

DESTIN CITY COUNCIL MEETING
JUNE 1, 2026
ANNEX COUNCIL CHAMBERS
6:00 PM

Core Value of the Month - Integrity

CALL TO ORDER

*** INVOCATION (Pastor David J. Butler - Faith Assembly Christian Church)**

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL

- 1. PROCLAMATIONS / RECOGNITIONS / SPECIAL / **PUBLIC PRESENTATIONS / ANNOUNCEMENTS**
 - A. Request to Speak about Safety - Wesley Poole

- 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. Approval of Wide-Format Community Development/Engineering Scanner Lease
 - B. Approval of Minutes of May 18, 2026 Special Council Meeting at 5:30 p.m.
 - C. Approval of Minutes of May 18, 2026 Special Council Meeting at 5:45 p.m.
 - D. Approval of Minutes of May 18, 2026 Regular City Council Meeting

- 4. CITY MANAGER REPORTS Announcements**
 - A. 4th of July Fireworks
 - B. Update on State-Acquired Land in Holiday Isle Adjacent to City's Norriego Point Park
 - C. Utility Undergrounding Update
 - D. Property Tax Reform Update
 - E. Minutes of Standing Boards and Committees **(Informational Only)**
 - F. Announcements

- 5. PUBLIC HEARINGS**
 - A. Second 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.

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

- A. Councilmember Braden
 - 1.) 4th of July Fireworks
- B. Councilmember Trammell
- C. Councilmember Destin
- D. Councilmember Bagby
- E. Councilmember Hebert
- F. Councilmember Morgan
- G. Councilmember Schmidt
- H. Mayor Wagner
- I. City Attorney
 - 1.) 222 Sibert Litigation Update

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*

*** To be placed on the agenda under public presentations, citizens must contact the City Manager or City Clerk's office one (1) week prior to the scheduled City Council Meeting, completing a Speakers Request Form and providing any accompanying documentation as requested in the form's instructions.*

**** All items listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and may be considered separately. If a person decides to appeal any decision made by the Council with respect to any matter considered at this meeting, he/she may need a record of the proceedings, and for such purpose, he/she may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. FS 286.0105.*

Persons with disabilities who require assistance to participate in City meetings are requested to notify the City Clerk's Office at (850) 837-4242 in advance. Hearing Impaired: TTY: 711. Assistance also available through Human Resources, Title VI Coordinator, at (850) 837-4242. Personas con discapacidades que necesitan asistencia o personas que necesitan ayuda con un idioma para participar en las reuniones de la ciudad, deberán notificar la oficina de la Secretaria Municipal al (850) 837-4242 antes de la reunión. Discapacidad auditiva: TTY: 711 (Solicitar Espanol CA). La ayuda tambien está disponible por Recursos Humanos, Coordinador del Título VI, al (850) 837-4242.

All regularly scheduled city council meetings will be streamed live via the city's YouTube channel at <https://www.youtube.com/CityofDestin>. Past council meetings can also be viewed here. Please visit our agenda center on the city website at <https://www.cityofdestin.com/agendas>.

SPEAKER'S FORM
City of Destin Council Meeting

In an effort to better serve the community, the City Council requests that items or requests to be presented before Council be provided to the City Clerk by noon Wednesday of the week prior to the meeting. **Any related materials that you wish to distribute to Council in support of your item must be submitted at that time as well.** This will give Council adequate time to review your request and make any necessary inquiries. In addition, the staff may need to contact you in response to your topic of concern or in response to action directed by the Council.

As you complete the form below, please note that **certain fields marked by * are required.** Late or incomplete forms, particularly where required information is omitted, will be deferred by Council to a future meeting pending receipt of all information.

The City appreciates your cooperation and adherence to these guidelines.

***** PLEASE PRINT *****

DATE OF REQUEST: 5.21.2026 *COUNCIL MEETING DATE: 1st Monday in June
*NAME: WESLEY POOLE *PHONE #: 850 585-5909
ADDRESS: 619 Sea View DR EMAIL: —
*TOPIC/ISSUE: safety

*HAVE YOU SPOKEN WITH CITY STAFF ABOUT THIS ISSUE? If so, who and when?
Yes - Engineer

*DESIRED ACTION BY COUNCIL? Make Destin Safer

PRESENTATION MATERIALS ATTACHED?: YES _____ NO X # OF PAGES _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 1, 2026
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 3.A.

TO: City Council

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

FROM: Andy Peters, Director of Information Technology

DATE: 05/13/2026

SUBJECT: Approval of Wide-Format Community Development/Engineering Scanner Lease

I. BACKGROUND: The Engineering and Community Development Departments are expanding efforts to digitize paper records, including oversized engineering drawings and plans. The existing wide-format scanner is obsolete, incompatible with Windows 11 without manual USB transfer procedures, and no longer supported for parts or service. Staff obtained a proposal from DEX Imaging for a replacement Canon imagePROGRAF TZ-32000 MFP Z36 wide-format scanner/printer system.

II. DISCUSSION: The proposed equipment will improve scanning, printing, and management of engineering and permitting records while supporting ongoing digitization efforts across multiple departments. The recommended 36-month lease provides updated technology with predictable annual costs and included service support.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

Funding will be provided through the Permitting Technology Fund (105).

This requires an amendment to the FY 2026 Budget to cover the lease initiation and the first 4 of 36 months.

