIDENT
Printed Name: LARRY E. HILL, JR — Date: 3/25/24

Mailing Address (Changes? Notify the FELC of any changes.)
PYRO SHOWS INC
PO BOX 1776 ATTN KEYSA SUTTLES
LA FOLLETTE, TN 37766-0000

Previous Edition is Obsolete — ATF Form 5400.14/5400.15 Part I (Revised September 2011)

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))* Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession *(27 CFR 555.59)* (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for the that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

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Federal Explosives License/Permit (FEL) Information Card
License/Permit Name: PYRO SHOWS INC
Business Name:
License/Permit Number: 1-TN-013-20-7C-12206
License/Permit Type: 20-MANUFACTURER OF EXPLOSIVES
Expiration: March 1, 2027
Please Note: Not Valid for the Sale or Other Disposition of Explosives

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Member in Good Standing

Pyro Shows is an active *Member in Good Standing* of the *American Pyrotechnic Association* (APA). This signifies that we comply with the association rules, by-laws, and code of ethics in the industry of pyrotechnics.

The APA has led the fireworks industry, promoting safety in the design and use of all types of legal fireworks. Its members are committed to safety and regulatory compliance.



APA

AMERICAN PYROTECHNICS ASSOCIATION

THIS IS TO CERTIFY THAT

Pyro Shows, Inc.

IS A MEMBER IN GOOD STANDING

As such, this firm is committed to the American Pyrotechnics Association's mission to preserve, protect, and promote the American tradition of fireworks by encouraging safety in design & use of all types of fireworks and advocating reasonable regulation of the industry

Michael Ingram – APA President

Julie L. Heckman – APA Executive Director

Preserving and Promoting an American Tradition

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

DOT Insurance

Endorsement for Motor Carrier Insurance Policy

FORM MCS-90 **OMB No.: 2126-0008 Expiration: 08/30/2027**

USDOT Number: 458818 **Date Received:** 12/05/2024

Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. No requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration, Registration Division.

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clerk, Office Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.

United States Department of Transportation
Federal Motor Carrier Safety Administration

Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980

FORM MCS-90

Issued to Pyro Shows, Inc *(Motor Carrier name)* **of** Tennessee *(Motor Carrier state or province)*

Dated at 12:00 noon **on this** 5th **day of** December, 2024

Amending Policy Number: GCD0010023-241 **Effective Date:** 11:01.2024

Name of Insurance Company: Everest Denali Insurance Company

Countersigned by: Cavd S Nikolai *(authorized company representative)*

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown *(check only one)*:

- ◉ This insurance is primary and the company shall not be liable for amounts in excess of $ 1,000,000 for each accident.
- ○ This insurance is excess and the company shall not be liable for amounts in excess of $ _____ for each accident in excess of the underlying limit of $ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: _____

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice); and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13902, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at https://portal.fmcsa.dot.gov/UrsRegistrationWizard.

Continued on next page

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

DOT Insurance

Endorsement for Motor Carrier Insurance Policy (Excess Policy)

FORM MCS-90 OMB No.: 2126-0008 Expiration: 06/30/2027

USDOT Number: 456818 Date Received: 12/09/2024

Please note, the expiration date as stated on this form relates to the process for renewing the Information Collection Request for this form with the Office of Management and Budget. This requirement to collect information as requested on this form does not expire. For questions, please contact the Office of Registration and Safety Information, Registration, Licensing, and Insurance Division.

A Federal Agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0008. Public reporting for this collection of information is estimated to be approximately 2 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, Washington, D.C. 20590.

United States Department of Transportation
Federal Motor Carrier Safety Administration

Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980

FORM MCS-90

Issued to PYRO SHOWS INC (Motor Carrier name) of Tennessee (Motor Carrier state or province)

Dated at 12:00 noon on this 09th day of Dec, 2024

Amending Policy Number: UXP103437505 Effective Date: 12/01/2024

Name of Insurance Company: Arch Specialty Insurance Company
3100 Broadway, Suite 511, Kansas City, MO, 64111

Countersigned by: Nicholas Krekelberg (authorized insurance representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- This insurance is primary and the company shall not be liable for amounts in excess of $ N/A for each accident.
- This insurance is excess and the company shall not be liable for amounts in excess of $ 4,000,000.00 for each accident in excess of the underlying limit of $ 1,000,000.00 for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA to verify that the policy is in force as of a particular date, the telephone number to call is: 651-855-4527

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice) and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, DC).

Filings must be transmitted online via the Internet at https://portal.fmcsa.dot.gov/UrlRegistrationWizard/.

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All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Next Steps

We hope you have enjoyed reviewing our ideas for your show!

Now that you have had a chance to see into the process behind designing and executing your show, here are the next steps.

Ask questions and discuss any desired changes

If you're new to this process, it's typical to have questions. Remember that customization is key! We will make the changes necessary to bring the vision of your event to life. If you have no questions, let's move to the next step.

Accept the Proposal as Presented

Contact us via phone and/or email to let us know you're happy with our proposal and are ready to move forward with confirming your show.

Finalize and Sign the Show Contract

We will send you a show contract. A signed contract finalizes the details of your show and reserves your show date. A signed contract is the document required by our insurance carrier to ensure that you, our customer, and your audience are covered under the terms of our General Liability Policy.

Submit an Initial Deposit Payment

The payment terms are agreed upon in advance and referenced in the show contract.



All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Thank you!

Please feel free to reach out to us with any comments or questions. We look forward to working for you and making your Independence Day Celebration an *even more **EPIC*** one!



All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

CITY OF DESTIN, FLORIDA

CONTRACT

REQUEST FOR BIDS (RFB) NO. 24-08-REC
DESTIN'S INDEPENDENCE DAY FIREWORKS DISPLAY

On December 16, 2024 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City**, accepted the bid of Pyro Shows, Inc, herein referred to as the **Contractor**, for Bid Item – Destin's Independence Day Fireworks Display, FY 2025 Budget as stated in Section II, Scope of Work of the City of Destin RFB No. 24-08-REC. Contractor's bid responses are included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR RFB NO. 24-08-REC; Destin's Independence Day Fireworks Display, as follows:

1. Entire Agreement:

This Contract represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Provisions of this Contract may be amended only by written instrument approved by the Destin City Council and signed by the City Manager and Contractor.

2. Intent of Contract:

This Contract is for the purchase, execution and clean-up of Fireworks Display as described in RFB No. 24-08-REC. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within Exhibit "A" for Bid 24-08-REC.

3. Term of Contract and Time Extensions:

This is a one year continuing service contract with five additional one-year renewable contracts for the Independence Day Fireworks Display. Contractor must have adequate licensed personnel and equipment to complete the project within the time allocation. Refer to Exhibit-A1, "DETAILED PERFORMANCE SPECIFICATIONS" outlined in 24-08-REC.

Time is of the essence in the performance of the Work under the Contract. The Destin's Independence Day Fireworks Display will take place on July 4th at 9:00pm annually (rain date July 5th at 8:30 pm annually). Contractor shall commence the Work no later than ten days from receipt of Notice to Proceed. Contractor shall secure Firework permitting through the Okaloosa Island Fire Control District and the Destin Fire Control District as required. No work shall be performed by the Contractor prior to the Commencement Date established within the Notice to Proceed. Contractor shall provide notice as may be required within the technical specifications and permits, attached hereto and made a part hereof, to all regulatory agencies or parties having jurisdiction or interest in this contract. Contractor shall diligently pursue the completion of the work and shall be solely responsible for all construction means, methods, techniques, sequences and procedures, as well as coordination of all portion of the Work under the Contract.

Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of the Contractor, and not due to its fault or neglect, including but not restricted to acts of God or the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, turtle nesting, strikes or lockouts, Contractor shall notify the City within one (one)hour via phone or email after the commencement of such delay, stating the causes thereof or be deemed to have waived any right which Contractor may have to request a time extension or location change.

4. Time for Performance and Liquidated Damages:

The Contractor agrees to schedule and complete all authorized Work for the Destin's Independence Day Fireworks Display for the satisfactory approval and acceptance by the City not later than July 6th annually. City and Contractor recognize that

since time is of the essence for this Contract, the City will suffer financial loss if the Work is not completed and approved within the time specified. Should the Contractor fail to complete the Work within the time period noted above, the City shall be entitled to assess, as liquidated damages, but not as a penalty, $500 for each calendar day thereafter until completion is achieved to the satisfaction and acceptance of the City.

Duration Shortfall Penalty: Should the duration of the pyrotechnics display not fulfill the minimum duration requirements outlined in RFP 24-08-REC, at its discretion, the City shall assess a penalty of $1,000 for each minute of the display's shortfall.

5. Compensation:

All payments upon contract are contingent upon the Contractor's Work being acceptable to the City. For satisfactory completion and acceptance of the Work, the City agrees to pay the Contractor in accordance with the terms of this Agreement and the Bid Form submitted by the Contractor. For purposes of this Contract, total compensation sum shall be $34,000.00. In no instance shall the City pay more than fifty-percent (50%) of the total contract sum until their acceptance of the Work. In the event the City agrees to progress payments on the contract, Contractor shall be entitled to one payment application by submitting an invoice requesting a draw.

6. Changes in the Work:

City shall have the right at any time within reason during the progress of the Work to increase or decrease the Work. Promptly having being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. No addition or changes to the Work shall be made except upon written order of the City and the City shall not be liable to Contractor for any increased compensation without such written order. No officer, employee or agent of the City is authorized to direct any extra or changed Work orally. A change order, in the form attached as Exhibit "B" shall be issued and executed promptly after an agreement is reached between the Contractor and City concerning any requested changes as detailed by the itemized estimate. Contractor shall promptly perform changes authorized by duly executed change orders.

7. Bonds:

No bond is required of this contract. If bond is required, then the Contractor shall provide at its expense Performance and Payment Bonds in the amount of 120% of the Total Contract Price stated in Section 5. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to the City; provided, however, the surety shall be rated as "A" or better.

8. Insurance:

Contractor shall, during the performance of the contract, maintain Worker's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor, Comprehensive General Liability Insurance, Auto Liability Insurance, Builder's Risk Insurance, all with companies and in the form and amounts acceptable to the City. Said certificates of insurance of contractor are attached hereto and made a part hereof by reference. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors.

Evidence of Insurance: Contractor shall provide the City Certificates of Insurance naming the City as an additional insured. All binders, policies, or certificates of insurance shall provide for at least ten days notice from insurers to the City of any cancellation or amendment to any of the insurance policies.

9. Indemnification:

Contractor shall indemnify, defend, save, and hold City, its agents and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including attorney's fees(including regulatory and appellate fees), arising out of , because of, or due to any accidents arising in any manner on account of the exercise or attempted exercise of Contractor's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the City.

10. Licensing:

The Contractor shall obtain all permits and maintain at his expense all professional and business certificates and licenses required by law and as necessary to perform services under this Contract. If Contractor performs any Work without obtaining, or contrary to, permits and licenses, Contractor shall bear all costs arising there from. The City may waive fees for City controlled permits, but in no instance can the City waive permit requirements nor fees beyond their control.

10. Public Records. Contractor shall comply with Florida Public Records Laws, specifically to:

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

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

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

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

11. Cancellation:

City reserves the right to cancel this Contract prior to issuance of Notice to Proceed.

12. Performance of Work/Responsibilities:

The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A," which includes the following exhibits, attached in their entirety and as completely as if incorporated herein:

Exhibit "A-1": Request for Bids No. 24-08-REC, Destin's Independence Day Fireworks Display
Exhibit "A-2": (Contractor's), Bid Form and Information Submittal

13. Final Payment:

After the event, the Contractor shall furnish the City with an invoice indicating the final amount due. Payment will be made if all work has been deemed acceptable by the City. The City reserves the right to reduce the final payment to cover penalties assessed when applicable.

14. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or their designee determines that all requirements and conditions have been satisfactorily met and the City Manager or their designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

In the event the City Manager decides to terminate this Contract for the Contractor's failure to perform satisfactorily or meet its other responsibilities under the Contract, the City Manager will give the Contractor five (5) days' notice, whereupon the Contract will terminate, unless during the notice period the Contractor cures the failure to perform or meets its other responsibilities under the Contract to the satisfaction of the City Manager.
Upon Contract termination for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract

and accepted by the City Manager or their designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Contractor in the event the City Manager terminates the Contract.

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims.

In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

15. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in their discretion, determines that such termination is in the City's best interest. Any such termination shall be effected by the City Manager giving at least five (5) days' notice to the Contractor, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

As to termination for convenience, after receipt of the date of termination, the Contractor shall stop all work as specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated; immediately transfer all documentation and paperwork for terminated work to the City; and terminate all contractors and subcontracts and settle all outstanding liabilities and claims.

16. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

17. Miscellaneous:

17.1 Governing Law

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

17.2 Severability

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

17.3 Sovereign Immunity

Nothing contained herein is intended to nor shall be construed to waive the City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

17.4 Construction

The Parties have participated jointly in the negotiation and drafting of this Contract. In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the Parties and no presumption or burden

of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provision of this contract.

17.5 Attorney's Fees

In any dispute relating to this contract each party shall be responsible for their respective attorney's fees and costs.

17.6 Notices

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

As to the City:

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

As to the Contractor:

Pyro Shows,Inc.
Lansden E. Hill, JR, President
P.O. Box 1776
115 North 1st St.
LaFollette, TN 37766

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the _____ day of _____, 2024.

CITY OF DESTIN

By: _____
Larry Jones
City Manager

ATTEST:

_____
Rey Bailey
City Clerk

SEAL

APPROVED AS TO LEGAL FORM:

(SEE ATTACHMENT 1)
City Attorney
Kim Kopp

CONTRACTOR:

By: _____
(Signature)

LANSDEN E HILL JR
(Printed Name)

PRESIDENT
(Title)

_____
Witness

_____
Witness

ATTACHMENTS (1)
Legal Form Approval

ITEM # 2026-812

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

THRU: Krystal Strickland, Finance Director
Larry Jones , City Manager

FROM: Lisa Firth, Parks & Rec Director

DATE: May 12, 2026

SUBJECT: Additional Fireworks or Drone show to enhance our Firework show on July 4.

I. BACKGROUND: Requesting a Fireworks or Drone show as an addition to the $39,100 Fireworks show on July 4. The additional show will be $10,000. Parks Foundation has set up a fund for contributions to go directly to the $10.000 towards the extra show.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): The FY 2026 adopted budget included $40,000 specifically for the July 4th fireworks show. The estimate for the July 4th 2026 basic show if the contract with Pyro Shows is approved, is $39,100.
001.5740.534000 Special Events - Contracted Services.

If Council chooses to expend an additional $10,000 to expand the July 4th show, the current adopted budget can pay for this additional cost without need for a Budget Amendment. However, we are optimistic that the Parks Foundation may raise the majority of the funds needed for the proposed enhanced show.

C. Level of Service (LOS):

D. Legislative Sponsor: Mayor

E. Business Impact Statement:

III. CONCLUSION:

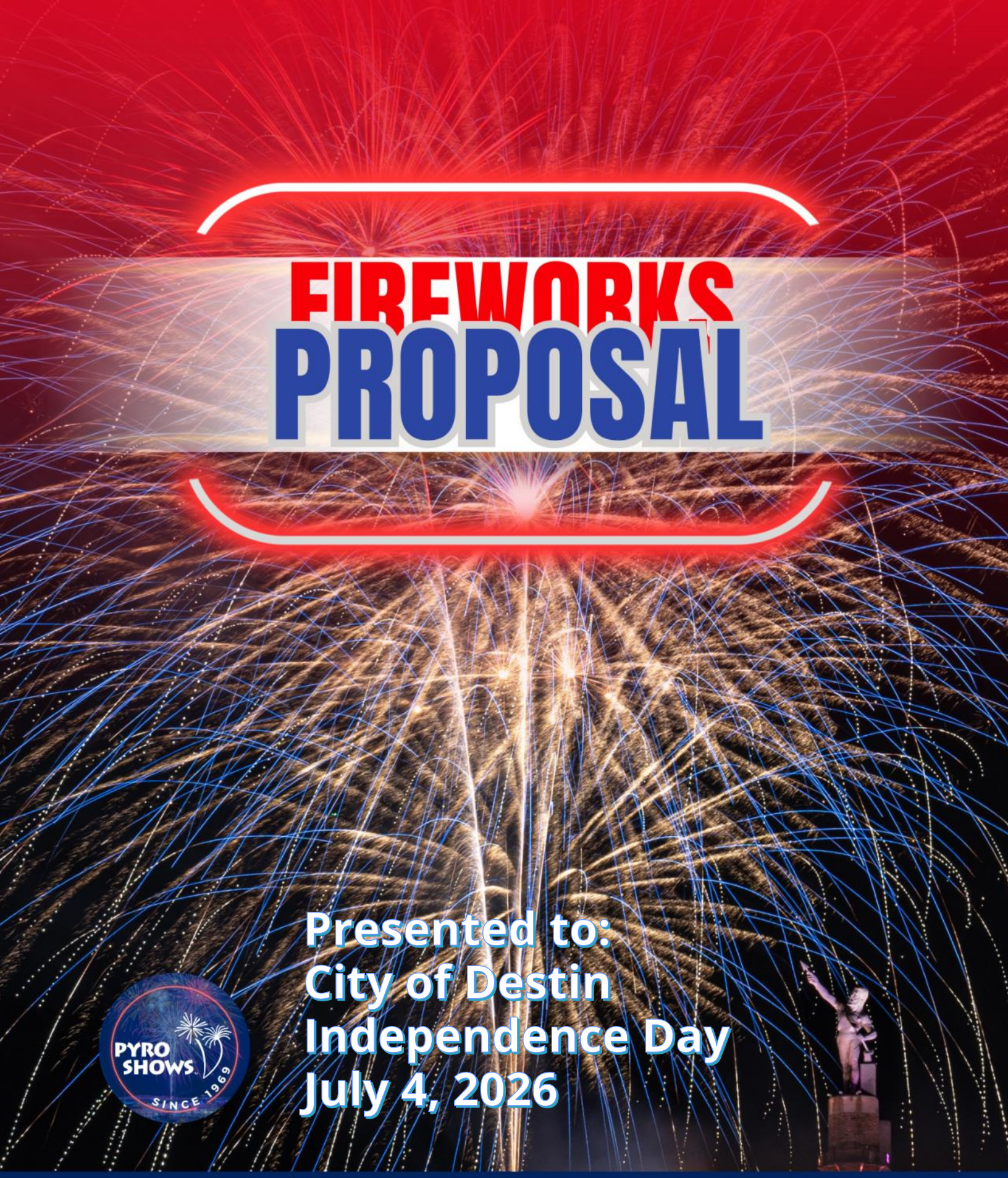
IV. RECOMMENDED MOTION: Move to spend $10,000 on extra fireworks for the July 4th Fireworks.

Move to spend $10,000 towards a Drone show to enhance the July 4th Fireworks

Attachments:

1. Proposal - Extra Sponsorship - City of Destin 7.4.2026

FIREWORKS PROPOSAL



Presented to:
City of Destin
Independence Day
July 4, 2026

PYRO SHOWS SINCE 1969

pyroshows.com
800.662.1331

Your Event

City of Destin Independence Day
Show Date: July 4, 2026
Cost: $5000 Extra Finale
$3000 LED "250" Light Logo

As a professional firework display company, Pyro Shows' key objectives are to provide a **SAFE** and **EPIC** show! Several factors must align to achieve a successful production at a cost-effective price point for you.

Pyro Shows uses a combination of proprietary methods along with the latest technology.

Safety

Anytime explosives are handled, safety should be at the absolute top of the priority list. Pyro Shows' company culture begins with safety and exceeds beyond regulatory requirements.

Innovative Technology

Our firing method for professional displays is a combination of firing equipment developed by Pyro Shows in conjunction with the latest firing systems technology.

Production Value

We begin with your vision and bring it to life by designing a custom, turn-key production. Our products are carefully selected from reputable suppliers, then tested internally to monitor safety and evaluate performance.

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Red, White, Blue Extra Finale

Add a special RED, WHITE, and BLUE finale as a special salute to celebrate and honor America's 250th birthday!

Duration: 1 Minute

Cost: $5,000

(Finale $4,761.90 +$238.10 Tariff)

Red, White, & Blue EXTRA FINALE					
SIZE	MEGA QTY	ULTRA QTY	PREMIER QTY	EPIC QTY	SUB TOTAL
3" Shell	96	96	24	24	240
4" Shell	16	16	4	4	40
5" Shell	13	13	3	3	32
6" Shell	10	10	2	2	24
				Total Red, White, Blue Finale Shots	336

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

“250” LED Light Logo

Add a “250” LED light logo displayed on Norriego Point for an extra element to celebrate America’s 250th

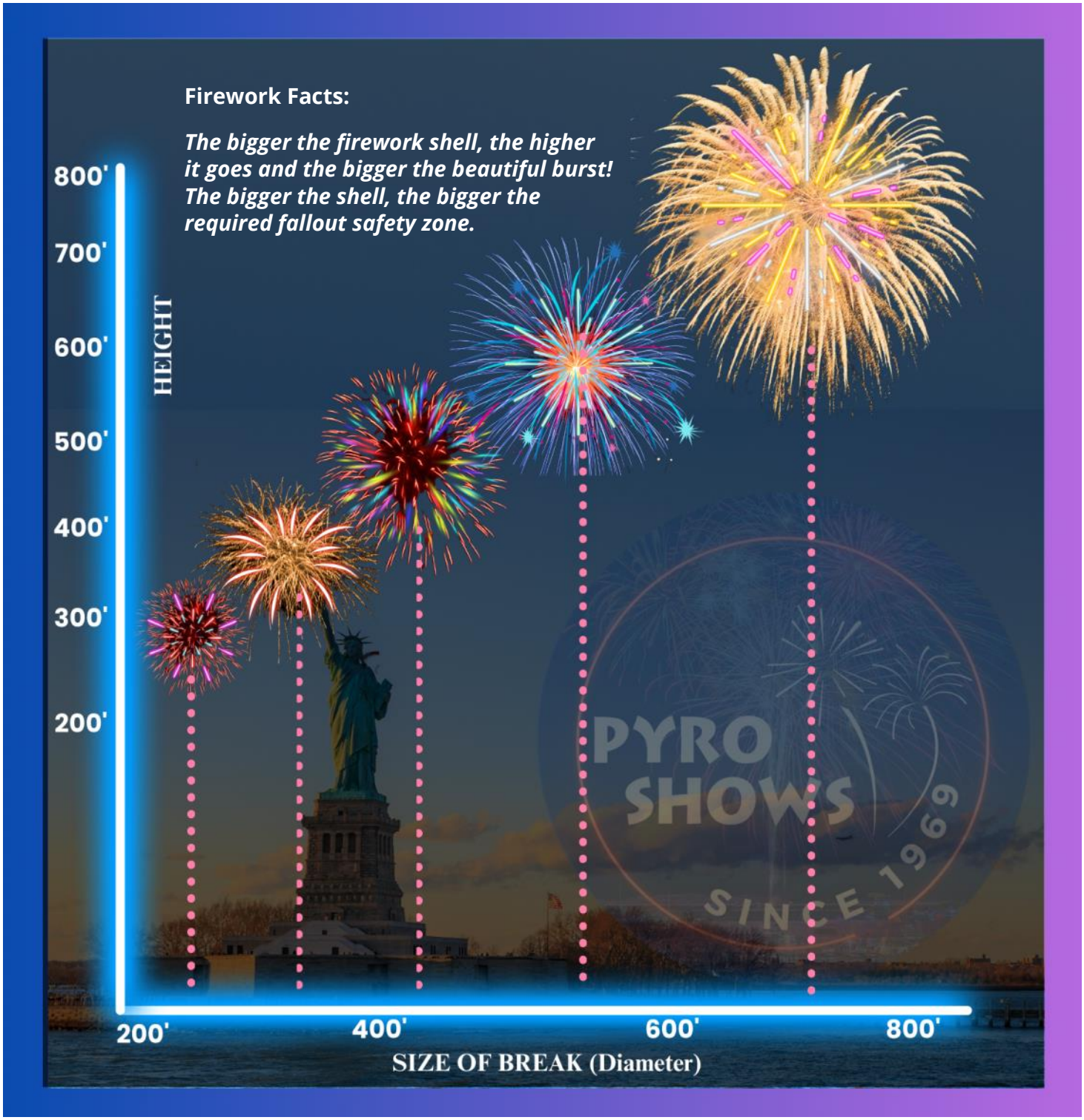
Cost: $3,000		
Qty.	**Description**	**Price**
1	250 LED Light Logo	$3,000
	Total	$3,000



All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Aerial Shells

When you think firework “shell”, think of a rounded firecracker that comes in 5 sizes. Check our graphic below. If a 3-inch shell goes 300 feet high and has a 300- foot diameter burst, an 8-inch shell climbs 800 feet with a burst 800 feet in diameter! We’ve checked your venue with satellite imaging and have determined the largest fireworks that may be launched safely.



All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Seriously Safe

Pyro Shows Safety Protocols

Although fireworks are fun and festive, Pyro Shows is very serious about safety. Our company culture revolves around "best safety practices" and routine safety training. Safety is not just our job, it's our number one priority!

Check the Facts

Before anyone hires a fireworks company, we encourage fact-checking **all firework companies** that are contenders! Although it often comes down to dollars and ***cents***, choosing the right company should always make ***sense***. Consider specific criteria including **company experience, reputation, regulatory compliance, customer service, and insurance coverage (general liability, auto, workers' compensation).** Also, verify the company has a USDOT number and Hazmat Safety Permit, specifically for 1.3g explosives.



All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

PYROfessionals

We are passionate about being "**PYRO**fessionals" which encompasses several key factors that include safety methods, customer service, and industry experience. Our job is to make your venue more spectacular than ever!



All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Insurance & Compliance

Included Services/Regulatory Requirements

All pyrotechnic permit applications, supporting documents, and processing fees required by:

City
County
State
US Coast Guard
FAA NOTAM (Federal Aviation Administration “Notice to Airmen”)

Insurance Coverage

General Liability	$10,000,000
Auto Liability	$10,000,000
Workers Comp	$ 1,000,000

Workers’ Comp includes U.S. Longshoreman and Harbormaster coverage.

Insurance Agencies:

Britton-Gallagher- Acrisure Partner

E.E. Hill Insurance

Pyro Shows operates with full regulatory compliance and maintains all necessary credentials, including:

- State Display Exhibitor and Sale of Fireworks licenses
- Bureau of Alcohol, Tobacco, Firearms, and Explosives (BATFE)
- License/Permit for the Manufacture and Import of Explosives
- USDOT Hazardous Materials Certificate of Registration
- Hazardous Materials Safety Permit specific to 1.3G explosives

All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Next Steps

We hope you have enjoyed reviewing our ideas for your show!

Now that you have had a chance to see into the process behind designing and executing your show, here are the next steps.

Ask questions and discuss any desired changes

If you're new to this process, it's typical to have questions. Remember that customization is key! We will make the changes necessary to bring the vision of your event to life. If you have no questions, let's move to the next step.

Accept the Proposal as Presented

Contact us via phone and/or email to let us know you're happy with our proposal and are ready to move forward with confirming your show.

Finalize and Sign the Show Contract

We will send you a show contract. A signed contract finalizes the details of your show and reserves your show date. A signed contract is the document required by our insurance carrier to ensure that you, our customer, and your audience are covered under the terms of our General Liability Policy.

Submit an Initial Deposit Payment

The payment terms are agreed upon in advance and referenced in the show contract.



All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

Thank you!

Please feel free to reach out to us with any comments or questions. We look forward to working for you and making your Independence Day Celebration an *even more **EPIC*** one!



All information is proprietary and confidential. No part may be copied or forwarded without the expressed permission of Pyro Shows.

ITEM # 2026-791

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2026
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

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

FROM: Tina Deater, Community Development Director
Krystal Strickland, Finance Director

DATE: May 8, 2026

SUBJECT: Comprehensive Plan EAR - Inspire Placemaking Collective Work Authorization

I. BACKGROUND: Every seven years, Florida Statutes Section 163.3191, require local governments to evaluate and amend their comprehensive plans to reflect changes in state laws and local conditions. This process is called the Comprehensive Plan Evaluation and Appraisal Report or EAR. The City is required to transmit the proposed EAR amendments to the Department of Florida Commerce within one year of submitting our EAR notification letter. The City's EAR notification letter was sent to the Department of Florida Commerce on April 16, 2026, and the proposed EAR-based amendments must be transmitted by May 16, 2027, or the City will be unable to adopt any further amendments to the Comprehensive Plan.

II. DISCUSSION: The City's last major update to the Comprehensive Plan occurred in 2005, and the last EAR-based amendments were done in 2019. Florida Statutes require Comprehensive Plans to address a long-term planning horizon of at least twenty (20) years. The City's adopted Comprehensive Plan has a long-term planning horizon through the year 2020; therefore, amendments, supported by data and analysis, are required to extend the planning horizon to meet the minimum statutory requirement. The EAR also provides an opportunity for the City to update the community's growth vision by seeking resident input through engagement activities, such as a survey, a community workshop and public hearings.

Staff recommends hiring Inspire Placemaking Collective (Inspire), a City continuing services contractor, to facilitate the community engagement process and write the EAR-based amendments, due to their extensive experience with the EAR process and requirements, and City staff capacity limitations. The project cost in the attached scope is $149,500 and includes aligning the Comprehensive Plan planning horizon with the Okaloosa-Walton Transportation Planning Organization's update to their Long Range Transportation Plan (LRTP), which extends

through 2050. The base price includes assistance with one community workshop and a project website, which will be used to raise awareness and to collect resident feedback through a community survey and an interactive mapping feature. Per the attached project schedule, the amendments will be ready for transmittal within the required one-year timeframe. The scope also includes a menu of optional community engagement activities that can be added to the base scope.

At their May 4, 2026, meeting, the Council asked Staff to refine the scope and bring it back for further consideration. Staff worked with Inspire to reduce the project cost by $61,500. Under the new proposal, City Staff will manage social media outreach, facilitate the community workshop using exhibits and presentation materials prepared by Inspire, and handle the required public hearings and transmittal to the state agencies.

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

B. Effect on Budget (EOB): The current proposed estimate for this professional service is $149,500. Budgeted funds are available in the FY 2026 community development budget. An internal transfer from Community Development salaries to professional services in the amount of $75,000 is recommended to cover this professional services contract. Funds are available due to vacant positions in Community Development.

	001.5150.531000 Professional Svcs
FY 26 Budget	$ 202,607
Proposed Transfer (w/in Com Dev)	75,000
Revised Budget	277,607
Previous Expenses/Encumbrances	(126,662)
Available Program Budget	150,945
This Agreement +(-)	(149,500)
FY 26 Remaining Program Budget	$ 1,445

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

D. Legislative Sponsor: N/A

E. Business Impact Statement: N/A

III. CONCLUSION: In conclusion, staff recommends hiring Inspire Placemaking Collective for the City's EAR-based amendment process.

IV. RECOMMENDED MOTION: I move that the City Council approve the Inspire Placemaking Collective Work Authorization for the EAR-based amendments per the attached scope, and authorize the City Manager to execute.

Or,

I move that the City Council approve the Inspire Placemaking Collective Work Authorization for the EAR-based amendments per the attached scope, and with the following changes

_____, and authorize the City Manager to execute.

Attachments:

1. Destin EAR Schedule
2. Destin Comp Plan Update Revised Scope

City of Destin - Comprehensive Plan Update Schedule

	2026								2027						
	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July
Task 1 - Kickoff & Data Collection															
Kickoff Meeting with Staff	◆														
Collect and Log Data	═══	═══													
Assess Data		═══													
Department Follow-Up		═══													
Biweekly Check-In Meetings	┅┅┅	┅┅┅	┅┅┅	┅┅┅	┅┅┅	┅┅┅	┅┅┅	┅┅┅	┅┅┅	┅┅┅	┅┅┅	┅┅┅	┅┅┅		
Directors Meeting		◆													
Task 2 - Project Brand & Website															
Craft Brand: Logo and Tagline	═══	═══													
Project Website	═══	═══	┅┅┅	┅┅┅	┅┅┅	┅┅┅	┅┅┅	┅┅┅	┅┅┅						
Social Media Posts/Public Notices/Press Releases		═══	═══	═══											
Task 3 - Community Workshop															
Prepare for Workshop			═══	═══											
Conduct Workshop				◆											
Task 5 - State Statutes Matrix															
Review Plan & Prepare Statutes Matrix		═══	═══												
Task 4 - Data & Analysis Update															
Conduct Analysis and Update Data		═══	═══	═══	═══	═══									
FLUM Series		═══	═══	═══	═══	═══									
Task 6 - Update Goals, Objectives, and Policies (GOPs)															
Draft GOPs					═══	═══	═══								
Task 7 - Hearings & Revisions															
Local Planning Agency Hearing (1st Thurs)									═══	◆					
City Council Transmittal Hearing (1 & 3 Mon.)										═══	◆				
Agency Comments (State Coordinated Review)											═══	═══			
City Council Adoption													═══	◆	

Production
Staff Review
State Review
Meetings/Hearings

Inspire
PLACEMAKING COLLECTIVE

May 7, 2026

Tina Deater, AICP
Community Development Director
Destin City Hall Annex
4100 Indian Bayou Trail
Destin, FL 32541
tdeater@cityofdestin.com

Reference: City of Destin Comprehensive Plan Update

Dear Tina:

Inspire Placemaking Collective, Inc. (Inspire) appreciates the opportunity to submit this work order proposal to provide planning services to update the City's Comprehensive Plan. This proposed work order was originally prepared based on our discussion with you and Daniel Butler on April 17, 2026, and subsequently revised after the May 4, 2026, City Council Meeting. The City's Comprehensive Plan was last updated in 2019 and has not been significantly updated since 2005. The current Comprehensive Plan does not reflect current conditions and community priorities. We understand that the City submitted its letter to Florida Commerce on April 16, 2026, and has one year to transmit an updated Comprehensive Plan.

Project Information

Inspire understands that the last major update to the City's Comprehensive Plan occurred in 2005, with more recent updates made only to reflect required Florida Statute changes. Although the Comprehensive Plan has been amended in recent years, no data and analysis were provided to extend the Comprehensive Plan's horizon, which remains at 2020. The City has experienced significant changes since that update and, due to the age of the Comprehensive Plan and limited adjustments over its lifespan, it is now time for a major rewrite and extension of the planning horizon.

Scope of Services

Inspire proposes to offer the following services as part of this proposal:

Task 1. Kick-off Meeting and Data Collection

Inspire will facilitate a virtual kickoff meeting with City staff and Inspire's key team members. Inspire will prepare a meeting agenda and project timeline for discussion and approval. At this meeting, project roles and assignments, project milestones, data collection, points of contact, and the overall project schedule will be discussed. We will also identify project deliverables and establish a process for City staff review. Following the meeting, Inspire will provide City staff with a summary of the items discussed.

As part of the initial kickoff agenda, Inspire will include a list of data needs. We will discuss the best method for sharing and coordinating data between our organizations. Inspire staff will coordinate with City staff to ensure specific information is provided regarding existing documentation, including the current adopted goals, objectives, and policies; data and analysis; water supply plan; future land use map; GIS data related to the Comprehensive Plan; past evaluation and appraisal reports; and recent or pending Comprehensive Plan amendments. As data is collected, we will create a log of information received to ensure the Comprehensive Plan is based on current and accurate data.

To ensure the most up-to-date information is used, Inspire will facilitate a virtual call with all City departments responsible for services or infrastructure included in the Comprehensive Plan. This session with department directors will establish a line of communication and allow for sharing of data and plans that may impact the data and analysis. Following this session, Inspire will summarize the input received.

TASK 1 DELIVERABLES:

- Kickoff Agenda/Data Request
- Data Collection Inventory/Log
- Kickoff Summary
- Director Summary

Task 2. Project Website

Inspire will develop a dedicated project website using Social Point, a customizable online engagement platform. This site will serve as the primary hub for communication between the public and the Project Team throughout the course of the project. The website will be designed to achieve two core goals: to inform the community and to engage them in the Comprehensive Plan update. Social Point offers a suite of tools that can be tailored to the project's needs. For the initial launch, Inspire recommends including an online survey and an interactive community forum to gather early input.

TASK 2 DELIVERABLES:

- Project Website and Online Survey

Task 3. Community Workshop

In order to educate residents on the process and gather qualitative data for the update, Inspire will prepare materials for City staff to host a community workshop. Prior to the workshop, Inspire will develop a PowerPoint presentation and develop engagement activities/exhibits for the workshop.. Our team will work with City Staff to revise each of the materials based on input from staff.

At the workshop, City staff will make a presentation which discusses the project scope and timeline, explains the importance of updating the Comprehensive Plan, promotes the project website, and describes the workshop activities. The intent of the workshop's engagement activities is to evoke a common vision for the future of Destin.

TASK 3 DELIVERABLES:

- PowerPoint Presentation
- Workshop Exhibits

Task 4. Florida Statutes Evaluation Matrix

Based on a thorough review of the Comprehensive Plan and changes in state statutes since the last update, Inspire will create an evaluation matrix. The matrix will identify whether statute changes have already been addressed or if amendments are necessary to the goals, objectives, and policies. The matrix will be organized by the year the statutes were changed. This matrix will form the foundation for the amendments needed to satisfy Section 163.3191, Florida Statutes. Inspire will review the completed matrix with City staff and include a column for staff responses and another indicating how each item was addressed in the Comprehensive Plan.

TASK 4 DELIVERABLES:

- Florida Statutes Evaluation Matrix

Task 5. Data and Analysis Update

Recent updates to Section 163.3177, Florida Statutes, require Comprehensive Plans to include at least two planning periods: one covering 10 years and another covering 20 years. As a result, the updated Comprehensive Plan must extend to at least 2046. However, since the Okaloosa-Walton Transportation Planning Organization is updating its Long Range Transportation Plan (LRTP) through 2050, Inspire recommends aligning the Comprehensive Plan's horizon with the LRTP. Doing so will require generating new population projections extending through 2050.

Using the approved population projections (including permanent and seasonal populations), Inspire will update the data and analysis sections for each chapter of the Comprehensive Plan. Future and existing deficits will be identified in transportation, utilities, parks, and public facilities. The Destin housing inventory will be analyzed to understand current conditions and trends. This information will form the quantitative basis for updating the goals, objectives, and policies, while the community feedback will provide the qualitative basis. The Future Land Use Map series will be updated to reflect the current City boundary and any changes since the last update. Inspire will also analyze joint planning activities

and their potential impact on growth, including possible annexation of extraterritorial areas. Recently crafted plans (e.g., Water Supply Plan, Septic-to-Sewer Plans, CRA Plans, TPO's LRTP, Transit Development Plan, Stormwater Plans, Parks Plans) will be evaluated and incorporated as applicable.

This task includes the following:

1. Preparation of population projections (permanent and seasonal).
2. Preparing the required Data and Analysis for ten (10) of chapters of the City's Comprehensive Plan as provided below. The Property Rights Sub Element , and the Administration and Glossary chapters do not require Data and Analysis.

    - Chapter 1 - Future Land Use
    - Chapter 2 - Transportation
    - Chapter 3 - Housing
    - Chapter 4 - Public Facilities
    - Chapter 5 - Conservation
    - Chapter 6 - Coastal Management
    - Chapter 7 - Recreation and Open Space
    - Chapter 8 - Intergovernmental Coordination
    - Chapter 9 - Capital Improvements
    - Chapter 10 - Economic Development
    - Chapter 11 - Public School Facilities

3. Evaluation of existing public facilities to determine deficiencies based on the level of service standards.
4. Conducting a demand analysis of public facilities to determine needed facilities based on the level of service and the projected population.
5. Preparation of maps for each chapter to represent the data in geospatial method in relation to the City boundary. Some of the maps will become part of the updated and required Future Land Use Map series.
6. Incorporating septic to sewer analysis prepared by the City that identifies developments of more than 50 residential lots less than 1 acre with septic systems; the feasibility of providing sanitary sewer services within a 10 years; the capacity of the facility and any associated transmission facilities; the projected wastewater flow at that facility for the next 20 years, including expected future new construction and connections to sanitary sewer; and a timeline for the construction. This was due to the state on July 1, 2024.
7. Incorporating recently crafted or updated master plans (Parks and Recreation, Utilities, Stormwater, etc.).
8. Incorporating the City's strategic plan.
9. Ensuring consistency with the Okaloosa-Walton Transportation Planning Organization Long Range Transportation Plan (LRTP) and the Florida Department of Transportation adopted work program by incorporating those plans in the City's comp plan as required by state law.
10. Analysis will be provided for each chapter providing future considerations that the City Council may wish to include in this update of the GOPs or at a later date.

TASK 5 DELIVERABLES:

- Draft Data and Analysis for each of the required elements or chapters
- Draft Maps (including future land use map series – required by Florida Statutes)

Task 6. Update Goals, Objectives, and Policies (GOPs)

Following the completion of the visioning process and the data and analysis, the goals, objectives, and policies of the Comprehensive Plan will be amended (utilizing strike-through and underline) to incorporate the City's vision, address deficiencies, and establish a framework for the future of Destin through the established timeframe. While certain chapters or elements of the City's Comprehensive Plan deserve focused attention due to their importance, the overall structure and content should be reviewed to identify opportunities for streamlining or shortening. Simplifying the Comprehensive Plan can improve public accessibility, making it more relatable, readable, and easier to understand. The following chapters comprise the City's adopted Comprehensive Plan.

- Chapter 1 - Future Land Use
- Chapter 1A - Property Rights
- Chapter 2 - Transportation
- Chapter 3 - Housing
- Chapter 4 - Public Facilities
- Chapter 5 - Conservation
- Chapter 6 - Coastal Management
- Chapter 7 - Recreation and Open Space
- Chapter 8 - Intergovernmental Coordination
- Chapter 9 - Capital Improvements
- Chapter 10 - Economic Development
- Chapter 11 - Public School Facilities
- Chapter 12 - Administration
- Chapter 13 - Glossary

TASK 6 DELIVERABLES:

- Draft Goals, Objectives, and Policies

Task 7. Revisions

After the Comprehensive Plan has been reviewed by City staff and it is acceptable to advance to the adoption phase. City staff will attend and present the new Comprehensive Plan at the following meetings:

a) **Local Planning Agency:** City staff will present the draft Comprehensive Plan to the Local Planning Agency (LPA) at an advertised public hearing. Any input received will be incorporated by Inspire into the Comprehensive Plan, to be presented to the City Council by City Staff

b) **City Council Transmittal:** City staff will present the draft Comprehensive Plan to the City Council at the transmittal hearing.

c) **State Agency Review:** Based on this approach, the Comprehensive Plan will be reviewed by state agencies through the state coordinated review process, which provides for a 60-day review period. Following the review period, reviewing agencies will provide comments to the City directly.

d) **Agency Comments:** Inspire will update the draft Comprehensive Plan to incorporate comments received from state agencies at the City's discretion.

e) **City Council Adoption:** City staff will present the final Comprehensive Plan to the City Council at the adoption hearing.

TASK 7 DELIVERABLES:

- Draft Changes to the Comprehensive Plan
- Agency Coordination
- Finalized Plan

Fee

Our professional fee for the above-described services shall be a lump sum of **$149,500** to be invoiced on a percent complete basis per the following fee schedule.

Task	Fee
Task 1. Kick-off Meeting and Data Collection	$12,000
Task 2. Project Website	$2,500
Task 3. Community Workshop	$5,000
Task 4. Florida Statutes Evaluation Matrix	$16,000
Task 5. Data and Analysis Update	$58,000
Task 6. Update Goals, Objectives, and Policies (GOPs)	$53,000
Task 7. Revisions	$3,000
Total	**$149,500**

Included in the above fees are reimbursable expenses incurred on the Project's behalf, including mileage, printing, plotting, photocopies, reproduction, postage, express mail, and/or courier services. Applications, capacity, and impact fees associated with application filings shall be the responsibility of the Owner or reimbursed to Inspire outside of the expenses contained in this proposal. Property acquisition will be completed by the City. Survey and environmental studies will be provided by the City if required.

Inspire will bill monthly for all work performed and expenses incurred on the Project's behalf. Invoices are delivered electronically and will typically be sent from the following email address: noreply@infocuspay.com. Please add this email address to your contact and/or safe sender list to ensure receipt.

Additional Services

During our call, staff asked for a menu of optional items that may be included at City Council's discretion. The following engagement opportunities are available:

Task	Fee
Council Briefings- Virtual one-on-one briefings with the Mayor and council members	$8,000

Stakeholder interviews- Up to 5 virtual stakeholder group interviews	$5,000
Additional Workshop/s (each)	$19,000
Pop-Up Event- Attend an event, provide a pop-up event activity, and promote project website	$13,000
Open House- Upon final draft of the GOPs, provide for the public to see what major changes are proposed prior to public hearings	$19,000

Schedule

Assuming there are no substantial edits from staff, the proposed services will be completed within twelve (12) months from the issuance of a notice to proceed (for transmittal to Florida Commerce). It is anticipated that the adoption portion of the effort will occur approximately two (2) months after transmittal, pending the resolution of any comments issued by Florida Commerce during State review.

Exclusions

Without intending to provide an exhaustive list or description of all services or potential services that may be required and that Inspire can provide, the following services are specifically excluded from this proposal:

- Updating the Land Development Code or related ordinances
- Updating development review procedures
- Illustrative renderings, 3D graphic imagery, and perspective renderings
- Developing new elements or chapters not included in this proposal
- Preparing small area plans
- Ordinance preparation
- Updating the Water Supply Plan
- Analyzing septic to sewer conversions
- Traffic modeling
- Creation of new GIS data
- Creation of the 5-Year Capital Improvements Schedule
- Attendance at meetings beyond those identified

Authorization

Work performed by Inspire will be in accordance with the terms of our Agreement for Professional Planning and Grant Consulting Services dated March 28, 2025.

If you elect to accept our proposal by issuing a purchase order, then please specifically reference this proposal date. Your purchase order will be an acceptance of our Agreement for services and an authorization to proceed with the performance of our services.

If you choose to accept this proposal by e-mail, your reply e-mail acceptance will serve as your representation to Inspire that you have reviewed the proposal and hereby accept as written.

Closure

We appreciate the opportunity to be of service to you. If you have any questions regarding the outlined scope of services, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,
Inspire Placemaking Collective, Inc.

George M. Kramer, AICP, LEED AP
President

ITEM # 2026-751

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

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

FROM: Christopher Koch, Code Compliance Manager
Tina Deater, Community Development Director

DATE: 04/15/2026

SUBJECT: Crab Island Dolphin Tours Request

I. BACKGROUND: The applicant, Wayne Burnette, is requesting the Council consider his hardship request for two livery vessel registrations under the livery moratorium. See attached request of applicant.

The City's temporary livery vessel moratorium provides, in relevant part:

The City of Destin shall not issue any Permit or any other document which would have the effect of permitting or otherwise authorizing the operation of any Livery Vessels . . . unless either (1) the Vendor demonstrates a Substantial Hardship, as the term is defined herein, or (2) an agreement between the City of Destin and the Vendor exists, that has been authorized by the City Council.

"**Substantial hardship**" means a demonstrable, direct, financial detriment in excess of $10,000.00 suffered by a Vendor as a result of capital investments purchased in reliance on the terms of ordinance number 17-07-CC.

II. DISCUSSION: The applicant requests to register two pontoons for livery vessel operations in the City of Destin. Please see attached request of applicant.

The information submitted by the applicant has been reviewed by staff. A City of Destin Business Tax Receipt (BTR) was not applied for until April 2026, and it was approved on April 9th, 2026. The applicant has submitted two different lease agreements with different property owners. Neither lease specifies which parking spaces are assigned to the applicant; therefore, staff is unable to determine if the parking requirement of one (1) space for each four (4)

passengers can be met.

If Council finds a substantial hardship exists pursuant to the terms of the moratorium, all livery registration and BTR applications must be paid, and the Applicant must comply with all applicable city codes and regulations prior to operation and would be required to submit additional information confirming same.

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

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to approve/deny the request.

Attachments:

1. Applicant Submittal
2. Crab Island BTR/Lease Agreement

Destin City Council
Destin, Florida

Subject: Request for Bareboat Livery Vessel Permit

Dear Council Members,

My name is Wayne Burnette. I first came to Destin 42 years ago when my grandfather purchased a condominium at Seascape. I owned and operated a limousine business in Destin for 19 years. Following the housing market crash, local demand for limousines declined. I'm shifted my focus to the tourism industry. In 2014, I purchased a pontoon boat and obtained my captains license.

For the past several years I have been renting a slip at Heron Harbor, managed by Bill Cole and the Howard group under Commercial Developers Incorporated. I currently operate as an LLC and run one primary vessel alongside a backup boat in the event of oil changes or mechanical issues. I have plenty of parking and access to restroom facilities. I maintain active businesses tax receipts under the name Crab Island Dolphin Tours.

At the end of last year I invested in a new boat for $34,000 as well as a new 150 HP Yamaha motor for my second boat at an approximate cost of $25,000.

Based on a review of my 2025 operations, 42.5% of all trips conducted were bareboat charters. This proves to be a large portion of my business and would affect me drastically.

I respectfully request approval for two livery permits, one for each vessel, so that I can continue to operate safely and efficiently while meeting this demand.

I will continue leasing slip 9S at Heron Harbor where I have access to four parking spaces, though I typically only use two for customers, along with restroom facilities. I am currently under lease with Commercial Developers Incorporated at a monthly rate of $1,996.09 totaling $23,953.08 annually.

The vessels I do operate are tritoons with a maximum capacity of 12 passengers. I would also like to iterate that through my years of business, we have not experienced a single incident, not even a minor one. I believe this reflects the high standards of safety, training, and professionalism maintained by myself and my captains, while catering to our guests. I would also like to mention that for all the years of service, we have maintained a five star Google review.

Thank you for your time and consideration.

Sincerely,

Wayne Burnette

Livery Vessel Questions

Inbox

Kimberly Kopp
To: me, Cc: Christopher, and 1 other · Thu, Mar 19 at 4:32 PM

Hello Mr. Burnett, I understand that the City's Code Compliance staff has inform...

Expand previously seen (1)

wayne Burnette
To: Michael · Sat, Mar 21 at 7:19 PM

----- Forwarded Message -----
From: Kimberly Kopp <kkopp@romanokopplaw.com>
To: limowayne@cox.net <limowayne@cox.net>
Cc: Christopher Koch <ckoch@cityofdestin.com>; William Morales <wmorales@cityofdestin.com>
Sent: Thursday, March 19, 2026 at 04:34:58 PM CDT
Subject: RE: Livery Vessel Questions

One more item-I neglected to include the obvious! Please also include the vessel information (type, passenger load, etc) in your request.

Thanks,

RK
ROMANO KOPP LAW, P.A.

Kimberly Romano Kopp, Esq., LEED AP
Board Certified in City, County, & Local Government Law
Romano Kopp Law, P.A.
P.O. Box 5524
Destin, Florida 32541
Phone: (850) 963-6030

Phone: (407) 430-7070 (no text messages)
Email: kkopp@romanokopplaw.com

From: Kimberly Kopp
Sent: Thursday, March 19, 2026 5:32 PM
To: limowayne@cox.net
Cc: Christopher Koch <ckoch@cityofdestin.com>; William Morales <wmorales@cityofdestin.com>
Subject: Livery Vessel Questions

Hello Mr. Burnett,

I understand that the City's Code Compliance staff has informed you that you are operating a livery vessel or vessels illegally within the City of Destin. I do not know the facts of your situation yet, but I understand you informed staff you have

been operating bareboat(s) for 15 years in the City. Bareboats are livery vessels for purposes of the City of Destin's livery vessel regulations.

What is happening here is that the City currently has a temporary moratorium on the permitting of new livery vessel operations through June of 2028. You probably are aware of this moratorium. This has been in place to allow the City to conduct studies and evaluations on the Harbor for public safety reasons. Pursuant to a previously done recent study of the Army Corp of Engineers, the Harbor is already overcrowded and the City is trying to ensure public safety.

The potential path we can offer you in accordance with the Moratorium is to make a request to the City Council and explain your situation. Our moratorium providers, in relevant part that

The City of Destin shall not issue any Permit or any other document which would have the effect of permitting or otherwise authorizing the operation of any Livery Vessels in excess of the number authorized by Section 4(a), of this Ordinance, unless either (1) the Vendor demonstrates a Substantial Hardship, as the term is defined herein, or (2) an agreement between the City of Destin and the Vendor exists, that has been authorized by the City Council.

***"substantial hardship"** means a demonstrable, direct, financial detriment in excess of $10,000.00 suffered by a Vendor as a result of capital investments purchased in reliance on the terms of ordinance number 17-07-CC.*

I would recommend that you submit a detailed letter to the City Council through myself and Chris Koch (copied), and we will schedule you for a Council meeting which can occur as early as April 7th at 6pm, if you get it to us within the next week or two. In the letter, please explain your situation in as much detail as you are willing to provide and please include the following:

1. How long you've been operating and from where, what you use for parking, docking and restrooms
2. How many vessel(s) you have been operating, and how long each vessel has been in operation
3. If you have received one or more BTRs from the City of Destin, let us know for which company or vessels you've received a BTR, under what entity name the BTR was issued, and what years you had the BTR.
4. Any financial hardship and expenditures you've made in excess of $10,000 that you wish to have the Council consider.
5. What you are requesting from Council (for example: Are you requesting to have one bareboat livery vessel continue to operate in Destin, and if so, from which property, and what is your dock, parking and restroom setup?)

Council can consider your request pursuant to the red text above.

If you have any further questions, let me know, and I will set up a conference call with staff, you and myself.
Thanks,



ROMANO KOPP LAW, P.A.

Kimberly Romano Kopp, Esq., LEED AP
Board Certified in City, County, & Local Government Law
Romano Kopp Law, P.A.
P.O. Box 5524
Destin, Florida 32541
Phone: (850) 963-6030

Bill of Sale

Purchase Price: $30,000.00 **Date: 10/07/2025**
Tax Collected (7.00%): $2,100.00
Total Collected: $32,100.00

Purchaser: Dorinda Burnette
170 Baywinds Dr.
Destin, FL 32541

Seller: Legacy Boating Club, LLC
770 Harbor Blvd.
Destin, FL 32541

Description of Vessel: Tritoon
Year/Make/Model: 2023 Trifetca 23CSS3
Hull ID Number: FRUA8355I223
Yamaha Motor: F150XB
Engine ID: 63PX-1272438

Sale is final upon the seller's receipt of cash or cashier's check from Purchaser in the amount stated above. Purchaser has inspected the vessel. Purchaser accepts the vessels sold "as is" with no warranty expressed or implied by seller.

SELLER: _____

PURCHASER: _____

INTUIT quickbooks

Sign in

BALANCE DUE

$0.00

We sent you and the business a confirmation email

TRUSTe Certified Privacy

Information is protected and kept confidential

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Marine Service Group, LLC

Invoice	4477
Due date	November 20, 2025
Invoice amount	$25,256.93

View invoice

Business details

Email: marineservicegroupfl@gmail.com

TRUSTe Certified Privacy

Information is protected and kept confidential

Feedback

BILL OF SALE

SAND VALLEY WATERSPORTS
3527 CEDAR BLUFF RD HWY 9
CENTRE, AL 35960
256-927-2239

BUYER: Wayne Burnette
ADDRESS: 170 Baywinds Dr
Destin Fl 32541

MAKE Silver Wave	MAKE Suzuki
YEAR 2022	YEAR 2021
HULL PNV18905B222	VIN# 15003F 242173

BOAT PRICE: MOTOR PRICE: TRAILER PRICE:

TOTAL PKG: 62,900
TRADE-IN: 10,000 Down
SUBTOTAL: 52,900
TAX 3%:
TOTAL PAID: 52,900

Date signed: 3-8-2022
Seller: Sand Valley WaterSports
Buyer:
CO-BUYER:

Jamie Mobbs 02/07/2023 Cherokee Alabama

JAMIE MOBBS
Public, Alabama State
mmission Expires

DOCK LEASE
(Slip 9S)

This Dock Lease (the "Lease") is entered into as of this 21st day of January, 2026, between **COMMERCIAL DEVELOPERS, INC.**, a Florida corporation (the "**Lessor**"), and **WAYNE BURNETTE**, an individual resident of the State of Florida (the "**Lessee**"), doing business as "*Crab Island Dolphin Tours*".

Lessor is the owner of certain real property in Okaloosa County, Florida more particularly depicted on attached Exhibit A-1, and the lessee of adjacent sovereign submerged land (the "Submerged Land"), upon which certain docks and boardwalks have been constructed, under a Sovereignty Submerged Lands Lease between the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (the "Submerged Land Lease") and Lessor in Destin, Florida (the Uplands and Submerged Land together, "Heron Harbor" and "the Development"). In accordance with Florida Administrative Code, subsection 18-21.003(27), a minimum of ninety percent (90%) of the wet slips at the Development shall be made available for rent to the general public on a first come, first served basis, with no longer than one-year rental terms with no automatic renewal rights or conditions.

Lessee desires to lease the following dock designated as **Slip 9S** built upon the Submerged Land (including, without limitation, the pilings, dock cleats, water hose(s), spigot(s) and electrical valve(s) located in or on said dock), in the location depicted on attached Exhibit A-2, and to sublease the Submerged Land thereunder (together, the "Premises"), and to receive from the Lessor a non-exclusive right of ingress and egress over the docks, boardwalk space and Common Areas of the Development, and Lessor is willing to lease (and, as to the Submerged Land, sublease) the Premises and grant such non-exclusive right all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the delivery of the Lease to the Lessee, the mutual promises of the parties contained herein and, other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each of the parties hereto, it is agreed as follows:

SECTION 1 - LEASE OF PREMISES: Lessor hereby leases to Lessee (and as to the Submerged Land, subleases subject to the terms of the Submerged Land Lease) the Premises, and Lessee hereby leases (and as to the submerged land, subleases subject to the Submerged Land Lease) the Premises from Lessor, on the terms and conditions set forth herein. Lessee accepts possession of the Premises in its current "as is" condition.

SECTION 2 - NON-EXCLUSIVE USE: In addition, Lessor grants to Lessee, its employees, agents, contractors and invitees a non-exclusive use of the adjacent docks, boardwalk space and approach ways for ingress and egress and the Common Areas of the Development, subject to the rules and regulations referenced herein.

SECTION 3 - SUBLEASING AND ASSIGNMENT: Lessee shall not assign, mortgage, pledge, hypothecate, encumber or permit any lien to attach to, or otherwise transfer, this Agreement or any interest hereunder, by operation of law or otherwise, nor sublet the designated dock slip(s), nor permit the use thereof by any parties other than Lessee and its employees. Any such transfer without Lessor's prior written consent shall, at Lessor's option, be null, void, and of no effect.

SECTION 4 - TERM: The term of this Lease shall commence on **February 1, 2026** and expire on **January 31, 2027** ("Term"). The term shall not exceed a one-year rental Term with no automatic renewal rights or conditions and Lessor may terminate this lease upon thirty (30) days' written notice to Lessee ("Termination Notice"). The Termination Notice shall state a date of termination no earlier than thirty (30) days after the date of such Termination Notice, and the Lease shall terminate on the specified date as if that was the originally fixed expiration date of the Term.

If Lessee shall have failed to cease operation for business and to vacate the Premises in accordance with the provisions of this Lease as of the expiration date of the Term, or earlier date that Lessee's right to possession of the Premises shall have terminated, then, without limitation to any other rights and remedies of Lessor, Lessee shall pay Lessor 200% of the amount of Rent then applicable prorated on a per diem basis for each day thereafter until Lessee has ceased to operate and vacated the Premises in

accordance with the provisions of this Lease. Without limitation, Lessee shall remain liable for all damages sustained by Lessor on account of Lessee's holdover. The foregoing provisions shall not serve as permission for Lessee to holdover, nor serve to extend the Term (although Lessee shall remain a tenant at sufferance, bound to comply with all provisions of this Lease until Lessee vacates the Premises). Lessor shall have the right, at any time

after expiration or earlier termination of this Lease or Lessee's right to possession, to reenter and possess the Premises and remove all property and persons therefrom by detainer suit, summary proceedings, or other lawful means, and Lessor shall have such other remedies for holdover as may be available to Lessor under other provisions of this Lease or applicable Laws.

Notwithstanding anything to the contrary with regard to the Term, the Lessor's obligation and Lessee's right to continue the Lease for the entire Term is subject to the renewal and continued existence of the Submerged Land Lease. The Lessor agrees to use good faith efforts to continue such Submerged Land Lease in existence, but shall have no liability to Lessee in the event that its good faith efforts do not result in such continuation.

SECTION 5 – RENT: Lessee shall pay on or before the first day of each month base rent of One Thousand Eight Hundred Sixty-Five and 50/100 Dollars ($1,865.50) per month ("Rent"). **All amounts provided for in this Section 5 are before taxes. If the Development is located in a jurisdiction that imposes a sales tax or other tax on rentals, such tax is in addition to, and not included in, the amounts provided for in the Lease and shall be paid by Lessee as Additional Rent unless specifically stated to the contrary.**

SECTION 6 - GROSS SALES STATEMENTS: Lessee shall furnish Lessor, at the rent payment address or such other address of which Lessor notifies Lessee, a monthly statement of Gross Sales for the Premises ("Sales Report") for each calendar month within ten (10) days after the end of the month, which shall show Gross Sales for the month and an itemization of any exclusions or deductions therefrom for such month. Failure to comply with this section will constitute a default of this lease and Lessor may exercise all rights and remedies provided for in this Lease. Notwithstanding the foregoing and in addition to any rights and remedies Lessor shall have at law or in equity, failure to report monthly sales pursuant to the terms set forth herein will also result in fines being levied against Lessee in the following amounts: (i) the first time Lessee fails to deliver the Sales Report to Lessor by the time that it is due, Lessee shall pay Lessor a late charge of ONE HUNDRED DOLLARS ($100.00), which shall become immediately due and payable; and, (ii) any subsequent failure by Lessee to deliver the Sales Report to Lessor by the time that it is due, Lessee shall pay Lessor a late charge of TWO HUNDRED FIFTY DOLLARS ($250.00), which shall become immediately due and payable.

SECTION 7 - LATE CHARGE; INTEREST: If Lessee shall fail to pay any amount required to be paid under the terms of this Lease within ten (10) days after the same is due, to reimburse Lessor for its additional administrative costs Lessee shall pay a late payment charge equal to the greater of One Hundred Dollars ($100.00) or ten percent (10%) of the amount not paid when due. In addition, any Rent or Additional Rent or other charge not paid within ten (10) days after the same is due shall bear interest at a rate equal to the lesser of (i) seventeen percent (17%) or (ii) the highest contract rate allowable in the State of Florida, from the first day due until paid. All late payment charges and interest payable by Lessee pursuant to this Section shall be payable, unless otherwise provided herein, with the next installment of Rent. Any payment by Lessee or acceptance by Lessor of a lesser amount than shall be due from Lessee to Lessor shall be treated as a payment on account. The acceptance by Lessor of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full shall be given no effect, and Lessor may accept such check without prejudice to any other rights or remedies which Lessor may have against Lessee.

SECTION 8 - UTILITIES: Electricity and water service for the Premises is provided by Lessor through the applicable public utilities. Lessee acknowledges that it has inspected and is satisfied with the utilities available to it. Lessor makes no warranty as to the sufficiency of the utilities related to Lessee's use of the Premises. As of the date of the Lease, the cost of Lessee's utilities to the Premises is included in Rent; however, Lessor reserves the right to submeter any of the utilities provided to the Premises. In such event where Lessor provides a service to a number of users, Lessor shall have the right to determine the charge to such users by determining each portion based on usage estimates, and such cost shall be paid to Lessor in addition to Lessee's base rent as outlined in Section 5 above.

If power or water becomes unavailable to the Premises, and Lessee gives written notice of such unavailability to Lessor, Lessor shall use good faith efforts to cause the restoration thereof within a reasonable time after Lessor receives such notice, provided, however, that (i) the rent due Lessor shall not be abated because of an unavailability of power or water during any period in which Lessee continues to conduct its business, and (ii) if the unavailability of power or water is caused by the negligence or wrongful act of Lessee, its agents, employees, contractors or invitees, Lessee shall cause the necessary to be made at its expense.

SECTION 9 - MAINTENANCE: Lessee, at its sole cost and expenditure, shall maintain the Premises in good condition and repair throughout the entire term. Lessee shall maintain the Premises in good condition, keeping its

structures and equipment located thereon in a good state of repair. At the expiration of the term of the lease, Lessee shall surrender the Premises to Lessor in the same condition as received (and, if improved by Lessor, as so improved by Lessor), ordinary wear and tear excepted.

SECTION 10 - PARKING: Lessee and its invitees shall have a right to park in those areas of the Development designated by Lessor in Exhibit A-1, provided, however, that if, as and when public parking is constructed in proximity to the Development, which parking in whole or in part satisfies the then applicable City of Destin parking requirements for the Development, Lessor shall have the right to require, by 15 business days' prior written notice to Lessee, that Lessee and its invitees cease the use of the parking areas within the Development and commence the use of such public parking. All on-site parking shall be in accordance with reasonable rules and regulations promulgated by the Lessor from time to time.

SECTION 11 - PERMITTED USE: Lessee shall have the right to use the Premises and shall continuously use the Premises throughout the Term for docking its boat(s) in connection with the conduct of its boat charter business. All other uses must be approved in writing by Lessor. Lessee is approved to operate a 25-foot vessel with a Coast Guard Rated Capacity of 6 people, and for no other vessel(s). Said vessel requires 2 parking spaces in accordance with the City of Destin Parking Code.

SECTION 12 - SIGNAGE: Lessee may install signage at the Premises subject to Lessor's prior approval of the design and location of the signage, and subject to compliance with all applicable Laws. Lessee shall be responsible for the maintenance and repair of its signage. Prior to installation of any sign Lessee shall prepare and furnish to Lessor plans and specifications for the sign which shall be subject to Lessor's advance written consent. All of Lessee's signage shall be professionally designed, prepared and installed and in good taste. The term "sign" herein shall mean any sign, placard, picture, name, direction, lettering, insignia or trademark, advertising material, advertising display, awning or other such item.

SECTION 13 - RULES AND REGULATIONS: The Lessor has the right to regulate the use of the Premises and the Development by adopting and publishing reasonable rules and regulations. Rules and regulations not in force on the date hereof but adopted or changed by Lessor thereafter shall take effect after ten (10) days written notice to the Lessee thereof. Emergency rules may be adopted by the Lessor at any time, without notice. Lessee shall comply with such rules and regulations, and with all applicable laws and regulations, including without limitation environmental laws and regulations, and shall take all reasonable steps to assure compliance therewith by its employees, contractors and business invitees. Lessee's failure to keep and observe all rules and regulations shall constitute a material breach of the terms of this Lease in the manner as if the same were contained herein as covenants. Notwithstanding the foregoing and in addition to any rights and remedies Lessor shall have at law or in equity, Lessee's failure to keep and observe all rules and regulations pursuant to the terms set forth herein will also result in fines being levied against Lessee in the following amounts: (i) for Lessee's first offense, Lessee shall pay Lessor a fine of ONE HUNDRED DOLLARS ($100.00), which shall become immediately due and payable; and, (ii) any subsequent offense by Lessee, Lessee shall pay Lessor a fine of TWO HUNDRED FIFTY DOLLARS ($250.00), which shall become immediately due and payable.

SECTION 14 - COMPLIANCE WITH LAW, SUBMERGED LAND LEASE: Lessee shall at its own expense obtain and at all times during the Term comply with the requirements of, and keep in good standing, any and all licenses and permits that may be required by governmental authorities having jurisdiction of the Premises, and in addition, Lessee shall comply, and take all reasonable steps to assure compliance with, the requirements and restrictions of the Submerged Land Lease with respect to use of the Premises.

SECTION 15 - CASUALTY: In the event the Premises, approach ways, parking areas, or the slip leased hereunder, are destroyed by fire, storm, or other casualty, and as a result Lessee is prohibited from conducting its business for a period of more than ninety (90) days, then Lessee and Lessor shall each have the option of immediately terminating this Lease and neither shall have the obligation to rebuild, provided, however, that if such fire or other casualty results from the wrongful act or negligence of Lessee, Lessee shall reimburse Lessor for the reasonable costs, reasonably incurred by Lessor, in repairing the damage caused by such fire or other casualty.

SECTION 16 - LIABILITY; INDEMNIFICATION; LIABILITY INSURANCE: Lessee acknowledges Lessor shall have no liability for damage to, destruction or theft of any boats or other personal property on the Premises, from any cause whatsoever, including without limitation damage to or destruction of property arising out

of the condition of the Premises, except to the extent such damage, destruction or theft arises out of the wrongful acts of Lessor, its employees or agents.

Lessee shall, during the term, at its sole expense, obtain and keep in force, A) comprehensive general liability insurance coverage, personal injury, bodily injury, broad form property damage, operations hazard, owner's protective coverage, contractual liability and products and completed operations liability with limits not less than $2,000,000.00 per occurrence and B) on all boats and watercraft owned or leased by Lessee, Commercial Boat Insurance with protection and indemnity/liability limits of not less than $2,000,000.00 per occurrence and Hull/Equipment damage insurance insuring at least on an Actual Cash Value basis. The Commercial Boat policy must also be extended to include coverage for Vessel Disposal and Pollution Liability with limits not less than $1,000,000.00 per incident. Lessee shall furnish evidence of the existence of and maintenance of such insurance prior or contemporaneous with the commencement of the term and thereafter at least fifteen (15) days prior to the date on which such policy is required to be renewed. Lessee shall obtain a written obligation on the part of its insurance company to notify the Lessor at least thirty (30) days prior to the cancellation of each insurance.

All liability insurance policies shall name Lessor, Commercial Developers, Inc., and at Lessor's request any mortgagee of all or any portion of the Development as additional insureds with Lessee's insurances operating on a primary and non-contributory basis. Lessee shall defend, indemnify and hold Lessor harmless from and against all claims, demands, actions, proceedings, damages, and liabilities for personal injury or property damages occurring on or about the Premises, including without limitation on or about the West Dock, the boardwalk and any boat or boats owned or operated by Lessee, or arising out of any accident or any other occurrence on the Premises including without limitation on or about the boardwalk and any boat or boats owned or operated by Lessee, or due directly or indirectly to the use of the Premises, including without limitation, the boardwalk and any boat or boats owned or operated by Lessee or any part thereof by Lessee, its agents, sub lessees or assignees (including all costs, expenses, and attorney fees incurred by Lessor in defense of any such claims), unless such liability is due to the act or negligence of Lessor or its agents.

Lessee shall, during the term, at its sole expense, obtain and keep in force insurance covering physical loss of or damage to, destruction or theft of any boat or other personal property on the premises, arising from any cause that is commercially insurable, with limits not less than the total value of the boat and property.

Waiver of Subrogation. Lessee hereby waives any rights of recovery it may acquire against Lessor and its officers, directors, constituent partners, members, agents and employees, and Lessee further waives such rights against each lender under any mortgage or deed of trust or other lien encumbering the Premises (or any portion thereof or interest therein), to the extent any loss is insured against or required to be insured against under this Lease, including, but not limited to, losses, deductibles or self-insured retentions covered by Lessee's commercial property, general liability and commercial boat policies described above. This provision additionally applies to Lessee's automobile insurance and workers compensation insurance policies. This provision is intended to waive, fully and for the benefit of Lessor, any and all rights and claims that might give rise to a right of subrogation by any insurance carrier. Lessee shall cause its respective insurance policy(ies) to be endorsed to evidence compliance with such waiver.

SECTION 17 - OTHER IMPROVEMENTS ON LESSOR'S PROPERTY; RELOCATION: The Lessor shall have the right to lease to others other nearby space or facilities included as part of the Submerged Land and Uplands, such leases including boat slips, office space, retail space, or other improvements of facilities deemed helpful to the Lessor, at Lessor's sole discretion. Lessor shall have the right to temporarily or permanently relocate Lessee from the Premises to other boat slips in the Development (as the Development may be reconfigured), which boat slips shall accommodate boats of the same length and draft as those which the Premises accommodate on the date hereof and shall not be materially less accessible by Lessee's customers than are the Premises.

SECTION 18 - DEFAULT: If Lessee fails to pay the rent and other charges to be paid by Lessee pursuant to this Lease within ten (10) days following notice from Lessor that such rent or other charges are due and unpaid, or shall default in the performance of any of its obligations under this Lease for more than thirty (30) days after notice (provided, however, that if Lessee shall immediately commence and thereafter diligently pursue the cure of any default that by its nature cannot be cured within thirty (30) days, such period shall be extended for the period during which Lessee is diligently pursuing such cure), Lessor shall have the right to terminate this Lease by notice to Lessee, and upon such notice Lessee shall forthwith vacate the Premises and its license to use the approach ways and the Upland parking areas shall automatically terminate, provided, however, that notwithstanding termination of this Lease, Lessee shall remain liable to Lessor for any unpaid rent or other charges due under this Lease, as of the date of termination and for interest on any such past-due amounts at the highest rate allowed by the State of Florida

and for any damages suffered by Lessor by reason of Lessee's default. Lessor shall have a lien against any boat of Lessee, her appurtenances, and contents for unpaid rent or other sums due for use of the Premises, storage, or other services, or for damage caused or contributed to or by any boat of Lessee to any docks or property on the Premises, or any part of the Submerged Land or Uplands.

Lessor shall be entitled to recover its attorney's fees and any costs of collection, whether suit is filed or not, in the event Lessor finds it necessary to retain the services of any attorney in order to enforce any provision of this Lease, including but not limited to the collection of rent or other monies due on account of any provision hereof.

SECTION 19 - NOTICES: Any notice, request or other communication to be given by any party hereunder shall be in writing and shall be sent by registered or certified mail, postage prepaid, or by hand delivery or facsimile transmission to the following address:

If to Lessee:

Wayne Burnette
170 Baywinds Drive
Destin, FL 32541
Email: limowayne@cox.net
Phone: (850) 803-5466

If to Lessor:

Commercial Developers, Inc.
C/o Howard Group
Attn: General Manager
585 Grand Blvd., Suite 201
Miramar Beach, FL 32550

Or to such other address as either party may hereafter designate. Notice shall be deemed to have been given on the date of delivery if such delivery is made on a Business Day, or if not, on the first Business Day after delivery. If delivery is refused, notice shall be deemed to have been given on the date delivery was first attempted. Notice sent by facsimile transmission shall be deemed given upon confirmation that such notice was received at the number specified above or in a notice to the sender.

SECTION 20 - HAZARDOUS SUBSTANCES; WASTE: Lessee shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Premises by Lessee, Lessee's agents, employees, contractors, or invitees without first obtaining Lessor's written consent. If Hazardous Substances are used, stored, generated, or disposed of on or in the Premises except as permitted above, or if the Premises become contaminated in any manner for which Lessee is legally liable, Lessee shall indemnify and hold harmless the Lessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Premises, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant, and expert fees) arising during or after the Term and arising as a result of that contamination by Lessee. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if Lessee causes or permits the presence of any Hazardous Substance on the Premises and that results in contamination, Lessee shall promptly, at its sole expense, take any and all necessary action to return the Premises to the condition existing prior to the presence of any such Hazardous Substance on the Premises. Lessee shall first obtain Lessor's approval for any such remedial action. As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Florida, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to state, federal, or local governmental law. "Hazardous Substance" includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCBs"), and petroleum.

Lessee shall also dispose of all waste materials generated by or in connection with the use of the Premises in accordance with all applicable laws and regulations, and shall defend, indemnify and hold Lessor harmless with respect to such waste materials, the disposal thereof and any cleanup and removal that may become necessary with respect thereto to the same extent as is required by this Lease with respect to Hazardous Substances.

SECTION 21 - CONFIDENTIALITY: Lessee and Lessee's guarantors shall not disclose the terms of this Lease, or of any amendment or modification to this Lease later entered into, to any person or party excepting only attorneys or accountants representing or assisting Lessee to the extent required in conjunction with proper performance of their duties, or as may be compelled by proper process in connection with any judicial or administrative proceedings. If Lessee or Lessee's guarantors shall violate the foregoing Lessor shall have all rights and remedies available at law and equity.

SECTION 22 - ENTIRE AGREEMENT. This Lease contains all the terms and provisions between Lessor and Lessee relating to the matters set forth herein and no prior or contemporaneous agreement or understanding pertaining to the same shall be of any force or effect. This Lease may not be modified, except in writing signed by both parties.

SECTION 23 – COUNTERPARTS. This Lease may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Lease. Further, the counterparts of this Lease may be executed and delivered by facsimile or other electronic means by any of the parties to any other party, and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the wet ink original had been received. Each party shall, however, execute and deliver to the other party a wet ink original counterpart for their respective records upon request. Each of the parties to this Lease (i) has agreed to permit the use from time to time, where appropriate, of telecopy or other electronic signatures (including, without limitation, DocuSign) in order to expedite the transaction contemplated by this Lease, (ii) intends to be bound by its respective telecopy or other electronic signature, (iii) is aware that the other will rely on such telecopied or other electronically transmitted signature, and (iv) acknowledges such reliance and waives any defenses to the enforcement of this Lease and the documents affecting the transaction contemplated by this Lease based on the fact that a signature was sent by telecopy or electronic transmission only

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Lease to be signed as of the day and year first above written.