The scanner is valued at \$13,999 and the lease has an implicit interest rate of 1.07%.

Lease payments are \$470.37/month (x 36 months = \$16,933.32).

- DR 105.5243.568000 Lease Asset ≈ \$16,933.32

- CR 105.3243.381100 Lease Liability/Proceeds \approx \$16,933.32
- 105.5171.571003 Scanner Lease Principal (June - Sept 2026) \approx \$1823.68
- 105.5171.572003 Interest Expense (June - Sept 2026) \approx \$57.80

Additionally, the city will sign up for the service contract at \$240.91/month, which includes up to 2500 prints. And we estimate additional maintenance cartridges and copy counts during the initial period could be up to \$413.75 per month.

105.5243.546005 IT maintenance contract (June - Sept 2026) \approx \$963.64
105.5243.547005 IT printing supplies (June - Sept 2026) \approx \$1655.00

The FY 2026 proposed budget amendment is attached.

C. Level of Service (LOS):

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: The proposed lease will replace obsolete equipment and provide reliable wide-format scanning and printing capability needed to support records digitization and permitting and engineering operations.

IV. RECOMMENDED MOTION: I move to approve the scanner lease agreement with DEX Imaging, subject to legal review, and to approve the related amendment to the FY 2026 Budget.

Attachments:

1. 2026 Scanner City of Destin TZ-32000 MFP Z36
2. Budet Amendment - Permitting Scanner
3. Permitting Scanner Lease Details



A Proposal Prepared for:



Canon

imagePROGRAF

TZ-32000 MFP Z36



imagePROGRAF TZ Series

Up to 4 D
Prints/Minute

Engineering, Construction
Architecture, Manufacturing

Creative and Workflow
Solutions Available

Price Valid Through May 31st 2026

David G. Smith | **DEXWIDEFORMAT**

Regional Wide Format Specialist

Mobile: 239-287-4074



imagePROGRAF

TZ-32000 MFP Z36

1 New Canon ImageProGRAF

TZ-32000 MFP Z36 36" Print / Copy / Scan

- Up to 4 D-Size (24"x36") Prints per Min
- 36" 1200 DPI Scanning
- 2 Roll Printer, Front Loading
- 5 Color Pigmented Ink
- Maximum Media Width-36" Inches
- Max Print is 36 inches x 59 feet
- 100 Sheet Top Stacker
- 2"/3" Core Media Spool (Adaptors Included)
- Automatic Media size detection
- Durable Dual-Blade Rotary Cutter
- First Set of Ink 330 ml: MBK 160 ml: C/M/Y/BK
- Print to Scale
- Optimized Module for AutoCAD, PDF, JPEG, TIFF



Commitment Options

NASPO Contract Price: \$20,785.50

DEX Price: \$13,999.00

Lease Options (Per Month): 36 Month: \$470.37 / 48 Month: \$373.50 / 60 Month: \$315.68

Service Contract: \$240.91 per month

Includes: 2,500 sqft Line Drawings Color/Black per month

DEX Exclusive service contract includes all on-site Parts & Labor, Ink, Print Heads & DEX Customer Portal supplies site. **Does not include Maintenance Cartridge or Paper.**

- DEX ProColor 36x500 3" Core media \$116.00 per case (2 rolls per case)
- Maintenance Cartridge \$116.00

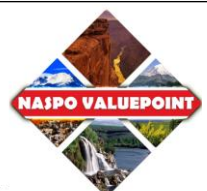
Dex PrinterPortal for ordering ink/paper supplies

Sq. Ft. Included	Monthly Base	Sq.Ft. Usage Overage	ML Ink Included	Per ML Ink Overage
2,500 Sq. Ft. Per Month	\$240.91	\$0.0882	25 ml	\$0.4764

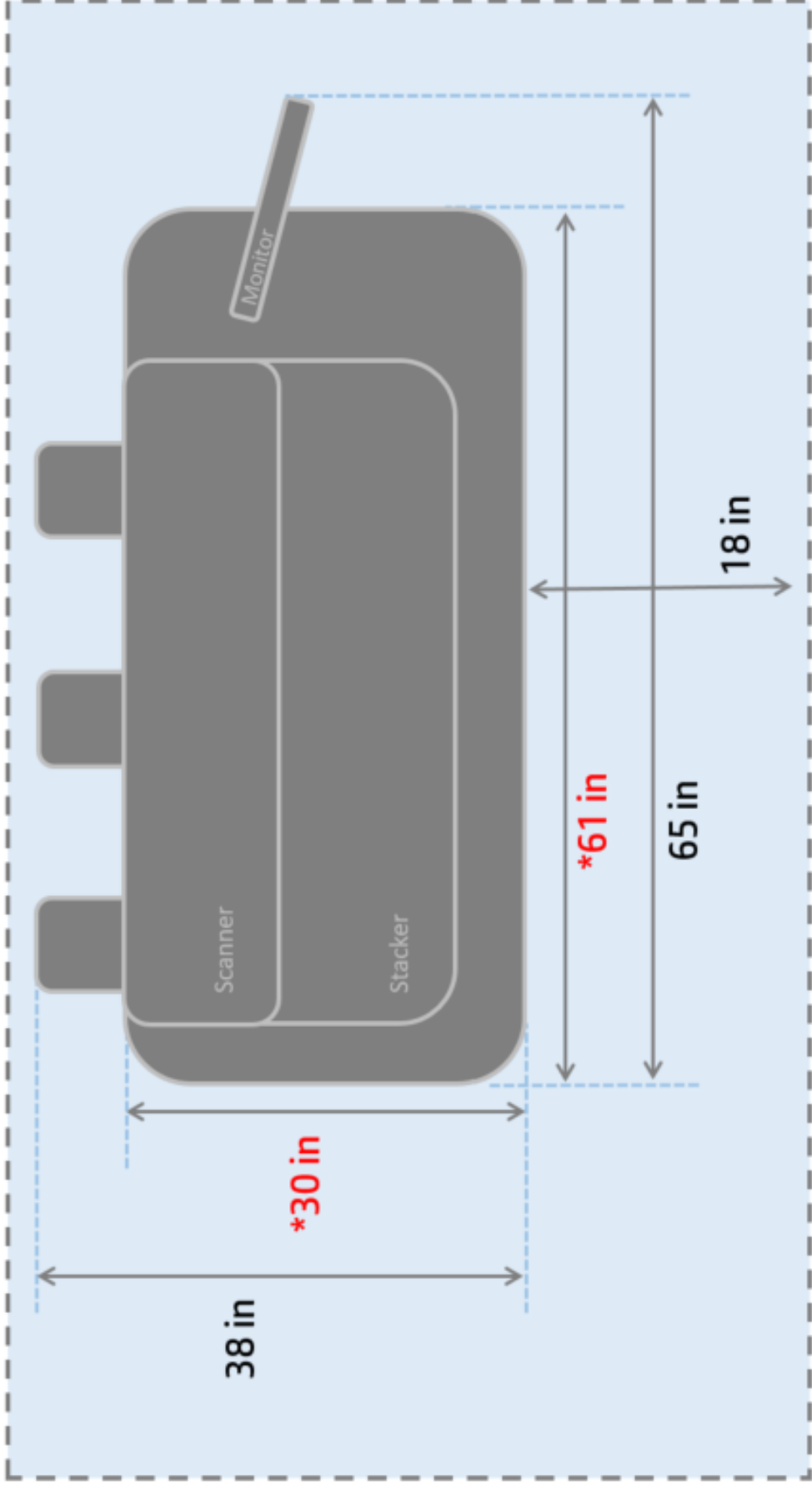
David G. Smith | **DEX WIDEFORMAT**

Regional Wide Format Specialist

Mobile: 239-287-4074



Canon TZ 32000 MFP Z36



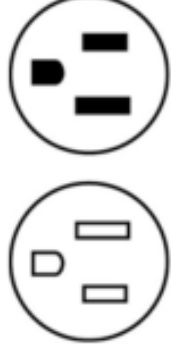
Pre Assembled Size

***61" wide, 30" deep**

Assembled Size w/ Monitor

65" wide, 38" deep

120v 15a



Nema 5-15

CITY OF DESTIN Budget Amendment Form

Fiscal Year: 2026

Posted Date: _____

Fund	Department	GL Account String	Project/Grant#	Current Remaining Budget	Requested Increase/ (Decrease)	Revised Budget
Permitting Tech (105)	Permit Tech Rev (3243)	105.3243.381100 Lease Proceeds		\$ -	\$ 16,933.32	\$ 16,933.32
Permitting Tech (105)	Permit Tech Exp (5243)	105.5243.568000 Leased Equipment		\$ -	\$ 16,933.32	\$ 16,933.32
Permitting Tech (105)	Lease Exp (5171)	105.5171.571003 Principal - Scanner		\$ -	\$ 1,823.68	\$ 1,823.68
Permitting Tech (105)	Lease Exp (5171)	105.5171.572003 Interest - Scanner		\$ -	\$ 57.80	\$ 57.80
Permitting Tech (105)	Permit Tech Exp (5243)	105.5243.546005 IT Maintenance (service contract)		\$ -	\$ 963.64	\$ 963.64
Permitting Tech (105)	Permit Tech Exp (5243)	105.5243.547005 IT printing ink cartridges copy counts		\$ -	\$ 1,655.00	\$ 1,655.00

Purpose: To record lease of a scanner for permitting and licensing for digitization of permitting, licensing, planning, and building documents

Created by/Date: _____

Entered by/Date: _____

Approved by/Date: _____

		Acclarian	Recalc	Variance	VAR EXPLAINED
951.0000.22500x	St Lease Payable Permitting Scanner	\$0.00	\$0.00	\$0.00	
951.0000.22590x	Lt Lease Payable Permitting Scanner	\$0.00	\$0.00	\$0.00	

INTEREST PAID MONTHLY (NONE TO ACCRUE)

DEX imaging	Lessor Name & Item	Permitting Scanner DEX imaging			
	Original Issuance	\$16,933.32	Rate	1.067%	implicit based on \$13,999 DEX price
06/01/26 - 05/01/29	Principal Pmts to Date	\$0.00	Periods	36	months
	Principal Balance	\$16,933.32	PMT	\$470.37	