Lessee:

Wayne burnette (Jan 21, 2026 11:22:09 CST)

WAYNE BURNETTE, an individual
Date of Signature: 01/21/2026

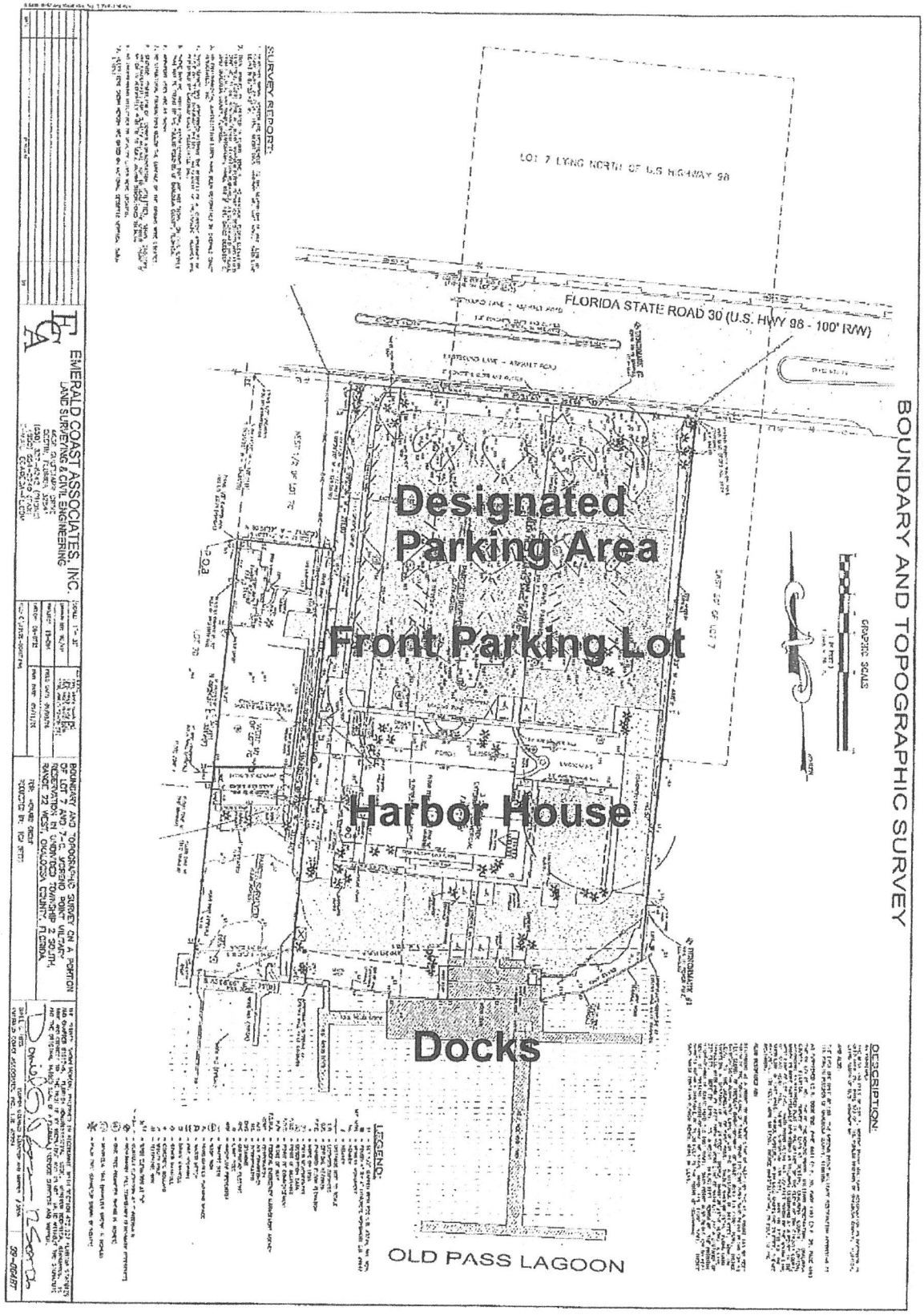
Lessor:

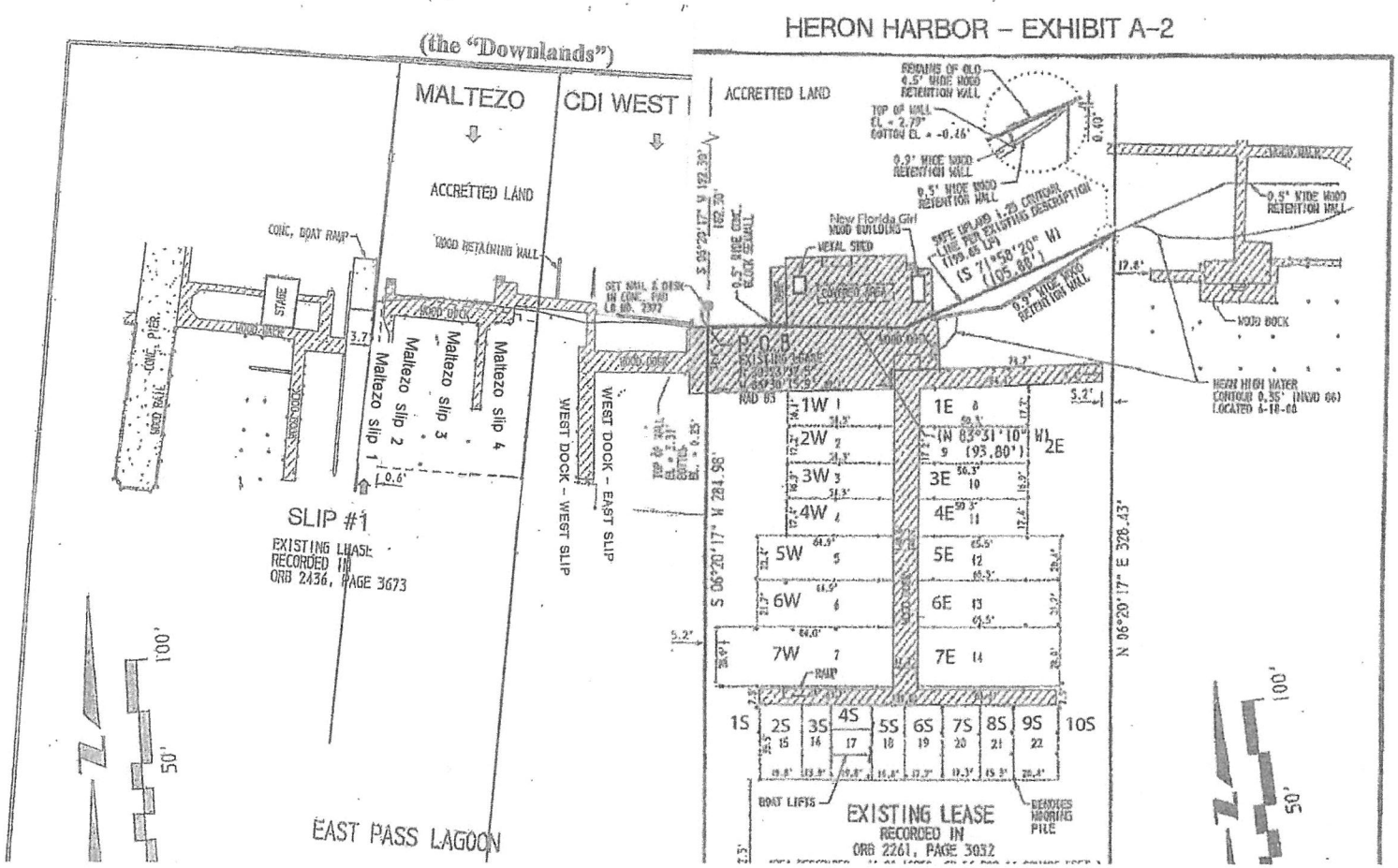
COMMERCIAL DEVELOPERS, INC., a Florida corporation

By: _____
William J. Bubel, V.P., Operations

Date: 1/21/26

HERON HARBOR – EXHIBIT A-1




HERON HARBOR – EXHIBIT A-2
(the "Downlands")
MALTEZO
CDI WEST
ACCRETED LAND
CONC. BOAT RAMP
WOOD RETAINING WALL
SET NAIL & DISK IN CONC. PAD LS NO. 2307
WEST DOCK – EAST SLIP
WEST DOCK – WEST SLIP
Maltezo slip 1
Maltezo slip 2
Maltezo slip 3
Maltezo slip 4
SLIP #1
EXISTING LEASE RECORDED IN ORB 2436, PAGE 3673
EAST PASS LAGOON
REMAINS OF OLD 0.5' WIDE WOOD RETENTION WALL
TOP OF WALL EL. = 2.77' BOTTOM EL. = -0.16'
0.9' WIDE WOOD RETENTION WALL
0.5' WIDE WOOD RETENTION WALL
0.5' WIDE CONC. BLOCK SEAWALL
New Florida Girl WOOD BUILDING
METAL SHED
CONCRETE AREA
SEE UPLAND L.25 CONTROL LINE PER EXISTING DESCRIPTION (195.65 LF) (S 71°58'20" W (105.88')
P.O.B. EXISTING LEASE
N 83°31'10" W (95.80')
S 06°20'17" W 284.98'
N 06°20'17" E 328.43'
WOOD DOCK
MEAN HIGH WATER CONTOUR 0.35' (NAVD 88) LOCATED 4-18-08
1W 1
2W 2
3W 3
4W 4
5W 5
6W 6
7W 7
1E 8
2E 9
3E 10
4E 11
5E 12
6E 13
7E 14
RAMP
1S 2S 3S 4S 5S 6S 7S 8S 9S 10S
15 16 17 18 19 20 21 22
BOAT LIFTS
RESERVED MOORING PILE
EXISTING LEASE RECORDED IN ORB 2261, PAGE 3032
100'
50'

HERON HARBOR - EXHIBIT "B"
Rules and Regulations, effective 4/1/2013 – Rev 2-7-14

A. All Lessee trash is to be discarded in the provided trash dumpster.
B. Fuel tanks are not permitted on the docks.
C. Over-the-dock fueling is not permitted.
D. Electric cords are not permitted to lay on the docks. All electric cords are to be wound on Lessee provided mounting brackets.
E. Hoses are not permitted to lay on the docks. All hoses are to be wound on Lessee provided mounting brackets.
F. Hose nozzles and connections are to be properly secured with appropriate washers. Hoses found to be leaking will be removed by maintenance personnel.
G. Each slip is entitled to mount one (1) Lessee provided deck box which is to be installed directly behind boat.
H. Each slip is entitled to one (1) Lessee provided fish cleaning station per boat. Fish cleaning station flaps are to remain down when not in use.
I. Fish cleaning remains are to be disposed of in accordance with jurisdictional regulations. Fish cleaning remains are not permitted to be dumped in Harbor or trash dumpster.
J. "A" frame signs are no longer permitted on docks.
K. All dock areas are to be free of clutter.
L. Furniture and/or fixtures are not permitted on the dock without prior written approval by Lessor.
M. All signage must be approved in writing by Lessor. Kiosks are permitted to display a maximum of three signs which must be approved in writing in advance.
N. Bait traps are not permitted to be attached to pilings.
O. Lessee is responsible for maintain their slip, including broken pilings (caused by Lessee usage), and removal of barnacles and oysters.
P. Lessee is responsible for maintenance and replacement of cleats, spigots and electrical outlets.
Q. Boardwalk trash cans and receptacles are for the exclusive use of Harbor patrons.
R. Rules are subject to change at Lessor's discretion.
S. Violations are subject to a $100 fine per occurrence.
T. Jurisdictional fines as a result of Lessee's disregard for code, laws and ordinances, will be assessed against respective Lessee(s).
U. Lessee shall not relocate its vessel to another dock slip without the prior written consent of Lessor, such consent shall be at Lessor's sole discretion. An administrative charge of Two Hundred and Fifty Dollars ($250.00) shall be imposed upon Lessee each time Lessor is asked to review a proposed relocation, to reimburse Lessor for its expenses in connection with such review, such charges to be paid as Additional Rent at the time of the first monthly installment of Rent following Lessee's receipt of Lessor's invoice for such charge.

BEN ANDERSON
Okaloosa County Tax Collector

2025 / 2026
BUSINESS TAX RECEIPT

Renew your BTR on **OkaloosaTax.com.**
Echeck is ***FREE!***

OKALOOSA COUNTY BUSINESS TAX BILLING NOTICE

ACCOUNT NUMBER	BUSINESS NAME
140736	CRAB ISLAND DOLPHIN TOURS LLC

CRAB ISLAND DOLPHIN TOURS LLC
170 BAYWINDS DR.
DESTIN, FL 32541

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OWNER NAME: CRAB ISLAND DOLPHIN TOURS LLC
ACCOUNT NUMBER: 140736
RECEIPT NUMBER: 3600100764931

TYPE OF BUSINESS: Non-Regulated
BUSINESS ADDRESS: 170 BAYWINDS DR.
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AMOUNT	$35.00
PRIOR YEARS	0.00
☐ **TOTAL DUE BY Mar 31, 2026**	**$0.00**
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☐ IF PAID BY Jul 31, 2026	$0.00

Paid 0-25012202 35.00 07/11/2025

PAYMENT OPTIONS

QUICKLY AND SECURELY RENEW YOUR BUSINESS TAX RECEIPT AT

OkaloosaTax.com

E-check is ***FREE***

MAIL	DROP BOX	PHONE	SCAN WITH PHONE TO RENEW
P.O. Box 9 Shalimar, FL 32579	Located at each office location	850.651.7300 *or* ***#TAX*** (#829) from Cell	

RETAIN THIS PORTION FOR YOUR RECORDS
BALANCE DUE IS DETERMINED BY THE DATE THE PAYMENT IS POSTMARKED
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Paid 402-24000408 35.00 07/10/2024

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BEN ANDERSON
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Paid 0-23012314 35.00 07/20/2023

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Paid 0-22010147 35.00 07/08/2022

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Paid 0-21008038 35.00 07/06/2021

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Paid 0-21008038 35.00 07/06/2021

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BUSINESS ADDRESS: 170 BAYWINDS DR.
DESTIN, FL 32541

MAILING ADDRESS: 170 BAYWINDS DR.
DESTIN, FL 32541

AMOUNT	$35.00
PRIOR YEARS	0.00
☐ **TOTAL DUE BY Mar 31, 2026**	**$0.00**
☐ IF PAID BY Apr 30, 2026	$0.00
☐ IF PAID BY May 31, 2026	$0.00
☐ IF PAID BY Jun 30, 2026	$0.00
☐ IF PAID BY Jul 31, 2026	$0.00

Paid 0-20009602 35.00 07/13/2020

PAYMENT OPTIONS

QUICKLY AND SECURELY RENEW YOUR BUSINESS TAX RECEIPT AT
OkaloosaTax.com
E-check is ***FREE***

MAIL	DROP BOX	PHONE	SCAN WITH PHONE TO RENEW
P.O. Box 9 Shalimar, FL 32579	Located at each office location	850.651.7300 *or* ***#TAX*** (#829) from Cell	

RETAIN THIS PORTION FOR YOUR RECORDS
BALANCE DUE IS DETERMINED BY THE DATE THE PAYMENT IS POSTMARKED
PLEASE MAKE CHECKS PAYABLE TO BEN ANDERSON TAX COLLECTOR. MAIL PAYMENTS TO P.O. BOX 9, SHALIMAR, FL 32579

BEN ANDERSON
Okaloosa County Tax Collector

2020 / 2021
BUSINESS TAX RECEIPT

Renew your BTR on **OkaloosaTax.com.**
Echeck is ***FREE!***

OKALOOSA COUNTY BUSINESS TAX BILLING NOTICE

ACCOUNT NUMBER	BUSINESS NAME
140736	CRAB ISLAND DOLPHIN TOURS LLC

CRAB ISLAND DOLPHIN TOURS LLC
170 BAYWINDS DR.
DESTIN, FL 32541

PAY ONLINE
OkaloosaTax.com
PAY BY MAIL
P.O. BOX 9
Shalimar, FL 32579

IF THE BTR HAS ALREADY BEEN RENEWED, PAYMENT CAN BE CONFIRMED AND RECEIPT PRINTED BY SCANNING THE QR CODE ABOVE OR AT **OKALOOSATAX.COM**

AMOUNT	$35.00
PRIOR YEARS	0.00
☐ **TOTAL DUE BY Mar 31, 2026**	**$0.00**
☐ IF PAID BY Apr 30, 2026	$0.00
☐ IF PAID BY May 31, 2026	$0.00
☐ IF PAID BY Jun 30, 2026	$0.00
☐ IF PAID BY Jul 31, 2026	$0.00

Paid 0-20009602 35.00 07/13/2020

RETURN WITH PAYMENT

BEN ANDERSON
Okaloosa County Tax Collector

2019 / 2020
BUSINESS TAX RECEIPT

Renew your BTR on **OkaloosaTax.com.**
Echeck is ***FREE!***

OKALOOSA COUNTY BUSINESS TAX BILLING NOTICE

ACCOUNT NUMBER	BUSINESS NAME
140736	CRAB ISLAND DOLPHIN TOURS LLC

CRAB ISLAND DOLPHIN TOURS LLC
170 BAYWINDS DR.
DESTIN, FL 32541

IS YOUR BUSINESS CLOSED?
To request the closure of your Okaloosa County Business Tax Receipt, please complete and submit the online form at **OkaloosaTax.com/CloseBusinessTaxAccount/**

Please review all the information on this notice for accuracy. If any of the information is incorrect, please contact the Tax Collector's Office via email at BTRWeb@OkaloosaTax.com

BUSINESS NAME: CRAB ISLAND DOLPHIN TOURS LLC

OWNER NAME: CRAB ISLAND DOLPHIN TOURS LLC
ACCOUNT NUMBER: 140736
RECEIPT NUMBER: 3600100764931

TYPE OF BUSINESS: Non-Regulated
BUSINESS ADDRESS: 170 BAYWINDS DR.
DESTIN, FL 32541

MAILING ADDRESS: 170 BAYWINDS DR.
DESTIN, FL 32541

AMOUNT	$35.00
PRIOR YEARS	0.00
☐ **TOTAL DUE BY Mar 31, 2026**	**$0.00**
☐ IF PAID BY Apr 30, 2026	$0.00
☐ IF PAID BY May 31, 2026	$0.00
☐ IF PAID BY Jun 30, 2026	$0.00
☐ IF PAID BY Jul 31, 2026	$0.00

Paid 266-19000576 43.75 01/31/2020

PAYMENT OPTIONS

QUICKLY AND SECURELY RENEW YOUR BUSINESS TAX RECEIPT AT
OkaloosaTax.com
E-check is ***FREE***

MAIL	DROP BOX	PHONE	SCAN WITH PHONE TO RENEW
P.O. Box 9 Shalimar, FL 32579	Located at each office location	850.651.7300 *or* ***#TAX*** (#829) from Cell	

RETAIN THIS PORTION FOR YOUR RECORDS
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PLEASE MAKE CHECKS PAYABLE TO BEN ANDERSON TAX COLLECTOR. MAIL PAYMENTS TO P.O. BOX 9, SHALIMAR, FL 32579

BEN ANDERSON
Okaloosa County Tax Collector

2019 / 2020
BUSINESS TAX RECEIPT

Renew your BTR on **OkaloosaTax.com.**
Echeck is ***FREE!***

OKALOOSA COUNTY BUSINESS TAX BILLING NOTICE

ACCOUNT NUMBER	BUSINESS NAME
140736	CRAB ISLAND DOLPHIN TOURS LLC

PAY ONLINE
OkaloosaTax.com
PAY BY MAIL
P.O. BOX 9
Shalimar, FL 32579

IF THE BTR HAS ALREADY BEEN RENEWED, PAYMENT CAN BE CONFIRMED AND RECEIPT PRINTED BY SCANNING THE QR CODE ABOVE OR AT **OKALOOSATAX.COM**

AMOUNT	$35.00
PRIOR YEARS	0.00
☐ **TOTAL DUE BY Mar 31, 2026**	**$0.00**
☐ IF PAID BY Apr 30, 2026	$0.00
☐ IF PAID BY May 31, 2026	$0.00
☐ IF PAID BY Jun 30, 2026	$0.00
☐ IF PAID BY Jul 31, 2026	$0.00

CRAB ISLAND DOLPHIN TOURS LLC
170 BAYWINDS DR.
DESTIN, FL 32541

Paid 266-19000576 43.75 01/31/2020

RETURN WITH PAYMENT

BEN ANDERSON
Okaloosa County Tax Collector

2018 / 2019
BUSINESS TAX RECEIPT

Renew your BTR on **OkaloosaTax.com.**
Echeck is ***FREE!***

OKALOOSA COUNTY BUSINESS TAX BILLING NOTICE

ACCOUNT NUMBER	BUSINESS NAME
140736	CRAB ISLAND DOLPHIN TOURS LLC

CRAB ISLAND DOLPHIN TOURS LLC
170 BAYWINDS DR.
DESTIN, FL 32541

IS YOUR BUSINESS CLOSED?
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Please review all the information on this notice for accuracy. If any of the information is incorrect, please contact the Tax Collector's Office via email at BTRWeb@OkaloosaTax.com

BUSINESS NAME: CRAB ISLAND DOLPHIN TOURS LLC

OWNER NAME: CRAB ISLAND DOLPHIN TOURS LLC
ACCOUNT NUMBER: 140736
RECEIPT NUMBER: 3600100764931

TYPE OF BUSINESS: Non-Regulated
BUSINESS ADDRESS: 170 BAYWINDS DR.
DESTIN, FL 32541

MAILING ADDRESS: 170 BAYWINDS DR.
DESTIN, FL 32541

AMOUNT	$35.00
PRIOR YEARS	0.00
☐ **TOTAL DUE BY Mar 31, 2026**	**$0.00**
☐ IF PAID BY Apr 30, 2026	$0.00
☐ IF PAID BY May 31, 2026	$0.00
☐ IF PAID BY Jun 30, 2026	$0.00
☐ IF PAID BY Jul 31, 2026	$0.00

Paid 0-18052196 35.00 05/01/2019

PAYMENT OPTIONS

QUICKLY AND SECURELY RENEW YOUR BUSINESS TAX RECEIPT AT

OkaloosaTax.com

E-check is ***FREE***

MAIL	DROP BOX	PHONE	SCAN WITH PHONE TO RENEW
P.O. Box 9 Shalimar, FL 32579	Located at each office location	850.651.7300 *or* ***#TAX*** (#829) from Cell	

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PLEASE MAKE CHECKS PAYABLE TO BEN ANDERSON TAX COLLECTOR. MAIL PAYMENTS TO P.O. BOX 9, SHALIMAR, FL 32579

BEN ANDERSON
Okaloosa County Tax Collector

2018 / 2019
BUSINESS TAX RECEIPT

Renew your BTR on **OkaloosaTax.com.**
Echeck is ***FREE!***

OKALOOSA COUNTY BUSINESS TAX BILLING NOTICE

ACCOUNT NUMBER	BUSINESS NAME
140736	CRAB ISLAND DOLPHIN TOURS LLC

CRAB ISLAND DOLPHIN TOURS LLC
170 BAYWINDS DR.
DESTIN, FL 32541

PAY ONLINE
OkaloosaTax.com
PAY BY MAIL
P.O. BOX 9
Shalimar, FL 32579

IF THE BTR HAS ALREADY BEEN RENEWED, PAYMENT CAN BE CONFIRMED AND RECEIPT PRINTED BY SCANNING THE QR CODE ABOVE OR AT **OKALOOSATAX.COM**

AMOUNT	$35.00
PRIOR YEARS	0.00
☐ **TOTAL DUE BY Mar 31, 2026**	**$0.00**
☐ IF PAID BY Apr 30, 2026	$0.00
☐ IF PAID BY May 31, 2026	$0.00
☐ IF PAID BY Jun 30, 2026	$0.00
☐ IF PAID BY Jul 31, 2026	$0.00

Paid 0-18052196 35.00 05/01/2019

RETURN WITH PAYMENT

THIS DOCUMENT IS A SEAFARERS' IDENTITY DOCUMENT FOR THE PURPOSE OF THE SEAFARERS' IDENTITY DOCUMENTS CONVENTION (REVISED), 2003, OF THE INTERNATIONAL LABOR ORGANIZATION.

I DO SOLEMNLY SWEAR OR AFFIRM THAT I WILL FAITHFULLY AND HONESTLY, ACCORDING TO MY BEST SKILL AND JUDGMENT, AND WITHOUT CONCEALMENT AND RESERVATION, PERFORM ALL THE DUTIES REQUIRED OF ME BY THE LAWS OF THE UNITED STATES. I WILL FAITHFULLY AND HONESTLY CARRY OUT THE LAWFUL ORDERS OF MY SUPERIOR OFFICERS ABOARD A VESSEL.

SIGNATURE OF BEARER

UNITED STATES OF AMERICA

MERCHANT MARINER CREDENTIAL

Issued By: The United States Coast Guard National Maritime Center
Website: http://www.uscg.mil/nmc Phone: 1-888-I-ASK-NMC

Document Number	Type	Country Code	Reference Number
USA000700843	PG	USA	3584397



Full Name
WAYNE ROBERT BURNETTE

Present Address
170 BAYWINDS DRIVE
DESTIN, FL 32541

Citizenship	Height	Hair Color	DOB
USA	6'01"	GRY	19-JUN-1970
Sex	**Weight**	**Eye Color**	**Place of Birth**
M	194	GRN	ATLANTA, GA
Issue Date			**Expiration Date**
04-AUG-2023			04-AUG-2028

PGUSABURNETTE<<WAYNE<ROBERT<<<<<<<<<<<<<<<<

000700843OUSA7006193M2808048<<<<<<<<<<<<<<8

THIS DOCUMENT IS A SEAFARERS' IDENTITY DOCUMENT FOR THE PURPOSE OF THE SEAFARERS' IDENTITY DOCUMENTS CONVENTION (REVISED), 2003, OF THE INTERNATIONAL LABOR ORGANIZATION.

I DO SOLEMNLY SWEAR OR AFFIRM THAT I WILL FAITHFULLY AND HONESTLY, ACCORDING TO MY BEST SKILL AND JUDGMENT, AND WITHOUT CONCEALMENT AND RESERVATION, PERFORM ALL THE DUTIES REQUIRED OF ME BY THE LAWS OF THE UNITED STATES. I WILL FAITHFULLY AND HONESTLY CARRY OUT THE LAWFUL ORDERS OF MY SUPERIOR OFFICERS ABOARD A VESSEL.

SIGNATURE OF BEARER

UNITED STATES OF AMERICA

MERCHANT MARINER CREDENTIAL

Issued By: The United States Coast Guard National Maritime Center
Website: http://www.uscg.mil/nmc Phone: 1-888-I-ASK-NMC

Document Number	Type	Country Code	Reference Number
USA000446365	PG	USA	3584397



Full Name
WAYNE ROBERT BURNETTE

Present Address
170 BAYWINDS DRIVE
DESTIN, FL 32541

Citizenship	Height	Hair Color	DOB
USA	5'11"	GRY	19-JUN-1970
Sex	**Weight**	**Eye Color**	**Place of Birth**
M	175	GRN	ATLANTA, GA
Issue Date			**Expiration Date**
03-AUG-2018			03-AUG-2023

PGUSABURNETTE<<WAYNE<ROBERT<<<<<<<<<<<<<<<<

D00446365OUSA7006193M2308032<<<<<<<<<<<<<<4

This document is a seafarers' identity document for the purpose of the Seafarers' Identity Documents Convention (Revised), 2003, of the International Labor Organization.

SIGNATURE OF BEARER

UNITED STATES OF AMERICA

MERCHANT MARINER CREDENTIAL

Issued By: The United States Coast Guard National Maritime Center
Website: http://www.uscg.mil/nmc Phone: 1-888-I-ASK-NMC

Document Number	Type	Country Code	Reference Number
USA000277223	PG	USA	3584397



Full Name
WAYNE ROBERT BURNETTE

Present Address
170 BAYWINDS DRIVE
DESTIN, FL 32541

Citizenship	Height	Hair Color	DOB
USA	6'01"	GRY	19-JUN-1970

Sex	Weight	Eye Color	Place of Birth
M	175	HAZ	ATLANTA, GA

Issue Date	Expiration Date
03-DEC-2014	03-DEC-2019

PGUSABURNETTE<<WAYNE<ROBERT<<<<<<<<<<<<<<<<<<
0002772235USA7006193M1912032<<<<<<<<<<<<<<<2

2021 FLORIDA LIMITED LIABILITY COMPANY REINSTATEMENT

DOCUMENT# L19000108923

Entity Name: CRAB ISLAND DOLPHIN TOURS LLC

Current Principal Place of Business:

170 BAYWINDS DRIVE
DESTIN, FL 32541

Current Mailing Address:

170 BAYWINDS DRIVE
DESTIN, FL 32541

FEI Number: NOT APPLICABLE

FILED
Feb 01, 2021
Secretary of State
6730170492CR

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

BURNETTE, WAYNE R
170 BAYWINDS DRIVE
DESTIN, FL 32541 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: WAYNE R BURNETTE 02/01/2021

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR
Name	BURNETTE, WAYNE
Address	170 BAYWINDS DRIVE
City-State-Zip:	DESTIN FL 32541

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: WAYNE R BURNETTE OWNER 02/01/2021

Electronic Signature of Signing Authorized Person(s) Detail — Date

2021 FLORIDA LIMITED LIABILITY COMPANY REINSTATEMENT

DOCUMENT# L19000108923

Entity Name: CRAB ISLAND DOLPHIN TOURS LLC

Current Principal Place of Business:

170 BAYWINDS DRIVE
DESTIN, FL 32541

Current Mailing Address:

170 BAYWINDS DRIVE
DESTIN, FL 32541

FEI Number: NOT APPLICABLE

FILED
Feb 01, 2021
Secretary of State
6730170492CR

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

BURNETTE, WAYNE R
170 BAYWINDS DRIVE
DESTIN, FL 32541 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: WAYNE R BURNETTE 02/01/2021

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR
Name	BURNETTE, WAYNE
Address	170 BAYWINDS DRIVE
City-State-Zip:	DESTIN FL 32541

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: WAYNE R BURNETTE OWNER 02/01/2021

Electronic Signature of Signing Authorized Person(s) Detail — Date

2022 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Mar 07, 2022
Secretary of State
6727835159CC

DOCUMENT# L19000108923

Entity Name: CRAB ISLAND DOLPHIN TOURS LLC

Current Principal Place of Business:

170 BAYWINDS DRIVE
DESTIN, FL 32541

Current Mailing Address:

170 BAYWINDS DRIVE
DESTIN, FL 32541

FEI Number: NOT APPLICABLE

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

BURNETTE, WAYNE R
170 BAYWINDS DRIVE
DESTIN, FL 32541 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: WAYNE R BURNETTE 03/07/2022

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR
Name	BURNETTE, WAYNE
Address	170 BAYWINDS DRIVE
City-State-Zip:	DESTIN FL 32541

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: WAYNE R BURNETTE MGR 03/07/2022

Electronic Signature of Signing Authorized Person(s) Detail — Date

2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L19000108923

Entity Name: CRAB ISLAND DOLPHIN TOURS LLC

Current Principal Place of Business:

170 BAYWINDS DRIVE
DESTIN, FL 32541

Current Mailing Address:

170 BAYWINDS DRIVE
DESTIN, FL 32541

FEI Number: NOT APPLICABLE

FILED
Jan 04, 2023
Secretary of State
3676934933CC

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

BURNETTE, WAYNE R
170 BAYWINDS DRIVE
DESTIN, FL 32541 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: WAYNE R BURNETTE 01/04/2023

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR
Name	BURNETTE, WAYNE
Address	170 BAYWINDS DRIVE
City-State-Zip:	DESTIN FL 32541

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: WAYNE R BURNETTE OWNER 01/04/2023

Electronic Signature of Signing Authorized Person(s) Detail — Date

2024 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L19000108923

Entity Name: CRAB ISLAND DOLPHIN TOURS LLC

Current Principal Place of Business:

170 BAYWINDS DRIVE
DESTIN, FL 32541

Current Mailing Address:

170 BAYWINDS DRIVE
DESTIN, FL 32541

FEI Number: NOT APPLICABLE

FILED
Jan 25, 2024
Secretary of State
5652070556CC

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

BURNETTE, WAYNE R
170 BAYWINDS DRIVE
DESTIN, FL 32541 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: WAYNE R BURNETTE 01/25/2024

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR
Name	BURNETTE, WAYNE
Address	170 BAYWINDS DRIVE
City-State-Zip:	DESTIN FL 32541

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: WAYNE BURNETTE OWNER 01/25/2024

Electronic Signature of Signing Authorized Person(s) Detail — Date

2025 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L19000108923

Entity Name: CRAB ISLAND DOLPHIN TOURS LLC

Current Principal Place of Business:

170 BAYWINDS DRIVE
DESTIN, FL 32541

Current Mailing Address:

170 BAYWINDS DRIVE
DESTIN, FL 32541

FEI Number: NOT APPLICABLE

FILED
Jan 02, 2025
Secretary of State
3179180444CC

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

BURNETTE, WAYNE R
170 BAYWINDS DRIVE
DESTIN, FL 32541 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: WAYNE R BURNETTE 01/02/2025

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR
Name	BURNETTE, WAYNE
Address	170 BAYWINDS DRIVE
City-State-Zip:	DESTIN FL 32541

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: WAYNE BURNETTE OWNER 01/02/2025

Electronic Signature of Signing Authorized Person(s) Detail — Date

2026 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L19000108923

Entity Name: CRAB ISLAND DOLPHIN TOURS LLC

Current Principal Place of Business:

170 BAYWINDS DRIVE
DESTIN, FL 32541

Current Mailing Address:

170 BAYWINDS DRIVE
DESTIN, FL 32541

FEI Number: NOT APPLICABLE

FILED
Jan 05, 2026
Secretary of State
7717177725CC

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

BURNETTE, WAYNE R
170 BAYWINDS DRIVE
DESTIN, FL 32541 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: WAYNE R BURNETTE 01/05/2026

Electronic Signature of Registered Agent — Date

Authorized Person(s) Detail :

Title	MGR
Name	BURNETTE, WAYNE
Address	170 BAYWINDS DRIVE
City-State-Zip:	DESTIN FL 32541

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: WAYNE BURNETTE OWNER 01/05/2026

Electronic Signature of Signing Authorized Person(s) Detail — Date

Electronic Articles of Organization
For
Florida Limited Liability Company

L19000108923
FILED 8:00 AM
April 22, 2019
Sec. Of State
clharper

Article I

The name of the Limited Liability Company is:

CRAB ISLAND DOLPHIN TOURS LLC

Article II

The street address of the principal office of the Limited Liability Company is:

170 BAYWINDS DRIVE
DESTIN, FL. 32541

The mailing address of the Limited Liability Company is:

170 BAYWINDS DRIVE
DESTIN, FL. 32541

Article III

Other provisions, if any:

ANY LAWFUL BUSINESS

Article IV

The name and Florida street address of the registered agent is:

WAYNE BURNETTE
170 BAYWINDS DRIVE
DESTIN, FL. 32541

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: WAYNE BURNETTE

L19000108923
FILED 8:00 AM
April 22, 2019
Sec. Of State
clharper

Article V

The name and address of person(s) authorized to manage LLC:

Title: MGR
WAYNE BURNETTE
170 BAYWINDS DRIVE
DESTIN, FL. 32541

Article VI

The effective date for this Limited Liability Company shall be:

04/22/2019

Signature of member or an authorized representative

Electronic Signature: WAYNE BURNETTE

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

Mail Lien Satisfaction to: Dept of Highway Safety and Motor Vehicles, Neil Kirkman Building, Tallahassee, FL 32399-0500

T# 2260219357
B# 35985288

Identification Number	Year	Make	Body	WT - L - BHP	Vessel Regis No.	Title Number
FRUA8355I223	2023	FRU	VS	24'5"	FL1918TK	148741182

Registered Owner:

WAYNE ROBERT BURNETTE
170 BAYWINDS DR
DESTIN, FL 32541-3750

Date of Issue 03/03/2026

Lien Release
Interest in the described vehicles is hereby released
By_____
Title_____
Date_____

IMPORTANT INFORMATION

1. When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section of the bottom of the certificate of title.
2. Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of the form.
3. Remove your license plate from the vehicle.
4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel:
http://www.flhsmv.gov/html/titlinf.html

Mail To:

WAYNE ROBERT BURNETTE
170 BAYWINDS DR
DESTIN, FL 32541-3750

LIEN SATISFACTION

CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT - L - BHP	Vessel Regis No.	Title Number
FRUA8355I223	2023	FRU	VS	24'5"	FL1918TK	148741182

Lien Release
Interest in the described vehicles is hereby released
By_____
Title_____
Date_____

Prev State	Color	Primary Brand	Secondary Brand	No of Brands	Use	Prev Issue Date
FL				0	VESSEL	10/10/2025

Odometer Status or Vessel Manufacturer or OH Use	Engine Drive	Hull Material	Prop	Date of Issue
FOREST RIVER INC-MARINE DIV		ALUM	OUTBRD	03/03/2026

Registered Owner
WAYNE ROBERT BURNETTE
170 BAYWINDS DR
DESTIN, FL 32541-3750

1st Lienholder
NONE

DIVISION OF MOTORIST SERVICES — TALLAHASSEE — FLORIDA — DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Robert R. Kynoch
Director

Control Number 178142174

Dave Kerner
Executive Director

43 /5 178142174

VOID IF ALTERED

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/ or state law require that the seller state the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership.
Failure to complete or providing a false statement may result in fines and/or imprisonment.
The title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name: _____ Address: _____

Seller Must Enter Selling Price: _____ Seller Must Enter Date Sold: _____

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads |_|_|_|,|_|_|_|.|_X_| (no tenths) miles, date read_____ and I hereby certify that to the best of my knowledge the odometer reading:

☐ 1. reflects ACTUAL MILEAGE. ☐ 2. is IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must Sign Here: _____ CO-SELLER Must Sign Here: _____

Print Here: _____ Print Here: _____

Selling Dealer's License Number: _____ Tax No.: _____ Tax Collected: _____

Auction Name: _____ License Number: _____

PURCHASER Must Sign Here: _____ CO-PURCHASER Must Sign Here: _____

Print Here: _____ Print Here: _____

NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE.

HSMV 82250 (REV. 3/15) STATE OF FLORIDA

A01154

Mail Lien Satisfaction to: Dept of Highway Safety and Motor Vehicles, Neil Kirkman Building, Tallahassee, FL 32399-0500

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
PWV18905B222	2022	PWV	VS	25'10"	FL8087TE	146135763

Date of Issue 03/25/2022

Registered Owner:

WAYNE ROBERT BURNETTE
170 BAYWINDS DR
DESTIN FL 32541-3750

Mail To:

WAYNE ROBERT BURNETTE
170 BAYWINDS DR
DESTIN FL 32541-3750

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

IMPORTANT INFORMATION

1. When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
2. Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
3. Remove your license plate from the vehicle.
4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: http://www.flhsmv.gov/html/titlinf.html

STATE OF FLORIDA — LIEN SATISFACTION

CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
PWV18905B222	2022	PWV	VS	25'10"	FL8087TE	146135763

Prev State	Color	Primary Brand	Secondary Brand	No of Brands	Use	Prev Issue Date
N					VESSEL	

Odometer Status or Vessel Manufacturer or OH use	Hull Material	Prop	Date of Issue
PARKS MFG LLC	ALUM	OUTBRD	03/25/2022

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

Registered Owner

WAYNE ROBERT BURNETTE
170 BAYWINDS DR
DESTIN FL 32541-3750

1st Lienholder

NONE

DIVISION OF MOTORIST SERVICES — TALLAHASSEE — FLORIDA — DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Robert R. Kynoch
Robert R. Kynoch
Director

Control Number 136975313

Terry L. Rhodes
Executive Director

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the milege, purchaser's name, selling price and date sold in connection with the transfer of ownership.
Failure to complete or providing a false statement may result in fines and/or imprisonment.
This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name:_____ Address:_____

Seller Must Enter Selling Price: _____ Seller Must Enter Date Sold: _____

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads |__||__||__|,|__||__||__|.| X | (no tenths) miles, date read_____ and I hereby certify that to the best of my knowledge the odometer reading:

☐ 1. reflects ACTUAL MILEAGE. ☐ 2. is IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must Sign Here: _____ CO-SELLER Must Sign Here: _____

Print Here: _____ Print Here: _____

Selling Dealer's License Number: _____ Tax No.: _____ Tax Collected: _____

Auction Name _____ License Number: _____

PURCHASER Must Sign Here: _____ CO-PURCHASER Must Sign Here: _____

Print Here: _____ Print Here: _____

NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE

HSMV 82250 (REV. 3/15) STATE OF FLORIDA

VOID IF ALTERED — VOID IF ALTERED

Bareboat/Demise Charter Agreement

This Charter Agreement entered on this, the _____ day of _____, 20 ___, between Crab Island Dolphin Tours LLC hereinafter referred to as the Owner and _____ or their assignees hereinafter referred to as the Charterer.

Whereas the Owner is registered owner of a vessel described as:

Vessel Make & Model: *Silverwave Grand Costa L* **Class:** *Pontoon* **Capacity: 12**

Prepared route: *Destin Harbor and surrounding waterways* **Port of Delivery:** *Destin Harbor*

Period of Hire: _____

Vessel Limitations: Persons on board are limited by the tonnage of this vessel. No more than 12 passengers may be guests on board while underway.

And Whereas the Charterer wishes to charter said vessel;

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

1. The Charter shall begin at _____ AM/PM and terminate at _____ AM/PM

2. CHARTER RATE: The charter rate shall be $_____

Said compensation shall be paid as follows: Cash or Credit Card (convenience fee charge of 3.75%) to Crab Island Dolphin Tours LLC

3. This is a demised charter and Charterer reserves to operate said vessel lawfully and in a safe and seaworthy manner. Charterer shall conform to all laws and regulations. Charterer agrees to indemnify, protect, defend, and hold harmless the Owner, the vessel, its registered owner, its captain, against the results of any breach by chartered of the obligation or any other obligations imposed by law upon the Charterer. Charterer shall maintain the vessel in good repair and maintain all classification, certification, or certificates of inspection in full force and effect during the entire course of the charter.

4. Charterer shall provide and pay for the Captain of the vessel. The Charterer shall select and direct said Captain. The duties of the Captain shall be directed and controlled solely by the Charterer. The Captain of the vessel shall serve at the discretion of the Charterer. Charterer shall choose a Captain of their choice as long as they are qualified.

5. The agreement shall be constructed in accordance with the admiralty and maritime laws of the United States of America and the State of Florida.

_____ _____

Owner **Date**

_____ _____

Charterer **Date**

Captain List:

Wayne Burnette	(850) 803-5466	Nathan Hebert	(251) 786-5277
Kyle Lage	(850) 687-9054	Brian DeVito	(850) 737-4555

Custom Field Answers

Generated 3/21/26 at 9:03 pm

Availabilities on 1/1/25 – 12/31/25
Crab Island Dolphin Tours

	Custom Field Answers				
Value	Use Count	Subtotal	Total Tax	Total	Total Paid
1 Person	2	$600.00	$42.00	$642.00	$0.00
2 People	16	$4,800.00	$336.00	$5,136.00	$4,330.41
3 People	21	$6,300.00	$441.00	$6,741.00	$6,741.00
4 People	55	$16,500.00	$1,155.00	$17,655.00	$16,289.20
5 People	52	$15,600.00	$1,092.00	$16,692.00	$16,000.92
6 People	42	$12,600.00	$882.00	$13,482.00	$12,527.67
7 People	36	$12,600.00	$882.00	$13,482.00	$12,784.40
8 People	27	$10,800.00	$756.00	$11,556.00	$10,157.48
9 People	15	$6,750.00	$472.50	$7,222.50	$6,568.57
10 People	7	$3,500.00	$245.00	$3,745.00	$3,745.00
11 People	3	$1,650.00	$115.50	$1,765.50	$1,765.50
12 People	10	$6,000.00	$420.00	$6,420.00	$6,420.00
12 values	**286**	**$97,700.00**	**$6,839.00**	**$104,539.00**	**$97,330.15**

City of Destin
4200 Indian Bayou Trail, Destin FL 32541
(850) 654-1119

2026

BUSINESS TAX RECEIPT CERTIFICATE

Business Name:	Crab Island Dolphin Tours	**Mailing Address:**	170 Baywinds Dr
Business Location:	314 Harbor Blvd #		Destin, FL 32541
	Destin, FL 32541	**Issued Date:**	4/9/2026
License Type:	Marine Charter Boat	**Expiration Date:**	9/30/2026
Classification:	Marine - Charter Boats, Per Passenger Fee		

The Receipt is a business tax only. It does not permit the licensee to violate any existing regulatory or zoning laws of the City, nor does it exempt the business from any other taxes or permits that may be required by law.

Business Tax Receipt account holders must comply with state laws and local ordinances, including zoning.

TO BE POSTED IN A CONSPICUOUS PLACE

COMMERCIAL LEASE AGREEMENT

Landlord: **PELICAN ADVENTURES, INC.**
580 Harbor Blvd
Destin, FL 32541

Tenant: WAYNE BURNETTE
ATTN: _____
Address: 170 BAYWINDS DR
DESTIN FL 32541

ARTICLE I
AGREEMENT; PREMISES; TERM; RENT

This Lease Agreement (hereafter the "Lease") is entered into between Landlord and Tenant this _____ day of MARCH, 1 (the "Effective Date").

1.1 Demise of Property. Landlord is the owner of certain real property in Okaloosa County, Florida with address of 546, 580 and 600 Harbor Blvd., Destin, FL 32541 (the "Harbor Parcel") which contains certain docks and boardwalks (collectively the "Docks") and limited parking spaces ("Harbor Parcel Parking").

Landlord is also the lessee of sovereign submerged land adjacent to the Harbor Parcel (the "Submerged Land") under a Sovereignty Submerged Lands Lease with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (the "Submerged Land Lease"). The Docks are constructed on portions of the Harbor Parcel and Submerged Land and contain a number of numbered boat slips (the "Slips"). Landlord is also the owner of the real property located at 106 Benning Drive, Destin, FL 32541 which contains a parking lot (the land and parking lot located thereon is referred to as the "Offsite Parking Lot"). The Premises (as hereinafter defined), Harbor Parcel, Submerged Land and Offsite Parking Lot are collectively referred to herein as the "Marina Facility". A site plan with legal description of the Harbor Parcel is attached hereto as **Exhibit 1**. A site plan with legal description of the Offsite Parking Lot is attached hereto as **Exhibit 2.**

Landlord leases to Tenant, and Tenant hereby leases from Landlord, Slip number ___, in accordance with the provisions of this Lease, which shall include non-exclusive use of the adjacent Docks and its pilings, dock cleats, water hose(s), spigot(s) and electrical valve(s) located in or on said Docks as described herein. The rights granted herein to Slip __ includes a lease to Tenant of the portions of Slip __ that is located within the boundaries of the Harbor Parcel and a sublease of the portions of Slip __ located over the Submerged Land (collectively, the "Premises") on the terms and conditions stated herein. An aerial photograph of the Docks with Slip numbers is attached hereto as **Exhibit 3**.

1.1(b) Approved Vessels; No Substitution.

Tenant is authorized to berth only the following specifically identified vessels at the Premises:

1. Vessel Name: SILVERWAVE
   Make/Model: SILVERWAVE
   Length: 24
   Registration or Documentation No.: FI 9087 TB
   Hull Identification Number (HIN): PWV 18905 8222

Initials:
Tenant: WB
Landlord: _____

No other vessel shall be docked, stored, or substituted at the Premises for any reason without the prior written consent of Landlord. Substitution of any vessel, whether owned by Tenant or any affiliate, due to breakdown, repair, sale, or otherwise, shall constitute a material default under this Lease unless expressly approved in writing by Landlord.

1.2 Common Areas. Tenant and Tenant's owners, officers, members, managers, employees, agents, contractors, self-employed 1099 contractors, independent contractors, customers, employees, invitees and licensees (collectively, the "Tenant Related Parties" or singularly a "Tenant Related Party"), shall have the non-exclusive right, throughout the Term, to use, in common with the others entitled to similar use thereof, all of the common areas of the Marina Facility that may from time to time be constructed, including, but not limited to, all docks, boardwalks, restrooms, common areas, drives and sidewalks for ingress and egress to and from the Premises and the Offsite Parking Lot (the "Common Areas"). Neither Tenant, nor anyone at the Marina Facility by or through the Tenant, shall take any action to damage, alter, amend or improve any portion of the Common Areas.

Notwithstanding the preceding, Tenant agrees that it shall only have the right to use the Premises and shall not have the right to use any other Slips without the express written consent of the Landlord. The Tenant further acknowledges and agrees that the Landlord operates the Marina Facility as a commercial dock facility, and from such parcels also operates its own fishing and recreational charter service business. Landlord may, in its sole discretion, lease other Slips or portions of the Marina Facility to third parties who may also operate their own commercial business. Tenant shall not, through act or omission, interfere with Landlord's business operations of the Marina Facility or allow to interfere through act or omission.

The Tenant further acknowledges and agrees that there are certain areas on the Marina Facility that are specifically reserved to the exclusive use of the Landlord or other tenants, including certain office and sales buildings, Slips and similar areas. Tenant shall not have any right of use of such areas designated for the exclusive use of the Landlord or other tenants.

All Common Areas shall be subject to the exclusive control and management of Landlord or such other persons or nominees as Landlord may have reasonably delegated or assigned to exercise such management or control, in whole or in part, in Landlord's place and stead. Tenant acknowledges that Landlord makes no representation or warranty whatsoever concerning the safety of the Common Areas or the adequacy of any security system, which is or may be instituted for the Common Areas. In no event shall Tenant have the right to sell or solicit in any manner in any of the Common Areas. Landlord shall have the right to close, if necessary, all or any portion of the Common Areas to such extent as may in the opinion of Landlord's counsel be legally necessary to prevent a dedication thereof or the accrual of any rights of any person or of the public therein; to close temporarily all or any portion of the Common Areas to discourage non-customer use; to use portions of the Common Areas while engaged in making additional improvements or repairs or alterations to the Marina Facility, and to do and perform such other acts in, to and with respect to, the Common Areas as in the use of good business judgment Landlord shall determine to be appropriate. Landlord may close such portions of the Common Areas for periods as are necessary in order to make any necessary repairs.

Tenant further acknowledges and agrees that there are very limited Harbor Parcel Parking spaces, and that, notwithstanding any provision in this Lease to the contrary, Tenant and all Tenant's employees, contractors, consultants, vendors and other service providers of Tenant shall only park in the Offsite Parking Lot, for which a fee may be charged at the discretion of Landlord. Such persons are not permitted to park in the Harbor Parcel Parking spaces under any circumstances. Tenant's customers and

Initials:
Tenant: WB
Landlord: VD

patrons may park in the Offsite Parking Lot or in the Harbor Parcel Parking spaces, for which a fee may be charged at the discretion of Landlord. Landlord may create such rules and regulations as are necessary to enforce this provision and may enforce this provision as reasonably necessary, including leaving notices on vehicles and towing. If emergency or similar situations occur in which it becomes necessary for Tenant or its vendors to use the Harbor Parcel Parking spaces on a temporary basis, Tenant may obtain prior written approval of the Landlord for same.

1.3 Limitation on Extent of Premises. Tenant shall receive by virtue of this Lease only the rights and privileges herein specifically granted and/or leased unto Tenant. Landlord specifically excepts and reserves unto itself, without limiting the generality of the foregoing, at any time during the term of this Lease, (i) to replace, maintain and repair such portions of the Premises as is/are required under this Lease or by any governmental agency or as is required by law; and (ii) the right to make any alterations, additions or design changes whatsoever to the Marina Facility deemed necessary or desirable by the Landlord, provided such alterations, additions or design changes do not substantially interfere with Tenant's operations from the Premises for the Permitted Use.

1.4 Effective Date/Commencement Date. This Lease shall be deemed to be effective and binding as of the Effective Date stated above. Tenant's occupancy of the Premises shall commence on ____ _____ (the "Commencement Date").

1.5 Lease Term. The term of this Lease (the "Lease Term" or "Term") shall begin on the Commencement Date and continue for a period of one (1) year, until _____, _____ at 11:59 p.m. unless renewed or sooner terminated as may be provided for herein (the "Termination Date").

1.6 Base Rent. Beginning on the Commencement Date and thereafter on the first (1st) day of each subsequent month during the Term, Tenant agrees to pay to Landlord base rent in the amount of 1000 and 00/100 Dollars ($ 1000) per month (the "Base Rent"), plus applicable sales tax as provided herein. Any such payment not received by Landlord by the fifth (5th) day of the month in which the payment is due shall be deemed late and shall constitute a default hereunder.

1.7 Sales Tax. Tenant shall pay to Landlord the applicable lease sales tax per month on all sums designated as Rent (including Base Rent and Additional Rent) under this Lease, or as required by Florida law (even if a payment is not designated as Rent under this Lease), which payments are to accompany and be in addition to the monthly Base Rent due. Current Okaloosa County sales tax is 6.5% and surtax is .5% for a total tax rate of 7%.

1.8 Additional Rent. Tenant shall pay all sales taxes and all other payments and charges required to be paid by Tenant to Landlord in this Lease, and all such payments shall be considered "Additional Rent" hereunder. Unless payment is specified otherwise herein, Landlord shall bill, notice or invoice Tenant for amounts due as Additional Rent and such amounts shall be due and payable within thirty (30) days from delivery of the bill, notice or invoice. Base Rent and Additional Rent are collectively referred to as "Rent".

1.9 Place of Payment. Except as expressly set forth herein to the contrary, Tenant shall pay all Rent due to Landlord without notice or demand at the Landlord's address set forth on the first page of this Lease, or to any other place designated via written notice from Landlord to Tenant.

1.10 Payment for Additional Items Not Specified as Rent. Tenant shall pay any charge, expense, or cost required to be paid in this Lease and for which the time and manner of payment of which is not specifically provided herein, within thirty (30) days following Tenant's receipt of a bill, notice or invoice, whether such bill, notice or invoice is from Landlord, a third party, or a government entity.

Initials:
Tenant: WB
Landlord: VD

1.11 Termination upon Expiration of Term. This Lease shall automatically terminate on the Termination Date, without notice from either Landlord or Tenant, unless sooner terminated as provided herein. Upon termination, Tenant agrees to vacate and surrender the Premises to Landlord and Landlord shall be entitled to summary recovery of possession of the Premises as if statutory notice had been given and received.

1.12 Notice of Vacating or Renewal. At least 30 days prior to the expiration of the Lease, Tenant shall provide Landlord with written notice of whether Tenant intends to vacate the Premises on the Termination Date or if Tenant wishes to renew the Lease. If Tenant wishes to renew, then Landlord and Tenant shall attempt to negotiate a new lease prior to the Terminate Date. If a new lease is not agreed upon in writing by the parties, then Tenant shall vacate on the Termination Date as provided for in this Lease. If Tenant provides no notice, then Tenant will be deemed to have elected to vacate on the Termination Date.

1.13 No Renewal upon Holding Over. Holding over by Tenant without Landlord's written consent shall not renew this Lease or act as a waiver of Landlord's rights or remedies at law or in equity, as all such remedies are hereby expressly reserved to Landlord. If, subsequent to the Termination Date, Tenant continues to occupy the Premises without the express prior written consent of the Landlord, the tenancy shall be deemed a tenancy at sufferance and Tenant agrees to pay double the Base Rent provided by this Lease for the duration of the holdover period, including damages and costs as provided by law. Tenant shall further pay Landlord's reasonable attorney fees and costs related to any action for eviction or possession instituted against the Tenant. Mere payment and acceptance of any Rent (in whole or in part) subsequent to expiration of the Lease Term shall not be deemed written consent of Landlord for Tenant to remain in possession or create a renewal of this Lease. Tenant shall be liable to Landlord for any and all damages, fees and costs incurred by Landlord as a result of Tenant holding over, including attorney fees and costs.

1.14 Holding Over with Consent. If Tenant remains in possession after the Termination Date with Landlord's written and signed consent, then such tenancy shall be a month-to-month tenancy unless agreed otherwise in writing by the Landlord, and such tenancy shall be subject to all the terms and conditions of this Lease. In such a tenancy, Landlord may terminate such tenancy with 15 days written notice to Tenant. If Tenant wishes to terminate, Tenant shall provide Landlord with thirty (30) days prior written notice of Tenant's intent to terminate its tenancy. Tenant's tenancy shall be deemed terminated on that date which is thirty (30) days after Landlord's receipt of a termination notice and Tenant shall be liable for all Rent due through the date of termination. The right to terminate in this section shall only apply to a holdover tenancy with permission of the Landlord after the Term of the Lease has expired. Tenant shall not have the right to terminate this Lease during the Term of this Lease.

1.15 Quiet Environment. Subject to the provisions of this Lease and so long as Tenant performs and observes all of the terms, covenants and conditions to be performed and observed by Tenant herein and pays all sums due from Tenant, Tenant shall peaceably and quietly hold and enjoy the Premises during the term of this Lease without hindrance or interruption by Landlord.

1.16 Condition of Premises on Termination. All Alterations (as defined herein) approved by Landlord, that are affixed or attached to the Premises or other portions of the Marina Facility in a permanent manner shall become the property of Landlord without compensation to Tenant. Upon termination of the Lease, Tenant shall return possession of the Premises, with all approved Alterations, to Landlord in the same condition in which it was received, normal wear and tear excepted. At the request of Landlord, the Tenant shall remove or restore any unapproved Alterations to the Premises to its condition immediately prior to the unapproved Alteration(s) being made. Tenant shall be permitted to remove all of its fixtures, equipment and other personal property that is not affixed to the Premises and is

Initials:
Tenant: WB
Landlord: VD

permitted to remove any trade fixtures that are affixed, but Tenant must repair any damage to the Premises caused by the removal of its fixtures, equipment and trade fixtures.

ARTICLE II
OPERATING EXPENSES AND TAXES

2.2 Operating Expenses. Other than any expenses that Landlord expressly agrees to be responsible for hereunder, including expenses incurred by Landlord in fulfilling its maintenance responsibilities in this Lease, if any, Tenant shall be responsible for timely payment of all costs and expenses required hereunder or desired by Tenant in the use and operation of the Premises.

2.3 Taxes. The term "Taxes" shall mean and include all real estate and ad valorem taxes, intangible personal property taxes, (or taxes in lieu of any thereof); charges and assessments relating to utility services, if billed by the appropriate authority as a tax rather than as a utility charge; public improvement assessments; and all other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen and unforeseen, and each and every installment thereof, which shall or may, during the term of this Lease or any extension or renewal hereof, be levied, assessed, imposed, become due or payable, or a lien upon, or arise in connection with the use, occupancy or possession of, or become due or payable with respect to, the Premises, or any lands appurtenant thereto, or other improvements therein or thereon. Taxes shall not include any tax on Landlord's income that is personal in nature.

2.4 Tenant's Payment of Taxes. Ad valorem real property taxes shall be included in the Base Rent and shall be paid by Landlord. Tenant shall pay sales tax due on Rent as provided for in this Lease. All other Taxes associated with the use of the Premises or operation of the Tenant's business shall be paid by Tenant.

ARTICLE III
LATE FEES; UTILITIES AND OTHER COSTS OF TENANT'S OPERATIONS

3.1 Security Deposit. Tenant shall deposit with Landlord _____ and 00/100 Dollars ($_____), which shall be a security deposit and not a prepayment of Rent. The security deposit may be applied by Landlord to any sums owed by Tenant to Landlord in the event of default; however, such application of the security deposit shall not cure the default but is intended only to reduce Landlord's damages. The deposit shall not accrue interest. Upon Tenant vacating the Premises or upon termination of this Lease, and provided Tenant is not in default of any provision of this Lease, Landlord shall return the security deposit to Tenant according to law upon inspection by Landlord of the Premises. Under no circumstances may Tenant apply the security deposit to any Rent due hereunder without the prior written consent of Landlord.

3.2 Late Fees. If Rent or any portion thereof is not received by Landlord by the fifth (5th) day after such payment is due, Tenant shall pay a late charge equal to ten percent (10%) of the unpaid Rent installment then due to defray Landlord's added expense of bookkeeping and collection. In the event the fifth day shall fall on a weekend or a federal holiday, the time for payment of the Rent without a late fee or default shall be extended to 5:00 p.m. on the first business day following the weekend or federal holiday.

3.3 Interest. If any required payment of Rent, or any portion thereof, is not received by Landlord by the fifth (5th) day after such payment is due, such unpaid Rent shall accrue interest at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less, beginning on

Initials:
Tenant: WB
Landlord: VD

the sixth day after the payment was due and continuing until such past due amount is paid.

3.4 Payment for Less than the Amount Due. Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be treated as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

3.5 Utilities. Electricity and water service for the Premises is provided by the applicable public utilities and the reasonable use of such electricity and water are included in the Base Rent. Tenant acknowledges that it has inspected and is satisfied with the utilities and the capacity of same provided to the Premises. Landlord makes no warranty as to the sufficiency or capacity of the utilities for the Tenant's intended use. If electricity or water becomes unavailable to the Premises, and Tenant gives written notice of such unavailability to Landlord, Landlord shall use good faith efforts to cause the restoration thereof within a reasonable time, provided, however, (i) the Rent shall not be abated because of an unavailability of utilities and (ii) if the unavailability is caused by an act or omission of Tenant or a Tenant Related Party, Tenant shall be liable for the cost to repair same as Additional Rent.

Tenant shall be solely responsible to pay for all other utilities that it desires to use on the Premises. Tenant shall make payment directly to the company providing the service and in no event shall Landlord ever be liable to any suppliers of any such utilities for services contracted for and/or used by Tenant in connection with the Premises. Tenant agrees that it will not overload any utility system or facility installed by Landlord or Tenant, and that if any equipment installed by Tenant shall require additional utility systems or facilities, such systems and facilities shall be installed at Tenant's sole expense in accordance with plans and specifications permitted and approved in writing in advance by Landlord as an alteration hereunder. If the Tenant's use of the provided electricity or water exceeds reasonable use, then the Tenant shall be charged for such additional use. "Unreasonable use" for purposes of this section shall be deemed 50% more use than the average use for a boat of the size and kind kept by Tenant in the Premises. In addition, or in the alternative, if Tenant causes unnecessary waste of water by leaking hoses a $100.00 fine per occurrence will be charged.

3.6 Tenant's Business Taxes and License Fees. Tenant shall pay, before delinquency, any and all taxes, assessments and public charges levied, assessed or imposed upon Tenant's business or upon Tenant's fixtures, furnishings or equipment in the Premises and all license fees, permit fees and charges of a similar nature required of Tenant or of Tenant's business operations.

ARTICLE IV
PREMISES; ACCEPTANCE; MAINTENANCE

4.1 Acceptance of Premises. Tenant either has inspected or waives all rights to inspection of the Premises, and further Tenant hereby accepts the Premises "as is" without any agreements, representations, understandings, or obligations on the part of Landlord to perform any alterations, repairs or improvements thereto. Landlord warrants that the Premise may be used to dock a vessel but does not make any other warranties or representations concerning the Premises or any component of the Premises, including the zoning or other land use restrictions affecting the Premises, the compliance of the Premises or any part of the Premises with any governmental requirement, the use or existence, or prior use or existence, of hazardous materials, or the accuracy or completeness of any statement or other matter previously disclosed to Tenant. EXCEPT AS SPECIFICALLY PROVIDED FOR IN THIS LEASE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES GIVEN TO TENANT IN CONNECTION WITH THIS LEASE OR THE PREMISES. LANDLORD DISCLAIMS ANY AND ALL

Initials:
Tenant: WS
Landlord: VR

WARRANTIES OF MERCHANTABILITY, HABITABILITY, TENANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

4.2 Maintenance Responsibility.

(a) Landlord's Maintenance. Tenant shall promptly notify Landlord of any leakage, defect, or damage to the Premises or other portions of the Marina Facility. Landlord may, but is not required to, perform any maintenance or repair any damage caused or occasioned by (i) any act, omission or negligence of the Tenant or any Tenant Related Party, or (ii) any unapproved Alterations made by Tenant, and such maintenance and repair shall be at Tenant's sole expense, to be paid as Additional Rent without counterclaim, setoff, deduction or defense.

(b) Tenant Maintenance. Tenant agrees to keep the Premises and adjoining Docks clean, to maintain the Premises and adjacent Docks in good order, to keep such areas free of rubbish and to dispose of all of Tenant's trash in the dumpster on the Harbor Parcel. Tenant shall be liable and responsible for the cost to repair or maintain (including replacement, if necessary) any damage to or other condition on the Premises or other part of the Marina Facility caused by any act or omission of the Tenant or any Tenant Related Party. Tenant may not store or install any equipment, fixtures, deck boxes, other items on the Premises or any dock or boardwalk or anywhere else in the Marina Facility without the prior written consent of Landlord.

(c) Landlord Approval Required. Tenant shall not commence to make any repairs to the Premises or any portion of the Marina Facility until approved in writing by Landlord. Any such approved repair work shall be commenced promptly and performed in accordance with Landlord's approval, all applicable laws and shall be performed diligently to completion.

(d) Emergency Repairs by Landlord. If an emergency situation shall exist and it shall become necessary to make any repairs to the Premises, Landlord may enter the Premises to have and cause the repairs to be made, in which case Tenant shall reimburse Landlord for the cost and expense of making such repairs or replacements as Additional Rent. For purposes of this Lease, an "emergency" shall be deemed to exist if, in the good faith judgment of Landlord, and under the circumstances, prompt action is needed in order to prevent death, bodily injury or property damage.

4.1 Improvements and Alterations. Tenant shall not alter, modify or improve any part of the Premises or any part of the Marina Facility (an "Alteration"), without first obtaining Landlord's written consent, which shall be granted or denied in Landlord's sole discretion. If any Alteration made without Landlord's consent is not removed restored within three (3) days after notice from Landlord to Tenant, Landlord shall have the right without liability to enter and restore the Premises to its prior condition, the cost of which repair shall be charged to Tenant as Additional Rent. Alterations, if permitted, shall be made at Tenant's own expense. All Alterations, affixed to the Premises or Marina Facility installed by Tenant, shall be deemed to be attached to the freehold and shall be and/or become the property of Landlord as of the date installed or affixed to the same extent as if the Alterations had been installed on the Premises or Marina Facility prior to the execution of this Lease. Any Alterations shall, at the end or termination of the Lease, be surrendered to Landlord, in the same condition as they were immediately following their installation, reasonable wear and tear excepted, and free of all liens and encumbrances. Tenant agrees that all improvements and fixtures presently affixed to the Premises as of the Commencement Date are the sole property of Landlord. Any Alterations approved by Landlord shall be performed in a good workmanlike manner in accordance with all applicable legal requirements and laws. Tenant shall at all times be responsible, at its own cost and expense, for obtaining all required governmental permits and approvals necessary for any Alterations performed by Tenant in or about the

Initials:
Tenant: WB
Landlord: VD

Premises or Marina Facility and, at no time, shall any work be done in or about the Premises or Marina Facility until all such permits and approvals are obtained.

4.2 Mechanics and Construction Liens. Pursuant to § 713.10, Florida Statutes, Landlord shall not be liable for any liens for labor, services or materials, provided to or made by Tenant, or any of Tenant's agents, contractors, sub-contractors, suppliers, materialmen, or any other person or entity employed or directed by Tenant, or any agent of Tenant, with respect to the Premises or Marina Facility, and any such liens shall not attach to the Landlord's interest in the Premises and Marina Facility and Landlord's interest in the Premises and Marina Facility shall not be subject to any such lien. Tenant shall notify any such person, entity, contractor or materialmen, and all of the aforementioned persons or entities of this provision of the Lease. Upon completion of any work performed by or for Tenant, Tenant shall furnish Landlord with waivers and affidavits confirming that all contractors, subcontractors, laborers and materialmen have been paid in full. Such waivers and affidavits shall be in a form acceptable to Landlord and in accordance with Florida Statutes. Should construction liens or claims be filed against the Premises or Marina Facility due to Tenant's acts or omissions or because of a claim against Tenant, Tenant shall cause the lien to be canceled and discharged of record by bond or otherwise, within fifteen (15) days after receipt of notice from Landlord. Tenant's failure to discharge the lien shall be a default under this Lease. In addition to all remedies allowed under this Lease, Landlord may at its option, if Tenant fails to timely cancel, discharge or hand off a lien, discharge the lien by paying the amount claimed to be due, and Tenant shall repay Landlord for same as Additional Rent.

4.3 Safety, Cleanliness, Environmental Hazards.

(a) Regular Maintenance. The Premises and adjoining Docks shall be kept clean by Tenant to prevent odors, pests, and health and safety problems, including that Tenant bag its trash and dispose of same in the dumpster. If Tenant shall fail to maintain and clean the Premises and adjoining Docks as required herein, Landlord shall have the right, but shall not be obligated, to enter the Premises and perform any maintenance, cleaning, or removal of debris deemed necessary and Tenant shall reimburse Landlord for the cost of such work as Additional Rent.

(b) Environmental Hazards, Representations, and Warranties of Tenant. Tenant shall comply with all governmental safety and health requirements and Environmental Laws with respect to the Premises and Marina Facility. Tenant shall not permit any hazardous waste, Hazardous Materials (as defined below), or other environmental hazard to be collected or remain on the Premises or Marina Facility.

i. The term "Hazardous Materials" shall mean any substance, material, waste, gas or particulate matter which is regulated by any local governmental authority, the State of Florida, or the United States Government, including, but not limited to, any material substance which is (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of the state or local law, (ii) petroleum, (iii) asbestos, (iv) polychlorinated biphenyl, (v) radioactive material, (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1251 et seq. (33 U.S.C.§1371), (vii) defined as a "hazardous waste" pursuant to Section 100004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903), or (viii) defines as a "hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601). The term Environmental Laws shall be mean all statutes specifically described in the foregoing sentence and all applicable federal, state and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders and decrees regulating, relating to or imposing liability or standards concerning to in connection with Hazardous

Initials:
Tenant: WB
Landlord: VB

Materials.

ii. Tenant represents and warrants that, to be the best of Tenant's knowledge, (i) the Premises has not been, and will not be, used for the use, manufacture, storage, discharge, release of disposal of Hazardous Materials, (ii) neither the Premises nor any part thereof is in breach of any Environmental Laws, (iii) there are no underground storage tanks located on or under the Premises, and (iv) the Premises is free, and shall be kept free, of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws, government safety or health requirements, or any existing common law theory based on nuisance or strict liability.

iii. Tenant agrees to indemnify, defend and hold harmless Landlord, its officers, partners, successors and assigns from and against any and all debts, liens, suits, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable attorney's fees and expenses, consultants' fees and expenses, court costs and all other out-of-pocket expenses, suffered or incurred by Landlord as a result of (a) any breach by Tenant of the Environmental Laws, or (b) any matter, condition or state of fact, involving Environmental Laws, Hazardous Materials, or government safety and health rules, laws, or requirements which existed after the Commencement Date of this Lease with respect to the Premises hereunder which the Tenant had knowledge of, or should have known of, and which failed to comply with (i) the Environmental Laws in effect as of the Commencement Date or (ii) any existing common law theory based on nuisance or strict liability in existence as of the Commencement Date, or (iii) any government health or safety rules, regulations, or laws.

ARTICLE V
USE OF PREMISES; ASSIGNMENT; SUBLETTING

5.1 Permitted Use. The Tenant shall use the Premises to berth or store its boat or other watercraft that is approved by Landlord, for personal use or for business use, and for no other use (the "Permitted Use"). Only the vessel, boat or watercraft specifically approved by Landlord may dock, use or be stored or berthed at the Premises.

5.2 Submerged Land Lease. This Lease and all of the Tenant's rights hereunder shall at all times be subject to the terms and conditions of the Submerged Land Lease, a copy of which is available to the Tenant upon request.

5.3 Rules and Regulations. Landlord may from time to time create and enforce such rules and regulations as may be necessary or desirable for the use of the Marina Facility and Tenant and the Tenant Related Parties shall at all times be subject to such rules and regulations (the "Rules"). A true and correct copy of the current rules are attached hereto as Exhibit __.

5.4 Restriction on Change of Use of Premises. It is understood that any change of use from the Permitted Use shall require the Landlord's prior written approval.

5.5 Assignment and Subletting: Change in Ownership. Tenant shall not (i) transfer, sublease or assign this Lease or any part of the Premises; (ii) grant a concession or license for any part of the

Initials:
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Landlord: _____

Premises; and (iii) shall not transfer any ownership interest or control of Tenant or any guarantor without the express prior written consent of Landlord. Any attempt by the Tenant to do any of the foregoing shall be void and shall confer no right upon any third party.

5.6 Termination on Sublet or Assignment. This Lease, including all of Tenant's rights to possession, may be terminated by Landlord (i) upon any sublease, concession or license by Tenant without Landlord's prior written agreement; or (ii) upon the transfer of any ownership interest or control in Tenant without Landlord's prior written consent.

5.1 Use. Tenant agrees that the Premises shall be used and occupied by the Tenant solely for the Permitted Use set forth above. Tenant shall not use or permit the Premises to be used for any purpose other than the Permitted Use or operate its business in the Premises under any other name than the Trade Name without prior specific written approval of Landlord, which approval shall not be unreasonably withheld.

5.2 Lawful Use. At all times during the Lease Term, the Tenant and all Tenant Related Parties on the Premises and Marina Facility shall use the Premises and Marina Facility in a lawful manner and in accordance with all applicable municipal, county, state and federal law. The Tenant's use of the Premises or Marina Facility for an unlawful purpose or allowing an unlawful use of the Premises or Marina Facility shall be an event of default under this Lease.

ARTICLE VI
INSURANCE & INDEMNIFICATION

6.1 Insurance Requirements. Throughout the term of this Lease, Tenant shall keep in force at Tenant's expense the following insurance:

(a) Tenant's General Liability and Property Insurance. During the Term, Tenant will, at its expense, maintain: (i) commercial general liability insurance coverage with a per occurrence limit of One Million Dollars ($1,000,000.00) and a general aggregate of Two Million Dollars ($2,000,000.00) for bodily injury and property damage, on an occurrence basis and containing (i) an endorsement having Landlord, as an additional insured, (ii) a separation of insured provision, (iii) a waiver of subrogation in favor of Landlord, (iv) an aggregate limit per location endorsement, (iv) a deletion of contractual liabilities exclusion for property damage, personal injury and advertising injury liability, (v) no modification that would make Tenant's policy excess or contributing with Landlord's liability insurance and (vi) the policy shall be written to apply to all bodily injury, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term. The policy or policies required by this section shall include coverage for the Tenant's use of the Marina Facility, operation of its business from the Mariana Facility and its obligations under this Lease.

(b) Landlord's Insurance for Premises. Landlord shall keep the Marina Facility insured with such coverages in such amounts as the Landlord deems desirable. The Landlord obtaining insurance shall not affect the Tenant's obligation to obtain and maintain all insurance required under this Lease. Landlord shall not insure any of Tenant's property located at the Marina Facility

(c) Tenant's Property and Contents Coverage. Tenant shall keep in force such insurance covering Tenant's boat, property, contents, fixtures, equipment, inventory and personal property, throughout the Term of this Lease, used in the conduct of its business on the Premises

Initials:
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Landlord: _____

covering all risks of physical loss in forms of insurance available on the market in limits equal to the full replacement value thereof. The proceeds of such insurance with respect to Tenant's improvements shall be payable jointly to the Landlord and Tenant and, in the event of a casualty, all proceeds shall be disbursed in such manner as the Landlord may reasonably require insuring restoration of the Tenant's improvements, fixtures and equipment.

(d) Worker's Compensation. Tenant shall keep in force Worker's Compensation Insurance covering all persons employed by Tenant in the amount required by law, issued by and binding upon a responsible insurance company doing business in the State of Florida.

(e) Insurance required by this section shall be in such standard and customary forms and with commercially reasonable deductibles and shall be placed with companies approved by Landlord that are licensed to do business in Florida and having sufficient financial strength to provide adequate coverage and payments in the event of loss. Tenant shall provide Landlord with a Certificate of Insurance showing Landlord as an additional insured upon, or having an additional interest in, any and all policies taken out by Tenant above. The certificate shall provide for a thirty (30) day written notice to Landlord in the event of cancellation or material change in coverage. Tenant shall provide Landlord upon request with copies of said policy, policies, or certificates of insurance. Tenant shall be solely responsible for payment of premiums for any insurance required of Tenant under this Lease. Neither the minimum limits of any insurance coverage required herein, nor the deductible allowed shall limit Tenant's liability herein. Failure by Tenant to carry, pay for, or provide any of the aforementioned insurance shall be the default under this Lease. If Tenant fails to obtain and maintain any insurance required under this Lease, then Landlord may, but is not required, to obtain such insurance in the name of Tenant; and in such event Tenant shall reimburse Landlord the cost of such insurance as Additional Rent. Tenant further holds Landlord harmless for Tenant's failure to carry insurance, or any termination of such insurance. Landlord shall in no way be liable for any failure, lapse, or insufficiency of any such coverage.

(f) Landlord and the following parties shall be additional insureds upon, or have an additional interest in, any and all policies required to be obtained and maintained by Tenant in this Lease:

Regions Bank, ISA OA/ATIMA
PO Box 200043
Kennesaw, GA 30156-9246

US Small Business Administration
c/o Florida First Capital Finance Corporation
PO Box 4166
Tallahassee, FL 32315

Pelican Adventures, Inc.
David and Vera Dewberry 106 Benning Drive, Destin, Florida 32541, 546 Harbor Blvd, 580 Harbor Blvd, 600 Harbor Blvd, Destin, FL 32541

6.2 Waiver of Subrogation. Tenant waives the right of subrogation against the Landlord and agrees that Landlord shall not be liable to Tenant with respect to any loss which is covered by insurance (of either party respectively), and hereby releases the Landlord of and from any and all claims with respect to such loss paid under any insurance policy, including claims with respect to negligence of the Landlord. To the extent allowable by law, Tenant further agrees that its insurance companies shall have no right of subrogation against the Landlord on account of any such loss.

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Landlord: VB

6.3 Indemnification. Tenant will indemnify and hold Landlord and its owners, officers, managers, members, agents, employees, heirs, successors, assigns harmless from, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), losses, liabilities, judgments, and expenses (including without limitation attorneys' fees and court costs) related to or arising from: (a) the use or occupancy of the Premises and Marina Facility by Tenant and all Tenant-Related Parties; (b) any activity, work, or thing done or permitted by Tenant or any Tenant Related Party in the Premises or the Marina Facility; (c) any acts, omissions, or negligence of Tenant or any Tenant-Related Party; (d) any breach, violation, or nonperformance by Tenant or any Tenant Related Party of any term, covenant, or provision of this Lease or any law, ordinance, or governmental requirement of any kind; or (e) any injury or damage to the person, property, or business of Tenant and all Tenant Related Parties upon the Premises or anywhere else at the Marina Facility. If any action or proceeding is brought against Landlord, its members, managers, lenders, employees, or agents by reason of any such claim, Tenant, upon notice from Landlord, will defend the claim at Tenant's expense with counsel reasonably satisfactory to Landlord. This indemnification is given in addition to all other indemnifications given in this Lease and will survive the expiration or termination of this Lease. Landlord reserves the right to choose its own attorney in the event of an indemnifying event.

6.4 Miscellaneous Covenants of Tenant Regarding Liability and Insurance

(a) Tenant shall not permit any condition to exist that will either (i) tend to increase the cost of any insurance maintained by Landlord with respect to the Premises or Marina Facility or (ii) cause or contribute to a decision by the insurer to cancel any such insurance. Tenant shall pay, as Additional Rent, any increase in insurance cost suffered by the Landlord as a result of the Tenant having permitted any such condition to exist.