PMT DATE	PMT	Interest 105.5171.572003	Principal 105.5171.571003	Outstanding Principal Balance				
				\$16,933.32				
				\$16,478.01				
6/1/2026	\$470.37	\$15.06	\$455.31	\$16,022.29	FY 2026	purchase	\$16,933.32	
7/1/2026	\$470.37	\$14.65	\$455.72	\$15,566.17		accum depr	\$0.00	
8/1/2026	\$470.37	\$14.25	\$456.12	\$15,109.64	PRIN:	nbv	\$16,933.32	
9/1/2026	\$470.37	\$13.84	\$456.53	\$14,652.71	\$1,823.68	INT		
10/1/2026	\$470.37	\$13.44	\$456.93	\$14,195.37				
11/1/2026	\$470.37	\$13.03	\$457.34	\$13,737.62		DEBT (@ 9/30/26)		
12/1/2026	\$470.37	\$12.62	\$457.75	\$13,279.47		short term	\$5,510.10	
1/1/2027	\$470.37	\$12.22	\$458.15	\$12,820.91		long term	\$9,315.12	
2/1/2027	\$470.37	\$11.81	\$458.56	\$12,361.94		TOTAL	\$14,825.22	
3/1/2027	\$470.37	\$11.40	\$458.97	\$11,902.56				
4/1/2027	\$470.37	\$10.99	\$459.38	\$11,442.78				
5/1/2027	\$470.37	\$10.58	\$459.79	\$10,982.58				
6/1/2027	\$470.37	\$10.18	\$460.19	\$10,521.98	FY2027			
7/1/2027	\$470.37	\$9.77	\$460.60	\$10,060.96	PRIN:	INT:		
8/1/2027	\$470.37	\$9.36	\$461.01	\$9,599.54	\$5,510.10		\$134.34	\$5,644.44
9/1/2027	\$470.37	\$8.95	\$461.42	\$9,137.71				
10/1/2027	\$470.37	\$8.54	\$461.83	\$8,675.46				
11/1/2027	\$470.37	\$8.13	\$462.24	\$8,212.81				
12/1/2027	\$470.37	\$7.71	\$462.66	\$7,749.74				
1/1/2028	\$470.37	\$7.30	\$463.07	\$7,286.26				
2/1/2028	\$470.37	\$6.89	\$463.48	\$6,822.37				
3/1/2028	\$470.37	\$6.48	\$463.89	\$6,358.07				
4/1/2028	\$470.37	\$6.07	\$464.30	\$5,893.35				
5/1/2028	\$470.37	\$5.65	\$464.72	\$5,428.22				
6/1/2028	\$470.37	\$5.24	\$465.13	\$4,962.68	FY 2028			
7/1/2028	\$470.37	\$4.83	\$465.54	\$4,496.72	PRIN:	INT:		
8/1/2028	\$470.37	\$4.41	\$465.96	\$4,030.35	\$5,569.19		\$75.25	\$5,644.44
9/1/2028	\$470.37	\$4.00	\$466.37	\$3,563.57				
10/1/2028	\$470.37	\$3.58	\$466.79	\$3,096.37				
11/1/2028	\$470.37	\$3.17	\$467.20	\$2,628.75				
12/1/2028	\$470.37	\$2.75	\$467.62	\$2,160.72	FY 2029			
1/1/2029	\$470.37	\$2.34	\$468.03	\$1,692.27	PRIN:	INT:		
2/1/2029	\$470.37	\$1.92	\$468.45	\$1,223.40	\$3,745.93		\$17.03	\$3,762.96
3/1/2029	\$470.37	\$1.50	\$468.87	\$754.12				
4/1/2029	\$470.37	\$1.09	\$469.28	\$284.42				
5/1/2029	\$470.37	\$0.67	\$469.70					
LEASE	\$16,933.32	\$284.42	\$16,648.90					

	each	units per year	total
cartridges	\$ 116.00	12	\$ 1,392.00
ink overages	\$ 0.48	7500	\$ 3,573.00
			105.5243.547005 printing ink & copy counts \$ 4,965.00
	each	units per year	total
service contract	\$ 240.91	12	\$ 2,890.92
			105.5243.546005 maintenance contract \$ 2,890.92

**MINUTES
EXECUTIVE SESSION
DESTIN CITY COUNCIL
MAY 18, 2026
ANNEX COUNCIL CHAMBERS
5:30 PM**

The Council of the City of Destin met at an executive 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

Staff Present

City Manager Larry Jones
City Clerk Lisa Wallace
City Attorney Kimberly Kopp

Others Present

William G. Warner, Esq.
Justina Turner, Esq.
Amber Rodriguez, Court Reporter

CALL TO ORDER

1. EXECUTIVE ATTORNEY-CLIENT SESSION: Pursuant to Section 286.011(8), Florida Statutes, the City's Special Counsel will be seeking the advice of the City Council regarding settlement negotiations and/or strategy related to litigation expenditures concerning the pending litigation:

Chandler, Lennox v. City of Destin, 2025-CA-0694, (Circuit Court of Okaloosa County)

Mayor Wagner convened the meeting and announced that:

"This session of the Destin City Council is hereby convened as noticed by publication in a newspaper of general circulation, The Daily News, on Wednesday, May 13, 2026.

The City Attorney stated as follows:

"Pursuant to §286.011(8), Florida Statutes, at this time, I would like to request that we adjourn to executive session so that I, the attorney of record for the City of Destin in:

Chandler, Lennox v. City of Destin, 2025-CA-0694, (Circuit Court of Okaloosa County)

may receive the Council's advice regarding the strategy to be used in this case and the type of expenses to be incurred."