(b) Landlord shall have no responsibility or liability for any loss of, or damage to, boats, vessels, watercraft, fixtures, inventory or other property of Tenant or any Tenant Related Party located anywhere at the Marina Facility, , and Tenant for itself and the Tenant Related Parties, does hereby waive, release and forever discharge Landlord from any responsibility or liability for any such property.

6.5 Damage and Destruction. If the Premises or any portion of the Marina Facility is damaged or destroyed such that the Premises is not usable by Tenant for the Permitted Use, Landlord shall have the right at its discretion to either repair the damage and continue with the Lease or terminate this Lease. If Landlord elects to repair the damage and continue with the Lease, then during the period required for such repairs, Tenant shall be entitled to an abatement of Base Rent and Additional Rent in proportion to the amount of the Premises and Marina Facility that is unusable for the Permitted Use. . If Landlord elects to terminate the Lease, Landlord shall deliver notice of same to Tenant, whereupon this Lease shall expire and Tenant shall vacate and surrender the Premises to Landlord within 30 days. Tenant's liability for Rent, subject to the provisions regarding abatement of Base Rent and Additional Rent shall continue until the date of termination of this Lease.

ARTICLE VII
DEFAULT

7.1 Event of Default. Events constituting a default under this Lease include but are not limited to:

(a) Tenant's failure to pay the Rent or any other amount agreed to be paid herein, in whole or in part, on or before the time specified herein, if such noncompliance continues for more than five (5) days after written notice from Landlord to Tenant specifying such late payment.

Initials:
Tenant: WS
Landlord: VS

(a) Tenant's breach, default or failure to observe and perform any covenant, term, condition or agreement in this Lease ("Breach"), other than the payment of money, if such noncompliance continues for fifteen (15) days after written notice from Landlord to Tenant specifying such Breach.

(a) The dissolution or liquidation of Tenant or disposal of all or substantially all of Tenant's assets used or related to Tenant's occupancy or use of the Premises.

(b) Tenant's bankruptcy or insolvency.

(c) Tenant's vacation or abandonment of the Premises before the expiration of the Term without the prior written consent of the Landlord, or the use of the Premises for purposes other than the Permitted Use, or violation of any local, state or federal law.

(d) Any default by any guarantor under this Lease or any guaranties securing this Lease.

(e) Any other violation or breach by Tenant of any obligation in this Lease, or the occurrence of any event specifically designated as default under this Lease, if same is not cured within any curative period provided for herein.

7.2 Remedies.

Upon the occurrence of any event of default, the Landlord may take any or all of the following actions:

(a) The Landlord, at its option, may declare all rentals for the remainder of the Lease Term to be immediately due and payable.

(a) The Landlord, without terminating this Lease, may reenter and take possession of the Premises and sublease or relet the Premises for the account of the Tenant, holding the Tenant liable for the difference in the rent and other amounts actually paid by any sub-lessor or new lessor, and the Rent payable by Tenant under this Lease. Landlord may exclude and remove the Tenant and all persons and contents from the Premises by summary proceedings or otherwise, without being liable to Tenant. Tenant shall remain liable for any damages sustained by Landlord, all reasonable costs, professional fees and expenses incurred by Landlord in subleasing or reletting the Premises to another tenant, and in collecting rentals from Tenant.

(a) The Landlord may exercise any remedy available at law or in equity to collect the rent and other amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Tenant under this Lease, including utilization of all provisions of applicable laws respecting the speedy recovery of lands and tenements held over by Tenant and proceedings in distress.

(b) The Landlord may do nothing and hold Tenant liable for the amounts due under the Lease as they become due.

(c) The Landlord may terminate and cancel this Lease and retake possession of the Premises, following which neither Landlord nor Tenant shall have any rights or obligations to one another hereunder, except as specified herein for terms that survive termination.

Initials:
Tenant: VMB
Landlord: VD

(d) The Landlord may exercise any right or remedy it may have in law or equity, or pursuant to the terms of this Lease.

(e) No notice shall be necessary to entitle the Landlord to exercise any remedy reserved to it, except as expressly required by this Lease. No remedy conferred upon or reserved to the Landlord is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity or by statute.

(f) Landlord shall have all lien rights against the assets, boats, vessels and other property of Tenant as provided by law and may enforce any such lien rights through foreclosure, sale or as otherwise permitted and as provided by law, including without limitations, § 83.08, Fla. Stat. and §§ 715.10-715.111, Fla. Stat.

(g) If Tenant fails to remove or abandons any boat, vessel or other watercraft ("boat") at the Premises, Landlord, in addition to all other rights and remedies available at law or in equity, may store the boat on land or in water at the Marina Facility or move the boat to another location owned or leased by Landlord and the storage fee charged to Tenant shall equal the Rent provided for in this Lease. Landlord may also store such boat with or have such boat towed by a third-party company at a separate location on such reasonable storage terms as the Landlord deems acceptable. Tenant may not retake possession of the boat without first paying the storage fee to Landlord or reimbursing the Landlord all costs of storage of the boat. Landlord shall not be liable to Tenant for any damage to the boat while in its possession or in storage. The Landlord shall have the right to sell the boat in order to satisfy its storage fees as and if permitted by law.

7.3 Tenant Remedies for Landlord. If Landlord does not observe or perform of any of its obligations hereunder, and such condition shall continue for a period of thirty (30) days after written notice to Landlord (which period shall be extended for such additional reasonable period as may be required under the circumstances provided that Landlord initiates such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion), then Tenant may bring an action at law against Landlord to require Landlord's compliance, however Tenant expressly agrees that Tenant may not terminate this Lease and may not withhold Rent or set off any Rent to cure any alleged non-performance by Landlord.

ARTICLE VIII
ADDITIONAL TERMS

8.1 Right of Entry. Tenant agrees that the Landlord and its duly authorized agents shall have the right at all reasonable times to enter the Premises to inspect the Premises, to carry out maintenance or to enforce or carry out any other provision of this Lease.

8.2 No Waiver. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver or forfeiture, but any such right and power may be exercised from time to time and as often as may be deemed expedient. If any agreement contained in this Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular instance of breach so waived and shall not be deemed to waive any future or other breach or forfeit the right to enforce the terms of this Lease. Receipt by Landlord of rent with knowledge of the breach of any covenant, provision or condition of this Lease shall not operate as a waiver or forfeiture of the right to enforce the terms of this Lease as to such breach.

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Tenant: MD
Landlord: VD

8.3 Waiver of Trial by Jury. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LEASE OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY RELATING TO THE SUBJECT MATTER OF THIS LEASE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS LEASE.

8.4 Attorney's Fees. Tenant shall reimburse for Landlord for all costs and expenses, including attorney fees, incurred in enforcing this Lease and collecting amounts due under this Lease, whether or not a lawsuit is filed. In the event a dispute arises between Landlord and Tenant related to or arising out of any breach or alleged breach of this Lease, or any representation, covenant or warranty contained in this Lease, and such dispute gives rise to any administrative proceeding, arbitration, court action or other legal process or proceeding, then, the prevailing party in such dispute shall be entitled to reimbursement from the non-prevailing party for all losses, damages, costs, liabilities or expenses reasonably incurred by the prevailing party in furtherance of or defense of said action, process or proceeding, including, without limitation, reasonable attorney's fees whether incurred in pre-litigation, preparation for or conduct of trial, administrative or arbitration proceedings, appellate proceedings, or post-judgment proceedings, including, without limitation, proceedings to determine, obtain, and secure any entitlement to an award of attorneys' fees, as well as the reasonable amount of same, contemplated under this Lease.

8.5 No Partnership, No Joint Venture. Any intention to create a joint venture or partnership relationship between Landlord and Tenant herein or through the course of any conduct between such parties is hereby expressly disclaimed.

8.6 Broker. Each of the parties represents and warrants that there no real estate agents, brokers or real estate companies entitled to a commission or brokerage fee relating to this Lease. Each party represents and warrants that there are no other parties entitled to claim for brokerage commissions or finder's fees in connection with the execution of this Lease, and agrees to indemnify the other against, and hold it harmless from, all liabilities arising from any such claim, including, without limitation, all attorneys' fees and costs.

8.7 Subordination. Upon request of Landlord, Tenant shall subordinate its rights hereunder to the lien of any mortgage or other lien resulting from any financing or refinancing of the Premises, any part thereof and shall execute a document evidencing such subordination but conditioned upon mortgagee entering a non-disturbance agreement which provides that so long as Tenant is not in default in the payment of Rent or in the performance of any of the other terms of this Lease, Tenant's possession of the Premises and Tenant's rights under this Lease shall not be disturbed, diminished or interfered with by the holder of the mortgage or by the purchaser in any mortgage foreclosure proceedings, provided that Tenant agrees in writing to attorn such mortgagee. The non-disturbance agreement may not modify any of the provisions of this Lease and shall have no adverse effect upon the Tenant's continued occupancy of the Premises.

8.8 Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Lease shall be in writing, signed by the party, or officer of the party, agent or attorney, and may be served and deemed effective as permitted by law, or shall be deemed to have been effective upon delivery (the first documented attempt at delivery) if served by hand, facsimile or overnight courier service or US mail with tracking, or three (3) business days after mailing if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed to the parties as follows:

Initials:
Tenant: WB
Landlord: VD

Landlord:

PELICAN ADVENTURES, INC.
580 Harbor Blvd
Destin, FL 32541
Tel: 850-650-3825 and 850-376-4679
Email: pelicanadventures@gmail.com
And veradewberry@gmail.com

Tenant:

WAYNE BURNETTE
170 BAYWINDS DR
DESTIN FL 32541

Tel : 850 803.5466
Email : LIMOWAYNE@COX.NET

8.9 Applicable Law. This Lease shall be subject to and interpreted in accordance with the laws of the state of Florida. All parties agree that the appropriate venue for any action arising out of this Lease shall be exclusively in the County Court or the Circuit Court, in and for Okaloosa County, Florida.

8.10 Binding Effect. This Lease shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall inure to the benefit of and be binding upon Tenant and only such successors and assigns of Tenant as may be permitted by this Lease.

8.11 Time of Essence. Time is of the essence in the performance of all terms, conditions, duties and obligations of this Lease.

8.12 Counterparts. This Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

8.13 Force Majeure. If Landlord or Tenant is delayed or prevented from performing any of their respective obligations during the Term other than the payment of money, which is not subject to this provision, because of acts of God, war, riots, shortages of labor or material, epidemics, pandemics (including, but not limited to, COVID-19 and any related governmental regulations), viral or communicable disease outbreaks, quarantines, national, regional or local emergencies, acts, orders or requirements of any governmental authority or any other causes that are reasonably beyond their control, then the period of any such delay shall be added to the time herein provided for the performance of any such obligation and the delayed party shall not be liable for losses or damages caused by such delay so long as the delayed party notifies the other in writing (with reasonably satisfactory evidence of such event causing such force majeure delay) within ten (10) business days of the occurrence of the event of Force Majeure.

8.14 Attornment. Tenant shall, in the event of the sale or assignment of Landlord's interest in the Premises, or in the event of any proceedings brought for foreclosure, or in the event of the exercise of any power of sale under any mortgage covering the Premises or in the event of conveyance in lieu of foreclosure, atone to the purchaser, assignee or foreclosing mortgagee, and recognize such purchaser, assignee or foreclosing mortgagee as the Landlord under this Lease if such purchaser, assignee or foreclosing mortgagee has agreed not to disturb Tenant's possession and entered into a non-disturbance agreement with Tenant.

8.15 Corporate Representations. In the event Tenant is a corporation, limited liability company,

Initials:
Tenant: WB
Landlord: VD

or other authorized business entity, the persons executing this Lease on the entity's behalf covenant, warrant, and represent that Tenant is a duly qualified corporation authorized to do business in the State of Florida, that all corporate taxes and dues have been paid to date and that all future forms, reports, fees and other documents required to comply with applicable laws and to remain qualified to do business in the State of Florida have been filed and will continue to be filed when due.

8.16 Invalidity. If any term or provision of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

8.17 Written Agreement. This Lease and all exhibits attached hereto contain and represent the entire agreement of the parties with respect to the subject matter hereof, and no representations or agreements, oral or otherwise, between the parties but not embodied herein shall be of any force and effect. Any additions or amendments to this agreement subsequent hereto shall be of no force and effect unless in writing and signed by both parties hereto.

8.18 Survival. All representations, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the expiration or termination of this Lease or, by their nature, are to be performed or observed, in whole or in part, after the expiration or termination of this Lease, shall survive the expiration or termination of this Lease.

8.19 Radon Gas. Landlord notifies Tenant as follows: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a Condominium in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in Condominiums in Florida. Additional information regarding radon and radon testing may be obtained from your county health department."

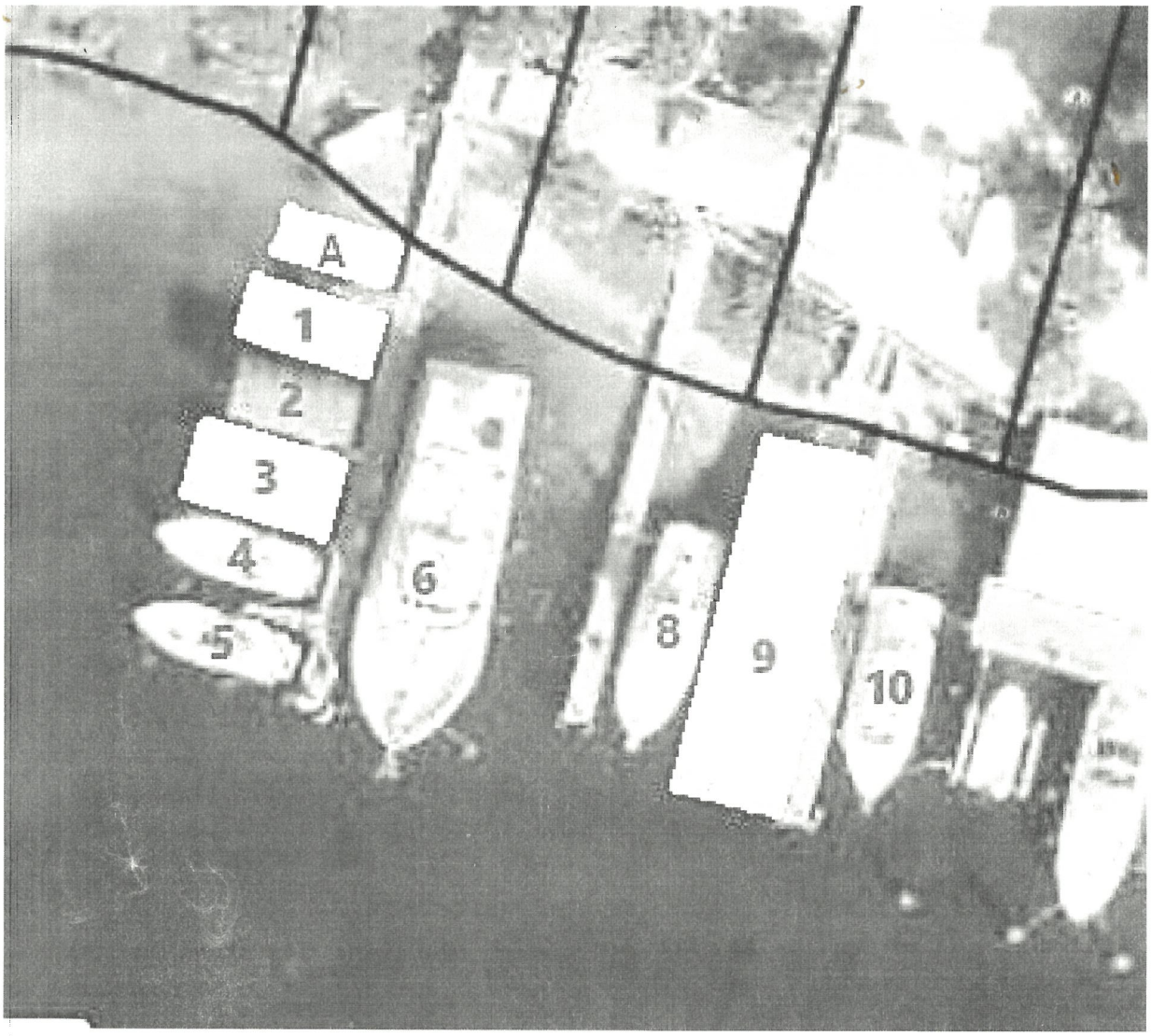
8.20 Memorandum of Lease. A memorandum of this Lease Agreement may be recorded by the Landlord in Landlord's sole discretion in the Public Records of Okaloosa County, Florida. Tenant may not record this lease or any memorandum of this lease.

8.21 Hurricane Warning. In the event of an impending hurricane, it is a requirement that the lessee promptly relocates their vessel from the leased slip to ensure the safety and protection of the vessel and surrounding property. Failure to comply with this directive may result in the lessor exercising the option to have the vessel removed at the lessee's expense. It is imperative that the lessee closely monitors weather advisories and takes necessary precautions to safeguard the vessel and prevent potential damage. This provision aims to prioritize the well-being of the vessel, surrounding property, and minimize risks associated with adverse weather conditions, with any associated expenses incurred for relocation or removal falling under the responsibility of the lessee.

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SIGNATURES AND ACKNOWLEDGMENT ON FOLLOWING PAGE

Initials:
Tenant: MMB
Landlord: VD



Initials:
Tenant: WB
Landlord: _____

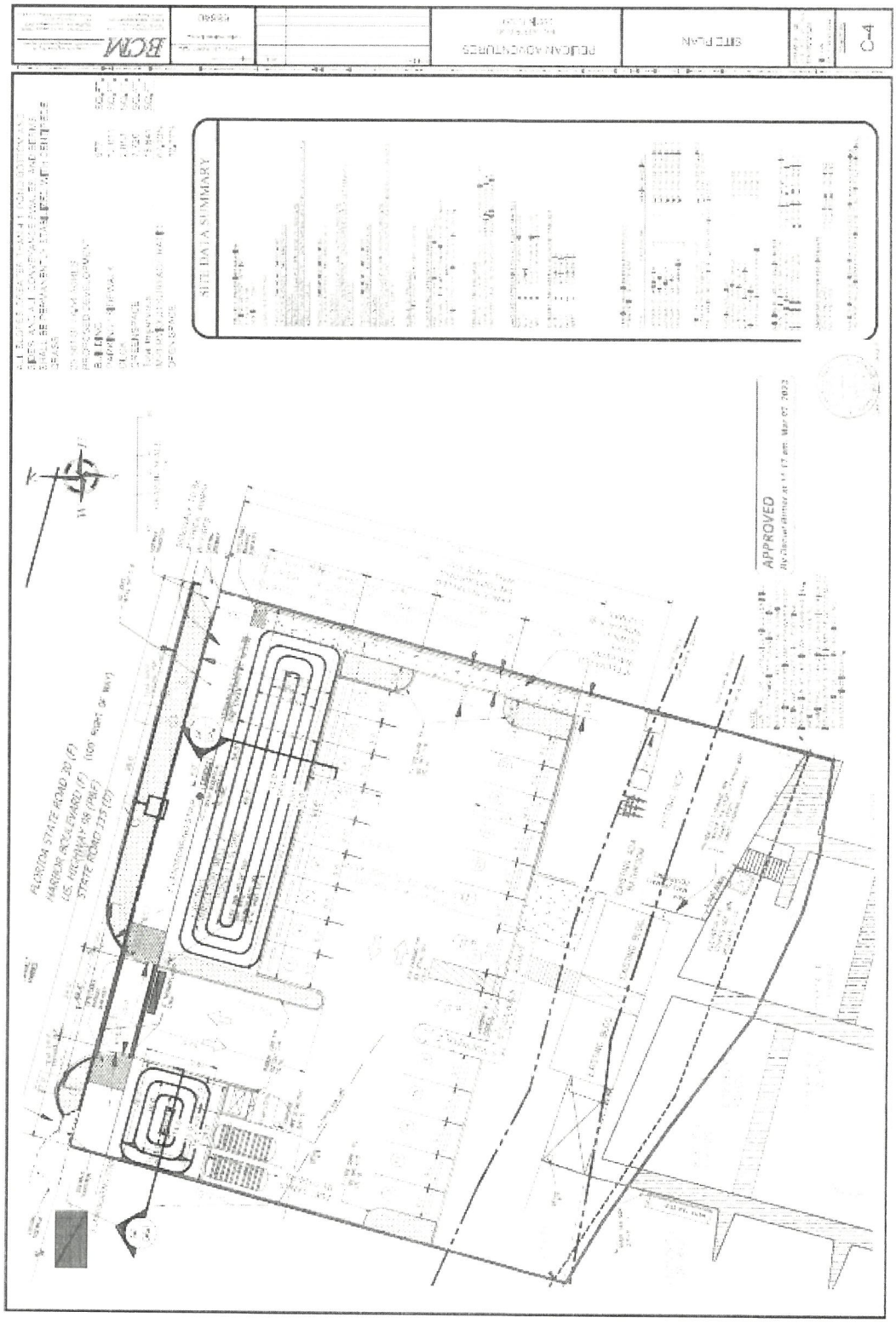


EXHIBIT 2
Site Plan and Legal Description of Offsite Parking Lot (Attached)

Initials:
Tenant: MB
Landlord: VB

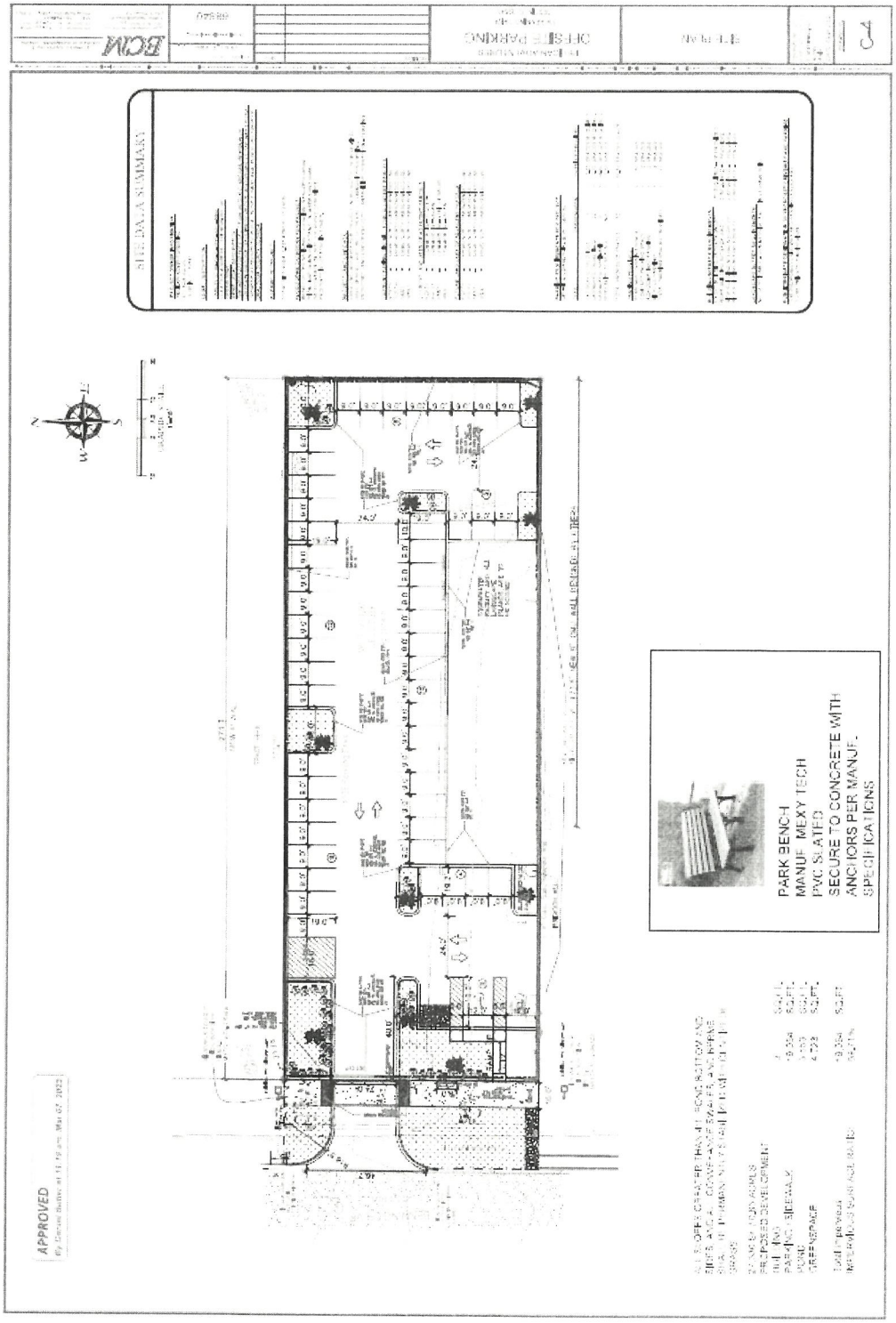


EXHIBIT 3
Aerial View with Slip Numbers (Attached)

Initials:
Tenant: WB
Landlord: VD

ITEM # 2026-807

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.F.

TO: City Council

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

FROM: Michael Burgess, Public Works Director
Krystal Strickland, Finance Director

DATE: 05/11/2026

SUBJECT: Resolution 26-10 - Amendment to the Schedule of Fees, Section 4 (34450X), Parking Facilities User Fees

I. BACKGROUND: The proposed language revises the paid parking rate at the "Terra Cotta" lot on Scenic Hwy 98 to five dollars per hour until September 30, 2026.

II. DISCUSSION: SECTION 4 AMENDMENT
Paid parking is a key management tool used by the City to regulate demand in high-traffic areas, promote turnover in limited parking areas, and support compliance with parking regulations. Adjustments to the parking fee schedule allow the City to respond to changing conditions such as increased visitation, inflationary pressures, operational costs, and the need for continued reinvestment in parking infrastructure and enforcement.

This Resolution 26-10 constitutes a temporary amendment to the paid parking fee at the "Terra Cotta" lot on Scenic Hwy 98 only, until September 30, 2026. Rather than charging $20 per hour for four hours, the Resolution provides for a $5 per hour parking fee at this lot.

Attachments:
Resolution 26-10 Schedule of Fees
Resolution 26-02 Schedule of Fees

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

B. Effect on Budget (EOB): SECTION 4 AMENDMENT
The amendment is expected to have a positive impact on parking-related revenues once the updated rate schedule is implemented. Any additional

revenue generated would be used to offset the costs associated with parking operations, including maintenance of parking facilities, technology, signage, enforcement, and administrative support.

C. Level of Service (LOS): The proposed Resolution is intended to maintain or improve current levels of service by ensuring that parking revenues remain sufficient to support effective parking management. Adequate funding helps ensure safe, accessible, and well-maintained parking facilities for residents, visitors, and businesses, while supporting consistent enforcement and customer service.

D. Legislative Sponsor: Councilman Kevin Schmidt

E. Business Impact Statement:

III. CONCLUSION: The proposed Resolution provides the City with the flexibility needed to manage its parking program effectively and responsibly. This action supports long-term operational sustainability, aligns with City policy objectives, and preserves Council authority over fee adoption.

IV. RECOMMENDED MOTION: I move to adopt Resolution 26-10.

Attachments:

1. Resolution 26-10 Schedule of Fees Terra Cotta

RESOLUTION 26-10

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA PROVIDING FOR AUTHORITY; AMENDING THE SCHEDULE OF FEES SET FORTH IN RESOLUTION 2026-02 RELATING TO PARKING FEE RATES AT THE TERRA COTTA PARKING LOT IN CRYSTAL BEACH ONLY; PROVIDING FOR A TEMPORARY HOURLY PAID PARKING FEE AT THE TERRA COTTA PARKING LOT THROUGH SEPTEMBER 30, 2026; PROVIDING THAT ALL OTHER PROVISIONS OF THE SCHEDULE OF FEES REMAIN IN EFFECT; FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City Council desires that the existing comprehensive fee schedule (currently set forth in Resolution 2026-02) remain unchanged except as expressly stated herein; and

WHEREAS, the City Council desires to establish a temporary hourly paid parking fee at the Terra Cotta parking lot through September 30, 2026 in lieu of the current four-hour parking fee; and

WHEREAS, the City Council has determined that this Resolution 2026-10 is in the best interests of the public; and

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

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

Section 2. Establishment of Hourly Parking Fee at Terra Cotta Lot through September 30, 2026. The City of Destin hereby amends and establishes the Schedule of Fees

set forth in Resolution 2026-02 as follows:

Through September 30, 2026, the Schedule of Fees for the Terra Cotta Parking Lot is hereby amended to modify the parking fee from Twenty Dollars ($20.00) for a four-hour period **to Five Dollars ($5.00) per hour.** The amended hourly parking rate shall remain in effect **through September 30, 2026**, unless otherwise modified by the City Council. All other provisions of Resolution 2026-02 remain in full force and effect.

Section 3. Severability. If any portion of this Resolution, including Attachment "A," is determined by any Court to be invalid, the invalid portion shall be stricken and such striking shall not affect the validity of the remainder of the Resolution or Attachment "A."

Section 4. Effective Date. This Resolution shall take effect upon approval by the City Council and signature by the Mayor.

ADOPTED THIS 18th DAY OF MAY 2026.

By: _____
Bobby Wagner, Mayor

ATTEST:

_____
Lisa Wallace, City Clerk

This resolution is approved for legal sufficiency and form for the City of Destin, only.

_____
Kimberly Romano Kopp, City Attorney

ITEM # 2026-810

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.G.

TO: City Council

THRU:

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

DATE: May 13, 2026

SUBJECT: Resolution 26-11 - Naming Procedures for City Parks

I. BACKGROUND: The City Council has expressed its desire to establish and maintain a consistent approach to and procedure for naming City parks and park amenities such as pavilions and other structures located within City parks (benches and trees are not considered park amenities for purposes of this Resolution). In this regard, Resolution 26-11 is attached for Council consideration.

II. DISCUSSION: Pursuant to proposed Resolution 26-11, the naming of a City Park shall be determined by the City Council either (i) based on its own initiative, (ii) upon a recommendation by the City Manager, (iii) upon the request of any person or entity desiring to assist the City Council in determining the name of any City Park or (iv) as part of City Council approval of a new land development project which consists of a new City Park pursuant to the city's land development regulations. The City Manager may make a recommendation to the City Council based on their own initiative, or as part of an assistance petition.

The Assistance Petition Process is a process for any person or entity wishing to assist the City Council in determining the name of a City Park. The petition would go to the City Manager first, for evaluation and recommendation. The petitioner would be required to demonstrate that the requirements of the resolution are met, including that there is requisite minimum community support, evidenced by a petition signed by at least one hundred fifty (150) registered voters of the City of Destin.

A. Link to Strategic Goals / Objectives:
B. Effect on Budget (EOB):
C. Level of Service (LOS):
D. Legislative Sponsor: Council Member Trammell

E. Business Impact Statement:

III. CONCLUSION: Staff recommends approval of Resolution 26-11.

IV. RECOMMENDED MOTION: I move to adopt Resolution 26-11.

Attachments:

1. Res 26-11 Park Naming Procedures 5.13.26

RESOLUTION NO. 2026-11

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA; ESTABLISHING REQUIREMENTS FOR THE NAMING OF CITY PARKS AND PARK AMENITIES; PROVIDING FOR THE REPEAL OF PRIOR INCONSISTENT RESOLUTIONS; SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is granted the authority, under § 2(b), Art. VIII of the State Constitution, to exercise any power for municipal purposes except when expressly prohibited by law; and

WHEREAS, the City Council desires to establish and maintain a consistent approach to and procedure for naming City parks and park amenities such as pavilions and other structures located within City parks (benches and trees are not considered park amenities for purposes of this Resolution) (hereinafter "City Parks"); and

WHEREAS, it is in the best interest of the City to adopt this Resolution establishing a procedure for the naming of City Parks; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above-stated recitals are hereby adopted and fully incorporated herein.

Section 2. Intent and Purpose; Findings. The intent and purpose of this section is to establish a uniform method and procedure to assist the City Council in naming of City Parks. The City Council hereby finds that the authority to name City Parks is solely vested in the City Council. Nothing herein shall be construed as a delegation of any authority to name a City Park to any other person or entity. The naming of City Parks shall be determined in the sole and absolute discretion of the City Council by majority vote. However, a renaming of any existing City Park that has

already been named in honor of a person shall require a super-majority vote.

Section 3. **Generally.** The naming of a City Park shall be determined by the City Council either (i) based on its own initiative, (ii) upon a recommendation by the City Manager, (iii) upon the request of any person or entity desiring to assist the City Council in determining the name of any City Park or (iv) as part of City Council approval of a new land development project which consists of a new City Park pursuant to the city's land development regulations. The City Manager may make a recommendation to the City Council based on their own initiative, or as part of an assistance petition as set forth below.

Section 4. **Naming Guidelines.** When considering the naming of any City Park, the City Manager and City Council shall consider any of the following naming attributes:

a. Recognized geographic features and community names.

b. Functional or purpose-based names

c. Natural historic features and local flora and fauna.

d. Significant public contributions and service to the City, State of Florida, or United States.

e. Significant material or financial contributions to the City.

f. Persons of historic service to the City.

g. Persons of outstanding civic service to the City.

h. Honoring a significant event.

i. Documented community support for the name.

When considering the naming of any City Park, the City Manager and City Council shall also consider the following other factors:

a. The cost that the naming or renaming will have on the City or any other person who is or could be materially affected by the name or name change;

b. Naming proposals that promote alcohol or tobacco products or political organizations/endorsements will not be considered;

c. Preference shall be given to names or long-established local usage and names that lend dignity to the park to be named;

d. Persons currently serving on the City Council or serving as an existing city employee shall not be considered;

e. Names selected shall be widely recognized and of enduring, honorable fame, not notoriety, and shall be commensurate with the significance of the park named;

f. Names with connotations which by contemporary community standards are derogatory or offensive shall not be considered;

g. Proliferation of the same name for different City Parks shall be avoided;

h. Proliferation of multiple names for different parts of a particular City Park shall be avoided;

i. If the name is an individual person, whether the individual has ever been convicted of a felony; and

j. Names should not create confusion for 911 and first responders.

Section 5. **Assistance Petitions.** Any person or entity wishing to assist the City Council in determining the name of a City Park shall submit an assistance petition to the City Manager for evaluation and a recommendation by the City Manager. The petition shall be in writing and shall demonstrate the basis on which the petitioner believes the naming request satisfies the naming guidelines and other factors set forth in this Resolution and shall demonstrate that requisite minimum community support has been obtained by the petitioner pursuant to this Resolution. Upon receipt of a duly submitted assistance petition, the City Manager shall review

the petition for sufficiency and confirm to the City Council whether the petition satisfies the submission requirements of this section.

Section 6. Minimum Community Support. The assistance petition shall be signed by at least one hundred fifty (150) registered voters of the City of Destin to demonstrate a minimum level of community support. No assistance petition shall be processed by the City Manager unless said petition has the minimum number of signatures required by this subsection.

Section 7. Repeal of Prior Inconsistent Resolutions. All prior inconsistent resolutions adopted by the City Council, or parts of prior resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

Section 8. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, whether for substantive, procedural, or any other reason, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution.

Section 9. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 18th day of May, 2026.

_____
Bobby Wagner, Mayor

ATTEST:

_____
Lisa Wallace, City Clerk

Approved as to form and legal sufficiency
For the City of Destin, only:

_____
Kimberly Romano Kopp, City Attorney

ITEM # 2026-784

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2026
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.H.

TO: City Council

THRU: Michael Burgess, Public Works Director
Larry Jones , City Manager
Krystal Strickland, Finance Director

FROM: Joe Bodi, Deputy Director, Public Works

DATE: May 7, 2026

SUBJECT: Renewal & Replacement - Resurfacing and Striping 18 streets

I. BACKGROUND:

As part of the City's ongoing commitment to roadway maintenance, the Public Works Department has developed a Renewal/Replacement Schedule for the City of Destin to proactively maintain and preserve the City's roadway infrastructure. The resurfacing program is intended to address roadway deterioration before conditions worsen and more costly reconstruction becomes necessary.

For FY 2026, the Public Works Department has identified the final group of streets recommended for milling, resurfacing, and re-striping. These projects are part of the City Council's previously approved aggressive resurfacing schedule to ensure public roadways continue to meet minimum roadway surfacing standards and maintain a safe and efficient transportation network.

II. DISCUSSION: On May 12, 2026, the Public Works/Public Safety Committee reviewed the proposed list of resurfacing projects and recommended approval of the following roadways:

- Gulf Shore Drive, Sandpiper Cove to cul-de-sac*, Repaving $959,791.00, Striping $68,982.18
- Airport Road Eastern Section, Curve to US 98*, Repaving $761,538.25, Striping $36,709.94
- Misty Way/N. Lakeside Drive (combined), Repaving $482,765.50, Striping $41,338.21
- Driftwood Lane & Court, Park Court, Repaving $189,232.00

- Flamingo Drive, Repaving $66,640.25
- Spring Lake Drive & Cul-de-Sacs, Elise Lane, Kent Lane, Repaving $474,213.00

*Work on Gulf Shore Drive and Airport Road is anticipated to begin in August following the peak tourist season to minimize impacts to residents and visitors.
These projects are intended to address deteriorating pavement conditions including surface cracking, rutting, oxidation, and aging asphalt on both collector corridors and neighborhood streets throughout the City. Completion of the resurfacing work will improve roadway ride quality, enhance traffic safety, and extend the overall service life of the pavement infrastructure.

The Public Works Department and City Engineer will evaluate roadway conditions during construction activities to determine whether additional repairs, including localized base failure repairs or milling operations, are necessary prior to final paving. For local classified streets, stop bars and crosswalks will be reinstalled approximately two weeks after asphalt placement to allow adequate curing time. Localized striping work will be completed by in-house Public Works staff.

The following roadways are scheduled to receive full striping improvements, including stop bars, crosswalks, centerlines, directional arrows, pavement text, and edge lines:

- Gulf Shore Drive, Sandpiper Cove to first cul-de-sac
- Airport Road Eastern Section, Curve to US 98
- Misty Way / N. Lakeside Drive

The resurfacing and striping program will improve roadway appearance and operational efficiency while reducing future maintenance demands and delaying the need for more extensive reconstruction efforts. These improvements are expected to extend the useful life of the roadway infrastructure by approximately 15 to 20 years through proactive pavement rehabilitation.

Additionally, the PW/PS Committee recommendation includes consideration of operational and safety modifications at Spring Lake, Beach, and Sandpiper Circle as part of the resurfacing effort. Completing these adjustments concurrently with paving operations provides an opportunity to reduce future mobilization costs and minimize additional construction impacts within the area.

Approval of this item allows the City to continue implementing a coordinated resurfacing program utilizing the City's continuous service contractors in an efficient and cost-effective manner.

A. Link to Strategic Goals / Objectives: I. Financially Sound City providing Service Excellence
II. Enhanced Quality of Life and Safety for Families
IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure
B. Effect on Budget (EOB): The City has H&T as a continuing services contractor to do the milling and resurfacing, estimated for these roads at

$2,934,180, and McShea Contracting (aka Emerald Coast Striping) is the continuing services contractor for striping, estimated at $147,030.33.

Approval of these proposed road renewal projects is estimated at $3,081210.33 in total, and there is approximately $3.2 million remaining in the FY 2026 roadway renewal & replacement budget.

	301.5410.565000 RR-PublicWorks-CIP Project 100046
FY 26 Adopted Budget	$ 5,015,420
PY Encumbrances rolled forward	44,168
Revised Budget	5,059,588
Previous Expenses/Encumbrances	(1,774,482)
Available Program Budget	3,285,106
This Agreement +(-)	(3,081,210)
FY 26 Remaining Program Budget	$ 203,895

C. Level of Service (LOS): The proposed roadway resurfacing and striping projects support the City's adopted infrastructure maintenance objectives and maintain an acceptable level of service for public transportation infrastructure.

Completion of these projects will:

- Improve pavement conditions and roadway rideability
- Maintain safe and efficient traffic circulation
- Enhance visibility and traffic safety through updated roadway markings
- Preserve roadway assets and extend pavement life expectancy
- Support emergency response access and neighborhood connectivity
- Maintain the City's goal of providing minimum resurfacing standards for all public streets

These improvements are consistent with the City's long-term pavement management strategy and infrastructure renewal/replacement program.

D. Legislative Sponsor: N/A

E. Business Impact Statement: N/A

III. CONCLUSION: These Resurfacing and Striping Projects represent an ongoing investment in the City's transportation infrastructure and demonstrates City Council's commitment to maintaining safe, efficient, and reliable public roadways.

The Public Works/Public Safety Committee has reviewed and recommended approval of the proposed projects, and staff supports moving forward with the Renewal/Replacement

improvements as presented.

Approval of this item will allow staff to coordinate with the City's continuous service contractors and complete the resurfacing and striping projects in an efficient and timely manner.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to issue Purchase Orders to the City's continuous service contractors to execute and complete the resurfacing and striping work.

Attachments:

1. Paving and Striping Quotes - all
2. H&T 2023 Misc Asphaltic Concrete Services Contract Yr1
3. H&T 2023 Misc Asphaltic Concrete Services Prices
4. H&T 2026 Contract Extension 3 of 4
5. McShea Contracting (ECS Striping)

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

CONTRACTOR: H&T Contractors, LLC. **Date:** 8/19/2025

Work Order Number: **Completion Date:**

Calendar Days:

Description of Work: Gulf Shore Drive

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse) w/Fiber	SY	$20.25	29668.00	$ 600,777.00
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine) w/Fiber	SY	$15.75	0.00	$ -
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine) w/Fiber	SY	$13.00	0.00	$ -
4	Milling of existing asphalt (average 1 in depth)	SY	$5.00	0.00	$ -
5	Milling of existing asphalt (average 2 in depth)	SY	$6.50	29668.00	$ 192,842.00
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$30.00	0.00	$ -
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$24.00	0.00	$ -
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$12.00	0.00	$ -
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	$10.00	0.00	$ -
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	$8.00	0.00	$ -
11	Prime Coat	SY	$4.00	0.00	$ -
12	Tack Coat	SY	$4.00	29668.00	$ 118,672.00
13	Asphalt Cut with Abrasive Blade	LF	$7.00	0.00	$ -
14	Concrete Cut with Abrasive Blade	LF	$7.00	0.00	$ -
15	Silt Fence	LF	$10.00	0.00	$ -
16	Straw Waddle	LF	$8.00	0.00	$ -
17	Manhole Adjustment	EACH	$1,000.00	4.00	$ 4,000.00
18	Valve Box Adjustment	EACH	$600.00	0.00	$ -
19	Removal of Concrete over 6 inches	SY	$15.00	0.00	$ -
20	Removal of Asphalt up to 4 inches thick	SY	$10.00	0.00	$ -
21	Removal of Asphalt over 4 inches	SY	$15.00	0.00	$ -
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	$40.00	0.00	$ -
23	Clear & Grub	SY	$2.50	0.00	$ -
24	Debris Hauling	CY	$25.00	0.00	$ -
25	Tree trimming	HR	$300.00	0.00	$ -
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	$500.00	0.00	$ -
27	Guardrail (FDOT Index 400)	LF	$450.00	0.00	$ -
28	Mobilization	LUMP	$4,000.00	1.00	$ 4,000.00
29	12" inch RCP provided, delivered, and installed	LF	$92.00	0.00	$ -
30	15" inch RCP provided, delivered, and installed	LF	$92.00	0.00	$ -
31	18" inch RCP provided, delivered, and installed	LF	$101.00	0.00	$ -
32	24" inch RCP provided, delivered, and installed	LF	$125.00	0.00	$ -
33	30" inch RCP provided, delivered, and installed	LF	$157.00	0.00	$ -
34	36" inch RCP provided, delivered, and installed	LF	$240.00	0.00	$ -
35	42" inch RCP provided, delivered, and installed	LF	$285.00	0.00	$ -
36	48" inch RCP provided, delivered, and installed	LF	$350.00	0.00	$ -

*Payment shall be made on actual work performed, as measured in field.

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	$45.00	0.00	$	-
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	$55.00	0.00	$	-
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	$65.00	0.00	$	-
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	$75.00	0.00	$	-
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	$120.00	0.00	$	-
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	$140.00	0.00	$	-
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	$160.00	0.00	$	-
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	$180.00	0.00	$	-
45	Concrete Headwall or Drainage Structure	CY	$900.00	0.00	$	-
46	Mitered end section – medium 12 inches to 15 inches	EACH	$2,000.00	0.00	$	-
47	Mitered end section – large 18 inches to 24 inches	EACH	$4,500.00	0.00	$	-
48	Concrete flume (4 in thick)	SY	$200.00	0.00	$	-
49	Inlet Apron (4 in thick)	SY	$120.00	0.00	$	-
50	Raise existing inlet (assume 3 in adjustment)	EACH	$3,000.00	0.00	$	-
51	Lower existing inlet (assume 3 in adjustment)	EACH	$2,500.00	0.00	$	-
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	$300.00	0.00	$	-
53	Excavation and Haul Off	CY	$25.00	0.00	$	-
54	Well Points	DAY	$4,500.00	0.00	$	-
55	Grout (joint)	EACH	$2,500.00	0.00	$	-
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	$20.00	0.00	$	-
57	Swale Installation (grading)	CY	$100.00	0.00	$	-
58	Concrete Collar (any size)	EACH	$3,000.00	0.00	$	-
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	$600.00	0.00	$	-
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	$700.00	0.00	$	-
61	6 inch Drain pipe	LF	$45.00	0.00	$	-
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	$5,000.00	0.00	$	-
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	$108.00	0.00	$	-
64	Concrete Sidewalk – 4 inches thick installed	SY	$72.00	0.00	$	-
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	$25.00	0.00	$	-
66	Concrete Type "D" Curb fiber reinforced	LF	$30.00	0.00	$	-
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	$35.00	0.00	$	-
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	$34.00	0.00	$	-
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	$30.00	0.00	$	-
70	ADA truncated dome mat installation	SF	$48.00	0.00	$	-
71	Traffic Control (MOT) cost	DAY	$2,000.00	13.00	$	26,000.00
72	Bermuda Sod installed	SY	$4.50	0.00	$	-
73	St Augustine Sod installed	SY	$5.75	0.00	$	-
74	Centipede Sod installed	SY	$13.50	0.00	$	-
75	Irrigation Repair	HR	$250.00	0.00	$	-
76	Type "C" inlet installed (depth 6-10 ft)	EACH	$5,500.00	0.00	$	-
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	$6,000.00	0.00	$	-
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	$500.00	0.00	$	-
79	Speed Hump Installation (2 Lanes)	EACH	$3,000.00	0.00	$	-
80	Speed Table Installation (2 Lanes)	EACH	$4,500.00	3.00	$	13,500.00
			Total		$	959,791.00

Additional Contract Items						
Item No.	**Description**	**Unit**	**Unit Price**	**Quantity**	**Extension**	
			Total		$	959,791.00
	Contengent Items from Price Sheet	LS	**Total**			
			Grand Total		$	959,791.00

CONTRACTOR REPRESENTITIVE: _____ DATE _____

*Payment shall be made on actual work performed, as measured in field.

EMERALD COAST STRIPING LLC

1901 N East AVe.

Panama City, Florida 32405

Contact: **Aric Bailey**

Phone: **850-215-4875**

Email: **aric@ecstriping.com**

Quote To: City of Destin

Phone:

Email:

Job Name: Gulf Shores Drive - Destin

Date of Plans:

Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	600.00	EA	5.00	3,000.00
0710 11123	PAINTED MARKINGS, STD, WHITE, SOLID, CROSS, 12"	3,173.00	SF	2.00	6,346.00
0710 11125	PAINTED MARKINGS, STD, WHITE, SOLID, 24"	316.00	SF	2.00	632.00
0710 11160	PAINTED MARKINGS, STD, WHITE, MESSAGE	88.00	SF	2.00	176.00
0710 11170	PAINTED MARKINGS, STD, WHITE, ARROW	85.00	SF	2.00	170.00
E710 11121	PT PVT MARKINGS STD, WHITE, SOLID, 6"	17,771.00	LF	0.15	2,665.65
E710 11221	PT PVT MARKINGS STD, YELLOW, SOLID, 6"	17,016.00	LF	0.15	2,552.40
E710 11141	PT PVT MARKINGS STD, WHITE, SKIP 6"	2,277.00	LF	0.12	273.24
E710 11241	PT PVT MARKINGS STD, YELLOW SKIP, 6"	1,852.00	LF	0.12	222.24
E711 11121	THERMO, STD,WHITE,SOLID,6"	17,771.00	LF	1.00	17,771.00
E711 11141	THERMO, STD WHITE, SKIP, 6"	2,277.00	LF	0.85	1,935.45
E711 11221	THERMO, STD, YELLOW, SOLID, 6"	17,016.00	LF	1.00	17,016.00
E711 11241	THERMO, STD, YELLOW, SKIP, 6"	1,852.00	LF	0.85	1,574.20
0711 11123	THERMO, STD, WHITE, SOLID, 12" FOR CROSS	3,173.00	SF	4.00	12,692.00
0711 11125	THERMO, STD, WHITE, SOLID, 24"	316.00	SF	4.00	1,264.00
0711 11160	THERMO, STD, WHITE, MESSAGE OR SYMBOL	88.00	SF	4.00	352.00
0711 11170	THERMO, STD, WHITE, ARROW	85.00	SF	4.00	340.00
GRAND TOTAL					**68,982.18**

NOTES:

Comments or special instructions:

Emerald Coast Striping,LLC will not be held responsible for temporary paint markings damaged by the construction process or others.

This is a Unit Price bid any additions will be paid at the unit prices quoted below.

Retainage will not be held unless Emerald Coast Striping's portion is held by the Owner or The Department of Transportion per FDOT specification 9-5.1 and 9-5.6.

This estimate including comments and special instructions will be included in the Contract.

This proposal will be honored for 30 days.

Note: Please allow two weeks notice for scheduling of crews

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

CONTRACTOR: H&T Contractors, LLC. **Date:** 8/19/2025

Work Order Number: **Completion Date:**

Calendar Days:

Description of Work: Airport Road East From Curve To 98

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse) w/Fiber	SY	$20.25	23211.00	$ 470,022.75
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine) w/Fiber	SY	$15.75	0.00	$ -
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine) w/Fiber	SY	$13.00	0.00	$ -
4	Milling of existing asphalt (average 1 in depth)	SY	$5.00	0.00	$ -
5	Milling of existing asphalt (average 2 in depth)	SY	$6.50	23211.00	$ 150,871.50
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$30.00	0.00	$ -
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$24.00	0.00	$ -
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$12.00	0.00	$ -
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	$10.00	0.00	$ -
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	$8.00	0.00	$ -
11	Prime Coat	SY	$4.00	0.00	$ -
12	Tack Coat	SY	$4.00	23211.00	$ 92,844.00
13	Asphalt Cut with Abrasive Blade	LF	$7.00	0.00	$ -
14	Concrete Cut with Abrasive Blade	LF	$7.00	0.00	$ -
15	Silt Fence	LF	$10.00	0.00	$ -
16	Straw Waddle	LF	$8.00	0.00	$ -
17	Manhole Adjustment	EACH	$1,000.00	20.00	$ 20,000.00
18	Valve Box Adjustment	EACH	$600.00	13.00	$ 7,800.00
19	Removal of Concrete over 6 inches	SY	$15.00	0.00	$ -
20	Removal of Asphalt up to 4 inches thick	SY	$10.00	0.00	$ -
21	Removal of Asphalt over 4 inches	SY	$15.00	0.00	$ -
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	$40.00	0.00	$ -
23	Clear & Grub	SY	$2.50	0.00	$ -
24	Debris Hauling	CY	$25.00	0.00	$ -
25	Tree trimming	HR	$300.00	0.00	$ -
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	$500.00	0.00	$ -
27	Guardrail (FDOT Index 400)	LF	$450.00	0.00	$ -
28	Mobilization	LUMP	$4,000.00	1.00	$ 4,000.00
29	12" inch RCP provided, delivered, and installed	LF	$92.00	0.00	$ -
30	15" inch RCP provided, delivered, and installed	LF	$92.00	0.00	$ -
31	18" inch RCP provided, delivered, and installed	LF	$101.00	0.00	$ -
32	24" inch RCP provided, delivered, and installed	LF	$125.00	0.00	$ -
33	30" inch RCP provided, delivered, and installed	LF	$157.00	0.00	$ -
34	36" inch RCP provided, delivered, and installed	LF	$240.00	0.00	$ -
35	42" inch RCP provided, delivered, and installed	LF	$285.00	0.00	$ -
36	48" inch RCP provided, delivered, and installed	LF	$350.00	0.00	$ -

*Payment shall be made on actual work performed, as measured in field.

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	$45.00	0.00	$ -
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	$55.00	0.00	$ -
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	$65.00	0.00	$ -
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	$75.00	0.00	$ -
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	$120.00	0.00	$ -
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	$140.00	0.00	$ -
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	$160.00	0.00	$ -
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	$180.00	0.00	$ -
45	Concrete Headwall or Drainage Structure	CY	$900.00	0.00	$ -
46	Mitered end section – medium 12 inches to 15 inches	EACH	$2,000.00	0.00	$ -
47	Mitered end section – large 18 inches to 24 inches	EACH	$4,500.00	0.00	$ -
48	Concrete flume (4 in thick)	SY	$200.00	0.00	$ -
49	Inlet Apron (4 in thick)	SY	$120.00	0.00	$ -
50	Raise existing inlet (assume 3 in adjustment)	EACH	$3,000.00	0.00	$ -
51	Lower existing inlet (assume 3 in adjustment)	EACH	$2,500.00	0.00	$ -
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	$300.00	0.00	$ -
53	Excavation and Haul Off	CY	$25.00	0.00	$ -
54	Well Points	DAY	$4,500.00	0.00	$ -
55	Grout (joint)	EACH	$2,500.00	0.00	$ -
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	$20.00	0.00	$ -
57	Swale Installation (grading)	CY	$100.00	0.00	$ -
58	Concrete Collar (any size)	EACH	$3,000.00	0.00	$ -
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	$600.00	0.00	$ -
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	$700.00	0.00	$ -
61	6 inch Drain pipe	LF	$45.00	0.00	$ -
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	$5,000.00	0.00	$ -
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	$108.00	0.00	$ -
64	Concrete Sidewalk – 4 inches thick installed	SY	$72.00	0.00	$ -
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	$25.00	0.00	$ -
66	Concrete Type "D" Curb fiber reinforced	LF	$30.00	0.00	$ -
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	$35.00	0.00	$ -
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	$34.00	0.00	$ -
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	$30.00	0.00	$ -
70	ADA truncated dome mat installation	SF	$48.00	0.00	$ -
71	Traffic Control (MOT) cost	DAY	$2,000.00	8.00	$ 16,000.00
72	Bermuda Sod installed	SY	$4.50	0.00	$ -
73	St Augustine Sod installed	SY	$5.75	0.00	$ -
74	Centipede Sod installed	SY	$13.50	0.00	$ -
75	Irrigation Repair	HR	$250.00	0.00	$ -
76	Type "C" inlet installed (depth 6-10 ft)	EACH	$5,500.00	0.00	$ -
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	$6,000.00	0.00	$ -
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	$500.00	0.00	$ -
79	Speed Hump Installation (2 Lanes)	EACH	$3,000.00	0.00	$ -
80	Speed Table Installation (2 Lanes)	EACH	$4,500.00	0.00	$ -
			Total		$ 761,538.25

Additional Contract Items					
Item No.	**Description**	**Unit**	**Unit Price**	**Quantity**	**Extension**
			Total		
	Contengent Items from Price Sheet	LS	**Total**		
			Grand Total		

CONTRACTOR REPRESENTITIVE: _____ DATE _____

*Payment shall be made on actual work performed, as measured in field.

EMERALD COAST STRIPING LLC

1901 N East Ave.
Panama City, Florida 32405
Contact: **Aric Bailey**
Phone: **850-215-4875**
Email: **aric@ecstriping.com**

Quote To: City of Destin
Phone:
Email:

Job Name: Airport Rd (Main St to Curve)
Date of Plans:
Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0710 11101	PAINTED MARKINGS, STD, WHITE, SOLID, 6"	8,209.00	LF	0.30	2,462.70
0710 11201	PAINTED MARKINGS, STD, YELLOW, SOLID, 6"	6,260.00	LF	0.30	1,878.00
0710 11131	PAINTED MARKINGS, STD, WHITE, SKIP, 10-30,3-9	8,434.00	LF	0.18	1,518.12
0710 11141	PAINTED MARKINGS, STD, WHITE, 2-4,6-10 DOTTED	654.00	LF	0.18	117.72
0710 11123	PAINTED MARKINGS, STD, WHITE, SOLID, CROSS, 12"	384.00	SF	2.00	768.00
0710 11125	PAINTED MARKINGS, STD, WHITE, SOLID, 24"	250.00	SF	2.00	500.00
0710 11160	PAINTED MARKINGS, STD, WHITE, MESSAGE	88.00	SF	2.00	176.00
0710 11170	PAINTED MARKINGS, STD, WHITE, ARROW	629.00	SF	2.00	1,258.00
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	316.00	EA	5.00	1,580.00
0711 16101	THERMO, STD-OTHER SURFACES, WHITE, SOLID 6"	8,209.00	LF	1.00	8,209.00
0711 16201	THERMO, STD-OTHER SURFACES, YELLOW, SOLID, 6"	6,260.00	LF	1.00	6,260.00
0711 16131	THERMO, STD-OTHER SURFACES, WHITE, SKIP, 6"	8,434.00	LF	0.55	4,638.70
0711 16171	THERMO, STD OTHER SURFACES, WHITE, 6-10 MANAGED LN	654.00	LF	0.55	359.70
0711 11123	THERMO, STD, WHITE, SOLID, 12" FOR CROSS	384.00	SF	4.00	1,536.00
0711 11125	THERMO, STD, WHITE, SOLID, 24"	250.00	SF	4.00	1,000.00
0711 11160	THERMO, STD, WHITE, MESSAGE OR SYMBOL	88.00	SF	4.00	352.00
0711 11170	THERMO, STD, WHITE, ARROW	629.00	SF	4.00	2,516.00
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	316.00	EA	5.00	1,580.00
GRAND TOTAL					**36,709.94**

NOTES:

Comments or special instructions:

No side streets have been included into this proposal.

One lift of paint (only) has been included.

All Maintenance of Traffic to be provided by General Contractor or City of Destin.

Emerald Coast Striping,LLC will not be held responsible for temporary paint markings damaged by the construction process or others.

This is a Unit Price bid any additions will be paid at the unit prices quoted below.

Retainage will not be held unless Emerald Coast Striping's portion is held by the Owner or The Department of Transportion per FDOT specification 9-5.1 and 9-5.6.

This estimate including comments and special instructions will be included in the Contract.

This proposal will be honored for 30 days.

Note: Please allow two weeks notice for scheduling of crews

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

CONTRACTOR: H&T Contractors, LLC. **Date:** 8/19/2025

Work Order Number: **Completion Date:**

Calendar Days:

Description of Work: N Lakeside Dr & Misty Way

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse) w/Fiber	SY	$20.25	13794.00	$ 279,328.50
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine) w/Fiber	SY	$15.75	0.00	$ -
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine) w/Fiber	SY	$13.00	0.00	$ -
4	Milling of existing asphalt (average 1 in depth)	SY	$5.00	0.00	$ -
5	Milling of existing asphalt (average 2 in depth)	SY	$6.50	13794.00	$ 89,661.00
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$30.00	0.00	$ -
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$24.00	0.00	$ -
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$12.00	0.00	$ -
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	$10.00	0.00	$ -
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	$8.00	0.00	$ -
11	Prime Coat	SY	$4.00	0.00	$ -
12	Tack Coat	SY	$4.00	13794.00	$ 55,176.00
13	Asphalt Cut with Abrasive Blade	LF	$7.00	0.00	$ -
14	Concrete Cut with Abrasive Blade	LF	$7.00	0.00	$ -
15	Silt Fence	LF	$10.00	0.00	$ -
16	Straw Waddle	LF	$8.00	0.00	$ -
17	Manhole Adjustment	EACH	$1,000.00	20.00	$ 20,000.00
18	Valve Box Adjustment	EACH	$600.00	1.00	$ 600.00
19	Removal of Concrete over 6 inches	SY	$15.00	0.00	$ -
20	Removal of Asphalt up to 4 inches thick	SY	$10.00	0.00	$ -
21	Removal of Asphalt over 4 inches	SY	$15.00	0.00	$ -
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	$40.00	0.00	$ -
23	Clear & Grub	SY	$2.50	0.00	$ -
24	Debris Hauling	CY	$25.00	0.00	$ -
25	Tree trimming	HR	$300.00	0.00	$ -
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	$500.00	0.00	$ -
27	Guardrail (FDOT Index 400)	LF	$450.00	0.00	$ -
28	Mobilization	LUMP	$4,000.00	1.00	$ 4,000.00
29	12" inch RCP provided, delivered, and installed	LF	$92.00	0.00	$ -
30	15" inch RCP provided, delivered, and installed	LF	$92.00	0.00	$ -
31	18" inch RCP provided, delivered, and installed	LF	$101.00	0.00	$ -
32	24" inch RCP provided, delivered, and installed	LF	$125.00	0.00	$ -
33	30" inch RCP provided, delivered, and installed	LF	$157.00	0.00	$ -
34	36" inch RCP provided, delivered, and installed	LF	$240.00	0.00	$ -
35	42" inch RCP provided, delivered, and installed	LF	$285.00	0.00	$ -
36	48" inch RCP provided, delivered, and installed	LF	$350.00	0.00	$ -

*Payment shall be made on actual work performed, as measured in field.

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	$45.00	0.00	$ -
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	$55.00	0.00	$ -
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	$65.00	0.00	$ -
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	$75.00	0.00	$ -
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	$120.00	0.00	$ -
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	$140.00	0.00	$ -
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	$160.00	0.00	$ -
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	$180.00	0.00	$ -
45	Concrete Headwall or Drainage Structure	CY	$900.00	0.00	$ -
46	Mitered end section – medium 12 inches to 15 inches	EACH	$2,000.00	0.00	$ -
47	Mitered end section – large 18 inches to 24 inches	EACH	$4,500.00	0.00	$ -
48	Concrete flume (4 in thick)	SY	$200.00	0.00	$ -
49	Inlet Apron (4 in thick)	SY	$120.00	0.00	$ -
50	Raise existing inlet (assume 3 in adjustment)	EACH	$3,000.00	0.00	$ -
51	Lower existing inlet (assume 3 in adjustment)	EACH	$2,500.00	0.00	$ -
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	$300.00	0.00	$ -
53	Excavation and Haul Off	CY	$25.00	0.00	$ -
54	Well Points	DAY	$4,500.00	0.00	$ -
55	Grout (joint)	EACH	$2,500.00	0.00	$ -
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	$20.00	0.00	$ -
57	Swale Installation (grading)	CY	$100.00	0.00	$ -
58	Concrete Collar (any size)	EACH	$3,000.00	0.00	$ -
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	$600.00	0.00	$ -
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	$700.00	0.00	$ -
61	6 inch Drain pipe	LF	$45.00	0.00	$ -
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	$5,000.00	0.00	$ -
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	$108.00	0.00	$ -
64	Concrete Sidewalk – 4 inches thick installed	SY	$72.00	0.00	$ -
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	$25.00	0.00	$ -
66	Concrete Type "D" Curb fiber reinforced	LF	$30.00	0.00	$ -
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	$35.00	0.00	$ -
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	$34.00	0.00	$ -
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	$30.00	0.00	$ -
70	ADA truncated dome mat installation	SF	$48.00	0.00	$ -
71	Traffic Control (MOT) cost	DAY	$2,000.00	8.00	$ 16,000.00
72	Bermuda Sod installed	SY	$4.50	0.00	$ -
73	St Augustine Sod installed	SY	$5.75	0.00	$ -
74	Centipede Sod installed	SY	$13.50	0.00	$ -
75	Irrigation Repair	HR	$250.00	0.00	$ -
76	Type "C" inlet installed (depth 6-10 ft)	EACH	$5,500.00	0.00	$ -
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	$6,000.00	0.00	$ -
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	$500.00	0.00	$ -
79	Speed Hump Installation (2 Lanes)	EACH	$3,000.00	0.00	$ -
80	Speed Table Installation (2 Lanes)	EACH	$4,500.00	4.00	$ 18,000.00
			Total		$ 482,765.50

Additional Contract Items

Item No.	Description	Unit	Unit Price	Quantity	Extension
			Total		$ 482,765.50
	Contengent Items from Price Sheet	LS	**Total**		
			Grand Total		$ 482,765.50

CONTRACTOR REPRESENTITIVE: _____ DATE _____

*Payment shall be made on actual work performed, as measured in field.

EMERALD COAST STRIPING LLC

1901 N East Ave.
Panama CIty, Florida 32405
Contact: **Aric Bailey**
Phone: **850-215-4875**
Email: **aric@ecstriping.com**

Quote To: City of Destin
Phone:
Email:

Job Name: N Lakeside DR - Misty Way
Date of Plans:
Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0706 1 3	RAISED PAVEMENT MARKER, TYPE B	2,324.00	EA	5.00	11,620.00
0710 11123	PAINTED MARKINGS, STD, WHITE, SOLID, CROSS, 12"	823.00	SF	2.00	1,646.00
0710 11124	PAINTED MARKINGS, STD, WHITE, SOLID, 18"	165.00	SF	2.00	330.00
0710 11125	PAINTED MARKINGS, STD, WHITE, SOLID, 24"	198.00	SF	2.00	396.00
0710 11160	PAINTED MARKINGS, STD, WHITE, MESSAGE	22.00	SF	2.00	44.00
0710 11170	PAINTED MARKINGS, STD, WHITE, ARROW	102.00	SF	2.00	204.00
E710 11121	PT PVT MARKINGS STD, WHITE, SOLID, 6"	9,553.00	LF	0.17	1,624.01
E710 11221	PT PVT MARKINGS STD, YELLOW, SOLID, 6"	9,288.00	LF	0.15	1,393.20
E711 11121	THERMO, STD,WHITE,SOLID,6"	9,553.00	LF	1.00	9,553.00
E711 11221	THERMO, STD, YELLOW, SOLID, 6"	9,288.00	LF	1.00	9,288.00
0711 11123	THERMO, STD, WHITE, SOLID, 12" FOR CROSS	823.00	LF	4.00	3,292.00
0711 11124	THERMO, STD, WHITE, SOLID, 18" FOR CHEV	165.00	LF	4.00	660.00
0711 11125	THERMO, STD, WHITE, SOLID, 24"	198.00	LF	4.00	792.00
0711 11170	THERMO, STD, WHITE, ARROW	102.00	EA	4.00	408.00
0711 11160	THERMO, STD, WHITE, MESSAGE OR SYMBOL	22.00	EA	4.00	88.00
GRAND TOTAL					**41,338.21**

NOTES:

Comments or special instructions:

This is a Unit Price bid any additions will be paid at the unit prices quoted below.

Retainage will not be held unless Emerald Coast Striping's portion is held by the Owner or The Department of Transportion per FDOT specification 9-5.1 and 9-5.6.

This estimate including comments and special instructions will be included in the Contract.

This proposal will be honored for 30 days.

Note: Please allow two weeks notice for scheduling of crews

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

CONTRACTOR: H&T Contractors, LLC. **Date:** 8/19/2025

Work Order Number: **Completion Date:**

Calendar Days:

Description of Work: Driftwood Ln, Driftwood Ct, Park Ct

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse) w/Fiber	SY	$20.25	5536.00	$ 112,104.00
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine) w/Fiber	SY	$15.75	0.00	$ -
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine) w/Fiber	SY	$13.00	0.00	$ -
4	Milling of existing asphalt (average 1 in depth)	SY	$5.00	0.00	$ -
5	Milling of existing asphalt (average 2 in depth)	SY	$6.50	5536.00	$ 35,984.00
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$30.00	0.00	$ -
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$24.00	0.00	$ -
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$12.00	0.00	$ -
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	$10.00	0.00	$ -
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	$8.00	0.00	$ -
11	Prime Coat	SY	$4.00	0.00	$ -
12	Tack Coat	SY	$4.00	5536.00	$ 22,144.00
13	Asphalt Cut with Abrasive Blade	LF	$7.00	0.00	$ -
14	Concrete Cut with Abrasive Blade	LF	$7.00	0.00	$ -
15	Silt Fence	LF	$10.00	0.00	$ -
16	Straw Waddle	LF	$8.00	0.00	$ -
17	Manhole Adjustment	EACH	$1,000.00	7.00	$ 7,000.00
18	Valve Box Adjustment	EACH	$600.00	0.00	$ -
19	Removal of Concrete over 6 inches	SY	$15.00	0.00	$ -
20	Removal of Asphalt up to 4 inches thick	SY	$10.00	0.00	$ -
21	Removal of Asphalt over 4 inches	SY	$15.00	0.00	$ -
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	$40.00	0.00	$ -
23	Clear & Grub	SY	$2.50	0.00	$ -
24	Debris Hauling	CY	$25.00	0.00	$ -
25	Tree trimming	HR	$300.00	0.00	$ -
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	$500.00	0.00	$ -
27	Guardrail (FDOT Index 400)	LF	$450.00	0.00	$ -
28	Mobilization	LUMP	$4,000.00	1.00	$ 4,000.00
29	12" inch RCP provided, delivered, and installed	LF	$92.00	0.00	$ -
30	15" inch RCP provided, delivered, and installed	LF	$92.00	0.00	$ -
31	18" inch RCP provided, delivered, and installed	LF	$101.00	0.00	$ -
32	24" inch RCP provided, delivered, and installed	LF	$125.00	0.00	$ -
33	30" inch RCP provided, delivered, and installed	LF	$157.00	0.00	$ -
34	36" inch RCP provided, delivered, and installed	LF	$240.00	0.00	$ -
35	42" inch RCP provided, delivered, and installed	LF	$285.00	0.00	$ -
36	48" inch RCP provided, delivered, and installed	LF	$350.00	0.00	$ -

*Payment shall be made on actual work performed, as measured in field.

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	$45.00	0.00	$	-
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	$55.00	0.00	$	-
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	$65.00	0.00	$	-
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	$75.00	0.00	$	-
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	$120.00	0.00	$	-
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	$140.00	0.00	$	-
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	$160.00	0.00	$	-
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	$180.00	0.00	$	-
45	Concrete Headwall or Drainage Structure	CY	$900.00	0.00	$	-
46	Mitered end section – medium 12 inches to 15 inches	EACH	$2,000.00	0.00	$	-
47	Mitered end section – large 18 inches to 24 inches	EACH	$4,500.00	0.00	$	-
48	Concrete flume (4 in thick)	SY	$200.00	0.00	$	-
49	Inlet Apron (4 in thick)	SY	$120.00	0.00	$	-
50	Raise existing inlet (assume 3 in adjustment)	EACH	$3,000.00	0.00	$	-
51	Lower existing inlet (assume 3 in adjustment)	EACH	$2,500.00	0.00	$	-
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	$300.00	0.00	$	-
53	Excavation and Haul Off	CY	$25.00	0.00	$	-
54	Well Points	DAY	$4,500.00	0.00	$	-
55	Grout (joint)	EACH	$2,500.00	0.00	$	-
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	$20.00	0.00	$	-
57	Swale Installation (grading)	CY	$100.00	0.00	$	-
58	Concrete Collar (any size)	EACH	$3,000.00	0.00	$	-
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	$600.00	0.00	$	-
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	$700.00	0.00	$	-
61	6 inch Drain pipe	LF	$45.00	0.00	$	-
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	$5,000.00	0.00	$	-
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	$108.00	0.00	$	-
64	Concrete Sidewalk – 4 inches thick installed	SY	$72.00	0.00	$	-
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	$25.00	0.00	$	-
66	Concrete Type "D" Curb fiber reinforced	LF	$30.00	0.00	$	-
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	$35.00	0.00	$	-
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	$34.00	0.00	$	-
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	$30.00	0.00	$	-
70	ADA truncated dome mat installation	SF	$48.00	0.00	$	-
71	Traffic Control (MOT) cost	DAY	$2,000.00	4.00	$	8,000.00
72	Bermuda Sod installed	SY	$4.50	0.00	$	-
73	St Augustine Sod installed	SY	$5.75	0.00	$	-
74	Centipede Sod installed	SY	$13.50	0.00	$	-
75	Irrigation Repair	HR	$250.00	0.00	$	-
76	Type "C" inlet installed (depth 6-10 ft)	EACH	$5,500.00	0.00	$	-
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	$6,000.00	0.00	$	-
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	$500.00	0.00	$	-
79	Speed Hump Installation (2 Lanes)	EACH	$3,000.00	0.00	$	-
80	Speed Table Installation (2 Lanes)	EACH	$4,500.00	0.00	$	-
			Total		$	189,232.00

Additional Contract Items					
Item No.	**Description**	**Unit**	**Unit Price**	**Quantity**	**Extension**
			Total		$ 189,232.00
	Contengent Items from Price Sheet	LS	**Total**		
			Grand Total		$ 189,232.00

CONTRACTOR REPRESENTITIVE: _____ DATE _____

*Payment shall be made on actual work performed, as measured in field.

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

CONTRACTOR: H&T Contractors, LLC. **Date:** 8/19/2025

Work Order Number: **Completion Date:**

Calendar Days:

Description of Work: Flamingo Dr

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse) w/Fiber	SY	$20.25	1907.00	$ 38,616.75
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine) w/Fiber	SY	$15.75	0.00	$ -
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine) w/Fiber	SY	$13.00	0.00	$ -
4	Milling of existing asphalt (average 1 in depth)	SY	$5.00	0.00	$ -
5	Milling of existing asphalt (average 2 in depth)	SY	$6.50	1907.00	$ 12,395.50
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$30.00	0.00	$ -
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$24.00	0.00	$ -
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$12.00	0.00	$ -
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	$10.00	0.00	$ -
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	$8.00	0.00	$ -
11	Prime Coat	SY	$4.00	0.00	$ -
12	Tack Coat	SY	$4.00	1907.00	$ 7,628.00
13	Asphalt Cut with Abrasive Blade	LF	$7.00	0.00	$ -
14	Concrete Cut with Abrasive Blade	LF	$7.00	0.00	$ -
15	Silt Fence	LF	$10.00	0.00	$ -
16	Straw Waddle	LF	$8.00	0.00	$ -
17	Manhole Adjustment	EACH	$1,000.00	0.00	$ -
18	Valve Box Adjustment	EACH	$600.00	0.00	$ -
19	Removal of Concrete over 6 inches	SY	$15.00	0.00	$ -
20	Removal of Asphalt up to 4 inches thick	SY	$10.00	0.00	$ -
21	Removal of Asphalt over 4 inches	SY	$15.00	0.00	$ -
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	$40.00	0.00	$ -
23	Clear & Grub	SY	$2.50	0.00	$ -
24	Debris Hauling	CY	$25.00	0.00	$ -
25	Tree trimming	HR	$300.00	0.00	$ -
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	$500.00	0.00	$ -
27	Guardrail (FDOT Index 400)	LF	$450.00	0.00	$ -
28	Mobilization	LUMP	$4,000.00	1.00	$ 4,000.00
29	12" inch RCP provided, delivered, and installed	LF	$92.00	0.00	$ -
30	15" inch RCP provided, delivered, and installed	LF	$92.00	0.00	$ -
31	18" inch RCP provided, delivered, and installed	LF	$101.00	0.00	$ -
32	24" inch RCP provided, delivered, and installed	LF	$125.00	0.00	$ -
33	30" inch RCP provided, delivered, and installed	LF	$157.00	0.00	$ -
34	36" inch RCP provided, delivered, and installed	LF	$240.00	0.00	$ -
35	42" inch RCP provided, delivered, and installed	LF	$285.00	0.00	$ -
36	48" inch RCP provided, delivered, and installed	LF	$350.00	0.00	$ -

*Payment shall be made on actual work performed, as measured in field.

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	$45.00	0.00	$ -
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	$55.00	0.00	$ -
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	$65.00	0.00	$ -
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	$75.00	0.00	$ -
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	$120.00	0.00	$ -
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	$140.00	0.00	$ -
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	$160.00	0.00	$ -
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	$180.00	0.00	$ -
45	Concrete Headwall or Drainage Structure	CY	$900.00	0.00	$ -
46	Mitered end section – medium 12 inches to 15 inches	EACH	$2,000.00	0.00	$ -
47	Mitered end section – large 18 inches to 24 inches	EACH	$4,500.00	0.00	$ -
48	Concrete flume (4 in thick)	SY	$200.00	0.00	$ -
49	Inlet Apron (4 in thick)	SY	$120.00	0.00	$ -
50	Raise existing inlet (assume 3 in adjustment)	EACH	$3,000.00	0.00	$ -
51	Lower existing inlet (assume 3 in adjustment)	EACH	$2,500.00	0.00	$ -
52	6 in Diameter Yard Inlet, Installed, maximum 2 in depth	EACH	$300.00	0.00	$ -
53	Excavation and Haul Off	CY	$25.00	0.00	$ -
54	Well Points	DAY	$4,500.00	0.00	$ -
55	Grout (joint)	EACH	$2,500.00	0.00	$ -
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	$20.00	0.00	$ -
57	Swale Installation (grading)	CY	$100.00	0.00	$ -
58	Concrete Collar (any size)	EACH	$3,000.00	0.00	$ -
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	$600.00	0.00	$ -
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	$700.00	0.00	$ -
61	6 inch Drain pipe	LF	$45.00	0.00	$ -
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	$5,000.00	0.00	$ -
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	$108.00	0.00	$ -
64	Concrete Sidewalk – 4 inches thick installed	SY	$72.00	0.00	$ -
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	$25.00	0.00	$ -
66	Concrete Type "D" Curb fiber reinforced	LF	$30.00	0.00	$ -
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	$35.00	0.00	$ -
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	$34.00	0.00	$ -
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	$30.00	0.00	$ -
70	ADA truncated dome mat installation	SF	$48.00	0.00	$ -
71	Traffic Control (MOT) cost	DAY	$2,000.00	2.00	$ 4,000.00
72	Bermuda Sod installed	SY	$4.50	0.00	$ -
73	St Augustine Sod installed	SY	$5.75	0.00	$ -
74	Centipede Sod installed	SY	$13.50	0.00	$ -
75	Irrigation Repair	HR	$250.00	0.00	$ -
76	Type "C" inlet installed (depth 6-10 ft)	EACH	$5,500.00	0.00	$ -
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	$6,000.00	0.00	$ -
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	$500.00	0.00	$ -
79	Speed Hump Installation (2 Lanes)	EACH	$3,000.00	0.00	$ -
80	Speed Table Installation (2 Lanes)	EACH	$4,500.00	0.00	$ -
			Total		$ 66,640.25

Additional Contract Items

Item No.	Description	Unit	Unit Price	Quantity	Extension
			Total		$ 66,640.25
	Contengent Items from Price Sheet	LS	**Total**		
			Grand Total		$ 66,640.25

CONTRACTOR REPRESENTITIVE: _____ DATE _____

*Payment shall be made on actual work performed, as measured in field.