*The entire session would be recorded by a court reporter, the transcript would be filed with the City Clerk, and available to the public at the conclusion of the litigation discussed today. A copy of the published notice of this executive session is hereby identified as **Exhibit A** and will be attached to the transcript of this executive session.*

In addition to the Mayor and City Council members in attendance tonight, the following individuals will participate in the session:

Attorneys for the City:

***William G. Warner, Esq.
Warner Law Firm, P.A.
501 W. 11th Street, Suite A
Panama City, Florida 32401***

***Justina Turner, Esquire
Warner Law Firm, P.A.
501 W. 11th Street, Suite A
Panama City, Florida 32401***

***Kimberly Romano Kopp, Esq., LEED AP
Romano Kopp Law, PA.
P.O. Box 445
Destin, Florida 32541-0445***

City Manager Larry Jones

The City Attorney (Cont.)

"At this time will the mayor and council members in attendance please identify yourselves for the record?"

The following members of the city council each announced their presence:

- Mayor Bobby Wagner
- Councilmember Rodney Braden
- Councilmember Sandy Trammell
- Councilmember Dewey Destin
- Councilmember Jim Bagby
- Councilmember Terésa Hebert
- Councilmember Chatham Morgan
- Councilmember Kevin Schmidt

The City Attorney (Cont.)

“I estimate that this executive session will take approximately 15 minutes. At the conclusion of the executive session, the Council will reconvene the public hearing, accept any motions if applicable, and the mayor will end the session.”

Mayor Wagner states that:

“At this time, we will recess the public portion of tonight’s meeting and convene the executive session.”

Individuals whose names are not listed in the published notice left the room and the executive session was convened.

Once the closed session ended and the City Clerk returned at 5:44 PM, Mayor Wagner states:

“We will now reconvene the public portion of this meeting and I will accept any motions from the council.”

Councilmember Bagby made a motion, seconded by Councilmember Hebert, to accept the recommendation and authorize a settlement offer in the amount of \$17,500. The motion passed 7-0.

ADJOURNMENT:

Having no further business at this time, the mayor adjourned the meeting at 5:45 PM.

ADOPTED THIS 18TH DAY OF MAY 2026

By:

Bobby Wagner, Mayor

ATTEST:

Lisa Wallace, City Clerk

**MINUTES
EXECUTIVE SESSION
DESTIN CITY COUNCIL
MAY 18, 2026
ANNEX COUNCIL CHAMBERS
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Mayor Pro-Tem Teresa Herbert
Councilmember Jim Bagby
Councilmember Rodney Braden

Councilmember Dewey Destin
Councilmember Chatham Morgan
Councilmember Sandy Trammell
Councilmember Kevin Schmidt

Staff Present

City Manager Larry Jones
City Clerk Lisa Wallace
City Attorney Kimberly Kopp

Others Present

William G. Warner, Esq.
Justina Turner, Esq.
Amber Rodriguez, Court Reporter

CALL TO ORDER

1. EXECUTIVE ATTORNEY-CLIENT SESSION: Pursuant to Section 286.011(8), Florida Statutes, the City's Special Counsel will be seeking the advice of the City Council regarding settlement negotiations and/or strategy related to litigation expenditures concerning the pending litigation:

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Mayor Wagner convened the meeting and announced that:

"This session of the Destin City Council is hereby convened as noticed by publication in a newspaper of general circulation, The Daily News, on Wednesday, May 13, 2026.

The City Attorney stated as follows:

"Pursuant to §286.011(8), Florida Statutes, at this time, I would like to request that we adjourn to executive session so that I, the attorney of record for the City of Destin in:

Centeno Daisy, v. Key Destin Owner LLC, McNeil Hotel Company LLC, and City of Destin 2025-CA-0694 (Circuit Court of Okaloosa County)

may receive the Council's advice regarding the strategy to be used in this case and the type of expenses to be incurred."

*The entire session would be recorded by a court reporter, the transcript would be filed with the City Clerk, and available to the public at the conclusion of the litigation discussed today. A copy of the published notice of this executive session is hereby identified as **Exhibit A** and will be attached to the transcript of this executive session.*

In addition to the Mayor and City Council members in attendance tonight, the following individuals will participate in the session:

Attorneys for the City:

***William G. Warner, Esq.
Warner Law Firm, P.A.
501 W. 11th Street, Suite A
Panama City, Florida 32401***

***Justina Turner, Esquire
Warner Law Firm, P.A.
501 W. 11th Street, Suite A
Panama City, Florida 32401***

***Kimberly Romano Kopp, Esq., LEED AP
Romano Kopp Law, PA.
P.O. Box 445
Destin, Florida 32541-0445***

City Manager Larry Jones

The City Attorney (Cont.)

"At this time will the mayor and council members in attendance please identify yourselves for the record?"

The following members of the city council each announced their presence:

- Mayor Bobby Wagner
- Councilmember Rodney Braden
- Councilmember Sandy Trammell
- Councilmember Dewey Destin
- Councilmember Jim Bagby
- Councilmember Terésa Hebert
- Councilmember Chatham Morgan
- Councilmember Kevin Schmidt

The City Attorney (Cont.)

“I estimate that this executive session will take approximately 15 minutes. At the conclusion of the executive session, the Council will reconvene the public hearing, accept any motions if applicable, and the mayor will end the session.”

Mayor Wagner states that:

“At this time, we will recess the public portion of tonight’s meeting and convene the executive session.”

Individuals whose names are not listed in the published notice left the room and the executive session was convened.