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

CONTRACTOR: H&T Contractors, LLC. **Date:** 8/19/2025

Work Order Number: **Completion Date:**

Calendar Days:

Description of Work: Spring Lake Dr and Cul-de-Sacs, Elise and Kent Lanes

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse) w/Fiber	SY	$20.25	14524.00	$ 294,111.00
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine) w/Fiber	SY	$15.75	0.00	$ -
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine) w/Fiber	SY	$13.00	0.00	$ -
4	Milling of existing asphalt (average 1 in depth)	SY	$5.00	0.00	$ -
5	Milling of existing asphalt (average 2 in depth)	SY	$6.50	14524.00	$ 94,406.00
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$30.00	0.00	$ -
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$24.00	0.00	$ -
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	$12.00	0.00	$ -
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	$10.00	0.00	$ -
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	$8.00	0.00	$ -
11	Prime Coat	SY	$4.00	0.00	$ -
12	Tack Coat	SY	$4.00	14524.00	$ 58,096.00
13	Asphalt Cut with Abrasive Blade	LF	$7.00	0.00	$ -
14	Concrete Cut with Abrasive Blade	LF	$7.00	0.00	$ -
15	Silt Fence	LF	$10.00	0.00	$ -
16	Straw Waddle	LF	$8.00	0.00	$ -
17	Manhole Adjustment	EACH	$1,000.00	11.00	$ 11,000.00
18	Valve Box Adjustment	EACH	$600.00	1.00	$ 600.00
19	Removal of Concrete over 6 inches	SY	$15.00	0.00	$ -
20	Removal of Asphalt up to 4 inches thick	SY	$10.00	0.00	$ -
21	Removal of Asphalt over 4 inches	SY	$15.00	0.00	$ -
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	$40.00	0.00	$ -
23	Clear & Grub	SY	$2.50	0.00	$ -
24	Debris Hauling	CY	$25.00	0.00	$ -
25	Tree trimming	HR	$300.00	0.00	$ -
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	$500.00	0.00	$ -
27	Guardrail (FDOT Index 400)	LF	$450.00	0.00	$ -
28	Mobilization	LUMP	$4,000.00	1.00	$ 4,000.00
29	12" inch RCP provided, delivered, and installed	LF	$92.00	0.00	$ -
30	15" inch RCP provided, delivered, and installed	LF	$92.00	0.00	$ -
31	18" inch RCP provided, delivered, and installed	LF	$101.00	0.00	$ -
32	24" inch RCP provided, delivered, and installed	LF	$125.00	0.00	$ -
33	30" inch RCP provided, delivered, and installed	LF	$157.00	0.00	$ -
34	36" inch RCP provided, delivered, and installed	LF	$240.00	0.00	$ -
35	42" inch RCP provided, delivered, and installed	LF	$285.00	0.00	$ -
36	48" inch RCP provided, delivered, and installed	LF	$350.00	0.00	$ -

*Payment shall be made on actual work performed, as measured in field.

WORK ORDER

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT

37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	$45.00	0.00	$ -
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	$55.00	0.00	$ -
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	$65.00	0.00	$ -
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	$75.00	0.00	$ -
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	$120.00	0.00	$ -
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	$140.00	0.00	$ -
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	$160.00	0.00	$ -
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	$180.00	0.00	$ -
45	Concrete Headwall or Drainage Structure	CY	$900.00	0.00	$ -
46	Mitered end section – medium 12 inches to 15 inches	EACH	$2,000.00	0.00	$ -
47	Mitered end section – large 18 inches to 24 inches	EACH	$4,500.00	0.00	$ -
48	Concrete flume (4 in thick)	SY	$200.00	0.00	$ -
49	Inlet Apron (4 in thick)	SY	$120.00	0.00	$ -
50	Raise existing inlet (assume 3 in adjustment)	EACH	$3,000.00	0.00	$ -
51	Lower existing inlet (assume 3 in adjustment)	EACH	$2,500.00	0.00	$ -
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	$300.00	0.00	$ -
53	Excavation and Haul Off	CY	$25.00	0.00	$ -
54	Well Points	DAY	$4,500.00	0.00	$ -
55	Grout (joint)	EACH	$2,500.00	0.00	$ -
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	$20.00	0.00	$ -
57	Swale Installation (grading)	CY	$100.00	0.00	$ -
58	Concrete Collar (any size)	EACH	$3,000.00	0.00	$ -
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	$600.00	0.00	$ -
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	$700.00	0.00	$ -
61	6 inch Drain pipe	LF	$45.00	0.00	$ -
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	$5,000.00	0.00	$ -
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	$108.00	0.00	$ -
64	Concrete Sidewalk – 4 inches thick installed	SY	$72.00	0.00	$ -
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	$25.00	0.00	$ -
66	Concrete Type "D" Curb fiber reinforced	LF	$30.00	0.00	$ -
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	$35.00	0.00	$ -
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	$34.00	0.00	$ -
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	$30.00	0.00	$ -
70	ADA truncated dome mat installation	SF	$48.00	0.00	$ -
71	Traffic Control (MOT) cost	DAY	$2,000.00	6.00	$ 12,000.00
72	Bermuda Sod installed	SY	$4.50	0.00	$ -
73	St Augustine Sod installed	SY	$5.75	0.00	$ -
74	Centipede Sod installed	SY	$13.50	0.00	$ -
75	Irrigation Repair	HR	$250.00	0.00	$ -
76	Type "C" inlet installed (depth 6-10 ft)	EACH	$5,500.00	0.00	$ -
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	$6,000.00	0.00	$ -
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	$500.00	0.00	$ -
79	Speed Hump Installation (2 Lanes)	EACH	$3,000.00	0.00	$ -
80	Speed Table Installation (2 Lanes)	EACH	$4,500.00	0.00	$ -
			Total		$ 474,213.00

Additional Contract Items					
Item No.	**Description**	**Unit**	**Unit Price**	**Quantity**	**Extension**
			Total		$ 474,213.00
	Contengent Items from Price Sheet	LS	**Total**		
			Grand Total		$ 474,213.00

CONTRACTOR REPRESENTITIVE: _____ DATE _____

*Payment shall be made on actual work performed, as measured in field.

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRA CT

On March 6, 2023 THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the **City,** accepted the bid of H&T Contractors, LLC., herein referred to as the **Contractor**, to supply miscellaneous asphaltic concrete services for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT:

1. Entire Contract:
This Contract represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations or contracts, either written or oral. Provisions of this Contract may be amended only by written instrument approved by the Destin City Council and signed by the City Manager and Contractor.

2. Intent of Contract:
This Contract is for supplying the City with all applicable concrete work for City properties. The Scope of Work, herein referred to as the **Work,** encompasses the foregoing and all descriptive work components described within Exhibit "A"

3. Term of Contract and Tim Extensions:
This contract will be in effect from March 7, 2023 through December 31, 2023 and is for supplying the City with miscellaneous asphaltic concrete services.

4. Time for Performance:
The Contractor agrees to provide asphaltic concrete services for the satisfactory approval and acceptance by the City.

5. Compensation:
All payments upon contract are contingent upon the Contractor's Work being acceptable to the City. For satisfactory completion and acceptance of the Work, the City agrees to pay the Contractor in accordance with the terms of this Contract and the Contractor's Cost Schedule as identified in the Bid Form submitted by the Contractor, as may have been adjusted at the time of contract approval and incorporated herein.

6. Changes in the Work:
The City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after having been notified of a change, the Contractor shall submit an itemized estimate of any costs and/or time increases or savings it foresees as a result of the change. No additions or changes to the Work shall be made except upon written order of the City and the City shall not be liable to Contractor for any increased compensation without such written order.

7. Insurance:
Contractor shall, during the performance of the contract, maintain Worker's Compensation Insurance

sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor, Comprehensive General Liability Insurance. Auto Liability Insurance, Builder's Risk Insurance, all with companies and in the form and amounts acceptable to the City. Said certificates of insurance of contractor are attached hereto and made a part hereof by reference. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors.

Evidence of Insurance: Contractor shall provide the City Certificates of Insurance naming the City as an additional insured. All binders, policies, or certificates of insurance shall provide for at least ten days notice from insurers to the City of any cancellation or amendment to any of the insurance policies.

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out ot: because of: or due to any accidents arising in any manner on account of the exercise or attempted exercise of Contractor's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the City.

Contractor shall indemnify, defend, save and hold the City, its agents, officers and employees, harmless of and from and against any and all liens, claims, damages, demands, suits and liabilities, attorney's fees and costs, including appellate attorney's fees and costs, of and for mechanics and materialmen furnishing labor and materials in the performance of this contract.

9. Licensing:

The Contractor shall obtain all permits and maintain at his expense all professional and business certificates and licenses required by law and as necessary to perform services under this Contract. If Contractor performs any Work without obtaining, or contrary to, permits and licenses, Contractor shall bear all costs arising therefrom. The City may waive fees for City controlled permits, but in no instance can the City waive permit requirements nor fees beyond their control.

10. Cancellation:

This contract may be canceled by either party with a thirty-day written notice and is contingent upon the annual appropriation by the City of legally available funds. City's obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the City Council of legally available funds for the purposes set forth in this contract.

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a work order by the City's Public Services Director or designee. The Public Services Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager

will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

In the event the City Manager decides to terminate this Contract for the Contractor's failure to perform satisfactorily or meet its other responsibilities under the Contract, the City Manager will give the Contractor five (5) days' notice, whereupon the Contract will terminate, unless during the notice period the Contractor cures the failure to perform or meets its other responsibilities under the Contract to the satisfaction of the City Manager.

Upon Contract termination for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the City Manager or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Contractor in the event the City Manager terminates the Contract.

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims. *In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.*

13. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in their discretion, determines that such termination is in the City's best interest. Any such termination shall be affected by the City Manager giving at least five (5) days' notice to the Contractor, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

As to termination for convenience, after receipt of the date of termination, the Contractor shall stop all work as specified in the notice: place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated: immediately transfer all documentation and paperwork for terminated work to the City; and terminate all contractors and subcontracts and settle all outstanding liabilities and claims.

14. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of

the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County Florida and nowhere else.

15.2 Severability

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

15.3 Sovereign Immunity

The parties further agree, nothing contained herein js intended nor shall be construed to waiver the City of Destin's rights and immunities under the Florida constitution, common law or Florida Statutes 768.28, as amended from time to time.

15.4 Construction

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

15.5 **Jury Trial Waiver**

CONTRACTOR AND CITY AGREE TO WAIVE THE RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF TIDS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

15.6 Attorney's Fees

In any dispute relating to this contract each party shall be responsible for their respective attorney's fees and costs.

15.7 Notices

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

15.8 Public Records

Contractor shall comply with Florida Public Records Laws, specifically to:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
b) Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

As to the City:
Lance A. Johnson, City Manager
4200 Indian Bayou Trail
Destin, FL 32541

As to the Contractor:
H&T Contractors, LLC
376 Ben King Road
Freeport, FL 32459

IN WITNESS THEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this 07TH day of MARCH, 2023.

ATTEST:

Rey Bailey, City Clerk

CITY OF DESTIN

Lance A. Johnson, City Manager

SEAL

H&T CONTRACTORS, LLC
CONTRACTOR:

By: _____
(Signature)

Witness

Heather Bailey
(Printed Name)

Witness

Its: MGR/M
(Title)

EXHIBIT A – BID FORM

PART I *Bid submitted by:*

Company: H & T Contractors, LLC

Address: PO Box 9

City & State: Freeport, FL Zip Code: 32439

Telephone: (850) 835-0231 Fax: (850) 835-5123

Number of Years in Business: 14 Email: Misty@h-tcontractors.com

PART II *Bidding RFB No. 22-10-PW, Miscellaneous Concrete Continuing Services:*

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Uniform Traffic Control Devices and the Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka Florida Green Book), current edition. All construction, methods of measurement, and basis of payment shall be in accordance with Division II and III of the Florida Department of Transportation Standards Specifications for Road and Bridge Construction (current edition), copies of which are available from the Florida Department of Transportation. Contractor must be FDOT Maintenance of Traffic (MOT) certified and use those traffic controls identified in FDOT Standard Plans (102-600 series). Contractor will perform sidewalk work consistent with the FDOT's Local Agency Program (LAP) concrete specifications for formwork, joint placement/depth/material, and concrete finishing and will comply with the FDOT's Standard Plans for Curbing (520-001) and Sidewalk (522-001).

Table 1. SERVICE DESCRIPTION AND SPECIFICATIONS

#	Description	Unit	Unit Price
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse) with fiber	SY	20.25
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine) with fiber	SY	15.75
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine) with fiber	SY	13.00
4	Milling of existing asphalt (average 1" depth)	SY	5.00
5	Milling of existing asphalt (average 2" depth)	SY	6.50
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	30.00

Initials of Bidder: HB

7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	24.00
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	12.00
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	10.00
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	8.00
11	Prime Coat	SY	4.00
12	Tack Coat	SY	4.00
13	Asphalt Cut with Abrasive Blade	LF	7.00
14	Concrete Cut with Abrasive Blade	LF	7.00
15	Silt Fence	LF	10.00
16	Straw Waddle	LF	8.00
17	Manhole Adjustment	EACH	1,000.00
18	Valve Box Adjustment	EACH	600.00
19	Removal of Concrete over 6"	SY	15.00
20	Removal of Asphalt up to 4" thick	SY	10.00
21	Removal of Asphalt over 4" thick	SY	15.00
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	40.00
23	Clear & Grub	SY	2.50
24	Debris Hauling	CY	25.00
25	Tree trimming	HR	300.00
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	500.00
27	Guardrail (FDOT Index 400)	LF	450.00
28	Mobilization	LUMP	4,000.00
29	12" inch RCP provided, delivered, and installed	LF	92.00
30	15" inch RCP provided, delivered, and installed	LF	92.00
31	18" inch RCP provided, delivered, and installed	LF	101.00
32	24" inch RCP provided, delivered, and installed	LF	125.00
33	30" inch RCP provided, delivered, and installed	LF	157.00
34	36" inch RCP provided, delivered, and installed	LF	240.00
35	42" inch RCP provided, delivered, and installed	LF	285.00
36	48" inch RCP provided, delivered, and installed	LF	350.00
37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	45.00
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	55.00
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	65.00

40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	75.00
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	120.00
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	140.00
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	160.00
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	180.00
45	Concrete Headwall or Drainage Structure	CY	900.00
46	Mitered end section – medium, 12" to 15"	EACH	2,000.00
47	Mitered end section – large, 18" to 24"	EACH	4,500.00
48	Concrete flume (4" thick)	SY	200.00
49	Inlet Apron (4" thick)	SY	120.00
50	Raise existing inlet (assume 3" adjustment)	EACH	3,000.00
51	Lower existing inlet (assume 3" adjustment)	EACH	2,500.00
52	6" Diameter Yard Inlet, installed, maximum 2" depth	EACH	3,000.00
53	Excavation and Haul Off	CY	25.00
54	Well Points	DAY	4,500.00
55	Grout (joint)	EACH	2,500.00
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" thick)	SY	20.00
57	Swale Installation (grading)	CY	100.00
58	Concrete Collar (any size)	EACH	3,000.00
59	Rip Rap Rubble (up to 12" stone, 18" thick), provided, delivered, and installed	SY	600.00
60	Rip Rap Rubble (up to 24" stone, 36" thick), provided, delivered, and installed	SY	700.00
61	6" Drainpipe, provided, delivered, and installed	LF	45.00
62	Type "C" inlet installed (maximum depth 6')	EACH	5,000.00
63	*Concrete Driveway 6" thick	SY	108.00
64	*Concrete Sidewalk 4" thick	SY	72.00
65	*Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	25.00
66	*Concrete Type "D" Curb	LF	30.00
67	*Concrete Type "E" Curb & Gutter	LF	35.00
68	*Concrete Type "F" Curb & Gutter	LF	34.00
69	*Concrete Modified (18") Type "F" Curb & Gutter	LF	30.00
70	American Disabilities Act (ADA) truncated dome mat installation, cast-in-place type	SF	48.00
71	Traffic Control (MOT) cost	DAY	2,000.00
72	Bermuda Sod installed	SY	4.50
73	St Augustine Sod installed	SY	5.75

74	Centipede Sod installed	SY	13.50
75	Irrigation Repair – labor only	HR	250.00
76	Type "C" inlet installed (depth 6-10')	EACH	5,500.00
77	Type "C" inlet installed (depth 10 -14')	EACH	6,000.00
78	Junction Box installed (maximum depth 6')	EACH	5,000.00
79	Speed Hump Installation (2 lanes)	EACH	3,000.00
80	Speed Table Installation (2 lanes)	EACH	4,500.00

To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

***Shall be fiber-reinforced 4000psi.**

Materials and Supplies will be billed at the contractor's wholesale price or contractor's wholesale price plus 25 %. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request.

SAFETY NOTE

All work associated with this bid must be conducted with safety in mind. It is expected that the contractor will provide all necessary personal protective equipment that will be utilized by their staff while performing work for the City of Destin. In addition, the contractor will ensure that all FDOT, OSHA and other applicable State and Federal workplace safety guidelines are adhered to while working on behalf of the City of Destin.

The contractor will ensure that work vehicles, equipment and trailers are properly outfitted with proper, adequate, and working signage, lightbars, arrow boards, etc.

Part III Certifications

In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I (we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles,

and it is in all respects fair and without collusion and fraud.

Signature and Certification:

Name and Title of Authorized Representative: Heather Bailey, MBMR

Signature: Heather Bailey

Date of Bid: 02/16/2023

Note: See RFB Section III, Bid Requirements, and attached all required information to Bid Form.

The City of Destin reserves the right to reject any and all Bids or portions thereof, to waive minor defects in the process and to accept the Bid or any combination of Bid Items or to take any other actions deemed by the City to be in the City's best interest. The City also reserves the right to assign additional work to the successful bidder based on their Bid proposal or negotiation as may be necessary to meet grant funding or completion requirements.

END OF BID FORM

EXHIBIT A – BID FORM

PART I *Bid submitted by:*

Company: H & T Contractors, LLC

Address: PO Box 9

City & State: Freeport, FL Zip Code: 32439

Telephone: (850) 835-0231 Fax: (850) 835-5123

Number of Years in Business: 14 Email: Misty@h-tcontractors.com

PART II *Bidding RFB No. 22-10-PW, Miscellaneous Concrete Continuing Services:*

Contractor shall provide proper signs and traffic control measures as per Florida Department of Transportation's Manual on Uniform Traffic Control Devices and the Florida Department of Transportation's Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (aka Florida Green Book), current edition. All construction, methods of measurement, and basis of payment shall be in accordance with Division II and III of the Florida Department of Transportation Standards Specifications for Road and Bridge Construction (current edition), copies of which are available from the Florida Department of Transportation. Contractor must be FDOT Maintenance of Traffic (MOT) certified and use those traffic controls identified in FDOT Standard Plans (102-600 series). Contractor will perform sidewalk work consistent with the FDOT's Local Agency Program (LAP) concrete specifications for formwork, joint placement/depth/material, and concrete finishing and will comply with the FDOT's Standard Plans for Curbing (520-001) and Sidewalk (522-001).

Table 1. SERVICE DESCRIPTION AND SPECIFICATIONS

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3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine) with fiber	SY	13.00
4	Milling of existing asphalt (average 1" depth)	SY	5.00
5	Milling of existing asphalt (average 2" depth)	SY	6.50
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	30.00

Initials of Bidder: HB

7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	24.00
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	12.00
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	10.00
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	8.00
11	Prime Coat	SY	4.00
12	Tack Coat	SY	4.00
13	Asphalt Cut with Abrasive Blade	LF	7.00
14	Concrete Cut with Abrasive Blade	LF	7.00
15	Silt Fence	LF	10.00
16	Straw Waddle	LF	8.00
17	Manhole Adjustment	EACH	1,000.00
18	Valve Box Adjustment	EACH	600.00
19	Removal of Concrete over 6"	SY	15.00
20	Removal of Asphalt up to 4" thick	SY	10.00
21	Removal of Asphalt over 4" thick	SY	15.00
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	40.00
23	Clear & Grub	SY	2.50
24	Debris Hauling	CY	25.00
25	Tree trimming	HR	300.00
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	500.00
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31	18" inch RCP provided, delivered, and installed	LF	101.00
32	24" inch RCP provided, delivered, and installed	LF	125.00
33	30" inch RCP provided, delivered, and installed	LF	157.00
34	36" inch RCP provided, delivered, and installed	LF	240.00
35	42" inch RCP provided, delivered, and installed	LF	285.00
36	48" inch RCP provided, delivered, and installed	LF	350.00
37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	45.00
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	55.00
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	65.00

40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	75.00
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	120.00
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	140.00
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	160.00
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	180.00
45	Concrete Headwall or Drainage Structure	CY	900.00
46	Mitered end section – medium, 12" to 15"	EACH	2,000.00
47	Mitered end section – large, 18" to 24"	EACH	4,500.00
48	Concrete flume (4" thick)	SY	200.00
49	Inlet Apron (4" thick)	SY	120.00
50	Raise existing inlet (assume 3" adjustment)	EACH	3,000.00
51	Lower existing inlet (assume 3" adjustment)	EACH	2,500.00
52	6" Diameter Yard Inlet, installed, maximum 2" depth	EACH	3,000.00
53	Excavation and Haul Off	CY	25.00
54	Well Points	DAY	4,500.00
55	Grout (joint)	EACH	2,500.00
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" thick)	SY	20.00
57	Swale Installation (grading)	CY	100.00
58	Concrete Collar (any size)	EACH	3,000.00
59	Rip Rap Rubble (up to 12" stone, 18" thick), provided, delivered, and installed	SY	600.00
60	Rip Rap Rubble (up to 24" stone, 36" thick), provided, delivered, and installed	SY	700.00
61	6" Drainpipe, provided, delivered, and installed	LF	45.00
62	Type "C" inlet installed (maximum depth 6')	EACH	5,000.00
63	*Concrete Driveway 6" thick	SY	108.00
64	*Concrete Sidewalk 4" thick	SY	72.00
65	*Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	25.00
66	*Concrete Type "D" Curb	LF	30.00
67	*Concrete Type "E" Curb & Gutter	LF	35.00
68	*Concrete Type "F" Curb & Gutter	LF	34.00
69	*Concrete Modified (18") Type "F" Curb & Gutter	LF	30.00
70	American Disabilities Act (ADA) truncated dome mat installation, cast-in-place type	SF	48.00
71	Traffic Control (MOT) cost	DAY	2,000.00
72	Bermuda Sod installed	SY	4.50
73	St Augustine Sod installed	SY	5.75

74	Centipede Sod installed	SY	13.50
75	Irrigation Repair – labor only	HR	250.00
76	Type "C" inlet installed (depth 6-10')	EACH	5,500.00
77	Type "C" inlet installed (depth 10 -14')	EACH	6,000.00
78	Junction Box installed (maximum depth 6')	EACH	5,000.00
79	Speed Hump Installation (2 lanes)	EACH	3,000.00
80	Speed Table Installation (2 lanes)	EACH	4,500.00

To ensure responsiveness, you must submit this form and the mandatory information listed in Sections III and IV.

***Shall be fiber-reinforced 4000psi.**

Materials and Supplies will be billed at the contractor's wholesale price or contractor's wholesale price plus 25 %. Preference may be given to contractors providing materials at cost. The contractor shall supply materials invoices upon request.

SAFETY NOTE

All work associated with this bid must be conducted with safety in mind. It is expected that the contractor will provide all necessary personal protective equipment that will be utilized by their staff while performing work for the City of Destin. In addition, the contractor will ensure that all FDOT, OSHA and other applicable State and Federal workplace safety guidelines are adhered to while working on behalf of the City of Destin.

The contractor will ensure that work vehicles, equipment and trailers are properly outfitted with proper, adequate, and working signage, lightbars, arrow boards, etc.

Part III Certifications

In accordance with your request for Bids, instructions and specifications, attached hereto, and subject to all conditions thereof, I (we), the undersigned, hereby propose and agree if this Bid is accepted, to contract with the City of Destin, Florida to construct any items or furnish any service requested herein and deliver same without additional cost to the City of Destin at the specified location for the quotations listed above.

The undersigned further declares that he/she has carefully examined the specifications referenced on this Bid Form and is thoroughly familiar with them and their provision(s). He further declares that no other person than the Bidder herein named has any interest in this Bid or in the contract to be executed, and that it is made without any connection with any other person(s) making Bid for the same articles,

CONTRACT EXTENSION AGREEMENT

This Contract Extension Agreement ("Extension") dated the 1st day of January, 2026, is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and H&T Contractors LLC. The purpose of this agreement is to extend for one year that certain contract for services dated March 6, 2023 between the City of Destin and H&T Contractors LLC ("Contract") to provide miscellaneous asphaltic concrete services for the City. This Extension will begin on January 1, 2026 and will extend through December 31, 2026.

This is the **3rd of 4** possible extensions.

The following provision amends the contract of the parties and is binding upon them.

Anti-Human Trafficking Affidavit:

ALL NONGOVERNMENTAL ENTITIES THAT ARE OR POTENTIALLY WILL BE CONTRACTING, RENEWING OR EXTENDING CONTRACTS WITH THE CITY OF DESTIN MUST HAVE AN OFFICER OR REPRESENTATIVE FULLY EXECUTE THE ATTACHED AFFIDAVIT.

It is expressly agreed by the parties that this Extension is made a part of the Contract as though expressly rewritten, incorporated, and included herein. To the extent of any conflict between this Extension and the Contract, this extension prevails, but all other terms and conditions of the Contract remain in full force and effect.

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice, without penalty.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year first above written.

Witnesses:

(Signature)

(Signature)

City of Destin

By: _____
Larry Jones
City Manager

ATTEST: _____
Rey Bailey
City Clerk

Witnesses:

Misty Shaw
(Signature)

D. Torchand
(Signature)

H&T Contractors LLC

By: Heather Bailey
(Signature)

Heather Bailey, MGRM
(Name &Title)

ATTEST:
(Signature)

John B. Irvin, IV - CFO
(Name &Title)

CITY OF DESTIN, FLORIDA

CONTRACT

MISCELLANEOUS PAVEMENT MARKING AND ROAD STRIPING SERVICES

On January 20, 2026, the City Council of THE CITY OF DESTIN, FLORIDA, herein referred to as the City, accepted the bid of McSHEA CONTRACTING, LLC dba EMERALD COAST STRIPING, LLC herein referred to as the Contractor, to supply miscellaneous pavement marking and road striping services on City streets and within City-owned properties. The Contractor's Cost Schedule for the terms of their engagement is included in its entirety by reference at Exhibit "A" as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR THE FIRE EQUIPMENT, ALARM *MONITORING AND LIFE SAFETY SERVICES CONTRACT:*

1. Entire Contract:
This Contract (the "Contract") represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. Provisions of this Contract may be amended only by a written instrument approved by the Destin City Council and signed by the City Manager and Contractor.

2. Intent of Contract:
This Contract is for supplying the City with miscellaneous pavement marking and road striping services on City streets and within City-owned properties. Unit prices for these services are provided in Exhibit "A" of the RFB responses.

3. Term of Contract and Time Extensions:
This Contract will be in effect from **January 20, 2026,** through **December 31, 2028,** and is for supplying the City with fire equipment, alarm monitoring and life safety services.

4. Time for Performance:
The Contractor agrees to provide miscellaneous pavement marking and road striping services on City streets and within City-owned properties to the satisfactory approval and acceptance by the City.

5. Compensation:
All payments upon Contract are contingent upon the Contractor's Work being acceptable to the City. For satisfactory completion and acceptance of the Work, the City agrees to pay the Contractor in accordance with the terms of this Contract and the unit prices as identified in Exhibit "A" submitted by the Contractor.

a. Requests for Compensation (Invoices) shall be accompanied by the following:
    1. A description of the Work performed and a copy of email (or similar) that initiated said Work was completed per the terms of this agreement;
    2. An itemized list of goods or services to include materials, flat fees, billable man-hours with rates, and any other payable items identified in Exhibit "A"; and
    3. Dates when these services were performed and the names of Contractor's staff who performed billable Work.

6. Changes in the Work:

The City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after having been notified of a change, the Contractor shall submit an itemized estimate of any costs and/or time increases or savings it foresees as a result of the change. No additions or changes to the Work shall be made except upon written order of the City and the City shall not be liable to Contractor for any increased compensation without such written order.

7. Insurance:

Contractor shall, during the performance of the Contract, maintain Worker's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor, Comprehensive General Liability Insurance, Auto Liability Insurance, Builder's Risk Insurance, all with companies and in the form and amounts acceptable to the City. Said certificates of insurance of contractor are attached hereto and made a part hereof by reference. If any part of the work is sublet, similar insurance shall be provided by and on behalf of any subcontractors.

Evidence of Insurance: Contractor shall provide the City Certificates of Insurance naming the City as an additional insured. All binders, policies, or certificates of insurance shall provide for at least ten days notice from insurers to the City of any cancellation or amendment to any of the insurance policies.

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out of, because of, or due to any accidents arising in any manner on account of the exercise or attempted exercise of Contractor's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the City.

Contractor shall indemnify, defend, save and hold the City, its agents, officers and employees, harmless of and from and against any and all liens, claims, damages, demands, suits and liabilities, attorney's fees and costs, including appellate attorney's fees and costs, of and for mechanics and materialmen furnishing labor and materials in the performance of this contract.

9. Licensing:

The Contractor shall obtain all permits and maintain at his expense all professional and business certificates and licenses required by law and as necessary to perform services under this Contract. If Contractor performs any Work without obtaining, or contrary to, permits and licenses, Contractor shall bear all costs arising therefrom. The City may waive fees for City controlled permits, but in no instance can the City waive permit requirements nor fees beyond their control.

10. Cancellation:

This Contract is contingent upon the annual appropriation by the City of legally available funds. City's obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the City Council of legally available funds for the purposes set forth in this contract.

11. Termination for Default:

The Contract will remain in force for the full period specified and until the City Manager or his designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his designee has accepted the work under the Contract Documents following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager will have

the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the Work required or comply with the other requirements of the Contract.

In the event the City Manager decides to terminate this Contract for the Contractor's failure to perform satisfactorily or meet its other responsibilities under the Contract, the City Manager will give the Contractor five (5) days' notice, whereupon the Contract will terminate, unless during the notice period the Contractor cures the failure to perform or meets its other responsibilities under the Contract to the satisfaction of the City Manager.

Upon Contract termination for the Contractor's failure to provide satisfactory Contract performance, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the City Manager or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Contractor in the event the City Manager terminates the Contract.

Except as otherwise directed by the City Manager, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the City Manager), the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractor and subcontracts and settle all outstanding liabilities and claims.
In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

12. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in their discretion, determines that such termination is in the City's best interest. Any such termination shall be effected by the City Manager giving at least five (5) days' notice to the Contractor, specifying the extent to which performance of the Work under this Contract is terminated and the date upon which such termination becomes effective.

As to termination for convenience, after receipt of the date of termination, the Contractor shall stop all work as specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated; immediately transfer all documentation and paperwork for terminated work to the City; and terminate all contractors and subcontracts and settle all outstanding liabilities and claims.

13. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

14. Miscellaneous:

14.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the

State of Florida. Venue for any action arising out of this Contract shall be in the state courts of Okaloosa County Florida and no-where else.

14.2 Severability

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

14.3 Sovereign Immunity

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

14.4 Construction

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

14.5 Jury Trial Waiver

CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.

14.6 Anti-Human Trafficking Certification

The Contractor will complete and sign the attached "Anti-Human Trafficking Affidavit" as required of 787.06(13), Florida Statutes as required. This Anti-Human Trafficking Certification is attached hereto as Exhibit "C."

14.7 Attorney's Fees

In any dispute relating to this contract each party shall be responsible for their respective attorney's fees and costs.

14.8 Notices

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

As to the City: As to the Contractor:

14.9 Public Records

Contractor shall comply with Florida Public Records Laws, specifically to:

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

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

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

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

14.10 As a condition precedent to entering into this AGREEMENT, and in compliance with Section 448.095, Fla. Stat., CONTRACTOR and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a) CONTRACTOR shall require each of its subcontractors to provide CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this AGREEMENT.

b) The CITY, CONTRACTOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c) The CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR and CONTRACTOR shall immediately terminate the contract with the subcontractor.

d) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon termination of this AGREEMENT by the CITY for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that Contractor is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.

e) *Subcontracts.* CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 20th day of January, 2026.

ATTEST:

Rey Bailey
City Clerk

CITY OF DESTIN

By: _____
Larry Jones
City Manager

SEAL

As to Legal Form:

Kimberly Kopp
City Attorney

McShea Contracting, LLC dba
Emerald Coast Striping
CONTRACTOR:

By: _____
(Signature)

Aric Bailey
(Printed Name)

Its: Vice President
(Title)

Witness

Witness

ITEM # 2026-612

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.I.

TO: City Council

THRU: Larry Jones , City Manager
Krystal Strickland, Finance Director
Jeffrey Cozadd, Projects, Grants and Contracts Manager

FROM: Michael Burgess, Public Works Director

DATE: 05/13/2026

SUBJECT: Crosstown Connector Fencing/Barrier options

I. BACKGROUND: The Crosstown Connector (CTC) Phase 2 project (RFB 25-17-CM) includes roadway, curb, sidewalk, drainage, lighting, signing, landscaping, and irrigation improvements.

Along the corridor limits, several existing privacy fences are located adjacent to the new roadway. These fences (see attached photos) are:

- In varying states of repair
- Constructed of different materials (vinyl, wood panel, shadowbox)
- Different colors and construction styles
- Visually inconsistent

As the Crosstown Connector becomes operational, these fence conditions will remain highly visible from the public right-of-way and may detract from the overall appearance and finished quality of the project.

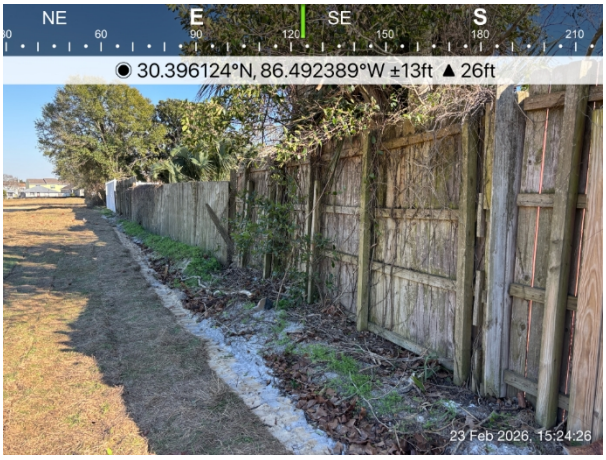
Staff is requesting Council direction on installation of approximately 2,500 linear feet of uniform 10-foot-tall vinyl (or similar composite) privacy fencing to “bookend” and unify the corridor. See the attachment depicting the placement of proposed fencing in green.

ITEM # 2026-612

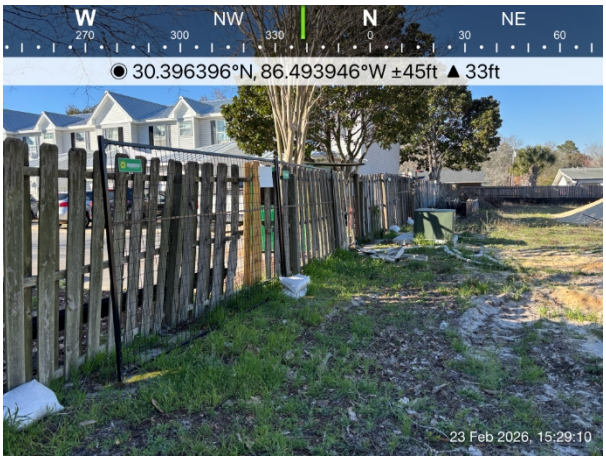




















II. <u>DISCUSSION</u>: Doug Pritchard with Halff Engineering will share fencing/barrier options for the Council to consider.

The proposed scope of a potential change order (or bid document) would include:

- Installation of approximately 2,500 LF of 10ft. vinyl privacy fence
- Neutral color selected by Council
- Wind-rated, reinforced posts appropriate for coastal conditions
- Coordination with existing project limits

A. Aesthetic Continuity
The Crosstown Connector represents a significant capital investment. A consistent privacy fence would:

- Provide a finished and cohesive corridor appearance
- Complement new roadway, landscaping, and lighting
- Eliminate mismatched and deteriorated fence sections

B. Durability and Maintenance
Compared to wood fencing, vinyl/composite fencing:

- Resists rot, warping, and discoloration
- Requires minimal maintenance
- Provides longer service life
- Performs better in humid and coastal environments

C. Residential Buffering
A 10-foot privacy fence enhances:

- Visual screening from roadway activity
- Headlight buffering
- Noise and light mitigation (limited but beneficial to adjacent residential properties)

D. Residential Buffering
A Pre-Cast Noise Wall enhances:

- Visual screening from roadway activity
- Enhanced sound reduction
- Headlight buffering
- Light mitigation (limited but beneficial to adjacent residential properties)

E. Other Enhancements

A guardrail system or concrete barrier may be placed at the back of the city property either a) behind the proposed fence b) in front of the proposed fence. In either case, the system should be placed as far from the roadway as possible.

Costs associated with guardrail are approx. $35 per foot. Plus, the cost of end treatments are approx. $6000 per each side. Also, a mow pad is usually associated with guardrail; this cost is approx. $100 per square yard. A 400-foot guardrail section with concrete underneath it would be approx. $42,500.

The concrete barrier costs are approx. $700 per foot. Therefore, the cost for a 400 foot barrier rail would be approx. $280,000.

The Engineer of Record provided this statement regarding the design of the roadway:
The Cross Town Connector roadway was designed in accordance with Florida Department of Transportation (FDOT) standards, specifically the FDOT Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways (also known as the Florida Greenbook).
The design speed is 35 mph with a posted speed of 30 mph. Several geometric features were intentionally incorporated to discourage excessive speeds. The curvilinear horizontal alignment provides natural traffic calming for both eastbound and westbound traffic, while the proposed roundabout further reduces approach and circulating speeds on the westbound leg.

All roadway cross-section elements, including curb, pavement, and clear zone widths, were designed in accordance with FDOT standards. A "clear zone" is the unobstructed, traversable roadside area beyond the traveled way that allows a driver to safely stop or regain control of a vehicle that has left the roadway. The Florida Greenbook specifies a minimum clear zone width of 10 feet for a 35 mph design speed. The proposed roadway exceeds this requirement by providing a minimum offset of 15 feet 7 inches and an average offset of 50 feet or more from the edge of pavement to the limits of City property. In the ultimate condition, this offset area provides graded and landscaped sections that provide additional recovery space beyond the minimum criteria.

A fence for safety or hazard protection by any public entity may not be subject to height limitations. Approval to exceed maximum height standards may be given by the city manager, or designee, upon receipt of satisfactory evidence of the need to exceed height standards.

A. Link to Strategic Goals / Objectives: I. Financially Sound City providing Service Excellence
IV. Effective, Efficient, and Aesthetically Pleasing Infrastructure
B. Effect on Budget (EOB): The cost of this project is approximately $250,000 based on fencing material type, site grading, etc.

Transportation Impact fees were budgeted for FY 2026 to complete the Crosstown Connector Roadway, that are available to cover this added expense.
311.5410.565000 Proj 100018

Procurement Options
Option A – Change Order to Existing Contractor
Advantages:

Contractor already mobilized

- Seamless coordination with active construction
- Avoids additional mobilization costs
- Faster completion timeline

Option B – Separate Competitive Bid
Advantages:

- Standalone competitive pricing
- Potentially broader vendor pool

Disadvantages:

- Additional mobilization and administrative costs
- Delayed installation
- Separate construction schedule

C. Level of Service (LOS): Approval of this item would:

- Improve corridor appearance and project finish quality
- Provide consistent residential buffering
- Reduce future maintenance concerns
- Enhance public perception of infrastructure investment

Failure to act will result in continued visual inconsistency and potential future maintenance and aesthetic complaints.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: The Crosstown Connector is a long-term transportation investment for the City. Installation of vinyl privacy fencing along the corridor would enhance aesthetics and improve residential buffering.

The sound barrier option would provide an additional level of buffering to help mitigate corridor-related noise impacts.

Additional enhancements, including guardrails or concrete barriers, would further enhance the protection of private property along the corridor.

IV. RECOMMENDED MOTION: Direct staff to return at a future meeting with recommendations regarding fence options, sound barriers, additional enhancements, or any combination thereof.

Attachments:

1. Halff CEI Phase 2 Boundary Evaluation Report 4-29-2026
2. CTC Fencing Project Area 022426

Contract: 25-17-CM

Destin Crosstown Connector Phase 2

Landscape/Noise Abatement
Halff CEI Opinion Report

Prepared for The City of Destin
Jeff Cozadd, Robert Tomasek, PE, Michael Burgess

Background Summary:

By invitation, Halff CEI presented a report to The City of Destin (City) Council at the March 30, 2026, Council Meeting. The report summarized key aspects of the completed Phase I work and set the stage for anticipated work in Phase 2.

During the public comments portion of the meeting, citizen comments expressed concern about traffic noise related to the new roadway section between Beach Drive and Benning Drive (subject section).

Also, during this meeting, City staff presented a proposal to add the installation of new vinyl fencing along the outside property boundary of the subject section to the Phase 2 contract. The Council did not endorse the acceptance of new fence installation as presented. Discussions related to noise walls, fences, and landscaping took place with no final resolution, rather, the City requested Halff evaluate options and present them to staff for consideration.

Within this report, photos of existing fencing and renderings of mature growth landscaping on backdrops of existing fencing and new white vinyl fencing are provided for visual analysis. Phase 2 Landscaping Plans are included to detail the planned plants and trees.

Evaluation Criteria:

In evaluating options for City consideration, Halff included the following elements:

1. Recognition of proposed new landscaping included in the original Phase 2 plans.
2. Visual condition of privately owned fences along the north, south, and west property boundaries of the proposed roadway's subject section.
3. Aesthetic value and noise abatement potential of project features.
4. Long/short term maintenance, lighting impacts, and boundary access.
5. Cost feasibility/impacts to address both landscaping and noise mitigation options.

Contemplations and Conclusions:

It is valuable to recognize the following conclusions are derived from a level of subjectivity that may vary amongst those reviewing this report. Halff has engaged multiple staff members to provide a diverse set of perspectives where necessary.

1. **The Phase 2 plans include a significantly diverse landscaping plan** focused on use of native, weather-hardy plants specific to the project's USDA plant zones, 8 and 9. As shown in Attachment A, low to mid growth shrubs intermingled with tall growth trees are populated on relatively tight spacing along the subject section boundaries. These include Sabal Palm, Pink Muhly Grass, Sweet Viburnum, Little Gem Magnolia, Southern Red Cedar, Long Leaf Pine, and Saw Palmetto (the taller growth trees populate the northern boundary line only).

   Other mid to large growth vegetation is planned inset from the outer boundaries to produce an offsetting or overlapping effect when viewed from the roadway. The typical trees in these inset areas include Southern Live Oak, Red Maple, Shumard Oak, Rhododendron, and other various shrubs.

   Low growth shrubbery is planned in the divided median of the subject roadway section as well.

   In totality, the planned landscaping within the subject section provides exceptional aesthetically pleasing potential and some nominal level of natural sound abatement. This conclusion is conditional based on adequate growth support efforts for establishment and long-term maintenance effort (irrigation, fertilizer, pruning, etc.).

2. **Existing fences along the project boundaries are privately owned and span the conditions of dilapidated/poor/potentially dangerous to new/clean.** Fence varieties include untreated wood, pallet scraps, new wood, chain link, and vinyl with a multitude of colors. Fence heights vary from approximately 4' to 10'. Attachment B includes site photos of various fence sections to provide visual references.



   Areas of fence that are broken/missing may represent a potential hazard to recreational users as well as a security concern for direct access to the roadway right-of-way from private property and vice versa. Several sections of exiting fence are supported by lumber anchored on the project's right-of-way. Construction in these areas will likely remove these supports resulting in the fences falling onto the right-of-way. These known obstructions within the construction and landscaping limits may open the City to code enforcement actions or liability for replacement.

Broken and open fence sections also provide opportunity for strobe-light like effects from passing vehicles as well as the introduction of intrusive light onto private property from new roadway lighting.

3. With the inclusion of significant landscaping there is a high potential for increased aesthetic value of the roadway and walking pathways throughout the project. Placement of new landscaping in front of existing fences in poor condition lowers the beautification outcome. *Damaged, missing, and irregularly spaced fence pieces can leave openings that allow unrestricted passage of sound waves.* In its current condition, the existing fencing likely provides minimal and sporadic sound abatement potential. Attachment C provides a rendering of proposed landscaping at mature growth superimposed against existing fence conditions.

   In the Halff team's opinion, the wide dispersion of material types, colors and structural conditions of existing fences serve as an aesthetically poor backdrop for the investment in new landscaping. Provided for comparison, Appendix C also shows new landscaping at mature growth against new 10' white fencing. It is the team's opinion that a 10' tall, solid material fence provides the greatest opportunity for absorbing or redirecting noise with increased aesthetic potential. Balancing the cost, maintenance, and durability of wood fencing versus vinyl fencing favors vinyl fencing.

   To provide comprehensive evaluation, the CEI team considered standard pre-cast noise walls for aesthetic value as well as noise abatement. Considering the City Council's stated desire to avoid pre-cast noise walls, effort was reduced in evaluating this option. From an aesthetic perspective, noise walls can be considered highly subjective. Pre-formed panels that include animals, plants, shapes, and other patterns may provide an interesting visual, however these pre-cast sections can be considered large, intrusive concrete elements in residential applications. Pre-cast noise walls appear more suited to locations adjacent to high-speed roadways, with wide offsets. The prevention of intrusive growth and the settlement of soot and stains from air imperfections add to a degraded aesthetic value over time without consistent maintenance. Various noise barrier systems are available including screens, plastics, polymers, and composites, many of which are prefabricated then assembled on site. These systems can require significant engineering and design to ensure foundations meet local wind-loading requirements resulting in increased costs. The systems may also result in restrictive replacement opportunities should damage occur and being non-standard can present maintenance challenges. Attachment D includes photos showing the current state of standard FDOT pre-cast noise walls constructed under Halff CEI oversight 10+ years ago along I-10 in Pensacola. Other photos in Appendix D show various available technologies not standard to Florida road construction. These systems can be cost prohibitive relative to the construction cost of the Destin Crosstown Connector.

It is the CEI's opinion that the highest value aesthetic outcome is produced by the installation of a 10' tall, white vinyl fence to serve as backdrop for planned landscaping. Coupling the solid-spacing fence with landscaping may produce the best noise abatement potential.

4. ***It is important to consider logical sequencing of construction to reduce unnecessary re-work and/or the need to remove newly constructed elements shortly after completion to address issues.*** Public perception is often negative when this occurs. To this end, once landscape reaches maturity, the opportunity for fence replacement/enhancement is severely compromised, if not impossible, without the removal of newly planted landscaping and potentially the new irrigation features. Existing fences in poor condition may in time fall into new landscaping causing unrestricted openings in both directions. This type of damage and needs for repair may fall outside the City's enforcement allowances or engage City resources in burdensome ordinance processes.

   The effects of the proposed streetlights and vehicle headlights on dark-sky areas need to be considered within the subject section of the roadway construction. Existing fences at lower heights and missing panels may allow light to shine into backyards and windows. These lower fences may also represent direct line-of-sight into private property from passing motorists (see Attachment B).

   Existing properties that have gated access to the roadway right of way may be considered safety and security risks and should be considered for restriction. Placement of a new fence along the roadway section boundaries provide enhanced opportunity for improved safety and security along with aesthetic consistency and noise abatement potential.

5. The cost impacts of landscaping and irrigation are already captured within the low-bid result of Phase 2 Contract 25-17. An opinion of probable cost (OPC) for various boundary options is summarized in the table below:

Boundary Description	Quantity	Unit Price	Total Cost
Existing Fence	**0 LF**	**0**	**0**
8' Wood Panel	**2500 LF**	**$ 80.00**	**$ 200,000**
8' White Vinyl	**2500 LF**	**$ 85.00**	**$ 212,500**
10' White Vinyl	**2500 LF**	**$ 90.00**	**$ 250,000**
Pre-Cast Noise Wall	**25000 SF**	**$ 52.74**	**$ 1,318,500**

Prices in table are based solely on industry research and do not represent actual price to perform the work.

Further aesthetic and noise abatement enhancement may be gained by increasing mid to tall growth trees and hedge plants along the boundary lines, particularly along the south boundary where no tree installation is planned. Since the bid price for planned landscaping is Lump Sum, unit prices for additional trees and shrubs would need to be negotiated.

Executive Summary:

It is the independent opinion of Halff CEI that **the City of Destin could realize enhanced aesthetic value, improvements to security, mitigation of intrusive light into surrounding properties, and some level of increased noise abatement (as compared to existing conditions) through the installation of new 10' tall vinyl fence along the subject road section boundaries prior to the construction of planned irrigation and landscaping.** In consideration of the $5.6 million roadway construction cost (including $1.1 million in lighting and half a million in landscaping), the prospect of leaving the poor boundary fence in place appears to represent a short fall in project value. The City may wish to consider adding a Podocarpus hedge boundary (examples below) for enhanced beauty and noise mitigation.

The CEI recommends pursuing a change order to the Phase 2 project for new fence installation.

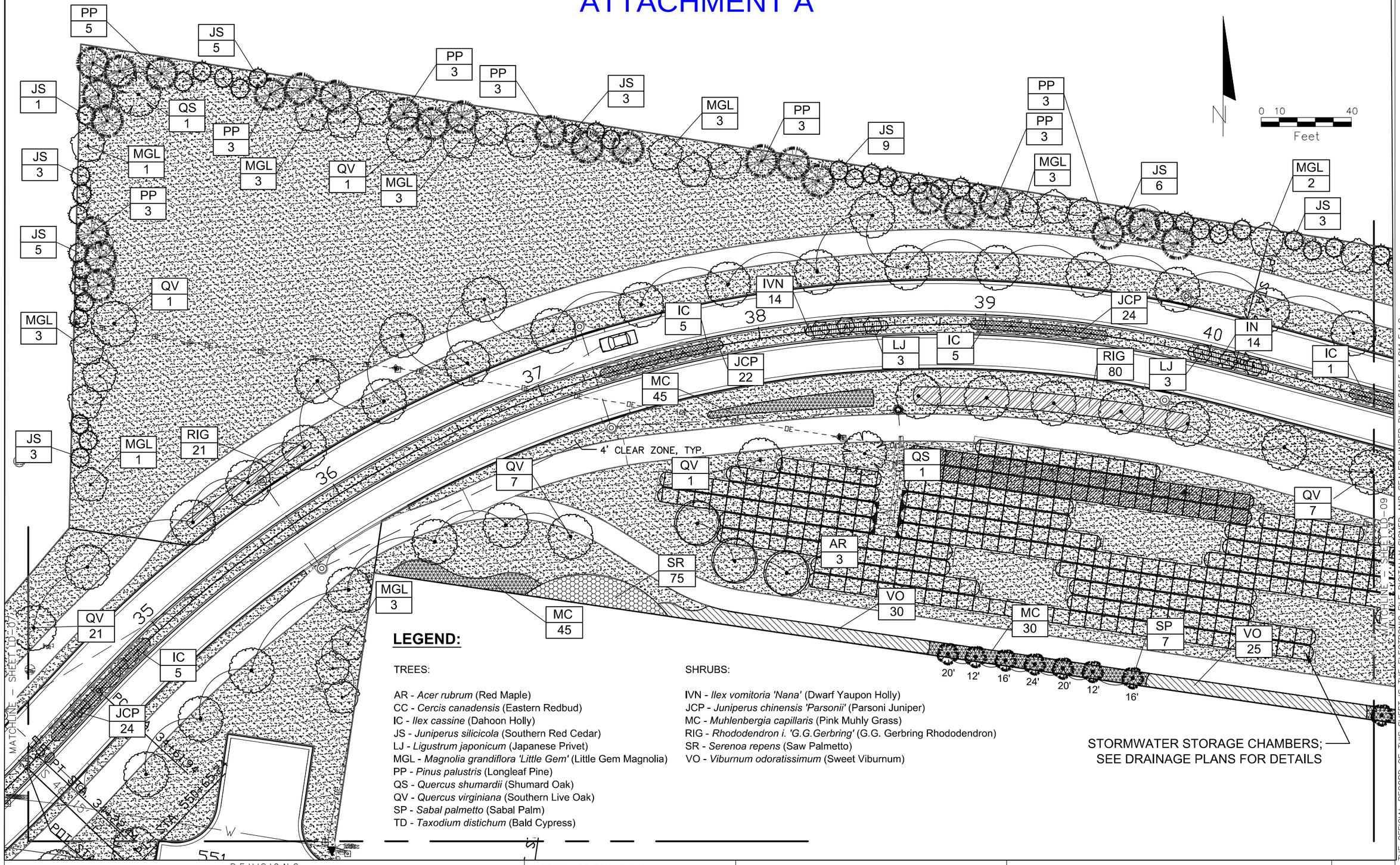








ATTACHMENT A



LEGEND:

TREES:

AR - *Acer rubrum* (Red Maple)
CC - *Cercis canadensis* (Eastern Redbud)
IC - *Ilex cassine* (Dahoon Holly)
JS - *Juniperus silicicola* (Southern Red Cedar)
LJ - *Ligustrum japonicum* (Japanese Privet)
MGL - *Magnolia grandiflora 'Little Gem'* (Little Gem Magnolia)
PP - *Pinus palustris* (Longleaf Pine)
QS - *Quercus shumardii* (Shumard Oak)
QV - *Quercus virginiana* (Southern Live Oak)
SP - *Sabal palmetto* (Sabal Palm)
TD - *Taxodium distichum* (Bald Cypress)

SHRUBS:

IVN - *Ilex vomitoria 'Nana'* (Dwarf Yaupon Holly)
JCP - *Juniperus chinensis 'Parsonii'* (Parsoni Juniper)
MC - *Muhlenbergia capillaris* (Pink Muhly Grass)
RIG - *Rhododendron i. 'G.G.Gerbring'* (G.G. Gerbring Rhododendron)
SR - *Serenoa repens* (Saw Palmetto)
VO - *Viburnum odoratissimum* (Sweet Viburnum)

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION
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HARRY L. BELTON, R.L.A
R.L.A. LICENSE NUMBER, FL #0000900
ATKINSREALIS USA, INC.
3250 W COMMERCIAL BLVD,
FT. LAUDERDALE, FL 33309

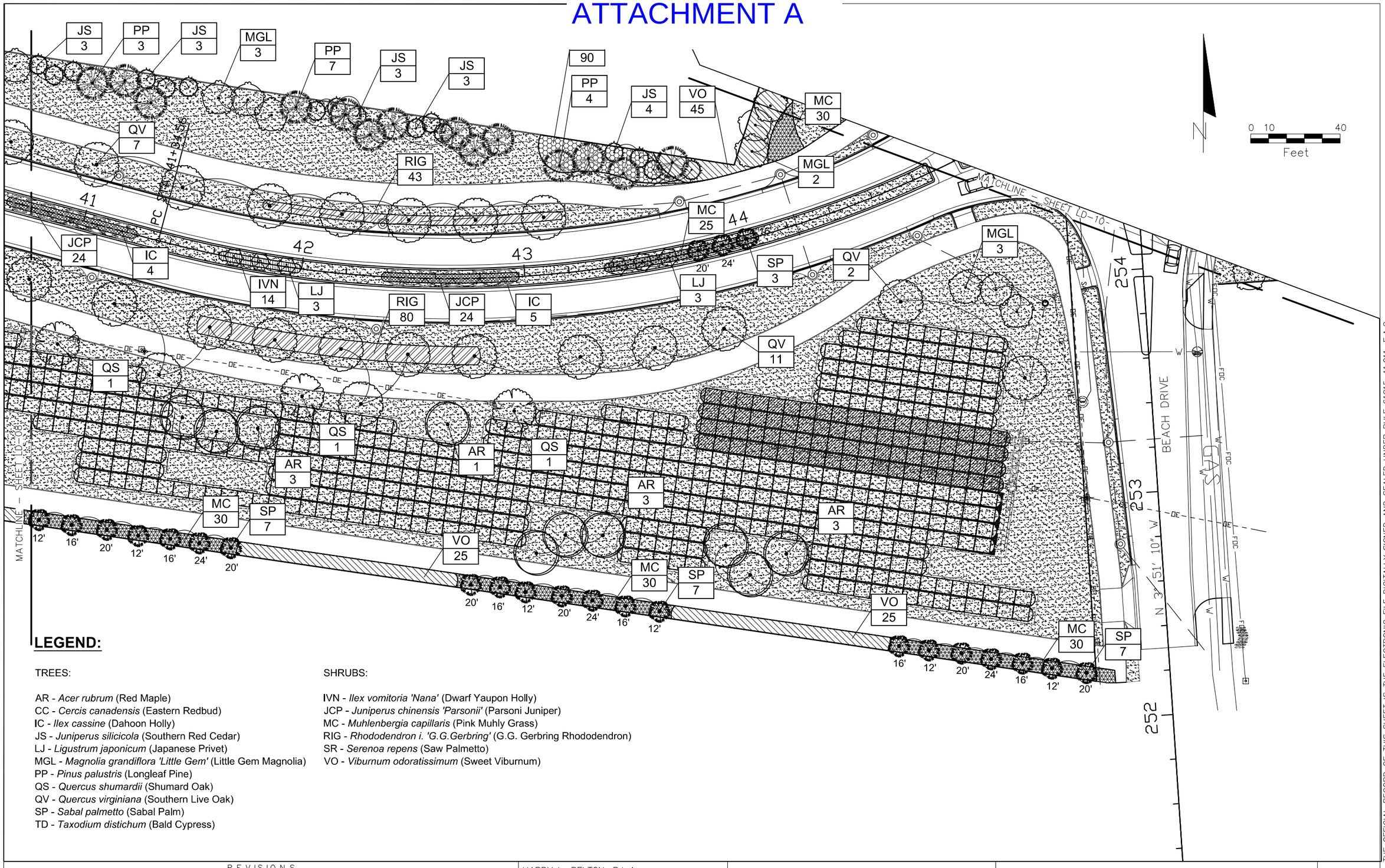
CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

LANDSCAPE PLANS

SHEET NO. LD-08

ATTACHMENT A



LEGEND:

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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

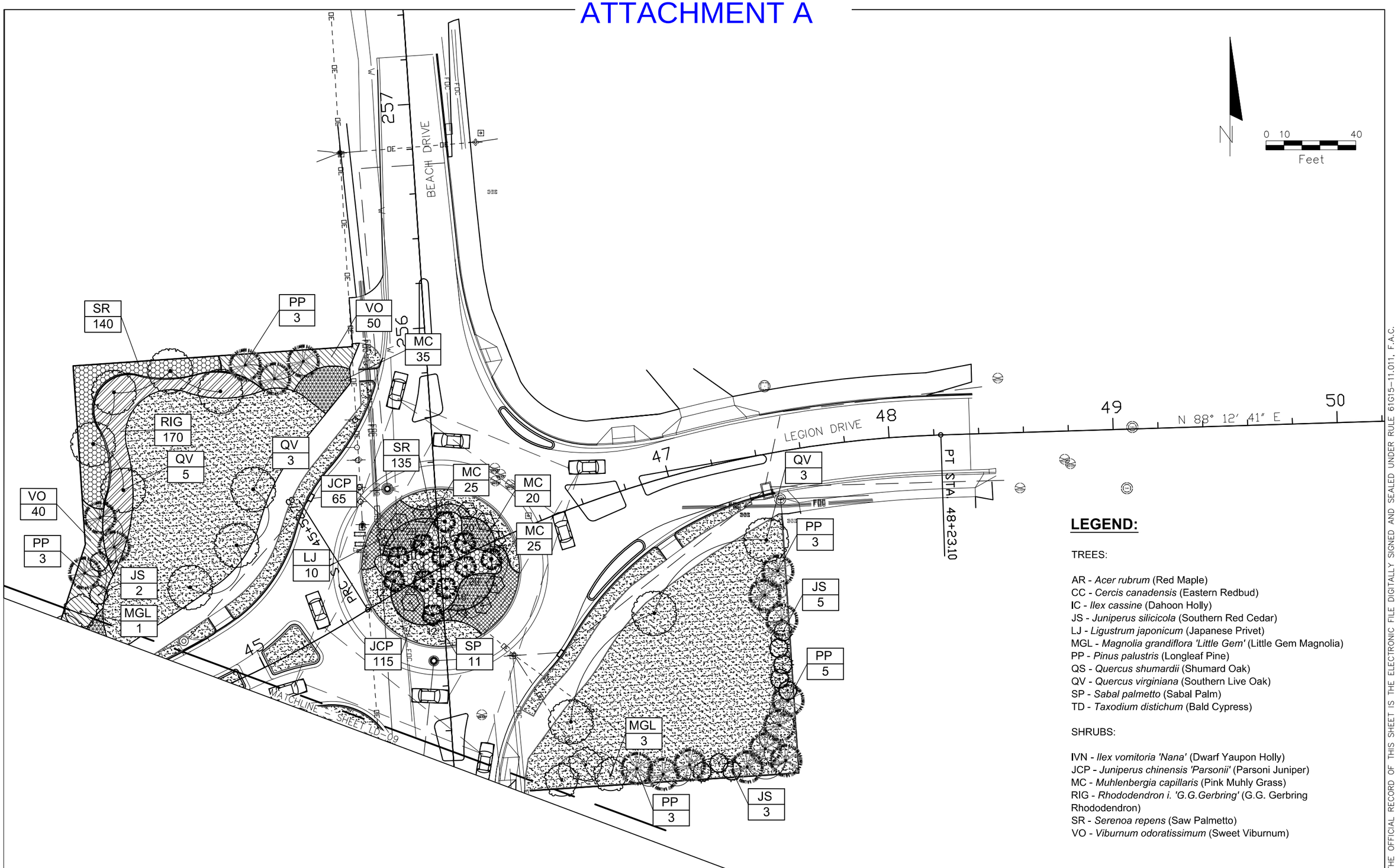
LANDSCAPE PLANS

SHEET NO. LD-09

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ATTACHMENT A



LEGEND:

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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

LANDSCAPE PLANS

SHEET NO. LD-10

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ATTACHMENT B













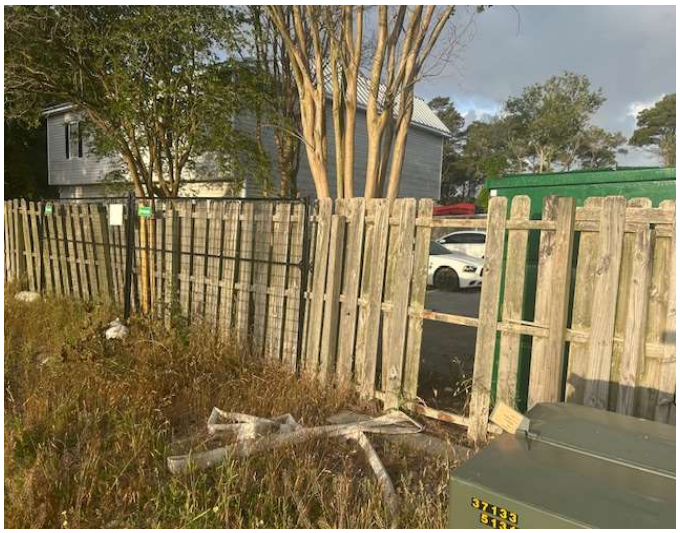
ATTACHMENT B













ATTACHMENT B





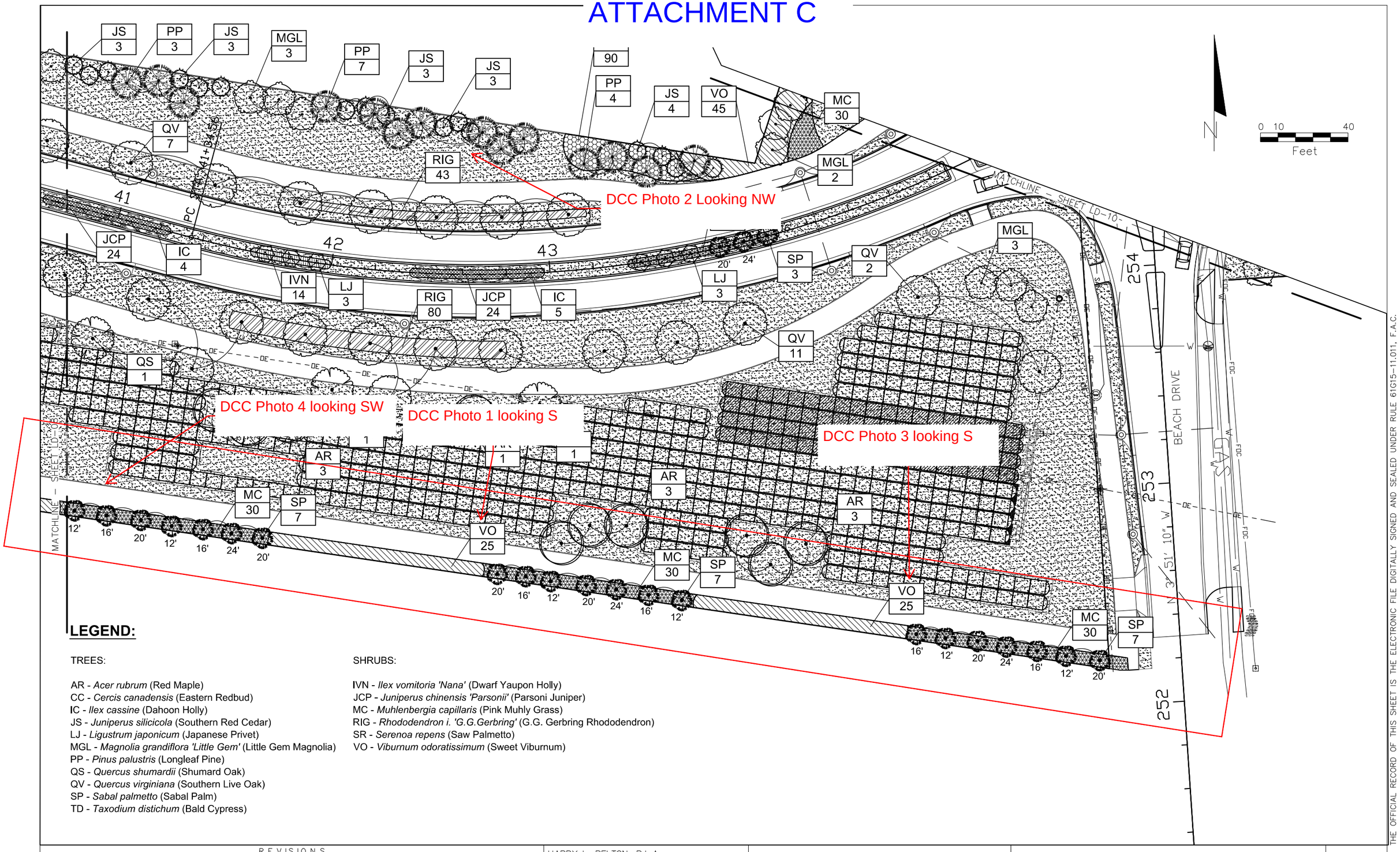








ATTACHMENT C



LEGEND:

TREES:

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CITY OF DESTIN

COUNTY	CONSTRUCTION PLANS FOR:
OKALOOSA	DESTIN CROSS TOWN CONNECTOR

LANDSCAPE PLANS

SHEET NO. LD-09

ATTACHMENT C



DCC 1: Existing fence looking south



DCC 1: Rendering against existing fence looking south

ATTACHMENT C



DCC 1: Rendering against new vinyl fence looking north south

ATTACHMENT C



DCC 2: Existing fence looking north west



DCC 2: Rendering against existing fence looking north west

ATTACHMENT C



DCC 2: Rendering against new vinyl fence looking north west

ATTACHMENT C



DCC 3: Existing fence looking south



DCC 3 Rendering against existing fence looking south

ATTACHMENT C



DCC 3: Rendering against new vinyl fence looking south

ATTACHMENT C



DCC 4: Existing fence looking south west



DCC 4: Rendering against existing fence looking south west

ATTACHMENT C



DCC 4: Rendering against new vinyl fence looking south west

ATTACHMENT D













APPENDIX 1

Podocarpus hedges offer an elegant, low-maintenance, and highly versatile privacy solution, acting as a "living wall" that stays narrow, dense, and evergreen. They thrive in warm climates, require little water once established, and are remarkably pest-resistant, providing lush, dark green foliage year-round that supports local wildlife. Podocarpus can be perfectly manicured into tight, formal columns or allowed to grow into a fluffy, natural screen.





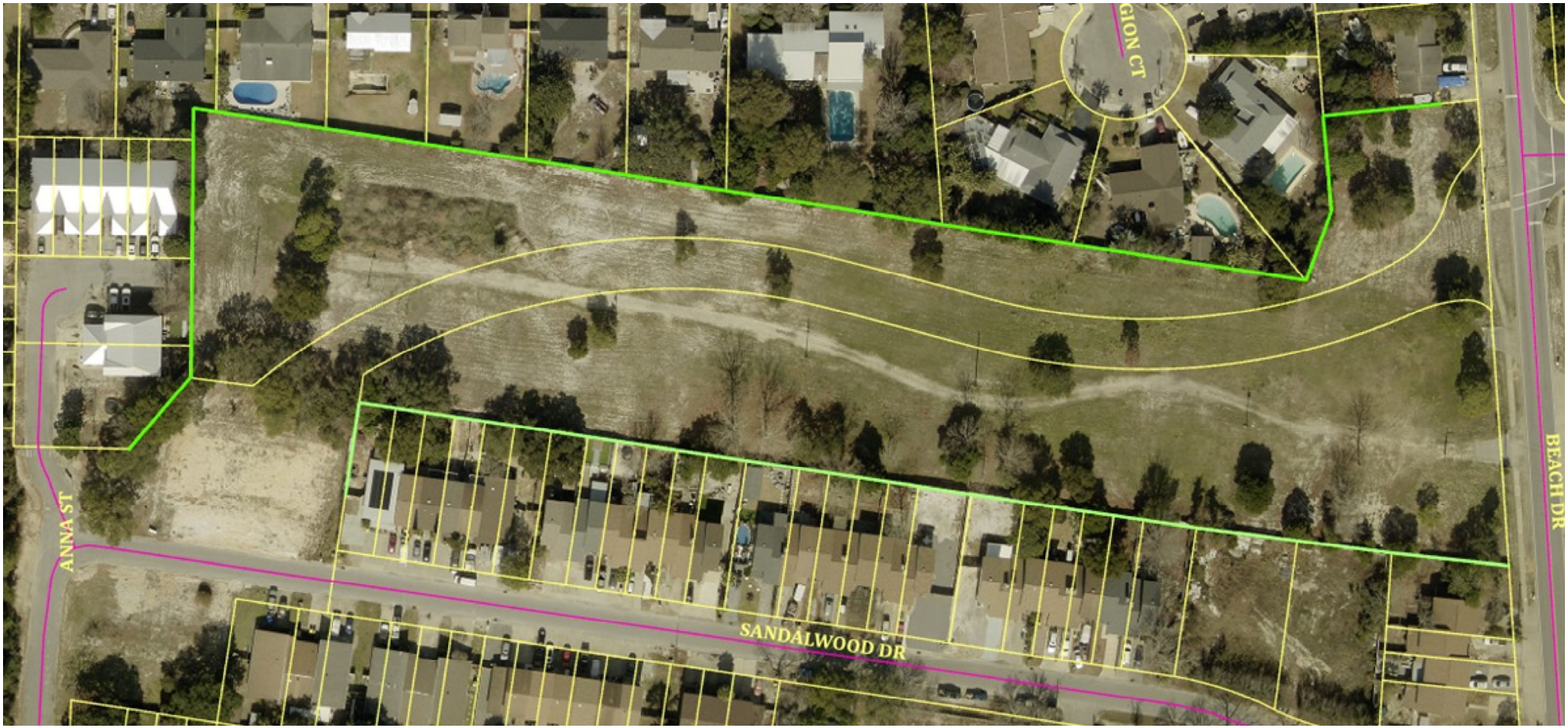
Phase 2 plans include palm trees along the project boundary between Beach and Benning. Quantities of palm trees planned in this section are shown in yellow highlighted columns. In the event of desire to delete palm trees from the project, the lower table shows the quantity and price offset related to Podocarpus installation. Sizes and plant spacing may impact pricing.

Sabal Palms	Unit Price	LD 06	LD 07	LD 08	LD 09	LD 10	TOTAL	$$
12'	$477.00	4	1	2	6	3	16	$7,632.00
16'	$477.00	3	3	2	7	3	18	$8,586.00
20'	$527.00	4	8	2	7	4	25	$13,175.00
24'	$609.00	2	2	1	4	1	10	$6,090.00
		13	14	7	24	11	69	$35,483.00

Podocarpus	Unit Price	LD 06	LD 07	LD 08	LD 09	LD 10	TOTAL	$$
30 Gal (5-6')	$280.00			100	26		126	$35,280.00

At a recommended 4’ spacing of Podocarpus along 1500 LF of boundary, the price impact is:

Podocarpus	Unit Price	LD 06	LD 07	LD 08	LD 09	LD 10	TOTAL	$$
30 Gal (5-6')	$280.00			200	175		375	$105,000.00
							Palm Offset	$35,483.00
							CO price	$69,517.00


GION CT
ANNA ST
SANDALWOOD DR
BEACH DR

ITEM # 2026-820

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2026
TYPE OF AGENDA ITEM: Resolution
AGENDA OUTLINE NUMBER: 4.J.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: May 13, 2026

SUBJECT: Resolution 26-12 Tow Truck Fees

I. BACKGROUND: On May 4, 2026, the following motion was passed by Council:

Motion by Councilmember Herbert, seconded by Councilmember Trammell, to adopt an updated towing fee schedule at the same rates as currently adopted by the County and direct City Attorney to draft a Resolution, passed 6-1 with Councilmember Braden dissenting.

II. DISCUSSION: The City Manager's Office contacted neighboring jurisdictions, including Niceville, Fort Walton Beach, and Crestview to obtain their current approved towing and wrecker fee schedules, as directed by the Council. Both Niceville and Fort Walton Beach follow the rates established by Okaloosa County, while Crestview did not have documentation available for a formal towing fee schedule.

The proposed towing rates for the City are generally consistent with the recently adopted County rates, with the primary difference being a proposed increase of approximately $30 to $50 in the flat fees for each wrecker class. All other cost components remain aligned with County fee standards.

Wrecker Class	Destin 2022	County 2026	Proposed 2026
Class A	$175	$200	$230
Class B	$250	$300	$350
Class C	$350	$450	$500

A. Link to Strategic Goals / Objectives: II. Enhanced quality of life and

safety for families

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor: City Council on May 4, 2026

E. Business Impact Statement:

III. CONCLUSION: The City Manager and staff have presented the requested Resolution to Council.

IV. RECOMMENDED MOTION: I move to adopt Resolution 26-12, as presented.

OR:

I move to adopt Resolution 26-12, with the following amendments:_____.

Attachments:

1. Resolution 26-12 - Updated Maximum Fees for Vehicle Towing and Remobilization REDLINED
2. Resolution 22-09 - Maximum Fees for Vehicle Towing and Remobilization
3. County Resolution - 26-47 2026 Towing Fees
4. County Ordinance - 26-06 Revising Article VI of Chapter 12 Regulation of Towing Companies
5. FWB_ Towing

Rates
6. Crestview
7. Maximum Fees for Non-Consensual Wrecker Service and Storage - Provided by Mr. Nikolov

RESOLUTION 26-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA PROVIDING FOR AUTHORITY; PROVIDING FOR MAXIMUM FEES FOR PRIVATE PROPERTY TOWING AND STORAGE; PROVIDING FOR MAXIMUM FEES FOR REMOBILIZATION ON PRIVATE PROPERTY; PROVIDING FOR MAXIMUM FEES FOR NON-CONSENSUAL WRECKER SERVICE AND STORAGE FOR CLASS A, B, AND C VEHICLES OR VESSELS; PROVIDING FOR REPEALER AND PROVIDING FOR AN EFFECTIVE DATE.

***WHEREAS*,** Chapter 19.5, Article III, of the City of Destin Code of Ordinances (the "Code") provides for comprehensive regulation relating to wrecker and immobilizing services; and

WHEREAS, section 19.5-106 of the Code requires the City Council of the City of Destin, Florida (the "Council") to establish maximum towing and storage fees for private property towing and storage by resolution and to amend those fees "from time to time"; and

WHEREAS, section 19.5-116 of the Code requires the Council to establish maximum remobilization fees for private property towing and storage by resolution and to amend those fees "from time to time"; and

WHEREAS, in Resolution 15-02, as amended by Resolution 22-09, the Council, established maximum fees for private property towing and storage, maximum fees for remobilization on private property, and maximum fees for non-consensual wrecker service and storage for Class A, B, and C Vehicles or Vessels; and

***WHEREAS*,** the Council is desirous of amending the maximum fees for towing of vehicles and vessels from private property; and

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

SECTION 1. AUTHORITY. The Authority for enactment of this Resolution is Section 166.021, section 166.043 Florida Statutes, and Section 1.01(b) and Sections 19.5-106, 19.5-116, 19.5-119, Code of Ordinances.

SECTION 2. MAXIMUM FEES FOR PRIVATE PROPERTY TOWING AND STORAGE. The maximum towing and storage fees, for private property towing and storage shall be as follows:

Towing Fees:	Class A vehicles: Not more than $<u>200</u>~~175~~ per vehicle
	Class B vehicles: Not more than $<u>300</u>~~250~~ per vehicle
	Class C Vehicles: Not more than $<u>450</u>~~350~~ per vehicle

Storage Fees, first 6 hours: No charge

~~Storage Fees, each day, or portion thereof, after first 6 hours: $50 per day~~

~~Administrative fee, for vehicles stored longer than 48 hours: $60~~

Note: Violation of any maximum towing and storage fees shall constitute a non-criminal offense and shall be grounds for revocation of the towing permit.