Once the closed session ended and the City Clerk returned at 6:02 PM, Mayor Wagner states:

“We will now reconvene the public portion of this meeting and I will accept any motions from the council.”

Councilmember Destin made a motion, seconded by Councilmember Hebert, to accept the recommendation and authorize a settlement offer up to \$100,000. The motion passed 7-0.

ADJOURNMENT:

Having no further business at this time, the mayor adjourned the meeting at 6:05 PM.

ADOPTED THIS 18TH DAY OF MAY 2026

By:

Bobby Wagner, Mayor

ATTEST:

Lisa Wallace, City Clerk

**REGULAR MEETING
DESTIN CITY COUNCIL
MAY 18, 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

City Manager Larry Jones
Parks and Recreation Director Lisa Firth
Public Information Director Tamara Young
Public Works Director Michael Burgess
Community Development Director Tina Deater
Projects and Grants Manager Jeff Cozadd
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
Senior Planner Jesse Hernandez

CALL TO ORDER, INVOCATION, AND PLEDGE OF ALLEGIANCE

Mayor Bobby Wagner called the meeting to order at 6:05 PM. Pastor Darius Arnold of Faith Coast Church and Academy, gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Motion by Councilmember Hebert, seconded by Councilmember Trammell, to approve the agenda. Motion passed 7-0.

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

Mayor Wagner presented retiring City Clerk, Rey Bailey, with a Resolution recognizing his years of service the City of Destin.

- B. Florida League of Cities John Land Years of Service Award to Dewey Destin – 25 years

Mayor Wagner presented Councilmember Destin with the Florida League of Cities John Land Years of Service Award.

C. Proclamation - Miss Destin 2026 - Kaylynn Hayles

Mayor Wagner presented Miss Kaylynn Hales with a Proclamation honoring her as Miss Destin 2026.

D. Proclamation - National Safe Boating Week

Mayor Wagner presented BC Bobby Anderson from Destin Fire Rescue, Captain Jason Fulghum from the Okaloosa County Sheriff's Office, Senior Chief Joshua Menges from the Station Destin Coast Guard, and Lieutenant Jarrod Molnar from the Florida Fish and Wildlife Conservation Commission with a Proclamation recognizing National Safe Boating Week.

D. Arbor Day Reading – Arantza Ramos

Miss Arantza Ramos read a piece she had written about Arbor Day later in the meeting.

2. PUBLIC COMMENTS

Roxy Wilson of 614 Legion Drive, expressed concerns regarding the new road being constructed behind her property, noting that her home is the closest to the roadway among nearby residences. She stated that she has lived there since 1978 and described her backyard as a personal haven where her grandchildren play and swim. Ms. Wilson presented visual aids showing the proximity of the roadway and construction equipment to her backyard fence. She requested consideration for stronger protective barriers than a standard vinyl fence, expressing concern that an out-of-control vehicle could enter her property. She also voiced concerns about future traffic noise and vehicle lights impacting her quality of life and asked the Council to consider additional buffering or wall construction to better protect nearby residents.

Alan Osborne commended City Clerk Rey Bailey for 48 years of public service, noting the rarity and significance of such long-term service. He then addressed concerns about government accountability, public trust, and outside political influence, urging local officials to stand up for residents and maintain transparency and integrity in decision-making. He encouraged elected officials to continue advocating for the community and criticized county leadership for avoiding accountability on ongoing issues.

Rob Valatin, a Holiday Isle resident and board member of the Holiday Isle Improvement Association, requested an update regarding the state-acquired land on Holiday Isle and the status of meetings with state and county representatives. He expressed opposition to proposals that would require the City to provide free parking citywide to Okaloosa County residents in exchange for county cooperation. Mr. Valatin encouraged the Council to continue negotiations with the County regarding management of the property and thanked the Council for its efforts to preserve the area and maintain conservation goals.

Joe Fitzpatrick, 3879 Indian Trail, provided a presentation regarding the ongoing drainage study and temporary easement on Indian Trail. He reviewed the historical topography and development of the area, explaining how infrastructure improvements, subdivisions, stormwater systems, and roadway projects have increased stormwater conveyance toward the existing culvert

system. Mr. Fitzpatrick cited City stormwater documentation indicating significant flow volumes and erosion concerns affecting nearby properties, including land loss and expanding wetlands. He stated that the drainage issues have been extensively documented and requested a progress update on the study, including work completed during the first two weeks and expectations for the remainder of the study period.

Josh Douly, representing Autoworks Towing and Recovery, spoke about the proposed towing fee resolution. He explained that the requested rate increases were intended to address rising operational costs, including fuel, insurance, labor, property taxes, and overall cost of living increases since the last rate adjustment in 2022. Mr. Douly stated that the proposed rates were structured to be clear and straightforward for the public and emphasized the demanding nature of towing services, including emergency response work during adverse conditions.

Stan Nicolov also addressed the proposed towing rates. He referenced prior rate studies conducted by Okaloosa County and stated that the primary consideration should be whether operating costs in Destin justify higher towing rates than surrounding communities such as Fort Walton Beach, Crestview, and Niceville. He thanked the Council and staff for their service and encouraged consideration of the higher costs associated with doing business in Destin.

3. CONSENT AGENDA

- A. Corpus Christi Catholic Church Eucharistic Procession Request
- B. Approval of Minutes of May 4, 2026, Regular City Council Meeting

Councilmember Bagby made a motion, seconded by Councilmember Hebert, to approve the consent agenda as presented. The motion passed 7-0.