SECTION 3. MAXIMUM FEES FOR REMOBILIZATION ON PRIVATE PROPERTY. The maximum remobilization fees, for the immobilization of vehicles on private property shall be as follows:

Class A, B, or C vehicles: Not more than $~~50~~25.00 per vehicle. Not more than $65.00 for boats. No additional fee shall be charged for removal of the immobilization device.

Note: Violation of these remobilization fees shall constitute a non-criminal offense and shall be grounds for revocation of the towing permit.

SECTION 4. MAXIMUM FEES FOR NON-CONSENSUAL WRECKER SERVICE AND STORAGE FOR CLASS A, B, AND C VEHICLES OR VESSELS.

The maximum rates for non-consensual wrecker and towing services for Class A wreckers (including roll-back or slide-back carriers) are as follows:

Base Rate	$~~175.00~~200,00
Mileage Rate ~~–~~ round trip	Not more than $5.00 for every additional mile after the first 10 miles
Hourly Rate	Not more than $~~150.00~~200.00 after the first 30 minutes at the scene
Inside Storage (When vehicle is stored for more than 6 hours)	$100.00 per day
Outside Storage (When vehicle is stored for more than 6 hours)	$75.00 per day
Administrative fee for vehicles stored longer than 48 hours	$~~80.00~~85.00
Lien Release Fee	$165.00
Combined total for Administrative Fee and Lien Release Fee shall not exceed $250	
After hours gate fee	$75.00

The maximum rates for non-consensual wrecker and towing services for Class B wreckers are as follows:

Base Rate	$~~200.00~~300.00
Mileage Rate – round trip	$~~5.00~~8.00 for every additional mile after the first 10 miles
Hourly Rate – includes labor and equipment (i.e. dollies, jacks, tarps, absorbents, etc)	Not more than $~~150.00~~250.00 per hour billable in quarter hours- after the first 30 minutes at the scene
Inside Storage (When vehicle is stored for more than 6 hours)	$105.00 per day
Outside Storage (When vehicle is stored for more than 6 hours)	$75.00 per day
Administrative fee for vehicles stored longer than 48 hours	$85.00
Lien Release Fee	$165.00
Combined total for Administrative Fee and Lien Release Fee shall not exceed $250.00	
After hours gate fee	$75.00

The maximum rates for non-consensual wrecker and towing services for Class C wreckers are as follows:

Base Rate	$~~325.00~~450.00
Mileage Rate – round trip	$~~8.00~~10.00 for every additional mile after the first 10 miles
Hourly Rate – includes labor and equipment (i.e. dollies, jacks, tarps, absorbents, etc)	Not more than $~~220.00~~250.00 per hour billable in quarter hour after the first 30 minutes at the scene
Inside Storage (When vehicle is stored for more than 6 hours)	$~~115.00~~150.00 per day
Outside Storage (When vehicle is stored for more than 6 hours)	$~~95.00~~150.00 per day
Administrative fee for vehicles stored longer than 48 hours	$200.00
Lien Release	$165.00
Combined total for Administrative Fee and Lien Release Fee shall not exceed $250.00	
After hours gate fee	$75.00

SECTION 5. REPEALER CLAUSE. All sections or parts of sections of any City of Destin's Ordinance or parts of Ordinances, and any City of Destin's Resolutions or parts of Resolutions (specifically including Resolution 22-09), and any City of Destin's Policy or parts of Policy, which are in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective upon adoption of the City Council.

ADOPTED THIS 18th DAY OF MAY 2026
By:

_____
Bobby Wagner, Mayor

ATTEST:

_____
Lisa Wallace, City Clerk

The form and content of the above Resolution is hereby approved for legal sufficiency for the City of Destin Only.

_____
Kimberly Romano Kopp, City Attorney

RESOLUTION 22-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA PROVIDING FOR AUTHORITY; PROVIDING FOR MAXIMUM FEES FOR PRIVATE PROPERTY TOWING AND STORAGE; PROVIDING FOR MAXIMUM FEES FOR REMOBILIZATION ON PRIVATE PROPERTY; PROVIDING FOR MAXIMUM FEES FOR NON-CONSENSUAL WRECKER SERVICE AND STORAGE FOR CLASS A, B, AND C VEHICLES OR VESSELS; PROVIDING FOR REPEALER AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 19.5, Article III, of the City of Destin Code of Ordinances (the "Code") provides for comprehensive regulation relating to wrecker and immobilizing services; and

WHEREAS, section 19.5-106 of the Code requires the City Council of the City of Destin, Florida (the "Council") to establish maximum towing and storage fees for private property towing and storage by resolution and to amend those fees "from time to time"; and

WHEREAS, section 19.5-116 of the Code requires the Council to establish maximum remobilization fees for private property towing and storage by resolution and to amend those fees "from time to time"; and

WHEREAS, in Resolution 15-02, the Council, established maximum fees for private property towing and storage, maximum fees for remobilization on private property, and maximum fees for non-consensual wrecker service and storage for Class A, B, and C Vehicles or Vessels; and

WHEREAS, the Council is desirous of amending the maximum fees for towing of vehicles and vessels from private property and storage of vehicles and vessels; and

WHEREAS, the Council is desirous of amending the maximum fees for the immobilization of vehicles on private property; and

WHEREAS, the Council is desirous of amending the maximum service rates for non-consensual towing services provided within the City of Destin city limits; and

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

RES 22-09
AS OF 6/20/22

SECTION 2. MAXIMUM FEES FOR PRIVATE PROPERTY TOWING AND STORAGE. The maximum towing and storage fees, for private property towing and storage shall be as follows:

Towing Fees: Class A vehicles: Not more than $175 per vehicle
Class B vehicles: Not more than $250 per vehicle
Class C Vehicles: Not more than $350per vehicle

Storage Fees, first 6 hours: No charge

Storage Fees, each day, or portion thereof, after first 6 hours: $50 per day

Administrative fee, for vehicles stored longer than 48 hours: $60

Note: Violation of any maximum towing and storage fees shall constitute a non-criminal offense and shall be grounds for revocation of the towing permit.

SECTION 3. MAXIMUM FEES FOR REMOBILIZATION ON PRIVATE PROPERTY. The maximum remobilization fees, for the immobilization of vehicles on private property shall be as follows:

Class A, B, or C vehicles: Not more than $50 per vehicle. No additional fee shall be charged for removal of the immobilization device.

Note: Violation of these remobilization fees shall constitute a non-criminal offense and shall be grounds for revocation of the towing permit.

SECTION 4. MAXIMUM FEES FOR NON-CONSENSUAL WRECKER SERVICE AND STORAGE FOR CLASS A, B, AND C VEHICLES OR VESSELS.

The maximum rates for non-consensual wrecker and towing services for Class A wreckers (including roll-back or slide-back carriers) are as follows:

Base Rate	$175.00
Mileage Rate	$5.00 for every additional mile after the first 10 miles
Hourly Rate	$120.00 after the first 30 minutes at the scene
Inside Storage (When vehicle is stored for more than 6 hours)	$100.00 per day
Outside Storage (When vehicle is stored for more than 6 hours)	$75.00 per day
Administrative fee for vehicles stored longer than 48 hours	$80.00

The maximum rates for non-consensual wrecker and towing services for Class B wreckers are as follows:

Inside Storage (When vehicle is stored for more than 6 hours)	$100.00 per day
Outside Storage (When vehicle is stored for more than 6 hours)	$75.00 per day
Administrative fee for vehicles stored longer than 48 hours	$80.00

The maximum rates for non-consensual wrecker and towing services for Class B wreckers are as follows:

Base Rate	$200.00
Mileage Rate	$5.00 for every additional mile after the first 10 miles
Hourly Rate	$120.00 after the first 30 minutes at the scene
Inside Storage (When vehicle is stored for more than 6 hours)	$105.00 per day
Outside Storage (When vehicle is stored for more than 6 hours)	$75.00 per day

The maximum rates for non-consensual wrecker and towing services for Class C wreckers are as follows:

Base Rate	$325.00
Mileage Rate	$8.00 for every additional mile after the first 10 miles
Hourly Rate	$190.00 after the first 30 minutes at the scene
Inside Storage (When vehicle is stored for more than 6 hours)	$115.00 per day
Outside Storage (When vehicle is stored for more than 6 hours)	$95.00 per day

SECTION 5. REPEALER CLAUSE. All sections or parts of sections of any City of Destin's Ordinance or parts of Ordinances, and any City of Destin's Resolutions or parts of Resolutions (specifically including Resolution 15-02), and any City of Destin's Policy or parts of Policy, which are in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective upon adoption of the City Council.

ADOPTED THIS 20th DAY OF JUNE 2022

By:

Gary Jarvis, Mayor

CITY OF DESTIN SEAL FLORIDA

ATTEST:

Rey Bailey, City Clerk

The form and content of the above Resolution is hereby approved for legal sufficiency for the City of Destin Only.

Kyle S. Bauman, City Attorney

RESOLUTION 26-47

RESOLUTION OF THE OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING RESOLUTION 15-28; PROVIDING FOR MAXIMUM FEES FOR NON-CONSENSUAL AND PRIVATE PROPERTY TOWING AND STORAGE; PROVIDING FOR MAXIMUM FEES OF VEHICLES; PROVIDING FOR MAXIMUM FEES FOR REMOBILIZATION ON PRIVATE PROPERTY; PROVIDING FOR REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, OKALOOSA COUNTY adopted Ordinance 06-89, which authorized the Board of County Commissioners to establish by Resolution the maximum fees which may be charged on the towing of vehicles on private property, the removal of vehicles from private property, the removal and storage of wrecked or disabled vehicles from an accident scene, or for the removal and storage of vehicles in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker services to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle; and

WHEREAS, the Board of County Commissioners previously established the maximum rates through Resolutions 08-202 and 15-98 ; and

WHEREAS, the Board of County Commissioners desires to adjust those rates to reflect the cost involved in the provision of towing services under these circumstances;

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners, as follows:

SECTION 1. The above recitals are incorporated as essential terms of this resolution.

SECTION 2. MAXIMUM FEES FOR PRIVATE PROPERTY AND NON-CONSENSUAL TOWING AND STORAGE. The maximum towing and storage fees, for private property towing and storage shall be as follows:

Class A Wrecker

Base Rate	Not more than $200.00
Mileage Rate – round trip	Not more than $5.00 for every additional mile after the first 10 miles
Hourly Rate – includes labor and equipment (including, for example, but not limited to dollies, jacks, tarps, absorbents, etc.)	Not more than $200.00 per hour billable in quarter hours after the first 30 minutes at the scene
Inside Storage (When vehicle is stored for more than 6 hours)	$100.00 per day
Outside Storage (When vehicle is stored for	$75.00 per day

more than 6 hours)	
Administrative fee for vehicles stored longer than 48 hours	$85.00
Lien Release Fee	$165.00
Combined total for Administrative Fee and Lien Release Fee shall not exceed $250.00	
After hours gate fee	$75.00

Class B Wrecker

Base Rate	$300.00
Mileage Rate – round trip	$8.00 for every additional mile after the first 10 miles
Hourly Rate – includes labor and equipment (including, for example, but not limited to dollies, jacks, tarps, absorbents, etc.)	Not more than $250.00 per hour billable in quarter hours after the first 30 minutes at the scene
Inside Storage (When vehicle is stored for more than 6 hours)	$105.00per day
Outside Storage (When vehicle is stored for more than 6 hours)	$100.00 per day
Administrative fee for vehicles stored longer than 48 hours	$85.00
Lien Release Fee	$165.00
Combined total for Administrative Fee and Lien Release Fee shall not exceed $250.00	
After hours gate fee	$75.00

Class C Wrecker

Base Rate	$450.00
Mileage Rate – round trip	$10.00 for every additional mile after the first 10 miles
Hourly Rate – includes labor and equipment (including, for example, but not limited to dollies, jacks, tarps, absorbents, etc.)	Not more than $250.00 per hour billable in quarter hours after the first 30 minutes at the scene
Inside Storage (When vehicle is stored for more than 6 hours)	$150.00 per day
Outside Storage (When vehicle is stored for more than 6 hours)	$150.00 per day
Administrative fee for vehicles stored longer than 48 hours	$200.00
Lien Release	$165.00
Combined total for Administrative Fee and Lien Release Fee shall not exceed $250.00	
After hours gate fee	$75.00

SECTION 3. MAXIMUM FEES AND REMOBILIZATION ON PRIVTE PROPERTY. The maximum remobilization fees, for the immobilization of vehicles on private property shall be as follows:

Not more than $25.00 per vehicle. Not more than $65.00 for boats. Not more than $130.00 for a boat and trailer where both are immobilized. No additional fee shall be charged for the removal of the immobilization device.

SECTION 4. REPEALER CLAUSE. All sections or parts of any Okaloosa County Resolution which is in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective upon adoption by the Board of County Commissioners.

ADOPTED this 7 day of April , 2026.

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

BY: _____
Robert A. "Trey" Goodwin III
Chairman, Board of County Commissioners

SEAL

ATTEST:

_____
Brad E. Embry
Clerk of Circuit Court

APPROVED AS TO FORM:

_____
Lynn M. Hoshihara
County Attorney

ORDINANCE 26 - 06

AN ORDINANCE REPEALING AND REPLACING ARTICLE VI, WRECKER AND TOWING SERVICES, OF CHAPTER 12 OF THE OKALOOSA COUNTY CODE, REMOVING PROVISIONS THAT ARE UNNECESSARY OR REDUNDANT WITH THE FLORIDA STATUTES; PROVIDING FOR INCLUSION IN THE COUNTY CODE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND REPEAL OF CONFLICTING PROVISIONS.

RECITALS

WHEREAS, Okaloosa County is a political subdivision of the State of Florida to which the Florida Constitution and Chapter 125, Florida Statutes, grants broad authority and provides for the adoption of ordinances to provide for self-governance; and

WHEREAS, section 125.0103, Florida Statutes, requires counties to establish maximum rates which may be charged for the towing of vehicles or vessels from, or immobilization of vehicles or vessels on, private property or which may be charged for removal and storage of wrecked or disabled vehicles or vessels from an accident scene or for the removal and storage of vehicles or vessels; and

WHEREAS, the Board of County Commissioners has adopted and from time to time amended Article VI of Chapter 12 of its Code of Ordinances providing for the regulation of the vehicle towing industry in Okaloosa County, including the establishment of fees for towing and storage of vehicles consistent with the provisions of Chapters 125, 713, and 715, Florida Statutes; and

WHEREAS, the Okaloosa County most recently updated its vehicle towing regulations in 2006; and

WHEREAS, Okaloosa County finds that it is necessary and in the public interest to amend Article VI of Chapter 12 of its Code of Ordinances.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA:

Section 1. Article VI of Chapter 12 of the Code of Ordinances of Okaloosa County, Florida, Wrecker and Towing Services, is hereby repealed in its entirety and replaced with Article VI of Chapter 12 of the Code of Ordinances, Towing Services, attached hereto as Exhibit A.

Section 2. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall be included in the Code of Ordinances of Okaloosa County, Florida, and that any renumbering of the various sections is hereby authorized as necessary to achieve this directive.

Section 3. Should any word, phrase, sentence, subsection, section or other part of this Ordinance be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional then the part so held shall be severed from this Ordinance and the remainder of this Ordinance shall remain in full force and effect.

Section 4. This Ordinance shall become effective as provided by law, and does hereby repeal any ordinances, or provisions thereof, in conflict herewith.

ADOPTED this 7 day of April, 2026.

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

BY: _____
Robert A. "Trey" Goodwin III
Chairman, Board of County Commissioners

ATTEST:

Brad E. Embry
Clerk of Circuit Court

APPROVED AS TO FORM:

Lynn M. Hoshihara
County Attorney

Exhibit 1

ARTICLE VI. WRECKER AND TOWING SERVICES

Sec. 12-321. Authority.

The authority for enactment of this article is Sections 125.0103, 166.041, and 715.07, Florida Statutes .

Sec. 12-322. Definitions.

For the purposes of this article, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

County is the County of Okaloosa, Florida.

Immobilization, immobilize or immobilizing, also known as "booting" means the act of placing, on a parked vehicle, a mechanical device that is designed to be attached to the wheel or tire so as to prohibit its usual manner of movement.

Person is any person, firm, partnership, association, corporation, company or organization of any kind.

Tow truck operator or towing and recovery operator is a person engaged in the business of offering a towing service whereby motor vehicles are towed or otherwise removed by use of a wrecker so designed for that purpose or by a truck, automobile or other vehicle so adapted to that purpose.

Vehicle means any mobile item which normally uses wheels, whether motorized or not.

Wrecker shall be as defined in Part II of Chapter 713, Florida Statutes .

Sec. 12-323. Towing/immobilizing vehicles parked on private property.

(1) Any person involved in the removal of any vehicle from private property without the consent of the registered owner or other legally authorized person in control of that vehicle shall comply with the provisions of Section 715.07, Florida Statutes , and the applicable provisions of this article.

(2) All immobilization and towing companies shall keep all such data sheets on file for a period of three years and shall make them available to any law or code enforcement officer or designee assigned to investigate the complaints and enforcement during normal business hours.

(3) No towing company shall tow a vehicle when there is a person occupying the vehicle.

(4) Immobilization services shall not immobilize a vehicle owned by another person which is parked on private property without permission or authority of the owner or duly authorized driver of that vehicle, unless the following requirements are satisfied:

(a) The vehicle is unlawfully parked and notice shall be prominently posted on the property on which the vehicle is immobilized meeting the requirements of Section 715.07 (5)(a), (b), (c), and (d), Florida Statutes, substituting the designation "immobilization zone" for "tow away zone", or both.

(b) The vehicle is not occupied by a living natural person or animal.

(c) Immobilization shall be accomplished by placing a steel boot on the front wheel of the driver's side of the motor vehicle. The steel boot may be placed on any other wheel if placement on the front wheel on the driver's side is not feasible. In no instance shall more than one boot or mechanical device be placed on the vehicle.

(d) Immediately after a vehicle is booted, the person booting such vehicle, the owner of the property where such vehicle was booted, or an employee or agent of such person or owner, shall affix at the rearmost portion of the window adjacent to the driver's seat of such vehicle, a sticker with a completely removable adhesive, measuring eight and one-half by 11 inches, containing a warning that any attempt to move the vehicle may result in damage to the vehicle, and stating the name and business address of the (company) who booted such vehicle as well as a business telephone number which will facilitate the dispatch of personnel responsible for removing the boot.

(e) Any person who has booted a vehicle shall release such vehicle as soon as practical, but not to exceed 30 minutes of receiving a request for such vehicle's release; provided, however, that payment of any charge for booting is made at or prior to the time of such vehicle's release.

Sec. 12-324. Operation of Towing Companies

All towing companies providing nonconsensual service in Okaloosa County shall at all times comply with the provisions of all applicable statutes and rules including, but not limited to, sections 713.78 and 715.07, Florida Statutes. Failure to operate in accordance with all applicable statutes and rules shall constitute a violation of this part and shall be subject to criminal prosecution and penalties as prescribed in sections 713.78(12) and 715.07(5).

Sec. 12-325. Maximum fees.

(1) Okaloosa County Board of County Commissioners shall establish by resolution the maximum fees which may be charged on the towing of vehicles on private property, removal of vehicles from private property, removal and storage of wrecked or disabled vehicles from an accident scene, or for the removal and storage of vehicles in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle. Such resolution may be amended from time to time, as required, to maintain maximum fees which are consistent with wrecking and towing services charged within the entire area of Okaloosa County.

(2) It shall be unlawful for any person to charge more for wrecker or towing services, or immobilization service than the maximum rate established by this article, or resolution of Okaloosa County.

(3) Okaloosa County shall, on a no less than bi-annual basis, review and as necessary amend the maximum allowable fees to ensure that operators' costs are adequately compensated.

Sec. 12-326. Penalty for violations.

Violations of this article shall be prosecuted and punished as provided in Section 125.69(1), Florida Statutes, or by civil fine of $200.00 for first violation, and $500.00 for each violation thereafter.

Sec. 12-327. Enforcement.

The sheriff shall enforce the provisions of this article in the incorporated and unincorporated areas of Okaloosa County. If a municipality employs its own law enforcement agency, the law enforcement agency of that municipality shall enforce the provisions of this article in the incorporated area of the municipality which the law enforcement agency serves.

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

April 8, 2026

Brad E. Embry
Clerk of the Circuit Court
Okaloosa County
101 East James Lee Boulevard
Crestview, Florida 32536-1359

Dear Brad E. Embry:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Okaloosa County Ordinance No. 26-06, which was filed in this office on April 7, 2026.

Sincerely,

Alexandra Leijon
Administrative Code and Register Director

AL/dp

From: Wendy K. Farmer
To: Sheri Bethea
Subject: FW: towing rates
Date: Friday, April 24, 2026 3:58:16 PM
Attachments: image003.png

> You don't often get email from wfarmer@nicevillefl.gov. Learn why this is important

Sherry,

Apparently, we us the County rates. If you have their new ordinance, it will be in there.

Best Regards,

Wendy Farmer, MMC
City Clerk
208 Partin Drive North
Niceville Fl, 32578
Office: (850) 279-6436 ext. 1103
Cell: (850) 333-0787
Fax: (850) 220-7727
wfarmer@nicevillefl.gov | cityofniceville.org

Please note: Due to Florida's very broad public records laws, most written communications to or from city employees regarding city business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Kelsey E. Ambroise <kambroise@nicevillefl.gov>
Sent: Friday, April 24, 2026 3:46 PM
To: Wendy K. Farmer <wfarmer@nicevillefl.gov>
Cc: Lois A. Sprague <lsprague@nicevillefl.gov>
Subject: RE: towing rates

Ok, DC said we go with the County's rates and the County has the new ordinance out.

Kelsey Ambroise
Records Supervisor
Intelligence Unit/Budget Analyst
Evidence Tech

Niceville Police Department
City Of Niceville
(850) 279-6436 ext. 1228

Notice of Work Product and/or Public Record:
The information contained in this e-mail is not confidential and subject to public record laws. It is intended only for the use of the individual(s) or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, or copy of this communication falls under public record laws. If you have received this communication in error, please delete this communication and notify the offices of the Niceville Police Department via telephone (850) 729-4030 and return the e-mail to the sender.

From: Wendy K. Farmer <wfarmer@nicevillefl.gov>
Sent: Friday, April 24, 2026 2:19 PM
To: PDAdmin <PDAdmin@nicevillefl.gov>
Cc: Lois A. Sprague <lsprague@nicevillefl.gov>; Kelsey E. Ambroise <kambroise@nicevillefl.gov>
Subject: towing rates

Can either of you tell me if we have a list for towing rates? The ordinance we have does not show rates.
Thank you.

Best Regards,

Wendy Farmer, MMC
City Clerk
208 Partin Drive North
Niceville Fl, 32578
Office: (850) 279-6436 ext. 1103
Cell: (850) 333-0787
Fax: (850) 220-7727
wfarmer@nicevillefl.gov | cityofniceville.org

Please note: Due to Florida's very broad public records laws, most written communications to or from city employees regarding city business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Cox Communications
To: Sheri Bethea
Subject: Message From +18506821560
Date: Wednesday, April 29, 2026 10:23:16 AM
Attachments: message.wav

Hey, Ms. Cherry, this is Jessica with the City of Crestview's Clerk's Office. I was returning your call about the towing rates. We actually have a list of towing companies that the police department will call on, and they charge the rates to the person being towed. We don't have any contracts with any towing companies. If you have any other questions, you can please call me back. 850-682-1560. Thank you.

Maximum Fees For Non-Consensual Wrecker Service And Storage:

Class A Wrecker

	Destin Current	Okaloosa County Current	Proposed
Base Rate	$175.00	$200.00	$230.00
Hourly Rate - includes labor and equipment (including, for example, but not limited to dollies, jacks, tarps, absorbents, etc.)	$120.00	Not more than $200.00 per hour billable in quarter hours after the first 30 minutes at the scene	Not more than $200.00 per hour billable in quarter hours after the first 30 minutes at the scene
Inside Storage (When vehicle is stored for more than 6 hours)	$100.00 per day	$100.00 per day	$100.00 per day
Outside Storage (When vehicle is stored for more than 6 hours)	$75.00 per day	$75.00 per day	$75.00 per day
Administrative fee for vehicles stored longer than 48 hours	$80.00	$85.00	$85.00
Lien Release Fee	N/A	$165.00	$165.00

Class B Wrecker

	Destin	Okaloosa County	Proposed
Base Rate	$200.00	$300.00	$350.00
Hourly Rate - includes labor and equipment (including, for example, but not limited to dollies, jacks, tarps, absorbents, etc.)	$120.00	Not more than $250.00 per hour billable in quarter hours after the first 30 minutes at the scene	Not more than $250.00 per hour billable in quarter hours after the first 30 minutes at the scene
Inside Storage (When vehicle is stored for more than 6 hours)	$105.00 per day	$105.00 per day	$105.00 per day
Outside Storage (When vehicle is stored for more than 6 hours)	$75.00 per day	$100.00 per day	$100.00 per day
Administrative fee for vehicles stored longer than 48 hours	$80.00	$85.00	$85.00
Lien Release Fee	N/A	$165.00	$165.00

Class C Wrecker

	Destin	Okaloosa County	Proposed
Base Rate	$325.00	$450.00	$500.00
Hourly Rate - includes labor and equipment (including, for example, but not limited to dollies, jacks, tarps, absorbents, etc.)	$190.00	Not more than $250.00 per hour billable in quarter hours after the first 30 minutes at the scene	Not more than $250.00 per hour billable in quarter hours after the first 30 minutes at the scene
Inside Storage (When vehicle is stored for more than 6 hours)	$115.00 per day	$150.00 per day	$150.00 per day
Outside Storage (When vehicle is stored for more than 6 hours)	$95.00 per day	$150.00 per day	$150.00 per day
Administrative fee for vehicles stored longer than 48 hours	$80.00	$85.00	$85.00
Lien Release Fee	N/A	$165.00	$165.00

Maximum Fees For Private Property Towing and Storage

	Destin	Okaloosa County	Proposed
Class A Base Rate	$175.00	$200.00	$230.00
Class B Base Rate	$250.00	$300.00	$350.00
Class C Base Rate	$350.00	$450.00	$500.00
Hourly Rate - includes labor and equipment (including, for example, but not limited to dollies, jacks, tarps, absorbents, etc.)	N/A	Not more than $200.00 per hour billable in quarter hours after the first 30 minutes at the scene Class B and C - $250.00 per hour.	Not more than $200.00 per hour billable in quarter hours after the first 30 minutes at the scene Class B and C - $250.00 per hour.
Outside Storage (When vehicle is stored for more than 6 hours) Class A	$50.00 per day	$75.00 per day	$75.00 per day
Outside Storage (When vehicle is stored for more than 6 hours) Class B	$50.00 per day	$100.00 per day	$100.00 per day

Outside Storage (When vehicle is stored for more than 6 hours) Class C	$50.00 per day	$150.00 per day	$150.00 per day
Administrative fee for vehicles stored longer than 48 hours	$60.00	$85.00	$85.00
Lien Release Fee	N/A	$165.00	$165.00
After Hour Gate Fee	N/A	$75.00	$87.00

ITEM # 2026-781

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.K.

TO: City Council

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

FROM: Krystal Strickland, Finance Director
Jeffrey Cozadd, Projects, Grants and Contracts Manager
Michael Burgess, Public Works Director
Lisa Firth, Parks & Rec Director

DATE: May 12, 2026

SUBJECT: Capital Project Status - **Informational Only**

I. BACKGROUND: This item is informational only.

II. DISCUSSION: Please find attached a summary of the current capital improvement projects, showing status and Year-to-Date expenditures and encumbrances.

A. Link to Strategic Goals / Objectives: 1. Financially sound city providing service excellence

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION: Not applicable. Informational only.

Attachments:

1. 2026 0515 Capital

ITEM # 2026-781

Project
Status

CAPITAL PROJECT STATUS REPORT highlighted projects have grants

downloaded: 5/13/2026 9:35 AM

Council Objective	Project ID	Project Name	Life to Date Actuals	Status	Notes
1.6	100018	EN615-Cross-Town Connector	4,472,454	in progress	Phase 1 (strmwtr) completed Jan 2026. Phase 2 (road) started March 2026.
1.6	500028	BOCC-CrossTown Construction	2,951,583	in progress	See 100018 above.
1.6	500055	State-FDOT TRIP-CrossTown Construction	2,000,000	in progress	See 100018 above.
1.6	500022	State-FDOT-CrossTown ROW Acquisition	4,500,000	in progress	See 100018 above.
4.14	500048	State-FDOT-Destin Linear Multi-Use Trail Beach to Benning Approp	25,184	in progress	Engineering design completed. Construction is part of Crosstown Connector phase 2 contract (started March 2026).
4.14	100069	CRT17-Destin Multi-Use Trail	442,513	in progress	Destin 90% complete. Attaining easements. (4 remaining).
4.14	500023	State-FDOT-Destin Linear Multi-Use Trail Main to Airport Approp	261,480	in progress	See 100069 above.
4.9	100031	NORG2-Norriego Point Park Development	239,609	Completed	
4.9	500059	State-FDEP-Norriego Point Park	5,451,227	Completed	
5.6	100023	HURRC-Hurricane Response	-		For hurricane season (May to Oct) first days of debris cleanup.
5.3	100028	LB002-Library Remodel w/impact fees	64,755	in progress	Working with DAG to design growth necessitated remodel at a reasonable budget (under $300k).
4.7	100038	RC127-Pickleball Courts	517,222	in progress	Estimated completion June 2026.
4.7	500015	State-FDEP-Pickleball Court Construction	50,000	in progress	See 100038 above.
4.7	500047	TDC 12.5% -Pickleball	317,109	in progress	See 100038 above.
5.1	100040	RC132-Morgan - Batting Cage	139,609	in progress	Bringing electric lines to lights by end of June 2026.

Council Objective	Project ID	Project Name	Life to Date Actuals	Status	Notes
4.10a	100041	RC216-Clement Taylor Park Renovations	1,065,550	in progress	Estimated completion December 2026.
4.10a	500009	Fed-RESTORE-Clement Taylor Park Renovations	697,953	in progress	See 100041 above.
4.11	100058	SW56-Mattie Kelly Naturewalk Outfall	56,584	Completed	
4.11	500056	State-FDEP-Mattie Kelly Outfall	577,319	Completed	See 100058 above.
5.7	100063	TRSAF-Intersection Safety	70,389	in progress	Programmed by public works & safety committee.
1.3	100064	UNDER-Undergrounding	12,257,330	in progress	Conduit installation 100% complete (on time). Switching is next and waiting for FPL to complete their "betterment" project (eta Sept 2026, FPL waiting on materials). Wreck-out is the final phase.
5.2	100072	DREDG-Dredge Harbor	359,866	Completed	Dredging completed. Final invoice to be paid in full by end of May 2026.
5.2	500013	State-FDEP-Dredging Op Grant	100,000	Completed	See 100072 above.
5.2	500027	BOCC-Dredging Op Grant	399,141	Completed	See 100072 above.
5.8	100073	SW60-4 Prong Lake Stormwater	-	in progress	Dewberry hired by City in May 2026 to develop a design/build bid package.
5.8	500014	State-FDEP-4Prong Lake Outfall	-	in progress	See 100073 above.
5.8	500057	BOCC-4Prong Lake Outfall	274,550	in progress	See 100073 above.
6.02	100075	Dalton Threadgill infield artificial turf	130,880	Completed	
6.02	500052	Private Donor-Dalton Threadgill infield artificial turf	103,637	Completed	See 100075 above.
6.02	100076	Dalton Threadgill Ahtletic Field LED Lighting	-	paused	

Council Objective	Project ID	Project Name	Life to Date Actuals	Status	Notes
6.02	500053	Private Donor-Dalton Threadgill LED Field LIghting	-	paused	
5.9c	100077	Annex Office Space	16,160	in progress	Doors/windows ordered to arrive May 2026
xxx	100078	John Deere Gator Public Works Irrigation, Signs, Sidewalks	22,645	Completed	
4.19	500025	BOCC-Crystal Beach Park CIP	5,788,476	in progress	
4.19	500029	TDC 12.5%-Crystal Beach Park CIP	535,842	in progress	
4.19	500026	BOCC-Tarpon Beach Park CIP	8,435,883	in progress	Under construction. Estimated completion Summer 2026.
4.19	500030	TDC 12.5%-Tarpon Beach Park CIP	1,415,020	in progress	See 500026 above.
4.19	500038	TDC 12.5%-Tarpon Beach Park Land	9,270,863	in progress	See 500026 above.
xxx	500050	Youth Literacy Grant 2025-2026	4,008	Completed	
1.5	100012	CRH60-Pedestrian Pathway Under Marler Bridge	220,233	in progress	Baskerville working with FDOT for permitting, and then will complete the design.
1.7	100081	Dalton Threadgill Park Parking Expansion	454,167	in progress	Property at 446 Calhoun purchased. Engineering design work order in process.
3.2	100043	RR051-General Government Renew/Replace	-	not started	Funding to replace an HVAC unit.
3.2	100046	RR054-Roads, Sidewalks, Street Lighting Renew/Replace	2,750,726	in progress	$2.4m of roadways in process, to be completed by March 2026. Remaining $3.4m of roadways to be brought to Council for approval.
3.2	100047	RR571-Library Renewal/Replacement	10,494	in progress	Funding to replace sod, paint, monument sign.
3.2	100029	LBOOK-Library Annual additions to collections	28,239	in progress	
3.2	100048	RR572-Parks Renewal/Replacement	18,240	in progress	

Council Objective	Project ID	Project Name	Life to Date Actuals	Status	Notes
3.2	100052	RRV57-Parks Replacement Vehicles	134,358	in progress	
3.2	100049	RR573-Recreation Renewal/Replacement	708,873	in progress	$652k PO for community ctr roof authorized 04/20/26 to ICE. Com ctr doors/windows/stucco plans next.
xxx	100071	Motorized Equip/Vehicles	11,104	in progress	
	500044	TDC 12.5%-FY25+ Beachfront Park Operations	471,946	in progress	
	500011	State-FDEP-Leonard Destin Park Operations	544,538	in progress	
	500058	City of Destin Vulnerability Assessment and Adaptation Plan Updates	457,900	started	$457k PO authorized 04/07/26 to Dewberry
		GRAND TOTAL life-to-date exps	**68,825,660**		
		FY 2026 Budget	43,398,876		
		FY 2026 Actuals + Encumbrances	33,429,034		
		FY 2026 Remaining Budget	9,969,841		

		FY 2026 Budget
Council Objectives		
1.1	Work with Stakeholders to pursue a Destin City Center	$ -
1.2	Public waterfront acquisition initiative	-
1.3	Underground utilities	6,054,382
1.4	Stahlman/US 98 pedestrian and vehicle Improvements in cooperation with FDOT	-
1.5	Pedestrian access concepts under the Marler Bridge	91,665
1.6	Two-lane Crosstown Connector	9,720,363
1.7	Improve parking, explore options (parking garage, surface parking)	530,000
1.8	Annexation of unincorporated enclaves (Op Budget)	-
1.9	Morgan Sports Center and Dalton Threadgill Park Master Plan for renovations (Op Budget)	-
1.10	Support for regional Transit and Ferry systems	-
1.11	City Marina (Feasibility Study + Construction)	-
1.12	Support Beach Re-nourishment, planning, scheduling in partnership with the County/State	-
1.13	Support regional workforce housing initiatives	-
Management Objectives		-
2.1-2.11	These are management-related, not capital project related	-
Management in Progress (capital projects only listed below)		-
3.2	Plan for renewal and replacement of city facilities and infrastructure	7,425,555
3.6	Develop/Implement Wayfinding Program; Improve the City's gateways	-
3.8	Improve sidewalks (install missing sections, improve user safety, wider, more walkable)	-
Major Projects (CIP in progress only)		-
4.7	Pickleball Courts: Complete design and construct	725,000
4.8	FDOT Median Improvement project	-
4.9	Norriego Point Park improvements Phase III	5,451,227
4.10	Renovate Clement Taylor Park	1,685,586
4.11	Redevelop Joe's Bayou Recreation Area	1,200,000
4.12	Continuity of streelights/Conversion to LEDs	-
4.13	Implement prioritized stormwater improvements based on the Stormwater Mast Plan	-
4.14	Linear Trail/Sun Trail: Secure additional funding, complete design, secure required easements, construct Phase 1 trail Mattie Kelly Blvd to 98 Plams	36,336
4.18	Complete Beach to Benning portion of the Crosstown Connector (see funded 1.6)	-

4.19	Complete improvements to the Shore at Crystal Beach Park & Tarpon Park		4,323,773
	TOTAL for items on the Strategic Plan	$	36,531,745
	Total Capital Budget	**$**	**38,728,598**
	% FOR STRATEGIC PLAN		**94%**

NOT ON COUNCIL OBJECTIVE LIST:		FY 2026 Budget
5.1	Upgrades to Morgan Sport Center (Bathrooms; Storage; Shade; Batting Cage; Artificial infields)	168,482
5.2	Dredge Harbor Channel	1,016,625
5.3	Upgrade/Remodel and expand Library	275,358
5.4	Code Enforcement New Equipment	-
5.5	Building Inspector New Equipment	-
5.6	Hurricane Response (first 30 days; Debris Removal)	100,000
5.7	Public Works Safety Committee - Intersection and Crossing Safety	132,131
5.8	4-Prong Lake Stormwater	2,600,000
5.9b	Median Maintenance Equipment (start-up year)	-
5.9c	City Hall Annex Renovations (office space for needed staff)	76,000
5.9d	Lightening protection for City Hall Annex	-
6.0	Navigational Channel Improvements & Maintenance (formerly 107 Study)	-
6.01	Upgrade/Remodel and expand Community Center	-
6.02	Ugrades to Dalton Threadgill (turf, drainage, property line issues, parking)	455,709
6.03	Improve roadway interconnectivity	-
6.04	Design of park elements at Crosstown Road	-
6.05	Boardwalk improvements & extension	-
6.06	One way studies (stahlman/98; crystal beach)	-
6.07	Traffic Calming measures	-
xxx	Other small projects	41,000
	TOTAL for additional projects not on Plan	$ 2,196,853
	TOTAL for all projects	$ 38,728,598

ITEM # 2026-782

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.L.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: May 13, 2026

SUBJECT: Operations Financial Report - **Informational Only**

I. BACKGROUND: This item is informational only.

II. DISCUSSION: Year-to-date budget versus actuals shall be provided to Council within forty-five days of the month end. Governmental funds are accounted for on a modified accrual basis, which excludes long-term assets and liabilities.

The operational report for the last month of the fiscal year (September) is held open for 45 days to allow all contractors and subcontractors to submit their final bills for work completed through September 30th as required to meet GASB standards of modified accrual accounting. The final accounting is completed within 60 days of the fiscal year end, resulting in delayed reporting.

Highlights of the period ending 04/30/2026:

- At the end of April, we were 58% of the way through Fiscal Year 2026, which is October 1 - September 30, 2026.
- 94% of taxes have been received. The majority of property taxes arrived December - February. Other taxes such as Communication Sales Tax and the two Gas Taxes are received in equal monthly installments from the State of Florida.
- We have expended and encumbered 59% of the Operating Budget.
- We have expended and encumbered 76% ($31m/$41m) of the Capital Budget.
- The net change in total fund balance is a year-to-date increase of $3 million.

The reserve committed by Resolution 12-20 is $16.9 million which is equivalent to 1 year of

debt service + 3 months operating costs for operations + 3 months operating costs for emergencies.

Details for all funds are on file with the Finance Department, and are available upon request.

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

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION: Not applicable. Item is informational only.

Attachments:

1. 2026p06 April Ops Fin

City of Destin

FY 2026 10/01/2025 - 05/13/2026

last updated: 5/13/2026, 1:37 PM

FY 2026 Budget Vs Actuals

Council Trend	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
10 Taxes	18,319,108	17,180,836	-	1,138,273	18,421,494
11 Intergovermental Revenue	25,698,081	8,985,700	-	16,712,381	22,551,615
12 Permits, Fees, & Special Assessments	7,788,504	4,765,177	-	3,023,327	6,960,900
13 Charges For Services	1,415,371	519,499	-	895,871	1,337,366
14 Judgements, Fines, & Forfeits	56,500	64,502	-	(8,002)	87,616
15 Miscellaneous Revenues	1,343,404	1,002,919	-	340,485	1,796,556
16 Other Sources	-	-	-	-	-
17 Transfers In	8,932,838	7,392,413	-	1,540,425	9,005,815
Total Cash In	63,553,805	39,911,046	-	23,642,759	60,161,363
20 Personnel Services	7,828,971	3,788,486	-	4,040,485	6,250,646
21 Personnel Taxes & Benefits	2,741,831	1,409,820	-	1,332,011	2,426,359
22 Operating Expenses	12,000,089	5,864,318	2,548,828	3,586,944	10,237,371
23 Grants And Aids	17,000	10,839	-	6,161	15,452
24 Debt Service	5,697,731	3,169,617	26,823	2,501,292	5,508,666
25 Capital Outlay	41,187,875	15,258,390	15,893,456	10,036,029	32,381,288
26 Transfers Out	8,932,838	7,392,413	-	1,540,425	9,015,775
Total Cash Out	78,406,335	36,893,881	18,469,107	23,043,347	65,835,557
NET CHANGE	(14,852,529)	3,017,165			(5,674,194)
BEGINNING BALANCE	69,733,719	69,733,719			69,644,590
ENDING BALANCE	54,881,190	72,750,884			64,048,796

GENERAL FUND	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
001 General Fund-10 Taxes	14,054,119	13,269,051	-	785,069	14,165,433
001 General Fund-11 Intergovermental Revenue	3,600,514	1,357,253	-	2,243,261	3,208,406
001 General Fund-12 Permits, Fees, & Special Asse	5,415,898	3,210,331	-	2,205,566	4,433,511
001 General Fund-13 Charges For Services	676,541	393,616	-	282,924	602,299
001 General Fund-14 Judgements, Fines, & Forfeits	56,400	54,189	-	2,211	77,703
001 General Fund-15 Miscellaneous Revenues	516,600	108,865	-	407,735	443,156
001 General Fund-16 Other Sources	-	-	-	-	-
001 General Fund-17 Transfers In	-	-	-	-	-
Total Cash In	24,320,072	18,393,305	-	5,926,766	22,930,508
001 General Fund-20 Personnel Services	7,125,713	3,440,473	-	3,685,240	5,644,902
001 General Fund-21 Personnel Taxes & Benefits	2,466,579	1,287,213	-	1,179,366	2,186,408
001 General Fund-22 Operating Expenses	10,300,340	5,026,747	2,034,424	3,239,169	8,742,655
001 General Fund-23 Grants And Aids	17,000	10,839	-	6,161	15,452
001 General Fund-24 Debt Service	191,842	36,017	26,823	129,002	70,835
001 General Fund-25 Capital Outlay	1,380,967	439,307	525,852	415,808	971,414
001 General Fund-26 Transfers Out	3,763,780	3,405,679	-	358,101	3,790,905
Total Cash Out	25,246,221	13,646,275	2,587,099	9,012,847	21,422,570
NET CHANGE	(926,149)	4,747,030			1,507,938
BEGINNING BALANCE	35,793,131	35,793,131			35,793,131
ENDING BALANCE	34,866,981	40,540,161			37,301,069

BUILDING INSPECTION (Restricted by State Statute)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
101 Florida Building Code Fund-12 Permits, Fees, &	1,248,161	842,709	-	405,452	1,231,602
101 Florida Building Code Fund-13 Charges For Serv	32,830	27,563	-	5,268	41,160
101 Florida Building Code Fund-14 Judgements, Fin	100	10,313	-	(10,213)	9,913
101 Florida Building Code Fund-15 Miscellaneous R	5,000	7,610	-	(2,610)	12,256
101 Florida Building Code Fund-17 Transfers In	-	-	-	-	-
Total Cash In	1,286,091	888,194	-	397,896	1,294,931
101 Florida Building Code Fund-20 Personnel Servic	658,247	322,372	-	335,875	562,119
101 Florida Building Code Fund-21 Personnel Taxes	264,488	114,663	-	149,825	225,806
101 Florida Building Code Fund-22 Operating Exper	192,402	49,415	15,742	127,244	90,954
101 Florida Building Code Fund-25 Capital Outlay	-	-	-	-	-
101 Florida Building Code Fund-26 Transfers Out	81,071	76,204	-	4,867	108,016
Total Cash Out	1,196,208	562,654	15,742	617,812	986,894
NET CHANGE	89,883	325,540			308,036
BEGINNING BALANCE	230,466	230,466			230,466
ENDING BALANCE	320,349	556,007			538,502

NPEB WATER QUALITY (Committed by City Ordinance)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
102 Npeb Water Quality Fund-12 Permits, Fees, & S	25,000	51,351	-	(26,351)	40,851
102 Npeb Water Quality Fund-15 Miscellaneous Re	5,000	6,137	-	(1,137)	7,776
102 Npeb Water Quality Fund-17 Transfers In	-	-	-	-	-
Total Cash In	30,000	57,488	-	(27,488)	48,628
102 Npeb Water Quality Fund-22 Operating Expens	146,905	125,756	-	21,149	137,756
102 Npeb Water Quality Fund-25 Capital Outlay	-	-	-	-	-
102 Npeb Water Quality Fund-26 Transfers Out	-	-	-	-	-
Total Cash Out	146,905	125,756	-	21,149	137,756
NET CHANGE	(116,905)	(68,268)			(89,129)
BEGINNING BALANCE	283,953	283,953			194,824
ENDING BALANCE	167,048	215,684			184,096

PARKING (Committed by Council Resolution)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
103 Parking Fund-13 Charges For Services	706,000	98,320	-	607,680	693,907
103 Parking Fund-14 Judgements, Fines, & Forfeits	-	-	-	-	-
103 Parking Fund-15 Miscellaneous Revenues	55,000	55,700	-	(700)	79,635
Total Cash In	761,000	154,020	-	606,980	773,542
103 Parking Fund-22 Operating Expenses	404,704	29,886	361,080	13,739	397,726
103 Parking Fund-25 Capital Outlay	80,000	-	-	80,000	-
103 Parking Fund-26 Transfers Out	-	-	-	-	-
Total Cash Out	484,704	29,886	361,080	93,739	397,726
NET CHANGE	276,296	124,135			375,816
BEGINNING BALANCE	2,720,233	2,720,233			2,720,233
ENDING BALANCE	2,996,529	2,844,368			3,096,049

PERMITTING TECHNOLOGY (Committed by Council Resolution)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
105 Permit & License Technology Fund-15 Miscella	10,300	17,081	-	(6,781)	24,682
105 Permit & License Technology Fund-17 Transfer	178,071	220,078	-	(42,007)	250,753
Total Cash In	188,371	237,160	-	(48,789)	275,435

105 Permit & License Technology Fund-22 Operatir	132,959	73,105	21,463	38,391	124,473
105 Permit & License Technology Fund-25 Capital C	-	-	-	-	-
105 Permit & License Technology Fund-26 Transfer	-	-	-	-	-
Total Cash Out	132,959	73,105	21,463	38,391	124,473
NET CHANGE	55,412	164,055			150,962
BEGINNING BALANCE	745,252	745,252			745,252
ENDING BALANCE	800,664	909,307			896,214

TOWN CENTER CRA ends 2037 (Restricted by State Statute)	**Revised Budget**	**Actual**	**Encumbrances**	**Remaining Balance**	**FY 2026 Projection**
106 Cra Town Center Fund-10 Taxes	2,273,265	2,273,265	-	0	2,273,265
106 Cra Town Center Fund-15 Miscellaneous Rever	80,000	70,065	-	9,935	93,759
Total Cash In	2,353,265	2,343,329	-	9,936	2,367,024
106 Cra Town Center Fund-20 Personnel Services	22,505	12,820	-	9,685	21,813
106 Cra Town Center Fund-21 Personnel Taxes & B	5,382	3,972	-	1,410	7,072
106 Cra Town Center Fund-22 Operating Expenses	153,150	38,129	38,366	76,655	108,477
106 Cra Town Center Fund-25 Capital Outlay	17,487	8,875	-	8,612	8,875
106 Cra Town Center Fund-26 Transfers Out	999,667	666,900	-	332,767	1,000,110
Total Cash Out	1,198,191	730,696	38,366	429,129	1,146,347
NET CHANGE	1,155,074	1,612,634			1,220,677
BEGINNING BALANCE	1,320,512	1,320,512			1,320,512
ENDING BALANCE	2,475,587	2,933,146			2,541,189

HARBOR CRA ends 2043 (Restricted by State Statute)	**Revised Budget**	**Actual**	**Encumbrances**	**Remaining Balance**	**FY 2026 Projection**
107 Cra Harbor District Fund-10 Taxes	1,221,724	1,221,723	-	1	1,221,723
107 Cra Harbor District Fund-15 Miscellaneous Rev	27,000	18,926	-	8,074	23,127
107 Cra Harbor District Fund-17 Transfers In	-	-	-	-	-
Total Cash In	1,248,724	1,240,650	-	8,074	1,244,850
107 Cra Harbor District Fund-20 Personnel Services	22,505	12,820	-	9,685	21,813
107 Cra Harbor District Fund-21 Personnel Taxes &	5,382	3,972	-	1,410	7,072
107 Cra Harbor District Fund-22 Operating Expense	91,037	22,131	25,097	43,808	62,806
107 Cra Harbor District Fund-25 Capital Outlay	-	-	-	-	-
107 Cra Harbor District Fund-26 Transfers Out	1,530,274	1,022,892	-	507,382	1,531,240
Total Cash Out	1,649,198	1,061,815	25,097	562,286	1,622,931
NET CHANGE	(400,474)	178,835			(378,080)
BEGINNING BALANCE	790,304	790,304			790,304
ENDING BALANCE	389,830	969,139			412,224

FDEP WATER QUALITY (Restricted by Grantor Agreement)	**Revised Budget**	**Actual**	**Encumbrances**	**Remaining Balance**	**FY 2026 Projection**
108 Fdep Water Quality Fund-15 Miscellaneous Rev	2,025	2,045	-	(20)	3,594
108 Fdep Water Quality Fund-17 Transfers In	-	-	-	-	-
Total Cash In	2,025	2,045	-	(20)	3,594
108 Fdep Water Quality Fund-22 Operating Expens	78,530	-	52,655	25,875	73,355
108 Fdep Water Quality Fund-25 Capital Outlay	-	-	-	-	-
Total Cash Out	78,530	-	52,655	25,875	73,355
NET CHANGE	(76,505)	2,045			(69,761)
BEGINNING BALANCE	92,771	92,771			92,771
ENDING BALANCE	16,266	94,816			23,010

OKALOOSA HALF PENNY ends 12/2028 (Committed by Council Motion)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
109 Okaloosa Half-Penny Fund-11 Intergovermenta	1,719,730	743,683	-	976,047	1,621,664
109 Okaloosa Half-Penny Fund-15 Miscellaneous R	130,000	142,773	-	(12,773)	223,160
109 Okaloosa Half-Penny Fund-17 Transfers In	-	-	-	-	-
Total Cash In	1,849,730	886,456	-	963,274	1,844,824
109 Okaloosa Half-Penny Fund-22 Operating Expen	-	-	-	-	-
109 Okaloosa Half-Penny Fund-25 Capital Outlay	1,753,531	245,704	637,920	869,907	881,584
109 Okaloosa Half-Penny Fund-26 Transfers Out	1,853,977	1,734,743	-	119,234	1,853,976
Total Cash Out	3,607,508	1,980,447	637,920	989,141	2,735,561
NET CHANGE	(1,757,778)	(1,093,992)			(890,736)
BEGINNING BALANCE	7,181,078	7,181,078			7,181,078
ENDING BALANCE	5,423,300	6,087,086			6,290,342

2013 LOAN DEBT SERVICE 3.04% (Payoff 08/2031)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
213 2013 Revenue Refunding Note Fund-15 Miscell	5,000	4,475	-	525	8,558
213 2013 Revenue Refunding Note Fund-17 Transfe	552,000	367,718	-	184,282	551,498
Total Cash In	557,000	372,193	-	184,807	560,055
213 2013 Revenue Refunding Note Fund-22 Operat	5	1	-	4	2
213 2013 Revenue Refunding Note Fund-24 Debt S	551,850	45,186	-	506,664	551,801
213 2013 Revenue Refunding Note Fund-26 Transfe	-	-	-	-	-
Total Cash Out	551,855	45,187	-	506,668	551,803
NET CHANGE	5,145	327,006			8,252
BEGINNING BALANCE	108,169	108,169			108,169
ENDING BALANCE	113,314	435,175			116,421

2014 LOAN DEBT SERVICE 3.41% (Payoff 06/2037)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
214 2014 Revenue Refunding Note Fund-15 Miscell	5,000	6,946	-	(1,946)	10,220
214 2014 Revenue Refunding Note Fund-17 Transfe	733,000	488,290	-	244,710	732,477
Total Cash In	738,000	495,236	-	242,764	742,696
214 2014 Revenue Refunding Note Fund-22 Operat	5	1	-	4	3
214 2014 Revenue Refunding Note Fund-24 Debt S	734,275	121,574	-	612,701	732,361
214 2014 Revenue Refunding Note Fund-26 Transfe	-	-	-	-	-
Total Cash Out	734,280	121,575	-	612,705	732,364
NET CHANGE	3,720	373,660			10,332
BEGINNING BALANCE	263,934	263,934			263,934
ENDING BALANCE	267,654	637,594			274,265

2021 LOAN DEBT SERVICE 1.139% (Payoff 03/2029)	Revised Budget	Actual	Encumbrances	Remaining Balance	FY 2026 Projection
221 2021 Revenue Refunding Note Fund-15 Miscell	500	761	-	(261)	1,129
221 2021 Revenue Refunding Note Fund-16 Other S	-	-	-	-	-
221 2021 Revenue Refunding Note Fund-17 Transfe	1,305,260	868,429	-	436,831	1,305,259
Total Cash In	1,305,760	869,191	-	436,569	1,306,388
221 2021 Revenue Refunding Note Fund-22 Operat	5	3	-	2	5
221 2021 Revenue Refunding Note Fund-24 Debt S	1,305,260	868,429	-	436,831	1,305,259
221 2021 Revenue Refunding Note Fund-26 Transfe	-	-	-	-	-
Total Cash Out	1,305,265	868,432	-	436,833	1,305,264

NET CHANGE	495	759			1,124
BEGINNING BALANCE	2,749	2,749			2,749
ENDING BALANCE	3,244	3,508			3,874

2023 LOAN 0% (Payoff 09/2032)	**Revised Budget**	**Actual**	**Encumbrances**	**Remaining Balance**	**FY 2026 Projection**
223 2023 Tdc Advance Fund-11 Intergovermental R	750,000	-	-	750,000	750,000
223 2023 Tdc Advance Fund-16 Other Sources	-	-	-	-	-
223 2023 Tdc Advance Fund-17 Transfers In	-	-	-	-	-
Total Cash In	750,000	-	-	750,000	750,000
223 2023 Tdc Advance Fund-24 Debt Service	750,000	-	-	750,000	750,000
223 2023 Tdc Advance Fund-25 Capital Outlay	-	-	-	-	-
223 2023 Tdc Advance Fund-26 Transfers Out	-	-	-	-	-
Total Cash Out	750,000	-	-	750,000	750,000
NET CHANGE	-	-	-	-	-
BEGINNING BALANCE	-	-	-	-	-
ENDING BALANCE	-	-	-	-	-

2024 LOAN DEBT SERVICE 3.48% (Payoff 10/2029 possible ext to 10/2039)	**Revised Budget**	**Actual**	**Encumbrances**	**Remaining Balance**	**FY 2026 Projection**
224 2024 Capital Project Note Fund-15 Miscellanec	2,000	9,842	-	(7,842)	18,146
224 2024 Capital Project Note Fund-16 Other Sourc	-	-	-	-	-
224 2024 Capital Project Note Fund-17 Transfers In	2,164,507	1,447,898	-	716,609	2,165,829
Total Cash In	2,166,507	1,457,740	-	708,767	2,183,975
224 2024 Capital Project Note Fund-22 Operating E	20	1	-	19	3
224 2024 Capital Project Note Fund-24 Debt Servic	2,164,504	2,098,411	-	66,093	2,098,411
224 2024 Capital Project Note Fund-26 Transfers O	-	-	-	-	-
Total Cash Out	2,164,524	2,098,412	-	66,112	2,098,414
NET CHANGE	1,983	(640,672)			85,561
BEGINNING BALANCE	1,020,154	1,020,154			1,020,154
ENDING BALANCE	1,022,137	379,481			1,105,715

RENEWAL & REPLACEMENT FUND (Committed by Council Resolution)	**Revised Budget**	**Actual**	**Encumbrances**	**Remaining Balance**	**FY 2026 Projection**
301 Renewal & Replacement Fund-10 Taxes	530,000	294,159	-	235,841	526,435
301 Renewal & Replacement Fund-12 Permits, Fees	-	47,668	-	(47,668)	47,668
301 Renewal & Replacement Fund-15 Miscellaneou	31,500	119,555	-	(88,055)	173,738
301 Renewal & Replacement Fund-17 Transfers In	4,000,000	4,000,000	-	-	4,000,000
Total Cash In	4,561,500	4,461,383	-	100,117	4,747,842
301 Renewal & Replacement Fund-22 Operating Ex	10	-	-	10	-
301 Renewal & Replacement Fund-25 Capital Outla	6,317,212	1,775,194	181,319	4,360,699	3,046,512
301 Renewal & Replacement Fund-26 Transfers Ou	-	-	-	-	-
Total Cash Out	6,317,222	1,775,194	181,319	4,360,709	3,046,512
NET CHANGE	(1,755,722)	2,686,189			1,701,329
BEGINNING BALANCE	3,703,735	3,703,735			3,703,735
ENDING BALANCE	1,948,014	6,389,924			5,405,065

CAPITAL GRANTS (Restricted by Grant Agreements)	**Revised Budget**	**Actual**	**Encumbrances**	**Remaining Balance**	**FY 2026 Projection**
305 Capital Grant Fund-11 Intergovermental Reven	19,627,837	6,884,765	-	12,743,073	16,971,545
305 Capital Grant Fund-15 Miscellaneous Revenues	229,729	103,637	-	126,091	203,220
305 Capital Grant Fund-16 Other Sources	-	-	-	-	-

305 Capital Grant Fund-17 Transfers In	-	-	-	-	-
Total Cash In	19,857,566	6,988,402	-	12,869,164	17,174,764
305 Capital Grant Fund-22 Operating Expenses	500,000	499,141	-	859	499,141
305 Capital Grant Fund-24 Debt Service	-	-	-	-	-
305 Capital Grant Fund-25 Capital Outlay	19,357,566	7,820,681	8,875,724	2,661,160	16,648,987
305 Capital Grant Fund-26 Transfers Out	-	-	-	-	-
Total Cash Out	19,857,566	8,319,823	8,875,724	2,662,019	17,148,129
NET CHANGE	(0)	(1,331,421)			26,636
BEGINNING BALANCE	(26,635)	(26,635)			(26,635)
ENDING BALANCE	(26,635)	(1,358,056)			0

Gas Tax #2 (Restricted by State Statute)	**Revised Budget**	**Actual**	**Encumbrances**	**Remaining Balance**	**FY 2026 Projection**
306 Gas Tax#2 Fund-10 Taxes	240,000	122,638	-	117,362	234,638
306 Gas Tax#2 Fund-15 Miscellaneous Revenues	6,000	20,484	-	(14,484)	29,887
306 Gas Tax#2 Fund-17 Transfers In	-	-	-	-	-
Total Cash In	246,000	143,122	-	102,878	264,525
306 Gas Tax#2 Fund-22 Operating Expenses	5	-	-	5	1
306 Gas Tax#2 Fund-25 Capital Outlay	700,000	-	-	700,000	-
306 Gas Tax#2 Fund-26 Transfers Out	241,730	177,792	-	63,938	271,123
Total Cash Out	941,735	177,792	-	763,943	271,124
NET CHANGE	(695,735)	(34,670)			(6,599)
BEGINNING BALANCE	919,156	919,156			919,156
ENDING BALANCE	223,421	884,486			912,557

ELECTRIC FRANCHISE ends 2051 (Restricted by City Ordinance)	**Revised Budget**	**Actual**	**Encumbrances**	**Remaining Balance**	**FY 2026 Projection**
307 Electric Franchise For Undergrounding-12 Perm	930,000	383,479	-	546,521	933,243
307 Electric Franchise For Undergrounding-15 Misc	51,500	70,748	-	(19,248)	108,791
307 Electric Franchise For Undergrounding-17 Tran	-	-	-	-	-
Total Cash In	981,500	454,227	-	527,273	1,042,034
307 Electric Franchise For Undergrounding-22 Oper	12	-	-	12	-
307 Electric Franchise For Undergrounding-25 Capi	1,018,000	-	868,000	150,000	908,000
307 Electric Franchise For Undergrounding-26 Tran	462,339	308,203	-	154,136	460,405
Total Cash Out	1,480,351	308,203	868,000	304,148	1,368,405
NET CHANGE	(498,851)	146,024			(326,371)
BEGINNING BALANCE	3,345,756	3,345,756			3,345,756
ENDING BALANCE	2,846,905	3,491,780			3,019,385

PUBLIC SAFETY IMPACT FEE (Restricted by State Statute)	**Revised Budget**	**Actual**	**Encumbrances**	**Remaining Balance**	**FY 2026 Projection**
310 Police Impact Fee Fund-12 Permits, Fees, & Spe	3,025	1,542	-	1,482	3,380
310 Police Impact Fee Fund-15 Miscellaneous Reve	-	406	-	(406)	682
310 Police Impact Fee Fund-17 Transfers In	-	-	-	-	-
Total Cash In	3,025	1,948	-	1,077	4,062
310 Police Impact Fee Fund-22 Operating Expenses	-	-	-	-	11
310 Police Impact Fee Fund-25 Capital Outlay	-	-	-	-	-
310 Police Impact Fee Fund-26 Transfers Out	-	-	-	-	-
Total Cash Out	-	-	-	-	11
NET CHANGE	3,025	1,948			4,051

BEGINNING BALANCE	19,031	19,031			19,031
ENDING BALANCE	22,056	20,979			23,082

MOBILITY FEE (Restricted by State Statute)	**Revised Budget**	**Actual**	**Encumbrances**	**Remaining Balance**	**FY 2026 Projection**
311 Transportation Impact Fee Fund-12 Permits, Fe	96,033	185,887	-	(89,854)	225,697
311 Transportation Impact Fee Fund-15 Miscellane	40,500	45,710	-	(5,210)	68,763
311 Transportation Impact Fee Fund-17 Transfers I	-	-	-	-	-
Total Cash In	136,533	231,597	-	(95,065)	294,460
311 Transportation Impact Fee Fund-22 Operating	-	-	-	-	1
311 Transportation Impact Fee Fund-25 Capital Out	1,616,428	7,080	1,143,628	465,719	1,150,708
311 Transportation Impact Fee Fund-26 Transfers C	-	-	-	-	-
Total Cash Out	1,616,428	7,080	1,143,628	465,719	1,150,709
NET CHANGE	(1,479,895)	224,517			(856,250)
BEGINNING BALANCE	1,989,502	1,989,502			1,989,502
ENDING BALANCE	509,607	2,214,018			1,133,252

LIBRARY IMPACT FEE (Restricted by State Statute)	**Revised Budget**	**Actual**	**Encumbrances**	**Remaining Balance**	**FY 2026 Projection**
312 Library Impact Fee Fund-12 Permits, Fees, & Sp	13,746	10,317	-	3,429	12,127
312 Library Impact Fee Fund-15 Miscellaneous Rev	5,250	6,336	-	(1,086)	9,203
312 Library Impact Fee Fund-17 Transfers In	-	-	-	-	-
Total Cash In	18,996	16,653	-	2,343	21,330
312 Library Impact Fee Fund-22 Operating Expense	-	-	-	-	1
312 Library Impact Fee Fund-25 Capital Outlay	275,358	17,358	20,670	237,330	38,028
Total Cash Out	275,358	17,358	20,670	237,330	38,028
NET CHANGE	(256,362)	(705)			(16,698)
BEGINNING BALANCE	274,996	274,996			274,996
ENDING BALANCE	18,634	274,291			258,297

PARKS IMPACT FEE (Restricted by State Statute)	**Revised Budget**	**Actual**	**Encumbrances**	**Remaining Balance**	**FY 2026 Projection**
313 Park Impact Fee Fund-12 Permits, Fees, & Spec	56,642	31,892	-	24,750	32,822
313 Park Impact Fee Fund-15 Miscellaneous Reven	10,500	9,685	-	815	15,520
313 Park Impact Fee Fund-17 Transfers In	-	-	-	-	-
Total Cash In	67,142	41,577	-	25,565	48,342
313 Park Impact Fee Fund-22 Operating Expenses	-	-	-	-	1
313 Park Impact Fee Fund-25 Capital Outlay	-	-	-	-	-
313 Park Impact Fee Fund-26 Transfers Out	-	-	-	-	-
Total Cash Out	-	-	-	-	1
NET CHANGE	67,142	41,577			48,341
BEGINNING BALANCE	465,847	465,847			465,847
ENDING BALANCE	532,989	507,425			514,188

ITEM # 2026-783

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.M.

TO: City Council

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

FROM: Krystal Strickland, Finance Director

DATE: May 12, 2026

SUBJECT: TDC Monthly Report - **Informational Only**

I. BACKGROUND: In August 2023, Council requested a monthly update of collections of the Tourist Develop

Short-Term rental owners submit monthly reports and remit payment of TDT to the Okaloosa County Clerk.

— HOW OFTEN ARE THESE TAXES REMITTED?

Tax return and payment are remitted monthly. A tax return is due even when no rental activity has o
reporting period. The tax return and payment are due the first day of the month following collection
considered delinquent if not postmarked by the 20th of the month following the close of the reportin
the January reporting period is from January 1 through January 31, the tax return and full payment
no later than the February 20th. There is an exception allowable for quarterly filing where payment
less of tax paid annually.

Attached is the latest available report.

Report Location:
https://okaloosaclerk.com/board-services/tourist-development-tax/

At bottom of the Okaloosa Clerk's page see link:
Click here to get the monthly Tourist Tax Collection Report.

OR:

https://app.powerbigov.us/view?r=eyJrIjoiNGQxNjBiMjktOTk3OC00ODgxLTg3MzYtZmI1YjhjZThlN2E1Iiv

II. DISCUSSION: This report created by Okaloosa County is informational only.

Fiscal year to date collections (October-March 2025 vs October-March 2026) are cumulatively 2.26% higher.

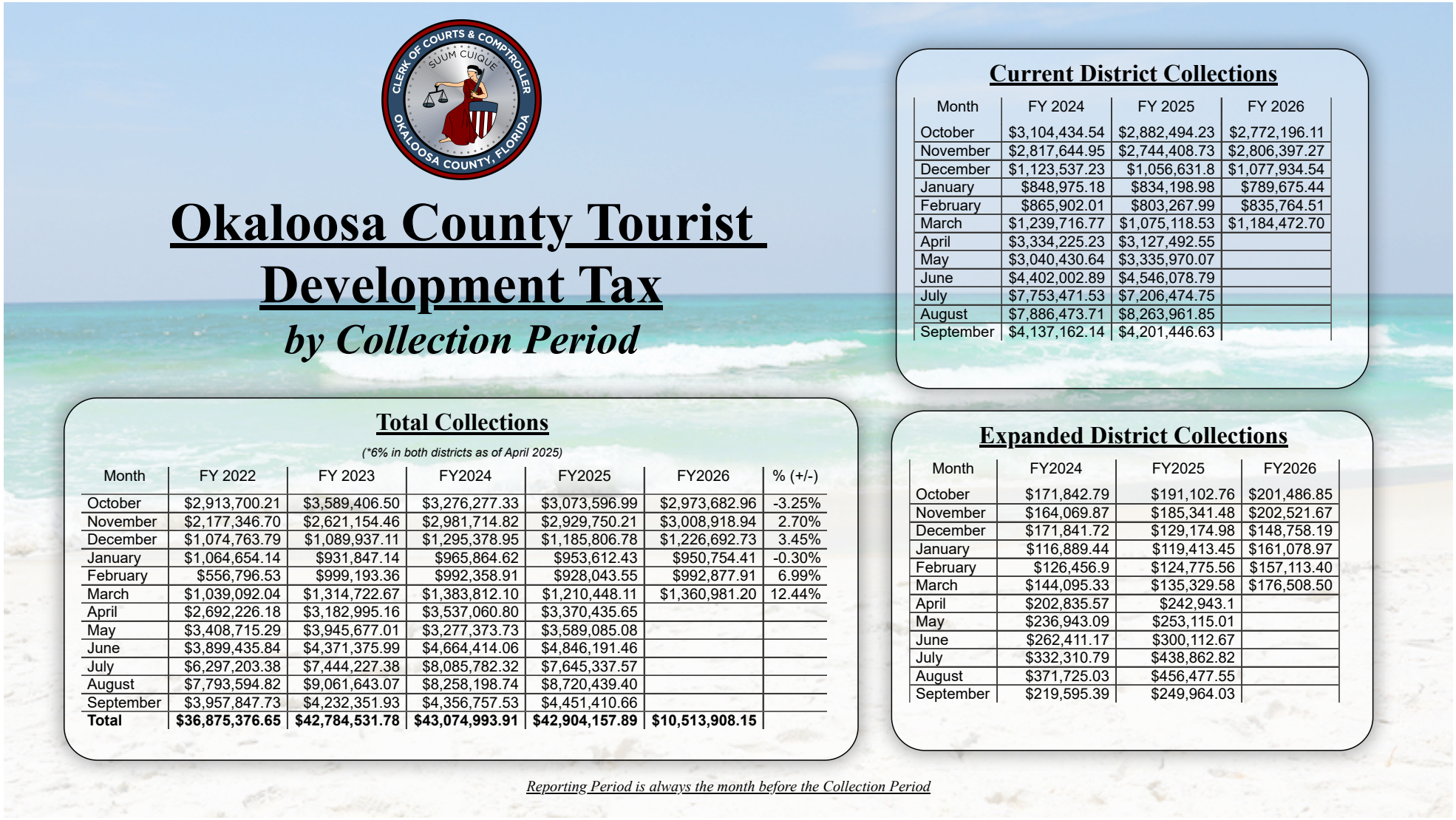
The April 2026 TDC report has not yet been published (as of 05/12/2026).

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

E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION: Informational only.



Okaloosa County Tourist Development Tax

by Collection Period

Current District Collections

Month	FY 2024	FY 2025	FY 2026
October	$3,104,434.54	$2,882,494.23	$2,772,196.11
November	$2,817,644.95	$2,744,408.73	$2,806,397.27
December	$1,123,537.23	$1,056,631.8	$1,077,934.54
January	$848,975.18	$834,198.98	$789,675.44
February	$865,902.01	$803,267.99	$835,764.51
March	$1,239,716.77	$1,075,118.53	$1,184,472.70
April	$3,334,225.23	$3,127,492.55	
May	$3,040,430.64	$3,335,970.07	
June	$4,402,002.89	$4,546,078.79	
July	$7,753,471.53	$7,206,474.75	
August	$7,886,473.71	$8,263,961.85	
September	$4,137,162.14	$4,201,446.63	

Total Collections

*(*6% in both districts as of April 2025)*

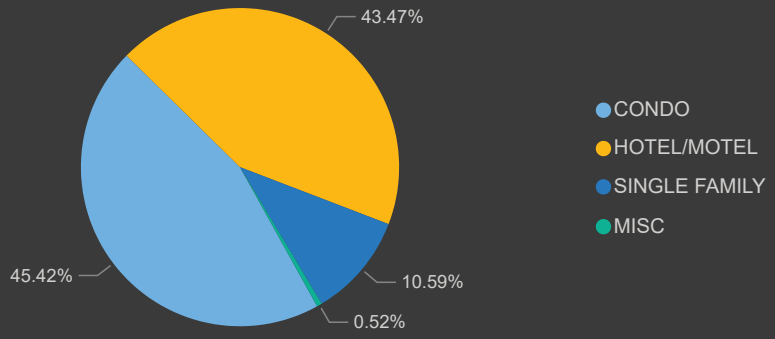
Month	FY 2022	FY 2023	FY2024	FY2025	FY2026	% (+/-)
October	$2,913,700.21	$3,589,406.50	$3,276,277.33	$3,073,596.99	$2,973,682.96	-3.25%
November	$2,177,346.70	$2,621,154.46	$2,981,714.82	$2,929,750.21	$3,008,918.94	2.70%
December	$1,074,763.79	$1,089,937.11	$1,295,378.95	$1,185,806.78	$1,226,692.73	3.45%
January	$1,064,654.14	$931,847.14	$965,864.62	$953,612.43	$950,754.41	-0.30%
February	$556,796.53	$999,193.36	$992,358.91	$928,043.55	$992,877.91	6.99%
March	$1,039,092.04	$1,314,722.67	$1,383,812.10	$1,210,448.11	$1,360,981.20	12.44%
April	$2,692,226.18	$3,182,995.16	$3,537,060.80	$3,370,435.65		
May	$3,408,715.29	$3,945,677.01	$3,277,373.73	$3,589,085.08		
June	$3,899,435.84	$4,371,375.99	$4,664,414.06	$4,846,191.46		
July	$6,297,203.38	$7,444,227.38	$8,085,782.32	$7,645,337.57		
August	$7,793,594.82	$9,061,643.07	$8,258,198.74	$8,720,439.40		
September	$3,957,847.73	$4,232,351.93	$4,356,757.53	$4,451,410.66		
Total	**$36,875,376.65**	**$42,784,531.78**	**$43,074,993.91**	**$42,904,157.89**	**$10,513,908.15**	

Expanded District Collections

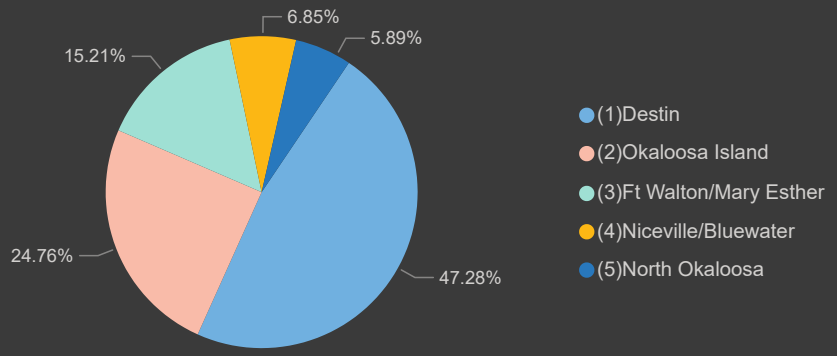
Month	FY2024	FY2025	FY2026
October	$171,842.79	$191,102.76	$201,486.85
November	$164,069.87	$185,341.48	$202,521.67
December	$171,841.72	$129,174.98	$148,758.19
January	$116,889.44	$119,413.45	$161,078.97
February	$126,456.9	$124,775.56	$157,113.40
March	$144,095.33	$135,329.58	$176,508.50
April	$202,835.57	$242,943.1	
May	$236,943.09	$253,115.01	
June	$262,411.17	$300,112.67	
July	$332,310.79	$438,862.82	
August	$371,725.03	$456,477.55	
September	$219,595.39	$249,964.03	

Reporting Period is always the month before the Collection Period

Rental Type



Area



Rental Type	Current District	Expanded District	Total
CONDO	7,512	23	**7,535**
HOTEL/MOTEL	4,664	2,547	**7,211**
SINGLE FAMILY	1,464	293	**1,757**
MISC	50	37	**87**
Total	**13,690**	**2,900**	**16,590**

District	Current District	Expanded District	Total
(1)Destin	7,844		**7,844**
(2)Okaloosa Island	4,108		**4,108**
(3)Ft Walton/Mary Esther	1,738	786	**2,524**
(4)Niceville/Bluewater		1,137	**1,137**
(5)North Okaloosa		977	**977**
Total	**13,690**	**2,900**	**16,590**

Number of Units Reporting

Collection Period FY2026

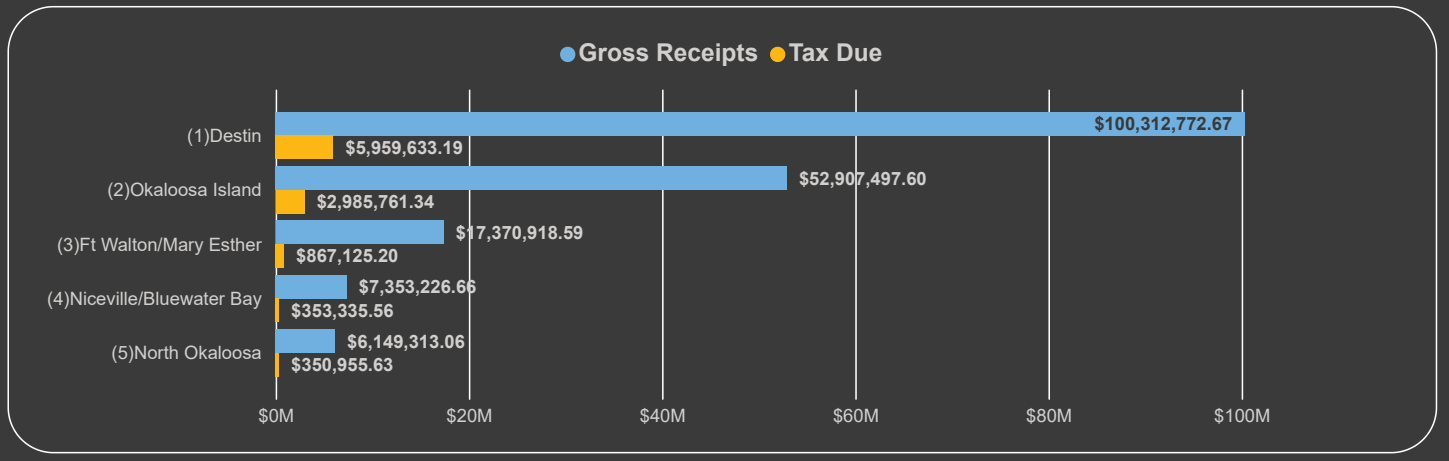
Gross Receipts & Tax Due by Rental Type

Gross Receipts

Rental Type	October	November	December	January	February	March	Total
CONDO	$26.18M	$26.44M	$7.50M	$5.02M	$7.08M	$10.99M	**$83.21M**
HOTEL/MOTEL	$16.54M	$15.78M	$9.01M	$8.01M	$7.80M	$10.34M	**$67.48M**
SINGLE FAMILY	$8.70M	$8.88M	$4.46M	$3.17M	$2.56M	$2.59M	**$30.37M**
MISC	$0.55M	$0.67M	$0.57M	$0.46M	$0.40M	$0.38M	**$3.04M**
Total	**$51.98M**	**$51.77M**	**$21.55M**	**$16.66M**	**$17.84M**	**$24.30M**	**$184.09M**

Tax Due

Rental Type	October	November	December	January	February	March	Total
CONDO	$1.57M	$1.58M	$0.45M	$0.30M	$0.42M	$0.66M	**$4.97M**
HOTEL/MOTEL	$0.86M	$0.86M	$0.49M	$0.43M	$0.39M	$0.53M	**$3.57M**
SINGLE FAMILY	$0.52M	$0.53M	$0.27M	$0.19M	$0.15M	$0.15M	**$1.80M**
MISC	$0.03M	$0.04M	$0.03M	$0.03M	$0.02M	$0.02M	**$0.17M**
Total	**$2.98M**	**$3.01M**	**$1.23M**	**$0.94M**	**$0.99M**	**$1.36M**	**$10.52M**



Collection Period FY2026

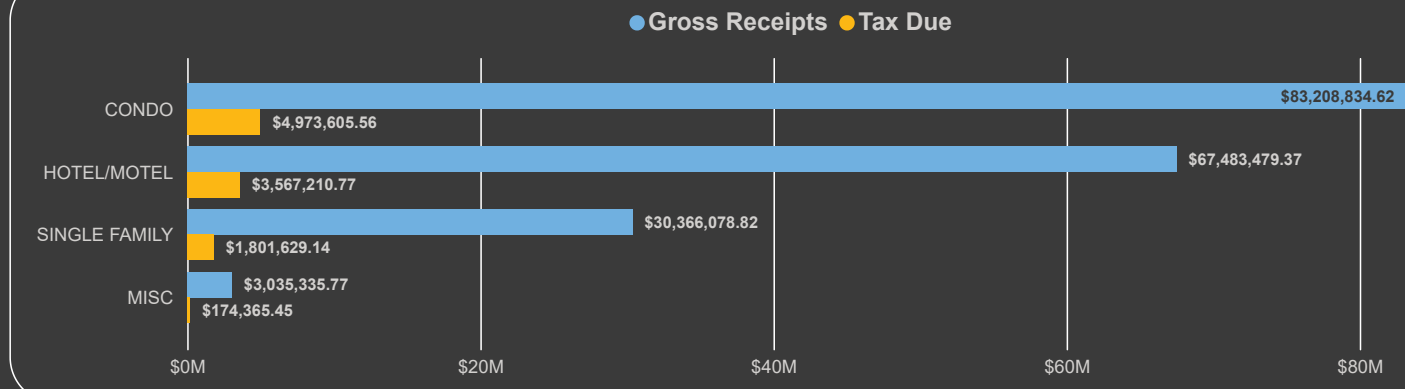
Gross Receipts & Tax Due by District

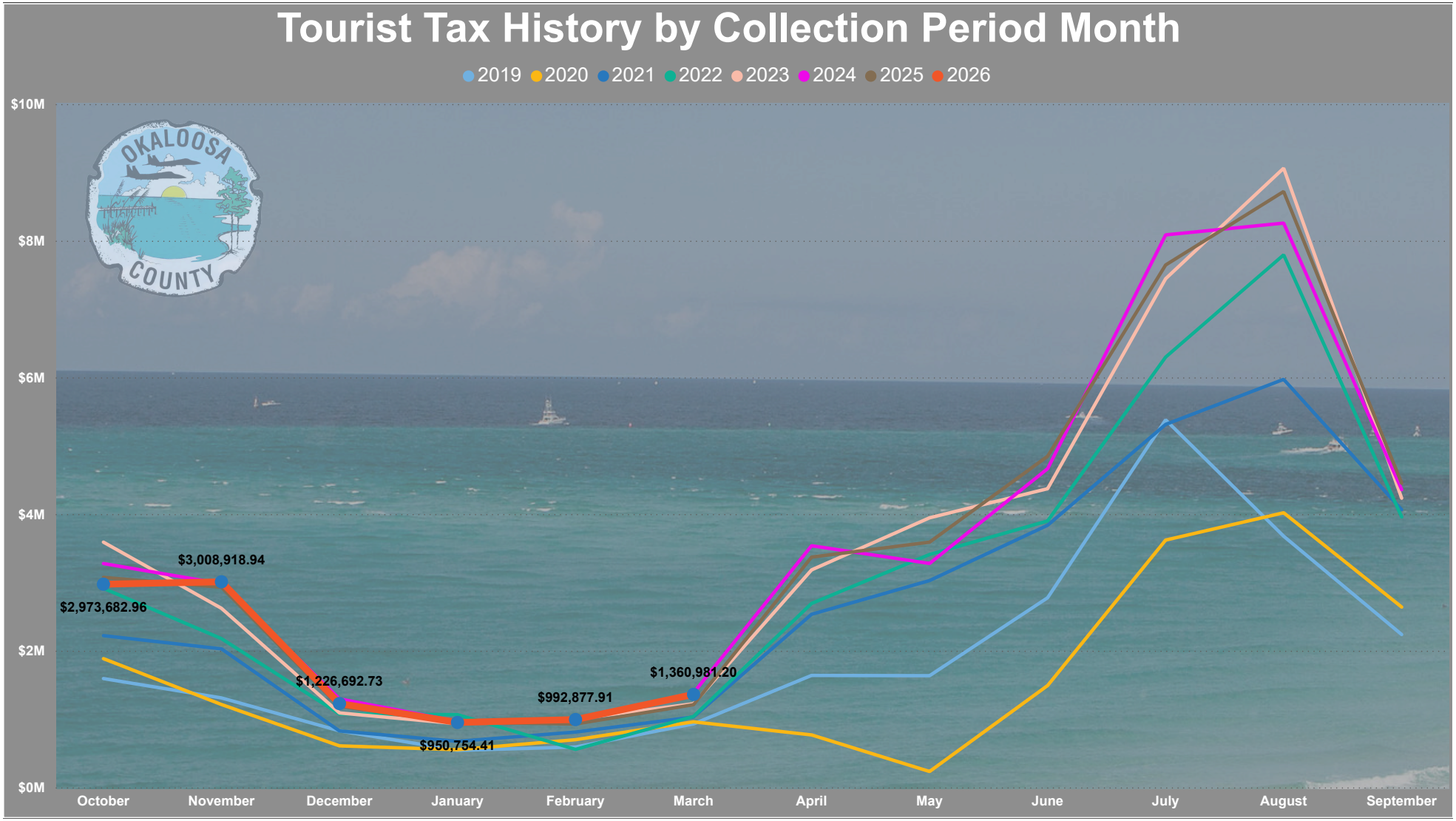
Gross Receipts

District	October	November	December	January	February	March	Total
(1)Destin	$29.15M	$30.03M	$12.12M	$8.87M	$8.32M	$11.82M	**$100.31M**
(2)Okaloosa Island	$16.23M	$15.79M	$5.25M	$3.49M	$5.00M	$7.15M	**$52.91M**
(3)Ft Walton/Mary Esther	$3.89M	$3.49M	$2.22M	$2.29M	$2.48M	$2.99M	**$17.37M**
(4)Niceville/Bluewater Bay	$1.63M	$1.33M	$0.95M	$1.03M	$1.12M	$1.30M	**$7.35M**
(5)North Okaloosa	$1.08M	$1.12M	$1.01M	$0.98M	$0.92M	$1.04M	**$6.15M**
Total	**$51.98M**	**$51.77M**	**$21.55M**	**$16.66M**	**$17.84M**	**$24.30M**	**$184.09M**

Tax Due

District	October	November	December	January	February	March	Total
(1)Destin	$1.74M	$1.79M	$0.72M	$0.53M	$0.49M	$0.69M	**$5.96M**
(2)Okaloosa Island	$0.92M	$0.91M	$0.29M	$0.19M	$0.27M	$0.41M	**$2.99M**
(3)Ft Walton/Mary Esther	$0.19M	$0.18M	$0.11M	$0.12M	$0.12M	$0.14M	**$0.87M**
(4)Niceville/Bluewater Bay	$0.07M	$0.07M	$0.05M	$0.05M	$0.05M	$0.06M	**$0.35M**
(5)North Okaloosa	$0.06M	$0.06M	$0.06M	$0.06M	$0.05M	$0.06M	**$0.35M**
Total	**$2.98M**	**$3.01M**	**$1.23M**	**$0.94M**	**$0.99M**	**$1.36M**	**$10.52M**




Tourist Tax History by Collection Period Month
2019 2020 2021 2022 2023 2024 2025 2026
$10M
$8M
$6M
$4M
$2M
$0M
OKALOOSA COUNTY
$3,008,918.94
$2,973,682.96
$1,226,692.73
$950,754.41
$992,877.91
$1,360,981.20
October
November
December
January
February
March
April
May
June
July
August
September

LOCAL PLANNING AGENCY
MEETING MINUTES
APRIL 2, 2026 - 5:30 P.M.
DESTIN CITY HALL BOARDROOM

1. CALL TO ORDER:

Chairman Wood called the Local Planning Agency Meeting to order on Thursday, April 2, 2026, at 5:30 p.m., in the Destin City Hall Boardroom; with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present	Members Absent	Staff Members Present
James T. Wood, Jr.	Bree Uptigrove	Kim Montgomery Deputy City Clerk
Todd Buhr		Daniel Butler Principal Planner
Ken Wampler		Jesse Hernandez
Jay Purut		Chris Rush Planner
Tammy Weidenhamer		Tina Deater CD Director
Marcie Bell		Krystal Strickland Finance Director
		Kimberly Kopp City Attorney

3. AGENDA APPROVAL:

Motion to amend the agenda to move item B to the A position and approve the agenda as amended was made by Agency member Bell with Agency member Wampler providing the second. The motion passed 6-0 with Agency member Bell not being present for the vote.

4. APPROVAL OF MINUTES: None

5. NEW BUSINESS:

❖ **B. Proposed Ordinance No. 26-07-LC relating to the renumbering and renaming of Land Development Code Article 16 - "Signs" to a new Article 8 – "Sign Regulations"**

- Mr. Butler provided an overview of the draft Article 8 (Signage Regulations):
  - Developed in response to *Reed v. Town of Gilbert (2015)*:
    - Emphasis on time, place, manner regulation vs. content-based rules
  - Sign classifications:
    - Commercial vs. non-commercial
    - Temporary vs. permanent
  - Introduction of Sign Classification Chart for size, height, and allowances that staff created to make it easy for citizens to understand.
  - Key updates:

        - Removal of permanent commercial signage in residential districts
        - Variable sign height limits by zoning district:
            - Mixed-use: ~8–12 ft
            - Commercial/industrial: up to 26 ft
    - Digital Signage Proposal:
        - Prohibit new digital signs citywide
        - Existing signs become nonconforming - removal required within 10 years
        - Proposed exemption:
            - Institutional uses (e.g., schools, churches) within institutional zoning districts
    - Vehicle signage definition to be clarified in future Article 11

- Chairman Wood mentioned some key concerns:
    - American Legion brand-new digital sign potentially impacted by prohibition
- Discussion highlights:
    - Possibility of rezoning property to institutional to qualify for exemption
    - Staff confirmed:
        - Rezoning application is permissible
        - Would require a Future Land Use Amendment + Rezoning process
    - Legal concern:
        - Creating exemptions for specific groups (e.g., veterans) may be content-based and problematic

Chairman Wood opened the public portion of the meeting for comment.

- Corleen Ziegler Commander for the American Legion Post 296 located at 311 Main Street
    - Emphasized the following for the members:
        - Organization's long-standing presence (since 1959)
        - Community contributions to
            - Youth programs
                - Veterans support
                    - And other events in the community
    - Stated digital signs are essential for:
        - Communication and outreach
        - Public awareness of events and services
    - Requested reconsideration of proposed restrictions and broader impact analysis
- Public comment closed

❖ **Board Discussion – Digital Signage Outcome**

- Consensus:
    - Pursue rezoning option as a path forward for the American Legion
    - No immediate changes to draft policy
- Chair indicated satisfaction with direction and moved discussion forward

Chairman Wood made the motion to recommend approval of Ordinance 26-07-LC (Article 8) to City Council, Agency member Purut provided the second.

- **Key Discussion Points & Direction to Staff**
  - **Application Requirements**
    - Concern over open-ended requirement ("documents deemed necessary")
    - Majority favored retaining flexibility
  - **Temporary Event Signs**
    - Limit: 2 permits/year upheld
    - Rationale:
      - Frequent events should use permanent signage or other communication methods
  - **Sign Placement (Right-of-Way)**
    - Debate on redundancy vs. clarity
    - Decision:
      - Keep general provision (avoid repetition across sections)
  - **Sign Tables (Residential Areas)**
    - Direction to:
      - Reduce allowable sizes
      - Align temporary and permanent standards more closely
      - Example adjustment:
        - Move toward 45 sq ft total / 15 sq ft per sign
  - **Special Signs Section**
    - Determined redundant
    - **Direction:** Remove this section
  - **Temporary Sign Language**
    - Clarify or remove restrictive wording regarding attachment vs. freestanding
  - **Footnote Addition**
    - Add clarification that multiple signs may be used to reach total allowable area
  - **Prohibited Signs**
    - Definitions (vehicle, wind, roof, off-premise) moved to glossary in Article 11
    - **Obscene signs**:
      - Initially removed
      - Board requested reinstatement with legal definition
      - Rationale: retain enforcement tool while aligning with legal standards

Chairman Wood amended his original motion for staff to include all discussed revisions and feedback and being Article 8 back to the Local Planning Agency for their review. Agency member Purut provided the second, the motion passed 6-0.

❖ **A. Article 7 (Environmental/NPEB Fee Structure)**

Staff Summary

- Proposed new fee model:
  - $50/year per residential boat slip
  - $100/year per non-residential slip
  - Homesteaded properties 100% exempt
  - Exemptions based on recent payments
- Removal of prior eco material-based fee reductions
  - Determined ineffective under new structure as it would not be a sustainable option for the purpose of the fee or the reduction purpose.

Motion by Chairman Buhr, seconded by Agency member Purut to recommend City Council approve Ordinance 26-06-LC.

Board Discussion

- Clarification on:
  - Applicability to canal properties (e.g., Holiday Isle)
  - Inclusion of upland slips
  - How the count was conducted
- Financial analysis presented:
  - Current system underfunded (~$25K–$36K/year)
  - Proposed system improves sustainability and predictability

Chairman Wood opened the hearing to the public for input, with no one coming forward to speak, he closed the public portion of the meeting.

With no further discussion on the motion, Chairman Wood called for the vote and the motion passed 6-0.

Agency member Buhr spoke of attending the Harbor and Waterways Board meeting and how overall, the Board agreed to support the motion on a 5-1 vote.

6. Additional Discussion/Comments

- Is there a need to change the language of Gulf of Mexico to Gulf of America in the document. Staff will look into this and report back.
- Future LDC Timeline
  - Article 8 to return for revisions
  - Remaining articles (4, 6, 9–11) in progress, eight is coming back.
  - Target completion: June–July 2026
- Courtey Announcements – Kim Kopp
  - City Council meeting rescheduled because of Easter Monday to Tuesday, April 7, 2026.

- Special meeting scheduled for Harbor Walk Village Phase 2 on April 13, 2026.

7. ADJOURNMENT:

Having no further discussion at this time, the meeting adjourned at 7:10 p.m.

Adopted and approved this _____ day of _____ 2026.

_____ _____

James T. Wood, Jr. Chairman Kimberly Montgomery Deputy City Clerk

PUBLIC WORKS/PUBLIC SAFETY
COMMITTEE MEETING MINUTES
DESTIN CITY HALL ANNEX CHAMBERS
TUESDAY, APRIL, 14 2026 - 5:30 PM

1. CALL TO ORDER & PLEDGE OF ALLEGANCE:

Chairman Wood called the Public Works/Public Safety Committee to order on Tuesday, April 14, 2026, at 5:30 p.m. at the City Hall Annex Chambers, with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present	Members Absent	Staff
James T. Wood, Jr.	Tom Weidenhamer	Kim Montgomery Deputy City Clerk
Marcie Bell		Joe Bodi, Deputy Public Works Director
Curtis Smith		
John Green		
Andrea Ansley		
Tammy Weidenhamer		

3. APPROVAL OF AGENDA:

Motion to approve the agenda with no changes was made by Committee member Green, with Committee member Ansley providing the second. The motion passed 6-0.

4. APPROVAL OF MINUTES:

- **March 10, 2026**

Motion to approve the minutes of the March 10, 2026 meeting was made by Committee member Ansley with Committee member Green providing the second. The motion passed 6-0.

5. NEW BUSINESS:

A) Monica Wallace - DWU General Manager

- Monica Wallace, General Manager of Destin Water Users, addressed concerns regarding a dip/depression on Gulf Shore Drive near the entrance to Sandpiper Cove.
- Mrs. Wallace stated that Destin Water Users has a large gravity sewer main in the area.
- She explained their staff had videotaped the sewer line during the winter and found:
  - No visible leaks.

  - No cracks.
  - No evidence of sand infiltration.
  - No indication that the sewer pipe was undermining the roadway base.
- Ground penetrating radars were also used in the area.
- Mrs. Wallace reported that the Destin Water Users pipe is approximately six feet deep and 24 inches in diameter.
- The radar appeared to show other pipes above the Destin Water Users line, but ownership of those utilities was unknown.
- It was discussed that the city could submit an 811 locate request to identify utilities in the area.
- Committee members discussed whether the dip could worsen before planned repaving work, which was believed to be scheduled around August.
- Mrs. Wallace explained the difference between pressure pipe failures and gravity sewer issues:
  - Pressure pipes tend to create visible bubbling or washouts.
  - Gravity sewer issues tend to cause sinking rather than pressurized washouts.
- The committee discussed possible causes, including:
  - Stormwater infrastructure.
  - Sand movement.
  - Directional drilling.
  - Utility boring near communications boxes.
  - Abandoned or unidentified pipes.
- It was mentioned that many similar roadway depressions investigated in the past were caused by directional drilling.
- This particular depression has become noticeable enough that drivers are slowing down or changing lanes to avoid it.
- Concern was expressed for motorcycles, e-bikes, and other vulnerable road users.
- Mr. Bodi agreed to handle the 811 locate process.

➢ **Discussion: Kelly Plantation Water Tower**

- Mrs. Wallace confirmed that Destin Water Users is constructing the new water tower in Kelly Plantation.
- She stated that the tower will be painted but will not include a decorative mural.
- She explained that Destin Water Users needs additional storage and capacity to bring more water from its well field in Freeport.
- This is expected to be the last elevated water tower for Destin Water Users.

B) E-Bike Ordinance

- The committee briefly discussed the proposed e-bike ordinance.
- Chairman Wood stated he has reviewed and acknowledged the proposed ordinance and that the Sheriff's Office has as well, but no comments have been received.
- The members discussed converting the ordinance into City of Destin ordinance language and that it would also need to be reviewed by the City Attorney.
- After which, it would be brought back to this committee for further review and recommendation to Council.

- Additional discussions included adding or clarifying language related to riders not leaving a place of safety.
- The need for a more detailed definition of electric bicycles.
- Concerns discussed:
    - Multiple e-bikes riding abreast.
    - Riders performing wheelies in the roadway and on sidewalks.
    - Ability to enforce unsafe riding behavior.

Motion by Committee member Wood, seconded by Committee member Bell to have staff create the e-Bike ordinance and bring it back, when it's ready, for their review. The motion passed 6-0.

C) Kelly St Commons Dr Restriping Quotes

Mr. Bodi presented an item regarding the restriping of Kelly Street and the City-owned portion of Commons Drive, and reported the following:

- The project would include long-line striping.
- The striping work would also include the roundabout.
- He referenced FDOT maintenance rating standards for roadway striping.
    - FDOT standards require 90 percent of the length and width of each line to be reflected and functioning as intended.
        - Staff noted that sand on local roadways contributes to wear and tear on roadway striping.
- The funding for the work was included in the current year's budget.

Mr. Bodi stated that with the Committee's recommendation for approval, staff will engage the city's continuing services contractor for the striping work. The recommendation would be forwarded to City Council for final approval and execution of the work.

The members discussed the timing of the work, noting that the work should likely be scheduled after the summer season to reduce impacts during the busy season. As well as being done during early morning hours to minimize traffic impacts.

Motion was made by Committee member Bell and seconded by Committee member Weidenhamer to recommend approval of the striping work and forward the item to City Council. The motion passed 6-0.

6. CONTINUING BUSINESS:

➢ STORMWATER/FLOODPLAIN PUBLIC COMMENTS

Chairman Wood opened the floor for public comments on this item. With no one coming forward, he closed the public discussion on the Stormwater/Floodplain Public Comments.

➢ STAFF UPDATES:

- Mr. Bodi reviewed the city project map with the following items reported as complete and expected to fall off the next update map:
    - Dredging.
    - Outfall project.
    - Threadgill field improvements.
- Rapid flashing beacons for Benning, Maltezo, Azalea, and Melvin were approved by City Council and are in the purchase order process.
- A second set of rapid flashing beacons for Beach Drive near Sandpiper Circle and 101 Matthew Boulevard were also approved by City Council and are in the purchase order process.
- A work order was created to upgrade the Beach Drive/Sandpiper Cove crosswalk to FDOT mid-block standards.
- The stop sign alignment at both beach parking areas near Grand Caribbean Condos had been checked and adjusted.

❖ **School Zone and Crosswalk Safety Improvements**

- Staff presented a conceptual plan for changes near the school zone and crosswalk.
- Proposed improvements included:
    - Relocating sidewalk alignment.
    - Adjusting curb lines.
    - Adding roadside swales.
    - Reducing pedestrian distance to cross by approximately 25 to 30 feet.
    - Reducing pedestrian-vehicle conflict time by approximately 10 seconds.
- Committee members supported moving the school zone markings farther south of the intersection to improve safety.
- Discussions included traffic from Spring Lake Drive, Beach Drive, and nearby intersections.
- Staff confirmed that the crosswalk upgrade would include ADA improvements and FDOT mid-block standards.

Motion by Committee member Smith, seconded by Committee member Bell to accept the conceptual plan as presented and move forward with the plan as discussed. The motion passed 6-0.

➢ **Member Comments**

- Chairman Wood stated that he has met with the School Board and the new Elementary School layout is expected to provide significantly more internal vehicle stacking on school property which will reduce vehicle stacking on public streets once finished.
- Mr. Bodi mentioned the sidewalk requirements and indicated that due to topography, only one sidewalk is expected, likely on the north side.
- Mr. Bodi reported that the Harbor Pump had experienced a primer pump failure,

causing additional related issues.

- Repairs were underway, and the pump was expected to be operational again soon.
- Committee member Bell mentioned her concern about a sign at Durango blocking visibility onto Gulf Shore Drive.
  - Mr. Bodi reported that they have reviewed this and stated that visibility is adequate when drivers stop at the stop bar, though visibility is blocked if drivers pull forward past the crosswalk.
- Committee member Bell then asked about the status of the Destin Bridge Committee.
  - Members stated they had not received formal updates despite appointments to the committee.
    - Chairman Wood indicated he would make a phone call and to see what the status is and report back.
- Committee member Smith raised concern about the saw palmetto vegetation on Scenic Gulf Drive near Crab Trap that is growing into travel lanes where cars are hitting them going by and they are blocking sight distance between pedestrians and drivers at the median area.
- Mr. Bodi stated that he would refer this issue to the appropriate parties.

7. ADJOURNMENT:

Having no further business at this time, the meeting adjourned at 6:25 p.m.

Adopted and approved this _____ day of _____ 2026.

_____ _____

James T. Wood, Jr. Chairman Kim Montgomery, Deputy City Clerk

LOCAL PLANNING AGENCY
MEETING MINUTES
APRIL 16, 2026 - 5:30 P.M.
DESTIN CITY HALL BOARDROOM

1. CALL TO ORDER:

Chairman Wood called the Local Planning Agency Meeting to order on Thursday, April 16, 2026, at 5:30 p.m., in the Destin City Hall Boardroom; with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present	Members Absent	Staff Members Present
James T. Wood, Jr.	Jay Purut	Kim Montgomery Deputy City Clerk
Todd Buhr		Daniel Butler Principal Planner
Ken Wampler		Chris Rush Planner
Marcie Bell		Kimberly Kopp City Attorney
Bree Uptigrove		
Tammy Weidenhamer		

3. AGENDA APPROVAL:

Motion to approve the agenda was made by Agency member Wampler with Agency member Bell providing the second. The motion passed 6-0 with Agency member Bell not being present for the vote.

4. APPROVAL OF MINUTES: None

5. NEW BUSINESS:

- **A. An Ordinance of the City of Destin, Florida, renumbering and renaming Article 16 "Signs", of the Land Development Code to a new Article 8 "Sign Regulations"; Modifying, amending and updating the City sign regulations as provided herein; providing for authority; providing for findings of fact; providing for incorporation into the Land Development Code; providing for conflicting provisions; providing for severability; and providing for an effective date.**

Mr. Daniel Butler, Principle Planner presented the revised Article 8 – Signage for the Land Development Code rewrite from comments received from the Agency members at their previous meeting on April 2, 2026. He briefly explained that several changes had been requested by the LPA and that staff had incorporated those revisions.

- **Revision to Section 8.02.04.B – Signs in Rights-of-Way**
  - Staff reviewed a change on page 3 of Exhibit A.

- The language was revised to state that **"signs shall not be placed in, upon, or project over a public or private right-of-way."**
- He spoke how the prior language referenced "sign structures" and "sign supports," but the members had requested that the term be simplified to "signs" so that all components of a sign would be covered and the language is clear.

- **Permanent and Temporary Non-Commercial Signage in Residential Districts**
  - **Table 8.03-1, Permanent Sign Allowances** was reviewed and spoke of how the Agency members had requested reduced and aligned allowances for permanent and temporary non-commercial signage in residential zoning districts.
  - Mr. Butler explained that after reviewing the previous example of **4**5 square feet and 15 square feet, they determined that the temporary signage allowance of 16 square feet per individual sign and 32 square feet maximum was more appropriate.
  - This approach minimized allowable square footage while making the numbers more consistent and divisible across sign types.

- **Residential Commercial Signs – Section 8.03.04.S**

  Mr. Butler addressed residential commercial signs.

  - Stating that the Agency members had previously discussed removing the section because it appeared redundant.
  - Staff explained that the Community Development Director later clarified that the section was necessary because it allows permanent commercial signs within residential zoning districts for neighborhood, subdivision, or townhome development identification signs.
  - Staff clarified that this provision allows signs such as subdivision entry signs, provided they are located in a commonly owned area and comply with size and height limitations.
  - Members discussed whether signs located in medians or rights-of-way would fall under the residential zoning district.
  - Staff clarified that rights-of-way are technically not zoned, though the development identified by the sign may be residentially zoned.
  - A question was asked whether the sign must be located on commonly owned property and not on an individual person's property.
  - Staff confirmed that the sign must be associated with an owner association, group, or commonly owned property.
  - It was clarified that a single property owner could not place a permanent commercial freestanding sign in their yard under this provision.
  - A question was asked whether a homeowners association could place a sign on a private lot through a perpetual easement.
  - Staff indicated that such an easement would not violate the regulation if it served the residential development at large.
  - The Agency members discussed ensuring that cottage industries or individual residential businesses could not use this provision to place commercial signage in residential areas or rights-of-way.

  - Staff clarified that the provision is intended for association or development identification signs, not individual business signs.
- **Temporary Signs – Section 8.04.01.B.1**
  - Staff reviewed a revision related to temporary signs.
  - The prior draft stated that a temporary sign may be attached, such as to a building sign, or freestanding.
  - Staff explained that this language was removed because it was redundant and already implied elsewhere.
  - The revision was consistent with the LPA's prior recommendation.
- **Clarification of Language add below Sign Tables**
  - Staff noted that language was added below the applicable tables clarifying that multiple individual signs may be used to achieve the maximum total sign area, provided each individual sign does not exceed the maximum individual sign area.
- **Prohibited Signs – Obscene Signs**
  - Staff reviewed the prohibited signs section, specifically the provision regarding obscene signs.
  - Staff spoke of how the LPA had previously discussed obscenity versus content at length.
  - Staff explained that "obscene signs" had been retained in the Land Development Code, with the understanding that the City Attorney may later assist with defining the term, potentially in Article 11.
  - Staff noted that inclusion of the provision would give code compliance the ability to cite a violation if the City chose to proceed in that direction.
  - Staff acknowledged that enforcement could involve potential litigation.
- **Discussion of Sign Heights**
  - Mr. Butler raised an additional issue regarding allowable sign heights.
  - He explained that different zoning districts currently had different proposed sign height allowances.
    - For example, mixed-use districts would allow a maximum sign height of **8 feet**, while Commercial General, CTS, Industrial, and Institutional districts would allow up to **26 feet**.
  - He asked the members whether they wanted consistent sign heights across the city or different standards by zoning district.
  - He pointed out that along Highway 98, sign heights could vary depending on zoning district, creating different appearances along the same corridor.
  - The Agency members discussed whether the City should move toward lower, ground-level signage similar to communities such as Hilton Head.
    - The lower sign heights would create more ground-level signage.
    - Consistency would make permit review easier.
  - The Agency members asked whether staff had performed an analysis of the impact of lowering sign heights from 26 feet to 8 feet, 10 feet, or 15 feet.
  - Mr. Butler stated that no quantitative analysis had been performed.
    - Lower signs could reduce high visual clutter but may create sight-visibility triangle concerns, which would need to be reviewed case by case.

- **Potential Impacts on Existing Businesses**
    - Members discussed whether businesses with existing 26-foot signs had been identified or contacted.
    - Mr. Butler stated that staff would not be contacting each individual business because of staffing limitations and because the process is publicly advertised.
    - The members expressed interest in understanding the effect of any height change on existing businesses and existing signs.
    - They discussed that existing signs could become legal nonconforming signs if new height limits were adopted.
    - Discussion whether a sunset period should apply, similar to the proposed approach for digital signs.
    - They additionally raised concerns about hurricane damage, noting that if a nonconforming sign were destroyed or damaged beyond a certain threshold, it should not be replaced under the old standards.
- **Suggested Uniform Sign Height Options**
    - The members discussed possible uniform height limits, including **10 feet** and **15 feet**.

The Agency members debated if 15 feet could provide enough height for visibility while avoiding the appearance of excessive sign clutter. Or would 10 feet may be appropriate, referencing the approximate height of the American Legion sign.

    - Members generally expressed interest in having one consistent number citywide rather than multiple standards.
    - Mr. Butler agreed to prepare additional information on the potential impacts of using a uniform sign height, including options such as leaving the draft as written, using 10 foot and the 15 foot heights.
    - Staff agreed to include photographs and examples from different parts of the city, not just the harbor area.
- **Consensus on Prior Revisions**
    - Staff requested a positive recommendation or consensus on the revisions made since the April 2 meeting.
    - Members indicated general support for the revisions they previously requested.
    - Several members stated they were comfortable with the changes presented, separate from the unresolved issue of sign heights.
    - Support was voiced for the changes from the prior meeting but could not yet support the sign height provisions.
- **Discussion of Removal and Attrition Provisions**
    - Agency member Buhr discussed whether the removal and attrition provision, currently written specifically for digital signs, should apply to all nonconforming signs.
    - Staff noted that Article 3 already contains a section on nonconforming signs and had already been adopted or approved by the City Council with their recommendation.
    - Staff stated that they would review how Article 3 nonconforming sign provisions interact with the Article 8 removal and attrition language.

- The members for staff to evaluate the issue and bring back their recommendations at the next scheduled meeting.

Chairman Wood opened the hearing for public input, with no one coming forward, he closed the public portion of the meeting and brought the discussion back to the dais.

- **Land Development Code Timeline Update**
  - Mr. Butler shared the following update for the members of the timeline for the LDC rewrite, noting that the timeline could change slightly but they are trying to stay on track.
  - Articles 6 and 9 were currently with the City Engineer.
    - Article 6 included the design manual and some items from the design manual may need to be incorporated into Article 6 or Article 9.
  - The City Engineer, Robert Tomasek has a deadline of April 24 to return any changes or deletions for both Articles 6 and 9.
  - Articles 6 and 9 to the LPA at the first meeting in June.
  - Article 4 may come to the LPA at one of the May meetings, but there may also be no items ready for the first meeting in May and agreed to provide an updated timeline at the next meeting.

7. ADJOURNMENT:

Having no further discussion at this time, the meeting adjourned at 6:50 p.m.

Adopted and approved this _____ day of _____ 2026.

_____ _____

James T. Wood, Jr. Chairman Kimberly Montgomery Deputy City Clerk

MINUTES
TOWN CENTER COMMUNITY
REDEVELOPMENT AGENCY
ADVISORY COMMITTEE MEETING
APRIL 15, 2026 - 5:30 PM
DESTIN CITY HALL ANNEX CHAMBERS

1. INTERIM CHAIR NOMINATION:

Committee member Davis motioned to nominate Corlene Ziegler as Interim Chair with Committee member Green providing the second. The motion passed 4-0.

2. CALL TO ORDER:

Interim Chair Ziegler called the meeting to order at 5:30 PM on Wednesday, April 15, 2026, at the Destin City Hall Annex Council Chambers with the Pledge of Allegiance immediately following.

3. ROLL CALL:

Members Present	Members Absent	Staff Present
Corlene Ziegler	Lockwood Wernet	Kim Montgomery Deputy City Clerk
Iris Bethea	Margie Avery	Jesse Hernandez Senior Planner
Kyle Davis		
Preston Green		

4. AGENDA APPROVAL:

Motion to approve the agenda was made by Committee member Bethea with Committee member Davis proving the second. The motion passed 4-0.

5. APPROVAL OF MINUTES:

- **March 18, 2026 Minutes**

Motion by Committee member Green, seconded by Committee member Davis to approve the minutes of the March 18, 2026 meeting. The motion passed 4-0.

6. CURRENT BUSINESS:

- **Development & City Projects Update – Jesse Hernandez Senior Planner**

❖ Harbor Dental Development Order Application

- Mr. Hernandez reported currently, a development order application for Harbor Dental within the CRA is in the review process.
  - The project is proposed for the small parcel located next to McDonald's at 865 Harbor Blvd.

❖ Indian Bayou West Subdivision Plat

- Staff reported that, for overall City development, two development-related actions had occurred.

- One was not a new development order but the final release of plat for the Indian Bayou West subdivision.
- Staff explained that the plat had been released.
- As a result, the property owner may now begin selling parcels.

❖ **Gulf Breeze Court Quadplex / Holiday Isle Townhomes**

- Staff reported that the Gulf Breeze Court quadplex had been approved in March.
- The project was described as:
  - a four-townhome complex,
  - located on Gulf Breeze Court, off Gulf Shore Drive on Holiday Isle.

❖ **Annual Report / Work Plan Items**

➢ **Staff Comments and Annual Plan Follow-Up**

- Mr. Hernandez congratulated the Committee on the annual plan, noting that this was the first annual plan the CRA had had in a long time.
- He spoke of how their annual plan had been well received by the Council / CRA Board.
- Mr. Hernandex suggested to the members to begin thinking ahead to their May meeting regarding the work plans and additional funding ideas previously discussed.

➢ **CRA Board Direction on Priorities and Work Plans**

- Staff explained that the CRA Board has asked the Committee to return at the July CRA Board meeting with a priority list of the proposed projects.
- Staff referred to the Committee's previous discussion of their work plans and suggested they decide which of their two are top priorities and begin working on them.

➢ **Projects Requiring Further Work Plan Development**

- Mr. Hernandez stated that the CRA Board requested actual work plans for:
  - The intersection project at Commons and Airport, and
  - Capt. Jewel-Melvin Park upgrades.
- He confirmed that the CRA Board also wanted the Committee to move forward with a work plan for the park, even though some improvements were already contemplated within the linear trail plans.
- Members discussed whether the upgrades were one of the four proposals.

- Staff and members confirmed that Jpark was one of the proposed items because there were potential parks and recreation funds that could be used.
- Staff explained that the CRA Board wanted the Committee to consider whether those funds could be used for park upgrades, assuming the Committee remained interested.

- Committee member Green stated they are still interested in the project but noted that the only difficulty previously encountered with the Capt. Jewel-Melvin Park concept was the easement issue.
- Staff and members discussed the following:
  - The Twin Lakes HOA would not provide a "tiny sliver" of easement,
  - The easement issue affected only a particular portion of the prior concept,
  - There are other beautification elements that are still possible.
- Mr. Hernandez suggested that the Committee could focus the Jewel-Melvin work plan on beautification items such as:
  - park benches,
  - pavilions,
  - trash cans,
  - other park amenities.

➢ **Florida Power & Light (FPL) Undergrounding Discussion**

- The members discussed how FPL undergrounding recommendation had originally been based on advice from staff regarding funds that needed to be used or potentially lost.
- Members discussed that the original reasoning was:
  - Staff and the Committee members did not want the funds to go unused,
  - However, later, members learned that the particular funding situation had changed.
- A member stated that, even though the original funding concern no longer applied, the Committee could still decide to recommend FPL undergrounding as another potential use of funds.
- Question was asked whether the CRA Board had approved a $30,000 recommendation.
- Staff clarified:
  - Funding had not been approved,
  - the Board had only approved the Committee continuing to move forward with developing the work plans,
  - there was currently no funding tied to the items.
- The Committee discussed that a work plan may still be needed if the Committee wishes to recommend:
  - FPL undergrounding, and the use of approximately $30,000 from the electrical TIF or related fund.

- Staff confirmed that if the Committee wanted to pursue it, it could be included in the work plan and prioritization discussion.
- Members discussed their work plans to be presented at the July CRA Board meeting.
- The Committee identified the following items as needing consideration:
  - Commons and Airport intersection project,
  - Jewel-Melvin Park upgrades,
  - FPL undergrounding,
  - previously developed park-related work plan,
  - Mattie Kelly North/South connector project.

- Mr. Hernandez clarified that the Mattie Kelly connector already is a work plan in progress.
- Staff advised members to consider between the April meeting and the May meeting where each project should fall on the priority list.
- Staff stated that at the May meeting, the Committee should:
    - discuss the priority order of the projects,
    - determine which items to recommend to Council / the CRA Board,
    - potentially decide who will be responsible for preparing each work plan.

- Staff stated that the Committee would likely rank the projects as priorities one through four, or possibly more depending on whether FPL undergrounding was added.
- Committee member Davis raised spoke about a comments made by Council Member Destin and Bagby during the annual report discussion at their CRA Board meeting regarding the mention of work force housing as a possible use for the property west of Publix that is being discussed for park or public space purposes.
- He spoke of how they reviewed:
    - Council priorities,
    - Core values, and
    - The CRA master plan.
- Noting that work force housing did not seem to align.
- Mr. Hernandes stated that he did not want to speak for Board members, but believed the comments may have been about the uncertainty of the property's future use.
- He explained that Publix had changed positions several times regarding what it wanted to do with the property.
- Members expressed support for continuing to pursue the project.
- Committee member Davis emphasized that:
    - The purpose of the Advisory Committee is to discuss and prioritize work plans,
    - the Committee does not have to abandon a project simply because there may be different views,
    - the Committee can continue to recommend work plans to the CRA Board.

7. PUBLIC COMMENT: None

8. NEXT MEETING: May 20, 2026

9. ADJOURNMENT:

Having no further discussions, the meeting was adjourned at 6:55 PM.

Adopted and approved _____day of _____2026.

_____ _____

Corlene Ziegler Interim Chairman Kim Montgomery Deputy City Clerk

DRAFT

MINUTES OF THE
PARKS & RECREATION COMMITTEE
DESTIN CITY HALL BOARDROOM
APRIL 28, 2026 - 4:00 PM

1. CALL TO ORDER:

Vice Chairwoman Jullian called the Parks & Recreation Meeting to order at 4:00 p.m. on Tuesday, April 28, 2026, in the Destin City Hall Boardroom immediately followed by the Pledge of Allegiance.

2. ROLL CALL AND PLEDGE OF ALLEGIANCE:

Members Present	Members Absent	Staff Present
Jessica Jullian	Autumn Weidenhamer	Lisa Firth Parks & Recreation Director
Aubrey Santucci		Ryan Reed P&R Deputy Director
Andrea Ansley		Bryan Kellar Recreation Supervisor
Alison Stephens		Bentley Estell Asst. Recreation Supervisor
Jan McGraw		Kim Montgomery Deputy City Clerk

3. **APPROVAL OF MINUTES:** Vice-Chairwoman Jullian asked for approval or for any changes to the minutes of February 24, 2026.
Motion made by committee member Ansley to approve as written. Committee member Santucci provided the second. Motion passed 5-0. Chairwoman Weidenhamer was absent from the meeting.

4. OLD BUSINESS: NONE

5. NEW BUSINESS:

A) FOUNDER'S DAY MAY 2, 2026: Destin Community Center 11am-1pm.
Discussion among staff and committee members regarding the hours, location, and dessert contest to be held. It was agreed that the committee members could join and help in the kitchen and at the registration table during the event.

B) MEMORIAL DAY AND 4th OF JULY EVENTS: Parks & Recreation Director Lisa Firth: Director Firth gave a brief description of the Memorial Day Ceremony to be held in conjunction with the American Legion Post 296 at the Destin Cemetery on Stahlman Avenue May 25, 2026, at 11am. The Parks & Recreation team has already placed the flags on the graves of veterans, and Director Firth welcomed all committee members to attend and show their support to the veterans in attendance.

Director Firth also discussed the 4th of July Fireworks event to be held at the Harborwalk. She stated there will be a $40,000 show for the firefighters, and she is asking for donations from various businesses for this. She is also asking City Council to approve another $10,000 specifically for red, white, and blue shells, as the grand finale of the fireworks show.

Other events in July will be the bike parade on July 1st and the Friday Night Bites to be held the first Friday of the month for the next three months at Destin Elementary School.

6. COMMITTEE MEMBER COMMENTS/QUESTIONS:

A. Committee member Stephens- Recreation Calendar Work Plan

Committee member Stephens introduced the idea of developing a work plan related to creating a year-round calendar for recreation programs, sports, and other activities. She stated she wasn't fully sure how work plans work but had started drafting a calendar with estimated dates. She stated the purpose of the proposed calendar would be to allow residents, staff, and families to see the full year of recreation offerings in advance so they could better plan around registration periods, seasons, vacations, and other commitments. Staff comments emphasized that the work plan didn't need to be overcomplicated and stated that, once the committee approved the work plan, the group could begin working on the proposal and bring it back for review. Staff would then provide recommendations and work with the committee to align staff needs with what the committee wanted to see. Discussion then turned to creating a magnet with a QR code for registration and possibly getting the Parks Foundation involved in payment for the magnet.

Committee member Stephens complimented the ribbon-cutting ceremony at Norriego Point and inquired as to getting a tube or container for used fishing line along with additional trash cans for the harbor side of the park.

B.) Vice Chairwoman Jullian-Pickleball Court Ribbon Cutting Ceremony

Discussion between staff and committee members regarding having a ribbon cutting ceremony possibly in June for the new pickleball courts at the Annex and also including inviting the Parks Foundation to attend. The idea of having a tip jar for donations to the Parks Foundation at different events was also discussed, as was the Foundation's Facebook page and how to generate more followers in order to draw more attention to their special events.

C.) Committee member McGraw- Nothing tonight. It was already covered during the meeting.

D.) Committee member Santucci- Commented on how amazing the Arbor Day Celebration was and thanked everyone for putting that together.

E.) Committee member Ansley-Echoed the sentiments regarding the great job that the Parks and Recreation team did for the ribbon cutting ceremony, the Arbor Day Celebration, and the Pooch-Palooza. She inquired as to whether there was going to be a spring season for soccer. Staff explained that there will not be a spring soccer season, but they are looking to do new stuff with some new ideas for spring.

Discussion turned to the upcoming budget season and whether the department needed anything specific from the committee in terms of advocacy or support for budget-related

needs. Deputy Director Reed responded that the committee's support for the storage buildings at the prior meeting was likely already very helpful. He stated that having that support reflected in the minutes and forwarded to Council would go a long way for the department. He continued on stating that there are many facility-related needs, including fencing replacement and general facility updates, however, the storage building remained one of the department's largest priorities. Committee member Ansley offered to assist with additional advocacy, including potentially calling Council, if appropriate.

Director Firth discussed the possibility of installing an ice machine at Joe's Bayou Boat Launch. It was explained that the idea had been under consideration for several years, but there were several factors involved. The matter has recently been raised with the City Manager, who asked staff to gather input from the committee. Staff noted that the department had not yet been fully prepared to move forward with the proposal because they had been waiting for the new Joe's Bayou facility or improvements to be completed. One concern raised was whether placing an ice machine at Joe's Bayou Boat Launch could be viewed as competing with existing ice machine businesses within the city. Staff stated that they didn't view the issue in that manner, emphasizing that the City's role is to provide quality-of-life services for residents. Staff noted that residents who pay to use City facilities and access Joe's Bayou may need ice, particularly boaters and park users. The committee discussed whether the City should purchase and operate the ice machine itself or whether it should enter into an agreement with a private vendor. Staff explained that one proposal had already been received, but if the City chose to have an outside party provide and operate the machine, the City would likely need to go through a procurement process, such as a Request for Proposals. The City could not simply select a preferred individual or company without allowing others the opportunity to submit proposals.

Staff agreed they would continue to gather information including possible ownership, maintenance, procurement, and revenue-sharing options. Staff also suggested that the concept could be brought to the Parks Foundation at a future meeting to discuss, particularly regarding whether the foundation could receive revenue or be involved in branding and park-support messaging associated with the machine.

7. STAFF REPORTS: Parks and Recreation Deputy Director Ryan Reed

Deputy Director Reed reported that Nancy Weidenhamer Dog Park has been re-seeded again. The possibility of getting a turf bid has been discussed, but due to costs, they are still re-seeding instead of purchasing turf. Deputy Director Reed also noted that the nautical fencing at Norriego Point was recently put up, and that all of the sports fields have been fertilized and airified. Other areas discussed included the fencing being installed at Buck Destin Park for the basketball court, the new infield conditioner for the baseball and softball fields, and mulch and pine straw being placed at various park locations.

8. PUBLIC COMMENTS: NONE

9. NEXT MEETING DATE: MAY 26, 2026

10. ADJOURNMENT: Having no further discussion, the meeting was adjourned at 5:32 PM.

Adopted this _____day of _____, 2026.

_____ _____

Autumn Weidenhamer, Chairwoman Sharon L. Gardner Records Mgmt. Specialist

ITEM # 2026-775

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2026
TYPE OF AGENDA ITEM: Announcement
AGENDA OUTLINE NUMBER: 4.O.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements

I. BACKGROUND:

II. DISCUSSION:

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

E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

None

ITEM # 2026-778

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2026
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.A.

TO: City Council

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

FROM: Daniel Butler, Principal Planner
Tina Deater, Community Development Director

DATE: April 28, 2026

SUBJECT: First Reading of Ordinance 26-06-LC - AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, RENUMBERING THE EXISTING ARTICLE 11 OF THE LAND DEVELOPMENT CODE AS ARTICLE 7; CHANGING THE NAME OF EXISTING "ARTICLE 11 COASTAL MANAGEMENT AND CONSERVATION" TO "ARTICLE 7 - RESOURCE CONSERVATION, PROTECTION, RESILIENCY, AND SUSTAINABILITY"; ADDING THE FOLLOWING EXISTING SECTIONS OF THE LAND DEVELOPMENT CODE TO "ARTICLE 7 - RESOURCE CONSERVATION, PROTECTION, RESILIENCY, AND SUSTAINABILITY": SECTION 7.05.00 - PROTECTION AND PRESERVATION OF ARCHEOLOGICAL AND HISTORIC RESOURCES, SECTION 7.17.04 - OUTDOOR LIGHTING STANDARDS FOR THE MARINE TURTLE CONSERVATION ZONE, AND SECTION 7.20.00 - SMALL-SCALE ALTERNATIVE ENERGY GENERATION REGULATIONS; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

I. BACKGROUND:

On April 5, 2021, City Council unanimously approved the scope of work and budget to rewrite the Land Development Code (LDC). Since then, staff has advanced the project through comprehensive review, public comment and drafting. Major activities have included:

- **Review of Comprehensive Plan Policies**
- **Developing Planning Areas and their associated Intent Statements**
- **Review of the LDC text chapter by chapter**

- **Public workshops with City Council, the Local Planning Agency (LPA) and other advisory boards**

A draft of Article 7 was presented to the City Council at its workshop on October 28, 2024, and their comments have been incorporated into the proposed Ordinance, along with public comments and recommendations from the Local Planning Agency and the Harbor and Waterways Board.

II. DISCUSSION:

Drafts of ***Article 7 – Resource Conservation, Protection, Resiliency, and Sustainability*** have been available for public review since April 2024. Article drafts have gone through several review iterations with Community Development Staff, other Departments and the City's Land Use Attorney, and public review and discussion at several LPA and Harbor and Waterways Board meetings. Criteria for evaluating the existing and proposed LDC regulations include the LDC's purpose and intent, public comments, feedback from the City Council, LPA and other boards, and compliance with the City's adopted Comprehensive Plan and State Statutes.

Article 7 – Resource Conservation, Protection, Resiliency, and Sustainability establishes regulations that are focused on protecting Destin's environment and natural resources, while balancing property rights. The Article focuses on coastal protection, flood mitigation, protection and restoration of wetlands, and enhancing the quality of life and development. The revised Article 7 makes it easier to understand what the Bay Shoreline, Gulf Shoreline, and other environmentally sensitive regulations are and where they are applicable. It also places all natural and historical resource protection regulations in one location, making it easier for staff and customers to find the applicable requirements. Further, the Marina Siting section (Section 7.03) has been updated and is focused on actual development rather than behavior. Many regulations that exist in the current Marina Siting section have to do with post-development activities, such as no dumping of waste, not actual development standards, and these are slated to be moved to the City's Code of Ordinances. The structure of the Net Positive Environmental Benefit Fee in Section 7.03.05, which is intended to support funding of infrastructure improvements that protect and enhance water quality in the Destin Harbor, has also been revised from a percentage of construction cost to an annual flat fee per slip. The residential slip fee is proposed to be $50 and the non-residential slip fee is proposed to be $100. Homesteaded properties would be exempt from the fee and property owners that paid into the fund in the last 10 years would also be exempted from the fee on a prorated basis.

The new Article 7 includes the regulations from the current Article 11 and the following Sections from the current Article 7:

Article 7 - Zoning Regulatory Controls

- Section 7.05.00 Protection of archeological and historic resources.
- Section 7.20.00. Small-scale alternative energy generation regulations.

Recent Updates/Changes to Organization

Below is an overview of the organizational and language changes to Article 7 that have occurred since the October 28, 2024, City Council workshop.

- Added Natural Groundwater Aquifer, Sand, and Gravel Recharge (7.01.07)

- Added Floodplain Management (7.02.00)
- Added Potential NBEB Reductions via environmentally friendly materials (7.03.05.C)
- Added Discharge Monitoring (7.05.04)
- NPEB Fee Structure (7.03.05)

February 19, 2026 LPA Meeting:
At the regularly scheduled LPA meeting on February 19, 2026, the LPA voted for Staff to revise the Net Positive Environmental Benefit (NPEB) section of Article 7 to reflect the LPA's recommendation to City Council. The LPA's recommended methodology consists of charging a property owner annually for each slip on the premises. Residential slips would be charged $50 per slip per year, while non-residential slips would be charged $100 per slip per year. Homesteaded properties would be 100% exempt from this NPEB fee. Additionally, there is an exemption for any property that paid into the existing NPEB fee structure within the last ten (10) years. While reviewing the revisions, the agency liaison also recommended that Staff remove the NPEB reduction allowances, stating they were geared more towards the methodology that utilized cost of construction, and not applicable to this new fee structure.

March 26, 2026 Harbor and Waterways (HWB) Meeting:
At the regularly scheduled HWB meeting on Thursday, March 26, 2026, the HWB voted 4-1 to support the LPA recommended methodology for NPEB collection.

April 2, 2026 LPA:
At the regularly scheduled LPA meeting on Thursday, April 2, 2026, the LPA unanimously voted to recommend City Council approval of Ordinance 26-06-LC.

May 4, 2026 City Council:
At the regularly scheduled City Council meeting on May 4, 2026, the Council voted to table Ordinance 26-06-LC until the next meeting. Prior to tabling the item, Councilmember Trammel proposed adding language to further clarify that the City is not responsible for the historic movement of natural streams and wetlands.

A. Link to Strategic Goals / Objectives: I. Financially sound city providing service excellence.
II. Enhanced quality of life and safety for all families.
III. Economic development and revitalization.
IV. Effective, efficient, and aesthetically pleasing infrastructure.
V. A green and sustainable environment.

B. Effect on Budget (EOB): Staff and committees propose the NPEB fee collection methodology be revised to:
1. Make dock and slip renovations/construction more affordable, and to encourage renovations
2. Provide for more predictable cashflow to pay for costs to maintain the water quality in the Destin Harbor.

The current fee base is 25% of construction over water in the Destin Harbor and adjacent canals.

Proposals to update the fee base:
1. LPA proposal #1: Non-homesteaded residential boat slips $50 per year per

slip and commercial boat slips $100 per year per slip. 10-year exemption for property owners who have paid an NPEB fee using construction cost as the fee basis. Estimated impact: $87k/year revenue (versus current average of $25 - $36k/year).

2. LPA proposal #2: Commercial boat slips pay $250/year slip. Estimated impact: $107,500/year revenue

3. Staff proposal #3: Commercial boat slip owners pay on a sliding scale depending on number of slips owned. Estimated impact: $43,000 - 107,500 per year:

# of slips	annual fee per slip	max annual fee
1 - 10	$ 250	$ 2,500
11 - 25	$ 175	$ 4,375
26 - 75	$ 125	$ 9,375
'75 - 100	$ 100	$ 10,000
100+		$ 10,000

Estimated annual costs to maintain Harbor Water Quality:
Base operations $48,000-$51,000 per year (utilities, stormwater outfall cleaning, water analytics).
Periodic 1: Harbor Pump and Pump House renew/replace every 20 years should set aside $50k/year
Periodic 2: dredging every 3 years is $400k, usually covered 50% by a grant

C. Level of Service (LOS): City services could be improved by having a more predictable funding source that is easier for Staff to administer.

D. Legislative Sponsor: N/A

E. Business Impact Statement: See attached.

III. CONCLUSION:

Article 7 establishes regulations that are focused on protecting Destin's environment and natural resources, while balancing property rights. The Article focuses on coastal protection, flood mitigation, protection and restoration of wetlands, and enhancing the quality of life and development. Ordinance 26-06-LC creating Article 7 – Resource Conservation, Protection, Resiliency, and Sustainability will establish a new article in the Land Development Code (LDC), which will become effective on October 1, 2026, provided that it is adopted by the City Council and signed by the Mayor prior to October 1, 2026.

IV. RECOMMENDED MOTION:

Alternative Motions

LPA Proposal #1

1. I move that the City Council approve proposed Ordinance 26-06-LC on first

reading with Section 7.03.05 (NPEB) as written in Exhibit A, and with the inclusion of the language to further clarify that the City is not responsible for the historic movement of natural streams and wetlands.

LPA Proposal #2

2. I move that the City Council approve proposed Ordinance 26-06-LC on first reading with Section 7.03.05 (NPEB) revised to reflect that only commercial boat slips will be assessed an annual NPEB fee of $250.00 per slip, and with the inclusion of the language to further clarify that the City is not responsible for the historic movement of natural streams and wetlands.

Staff Proposal #3

3. I move that the City Council approve proposed Ordinance 26-06-LC on first reading with Section 7.03.05 (NPEB) revised to reflect that only commercial boat slips will be assessed an annual NPEB fee on a sliding scale based upon the number of slips owned, and with the inclusion of the language to further clarify that the City is not responsible for the historic movement of natural streams and wetlands.

4. I move that the City Council approve proposed Ordinance 26-06-LC on first reading with Section 7.03.05 (NPEB) revised to keep the NPEB fee as currently assessed, and with the inclusion of the language to further clarify that the City is not responsible for the historic movement of natural streams and wetlands.

5. I move that the City Council approve proposed Ordinance 26-06-LC on first reading with Section 7.03.05 (NPEB) removed along with all references to NPEB fees, and with the inclusion of the language to further clarify that the City is not responsible for the historic movement of natural streams and wetlands.

6. I move that the City Council approve proposed Ordinance 26-06-LC on first reading with the following modification: _____.

Attachments:

1. Ord. 26-06-LC - Article 7 May 4 2026 Council Mtg
2. Exhibit A to Ordinance 26-06-LC - Article 7
3. 2-19-26 LPA Minutes
4. City Council Workshop Minutes Article 7
5. NPEB Fee Summary W

Trend rv 2026 0319

6. Ord. 26-06-LC Business Impact Statement
7. LDC Approval Timeline_04.28.26

ORDINANCE NO. 26-06-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, RENUMBERING THE EXISTING ARTICLE 11 OF THE LAND DEVELOPMENT CODE AS ARTICLE 7; CHANGING THE NAME OF EXISTING "ARTICLE 11 COASTAL MANAGEMENT AND CONSERVATION" TO "ARTICLE 7 - RESOURCE CONSERVATION, PROTECTION, RESILIENCY, AND SUSTAINABILITY"; ADDING THE FOLLOWING EXISTING SECTIONS OF THE LAND DEVELOPMENT CODE TO "ARTICLE 7 - RESOURCE CONSERVATION, PROTECTION, RESILIENCY, AND SUSTAINABILITY": SECTION 7.05.00 - PROTECTION AND PRESERVATION OF ARCHEOLOGICAL AND HISTORIC RESOURCES, SECTION 7.17.04 - OUTDOOR LIGHTING STANDARDS FOR THE MARINE TURTLE CONSERVATION ZONE, AND SECTION 7.20.00 - SMALL-SCALE ALTERNATIVE ENERGY GENERATION REGULATIONS; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section l.0l (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, Chapter 163, Part II, of Florida Statutes, entitled the Community Planning Act ("Act"), empowers and requires the City Council to plan for the City's future development and growth and to adopt and amend its Land Development Code, or elements of portions thereof, to guide the future growth and development of the City; and

WHEREAS, a comprehensive review of the entire Land Development Code has not taken place in some time; and

WHEREAS, the City Council has a goal of updating the Land Development Code to promote consistency with the latest state and federal laws, as well as best practices for land development in Florida; and

WHEREAS, the City Council has undertaken an effort to rewrite portions of its Land Development Code ("LDC") to improve usability, implement missing elements of the Comprehensive Plan, and modernize development standards; and

WHEREAS, the City Council desires to clean up items in the LDC related to inconsistencies in the existing code, problems identified in the course of everyday implementation, or items that were missing or outdated due to changes in the City's practices or development

typologies; and

WHEREAS, the City Council endeavors to modernize the LDC by addressing items that will result in structural improvements to the LDC or areas where best practices have changed significantly since the relevant regulations were last updated; and

WHEREAS, the City Council desires to improve areas of development and land use that are insufficiently addressed by the current code; and

WHEREAS, the City Council desires to maintain the quality of life for City residents by protecting environmental resources, protecting existing neighborhoods, and protecting wildlife areas and natural amenities; and

WHEREAS, the City Council seeks to discourage sprawl development and provide guidance for infill development; and

WHEREAS, on April 13, 2021, the City Council retained 3TP Ventures as a consultant to assist City staff with a comprehensive rewrite of the Land Development Code ("LDC"); and

WHEREAS, from 2022 to 2024, City Staff held multiple workshops before the City's Land Planning Agency and incorporated recommendations from the LPA into the proposed LDC; and

WHEREAS, from 2022 to 2024, City Staff held multiple workshops before the City Council and incorporated policies discussed at the City Council workshops into the proposed LDC; and

WHEREAS, the City Council desires to provide for the health, safety and welfare of its citizens by modernizing and simplifying the LDC; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens; and

WHEREAS, the Local Planning Agency held a public hearing, with all required public notice on February 19, 2026, for the purpose of providing recommendations to the City Council with regard to this Ordinance amending the Land Development Code and recommended that the City Council adopt the Ordinance amending the Land Development Code; and

WHEREAS, a public hearing has been conducted by the City Council after due public notice.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

NOTE: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, <u>underline language</u> is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol * represents sections of the Land Development Code that have been skipped and remain unchanged.**

SECTION 3. Article 11 - Coastal Management and Conservation of the Land Development Code is hereby renumbered as Article 7 - Resource Conservation, resiliency, and Sustainability and additionally modified as shown in Exhibit A to this Ordinance.

SECTION 4. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective on October 1, 2026, provided it is adopted by the City Council and signed by the Mayor prior to October 1, 2026.

(Signature Page Follows)

ADOPTED THIS ____DAY OF _____, 2026.

By: _____
Bobby Wagner, Mayor

ATTEST:

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

_____
Rey Bailey, City Clerk

_____
Kimberly Romano Kopp, City Attorney

First Reading: _____
Second Reading: _____

EXHIBIT 'A'

City of Destin, FL - Article 7 - Resource Conservation, Protection, Resiliency, and Sustainability

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EXHIBIT 'A'

City of Destin, FL - Article 7 - Resource Conservation, Protection, Resiliency, and Sustainability

ARTICLE 7 - RESOURCE CONSERVATION, PROTECTION, RESILIENCY, AND SUSTAINABILITY

SECTION 7.01 ENVIRONMENTAL & NATURAL RESOURCE PROTECTION

SECTION 7.01.01 PURPOSE

A. The purpose of this Section is to provide regulations intended to protect the City's existing environmental and natural resources, especially the coastal resources. Therefore, this Section intends to establish regulations to mitigate the impacts of floods, protect and restore wetlands, limit the impact of development, and enhance the quality of life and property.

B. It is also the purpose of this Section to ensure that publicly funded infrastructure shall not be built within any Coastal High Hazard Area (CHHA) unless the facility is for any of the following:

1. Protection of public health and safety
2. Creation of open space
3. Implementation of beach restoration
4. Shoreline erosion protection programs

SECTION 7.01.02 BAY SHORELINE PROTECTION ZONE

A. The Bay Shoreline Protection Zone is applicable to properties lying within the City limits along the waterfront of Choctawhatchee Bay, Joe's Bayou, Marler Bayou and Indian Bayou. This zone is defined as a 50-foot buffer that begins at the mean high-water line and extends landward 50 feet. This buffer zone shall consist of preserved native vegetation, including canopy, understory, and ground cover.

B. The following regulations shall apply to all development and redevelopment within the Bay Shoreline Protection Zone of the City:

1. No native vegetation shall be removed from the coastal or wetland shoreline without a duly authorized permit from the city and state agencies, as applicable.
2. The minimum setback for principal habitable structures shall be 50 feet from the mean high-water line.
    a. If the 50-foot setback cannot be achieved due to depth of property prior to platting of lots, right-of-way easements, utility easements, or access easements existing at the time of adoption of this ordinance, the maximum width achievable shall be provided.
    b. An applicant claiming inability to comply with the 50-foot setback requirement because of the above-stated causes must submit documentation certified by an engineer as to the limitations on the property which make compliance impossible.
    c. Minor structures and accessory uses are allowed within this buffer zone, provided these improvements do not constitute more than 40 percent of the square footage within the buffer zone.
        i. These improvements shall comply with Article 6 of this Code.
3. Other uses and activities permitted in the Bay Shoreline Protection Zone are those that are compatible with the protection and conservation of the areas, as described below:
    a. Scenic, historic, wildlife, or scientific preserves,
    b. Minor maintenance or emergency repair to existing structures or improved areas, and

c. Bulkheads and/or seawalls along or within property lines.

SECTION 7.01.03 GULF SHORELINE PROTECTION ZONE

A. The Gulf Shoreline Protection Zone consists of the area that commences at the mean high-water line, runs to, and includes ten feet (10') landward of the primary dune system.
   1. The 10' landward area of the dune system shall function as a buffer, and shall be planted with native plantings, excluding trees.
   2. Whenever any construction activity is to be undertaken in the area between the CCCL and the landward limit of the Gulf Shoreline Protection Zone, and such construction would alter any portion of the primary dune, the City shall require the implementation of an FDEP approved Beach and Dune Restoration Plan to mitigate any damage which would result from the construction.
      a. Proof of FDEP review shall be submitted at the time of Development Order application.
      b. Proof of FDEP approval shall be submitted at time of construction permitting.
   3. Public expenditures within any Gulf Shoreline Protection Zone shall comply with the LDC and shall be limited to the following:
      a. Recreational uses,
      b. Protection or restoration of valuable natural resources, or
      c. Increase the public's access to the shoreline.

B. Prohibitions
   1. The following activities shall be prohibited within the Gulf Shoreline Protection Zone:
      a. Construction of buildings and structures
      b. Removal of vegetation, except as allowed pursuant to an approved FDEP permit,
      c. Planting new vegetation, except for native, salt-resistant species suitable for beach and dune stabilization,
      d. Installation of temporary or permanent coastal armoring, unless a Building Permit is obtained, and all construction complies with applicable Federal, State, and Local regulations.
      e. Exceptions
         i. Minor structures authorized by FDEP; albeit the minimum setback for construction within properties fronting the Gulf of Mexico shall not be less than 50 feet from the mean high-water line.
         ii. The prohibitions listed above shall not apply to construction landward of the Coastal Construction Control Line nor to any structure or activity permitted by FDEP.
         iii. Beach boxes.

C. Dune enhancement.
   1. All persons constructing elevated boardwalks on property located in the Gulf Shoreline Protection Zone shall include in their plans provisions to enhance and revegetate the dune system on their property.

D. The following development standards shall apply to all developments located within the Gulf Shoreline Protection Zone:
   1. Point source and non-point source discharges are prohibited, except for stormwater, in accordance with Section 7.05 of this Article.

2. Siltation and erosion control measures shall be applied to stabilize disturbed areas during and after construction. Sediment settling ponds shall be installed for stormwater runoff prior to the creation of any impervious surfaces. For lots or parcels that are cleared, silt screens shall be placed between the construction site and the water body to prevent erosion and siltation.

SECTION 7.01.04 WHITE SAND PROTECTION ZONES

A. The purpose of this Section is to prohibit and/or regulate the use of clays, sand-clay mixtures or any other material subject to wind and water transport that can be potentially discoloring to the natural white sands and to the waters of the City, and to regulate and require permitting for use of these materials in other areas of the City. The provisions of this Section shall apply to all types of construction.

B. Approvable Materials
   1. Zone 1: White sand must be used as fill material in a White Sand Zone 1.
   2. Zone 2: White sand, sandy soil which is indigenous to Zone 2, or other sandy soil which is as light or lighter than the undisturbed indigenous soil on site may be used in Zone 2.
   3. Prior to any development or redevelopment on properties or portions thereof which are located within a White Sand Zone 1 or Zone 2, a sample of existing and proposed fill shall be provided to the Planning Division for final decision of approval / disapproval.
   4. Special purpose materials, as described below, may be used within a White Sand Zone 1 or 2:
      a. Discoloring material used for horticulture and landscaping may be used if discoloration is limited to the planted area by containment safeguards. Any discoloration to public or other private property is unlawful. It shall be the responsibility of the permitted property owner to clean and restore any discolored public or other private property affected by landscaping or horticultural activity.
      b. Beneath building foundations, parking lots, and roadbeds, limestone, dolomite, crushed lime rock, and other similar stabilizing materials containing no red clay, red sand, tan sand, or other adversely deeply tinted material, may be used if both of the following measures have been incorporated:
         i. The material is contained by a concrete curb or solid concrete block wall extending not less than one foot below grade and as deep as necessary to provide containment.
         ii. The material must be covered by a permanent cover such as asphalt, concrete or other appropriate material within five (5) calendar days (120 hours) of placement.
            (a) If it is not practical to permanently cover the material until the completion of construction, the material must be physically sealed by a wind- and water-resistant membrane as soon as possible, in no case more than five (5) calendar days (120 hours) after its placement and must be permanently covered at the completion of construction prior to the issuance of a Certificate of Occupancy or Completion, whichever is applicable.
      c. Driveways and parking lots within any White Sand Zone may use oyster shell, granite, or washed, coarse aggregate rock meeting FDOT standards for final driveway or parking lot material, provided these materials shall be contained to those areas and shall not be spread elsewhere on the site as fill material.

i. Driveways and parking lots within White Sand Zone 1 shall contain these materials by utilizing concrete curbing that extends no less than one (1) foot below grade.
ii. Sections of driveways located within the right-of-way must be solid surfaced, in accordance with Article 6.

5. Reconstruction & Redevelopment
   a. At any time of reconstruction or redevelopment where previously utilized materials that are not compliant with this Section are disturbed, the nonconforming materials/soils shall be removed from the site and from the zone using safeguards to prevent discoloring the natural sand and water at the site and adjacent properties. Such removal shall be completed within five (5) business days.
      i. If the native soil of such site does not comply with this Section, the applicant shall demonstrate that the use of the native soil shall not alter or adversely affect the surrounding properties.
      ii. In no case shall any red clay, red dirt, or other staining material be allowed to remain on site.

SECTION 7.01.05 ENVIRONMENTALLY SENSITIVE AREAS

A. The purpose of this Section is to protect the City's Environmentally Sensitive Areas (ESAs), which have special environmental attributes worthy of retention or special care to maintain habitat, open space, and wildlife corridors; provide stormwater management, filtration, flood, and erosion control benefits; and protect surface ground water quality.
   1. At a minimum, Norriego Point and all lands within the defined Coastal High Hazard Area (CHHA) and any functioning wetlands, as defined by United States Army Corps of Engineers (USACE) and Florida Department of Environmental Protection (FDEP) shall be included.
   2. A developer shall obtain a determination of the boundaries of a protected Environmentally Sensitive Area and submit to the City with development applications. Such applications shall include an adequate description of the land the developer wishes to develop, the nature of the developer's right to ownership or control of the land, and other information pertinent to the project.
   3. Development plans submitted to the City shall comply with applicable federal, state and water management district regulations relating to Environmentally Sensitive Areas. In all cases, the strictest of the applicable standards shall apply.
      a. Such development plans shall include a Wetland Report, prepared by appropriately licensed engineers, biologists, landscape architects, or other similar design or land planning experts.
   4. Handling and storage of fuel, hazardous/toxic substances, and waste
      a. Development where any types of fuel, hazardous/toxic substances, or waste will be stored, transferred, or sold shall employ the best available facilities and procedures for the prevention, containment, recovery, and mitigation of spillage of these substances. Facilities and procedures shall be designed to prevent substances from entering the water or soil and employ adequate means for prompt and effective cleanup of spills that do occur.
      b. No fuel, hazardous/toxic substances, or waste shall be stored in outdoor containers not specifically designed and intended for storage of such materials.

c. Storage or disposal of all types of fuel, hazardous/toxic substances, or waste is prohibited on or along shorelines.

B. Wetland Protection Zones

1. The boundaries of this zone shall be the most landward extent of the following:
   a. Areas within the dredge and fill jurisdiction of the Florida Department of Environmental Protection as authorized by F.S. Ch. 403.
   b. Areas within the jurisdiction of the U.S. Army Corps of Engineers as authorized by Section 404, Clean Water Act, or Section 1, River and Harbor Act.
   c. Areas within the jurisdiction of the Northwest Florida Water Management District.
   d. It shall be the responsibility of the owner/applicant to coordinate with all federal, state, and local agencies to determine if the property lies within any jurisdictional wetlands.
2. Development activities allowed within Wetland Protection Zones.
   a. Certain activities are presumed to have an insignificant adverse effect on the beneficial functions of Wetland Protection Zones.
   b. The activities below may be undertaken unless it is shown by competent and substantial evidence that the specific activity would have a significant adverse effect on the Wetland Protection Zone.
   c. For the reasons described above, the following uses and activities are permitted within a Wetland Protection Zone, provided it does not conflict with any other provisions of this Code:
      i. Scenic, historic, wildlife or scientific preserves.
      ii. Minor maintenance or emergency repair to existing structures or improved areas.
      iii. Cleared walking trails with no structural components.
      iv. Timber catwalks and docks four (4) feet or less in width.
      v. Cultivating agricultural or horticultural products that occur naturally on the site.
      vi. Developing an area that no longer functions as a wetland, except a former wetland that has been filled or altered in violation of any rule, regulation, statute, or this Code.
         (a) Such evidence shall be provided by the applicant to FDEP for review.
3. The following special design standards apply to any development within Wetland Protection Zones:
   a. Wherever possible, natural buffers shall be retained between all development and all Wetland Protection Zones.
      i. If a natural buffer does not exist, an equivalent buffer shall be created.
      ii. The size of the buffer shall meet the minimum requirements as defined by the Northwest Florida Water Management District (NWFWMD) to prevent significant adverse effects on the protected area.
      iii. At no point shall a buffer have less than an average width of twenty-five feet (25'), with a minimum width of fifteen feet (15').
   b. The developer shall completely restore any portion of a wetland protection zone damaged during construction.
      i. Complete restoration means that the damaged area shall, within five years, be operating as effectively as the natural system did prior to being destroyed.

c. Other reasonable protective measures necessary to prevent significant adverse effects on a Wetland Protection Zone may be required. Protective measures may include, but are not limited to:
   i. Maintain natural drainage patterns,
   ii. Limiting the normal removal of vegetation to the minimum amount necessary to conduct the development activity,
   iii. Expeditiously replanting disturbed areas,
   iv. Stabilizing banks and other unvegetated areas by siltation and erosion control measures,
   v. Minimizing the amount of fill used in the development activity,
   vi. Disposing of dredged spoil at specified locations in a manner causing minimal environmental damage,
   vii. Constructing channels at the minimum depth and width necessary to achieve their intended purposes and designing them to prevent slumping and erosion and allow revegetation of banks,
   viii. Dredging wetlands at times of minimum biological activity to avoid periods of fish migration and spawning and other cycles and activities of wildlife,
   ix. Designing, locating, constructing, and maintaining all development in a manner that minimizes environmental damage,
   x. Prohibiting septic tanks, or
   xi. Requiring the developer and successor to record deed restrictions and other legal mechanisms to protect the environmentally sensitive areas and maintain the development.

d. The City Council may require additional environmental protection measures to provide sufficient protection for Wetland Protection Zones.

e. Clustering Development
   i. In the case that any proposed development is located on property with wetlands, the allowable density and/or intensity of the total site shall be applied to the developable area outside of the wetlands.
   ii. In no case shall the proposed density and/or intensity be greater than the allowable density of the total site.
   iii. Clustering development allowances only apply if the developer does not build within the wetlands, and all protective measures, as identified above, are implemented to reduce adverse impacts to the wetlands.

C. Coastal Marsh Vegetation Protection Zones
1. This Section shall apply to any property that contains coastal marsh vegetation.
2. Regulations for structures built over Coastal Marsh Vegetation Protection Zones
   a. The structure shall be designed to have the smallest footprint practicable.
   b. The elevation of the structure shall be a minimum of eight feet (8') above the coastal marsh vegetation area floor level.
   c. The width of the structure shall be limited to a maximum of four feet (4').
   d. The gaps between the boards for the structure shall comply with FDEP standards.
   e. The structures shall be aligned in a north-south direction wherever practicable.

3. Prohibited acts in Coastal Marsh Vegetation Protection Zones
    a. No person shall remove, cut, or alter the natural growth of coastal marsh vegetation.
    b. No herbicide or pesticide is to be used on coastal marsh vegetation.
    c. No placement of riprap on coastal marsh vegetation or within five feet (5') of coastal marsh vegetation.
    d. No placement or construction of seawalls in areas containing coastal marsh vegetation.
    e. No storage of hazardous chemicals or materials.
4. Exceptions to prohibited acts in Coastal Marsh Vegetation Protection Zones
    a. Walls may be built as upland retaining walls with a minimum distance of five feet (5') upland of the coastal marsh vegetation.
5. The following standards apply to post-development activities taking place within any Coastal Marsh Vegetation Protection Zones.
    a. Point source and non-point source discharges.
        i. Absent an amendment to a development order, point source and non-point source discharges shall continue to meet the standards applicable to the original development.
    b. Clearing
        i. Absent an amendment to a development order, no person shall clear more vegetation than was permitted for the original development.
6. Fertilizers, herbicides, or pesticides shall not be applied in any Coastal Marsh Vegetation Protection Zones, except for projects conducted under the authority of F.S. §§ 373.451—373.4595, the Surface Water Improvement and Management Act, and government authorized mosquito control programs.
7. Spray vehicles used for mixing or spraying chemicals are prohibited from withdrawing water directly from open waters, as well as cleaning/discharging into any Coastal Marsh Vegetation Protection Zones.
8. Sewage, solid waste, and petroleum waste generated by vessels or vehicles on the site shall be collected and disposed of as required by law.

SECTION 7.01.06 SIGNIFICANT ENVIRONMENTS AND WILDLIFE PROTECTION

A. It is the purpose of this Section to provide standards necessary to protect the habitats of species, both flora and fauna, of endangered, threatened, or special concern status in the city. It is the intent of this Section to require that an appropriate amount of land shall be set aside to protect the habitat of rare, endangered or of special concern plant and animal species.
    1. Areas subject to the standards of this Section shall be those identified by the United States Fish and Wildlife Service (USFWS), Florida Fish and Wildlife Conservation Commission (FWC), or any other local, State, or Federal agency.
B. Habitat Management Plan
    1. It shall be the responsibility of the applicant to inform Staff whether a site contains plant or animal species which are endangered, threatened, or a species of special concern.
        a. If any of these species are present, the applicant shall submit and obtain a Habitat Management Plan to the Florida Fish and Wildlife Conservation Commission (FWC), the

United States Fish and Wildlife Service, or the Florida Department of Agriculture and Consumer Services.

b. This habitat plan shall include a field survey, written comments, and recommendations concerning the impact of the proposed use on such species from the appropriate agency.

c. City Council may utilize this information to consider including conditions of approval as deemed appropriate.

2. The Habitat Management Plan shall be prepared by an ecologist, biologist or other related professional. The plan shall document the presence of affected species, the land needs of the species that may be met on the development site, and shall recommend appropriate habitat management plans and other measures to protect the subject wildlife.
3. The final development plans approved for development shall substantially conform to the recommendations in the Habitat Management Plan.
4. Where land on a proposed development site is to be preserved as a habitat of rare, endangered, or special concern species, such land shall be adjacent to existing viable habitat, a significant wetlands system, floodplain, or wildlife corridor.
   a. If such lands are not adjacent to the development site, land to be set aside shall be of such quantity and quality to provide a viable habitat as documented in the study required by this Section.
   b. A conservation easement shall be recorded by the applicant for all land, including wetlands, which are to be preserved as a condition or a requirement of development approval.