4. CITY MANAGER REPORTS

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

Councilmember Trammell made a motion, seconded by Councilmember Hebert, to approve Resolution 26-13 for Protection of Shorebirds. The motion passed 7-0.

Councilmember Destin made a motion, seconded by Councilmember Bagby, to invite the county to join the city in supporting Resolution 26-13. The motion passed 7-0.

- B. 2026 Fourth of July Fireworks
- C. Additional Fireworks or Drone show to enhance our Firework show on July 4.

Councilmember Schmidt made a motion, seconded by Councilmember Trammell, to initiate a contract for council's consideration for a drone show in lieu of a fireworks show for the Fourth of July celebration. The motion passed with 4-3 with Councilmembers Hebert, Schmidt, Braden and Trammell voting "yes" and Councilmembers Destin, Bagby and Morgan voting "no".

- D. Comprehensive Plan EAR - Inspire Placemaking Collective Work Authorization

Councilmember Bagby made a motion, seconded by Councilmember Trammell, to approve and authorize the City Manager to execute the revised contract with Inspire. The motion passed 7-0.

E. Crab Island Dolphin Tours Request

Councilmember Morgan made a motion, seconded by Councilmember Destin, to approve the hardship exemption for Crab Island Tours on the condition that past fees owed are paid and that boats continue to have licensed captains. The motion passed 7-0.

F. Resolution 26-10 - Amendment to the Schedule of Fees, Section 4 (34450X), Parking Facilities User Fees

Councilmember Schmidt made a motion, seconded by Councilmember Hebert, to approve Resolution 26-10 amending the schedule of fees for the Terra Cotta parking area through the end of September. The motion passed 7-0.

G. Resolution 26-11 - Naming Procedures for City Parks

Councilmember Destin made a motion, seconded by Councilmember Hebert, to approve Resolution 26-11 with an amendment to require the recommendations to be initiated or sponsored by a City Councilmember. The motion passed 7-0.

H. Renewal & Replacement - Resurfacing and Striping 18 streets

Councilmember Hebert made a motion, seconded by Mr. Bagby, to approve the resurfacing and striping as presented. The motion passed 7-0.

I. Crosstown Connector Fencing/Barrier options

Councilmember Morgan made a motion, seconded by Councilmember Hebert, to direct staff to bring back another proposal that includes the following options: a sound barrier and/or a guardrail and/or a concrete barrier between 624 Legion Ct. to 612 Legion Dr. with the additional options of eliminating non-native trees and adding a podocarpus hedge. The motion passed with Councilmembers Schmidt, Morgan, Hebert, Bagby, Destin, and Trammell voting “yes” and Councilmember Braden voting “no”.

J. Resolution 26-12 Tow Truck Fees

Councilmember Bagby made a motion, seconded by Councilmember Trammell, to approve Resolution 26-12, Tow Truck Fees. The motion passed 7-0.

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

City Manager Jones announced that the undergrounding utility contractor had not achieved substantial completion by the scheduled deadline and was expected to request a 115-day extension at the next Council meeting. He explained that Florida Power & Light had entered into an agreement with the contractor for additional corrective work related to design issues identified in late 2024. He noted that the contract includes liquidated damages of \$1,500 per day and stated that representatives from FPL may contact Council members regarding the matter.

Dr. Jones also reported on a recent contractor town hall meeting attended by local contractors and City staff, where permitting processes and online systems were discussed. He stated

that attendees provided positive feedback regarding the City's permitting process and staff responsiveness and emphasized the City's ongoing efforts to improve customer service and efficiency.

Lastly, Dr. Jones announced that the City is moving forward with permitting and due diligence activities for the property located at 446 Calhoun and that additional updates would be provided in the near future.

Public Information Director Young announced that the American Legion will host its annual Memorial Day ceremony on Monday, May 25, at 11:00 a.m. at Destin Cemetery on Stahlman Avenue and invited the public to attend.

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.

The City Attorney read Ordinance 26-06-LC by title stating that the ordinance was tabled at the last meeting and would need to be placed back on the table for further consideration.

Councilmember Trammell made a motion, seconded by Councilmember Bagby, to remove Ordinance 26-06-LC from the table. The motion passed 7-0.

The Mayor called for any comments from the public. There being none offered, the Mayor closed the public hearing.

Councilmember Destin made a motion, seconded by Councilmember Morgan, to approve first reading of Ordinance 26-06-LC with no changes to the current NPEB structure (leave as is) in order to allow time for further study and a plan moving forward on enforcement.

Councilmember Bagby made a substitute motion, seconded by Councilmember Trammell, to approve LPA Proposal #1 (non-homesteaded residential boat slips \$50/yr. and commercial \$100/yr. The motion failed 3-4 with Councilmembers Bagby, Trammell, and Hebert voting "yes" and Councilmembers Destin, Schmidt, Braden and Morgan voting "no".

Mayor Wagner then called for the vote on the original motion. The motion passed 6-1 with Councilmembers Schmidt, Morgan, Hebert, Bagby, Destin, and Trammell voting “yes” and Councilmember Braden voting “no”.

City Attorney Kopp requested that first reading of Ordinances 26-16-LC, 26-17-CC, and 26-18-PC be done together because they all relate to the definition of “beach”. She then read the three ordinances by title only and presented them to the council for first reading.