C. Marine Turtle Conservation Zone.
1. These regulations are intended to accomplish the following:
   a. Protect marine turtle hatchlings from the adverse effects of artificial lighting.
   b. Provide overall improvement in nesting habitat degraded by light pollution.
   c. Increase successful nesting activities and production of hatchlings on the beaches located within the City of Destin.
2. All new coastal construction seaward of the Coastal Construction Control Line (CCCL) in the Marine Turtle Conservation Zone shall comply with the outdoor lighting standards outlined in Article 6.
3. Existing artificial light fixtures that are replaced for any reason shall comply with the marine turtle outdoor lighting standards provided in this Code.
4. The following activities are prohibited within a Marine Turtle Conservation Zone:
   a. The use of laser source light or any similar high intensity light for outdoor advertising.
   b. The operation of searchlights or beacons.
   c. All other outside light sources shall comply with this Code.

SECTION 7.01.07 NATURAL GROUNDWATER AQUIFER, SAND, AND GRAVEL RECHARGE

A. The Floridan Aquifer is not recharged within Okaloosa County. Protection of wells which draw potable water from the aquifer and their respective cones of influence is, however, a requirement of local government. Sand-and-gravel aquifers which overlie the impervious limestone strata covering the Floridan Aquifer yield water for irrigation purposes and is [are] also subject to conservation and protective measures of local government (policy 10.F.1).

B. The Local Government Comprehensive Planning and Land Development Regulation Act (LGCPLDRA) requires that local governments "generally identify and depict existing and planned water wells and cones of influence where applicable," within the land use elements of comprehensive plans (F.S. § 163.3177).
   1. A cone of influence is defined in rule 9J-5 as an area around one or more major water wells the boundary of which is determined by the Northwest Florida Water Management District (NWFWMD) or any other government agency that has specific statutory authority to make such a determination based on groundwater travel or drawdown depth (9J-5.003(18) FAC).
   2. The term "water well" is defined by rule 9J-5 as wells excavated, drilled, dug or driven for the supply of industrial, agricultural or potable water for general public consumption (9J-5.003(18) FAC).

C. The Northwest Florida Water Management District issues consumptive use permits for wells drawing water from the Florida [Floridan] Aquifer which meet certain withdrawal thresholds. In order to determine whether to allow the proposed withdrawal, NWFWMD staff must determine the impact of the well on adjacent property owners and the water resource. Rules generally state that the withdrawal of water from a well:
   1. Must not cause the level of the potentiometric surface under lands not owned, leased or otherwise controlled by the applicant to be lowered more than five feet.
   2. Must not cause the level of the water table under lands not owned, leased or otherwise controlled by the applicant to be lowered more than three feet.
   3. Must not cause the level of the surface of water in any lake or other impoundment to be lowered more than one foot; and
   4. Must not cause the potentiometric surface to be lowered below sea level (rule 40D-2.301(3), FAC).
   5. These regulations use the drawdown depth means of determining the impact on water resources since the quantity of consumptive use is the primary concern.

D. The location of potable wells within the City of Destin is depicted in figure 7-1, chapter 7, foundation document. To protect these sites, no land use or construction shall be permitted within a 200-foot radius of each well that is known to adversely affect the quality and quantity of water sources. Prohibited land uses within the 200-foot well site include, but are not limited to, the following: junkyards, landfills, septic tanks, storing of hazardous waste or regulated substances.

E. With the adoption of this Code, the City shall require that all shallow wells which tap the sand-and-gravel aquifer obtain a permit from the City. Applications for a sand-and-gravel well permit shall include the location of the proposed well on lot plats (objective 10.F.1; policies 10.F.1.1 and 10.F.1.2).
   1. Shallow wells which draw water from the sand-and-gravel aquifer shall be used for irrigation purposes only.
   2. Sand-and-gravel wells may not be located within 25 feet of another shallow well.

SECTION 7.02 FLOOD PLAIN MANAGEMENT

SECTION 7.02.01 ADMINISTRATION AND APPLICABILITY

A. The provisions of these regulations shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling,

enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

B. The purposes of these regulations and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:
   1. Minimize unnecessary disruption of commerce, access and public service during times of flooding;
   2. Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
   3. Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
   4. Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
   5. Minimize damage to public and private facilities and utilities;
   6. Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
   7. Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
   8. Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

C. These regulations are intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.

D. The degree of flood protection required by these regulations and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. These regulations do not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with these regulations.

E. Disclaimer of liability. These regulations shall not create liability on the part of the City Council of the City of Destin or by any officer or employee thereof for any flood damage that results from reliance on these regulations or any administrative decision lawfully made thereunder.

F. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

G. Areas to which this applies. These regulations shall apply to all flood hazard areas within the City of Destin, as established in Section 7.02.01.H of these regulations.

H. Basis for establishing flood hazard areas. The Flood Insurance Study for Okaloosa County, Florida, and Incorporated Areas dated March 9, 2021 and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM) and all subsequent amendments and revisions to such maps, are adopted by reference as a part of these regulations and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the City of Destin Annex located at 4100 Indian Bayou Trail, Destin, Florida.

I. Submission of additional data to establish flood hazard areas. To establish flood hazard areas and base flood elevations, Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

   1. Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of these regulations and, as applicable, the requirements of the Florida Building Code.
   2. Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a letter of map change that removes the area from the special flood hazard area.

J. Other laws. The provisions of these regulations shall not be deemed to nullify any provisions of local, state or federal law.

K. Abrogation and greater restrictions. These regulations supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including land development regulations, zoning ordinances, stormwater management regulations, and the Florida Building Code. In the event of a conflict between these regulations and any other ordinance, the more restrictive shall govern. These regulations shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by these regulations.

L. Interpretation. In the interpretation and application of these regulations, all provisions shall be:

   1. Considered as minimum requirements;
   2. Liberally construed in favor of the governing body; and
   3. Deemed neither to limit nor repeal any other powers granted under state statutes.

SECTION 7.02.02 FLOODPLAIN ADMINISTRATOR

A. The Floodplain Administrator shall be a position located in the Community Development Department or the Public Services Department or as assigned by the City Manager or their designee. The Floodplain Administrator may delegate performance of certain duties to other employees.

B. The Floodplain Administrator is authorized and directed to administer and enforce the provisions of these regulations. The Floodplain Administrator shall have the authority to render interpretations of these regulations consistent with the intent and purpose of these regulations and may establish

policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in these regulations without the granting of a variance pursuant to Section 7.02.06 of these regulations.

C. The Floodplain Administrator, in coordination with other pertinent offices of the City, shall:
   1. Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
   2. Review applications for modifications of any existing development in flood hazard areas for compliance with the requirements of Land Development Code Section 7.02, and City of Destin administrative and technical amendments to the Florida Building Code pertaining to the design and construction of buildings and structures in flood hazard areas;
   3. Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries' a person contesting the interpretation shall have the opportunity to appeal the interpretation;
   4. Provide available flood elevation and flood hazard information;
   5. Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by the applicant;
   6. Review applications to determine whether proposed development will be reasonably safe from flooding;
   7. Issue Floodplain Development Permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with Land Development Code Section 7.02 is demonstrated, or disapprove the same in the event of noncompliance; and
   8. Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of Land Development Code Section 7.02 and City of Destin administrative and technical amendments to the Florida Building Code pertaining to the design and construction of buildings and structures in flood hazard areas.

D. For applications to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:
   1. Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
   2. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
   3. Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; the determination requires evaluation of previous permits issued for improvements and repairs as specified in the definition of "substantial improvement;" and

4. Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant provisions of the Florida Building Code and these regulations is required.

E. The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to Section 7.02.06 of these regulations.

F. The Floodplain Administrator and the Building Official shall coordinate the issuance of all necessary notices or orders to ensure compliance with these regulations and the flood resistant construction requirements of the Florida Building Code.

G. The Floodplain Administrator shall make the required inspections as specified in Section 7.02.05 of these regulations for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. For buildings and structures subject to the Florida Building Code, the Floodplain Administrator shall make the required inspections of structures specified in Section 7.02.05 of these regulations and Florida Building Code, Building Section 110. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

H. The Floodplain Administrator shall have other duties, including but not limited to:

1. Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 7.02.01.D of these regulations;
2. Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
3. Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within six months of such data becoming available;
4. Review required design certifications and documentation of elevations specified by these regulations and the Florida Building Code and these regulations to determine that such certifications and documentations are complete;
5. Notify the Federal Emergency Management Agency when the corporate boundaries of the City of Destin are modified; and
6. Advise applicants for new buildings and structures, including substantial improvements that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."

I. Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of these regulations and the flood resistant

construction requirements of the Florida Building Code, including Flood Insurance Rate Maps; letters of map change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and these regulations; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to these regulations and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at the City of Destin Annex located at 4100 Indian Bayou Trail, Destin, Florida 32541.

SECTION 7.02.03 PERMITS

A. Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of these regulations, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the Community Development Department and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of these regulations and all other applicable codes and regulations have been satisfied.

B. Floodplain Development Permits or approvals shall be issued pursuant to these regulations for any development activities not subject to the requirements of the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

C. Buildings, structures and facilities exempt from the Florida Building Code. Pursuant to the requirements of federal regulation for the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code, Building Section 102.2 and any further exemptions provided by law, are subject to the requirements of these regulations:
   1. Railroads and ancillary facilities associated with the railroad.
   2. Nonresidential farm buildings on farms, as provided in F.S. § 604.50.
   3. Temporary buildings or sheds used exclusively for construction purposes.
   4. Mobile or modular structures used as temporary offices.
   5. Those structures or facilities of electric utilities, as defined in F.S. § 366.02, are directly involved in the generation, transmission, or distribution of electricity.
   6. Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
   7. Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

8. Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
9. Structures identified in F.S. § 553.73(10)(k), are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on Flood Insurance Rate Maps.

D. To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:
1. Identify and describe the development to be covered by the permit or approval.
2. Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
3. Indicate the use and occupancy for which the proposed development is intended.
4. Be accompanied by a site plan or construction documents as specified in Section 7.02.04 of these regulations.
5. State the valuation of the proposed work.
6. Be signed by the applicant or the applicant's authorized agent.
7. Give such other data and information as required by the Floodplain Administrator.
8. For projects proposing to enclose areas under elevated dwellings, include signed Declaration of Land Restriction (Non-conversion Agreement); the agreement shall be recorded on the property deed prior to issuance of the certificate of occupancy.

E. The issuance of a floodplain development permit or approval pursuant to these regulations shall not be construed to be a permit for, or approval of, any violation of these regulations, the Florida Building Codes, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

F. Expiration. If the work described in any permit has not been initiated within six months after the date of issuance thereof, such permit shall expire. No further work as described in the expired permit shall proceed unless and until a new permit has been obtained. Additionally, if work described in the building permit issued was commenced within six months after the date of issuance thereof, then work must be substantially completed within two years from the date of issuance.

G. The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or is in violation of these regulations or any other City ordinance, regulation or requirement.

H. Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:
1. The Northwest Florida Water Management District; F.S. § 373.036.
2. Florida Department of Health for onsite sewage treatment and disposal systems; F.S. § 381.0065, and Chapter 64E-6, F.A.C.
3. Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; F.S. § 161.141.
4. Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; F.S. § 161.055.

5. Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
6. Federal permits and approvals.

SECTION 7.02.04 SITE PLANS AND CONSTRUCTION DOCUMENTS

A. The site plan or construction documents for any development subject to the requirements of these regulations shall be drawn to scale and shall include, all provisions of section 2.18.02 and the following applicable to the proposed development:
   1. Delineation of flood hazard areas, floodway boundaries and flood zone(s), and base flood elevation(s).
   2. Where base flood elevations, or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 7.02.04.Cof these regulations.
   3. Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than five acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 7.02.04.C of these regulations.
   4. Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.
   5. Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
   6. Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
   7. Delineation of the coastal construction control line or notation that the site is seaward of the coastal construction control line, if applicable.
   8. Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.
   9. Existing and proposed alignment of any proposed alteration of a watercourse.

B. The City Manager upon request of the Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with these regulations.

C. Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, approximate Zone A, the Floodplain Administrator shall:
   1. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
   2. Obtain, review, and provide to applicants base flood elevation data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation data available from a federal or state agency or other source.
   3. Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator do not reasonably reflect

flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:

a. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or

b. Specify that the base flood elevation is not less than two feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two feet.

4. Where the base flood elevation data are to be used to support a letter of map change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

D. Additional analyses and certifications. As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses prepared and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

1. For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 7.02.04.E of these regulations and shall submit the conditional letter of map revision, if issued by FEMA, with the site plan and construction documents.

2. For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrates that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.

3. For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in section Section 7.02.04.E of these regulations.

4. For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.

E. Submission of additional data to FEMA. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a letter of map change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit

such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant. Further, it shall be the responsibility of the applicant to notify the City of any response received from FEMA in connection with the requested letter of map change from FEMA.

SECTION 7.02.05 INSPECTIONS

A. Development for which a permit or approval is required shall be subject to inspection by the Floodplain Administrator.
B. The Floodplain Administrator shall inspect all development to determine compliance with the requirements of these regulations and the conditions of issued floodplain development permits or approvals.
C. The Floodplain Administrator shall inspect buildings and structures subject to the Florida Building Code to determine compliance with the flood load and flood resistant construction requirements of issued building permits and the Florida Building Code.
D. The Floodplain Administrator shall inspect buildings and structures exempt from the Florida Building Code to determine compliance with the requirements of these regulations and the conditions of issued floodplain development permits or approvals.
E. Buildings and structures exempt from the Florida Building Code, lowest floor inspection. Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building or structure exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the Floodplain Administrator:
    1. If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
    2. If the elevation used to determine the required elevation of the lowest floor was determined in accordance with Section 7.02.04.C.3.b of these regulations, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.
F. Buildings and structures exempt from the Florida Building Code, final inspection. As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Section 7.02.05.E of these regulations.
G. The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of these regulations and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Floodplain Administrator.

SECTION 7.02.06 VARIANCES AND APPEALS

A. The Board of Adjustment shall hear and decide on requests for appeals and requests for adjustments from the strict application of these regulations. Pursuant to F.S. § 553.73(5), the Board of Adjustment shall hear and decide on requests for appeals and requests for variances from the

strict application of the flood resistant construction requirements of the Florida Building Code. The Board of Adjustment shall not have the power to issue variances to any requirement of the Florida Building Code, Building, Section 3109 applicable seaward of the coastal construction control line.

B. The Board of Adjustment shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator or the Building Official in the administration and enforcement of these regulations or the flood load and flood resistant construction requirements of the Florida Building Code. Any person aggrieved by the decision of Board of Adjustment may appeal such decision to the circuit court, as provided by Florida Statutes.

C. The Board of Adjustment shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 7.02.06.G of these regulations, the conditions of issuance set forth in Section 7.02.06.H of these regulations, and the comments and recommendations of the Floodplain Administrator and the Building Official. The Board of Adjustment has the right to attach such conditions as it deems necessary to further the purposes and objectives of these regulations. Pursuant to F.S. § 553.73(5), variances shall not be granted to the requirements of Section 3109 of the Florida Building Code applicable to structures seaward of the coastal construction control line.

D. A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in Section 7.02.04.C. of these regulations.

E. A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

F. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in these regulations, provided the variance meets the requirements of this Code, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

G. In reviewing requests for variances, the Board of Adjustment shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, these regulations, and the following:

1. The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
2. The danger to life and property due to flooding or erosion damage;
3. The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
4. The importance of the services provided by the proposed development to the community;

5. The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
6. The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
7. The safety of access to the property in times of flooding for ordinary and emergency vehicles;
8. The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
9. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

H. Conditions for issuance of variances. Variances shall be issued only upon:
   1. Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site render any provision of these regulations or the elevation standards of the Florida Building Code inappropriate;
   2. Determination by the Board of Adjustment that:
      a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
      b. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
      c. The variance is the minimum necessary, considering the flood hazard, to afford relief;
   3. Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the official records of Okaloosa County in such a manner that it appears in the chain of title of the affected parcel of land; and
   4. If the request is for a variance to allow construction of the lowest floor of a building, or substantial improvement of a building, below the elevation required by the Florida Building Code or required by these regulations, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as $25.00 for $100.00 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

SECTION 7.02.07 VIOLATIONS

A. Any development in a flood hazard area that is not within the scope of the Florida Building Code but that is regulated by these regulations that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with these regulations, shall be deemed a violation of these regulations. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by these regulations or the Florida Building Code is presumed to be a violation until such time as that documentation is provided. Therefore, in such circumstances, the burden shall be on the alleged violator to provide evidence of compliance with these regulations.

B. For development that is not within the scope of the Florida Building Code but that is regulated by these regulations and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

C. Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to chapter 14, City Code of Ordinances, and any other penalties as prescribed by law.

SECTION 7.02.08 FLOOD RESISTANT DEVELOPMENT

A. Subdivisions

1. Minimum requirements. Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:
   a. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
   b. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
   c. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
2. Subdivision plats. Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:
   a. Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
   b. Where the subdivision has more than 50 lots or is larger than five acres and base flood elevations are not included on the FIRM, the information required in Section 7.02.04.C of these regulations; and
   c. Compliance with the site improvement and utilities requirements of Section 7.02.08.A of these regulations.

B. Site Improvements, Utilities, and Limitations

1. Minimum requirements. All proposed new development shall be reviewed to determine that:
   a. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
   b. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
   c. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
2. Minimum requirements sanitary sewage facilities. All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE

24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

3. Water supply facilities. All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.
4. Limitations on sites in regulatory floodways. Development, site improvements, and land disturbing activity involving fill or regrading shall not be authorized in the regulatory floodway unless the floodway encroachment analysis required in Section 7.02.04.D.1 of these regulations demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.
5. Limitations on placement of fill. Subject to the limitations of these regulations, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code.
6. Limitations on sites in coastal high hazard areas (Zone V). In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by Section 7.02.04.D.4 of these regulations demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with Section 7.02.08.F.8.c of these regulations.

C. Manufactured Homes

1. General. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249, and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of these regulations. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the requirements.
2. Foundations. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:
    a. In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance the foundation requirements of the Florida Building Code, Residential Section R322.2 and these regulations.
    b. In floodways, are designed in accordance with ASCE 24.
    c. In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.3 and these regulations.
3. Anchoring. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

4. Elevation. All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential Section R322.2 (Zone A) or Section R322.3 (Zone V and Coastal A Zone).
5. Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322 for such enclosed areas, as applicable to the flood hazard area.
6. Utility equipment. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322, as applicable to the flood hazard area.

D. Recreational Vehicles and Park Trailers
1. Temporary placement. Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:
   a. Be on the site for fewer than 180 consecutive days; or
   b. Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.
2. Permanent placement. Recreational vehicles and park trailers that do not meet the limitations in Section 7.02.08.D.1 of these regulations for temporary placement shall meet the requirements of Section 7.02.08.C of these regulations for manufactured homes.

E. Tanks
1. Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.
2. Above-ground tanks not elevated. Above-ground tanks that do not meet the elevation requirements of Section 7.02.08.E.3 of these regulations shall:
   a. Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.
   b. Not be permitted in coastal high hazard areas (Zone V).
3. Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.
4. Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:

a. At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
b. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

F. Other Development

1. General requirements for other development. All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in these regulations or the Florida Building Code, shall:
   a. Be located and constructed to minimize flood damage;
   b. Meet the limitations of Section 7.02.08.B.4 of these regulations if located in a regulated floodway;
   c. Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
   d. Be constructed of flood damage-resistant materials; and
   e. Have mechanical, plumbing, and electrical systems above the design flood elevation, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.
2. Fences in regulated floodways. Fences in regulated floodways that have the potential to block the passage of floodwater, such as stockade fences and wire mesh fences, shall meet the limitations of Section 7.02.08.B.4 of these regulations.
3. Retaining walls, sidewalks and driveways in regulated floodways. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 7.02.08.B.4 of these regulations.
4. Roads and watercourse crossings in regulated floodways. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Section 7.02.08.B of these regulations. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of Section 7.02.04 of these regulations.
5. Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V). In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:
   a. Structurally independent of the foundation system of the building or structure;
   b. Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
   c. Have a maximum slab thickness of not more than four inches.
6. Decks and patios in coastal high hazard areas (Zone V). In addition to the requirements of the Florida Building Code, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:

a. A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.
b. A deck or patio that is located below the design flood elevation shall be structurally independent from buildings and structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to adjacent buildings and structures.
c. A deck or patio that has a vertical thickness of more than 12 inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to adjacent buildings and structures.
d. A deck or patio that has a vertical thickness of 12 inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave run-up and wave reflection.

7. Other development in coastal high hazard areas (Zone V). In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to adjacent elevated buildings and structures. Such other development activities include but are not limited to:
   a. Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
   b. Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and
   c. On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.
8. Nonstructural fill in coastal high hazard areas (Zone V). In coastal high hazard areas:
   a. Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.
   b. Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to adjacent buildings and structures.
   c. Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave run-up and wave reflection if the scale and location of

the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

SECTION 7.02.09 DEFINITIONS

A. General

1. Unless otherwise expressly stated, the following words and terms shall, for the purposes of these floodplain regulations, have the meanings shown in this section.
2. Where terms are not defined in these floodplain regulations and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code.
3. Where terms are not defined in these regulations or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.

B. Definitions

Accessory building. A building of not more than 100 square feet of gross floor area with a cost of not more than $1,000.00 that is unfinished inside, constructed with flood-resistant materials, and used only for storage.

Alteration of a watercourse. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal. A request for a review of the Floodplain Administrator interpretation of any provision of these regulations.

ASCE 24. A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 1612.2.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 1612.2.]

Basement. The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 1612.2.]

Building Official. The officer or other designated authority charged with the administration and enforcement of the Florida Building Code, or a duly authorized representative. [Also defined in FBC, B, Section 1612.2.]

Building permit. An official document or certificate issued by the community which authorizes performance of specific activities that are determined to be compliant with the Florida Building Code.

Coastal construction control line. The line established by the State of Florida pursuant to F.S. § 161.053, and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high hazard area. A special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V.

Critical facility. A facility for which even a slight chance of flooding might be too great. Critical facilities include, but are not limited to schools, nursing homes, hospitals, police, fire and emergency response installations, installations which produce, use or store hazardous materials or hazardous waste.

Declaration of Land Restriction (Nonconversion Agreement). A form provided by the Floodplain Administrator to be signed by the owner and recorded on the property deed in Official Records of the Clerk of Courts, for the owner to agree not to convert or modify in any manner that is inconsistent with the terms of the building permit and these regulations, enclosures below elevated dwellings.

Design flood. The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

1. Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or
2. Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet. [Also defined in FBC, B, Section 1612.2.]

Development. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The advancement or infringement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure. Any buildings and structures for which the "start of construction" commenced before July 6, 1988 [Also defined in FBC, B, Section 1612.2.]

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 1612.2.]

1. The overflow of inland or tidal waters.
2. The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 1612.2.]

Flood hazard area. The greater of the following two areas: [Also defined in FBC, B, Section 1612.2.]

1. The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
2. The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood Insurance Rate Map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 1612.2.]

Flood Insurance Study (FIS). The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 1612.2.]

Floodplain Administrator. The office or position designated and charged with the administration and enforcement of these regulations.

Floodplain development permit or approval. An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with these regulations.

Floodway. The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. [Also defined in FBC, B, Section 1612.2.]

Floodway encroachment analysis. An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code. The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic buildings/structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings.

Letter of map change (LOMC). An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of map change include:

1. Letter of map amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
2. Letter of map revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.
3. Letter of map revision based on fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.
4. Conditional letter of map revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds gross vehicular weight rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

1. Designed primarily for purposes of transportation of property or is a derivation of such a vehicle; or
2. Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
3. Available with special features enabling off-street or off-highway operation and use.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 1612.2.]

Manufactured home. A structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value. The value of buildings and structures, excluding the land and other improvements on the parcel. Market value is the actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value of the building or structure adjusted to approximate market value by a factor provided by the County Property Appraiser.

New construction. For the purposes of administration of these regulations and the building code, structures for which the "start of construction" commenced on or after July 6, 1988 and includes any subsequent improvements to such structures.

Nonresidential. Any building or structure or portion thereof that is not classified residential in accordance with the Florida Building Code, Building (Residential Group R or Institutional Group I) and ASCE 24. [Also see definition in ASCE 24.]

Park trailer. A transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances. [Defined in F.S. § 320.01]

Portable building. A structure fully licensed and ready for highway use and must be on wheels at all times, attached to a quick disconnect utility hook-up, and having no permanently attached additions. A quick disconnect utility hook-up means an electrical, water, sewer, gas, or other utility

connection which can be disconnected by hand in less than five minutes. Portable buildings as defined herein are exempt from all provision of Section 7.02. Floodplain Management.

Recreational vehicle. A vehicle, including a park trailer, which is: [Defined in F.S. § 320.01(b)]

1. Built on a single chassis;
2. Four hundred square feet or less when measured at the largest horizontal projection;
3. Designed to be self-propelled or permanently towable by a light-duty truck; and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Sand dunes. Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area. An area in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. The term also includes areas shown on other flood hazard maps, if such maps are adopted by the City of Destin or otherwise legally designated. [Also defined in FBC, B Section 1612.2.]

Start of construction. The date of issuance of permits for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns. Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 1612.2.]

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 1612.2.]

Substantial improvement. Any combination of repair, reconstruction, rehabilitation, addition or improvement of a building or structure taking place during a five-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the five-year period begins on the date of the first improvement or repair of that building or structure subsequent to May 19, 2008. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
2. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

Variance. A grant of relief from the requirements of these regulations, or the flood load and flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by these regulations or the Florida Building Code.

Watercourse. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

SECTION 7.03 MARINA SITING

SECTION 7.03.01 PURPOSE

A. This Section establishes and regulates standards by which the City controls and regulates development, construction, and activities within and contiguous to the Harbor and waterways of Destin.

SECTION 7.03.02 GENERAL REGULATIONS

A. The requirement of a Harbor and Waterways Board (HWB) application, and any applicable public hearings, shall be in accordance with Article 2 of this Code.
B. All marine construction projects shall provide the City with the applicable homeowner's association (if applicable), State, and Federal approvals at the time of building permit submittal.
C. No dock of 100 feet or longer shall be constructed unless a white navigation/security night-light is installed at the furthest point seaward on said dock.
    1. All navigation/security night-lights shall be illuminated continuously from dusk to dawn every night of the year.
    2. All existing docks 100 feet or longer shall install and operate a navigation/security light pursuant to this subsection.
        a. Each light shall be installed within 90 days after adoption of this Code.
D. No utility services shall be installed upon any dock without a permit obtained from the City.
E. Aerators or circulation devices may be required as determined by the City when water circulation is deemed to be impacted negatively by the proposed facilities.
F. Docking facilities for any nonresidential, commercial, or multi-unit development may be denied if the City Council determines that the proposed facility does not meet the criteria outlined below:
    1. Land use compatibility
        a. The applicant shall demonstrate that the proposed development, including its proposed scale and intensity, traffic-generating characteristics, and off-site impacts are compatible and harmonious with adjacent land uses and will not adversely impact land use activities in the immediate vicinity.
    2. Proper use of mitigative infrastructure

a. The applicant shall demonstrate the proposed development and site plan have been designed to incorporate mitigative techniques needed to prevent adverse impacts to surface waters.

3. Hazardous waste
   a. The proposed development shall not generate hazardous waste or require the use of hazardous materials in its operation without the use of city-approved mitigative techniques designed to prevent any adverse impacts to adjacent surface waters. The development shall include best management principles and practices.

G. Exemption:
   1. Any dock located on a private lake controlled by an active owner's association is exempt from the regulations of this Section.

SECTION 7.03.03 COMMERCIAL REGULATIONS

A. Commercial marine businesses located within the city that rent or operate passenger vessels must provide designated docking facilities, whether privately owned or leased.
B. All commercial docks shall be designed with at least one (1) sewage pump-out station for public use. Such sewage pump-out stations shall be operable and maintained.
C. All commercial docks shall be designed with the necessary firefighting facilities, as specified by the City or Destin Fire Control.
D. All nonresidential, commercial, mixed use, and/or multi-unit development that borders Destin Harbor, the East Pass or Choctawhatchee Bay that also builds a pier, dock, marina, or other marine development shall also include a water taxi stop by providing a minimum of one loading/unloading area or slip, which shall be reserved for use by a water taxi.
   1. This water taxi stop must be clearly marked by signage stating that it is reserved for the water taxi.
E. Transient Slips
   1. Non-rental transient slips
      a. If a non-rental transient slip is provided in any marine construction development, then a rental fee cannot be charged for use of the slip.
      b. No vessel may occupy a non-rental transient slip for more than six (6) hours.
   2. Short-term transient slips
      a. If a short-term transient slip is provided, a rental fee may be charged.
      b. No vessel may occupy a short-term transient slip for longer than seven (7) days.

SECTION 7.03.04 DIMENSIONAL AND DENSITY LIMITATIONS

A. Length
   1. The following table includes the maximum dock length allowed for any new dock construction or modifications. For the purposes of this subsection, lots may be combined with neighboring lots, however no dock may exceed the limitations outlined in this Section.

Table 7.02-1 Dock Length	
Dock Location	Maximum Length Allowed
Any waterfront property not adjacent to Choctawhatchee Bay or	The width of the lot at the mean high-water line, or 20% of the width of the adjacent waterway at the place the pier is connected to the uplands, whichever is less.

zoned South Harbor Mixed Use (SHMU)	
Waterfront property with uplands zoned South Harbor Mixed Use (SHMU)	1.5 times the width of the lot at the mean high-water line, or 20% of the width of the adjacent waterway at the place the pier is connected to the uplands, whichever is less.
Waterfront property adjacent to Choctawhatchee Bay.	1.5 times the width of the lot at the mean high-water line, or 200 feet, whichever is less.
Waterfront Property with less than 50 feet of waterfront shoreline.	No individual dock is allowed, unless parallel to the shoreline (marginal dock). Marginal docks shall not be wider than six (6) feet. Docks may be allowed if lots are combined with neighboring lots in accordance with this section

2. Measurement of length shall start at the waterward most point of the Mean High-Water Line. See Figure 7.02-1: Dock Length below.
3. From the waterward most point identified per paragraph 2 above, a perpendicular line is drawn waterward the distance allowed per the Table 7.02-1 above.
4. At the maximum distance of length allowed,another perpendicular line is drawn from between the identified or implied riparian lines.

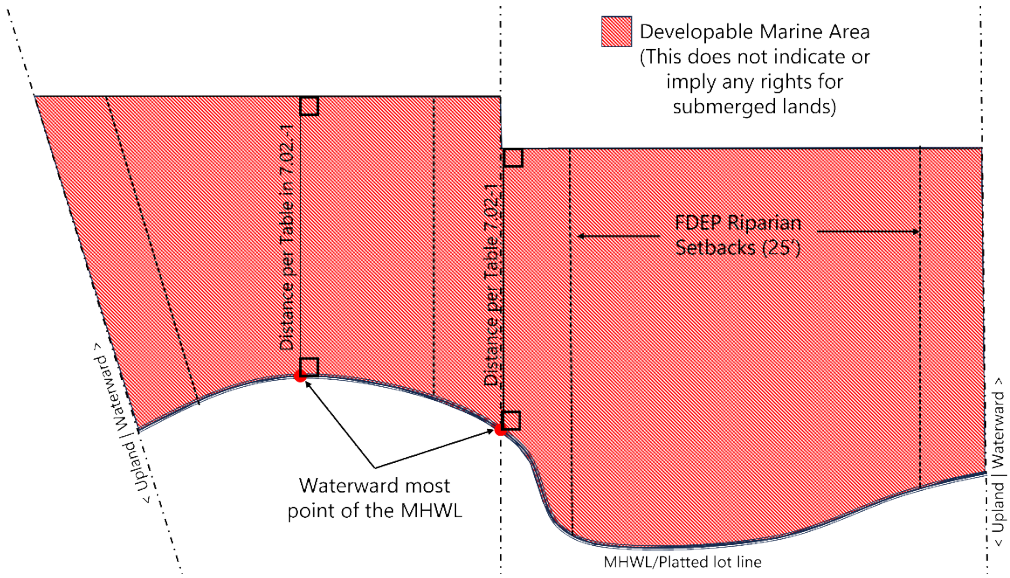


Figure 7.02-1: Dock Length

B. No pier shall extend more than six (6) feet into a canal right-of-way.

C. Density
1. No dock shall be constructed or modified such that slip density exceeds one (1) slip per eight (8) linear feet of waterfrontage.
2. Docks along canals shall not have more than one (1) slip per 45 linear feet of waterfrontage.
3. Lots that are riparian to a canal shall be entitled to at least two (2) slips on the canal.

EXHIBIT 'A'

City of Destin, FL - Article 7 - Resource Conservation, Protection, Resiliency, and Sustainability

SECTION 7.03.05 NET POSITIVE ENVIRONMENTAL BENEFIT FEE

A. A Net Positive Environmental Benefit (NPEB) fee shall be assessed to each property owner, annually, for each slip within the Destin Harbor. Such NPEB fee shall be assessed at the beginning of each fiscal year, and shall be paid by January 1 of each year. The NPEB fee shall be assessed at the following rate:
   1. Non-residential slips: $100 per slip on the premises.
   2. Residential slips (both single-family and multi-family): $50 per slip on the premises.

B. Exemptions
   1. Homesteaded properties shall not be assessed any annual NPEB fees.
   2. Any person, property owner, or entity that paid an NPEB fee in the year 2026 shall be granted a ten (10) year exemption from this NPEB fee. If payment was made in the year 2025, then a nine (9) year exemption shall be granted from this NPEB fee. This schedule shall continue in the like manner, with the exemption period decreasing by one (1) year for each additional year elapsed since any payment was made.
      a. It shall be the responsibility of the person, property owner, or entity to provide Staff with proof of payment of the NPEB fee.
      b. This exemption shall run with the property and not the individual payor.
      c. Upon expiration of the applicable exemption periods, the person, property owner, or entity shall be responsible for the NPEB fee in full annually.

SECTION 7.04 ARCHEOLOGICAL AND HISTORICAL RESOURCE PROTECTION

SECTION 7.04.01 PURPOSE

A. The protection and preservation of sites identified and documented as being significant either in American or local history, architecture, archaeology, engineering, or culture by the Florida Department of State, Division of Historic Resources or by the City of Destin is essential. They reflect the prehistoric occupation and historical development of the nation, state, and local community. .

SECTION 7.04.02 PRESERVATION OF HISTORICAL STRUCTURES, SITES, AND RESOURCES

A. Any time a proposed development may impact a historic or archeological site within the City, as deemed by the State, the following subsections of this Section shall apply. It shall be the responsibility of the owner/applicant to coordinate with all federal, state, and local agencies to determine if the proposed development may impact such identified sites within the City.
   1. Historic structures shall be exempt from the provisions of the Florida Building Code if any modification, repair, or restoration activity would jeopardize their historical integrity.
   2. Land alteration or development of land where such would contribute to the destruction of historic resources shall be prohibited.
   3. A project classified as a development of regional impact (DRI) shall contain a description of historical or archaeological sites within the proposed development and suggested mitigation measures for such resources if present. DRIs shall be submitted to the Compliance and Review Section in the Florida Department of State's Bureau of Historic Preservation.
   4. For any proposed development activity on a historic site previously identified in this Section, all Development Order applications (if applicable) or Building Permit applications shall include

an archeological and historic review summary, provided by the applicant. Such review summary shall be reviewed and approved by the City and Florida Department of State, Division of Historical Resources.

5. If valuable archaeological or historical resources are previously known to exist, development approval shall be conditioned upon performance of an archaeological salvage excavation plan approved by the City and the Florida Department of State, Division of Historical Resources.
    a. If artifacts of known or suspected historical significance are found on the site, any further land disturbing activities shall cease pending an evaluation by Florida Department of State, Division of Historical Resources.
6. The City shall prepare reports describing any developments that have discovered, impacted, or removed any historic or archeological artifacts or sites within the City when such events occur.
7. For any proposed development within the City's Harbor District Overlay or the Zerbe-Calhoun Overlay, see Article 4.

SECTION 7.05 ILLICIT DISCHARGE DETECTION AND ELIMINATION

SECTION 7.05.01 PURPOSE

A. The purpose of this Section is to provide for the health, safety, and general welfare of the citizens of Destin through the regulation of non-stormwater discharges to the storm drainage system to the maximum extent practicable as required by federal and state law.
B. This Section also establishes minimum standards and methods for controlling the introduction of pollutants into the Municipal Separate Storm Sewer System (MS4) to ensure compliance with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process.

SECTION 7.05.02 PROHIBITION OF ILLICIT DISCHARGES AND CONNECTIONS

A. Illicit discharge
    1. Aside from stormwater, no substances, materials, or effluent (chemical or physical) shall be discharged or caused to be discharged, by any person or entity, into the municipal storm drain system, adjacent properties, or watercourses.
    2. If a discharge is found, the City reserves the right to enforce this Section.
B. Prohibition of illicit connections.
    1. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
        a. The construction, use, maintenance, or continued existence of illicit connections to the storm drain system is prohibited.
        b. A person is considered to be in violation of this Section if the person connects a line conveying sewage to the MS4 or allows such a connection to continue.
        c. A person commits an offense if that person reinstates MS4 access to premises terminated pursuant to this section without the prior approval by the City.
C. Suspension of access to a municipal storm sewer system.
    1. The City may suspend access to the MS4 if any of the following situations occur:
        a. Suspension due to illicit discharges in emergency situations.
            i. The City, without prior notice, may suspend MS4 discharge access to a person or entity, when such suspension is necessary to stop an actual or threatened discharge which

presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or Waters of the United States.

ii. If the violator fails to comply with a suspension order issued in an emergency, the City may enter the property and take such steps as deemed necessary to prevent or minimize damage to the MS4 or Waters of the United States, or to minimize danger to persons.

iii. The violator shall be responsible for reimbursing the City or their agent for all costs incurred from the corrective action.

b. Suspension due to the detection of illicit discharge.

i. Any person discharging to the MS4 in violation of this section may have their MS4 access terminated if such termination would abate or reduce an illicit discharge.

c. Industrial or construction activity discharges.

i. Any person subject to an industrial or construction activity NPDES stormwater discharge permit, shall comply with all provisions of such permit.

(a) Proof of compliance with said permit may be required in a form acceptable to the City prior to the allowing of discharges to the MS4.

D. Private Single-Family/Duplex Illicit Discharges.

1. Direct or indirect non-stormwater contaminant or wastewater shall not leave said private property and enter an adjacent private property without receiving the adjacent property owner's express written consent.
   a. Irrigation sprinkler overspray is exempt from this requirement.
2. Swimming pool backwash/flush water, car wash water, pond, fountain, or any other water feature that receives periodic pumping out and/or cleaning shall either:
   a. Provide facilities to collect and hold wastewater on-site until it percolates or evaporates completely, without creating a mosquito breeding environment or any other hazard, or
   b. Discharge into an approved industrial sewer.
3. The system shall not be overwhelmed and allowed to spill over onto an adjacent property or Environmentally Sensitive Areas.

E. Industrial or construction activity discharges.

1. Any person subject to an industrial or construction activity NPDES stormwater discharge permit, shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the City of Destin prior to allowing discharges to the MS4.
2. Use of Best Management Practices (BMPs)
   a. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other waste into the MS4 or watercourses through the use of these structural and nonstructural BMPs.
   b. Any person responsible for a property or premises, which is, or may be the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and nonstructural BMPs to prevent the further discharge of pollutants into the MS4.
   c. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial activity, to the extent practicable, shall be deemed compliance with the provisions of this section.

d. The identified BMPs shall be part of a Stormwater Pollution Prevention Plan (SWPPP) as necessary for compliance with requirements of the NPDES permit.

SECTION 7.05.03 EXEMPTIONS

A. The commencement, conduct, or continuance of any illicit discharge to the storm drain system is prohibited except as described as follows:
   1. Water line flushing or other potable water sources,
   2. Landscape irrigation or lawn watering,
   3. Diverted stream flows,
   4. Rising ground water,
   5. Ground water infiltration to storm drains,
   6. Uncontaminated pumped ground water,
   7. Foundation or footing drains (not including active groundwater dewatering systems),
   8. Crawl space pumps,
   9. Air conditioning condensation,
   10. Springs,
   11. Non-commercial washing of vehicles,
   12. Natural riparian habitat or wet-land flows,
   13. Swimming pools (if dechlorinated less than one part per million chlorine),
   14. Firefighting activities,
   15. Other water source not containing pollutants,
   16. Discharges specified in writing by the City as being necessary to protect public health and safety, or
   17. Dye testing, given a written notification is provided to the City at least 48 hours prior to the time of the test.

B. The prohibition shall not apply to any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency (EPA).
   1. The permitted discharger shall be in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations. Such written approval shall be maintained on site.

SECTION 7.05.04 DISCHARGE MONITORING

A. The following regulations apply to all facilities that have stormwater discharges associated with industrial activity, including construction activity.
   1. The City shall be permitted to enter and inspect facilities subject to regulation under this section as often as may be necessary to determine compliance with this section. If a discharger has security measure in force which requires proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the City.
   2. Facility operators shall allow the City access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit to discharge stormwater, and the performance of any additional duties as defined by state and federal law.

3. The City has the right to require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.
4. The City shall have the right to monitor any permitted facility with devices as necessary in the opinion of the City to conduct monitoring and/or sampling of the facility's stormwater discharge.
5. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the City and shall not be replaced. The costs of clearing such access shall be borne by the operator.
6. Unreasonable delays in allowing the City access to a permitted facility is a violation of a stormwater discharge permit and of this section. An operator of a facility with a NPDES permit to discharge stormwater associated with industrial activity commits an offense if the operator denies the City reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this section.
7. If the City has been refused access to any part of the premises from which stormwater is discharged, and the City is able to demonstrate probable cause to believe that there may be a violation of this section, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this section or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the City may seek issuance of a search warrant from any court of competent jurisdiction.

SECTION 7.06 ALTERNATIVE ENERGY DEVELOPMENT

SECTION 7.06.01 PURPOSE AND INTENT

A. The purpose and intent of this section is to allow opportunities for certain alternative forms of energy generation with the installation and operation of small-scale alternative energy generating systems.
B. This section intends to protect and promote public health, safety, community welfare and the aesthetic quality of the city while promoting and encouraging the use of small-scale alternative energy generating systems due to their positive environmental impact, cost savings, and sustainability benefits.

SECTION 7.06.02 APPLICABILITY AND GENERAL PROVISIONS

A. The provisions of this Section shall apply to the following accessory uses as they are defined in Article 11 of this Code:
    1. Energy Conversion Systems, Small-scale Solar.
    2. Energy Conversion Systems, Small-scale Wind.
B. General Provisions
    1. Small-scale solar and wind energy conversion systems shall be deemed, and are hereby declared to be, an accessory use allowed in all zoning districts, provided they comply with the standards set forth in Section 7.05.03 below.

2. Approval of a small-scale solar or wind energy conversion system shall not be deemed to establish, grant, require, assure, reserve, preserve, or imply any easement or right of access to wind or sunlight. The City of Destin expressly declares that it shall not be a party to any effort, negation or acquisition of any such access or right to wind and sunlight.
3. The allowance of small-scale solar or wind energy conversion systems is not intended, nor shall it be construed, to abrogate or otherwise modify other zoning restrictions, subdivision restrictions, covenants, or other restrictions that may apply to a premise.
4. It shall be unlawful for a person to operate a small-scale solar or wind energy conversion system that does not conform to all provisions of the Land Development Code and conditions of approval of the City of Destin building permit.

SECTION 7.06.03 STANDARDS FOR REVIEW AND REGULATION

A. A building permit shall be required prior to the commencement of construction of a small-scale solar or wind energy conversion system.
B. Small-scale solar and wind energy conversion systems shall comply with all building and construction codes and all other governmental regulations as amended.
C. No portion of a small-scale solar and wind energy conversion systems shall be located between the principle building and front property line, along any street frontage, or within any required setback area.
D. A clearly visible warning sign concerning voltage must be placed at the base of all pad-mounted transformers and substations.
E. If a ground mounted small-scale solar or wind energy conversion system is removed, any earth disturbances as a result of the removal shall be returned to natural grade and provided with appropriate ground cover.
F. A small-scale solar and wind energy conversion systems shall not be used to display advertising, including signage, streamers, pennants, spinners, reflectors, ribbons, tinsel, balloons, flags, banners or similar materials. The manufacturers and equipment information, warning, or indication of ownership shall be allowed on any equipment of the system provided they comply with Land Development Code sign regulations.
G. The following standards apply only to small-scale solar energy conversion systems and are in addition to those listed directly above in A through F.
    1. Ground mounted small-scale solar energy conversion systems may not encroach into any setback area when oriented at maximum design tilt.
    2. In addition to the building setback, the collector surface and mounting devices for roof-mounted small-scale solar energy conversion systems shall not extend beyond the exterior perimeter of the building on which the system is mounted or built.
    3. Small-scale solar energy conversion systems shall be designed and located in order to prevent reflective glare toward any inhabited structure on adjacent properties as well as adjacent street rights-of-way.
    4. Building, roof, pole or ground mounted small-scale solar energy conversion systems shall not exceed the height maximum allowed in the zoning district in which it is located.
    5. Whenever practical, all equipment must be attached to a building or located on an impervious surface.

6. All on-site utility and transmission lines shall be placed underground.

H. The following standards apply only to small-scale wind energy conversion systems and are in addition to those listed directly above in A through F.

1. There shall be no more than one small-scale wind energy conversion system per property, and it shall be located on the same property as the principle building.
2. Applicants submitting a building permit application for a small-scale wind energy conversion system exceeding 100 feet will be required to obtain a determination from the Federal Aviation Administration of "No Hazard to Aviation" status.
3. Applicants submitting a building permit application for a small-scale wind energy conversion system exceeding 100 feet shall submit such application to the Eglin Air Force Base installation commander or his or her designee, and no determination of the application shall be made sooner than 30 days after receipt of such submittal by the Air Force. No building mounted small-scale wind energy conversion system shall exceed the recommended height restrictions of the Eglin Air Force Base Joint Land Use Study.
4. The small-scale wind energy conversion system shall have a rated capacity not to exceed ten kilowatts (KW).
5. Small-scale wind energy conversion systems shall be located a minimum distance of 20 feet from all property lines of the property upon which the small-scale wind energy conversion system is located. A small-scale wind energy conversion system may not be located in a dedicated easement or right-of-way.
6. Small-scale wind energy conversion system shall comply, at all times, with the maximum allowable noise levels set forth in the City of Destin Code of Ordinances.
7. Colors of all external surfaces of the small-scale wind energy conversion system must uniformly be matte grey or other neutral colors which best blend the small-scale wind energy conversion system into its surroundings.
8. The small-scale wind energy conversion system shall be equipped with an automatic braking, governing, or feathering system to assure that over-rotation cannot occur.
9. The small-scale wind energy conversion system shall be equipped with a manual override system to allow shutdown in case of an emergency.
10. Whenever practical, all equipment must be attached to a building or located on an impervious surface.
11. All on-site utility and transmission lines shall be placed underground.
12. A building mounted small-scale wind energy conversion system shall be permanently attached to a permitted principle or accessory building on the property.
13. When a building mounted small-scale wind energy conversion system is attached to the wall, gable or eave of a building, the support structure shall be positioned and attached to the building so that its relative position is a close to the building as can be practically and reasonably accomplished.
14. The tower upon which the small-scale wind energy conversion system is attached shall be a self-supporting monopole with no other means of support or stabilization such as guy wires, tether wires, or stability wires. However, on a case-by-case basis the City Manager or designee may approve other types of towers based upon a determination that the proposed tower will not have a negative visual impact on the neighborhood or adjacent properties, and provided

the tower plans are designed, signed, sealed and dated by a licensed professional engineer registered in the State of Florida.

15. The maximum total height of a building mounted small-scale wind energy conversion system which is attached directly to the roof of a building shall be ten feet above the highest point of the roof upon which the small-scale wind energy conversion system is attached. The maximum total height of a small-scale wind energy system which is attached to a building in any manner other than directly to the roof shall be ten feet (10') above the highest point of the roof to which it is most closely located. No building mounted small-scale wind energy conversion system shall exceed the recommended height restrictions of the Eglin Air Force Base Joint Land Use Study.
16. The maximum total height of any freestanding small-scale wind energy conversion system shall be thirty-five feet (35') above the adjacent natural grade.
17. The distance between the bottom of rotor blades, at their lowest point of arc, to grade shall be a minimum of fifteen feet (15').
18. No permanently attached mechanism for access to or onto the tower, which mechanism is incorporated or attached to the tower such as foot pegs, steps, rungs or ladders, shall be within 12 feet of the grade directly below.
19. Appropriate warning signage shall be placed on both the small-scale wind energy conversion system and tower in accordance with the manufacturer's recommendations.
20. The horizontal distance between the tower and all overhead public utility lines shall be 25 percent greater than the total height of the small-scale wind energy conversion system.
21. All small-scale wind energy conversion systems shall be maintained in good working order according to manufacturer recommendations. A small-scale wind energy conversion system shall be deemed to be abandoned if the use has been discontinued for a period of 180 consecutive days. Upon such abandonment, the owner of the small-scale wind energy conversion system shall have an additional ninety (90) days within which to reactivate the use of the small-scale wind energy conversion system or dismantle and remove the tower and wind generator.

LOCAL PLANNING AGENCY
MEETING MINUTES
FEBRUARY 19, 2026 - 5:30 P.M.
DESTIN CITY HALL BOARDROOM

1. CALL TO ORDER:

Chairman Wood called the Local Planning Agency Meeting to order on Thursday, February 19, 2026, at 5:30 p.m., in the Destin City Hall Boardroom; with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present	Members Absent	Staff Members Present
James T. Wood, Jr.	Bree Uptigrove	Kim Montgomery Deputy City Clerk
Todd Buhr		Daniel Butler Principal Planner
Marcie Bell		Jesse Hernandez Senior Planner
Ken Wampler		Chris Rush Planner
Tammy Weidenhamer		Krystal Strickland Financial Director
Jay Purut		Kimberly Kopp City Attorney

3. AGENDA APPROVAL:

Motion to amend the agenda was made by Agency member Bell with Chairman Wampler providing the second. The motion passed 6-0.

4. APPROVAL OF MINUTES: None

5. NEW BUSINESS:

A. Proposed Ordinance 26-12-LC Allowing indoor recreation establishments as a permitted use in the Industrial Zoning District and associated parking requirements.

Principle Planner, Mr. Daniel Butler presented proposed Ordinance 26-12 LC explaining that the ordinance was brought forward at the direction of City Council following their February 2, 2026, meeting. He explained further that this ordinance would:

- Allow indoor recreation establishments as a permitted use within the industrial zoning district.
- Establish associated parking requirements.
    - The parking proposal is based on the specific use currently being pursued:

- Two parking spaces per batting cage, plus
- One parking space per 500 square feet of gross floor area, not associated with batting cages.

Mr. Butler noted that this was a Council-directed ordinance, not a traditional applicant-driven ordinance, though the prospective property owner is present and available to answer any questions the Agency members may have.

- **Board Discussion – Scope of Use / Concern with NAICS Code**

Chairman Wood stated that in comparison to the prior coffee roaster case, it appears that the specific site under consideration tonight already has substantial parking.

Agency member Buhr shifted the discussion from the specific site to the long-term impacts of the ordinance language on the code as a whole.

- He stated that the ordinance, as written, relied on NAICS Code 713990, which is broad and could encompass many different recreational uses.
- He asked staff to confirm that if the uses were listed as permitted uses under that code, then any use under the code in industrial zoning would be automatically approvable by staff if all technical criteria were met.

City Attorney Kim Kopp confirmed that interpretation.

Agency member Buhr read and summarized portions of the industrial zoning district description from the staff packet and said the broad NAICS code might allow uses not appropriate for industrially zoned land. He then referenced examples potentially covered under the code, including uses such as:

- Archery ranges
- Billiard parlors
- Dance halls
- Curling facilities
- Flying clubs
- Fishing piers
- Go-kart racing
- Bowling-related uses
- Paintball-related uses

Agency member Buhr expressed concern that some of these could be inappropriate in the city's limited industrial areas and said he was trying to avoid "the law of unintended consequences."

The City Attorney responded that if the members are uncomfortable with the broad code reference, the code number could be removed, and the use could instead be more narrowly defined.

- **Parking Discussion Agency member Buhr**
    - Agency member Buhr asked whether the parking section's listed subcategories were intended to be the only allowed uses, or whether they were simply examples of parking treatment.

Mr. Butler clarified that those were use categories expanded upon for parking purposes, and that anything else under the broader code would fall under more general parking formulas. Adding that the distinct parking ratios were intended to account for activity types with large open spaces, such as batting ranges/cages, that have lower occupancy than other recreational uses.

- **Discussion of Conditional Use vs. Permitted Use**

Agency member Buhr suggested that instead of making the use permitted, would the board consider making it a conditional use, which would require each application to come back for site-specific review by the LPA and City Council.

- Pointing out that a conditional use would provide an extra "set of eyes" and allow review for compatibility with surrounding land uses, parcel location, and future industrial land needs.
- The City Attorney confirmed that a Conditional Use would require separate approval by City Council and could be conditioned or denied based on merit and compatibility.

Motion by Agency member Buhr to recommend to the City Council for the approval of Ordinance 26-12-LC with one change, that the use be made Conditional rather than permitted, with Agency member Bell providing the second.

- The Chair summarized:
    - Conditional use so each application returns to the LPA and City Council for case-by-case review.

Agency member Bell asked whether the issue was specifically about outdoor activity versus indoor activity.

Agency member Buhr stated that the concern is not indoor versus outdoor activity, but rather the overly broad nature of the NAICS code and the possibility that future uses could be incompatible with nearby properties or with the city's limited industrial land supply. He clarified that the concern was the breadth of uses that would become allowed automatically if it is under the "P" for permitted in the table.

Chairman Wood opened the hearing to provide input.

- Potential applicant, Brendan McMahon, 4522 Old Plantation Place, asked how changing the use from permitted to conditional would affect his process.

  According to the City Attorney:

- If permitted, the applicant could proceed directly through staff review and development order/permitting.
- If Conditional, that would add another application and another approval process, and if City Council denied the conditional use, the project could not proceed.

She then provided another possible approach:

- Remove the broad NAICS code referenced and instead create a more specific use entry tailored to what Council had actually directed staff to consider.

- It was acknowledged that the broad code had been included mainly for consistency with other code tables.
- Members discussed whether the ordinance should cover a more broad but limited category.
- Mr. McMahon described the concept as a family-oriented indoor sports facility where some children could use batting cages while others engaged in related entertainment or activity areas.
- The City Attorney suggested that "indoor sports recreation" might be the appropriate focus.
- It was also noted that food service would be part of the concept but would be subordinate to the primary sports use.
- Staff suggested the board could:
  - Create a new line item for indoor sports establishments, subordinate to the broader recreation code.
- Further discussion addressed whether items like cornhole, ping pong, obstacle play areas, or arcade-like elements would be accessory uses.
- Concern was also raised about avoiding an overly vague term such as "entertainment."
- Mr. Butler suggested a possible definition based on a generalized definition of indoor recreation establishments: Indoor sports establishments are facilities situated within completely enclosed buildings offering for a fee or public use active sports active sports. Key examples include: bowling alleys, indoor skating rinks, arcades, bowling alleys, skating rinks, batting cages, swimming pools which may include accessory food service.
- Discussion also clarified that the ordinance should not be interpreted to allow sports betting or gambling-related activity.

Agency member Bur withdrew his motion on the floor with Agency member Bell withdrawing her second.

Agency member Buhr moved to recommend City Council approval of Proposed Ordinance 26-12 LC with the following modifications:

- **Create a separate line item (rather than relying on the broad NAICS reference),**

- **Add a glossary definition for the new use using the one-sentence concept discussed during the meeting, with the word "entertainment" removed,**
- **Keep the use as a permitted use**
- **Add language clarifying that leisure activities do not include sports betting.**

The motion was seconded by Agency member Bell.

- **Additional Discussion Before Final Vote**
  - Agency member Weidenhamer asked whether the industrial district should include any limitation on hours of operation for this type of use.
  - Staff noted that the code includes hour limitations for certain uses, such as alcohol sales, but not for indoor sports-type uses.
  - The applicant stated they proposed operating hours were expected to be approximately:
    - Weekdays: 11:00 a.m. to 9:00 p.m.
    - Weekends**:** 8:00 a.m. to 9:00 p.m.
  - Staff indicated that because the use would be indoors and in an industrial area, they did not foresee major noise impacts.
  - A question was asked whether the applicant would have to return to the LPA if the motion passed.
  - Staff clarified that if the use remained permitted, the applicant would not need to return for a conditional use hearing, though a development order would still be required.

With no further discussion, the motion passed 5-0.

Agency member Buhr asked to see the financials prior to attending the Harbor and Waterways Board meeting on February 26th.

B. Proposed Ordinance 25-24-LC - Land Development Code - Article 2 - Administration

Mr. Butler presented proposed Ordinance 26-06 LC, the rewrite of Article 7 of the Land Development Code. He further explained that Article 7 contains material drawn largely from the existing Article 11 and addresses matters such as:

- White sand shoreline protection zones
- Bay shoreline protection zones
- Marine siting / dock regulations
- Archaeological and historical resource protection
- Floodplain management
- Natural groundwater, aquifer, sand, and gravel recharge
- Illicit discharge monitoring
- Alternative energy development
- Net Positive Environmental Benefit (NPEB) fee provisions

Mr. Butler noted that since prior review sessions, staff had added several sections, including floodplain management and groundwater/aquifer recharge language.

- He stated that one unresolved component of Article 7 involved the method for calculating the NPEB fee for marine construction in the harbor.
- He explained that:
  - The current code uses a fee equal to 25% of project construction cost.
  - The LPA and Harbor & Waterways Board had recommended different methods in prior discussions.
  - City Council had asked staff for a financial analysis comparing methodologies.
- He then introduced the Finance Director, Krystal Strickland to present the analysis.

❖ **Background Framed by Agency Member Buhr**

- Prior to Krystal's presentation, Agency member Buhr provided a brief context of the history of the subject.
- He summarized that:
  - The issue had originated from citizen input in March 2024.
  - Harbor property owner Mr. Mike Abadie had raised concerns about the fairness and sufficiency of the one-time fee system.
  - The LPA studied the matter over multiple meetings and adopted a separate proposal in July/August 2024.
  - The purpose of the NPEB fee is to ensure that those who use and impact the harbor help fund harbor maintenance and environmental needs.

❖ **Financial Analysis by Finance Director, Krystal Strickland**

- Ms. Strickland explained the following to the Agency members:
  - Looking at actual fee collections from 2006 through 2025, and excluding 2024 as an outlier year, average annual NPEB collections were still just under $25,000 per year, pointing out that the current revenue stream, is not sufficient for ongoing harbor-related costs.
  - The annual and recurring costs tied to harbor maintenance are:
    - Utilities/electricity to run the harbor pump
    - Quarterly water analysis
    - Maintenance of the five stormwater outfalls discharging into the harbor
  - Total recurring annual cost estimated to be between $50,000 and $60,000
- Ms. Strickland further explained capital and periodic costs:
  - The last harbor dredge in 2020 cost roughly $350,000, shared 50/50 with the county.
  - The upcoming 2026 dredge was projected at approximately $850,000, though about 50% grant funding was expected.
  - To maintain a dredging cycle approximately every three years, the city should be setting aside around $66,000 annually for dredging.

- The harbor pump house and harbor pump together are about a $1 million asset with an expected life of about 20 years, translating to another major long-term funding need.

- She stated that, in comparison, the LPA's prior proposal of:
  - $50 per residential slip
  - $100 per non-residential/commercial slip would generate approximately $95,000 annually.
- This would provide a steadier and more reliable funding source than the current 25%-of-construction-cost model.

❖ **Homestead Exemption Discussion**

- The board discussed whether homesteaded properties should receive an exemption and whether homesteaded properties would pay the fee under the $50/$100 annual structure.

According to Ms. Strickland:

- Properties with homestead exemption on the harbor represent less than 10% of the affected dock/slip properties,
- Citywide, out of the roughly 16,000 parcels approximately 13% of parcels are homesteaded.
- Members discussed:
- A previously recommended 75% homestead exemption, and 100% homestead exemption was discussed.
- The conclusion is that a full homestead exemption would have relatively little effect on overall annual collections.
- Some members voiced support for a 100% exemption for homesteaded properties.
- Equity concerns were mentioned regarding residential versus commercial users.

❖ **Prior Contributors / Exemption Schedule**

- Members also discussed how to handle property owners who had recently paid large one-time NPEB fees under the current system.
- A prior LPA motion had created a look-back exemption schedule:
  - If an owner had paid an NPEB fee recently, that owner would receive a temporary exemption from the annual per-slip fee for a set number of years.
  - The concept was described as a sliding scale:
    - A payment in the current year = 10-year exemption
    - Prior year = 9-year exemption
    - And so on down the line.
- Ms. Strickland estimated that only a small number of people, likely fewer than 20 would be affected by this prior-payment exemption.

❖ **Alternative Methodologies Discussion**

- Agency member Buhr suggested there might be value in considering a third methodology based on the calculation already used by the Florida Department of Environmental Protection (FDEP) for submerged land leases.

- The idea was that the city might mirror or piggyback on the state's square-footage-based calculation rather than continue a construction-cost-based fee.
- Krystal stated she had not modeled that approach before the meeting but noted that FDEP's submerged land lease fee was approximately $0.16 per square foot.
- Agency member Purut questioned whether adding a third option would unnecessarily complicate the issue.
- The board returned to the point that the current 25% methodology does not reliably fund harbor needs and that any shortfall is currently made up from the General Fund.

❖ **Placement of Fee in LDC vs. Fee Schedule**

- Krystal also raised a policy/administrative question:
  - Whether the actual fee calculation should remain embedded in the Land Development Code, or whether the code should simply state that a fee is required while the actual dollar amounts are maintained in the city's fee schedule.
- According to the City Attorney, the fee schedule is easier for Council to amend by resolution, whereas changing the LDC requires ordinance procedures and public hearings.
- Members discussed whether moving the fee out of the LDC would reduce the LPA's role in future revisions.
- Agency member Buhr responded that because the issue is already embedded in the LDC rewrite process, the board should continue moving forward with its recommendation rather than re-route the matter midstream.

❖ **Draft Clarification**

- Mr. Butler clarified that the draft Article 7, currently before the board still contains the existing 25% construction-cost methodology, because staff had to place something in the draft pending direction.
- He stated that if they wanted that replaced with the LPA's previously approved per-slip structure, staff could revise the language accordingly.

Agency member Buhr mentioned there are four courses of action that can take place:

  - Send this forward as it is
  - Remove what's in there now and have a 7.02.03 placeholder rewritten with what reflects the motion that was passed by the LPA, since we are by Florida statute, the recommender to City Council for the LDC.
  - Provide two versions of the paragraph and have both paragraphs in the draft document when it goes for first reading the Council could choose which paragraph to read approve for the document.
  - Have staff or City Manager, Mr. Jones's to bring it up and to take those two for clarification and direction before it comes back to us or have Council make the decision to have it put into chapter 7.

Agency member Bell made a motion, based on the number two scenario, with the LPA being the recommending body to City Council, that we recommend that what goes to the City Council is what we proposed initially in August 28, 2024 and based on the information that received tonight from the Finance Director, Krystal Strickland, that Article 7, draft should be revised so that the NPEB section reflects the LPA's previously approved fee structure rather than the current 25% NPEB cost of construction methodology. Chairman Wood provided the second. During discussion, the motion was amended with the following addition of:

- **$100 per non-residential slip**
- **$50 per residential slip**
- **a 100% homestead exemption (amending the earlier 75% concept)**
- **and a prior-payment exemption schedule for those who recently paid NPEB fees**
- **Bring the revised language back to the LPA for review before it proceeds to Council.**

The motion was additionally amended to include appointing the Agency member Buhr, who had carried much of the NPEB discussion, as a liaison to work with staff on the revised language.

A question was posed asking if the city could legally impose the proposed fee structure. According to the City Attorney, Ms. Kopp stated that they could. Agency member Bell mentioned the fee schedule that is adopted and amended by City Council and if this body was positive, they wanted to change the portion of the Article to turn it over to Council by Fee Schedule Resolution. According to the City Attorney, it is easier to update the fees if they are moved over to the fee schedule, which is adopted by Resolution instead of in the LDC, which has to be done in the form of an Ordinance with two public hearings at this level and two public hearing at Council level. The members agreed to turn it over to the fee schedule process. **Chairman Wood called for the vote and the motion passed 6-0.**

❖ **Continued Article 7 Discussion – Floodplain Management**

The board then returned to the remainder of Article 7.

Agency member Buhr raised concerns about the newly added floodplain management section, stating that:

- While he supported floodplain management itself, the section appeared to reintroduce separate permitting, variance, and procedural language that seemed inconsistent with the stated goal of the LDC rewrite, which was to consolidate and streamline permitting and procedural standards.

According to Mr. Butler the floodplain section had been kept together because it tracks State and FEMA requirements, and the variance and procedural language differs greatly from the city's general Variance procedures.

According to the City Attorney, the city must periodically adopt and submit floodplain-related ordinance language to maintain compliance and rating status.

Agency member Buhr acknowledged the explanation but noted that the section looked different from the rest of the reorganized code and created some whiplash when reading it.

He then raised a question about the removal of beach box language from one section.

Mr. Butler explained that the language had not been deleted because it is more appropriate in the Code of Ordinances. Additionally, in reviewing Beach Management in the Code it was determined that the beach box language this exact same language was in the beach management ordinance, which will be brought before them an informational item.

Motion by Agency member Bell, seconded by Agency member Wampler to recommend approval of Article 7 in total, be combined with the portion being reworked and brought back to the LPA for their review prior to going forward to Council.

C. Proposed Ordinance 26-06-LC - Land Development Code - Article 7 - Resource Conservation, Protection, Resiliency, and Sustainability

- **Item 4B – Article 2, LDC Rewrite**

Mr. Butler presented the final item, the rewrite of Article 2 of the Land Development Code.

- He stated that Article 2 had previously been reviewed by the LPA on December 4, 2025, and that only a few changes had been made since then.
- He summarized the changes as follows:
  - Addition of change-of-use vesting language requested by the LPA.
  - Minor formatting revisions.
  - Removal of the word "weather" from the conditional use section.
  - Addition of "Ad Hoc" language regarding the ex officio military installation representative.
  - Revisions making shared parking analysis requests consistent with recently adopted parking reduction language, so such requests would be treated as a major development order requiring Council approval.
  - Clarification to the development-order exemption language by adding "or deviation thereof," to reflect how staff had historically interpreted those exemptions.
  - Removal of references to the Destin Design Manual.
- Agency member Buhr asked about references to "City Standards" and whether those should be defined, since the Design Manual was being removed in the glossary. Mr. Butler stated that defining "City Standards" had already been flagged from a prior meeting.
- Agency member Buhr then directed the attention to the new change-of-use vesting language and asked that it be displayed. He stated he liked the draft language and wanted to confirm that it achieved the board's earlier intent.

- Using short-term rental and restaurant examples, he walked through how the provision would work if a use had been approved, established within two years, then later went vacant or switched temporarily without physical modifications.
- Staff confirmed that, as drafted, once the approved change of use is established within two years, it remains vested so long as the approved conditions are not materially changed or modified.

Motion by Agency member Wampler, seconded by Agency member Purut hat the LPA recommend approval of Ordinance 25-24-LC by City Council. The motion passed with a vote of 6-0.

- Chairman Wood reminded staff that, with the Design Manual going away, anything needing to be reincorporated into the LDC for clarity should be brought back appropriately.
- Mr. Butler responded that the City Engineer was actively reviewing applicable material from the Design Manual and expected most of it to be integrated into Article 6.

The Chair then moved to final comments and opened the hearing for public comments. With no public present, he closed the public comment portion of the meeting.

Agency member Bell commented that, although the meetings are long, she appreciated the input and participation from board members and staff, stating that participation is part of being "a good citizen and a participating member" of the community.

The Chair thanked everyone for their work and participation.

7. ADJOURNMENT:

Having no further discussion at this time, the meeting adjourned at 7:35 p.m.

Adopted and approved this _____ day of _____ 2025.

_____ _____

James T. Wood, Jr. Chairman Kimberly Montgomery Deputy City Clerk

MINUTES
WORKSHOP
DESTIN CITY COUNCIL
OCTOBER 28, 2024
ANNEX COUNCIL CHAMBERS
5:30 PM

The Council of the City of Destin met in special session with the following members and staff present:

Destin City Council

Mayor Bobby Wagner
Councilmember Jim Bagby
Councilmember Kevin Schmidt
Councilmember John Stephens
Councilmember Dewey Destin
Councilmember Terésa Hebert
Councilmember Torey Geile

City of Destin Staff

Interim City Manager Larry Jones
Projects/Grants/Contract Manager Jeffrey Cozadd
Senior Planner Daniel Butler
Planner Jesse Hernandez
Special Projects Counsel Kyle Bauman
City Clerk Rey Bailey
Principal Planner Steve o'Connor
Planner Sherry Burney
Planner Ashley Dominguez

PUBLIC COMMENTS: None

WORKSHOP

A. Draft Article 7 – Resource Conservation, Protection, Resiliency, and Sustainability

Principal Planner Steve O'Connor introduced the focus of the new article, which consolidates and restructures existing environmental regulations, particularly those from the current Article 11 related to beach and resource management. The updated article, renamed "Resource Conservation, Protection, Resiliency, and Sustainability," integrates sections on sustainability and resiliency scattered throughout the current code to streamline and clarify these issues in a single location.

Mr. O'Connor emphasized the town's reliance on its natural environment, asserting that the community's identity and existence depend heavily on preserving its natural beauty and resources. Due to this significance, considerable effort was devoted by staff to ensure the article reflects both community needs and modern regulatory practices. Staff sought to address longstanding confusion over existing regulations, incorporating updated policy guidance and best practices to offer clarity.

Mr. O'Connor then introduced the Senior Planner Daniel Butler noting that Mr. Butler and a former city employee Rachel Hoag, were instrumental in drafting the new article. Both

have educational and professional backgrounds in environmental fields—Mr. Butler in fishery management and Ms. Hoag in sustainability—which formed the basis for this critical regulatory framework.

Senior Planner Daniel Butler gave the following presentation:

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Language

- **The current LDC is cumbersome to read**
- **Current language has allowed inconsistent interpretations and challenges in enforcement**
- **Written in a more readable manner (reduced "legalese")**
- **Easier for users (residents, developers, Staff) to read and understand the regulations**

Format:

- **Significant deviation from the current LDC format**
- **An easier to read and better flowing document**
- **Reduced multi-sentence run-on paragraphs**
- **The sections are bookmarked and hyperlinked**
- **Chart with graphic used rather than paragraphs for max. dock lengths**

Mr. Butler provided an overview of Article 7, focusing on resource conservation, protection, resiliency, and sustainability. He noted that the new article consolidates much of the material from Article 11 of the existing Land Development Code (LDC), along with specific portions of Article 7, particularly regarding alternative energy generation. He stated that the current LDC structure has proven cumbersome for staff, contractors, and citizens alike due to its complex language and format.

The revision aims to streamline and simplify this language, making the content clearer and more accessible. They have reduced the legalistic language to make it easier for all users to read, understand, and implement in their everyday practice. He emphasized that the updated format departs significantly from the existing LDC's dense paragraphs and lengthy sentences. Instead, the revised version presents information in lists and concise, user-friendly formats.

One key improvement is the inclusion of a graphic-based chart for determining allowable dock lengths, which replaces a series of text-heavy descriptions. He explained that current regulations for marina siting, for example, are scattered across sentences and cross-referenced footnotes, making them difficult to follow. The new chart allows users to quickly locate their property's zoning designation—such as Upland Zone, South Harbor Mixed Use, or Choctawhatchee Bay—then refer directly to the chart to identify the permitted dock length for that specific area. The update to Article 7 reflects a concerted effort to make the LDC more navigable and functional for all users.

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Organization and Consolidation:

- **Section 7.01**
  - **Bay Shoreline Protection Zone – 11.01.10**
  - **Gulf Shoreline Protection Zone – 11.01.01, 11.03.01**

- **White Sand Protection Zone – 11.07.00**
- **Environmentally Sensitive Areas – 11.01.03, 11.01.04, 11.01.06, 11.01.07, 11.01.09, 11.03.02**
- **Significant Environments and Wildlife Protection – 7.17.04**

- **Section 7.02**
  - **Marina Siting – 11.05.00**
- **Section 7.03**
  - **Archeological and Historical Resource Protection – 7.05.00**
- **Section 7.04**
  - **Illicit Discharge Detection and Elimination – 11.09.00**
- **Section 7.05**
  - **Alternative Energy Development – 7.20.00**

Mr. Butler highlighted that the ordinances related to shoreline protection, Gulf shoreline preservation, and white sand areas are now consolidated in a single section, whereas previously they were dispersed throughout Article 11. He also noted that upcoming code sections will cover Marina Siting, including the recently debated Net Positive Environmental Benefit (NPEB) fee, a prominent topic for discussion in the city.

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Public Workshops and LPA Meetings

- **Staff conducted multiple public meetings discussing Article 7 and specific topics pertaining to Article 7**
  - **March 7, 2024 – LPA Meeting (NPEB)**
  - **March 28, 2024 – HWB (NPEB)**
  - **April 11, 2024 – LPA Meeting**
  - **May 16, 2024 – LPA Meeting (NPEB)**
  - **June 6, 2024 – LPA Meeting (NPEB)**
  - **July 18, 2024 – LPA Meeting**
  - **August 8, 2024 – LPA Meeting**
- ***Net Positive Environmental Benefit (NPEB): Section 7.02.05.***
  Staff has discussed the NPEB fee and how it should be collected with the HWB and LPA at multiple regularly scheduled meetings. At the April 25, 2024 HWB meeting, the HWB recommended altering the method of NPEB collection, with the LPA recommending a separate method of NPEB collection at the July 18, 2024 LPA meeting.
  - **HWB Recommendation:** ***Chairman Green recommend to the City Council that the current NPEB fee be maintained and the liability of the funds for the NPEB not covered, come from the General Fund with Board member Jones providing the second. After additional discussion regarding the 25%, 10 % & 7% that Council did not approve of, Chairman Green amended his motion to Modify the existing fee structure so that tier one is 10%, tier two at 10% for the canals and commercial is tier three of 25% and anything that is not covered by that, the city would make up the difference from the General Fund for the cost of maintaining the harbor.*** **The motion passed with a unanimous vote of 5-0.**

- **LPA Recommendation:** ***Motion by Agency member Buhr to have a structure set up for nonresidential (430 docks) are charged $100.00 per year (per slip), residential both multifamily and single family are charged $50.00 per year (per slip), additionally he recommends two exemptions, one a homestead exemption that allows for 75% as well as an exemption for owners that have previously paid into the NPEB fee, however, it would be on the owner to provide staff with proof of payment towards their NPEB fee with documentation for the following:***
    - ***Paid NPEB in 2024 - 10-year exemption per slip***
    - ***Paid in 2023 – 9-year exemption***
    - ***Paid in 2022 – 8-year exemption***
    - ***Paid in 2021 – 7-year exemption***
    - ***Paid in 2020 – 6-year exemption***
    - ***Paid in 2019 – 5-year exemption***
    - ***Paid in 2018 – 4-year exemption***
    - ***Paid in 2017 – 3-year exemption***
    - ***Paid in 2016 – 2-year exemption***
    - ***Paid in 2015 – 1-year exemption***
- ***Agency member Bell provided the second. In discussion, Agency member Buhr, he feels this would be an easy way for staff to regulate and enforce by working with the County and provide fund solvency.***
- ***Agency member Bell questioned how the other impacts regarding the usage of the harbor, that are not generated by any of these slips, factor in the equation. According to Agency member Buhr, that is a great question, however, it is currently not written into the current regs for collection towards the fund. Adding that is on Council to make those changes. The motion passed 5-0.***

DISCUSSION:

Subsequent discussions focused on recommendations from the Harbor and Waterways Board and the Local Planning Agency (LPA) regarding the net positive environmental benefit (NPEB) fee structure for dock and marina projects within the city's harbor. The goal was to determine the preferred direction regarding fee structures to support harbor maintenance, environmental protections, and infrastructure. Senior Planner Daniel Butler presented the topic, explaining that the Harbor and Waterways Board proposed an NPEB fee structure based on a percentage of construction costs: 10% for small, self-certifiable residential projects (Tier 1), 10% for residential docks with 10 or more slips (Tier 2), and 25% for commercial marinas (Tier 3). Currently, the city charges a flat 25% fee on all applicable construction projects. The alternative LPA recommendation bases the fee on slip count, with a $100 annual fee per slip and a 75% reduction for homesteaded slips. This slip-count structure could provide more stable revenue since it charges existing slips, not just new construction projects, which can vary from year to year.

Councilmember Schmidt questioned if there could be an environmental component to the fee, proposing potential reductions for high-quality, environmentally friendly materials that reduce contamination. He also suggested that dock owners could engage in environmental rehabilitation projects, like oyster reefs, which might qualify them for a fee reduction.

Councilmember Stephens stated that adding that fee variations could account for different vessel types and impacts, with higher fees for larger, commercial, or environmentally taxing boats, while recreational vessels might incur a lower fee.

Councilmember Hebert supported this view, emphasizing the need to distinguish fees for commercial versus residential slips, citing environmental concerns, especially from commercial activities like boat painting and maintenance in the harbor.

Mayor Wagner suggested further legal review of the proposed fee structures, given the complexities raised and the need to ensure all methods comply with city regulations.

Councilmember Bagby expressed concern over the stability of revenue under the existing construction-cost model, as it fluctuates depending on new projects. He supported the LPA's slip-count model for consistent funding. However, he asked for a thorough review by the city's legal team to ensure that both fee structures align with legal standards.

Principal Planner Steve O'Connor confirmed that the LPA model would increase revenue consistency, with an estimated $43,000 annual intake from the proposed $100-per-slip fee. In contrast, the Harbor and Waterways Board's tiered model would generate less due to the lower percentages proposed.

Councilmember Bagby requested a five-year comparative revenue analysis to evaluate the potential income under both fee structures, comparing historical data to estimate future stability. Staff confirmed that the average annual revenue since 2006 is around $24,000, with occasional peaks when large marinas are renovated or constructed.

Councilmember Destin supported maintaining the construction-cost-based fee, proposing instead to increase the fee percentage if more revenue is needed. He argued this approach aligns more closely with environmental impact by incentivizing better materials and environmentally friendly construction methods.

There was a suggestion for a hybrid of the LPA's slip-count approach and the Harbor Board's construction-cost model, advocating for a tiered fee based on vessel size and usage. It was noted that the environmental impact of vessels varies, with larger vessels and commercial activities posing a greater risk than smaller, recreational boats.

Councilmember Bagby expressed concern about reliance on self-reported construction costs, as this could lead to underreporting. He proposed that the city retain the right to review contractors' cost estimates for accuracy but acknowledged that it might be invasive.

Councilmember Geile noted from his professional experience that municipalities struggle to enforce accurate reporting on contractor proposals, a significant challenge in managing fee assessments tied to construction costs.

The council discussed applying fee reductions for homesteaded properties, potentially reducing financial burdens for residents. Homestead properties would pay a reduced rate under the LPA model, while commercial and non-homesteaded properties would contribute more significantly.

Councilmember Destin supported a simpler percentage-based approach, tied to new construction and repair projects, that avoids complicating fee structures. He proposed increasing the percentage to ensure sufficient funds rather than adding more complexity. He also highlighted the importance of providing credits for environmentally friendly construction materials, like composite pilings, which help reduce environmental impact.

The council concluded by asking staff to conduct a five-year financial analysis comparing revenue under both models and to verify the legal standing of each approach. Additionally, they requested further consideration of environmental impact factors, particularly fees that correlate to slip size, vessel type, and material choice in construction projects. Staff will bring back the requested information and recommendations for Council review and decision-making.

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- ***Dock Length:*** **The current measurement of dock length has previously caused some confusion, as there is a maximum limit on docks in the Harbor to two-hundred feet (200'). This is generally measured much like a buffer is measured from the mean high-water line (MHWL) waterward to the maximum allowable length up to 200'.**
    - **HWB & LPA Recommendation:** ***Measurement of dock length shall start at the waterward most point of the Mean-High Water Line (MHWL). From the waterward point, a perpendicular line (or perpendicular line to the tangent for a curved MHWL) is drawn the distance allowed waterward. At the maximum length allowed, another perpendicular line (parallel to the MHWL) is drawn between the identified or implied riparian lines. This area depicts the developable marine area (please see graphic in Staff Report for reference). There was no support to include shuttle parking reduction from the discussion at the April 11 meeting. Staff will not include any parking reduction provisions for shuttle parking.***

DISCUSSION

The discussion addressed updates to the regulations regarding dock lengths within various city waterways, specifically focusing on a proposal to simplify the measurement methodology. Currently, dock length requirements vary based on the property's location, whether on a harbor, bay, or bayou, with maximum allowable lengths stated directly in the LDC. The proposed change involves presenting these guidelines in a chart format, making them easier to interpret based on the property's specific location. Additionally, a new graphical illustration, included in meeting packets, was reviewed. This graphic was previously endorsed by both the Harbor Waterways Board and the LPA for its clarity and transparency.

The updated measurement methodology simplifies determining allowable dock length by establishing a defined "developable area" using clear spatial guidelines. Under this approach, property owners would identify the waterward-most point of their property, measure a perpendicular line outward to the maximum allowable dock length (e.g., 200 feet), and then draw a parallel line back to the shore, creating a "box" that marks the dock's permissible construction zone. This method, staff explained, helps avoid potential misinterpretations that could arise from varying property layouts, as seen in previous marina projects.

Staff expressed that this format is more transparent and easier to communicate to residents. The council was invited to provide feedback, raise concerns, or suggest alternative methods.

Councilmember Destin raised questions regarding the rationale behind dock length restrictions on bayfront properties in Destin, contrasting it with the harbor area where a shoreline limits encroachment. He noted that in the harbor, dock lengths were based on a formal study to maintain navigational safety due to the proximity of the shore, but no similar study had been conducted for bayfront properties where shoreline is further away, often miles distant.

Mr. Butler responded by explaining that, according to current code, dock lengths in bay areas are restricted to 1.5 times the lot width at the mean water line or 200 feet, whichever is shorter. However, he confirmed that to his knowledge, no study had been conducted to justify these particular restrictions in bay areas. He clarified that while no changes to these dock length restrictions were proposed, if an applicant needs a longer dock to reach sufficient water depth, they could seek a variance from the Board of Adjustment (BOA) to address site-specific environmental conditions.

Principal Planner Steve O'Connor acknowledged that the current bayfront dock length limitations were set in the city code without an accompanying study or clear justification. He added that the city limits extend only to the mean high-water line on Choctawhatchee Bay, further complicating the enforcement of these regulations. He concurred with Councilmember Destin's assessment that the dock length limits appear arbitrary, acknowledging they were likely adopted without a defined basis but stated there was no current plan to modify them.

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- ***Comprehensive Plan Policy 6-1.11.3: Consider Scenic Views in Site Plans:*** **Current policy in the Comprehensive Plan requires any waterfront development to include design measures that provide, enhance, and preserve scenic views of the water for the general public from public rights-of-way. Currently, there are no LDC requirements that would implement this policy. Staff discussed potential requirements or incentives with the LPA at both the July 18, 2024 and the August 8, 2024 meetings, with the below recommendation.**
  - **LPA Recommendation: The LPA recommended that any proposed waterfront non-residential or multi-family development (or redevelopment) that provides a perpetual public access easement or dedication to the public from the public right-of-way to the Waterfront may reduce the required open space by 15 percent (15%), provided the Perpetual Public Access Easement or the plot of dedication to the public shall be a minimum of five foot wide (5'), and the development shall dedicate at least four (4) vehicle parking spaces for the public to use as parking, while meeting ADA parking standards.**
  - ***Motion by Agency member Bell, seconded by Agency member Purut to recommend approval to the City Council of the Draft Article 7 - Resource Conservation and Protection, as presented and discussed. The motion passed unanimous vote of 5-0.***

DISCUSSION:

City staff presented a proposed LDC amendment to implement Policy 6-1.11.3 from the city's comprehensive plan, which focuses on preserving scenic views in waterfront development. Senior Planner Daniel Butler outlined that currently, the comprehensive plan mandates design measures to enhance public scenic views of waterfront areas, but this has not yet been enacted in the LDC. The proposed amendment would require any non-residential or multifamily waterfront development or redevelopment to establish a minimum 5-foot-wide, perpetual public access easement from a public right-of-way to the waterfront. In exchange, developers would be allowed a 15% reduction in required open space if they provide this easement, along with four public parking spaces near the access point. The previously reviewed this proposal and gave it unanimous approval.

Councilmember Destin raised questions about the practical design of the easement, emphasizing its role as a public corridor that would also maintain scenic views. He likened it to a "view corridor" rather than solely a pathway to the beach, suggesting it should prevent the appearance of a continuous wall of buildings and instead provide gaps for scenery. Destin further inquired if the easement could be designed as a "meandering" path, which, though narrow, could still offer a clear line from the roadway to the waterfront.

Councilmember Bagby emphasized that while the 15% open space reduction might incentivize developers to provide public access, he preferred to cap the reduction at 15%. He shared concerns from prior experiences, where developers, even when required to provide view corridors, often landscaped these areas heavily, thereby limiting actual scenic views with dense vegetation. He pointed out that these concerns would need to be considered in the final language to avoid unintended outcomes.

Principal Planner Steve O'Connor provided additional context, clarifying the policy's application specifically to non-residential and multifamily development, which would primarily affect properties along the Gulf and, potentially, certain areas along Holiday Isle. He explained that the city's open space requirements, typically 25-30%, are fairly lenient as they include any area not occupied by buildings or vehicle use, such as pools and decks.

The council agreed that further internal discussion was needed to refine the proposal, with an emphasis on ensuring scenic views while allowing practical public access to waterfront areas.

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- ***Definition of 'Beach'***
- ***Current Definition (Wheeled Vehicle – LDC Section 11.08.02.C.2)***
  - The zone of unconsolidated material that extends landward from the mean low water line to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves. Also, the definition of beach includes: (1) any undeveloped property wherein a federal spoils easement exists for the placement of fill from a dredging operation; (2) any undeveloped sandy areas, including sea oats, within a 1,000-foot radius of the Army Corp of Engineers jetty located on the eastern shore of the East Pass; (3) any sandy areas, including sea oats, seaward of any home or condominium building, located between the Army Corp

of Engineers jetty located on the eastern shore of the East Pass, and the entrance of the Destin Harbor; or (4) any undeveloped sandy areas, including sea oats, located on Norriego Point, including the City park, and any sandy areas within 1,000 feet of the park and on Norriego Point.

- ***Proposed Rewritten Definition (also in Glossary currently)***
  - The zone of unconsolidated material that extends landward from the mean low water line to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves. "Beach," as used in the coastal management element requirements, is limited to Gulf, ***East Pass,*** and estuarine shorelines.

DISCUSSIONS:

The Senior Planner presented on the city's efforts to redefine "beach" within the LDC, specifically for clarity and enforcement. He highlighted two current definitions: one found in the "wheel vehicle vendors" section and a second, simpler definition in the glossary, which is proposed for the LDC rewrite. Both definitions contain complexities that make enforcement challenging, particularly with phrases like "physiographic form" and "line of permanent vegetation," which lack clear boundaries. To streamline this, he suggested using the state-established Coastal Construction Control Line (CCCL) as a simple, consistent demarcation of beach areas. This change would help enforce restrictions more effectively.

Councilmember Schmidt supported this simplified approach, advocating for an unambiguous definition. He emphasized that if an area is sandy and undeveloped, it should be classified as "beach" to avoid loopholes.

Councilmember Hebert agreed, stating that a clearer, "dumbed-down" version would prevent ambiguity. She suggested labeling all sandy, undeveloped areas as beach to simplify public understanding and staff enforcement.

Mayor Wagner also supported the CCCL proposal, acknowledging the importance of using a reliable, survey-based boundary that could be referenced citywide. He pointed out that using a defined line would reduce code enforcement complications.

The council discussed implementing a beach bonfire program similar to Walton County's, which generates revenue while allowing controlled, permitted beach bonfires.

Councilmember Schmidt expressed strong support, noting its potential for revenue and enhanced beach experiences. He shared his positive experiences with similar programs in other counties and suggested the city adopt a similar, well-regulated model.

Councilmember Bagby expressed caution, noting potential enforcement issues, such as unauthorized operators and the need for code enforcement to manage compliance, especially during events like weddings. He recommended a structured and enforceable framework to avoid conflicts and negative interactions.

Next, the council addressed concerns about remaining septic systems and the impact of seawalls versus living shorelines.

Councilmember Bagby highlighted the urgency of phasing out septic tanks to protect the Choctawhatchee Bay. He urged the city to enforce the one-year state requirement for connecting to the municipal sewer system where it's available. He asked for this issue to be formally addressed after the newly seated council is sworn-in suggesting potential state or federal grants as support.

Principal Planner Steve O'Connor confirmed that Destin Water Users has data on properties not connected to the sewer system and noted that past city actions were more lenient due to the financial burden on residents. He supported a clearer, enforceable timeline for conversions while considering assistance options for those with financial hardships.

Councilmember Stephens added that the city could pursue grants to offset costs for residents required to convert from septic systems. He suggested that the council looks into ways to make the process affordable for low-income residents.

On living shorelines, Councilmember Schmidt advocated for incentives over seawalls, as living shorelines offer a more sustainable solution for erosion control. He proposed a streamlined permitting process and potential incentives for residential properties willing to adopt this option, noting that seawalls often exacerbate shoreline erosion.

The council addressed concerns regarding marina signage and dock permitting, specifically related to consistency with Army Corps of Engineers and state guidelines.

Councilmember Stephens raised the issue of discrepancies between city and state dock plans, which have previously led to complications.

Mr. O'Connor clarified that recent policies have resolved these issues, requiring applicants to submit the same dock plans to both the city and state agencies to ensure alignment.

PUBLIC COMMENTS:

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 6:55 PM.

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Bobby Wagner, Mayor

ATTEST:

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Rey Bailey, City Clerk

NPEB Summary Analysis

Background

- Net Positive Environmental Benefit (NPEB) fees support funding of infrastructure improvements that benefit or enhance quality water in the Destin Harbor. *Comprehensive Plan Policy 6-1.2.3*
- Annual operating costs ($50k/year) in harbor include pump utility costs and costs for Professional Services
- Renewal/replacement costs for harbor pump and pumphouse estimated at total cost $1M every 20 years
- Dredging of the harbor improves water quality and ***could*** be funded by NPEB funds

LPA Proposal

- ***Fully funds*** harbor yearly operating costs
- Partially funds 20 year renewal/replacement costs
- Small yearly fee per slip (***homestead fully exempt***)
- Provides predictable funding (*improves budget process*)
- Easier to administer (*reduces staff burden*)
  - Removes 'integrity check' by not utilizing construction costs in the calculation
- Encourages renovation of existing docks through cost reduction to owner (i.e. - removes City's existing 25% fee)

Without Dredging

	Current NPEB	LPA Proposal	LPA Mod Comm=$250
NPEB Fees	$36k	$87.3k	$151.8k
Operating	($50k)	($50k)	($50k)
Renew/Repl	($50k)	($50k)	($50k)
Dredging	($0.0k)	($0.0k)	($0.0k)
Total – 1yr	**($64k)**	**($12.7k)**	**+$51.8k**
Total – 5yr	**($320k)**	**($63.5k)**	**+259k**
Total – 10yr	**($640k)**	**($127k)**	**+518k**

With Dredging

	Current NPEB	LPA Proposal	LPA Mod Comm=$250
NPEB Fees	$36k	$87.3k	$151.8k
Operating	($50k)	($50k)	($50k)
Renew/Repl	($50k)	($50k)	($50k)
Dredging	($66.6k)	($66.6k)	($66.6k)
Total – 1yr	**($130.6k)**	**($79.3k)**	**($14.8k)**
Total – 5yr	**($653k)**	**($396k)**	**($74k)**
Total – 10yr	**($1.31M)**	**($793k)**	**($148.6k)**

PROPOSED FEE SCHEDULE:

last updated: 3/11/2026 2:39 PM

Harbor Slip Type	Slip Count	Proposed Annual Fee			
Non-Residential (aka Commercial)	430	$ 100	$ 43,000		
Single Family Residential	530	$ 50	$ 26,500		
Multi-Family Residenetial	516	$ 50	$ 25,800	*LESS EXEMPTIONS*	
TOTAL	1476		**$ 95,300**	***-8000***	**$ 87,300**

Account Description	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	BUDGET FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Npeb **(NOTE A)**	1,884	5,575	54,961	122,967	57,937	25,000	87,300	87,300	87,300	87,300	87,300
Interest earned **(NOTE B)**	540	281	1,409	10,647	10,636	5,000	5,847	7,509	9,183	3,865	-
NPEB HARBOR FUND CASH IN	2,424	5,856	393,207	133,614	68,573	30,000	93,147	94,809	96,483	91,165	87,300
Professional Services **(NOTE C)**	-	32,500	-	-	6,368	-	14,252	14,679	15,120	15,573	16,040
Harbor Pump Utilities & Op Fees	-	-	-	1	29,566	36,905	31,400	32,300	33,300	34,300	35,300
Dredging **(NOTE D)**	-	-	-	20,580	-	110,000	-	-	200,000	-	-
Harbor Pump Renewal/Replacement **(NOTE E)**	-	18,025	(884)	147,438	-	-	-	-	-	450,000	-
NPEB HARBOR FUND CASH OUT	-	50,525	335,953	168,019	35,934	146,905	45,652	46,979	248,420	499,873	51,340
NET CHANGE	2,424	(44,669)	57,254	(34,406)	32,639	(116,905)	47,495	47,830	(151,937)	(408,708)	35,960
BEGINNING BALANCE	270,710	273,134	228,465	285,719	251,314	283,953	167,048	214,543	262,372	110,436	(298,272)
ENDING BALANCE	273,134	228,465	285,719	251,314	283,953	167,048	214,543	262,372	110,436	(298,272)	(262,312)

NOTE A: Start new fee schedule FY 2027

NOTE B: Interest earned on bank and investment account balances (fund "ending balance")

NOTE C: Water Quality Analysis (9/25 points x $3184 1/4ly); Annual cleaning 5/15 Stormwater Outfalls x $15k/yr; CBA monitoring 2/15 x $35k/yr

NOTE D: Dredge every 3 years $400k (50/50 NPEB/Grant). FY 2020 Dredging was $301k covered 50/50 by grant and Gen Fund. FY 2026 Dredging is $838 ($478k grants + $250k Gen Fund + $110k NPEB fund). FY 26 is expensive because it has been nearly 6 years since previous dredging. The $20k in FY 24 was for a bathymetric study for Bid Document prep.

NOTE E: The Harbor Pump had major rennovations FY21 and FY24 $300,000 paid by General Fund. This did not include the motor and pumphouse. Renewal & Replacement schedule recommends rennovations to the Pumphouse in 2030 (est $450k) and to replace or rennovate the Pump in 2036 (est $750k).

CURRENT NPEB FEE SCHEDULE: *last updated: 3/11/2026 2:39 PM*

25% of the cost of construction for all marinas, docks, piers or other similar development within the Destin harbor and adjacent canals.

Account Description	TB Actuals FY 2021	TB Actuals FY 2022	TB Actuals FY 2023	TB Actuals FY 2024	TB Actuals FY 2025	YTD Actuals FY 2026	Projections FY 2027	Projections FY 2028	Projections FY 2029	Projections FY 2030	Projections FY 2031
Npeb	1,884	5,575	54,961	122,967	57,937	25,000	25,000	25,000	25,000	25,000	25,000
Interest earned	540	281	1,409	10,647	10,636	9,938	6,020	5,507	4,930	-	
NPEB HARBOR FUND CASH IN	2,424	5,856	393,207	133,614	68,573	34,938	31,020	30,507	29,930	25,000	25,000
Professional Services	-	32,500	-	-	6,368	-	14,252	14,679	15,120	15,573	16,040
Harbor Pump Utilities & Op Fees	-	-	-	1	29,566	36,905	31,415	32,315	33,315	34,315	35,300
Dredging	-	-	-	20,580	-	110,000	-	-	200,000	-	-
Harbor Pump Renewal/Replacement	-	18,025	(884)	147,438	-	-	-	-	-	450,000	-
NPEB HARBOR FUND CASH OUT	-	50,525	335,953	168,019	35,934	146,905	45,667	46,994	248,435	499,888	51,355
NET CHANGE	2,424	(44,669)	57,254	(34,406)	32,639	(111,967)	(14,647)	(16,487)	(218,505)	(474,888)	(26,355)
BEGINNING BALANCE	270,710	273,134	228,465	285,719	251,314	283,953	171,986	157,339	140,851	(77,653)	(552,541)
ENDING BALANCE	273,134	228,465	285,719	251,314	283,953	171,986	157,339	140,851	(77,653)	(552,541)	(578,897)

City of Destin Business Impact Statement – Ord 26-06-LC – Land Development Code (LDC) Rewrite DRAFT Article 7 – 'Resource Conservation, Protection, Resiliency, and Sustainability'

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

1. Summary of the proposed ordinance:

Ord. 26-06-LC relates to the Land Development Code (LDC) rewrite. It consolidates all regulations regarding various environmental protections from existing Article 11 and 7 consolidates them into one Article 7 – 'Resource Conservation, Protection, Resiliency, and Sustainability'.

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

The proposed ordinance will potentially have positive impacts on private, for-profit businesses, as this ordinance proposes a new methodology to collect Net Positive Environmental Benefit (NPEB) fees, which would be assessed to property owners on an annual basis, based on number of slips. This would replace the current methodology of the NPEB fee being based off the cost of construction. This would be a positive change in the fact that private contractors' costs would not be directly effecting the NPEB fee paid by the property owner. The remainder of the ordinance will have no economic impact on such businesses, as most of the regulations contained herein are existing.

3. Estimate of direct compliance costs that businesses may reasonably incur:

There are no direct compliance costs associated with adopting this proposed ordinance.

4. Any new charge or fee imposed by the proposed ordinance:

The adoption of this proposed ordinance proposes a new methodology to collect Net Positive Environmental Benefit (NPEB) fees, which would be assessed to property owners

on an annual basis, based on number of slips. This would replace the current methodology of the NPEB fee being based off the cost of construction.

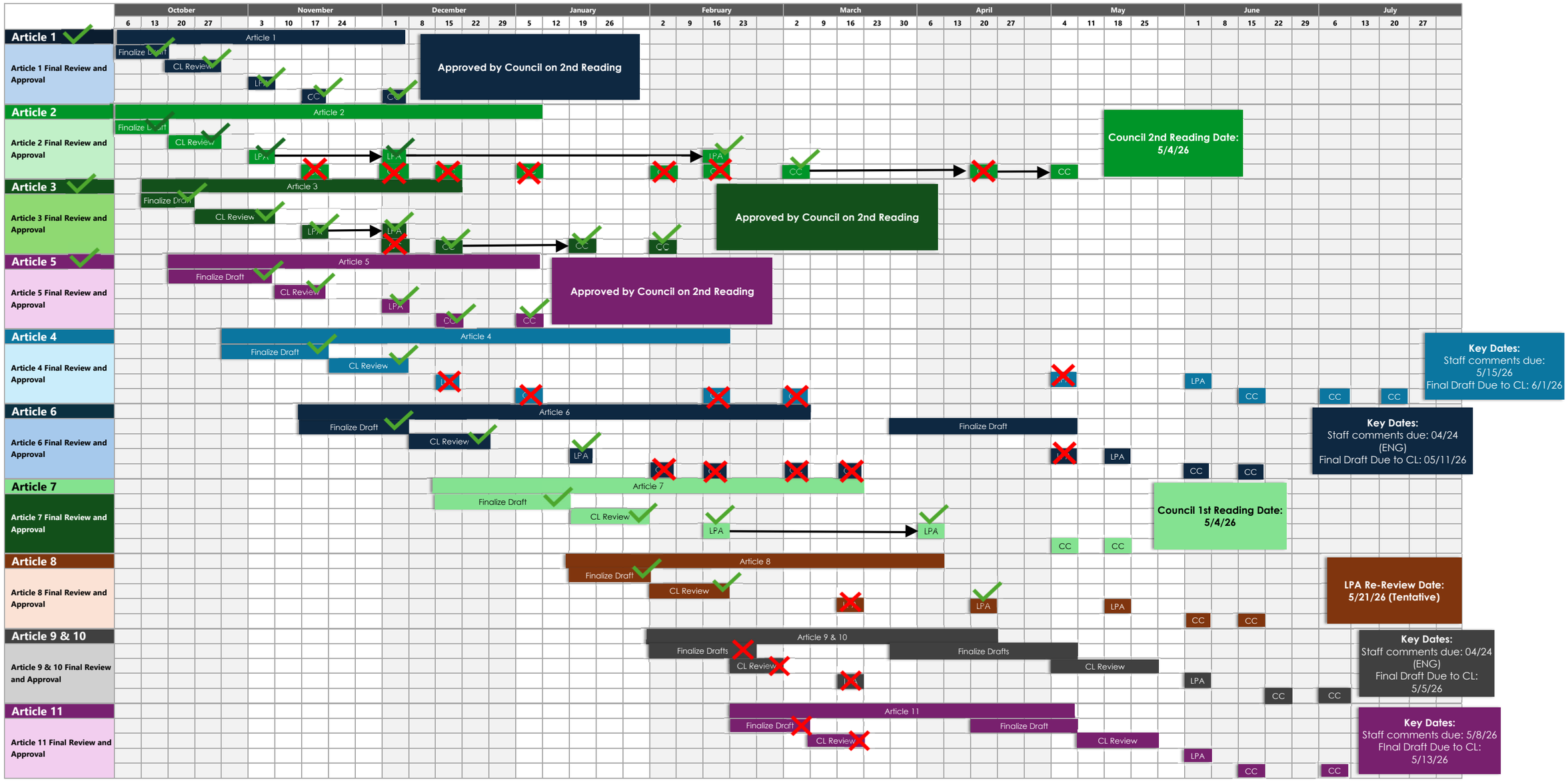
5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

The new NPEB collection methodology in the proposed ordinance would increase revenue in the NPEB fund. This fund is used for harbor operating costs, such as the pump, as well as to fund water quality studies, etc. This new methodology would provide more predictable funding and budgeting, be easier for Staff to administer, and would encourage renovation of existing docks. However, Staff is not aware of the costs associated with assessing this fee to the property owners each year at this time.

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

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

City of Destin LDC Rewrite Approval Timeline



ITEM # 2026-785

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2026
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.B.

TO: City Council

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

FROM: Tina Deater, Community Development Director

DATE: May 12, 2026

SUBJECT: First reading of Ordinance 26-16-LC - AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING ARTICLE 3 "DEFINITIONS" AND ARTICLE 11 "COASTAL MANAGEMENT AND CONSERVATION" OF THE LAND DEVELOPMENT CODE TO AMEND THE DEFINITION OF "BEACH" FOR CONSISTENCY WITH THE JURISDICTIONAL LIMITS SET FORTH WITHIN THE CITY CHARTER; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

I. BACKGROUND: Staff recommends approval of Ordinance 26-16-LC for consistency with the City's jurisdictional boundaries as established in the City Charter.

II. DISCUSSION: Ordinance 26-16-LC is an ordinance that will clarify the definition of "beach" within the Land Development Code for consistency with the City Charter boundaries. References to the "mean low water line" in the definition of beach will be replaced with "mean high water line" for purposes of City Code definitions of beach.

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

E. Business Impact Statement:

III. CONCLUSION: Staff recommends approval of Ordinance 26-16-LC to clarify the definition of beach to the jurisdictional boundaries of the City.

IV. RECOMMENDED MOTION: I move to approve Ordinance 26-16-LC on first reading.

Attachments:

1. Ord. 26-16-LC - LDC Beach definition

ORDINANCE NO. 26-16-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING ARTICLE 3 "DEFINITIONS" AND ARTICLE 11 "COASTAL MANAGEMENT AND CONSERVATION" OF THE LAND DEVELOPMENT CODE TO AMEND THE DEFINITION OF "BEACH" FOR CONSISTENCY WITH THE JURISDICTIONAL LIMITS SET FORTH WITHIN THE CITY CHARTER; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section l.0l (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, section 2.01 of the City Charter establishes the City's jurisdictional boundaries which run to and meander along the mean **high** water line of the Gulf of Mexico; and

WHEREAS, currently the City Land Development Code, Code of Ordinances, and Comprehensive Plan each define beach as running to the mean **low** water line, which is outside the jurisdictional limits of the City, causing confusion during City Code enforcement efforts at beaches located within the City; and

WHEREAS, the City Council has determined that it is in the best interest of the public to amend its Land Development Code, Code of Ordinances, and Comprehensive Plan to clarify the definition of beaches for purposes of City Codes; and

WHEREAS, this Ordinance 26-16-LC will amend the Land Development Code to modify the definition of "beach" for consistency with the City's jurisdictional boundaries as set forth in the City Charter; and

WHEREAS, the Local Planning Agency held a public hearing, with all required public notice on May 21, 2026 for the purpose of providing recommendations to the City Council with regard to this Ordinance amending the Land development Code and recommended that the City Council adopt the Ordinance amending the Land Development Code; and

WHEREAS, a public hearing has been conducted by the City Council after due public notice.

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

NOTE: Language in Sections 3 and 4 of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, underline language is language to be added, language that follows ellipses (. . . .) and/or that is not in strike-thru or underlined is not to be changed. The symbol * and the symbol (. . . .) both represent sections of the Land Development Code that have been skipped and remain unchanged.**

SECTION 3. LDC Section 3.00.01. - Definitions.

For the purpose of this Code, the following terms, phrases, words and their derivations shall have the meaning contained herein, except where the context clearly requires otherwise.

***

Beach: The zone of unconsolidated material that extends landward from the mean high ~~low~~ water line to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves. . . .

***

SECTION 4. LDC 11.08.02. *Regulation of the use and conduct on the beach.*

***

Definition of beach. The zone of unconsolidated material that extends landward from the high ~~low~~ water line to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves. . . .

***

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

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

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

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

ADOPTED THIS ____DAY OF _____, 2026.

By: _____
Bobby Wagner, Mayor

ATTEST:

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

_____
Kimberly Romano Kopp, City Attorney

_____
Lisa Wallace, City Clerk

First Reading: _____
Second Reading: _____

ITEM # 2026-786

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2026
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.C.

TO: City Council

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

FROM: Tina Deater, Community Development Director

DATE: May 12, 2026

SUBJECT: First reading of Ordinance 26-17-CC - AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES TO AMEND THE DEFINITION OF "BEACH" FOR CONSISTENCY WITH THE JURISDICTIONAL LIMITS SET FORTH WITHIN THE CITY CHARTER; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

I. BACKGROUND: Staff recommends approval of Ordinance 26-17-CC for consistency with the City's jurisdictional boundaries as established in the City Charter.

II. DISCUSSION: Ordinance 26-17-CC is an ordinance that will clarify the definition of "beach" within the Code of Ordinances for consistency with the City Charter boundaries. References to the "mean low water line" in the definition of beach will be replaced with "mean high water line" for purposes of City Code definitions of beach.

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

E. Business Impact Statement:

III. CONCLUSION: Staff recommends approval of Ordinance 26-17-CC to clarify the definition of beach to the jurisdictional boundaries of the City.

IV. RECOMMENDED MOTION: I move to approve Ordinance 26-17-CC on first reading.

Attachments:

1. Ord. 26-17-CC - Code Beach definition

ORDINANCE NO. 26-17-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING SECTION 14-203 OF THE CODE OF ORDINANCES TO AMEND THE DEFINITION OF "BEACH" FOR CONSISTENCY WITH THE JURISDICTIONAL LIMITS SET FORTH WITHIN THE CITY CHARTER; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section l.0l (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, section 2.01 of the City Charter establishes the City's jurisdictional boundaries which run to and meander along the mean **high** water line of the Gulf of Mexico; and

WHEREAS, currently the City Land Development Code, Code of Ordinances, and Comprehensive Plan each define beach as running to the mean **low** water line, which is outside the jurisdictional limits of the City, causing confusion during City Code enforcement efforts at beaches located within the City; and

WHEREAS, the City Council has determined that it is in the best interest of the public to amend its Land Development Code, Code of Ordinances, and Comprehensive Plan to clarify the definition of beaches for purposes of City Codes; and

WHEREAS, this Ordinance 26-17-CC will amend the Code of Ordinances to modify the definition of "beach" for consistency with the City's jurisdictional boundaries as set forth in the City Charter; and

WHEREAS, a public hearing has been conducted by the City Council after due public notice.

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

NOTE: Language in Sections 3 and 4 of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, <u>underline language</u> is language to be added, language that follows ellipses (. . . .) and/or that is not in strike-thru or underlined is not to be changed. The symbol * and the symbol (. . . .) both represent sections of the Land Development Code that have been skipped and remain unchanged.**

***

SECTION 3. Sec. 14-209. – Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Beach: The zone of unconsolidated material that extends landward from the mean <u>high</u> ~~low~~ water line to the place where there is a marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves. . . .

***

SECTION 4. INCORPORATION INTO CODE OF ORDINANCES. This ordinance shall be incorporated into the City of Destin's Code of Ordinances and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

(Signature Page Follows)

ADOPTED THIS ____DAY OF _____, 2026.

By: _____
Bobby Wagner, Mayor

ATTEST:

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

_____
Kimberly Romano Kopp, City Attorney

_____
Lisa Wallace, City Clerk

First Reading: _____
Second Reading: _____

ITEM # 2026-787

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2026
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.D.

TO: City Council

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

FROM: Tina Deater, Community Development Director

DATE: May 12, 2026

SUBJECT: First reading of Ordinance 26-18-PC - AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING CHAPTER 13 "GLOSSARY" OF THE CITY'S COMPREHENSIVE PLAN TO AMEND THE DEFINITION OF "BEACH" FOR CONSISTENCY WITH THE JURISDICTIONAL LIMITS SET FORTH WITHIN THE CITY CHARTER; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

I. BACKGROUND: Staff recommends approval of Ordinance 26-18-PC for consistency with the City's jurisdictional boundaries as established in the City Charter.

II. DISCUSSION: Ordinance 26-18-PC is an ordinance that will clarify the definition of "beach" within the Comprehensive Plan for consistency with the City Charter boundaries. References to the "mean low water line" in the definition of beach will be replaced with "mean high water line" for purposes of City Code and Comprehensive Plan definitions of beach.

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

E. Business Impact Statement:

III. CONCLUSION: Staff recommends approval of Ordinance 26-18-PC for consistency with the City's jurisdictional boundaries as established in the City Charter.

IV. RECOMMENDED MOTION: I move to approve Ordinance 26-18-PC on first reading.

Attachments:

1. Ord. 26-18-PC - Comp Plan Beach definition

ORDINANCE NO. 26-18-PC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING CHAPTER 13 "GLOSSARY" OF THE CITY'S COMPREHENSIVE PLAN TO AMEND THE DEFINITION OF "BEACH" FOR CONSISTENCY WITH THE JURISDICTIONAL LIMITS SET FORTH WITHIN THE CITY CHARTER; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section l.0l (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, section 2.01 of the City Charter establishes the City's jurisdictional boundaries which run to and meander along the mean **high** water line of the Gulf of Mexico; and

WHEREAS, currently the City Land Development Code, Code of Ordinances, and Comprehensive Plan each define beach as running to the mean **low** water line, which is outside the jurisdictional limits of the City, causing confusion during City Code enforcement efforts at beaches located within the City; and

WHEREAS, the City Council has determined that it is in the best interest of the public to amend its Land Development Code, Code of Ordinances, and Comprehensive Plan to clarify the definition of beaches for purposes of City Codes; and

WHEREAS, this Ordinance 26-18-PC will amend the City's Comprehensive Plan to modify the definition of "beach" for consistency with the City's jurisdictional boundaries as set forth in the City Charter; and

WHEREAS, the Local Planning Agency held a public hearing, with all required public notice on May 21, 2026 for the purpose of providing recommendations to the City Council with regard to this Ordinance amending the City's Comprehensive Plan and recommended that the City Council adopt the Ordinance; and

WHEREAS, a public hearing has been conducted by the City Council after due public notice.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

NOTE: Language in Section 3 of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, <u>underline language</u> is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol * represents sections of the Land Development Code that have been skipped and remain unchanged.**

SECTION 3. Comprehensive Plan Chapter 13. Glossary

***

Policy 13-1.1.1: Definitions within the Comprehensive Plan. The following technical terms as used in the Comprehensive Plan shall have the meanings presented below.

***

Beach: The zone of unconsolidated material that extends landward from the mean <u>high</u> ~~low~~ water line to the place where there is marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves. . . .

***

SECTION 4. INCORPORATION INTO COMPREHENSIVE PLAN. This ordinance shall be incorporated into the City of Destin's Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon occurrence of all three of the following: (1) its adoption by the City Council, (2) signature by the Mayor, and (3) The Comprehensive Plan amendment set forth herein shall not become effective, in accordance with Section 163.3184(3), *Florida Statutes*, until 31 days after the State land planning agency (Florida Department of Economic Opportunity) notifies the City that the Comprehensive Plan amendment package is complete. If timely challenged, the Comprehensive Plan amendment shall not become effective until the said State land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance.

(Signature Page Follows)

ADOPTED THIS ____DAY OF _____, 2026.

By: _____
Bobby Wagner, Mayor

ATTEST:

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

_____
Kimberly Romano Kopp, City Attorney

_____
Lisa Wallace, City Clerk

First Reading: _____
Second Reading: _____

ITEM # 2025-794

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2026
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.E.

TO: City Council

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

FROM: Tina Deater, Community Development Director

DATE: May 12, 2026

SUBJECT: Second reading of Ordinance 25-13-PC - AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, MAKING TRANSPORTATION-RELATED AMENDMENTS TO CHAPTER 1 – FUTURE LAND USE ELEMENT, CHAPTER 2 – TRANSPORTATION ELEMENT, CHAPTER 9 - CAPITAL IMPROVEMENTS ELEMENT, CHAPTER 12 - ADMINISTRATION, AND CHAPTER 13 - GLOSSARY, OF THE CITY'S COMPREHENSIVE PLAN; DELETING THE MULTIMODAL TRANSPORTATION DISTRICT; PROVIDING FOR GOALS, OBJECTIVES AND POLICIES RELATING TO THE CITY MOBILITY PLAN AND CITY MOBILITY FEES; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF COMMERCE; PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR A BUSINESS IMPACT ESTIMATE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

I. BACKGROUND: At the March 1, 2021, City Council meeting, Council passed a motion to replace transportation concurrency (MMTD) with a Mobility Fee-Based Plan. Staff worked with 3TP Ventures to create the Mobility Plan, which the Council adopted on September 16, 2024. The Mobility Plan is a comprehensive blueprint for addressing the City's current and future transportation needs. Mobility fees fund transportation projects that address the impacts of future growth, while also addressing service gaps such as multimodal infrastructure and traffic congestion. The Mobility Plan is fee-based. The mobility fees were approved on May 19, 2025, and replaced the transportation impact fee. Adoption of the Mobility Plan and fee negated the transportation concurrency requirements of the comprehensive plan and LDC. However, the city will continue to track the transportation level of service (LOS) to ensure the system is operating as needed.

II. DISCUSSION: Since the comprehensive plan currently references the Multi-Modal Transportation District (MMTD), transportation concurrency, and transportation impact fees, it is necessary to replace or modify those references with the Adopted Mobility Plan and mobility fee, while removing the transportation concurrency tracking requirement. Each policy, goal, or

objective that referenced the MMTD, transportation concurrency, or the Transportation Impact Fee has been identified and modified accordingly.

Several policies, goals, or objectives need to be removed entirely, primarily those requiring monitoring of the MMTD or transportation concurrency. The list of those policies, goals, and objectives is below. These policies or portions of the policies either set standards for concurrency management for transportation, require monitoring of the transportation concurrency management system, or were only applicable to the MMTD. Each of them can be reviewed in its entirety within the ordinance. All other amendments either replace or modify the MMTD or transportation impact fee with the appropriate reference to either the Mobility Plan or fee.

Policy 2-1.3.3: MMTD Boundaries.

Policy 2-1.3.4: Conditions for Transportation Concurrency in MMTD.

Policy 2-1.3.6: Crystal Beach Transition Area.

Policy 2-1.3.22: Monitor Multimodal Transportation District.

Policy 2-1.3.23: Use Multimodal Transportation District Performance Measures.

Policy 12-4.1.4: Criteria for Concurrency and Final Development Orders.

C. Transportation. (Only this paragraph of the policy is being removed)

Policy 12-4.1.8: Methodology for Determining Demands on Concurrency Facilities.

A. Transportation. (Only this paragraph of the policy is being removed)

A. Link to Strategic Goals / Objectives: I. Financially sound city providing service excellence
II. Enhanced quality of life and safety for families
III. Economic development and revitalization
IV. Effective, efficient and aesthetically pleasing infrastructure
V. Improve mobility and connectivity
VI. A green and sustainable environment

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

C. Level of Service (LOS): Upgrade a variety of mobility services and improve function, safety, and efficiencies throughout the city.

D. Legislative Sponsor: N/A

E. Business Impact Statement: ***City of Destin Business Impact Statement – Ord 25-13-PC***

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

1. Summary of the proposed ordinance:

Proposed ordinance 25-13-PC will amend the City's Comprehensive Plan, updating it to reference the Mobility Plan & mobility fee while also removing the requirement for transportation concurrency tracking.

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

There is no direct economic impact on businesses concerning this ordinance, as the Mobility Fee was previously adopted with Ordinance 25-08-LC, which established the mobility fee. The direct cost of the mobility fee will only impact new businesses that locate in the City of Destin.

3. Estimate of direct compliance costs that businesses may reasonably incur:

There is no direct compliance cost related to this ordinance. However, Ordinance 25-08-LC has a direct cost that is dependent on the type of businesses that locate in the City of Destin, whether new development is proposed or an expansion of existing development. The adopted fee schedule will see the cost of the mobility fee.

4. Any new charge or fee imposed by the proposed ordinance:

There is no new fee or charge associated with this ordinance. However, Ordinance 25-08-LC established the mobility fee, which replaced the City's transportation impact fee.

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

There are no regulatory costs or administrative fees associated with the amendments to the comprehensive plan concerning this ordinance or Ordinance 25-08-LC, which established the City's mobility fee.

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

10+ businesses could be affected by this ordinance per year.

III. CONCLUSION: To fully implement the Mobility Plan and amend the Comprehensive Plan's fees, specific changes are needed to the references to the Multi-Modal Transportation District, Transportation Concurrency, and the Transportation Impact Fee.

The City Council approved the Ordinance at first reading on July 7, 2025. Staff received a letter from the Florida Department of Commerce following their review, dated October 23, 2025, stating that no revisions posed an adverse impact; however, the State did provide two (2) technical assistance comments. These comments are suggestions in nature. Staff reviewed these comments and made the minor revisions necessary to address the technical assistance comments. They are as follows:

1. Adopt the mobility plan by reference consistent with Florida State Statute Section 163.3177(1)(2), which states that any adoption by reference must identify the title and author of the document, and indicate clearly what provisions and edition of the document is being adopted.
2. Adopt level of service standards of the vehicular mode of travel on collector roads within the City.

IV. RECOMMENDED MOTION: I move to adopt proposed Ordinance 25-13-PC.

ITEM # 2025-794

Attachments:

1. Ordinance 25-13-PC
2. DOC Letter of Submittal Ord. 25-13-PC
3. DOC Letter of Review and Approval Ord. 25-13-PC

ORDINANCE NO. 25-13-PC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, MAKING TRANSPORTATION-RELATED AMENDMENTS TO CHAPTER 1 – FUTURE LAND USE ELEMENT, CHAPTER 2 - TRANSPORTATION ELEMENT, CHAPTER 9 - CAPITAL IMPROVEMENTS ELEMENT, CHAPTER 12 - ADMINISTRATION, AND CHAPTER 13 - GLOSSARY, OF THE CITY'S COMPREHENSIVE PLAN; DELETING THE MULTIMODAL TRANSPORTATION DISTRICT; PROVIDING FOR GOALS, OBJECTIVES AND POLICIES RELATING TO THE CITY MOBILITY PLAN AND CITY MOBILITY FEES; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF COMMERCE; PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR A BUSINESS IMPACT ESTIMATE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section l.0l (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, Chapter 163, Part II, of Florida Statutes, The City of Destin, Florida, proposes to amend the City's Comprehensive Plan to amend or adopt policies, goals, and objectives relating to the City's Mobility Plan and Mobility Fee as set forth herein; and

WHEREAS, pursuant to Section 163. 3177, Florida Statutes, the comprehensive plan, through required and optional elements, shall provide principles, guidelines, standards, and strategies for the orderly and balanced future economic, social, physical, environmental, and fiscal development of the area that reflects community commitments to implement the plan and its elements; and

WHEREAS, the comprehensive plan shall establish meaningful and predictable standards for the use and development of land and provide meaningful guidelines for the content of more detailed land development and use regulations;

WHEREAS, the City of Destin's Comprehensive Plan was adopted, pursuant to Section

163. 3177, consisting of the following elements: Future Land Use, Transportation, Housing; Public Facilities, Conservation, Coastal Management, Recreation and Open Space, Intergovernmental Coordination, Capital Improvements, Economic Development, and Public School Facilities; and,

WHEREAS, the City Council desires to update the Comprehensive Plan to adopt policies, goals, and objectives relating to the City's Mobility Plan and Mobility Fees; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interest of the City and its Citizens; and

WHEREAS, a public hearing has been conducted after due public notice by the Local Planning Agency and its recommendations reported to the City Council; and

WHEREAS, a public hearing has been conducted by the City Council after due public notice.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AS FOLLOWS:

NOTE: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, <u>underline language</u> is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol * represents sections of the Comprehensive Plan that have been skipped and remain unchanged.**

SECTION 3. Chapter 1: - FUTURE LAND USE ELEMENT of the Comprehensive Plan: 2020 is hereby amended as shown below.

FUTURE LAND USE ELEMENT

***

Policy 1-3.5.7: Promote Compact Development. Although the City of Destin is a nearly built out urban area, the City is committed to establishing a more compact urban form by promoting redevelopment of its two most visible mixed use urban centers—Town Center Mixed Use and the North and South Harbor Mixed Use areas. These areas are delineated on the FLUM (Map 1-1). ~~The compact planning strategy is further promoted and reinforced by the design of the planned multimodal transportation districts (See the Transportation Element).~~ Within one year, the City shall amend the LDC to include site development standards consistent with discouraging urban sprawl.

SECTION 4. Chapter 2: - TRANSPORTATION ELEMENT of the Comprehensive Plan: 2020 is hereby amended as shown below.

TRANSPORTATION ELEMENT

***

Introduction. The City's 2027 Strategic Vision priorities include Ease of Mobility. The City's 2017 Goal priorities include Improved Mobility and Connectivity. The Transportation Element provides the framework for achieving the optimum, cost-effective transportation system to balance the needs of the City of Destin's (City) residents, workers, tourists, and through traffic. Optimization is achieved through a combination of land use and site design characteristics along with strategies to enhance the availability and use of multiple modes of transportation.

The major topics of this element include:

- Design of the multi-modal system.
- Level of Service Standard (LOS).
- ~~Multi-modal district implementation.~~
- Airport and multi-modal planning coordination.
- Multi-jurisdiction coordination.

***

Policy 2-1.1.7: Determination of Fair Share. A development's fair share includes all transportation improvements needed to maintain the adopted LOS as a result of the project impacts to the multimodal transportation system. Offsite improvements may be credited toward required ~~*transportation impact*~~ mobility fees for the portion of the improvement beyond the minimum level required.

***

Policy 2-1.1.10: Prioritize Transportation Improvements. The City shall prioritize its maintenance, construction and reconstruction activities in the following manner:

A. First priority shall be assigned to projects ~~within the multimodal transportation districts (MMTDs)~~ identified in the adopted Destin Mobility Plan, current version dated September 2024 authored by 3TP Ventures, to implement multimodal improvements.

B. Second priority shall be assigned to the renewal and replacement of obsolete or worn-out facilities.

C. Third priority shall be assigned to correcting existing deficiencies in public facilities.

D. Fourth priority shall be assigned to facilities necessary to accommodate future growth.

***

Policy 2-1.1.12: Construct Transportation Facilities to ~~MMTD~~ City Standards. All new transportation projects within the City shall be constructed to meet City standards identified in the LDC. Such design standards may include, but not be limited to pedestrian access points, shared access, cross access, new or modified signage, striping of roadways, installation of sidewalks and bicycle lanes, widening of roadways, pedestrian crossing facilities, and sidewalk ramps at intersections. ~~Within the MMTD s~~Such standards shall place a priority on non-vehicular access and mobility and a secondary emphasis on vehicular mobility.

***

Policy 2-1.2.2: Multimodal Level of Service (LOS) Standards. ~~The 2006 LOS standard for each mode is based on the initial conditions in the MMTD~~ All multimodal transportation LOS is set as per ***Table 9-4 TRANSPORTATION LEVEL OF SERVICE STANDARDS*** in **Chapter 9:- CAPITAL IMPROVEMENTS** of this Comprehensive Plan and shall serve as a baseline to ensure that the LOS mode does not degrade below these levels.

***

Policy 2-1.2.3: Establish Adopted LOS Standards. Adopted LOS standards are based on the maximum achievable LOS grade, given implementation of multimodal improvements on all arterial and collector roads within the City of Destin~~MMTD~~, and pedestrian-oriented urban design. Establishing interim adopted LOS standards reflects the long-term implementation of multimodal improvements and urban design standards.

***

~~**Policy 2-1.2.4: Transportation LOS Standards**. The adopted LOS standards in the MMTD are as follows:~~

~~**Table 2-1:**~~
~~**Adopted Multimodal Level of Service Standards for Collector Roads**~~

	~~**Bicycle LOS Standard**~~	~~**Pedestrian LOS Standard**~~	~~**Transit LOS Standard**~~

~~Adopted (2006)~~	~~C~~	~~E~~	~~F~~
~~Adopted (2011)~~	~~B~~	~~C~~	~~E~~
~~Adopted (2020)~~	~~B~~	~~B~~	~~C~~

~~Source: 2011 Biennial MMTD Concurrency Report~~

~~Table 2-2:~~
~~Adopted Multimodal Level of Service Standards for Harbor Boulevard/US Highway 98 East/Emerald Coast Parkway~~

	~~Bicycle LOS Standard~~	**~~Pedestrian LOS Standard~~**	**~~Transit LOS Standard~~**
~~Adopted (2006)~~	~~E~~	~~F~~	~~E~~
~~Adopted (2011)~~	~~D~~	~~D~~	~~C~~
~~Adopted (2020)~~	~~C~~	~~D~~	~~B~~

~~Source: 2011 Biennial MMTD Concurrency Report~~

***

OBJECTIVE 2-1.3: CONTINUE IMPLEMENTATION OF THE DESTIN MOBILITY PLAN, AS REFERENCED ~~MULTIMODAL TRANSPORTATION DISTRICTS (MMTD).~~

***

Policy 2-1.3.1: Reduce Automobile Mobility. The Mobility Plan~~MMTD~~ shall emphasize the reduction of automobile mobility and vehicle miles traveled per person, in addition to the reduction of greenhouse gas emissions, while promoting accessibility by all modes through redevelopment of the built environment through improvement of cycling, pedestrian, and transit networks.

***

~~Policy 2-1.3.3: MMTD Boundaries.~~ ~~The boundaries for the MMTD are Kelly and Main Streets, the Destin- Fort Walton Beach Airport, and the City boundary with Okaloosa County along US Highway 98 to the north, the Gulf of Mexico to the south, the City boundary with Walton County to the east and the Marler Bridge to the west. This district is designated on the Multimodal Transportation District Map (Map 2-3) at the end of this chapter and the Future Land Use Map (Map 1-1) at the end of Chapter 1 - Future Land Use Element.~~

***

~~Policy 2-1.3.4: Conditions for Transportation Concurrency in MMTD.~~ ~~Developments proposed in the MMTD that satisfy the following two conditions shall be deemed in compliance with transportation concurrency requirements for vehicular traffic:~~

~~A. Follows urban form and multimodal facility design standards as described in Policy 2-1.3.5; and~~

~~B. Contributes towards achieving the adopted multimodal level of service standards designated through the provision of on-site and off-site improvements necessary to mitigate transportation impacts in the immediate project vicinity. The amount of mitigation required will correspond to~~

~~the project's impact as calculated through application of the City's transportation impact fee. Eligible capital improvements are those located within the MMTD and are included in the Capital Improvements Element of this Plan.~~

***

~~**Policy 2-1.3.6: Crystal Beach Transition Area.** Development within the Crystal Beach sub-area overlay, as designated in Chapter 1, the Future Land Use Element, shall serve as a transition area between the MMTD and areas outside of the MMTD.~~

***

Policy 2-1.3.9: Complete Existing Pedestrian and Cycling Infrastructure. The City shall enhance the existing pedestrian and cycling systems by filling gaps in the network and providing new pedestrian and cycling facilities throughout the City. These facilities shall provide a safe and continuous pedestrian and cycling network between residential areas, the Community Redevelopment Areas (CRAs), major activity zones, and transit connections~~, particularly within the MMTD~~. Facilities that have been programmed into the City's Capital Improvements Program are displayed in Table 2-3 and on Map 2-2.

***

Policy 2-1.3.13: Coordinate with Okaloosa County. The City shall coordinate with Okaloosa County on future updates of the Transit Development Plan to ensure continued enhancement of transit service and facilities within the City~~, particularly the Multimodal Transportation District,~~ and transit trip generators and attractors. The City shall continue to dedicate or provide right-of-way, for the provision of access to transit facilities. Alternatively, the City may provide financial contributions towards the costs of expanding transit service coverage. The City shall also encourage the implementation of private shuttle services as a component of planned development.

***

Policy 2-1.3.21: Prioritize Projects. As revenues become available from the Community Redevelopment Area (CRA) tax increments, the City shall prioritize projects that help support the goals of the Mobility Plan. ~~MMTD.~~

***

~~**Policy 2-1.3.22: Monitor Multimodal Transportation District.** The City shall continue to produce a MMTD Monitoring Report every two years to meet statutory review requirements. This report shall summarize the City's progress towards achieving the multimodal level of service (MMLOS) standards, and achieving the multimodal objectives and policies described herein.~~

***

~~**Policy 2-1.3.23: Use Multimodal Transportation District Performance Measures.** The City shall use multimodal performance measures to help evaluate the progress towards implementing the goals of the MMTD.~~

~~A. On a system wide level, the City shall:~~

~~1. Calculate the number of new developments and redevelopments that are completed and meet the design standards of the LDC, contributing towards the development of the multimodal transportation system and the creation of a thriving, functional focal point to the City.~~

~~2. Calculate the number and length of new multimodal facilities that have been completed or planned.~~

~~3. Calculate the transit ridership on all transit services within the City.~~

~~4. Report progress on the implementation tasks identified in Objective 2-1.3.~~

~~B. On a corridor level, multimodal performance measures shall include the factors used in the calculation of multimodal level of service: transportation facilities, urban form, accessibility, and connectivity. These include:~~

~~1. The corridor multimodal level of service as applied through the ARTPLAN multimodal LOS analysis will be used to monitor the progress towards completing the multimodal network.~~

~~2. Urban form shall be evaluated by measuring development use, density, diversity and design based on the MMTD design standards in Policy 2-1.3.3.~~

~~3. MMTD accessibility shall be determined by identifying pedestrian barriers that limit access to pedestrian facilities and determining the proportion of population with access to multimodal facilities. The most currently available US Census data will be used for this analysis. MMTD accessibility will also be measured by identifying activity centers and determining the proportion of population with multimodal access to those activity centers.~~

~~4. Connectivity for bicycles shall be measured by dividing the number of links in the bicycle facility system by the number of link termini (intersections, cul-de-sacs, and dead-ends). Connectivity for pedestrians shall be measured by computing the number of termini per square mile in the pedestrian facility system. Connectivity for transit is based on the proportion of major activity centers served by fixed route bus service.~~

***

Policy 2-1.3.24: Document Existing Conditions. The City shall continue to document the existing conditions on all arterial and collector roads within the City by monitoring the traffic counts from various sources such as but not limited to, Florida Department of Transportation, Okaloosa County, Emerald Coast Regional Council, and City initiated traffic count studies. ~~in the Annual Transportation Concurrency Analysis. These~~This data shall be used to monitor the operating conditions on Harbor Boulevard/Emerald Coast Parkway and the collector roads and shall inform decisions on how to prioritize funding for projects. ~~be submitted to the Department of Economic Opportunity, FDOT and adjacent jurisdictions as an informational component of the MMTD monitoring requirements.~~

***

Policy 2-1.4.3: Coordinate for Multimodal Facilities and Service to Airport. The City shall coordinate with Okaloosa County to construct multimodal facilities and to provide transit service to Destin Airport property as needed.~~for consistency with the policies associated with the Multimodal Transportation District.~~

***

List of Maps:

Map 2-1: Needed Motor Vehicle Transportation Improvements

Map 2-2: Needed Bicycle/Pedestrian Improvements & Beach/Shoreline Access Points

~~Map 2-3: Multimodal Transportation District (MMTD)~~



SECTION 4. Chapter 5: - CONSERVATION ELEMENT of the Comprehensive Plan: 2020 is hereby amended as shown below.

CONSERVATION ELEMENT

***

Policy 5-1.1.4: Reduce Vehicle Emissions Through Transportation and Land Use Planning. The Transportation Element addresses transportation alternatives to automobile use by planning efficient pedestrian and bicycle systems and by evaluating future feasibility for multimodal systems, including bus transit. New nonresidential and multi-family development and redevelopment within the City ~~Multimodal Transportation District or near pedestrian and transit corridors~~ shall incorporate site plan design that enables efficient and convenient pedestrian movement between public sidewalks within rights-of-way and building entrance points that comply with the City's adopted Destin Mobility Plan, current version dated September 2024 authored by 3TP Ventures.

SECTION 5. Chapter 9: - CAPITAL IMPROVEMENTS ELEMENT of the Comprehensive Plan: 2020 is hereby amended as shown below.

CAPITAL IMPROVEMENTS ELEMENT

***

TABLE 9-4[1]
TRANSPORTATION LEVEL OF SERVICE STANDARDS

LOS				
Arterial or State Roads ~~Outside of Multi-Modal Districts~~				
D				
~~Facilities Within~~ Multimodal Transportation Infrastructure[2] ~~District~~[2]				
Implementation Date	Bicycle	Pedestrian	Transit	Vehicle
Collector Roads				
~~Adopted (2006)~~	~~C~~	~~E~~	~~F~~	-
~~Adopted (2011)~~	~~B~~	~~C~~	~~E~~	-
Adopted (2020)	B	B	C	D
~~Harbor Blvd./Emerald Coast Parkway (US Highway 98)~~				
~~Adopted (2006)~~	~~E~~	~~F~~	~~E~~	
~~Adopted (2011)~~	~~D~~	~~D~~	~~C~~	
~~Adopted (2020)~~	~~C~~	~~D~~	~~B~~	

1 Transportation LOS standards are established for two categories: Roadway LOS and Multimodal LOS. The Roadway LOS is established for all collector roads~~located outside the multimodal district boundary. Refer to the Transportation Element DIA and GOPS and the Glossary for more information concerning these LOS standards and terms~~.

2 Multimodal LOS: The LOS standard for each mode is based on the initial conditions in the MMTD and shall serve as a baseline to ensure that the LOS mode does not degrade below these levels. Adopted LOS standards are based on the maximum achievable LOS grade given implementation of multimodal improvements on all arterial and collector roads within the City of Destin ~~MMTD~~ and pedestrian-oriented urban design. Establishing interim adopted LOS standards reflects the long-term implementation of multimodal improvements and urban design standards.

SECTION 6. Chapter 12: - ADMINISTRATION ELEMENT of the Comprehensive Plan: 2020 is hereby amended as shown below.

ADMINSTRATION ELEMENT

***

OBJECTIVE 12-4.1: PROVIDE A SYSTEMATIC PROCESS. The CMS is intended to provide a systematic process for the review and evaluation of all proposed development for its impact on concurrency facilities and services, as required by the Local Government Comprehensive Planning and Land Development Regulations Act, Chapter 163, Part II, § 163.3177 FS.

Facilities in Destin that are subject to these regulations include:

- Potable Water
- Sanitary Sewer

- Solid Waste
- Drainage
- ~~Transportation~~
- Recreation

***

Policy 12-4.1.2: Definitions of Concurrency Management Terms. The following definitions shall apply to concurrency management rules and regulations:

***

Concurrency Facilities: Public facilities and services for which a level of service must be met concurrent with the impacts of development or an acceptable deadline, as mandated in the Comprehensive Plan pursuant to Chapter 163, FS, shall include:

- Potable Water
- Sanitary Sewer
- Solid Waste
- Drainage
- ~~Transportation~~
- Recreation

***

Policy 12-4.1.4: Criteria for Concurrency and Final Development Orders. A final development order shall not be granted for a proposed development unless the City finds that adequate capacity for concurrency facilities exists at or above adopted level of service in order to accommodate the impacts of the proposed development, or that improvements necessary to bring concurrency facilities up to their adopted level of service will be in place concurrent with the impacts of the development.

***

~~C.~~ ~~**Transportation.**~~ ~~For transportation facilities (transportation and public transit designated in the adopted Comprehensive Plan), at a minimum, the City shall ensure that the following standards are met to satisfy concurrency requirements, unless State authorized exceptions are enacted by the City and duly approved by the State [Cross reference § 9J-20055 (4-7), F.A.C.]:~~

~~1. At the time that a final development order is issued, the necessary facilities and services are in place.~~

~~2. A final development order is issued subject to the conditions that the necessary facilities and services needed to serve the new development are scheduled to be in place or under actual construction not more than three years after issuance of a certificate of occupancy as provided in the City Five-Year Schedule of Capital Improvements. However, the City at its discretion may require the necessary facilities to be in place before the issuance of a certificate of occupancy if a proposed development lies within a Coastal High-Hazard Area and if such facilities are deemed necessary to assure safe and timely emergency evacuation. The Capital Improvement Program may recognize and include transportation projects included in the first three years of the adopted Florida Department of Transportation Five-Year work program. The Capital Improvements Element must include the following policies:~~

~~a. The estimated date of commencement of actual construction and the estimated date of project completion.~~

b. A provision that a plan amendment is required to eliminate, defer, or delay construction of any road or public transit facility or service which is needed to maintain the adopted level of service standard and which is listed in the Five-Year Capital Improvements Program.

3. At the time the final development order is issued, the necessary facilities and services to serve the new development shall be in place or under actual construction not more than three years after issuance of a certificate of occupancy.

4. At the time the final development order is issued, the necessary facilities and services are guaranteed in an enforceable development agreement, pursuant to § 163.3220, FS, or an agreement or development order issued pursuant to Chapter 380, FS, to be in place or under actual construction not more than three years after issuance of a certificate of occupancy.

5. For the purpose of issuing a final development order, a proposed development may be deemed to have a de minimis impact and may not be subject to the transportation concurrency requirements, only if all the following conditions are met:

a. The development proposal is for an increase in density or intensity of less than or equal to twice the density or intensity of the existing development, or for the development of a vacant parcel of land at a residential density of less than four dwelling units per acre or, for non-residential uses, at an intensity of less than 0.1 floor area ratio.

b. Isolated vacant lots in predominantly built residential areas where construction of a single-family house would be the most suitable use, may be developed for single-family residential under the de minimis exception even if smaller than one-quarter acre in size.

c. The transportation impact of the proposed development alone does not exceed one percent of the maximum service volume at the adopted level of service standard for peak hour of the affected transportation facility.

d. With the exception of impacts of a single-family home as described in subsection 5.a. above, the cumulative total transportation impact from the de minimis exemptions shall not exceed 110 percent of the maximum volume at the adopted level of serve of the affected transportation facility.

e. No impact shall be de minimis when impacting any portion of Harbor Boulevard/Emerald Coast Parkway, Danny Wuerffel Way, or any other road designated as a hurricane evacuation route if such impact would exceed the adopted level of service standard for these roadways.

f. The City has adopted within its Comprehensive Plan policies for granting such exemptions.

~~D.~~ C. Potable Water and Sanitary Sewer

***

Policy 12-4.1.8: Methodology for Determining Demands on Concurrency Facilities.

A. Transportation. In determining whether transportation concurrency is met the following criteria shall be used:

1. For Development Inside the Multimodal Transportation District: All applicants seeking development approval for properties located within the Multimodal Transportation District (MMTD) shall be required to meet the MMTD development standards detailed in the LDC. Additionally, a Transportation Analysis shall be submitted, which shall include a map indicating the distribution of vehicle trips on the surrounding street network as specified in the Land Development Code. The traffic analysis will help the City in determining the overall success of the MMTD in accordance with State requirements.

~~2. For Development Outside the MMTD:~~

~~For all new developments seeking development approval for properties located outside the MMTD, which are required to follow the site plan review process, the applicant/developer shall be required to submit a transportation analysis that identifies the development's impact on the City transportation system The Community Development Director or designated Administrator may also require the submission of a transportation analysis for developments if the site location, anticipated total trip generation, circulation patterns or other such factors warrant a more extensive review of traffic impacts.~~

~~If the preliminary level of service information indicates a deficiency in capacity based on adopted level of service standards, the developer may at his option, prepare a more detailed alternative analysis as described below. If the alternative analysis, after review and acceptance by the Community Development Director or designated Administrator, indicates no deficiency in the capacity based on the adopted level of service standard the results of the alternative analysis will be used. However, the City shall, at its discretion, reserve the option to have the methodology reviewed by a professional transportation engineer or transportation planner prior to accepting the methodology. The cost for such review shall be borne by the applicant.~~

~~The transportation analysis shall follow the requirements:~~

~~a. Trip Generation. Trip Generation will be based on the guidelines and rates published in the latest edition of ITE's Trip Generation Manual. Transportation impact analysis will be based upon the PM peak hour, peak direction volume of adjacent roadways. Trip generation of redevelopment projects will be based upon net project trips. Net project trips will be estimated by subtracting trips generated by existing site development from trips estimated for the proposed development.~~

~~b. Mixed Land Uses. Projects with a mix of land uses may apply an internal capture rate based on original or published land use analysis (e.g. planned unit developments (PUD) or office buildings with support services such as banks). Internal capture rates must be justified by the applicant.~~

~~Published empirical data used to estimate internal capture rates should be from a source generally acceptable to the transportation planning profession. Internal capture rates should be derived from similar land uses located in similar urban environments. Other land uses that by definition (in the ITE Trip Generation) contain a mix of land uses should not apply an internal capture rate, (e.g., planned unit developments (PUD) or office buildings with support services such as banks and restaurants). Internal capital rates for mixed-use developments rarely exceed 20—25 percent of gross project trips. If Internal capture rates for mixed-use developments exceed 25 percent of gross project trips the applicant will have to justify the rate to and receive approval from the City.~~

~~c. Pass-by and diverted trip credits. Credit for pass-by and diverted trips may be allowed for retail and some commercial uses (e.g., fast-food restaurants, service stations and drive-in banks). Pass-by and diverted trip rates must be justified by the applicant. The percent of pass-by trips should generally not exceed 10 percent of adjacent street traffic or 25 percent of the project's net external trip generation potential. If either or both of these percentages are exceeded the applicant will have to justify the rate(s) to and receive approval from the City.~~

~~d. Trip Distribution and Assignment. Trip distribution and assignment will follow the procedures as outlined in the FDOT Site Impact Handbook for manual assignments. A manual distribution assignment process, based on local knowledge of travel patterns may be applied. The applicant's~~

~~traffic distribution and assignment methodology will include clear justification for assumptions used.~~

~~e. Site Impact Area Methodology. Determination of a proposed project's transportation impact area will be based on the magnitude and extent of impact. The project area of influence shall include all major transportation facilities as identified in the City or County comprehensive plan, where project traffic is equivalent to five percent of the new trips generated by that project. This determination will be based on the trip generation, distribution and assignment methodology described above.~~

~~f. LOS Analysis. A LOS analysis will be conducted by the developer for all projects that do not qualify as a de minimis impact, as defined within the Land Development Code to determine the effects of development proposals on the operating characteristics of all major collectors and arterials within a project's area of influence. The latest version of FDOT's arterial analysis software (Art-Plan) will be used. If an alternate analysis is performed, the latest version of SYNCHRO will be the traffic operational model used for this analysis. Traffic volumes used for this analysis will include existing background traffic plus vested and committed development trips, which have been approved by the jurisdictional authority, which govern the project.~~

~~3. Unified Transportation Concurrency Management System. Pursuant to Transportation Element Policy 2-1.5.7 and the Unified Transportation Concurrency Management System (UTCMS) Inter-local Agreement between the City of Destin and Okaloosa County, the City will provide Okaloosa County with monthly updates regarding the status of approved development orders in the UTCMS area. The UTCMS area is specifically described as the area bounded by Choctawhatchee Bay on the north, East Pass on the west, the Gulf of Mexico to the south, and the Walton County line to the east, an area comprised of the entire city limits of the City of Destin and a portion of unincorporated Okaloosa County.~~

~~B~~A. ~~Other~~ Facilities.

SECTION 6. Chapter 13: - GLOSSARY of the Comprehensive Plan: 2020 is hereby amended as shown below.

GLOSSARY

***

~~MMTD: Multimodal Transportation District (replaced with the adopted Mobility Plan)~~

Mobility Plan: The mobility plan and mobility fee report entitled “Destin Mobility Plan” and “The Destin, Florida Mobility Fee Study Memo”, most recent version. This reference includes, but is not limited to, the following: the mobility projects included in the mobility plan, the basis of the assumptions, conclusions, and findings in such study as to the basis of the mobility fee, the methodology for calculating the mobility fee, and mobility fee rates assigned to various land use categories. The study presents the technical analysis and detailed methodology supporting the City of Destin’s mobility fee implementation. The fee will provide funds for constructing the transportation improvements listed in the plan, which are needed to accommodate impacts created by development.

SECTION 7. TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY. The City Manager or his designee is hereby designated to sign a letter transmitting the adopted comprehensive plan amendment to the State Planning Agency, in accordance with the Community Planning Act.

SECTION 8. INCORPORATION INTO COMPREHENSIVE PLAN. Upon the effective date

of the comprehensive plan amendment adopted by this Ordinance, said amendment shall be incorporated into the City of Destin Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

All prior inconsistent ordinances and resolutions adopted by the City of Destin City Council, or parts of ordinances or resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

SECTION 9. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 10. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 11. EFFECTIVE DATE. The comprehensive plan amendment shall not become effective until 31 days after the State Planning agency notifies the City that the plan amendment package transmitted by the City is complete, except however, if the plan amendment is timely challenged, this Ordinance shall not become effective until the date a final order is issued by the State Land Planning Agency, or the date that the Administration Commission enters a final order determining the adopted plan amendment is in compliance. No development orders, development permits, or land use dependent on this amendment may be issued or commenced before it has become effective. After and from the effective date of this amendment, the comprehensive plan amendment set forth herein shall amend the City of Destin' s Comprehensive Plan and shall become a part of that plan and the amendment shall have the legal status of the City of Destin' s Comprehensive Plan, as amended.

ADOPTED THIS _____ DAY OF _____, 2026.

By: Bobby Wagner, Mayor

ATTEST:

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

DRAFT

_____ _____

Rey Bailey, City Clerk Kimberly Romano Kopp, City Attorney

First Reading: _____
Second Reading: _____

September 24, 2025

RESPONSE VIA EMAIL ONLY

Mr. Steve O'Connor, Deputy Director
City of Destin
Community Development Department
4100 Indian Bayou Trail
Destin, Florida 32541

RE: 25-13-PC TransportationElement

Dear Mr. O'Connor:

Thank you for submitting the proposed comprehensive plan amendment for the City of Destin. This amendment package will be reviewed pursuant to the Expedited State Review process. The reference number for this amendment package is 25-01ESR.

The proposed submission package will be reviewed pursuant to Section 163.3184(3), Florida Statutes. Once the review is underway, you may be asked to provide additional supporting documentation by the review team to ensure a thorough review. You will receive FloridaCommerce's Comment Letter no later than October 23, 2025.

Pursuant to 163.3184(3)(c)1. If the local government fails, within 180 days after receipt of agency comments, to hold the second public hearing, the amendments shall be deemed withdrawn unless extended by agreement with notice to the state land planning agency and any affected person that provided comments on the amendment.

Pursuant to 163.3184(3)(c)2. All comprehensive plan amendments adopted by the governing body, along with the supporting data and analysis, shall be transmitted within 10 working days after the final adoption hearing to the state land planning agency and any other agency or local government that provided timely comments under subparagraph (b)2. If the local government fails to transmit the comprehensive plan amendments within 10 working days after the final adoption hearing, the amendments are deemed withdrawn.

If you have any questions, please contact me at (850) 717-8491 or by email at donna.harris@commerce.fl.gov. You may also contact Scott Rogers, Regional Planning Administrator, who will be overseeing the review of the amendments, at (850)717-8510.

Sincerely,

Donna Harris

Donna Harris, Senior Plan Processor
Bureau of Community Planning and Growth

DH/

cc: External Agencies

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

Community Development Department

Office of the Director

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119| Email: planning@cityofdestin.com

September 22, 2025

Florida Department of Commerce
Attention: Donna Harris, Senior Plan Processor
Bureau of Community Planning and Growth
Caldwell Building
107 East Madison - MSC 160
Tallahassee, Florida 32399-4120

Subject: **Proposed - Expedited State Review**
COMPREHENSIVE PLAN AMENDMENT; ORDINANCE 25-13-PC

Dear Mrs. Harris:

Enclosed please find a submittal package for an approved amendment to the **City of Destin Comprehensive Plan: 2020 (Ordinance 25-13-PC)**. The Destin Local Planning Agency held a public hearing on June 24, 2025, to consider the amendment and made a recommendation to City Council for adoption. The amendment was reviewed and approved on first reading, by the Destin City Council in a duly advertised public hearing on July 7, 2025. Additionally, the amendment is consistent with **City's Comprehensive Plan Transportation Element** by implementing the new Mobility Plan that provides the City with a whole city plan to address deficiencies in the City's vehicular and multi-modal transportation network.

The amendment is being submitted under the Expedited State Review Process. The amendment is to:

- **Comprehensive Plan Chapter 1: Future Land Use Element**
  - Policy 1-3.5.7: Promote Compact Development.
- **Comprehensive Plan Chapter 2: Transportation Element**
  - Introduction
  - Policy 2-1.1.7: Determination of Fair Share
  - Policy 2-1.1.10: Prioritize Transportation Improvements
  - Policy 2-1.1.12: Construct Transportation Facilities to Standards
  - Policy 2-1.1.12: Construct Transportation Facilities to MMTD Standards
  - Policy 2-1.2.3: Establish Adopted LOS Standards
  - Policy 2-1.2.4: Transportation LOS Standards ***(deleted)***

- OBJECTIVE 2-1.3: CONTINUE IMPLEMENTATION OF THE MOBILITY PLAN
- Policy 2-1.3.1: Reduce Automobile Mobility.
- Policy 2-1.3.3: MMTD Boundaries ***(deleted)***
- Policy 2-1.3.4: Conditions for Transportation Concurrency in MMTD ***(deleted)***
- Policy 2-1.3.6: Crystal Beach Transition Area ***(deleted)***
- Policy 2-1.3.9: Complete Existing Pedestrian and Cycling Infrastructure
- Policy 2-1.3.13: Coordinate with Okaloosa County
- Policy 2-1.3.21: Prioritize Projects
- Policy 2-1.3.22: Monitor Multimodal Transportation District ***(deleted)***
- Policy 2-1.3.23: Use Multimodal Transportation District Performance Measures ***(deleted)***
- Policy 2-1.3.24: Document Existing Conditions
- Policy 2-1.4.3: Coordinate for Multimodal Facilities and Service to Airport

- **Comprehensive Plan Chapter 5: Conservation Element**
  - Policy 5-1.1.4: Reduce Vehicle Emissions Through Transportation and Land Use Planning
- **Comprehensive Plan Chapter 9: Capital Improvement Element**
  - TABLE 9-4: TRANSPORTATION LEVEL OF SERVICE STANDARDS
- **Comprehensive Plan Chapter 12: Administration Element**
  - Comprehensive Plan Chapter 9: Capital Improvement Element
  - Policy 12-4.1.2: Definitions of Concurrency Management Terms
  - Policy 12-4.1.4: Criteria for Concurrency and Final Development Orders
  - Policy 12-4.1.8: Methodology for Determining Demands on Concurrency Facilities
- **Comprehensive Plan Chapter 13: Glossary**
  - MMTD: Multimodal Transportation District (replaced with the adopted Mobility Plan)

The amendment seeks to amend all policies, goals, or objectives to the previous Multi-Modal Transportation District, where appropriate with references to the adopted Mobility Plan. Further, there are several policies, goals, or objectives that are being deleted entirely as they no longer pertain to the needs of the city. This includes the boundaries of the Old Destin and Crystal Beach Multi Modal Transportation Districts, as well as any policy, goal, or objective that has a *transportation* concurrency monitoring requirement. The Mobility Plan is a comprehensive blueprint for addressing the City's current and future transportation needs. The amendment is not applicable to an area of critical State concern. The second reading of the proposed amendment will be heard by the City of Destin City Council for review and adoption within 60 days of receipt of State review.

The contact person for any comments or inquiries pertaining to the enclosed amendment package is Deputy Director of Community Development, Steve o'Connor. He can be reached at (850) 654-1119, option 2, soconnor@cityofdestin.com, or via the following address:

Mayor
CC
CM/PIO
CD
file

October 23, 2025

The Honorable Bobby Wagner
Mayor, City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

Dear Mayor Wagner,

FloridaCommerce has reviewed the City of Destin's proposed comprehensive plan amendment (Amendment No. 25-01ESR), received on September 23, 2025, pursuant to the expedited state review process in Section 163.3184(2) and (3), Florida Statutes (F.S.). We have identified no comments related to adverse impacts to important state resources and facilities within FloridaCommerce's authorized scope of review.

We are, however, providing two technical assistance comments consistent with Section 163.3168(3), F.S. The technical assistance comments will not form the basis of a challenge. They are offered either as suggestions which can strengthen the City's comprehensive plan in order to foster a vibrant, healthy community or is technical in nature and designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S. The technical assistance comment is:

Technical Assistance Comment: Mobility Plan: The City should revise the proposed Amendment 25-01ESR (Transportation Element Policy 2-1.1.10 and Objective 2-1.3, Conservation Element Policy 5-1.1.4 and the Glossary) to adopt the Mobility Plan by reference consistent with the requirements of section 163.3177(1)(b), F.S., that the adoption by reference must identify the title and author of the document and indicate clearly what provisions and edition of the document is being adopted. In responding to this technical assistance comment, the City should consider the provisions under Chapter 2025-190, L.O.F., which was approved on June 26, 2025, and applies retroactively to August 1, 2024. The City should ensure that the adopted amendment is not more restrictive or burdensome.

Technical Assistance Comment: Level of Service Standards: The City should consider revising the Amendment 25-01ESR (Capital Improvements Element Table 9-4) to adopt level of service standards that are non-regulatory for the vehicular mode of travel on collector roads within the City. These standards would assist the City with transportation planning and the implementation of proposed Transportation Element Policy 2-1.3.24, which directs the City to monitor the operating conditions on collector roads and make decisions related to the prioritization of funding for mobility projects. In responding to this technical assistance comment, the City should consider the provisions under Chapter 2025-190, L.O.F., which was approved on June 26, 2025, and applies retroactively to August 1, 2024. The City should ensure that the adopted amendment is not more restrictive or burdensome.

An equal opportunity employer/program. Auxiliary aids and service are availabl upon request to individuals with disabilities. All voice telephone numbers on th document may be reached by persons using TTY/TTD equipment via the Florid Relay Service at 711.

The City should act by choosing to adopt, adopt with changes or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**

- **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.

- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the final adoption hearing or the amendment shall be deemed withdrawn pursuant to section 163.3184(4)(e)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

If you have any questions concerning this review, please contact Scott Rogers, Regional Planning Administrator, by telephone at (850)-717-8510 or by email at Scott.Rogers@Commerce.fl.gov.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/sr

Enclosure(s): Procedures for Adoption

cc: Steve O'Connor, Deputy Director, Community Development Department, City of Destin
Kandace Lee, Chief Executive Director, Emerald Coast Regional Council

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SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (*https://fldeo.my.salesforce-sites.com/cp/*) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

> "The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If the amendment is timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.