B. First reading of Ordinance 26-16-LC

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

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

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.

Mayor Wagner called for any comments from the public for each of these ordinances. There being none offered, the Mayor closed the public hearing.

Councilmember Trammell made a motion, seconded by Councilmember Hebert, to approve first reading of Ordinance numbers 26-16-LC, 26-17-CC, and 26-18-PC relating to the definition of “Beach”. The motion passed 7-0.

E. Second reading of Ordinance 25-13-PC

City Attorney Kopp read Ordinance 25-13-PC by title only and presented it to the council for second reading.

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

Mayor Wagner called for any comments from the public. There being none offered, the Mayor closed the public hearing.

Councilmember Trammell made a motion, seconded by Councilmember Hebert, to approve second reading of Ordinance 25-13-PC. The motion passed 7-0.

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

A. Councilmember Braden

Councilmember Braden asked about a process for inspecting sidewalks. Councilmember Trammell reported that members of the Public Works and Safety Committee do review sidewalks and each member is assigned to a section.

B. Councilmember Trammell

C. Councilmember Destin

Councilmember Destin requested that staff talk to the underground utility contractor and FPL about adding some outlets on Harbor Blvd. for potential Christmas lights or other uses.

D. Councilmember Bagby

F. Councilmember Hebert

Councilmember Hebert requested that the City Manager attend the upcoming League of Cities meeting in August.

F. Councilmember Morgan

G. Councilmember Schmidt

Councilmember Schmidt asked about a Waste Management can issue at Gulf Breeze Court. Staff reported that it has been worked out. He also asked an education flyer for the public that was sent out and if there was any feedback.

H. Mayor Wagner

1) Sunset Parking Fee Hours

Mayor Wagner expressed appreciation that Councilmember Destin would be the legislative sponsor for proposed \$5.00/hour parking fees City-wide.

I. City Attorney

7. PUBLIC COMMENTS

Joe Fitzpatrick urged the Council to move toward a resolution regarding the Indian Trail drainage issues, expressing concern that additional studies and third-party reviews would further delay action. He stated that the drainage impacts are affecting private property and prospective property sales and asserted that stormwater runoff from upstream development and existing culvert infrastructure is causing ongoing erosion and property damage. Mr. Fitzpatrick referenced prior subdivision approvals and permitting history related to the area and emphasized that, in his view, the available documentation already demonstrates the source and impact of the drainage issues.

8. ADJOURNMENT

There being no further business, the meeting adjourned at 9:17 p.m.

Bobby Wagner, Mayor

ATTEST:

Lisa Wallace, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 1, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

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

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

DATE: May 28, 2026

SUBJECT: 4th of July Fireworks

I. BACKGROUND:

II. DISCUSSION: The following are the options for our 4th of July celebration:

Option 1-\$50,000 drone show

Option 2-\$39,000 fireworks alone + \$9,000 shorebird permit

Option 3-\$10,000 add drone show to fireworks

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 plus \$9,000 for the Bird "take" permit. The estimate for the July 4th 2026 basic show if the contract with Pyro Shows is approved, is \$39,100. The \$9k take permit application and FWC licensed monitor are through ERC (Ecological Resource Consultants).

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:

E. Business Impact Statement:

III. CONCLUSION:

IV. RECOMMENDED MOTION: Approve option 1.

or

Approve option 2.

or

Approve option 3.

Attachments:


1. July 2026 fireworks proposal
2. Exhibit A - Pyro Shows -
First Contract Extension
3. Contract - City of Destin
IDC 7.4.2026 (002)
4. @FINAL Contract Pyro
Shows and City of Destin
7.4.2025
5. Resolution for Fireworks
Contract Extension - First
6. Take Permit
7. Fireworks Location
8. July4CosmicDroneProposal

—

FIREWORKS PROPOSAL

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



 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.

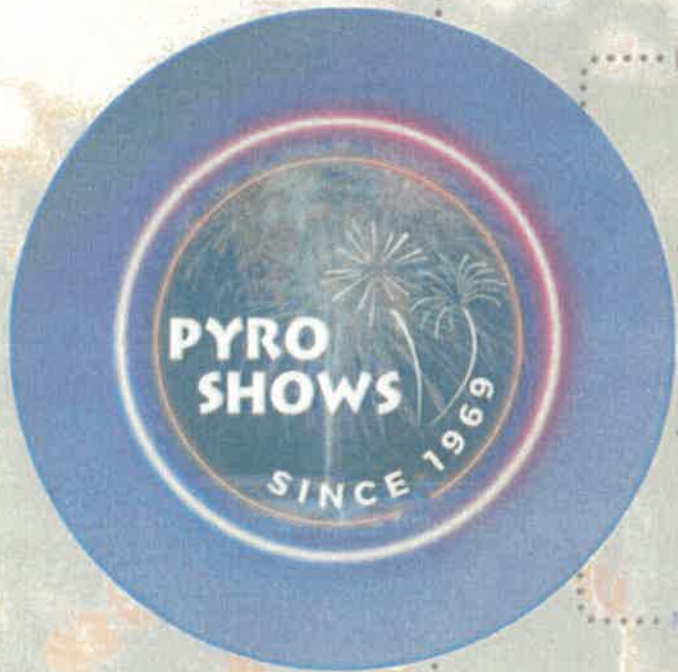


Production Value

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.



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**

Show Design



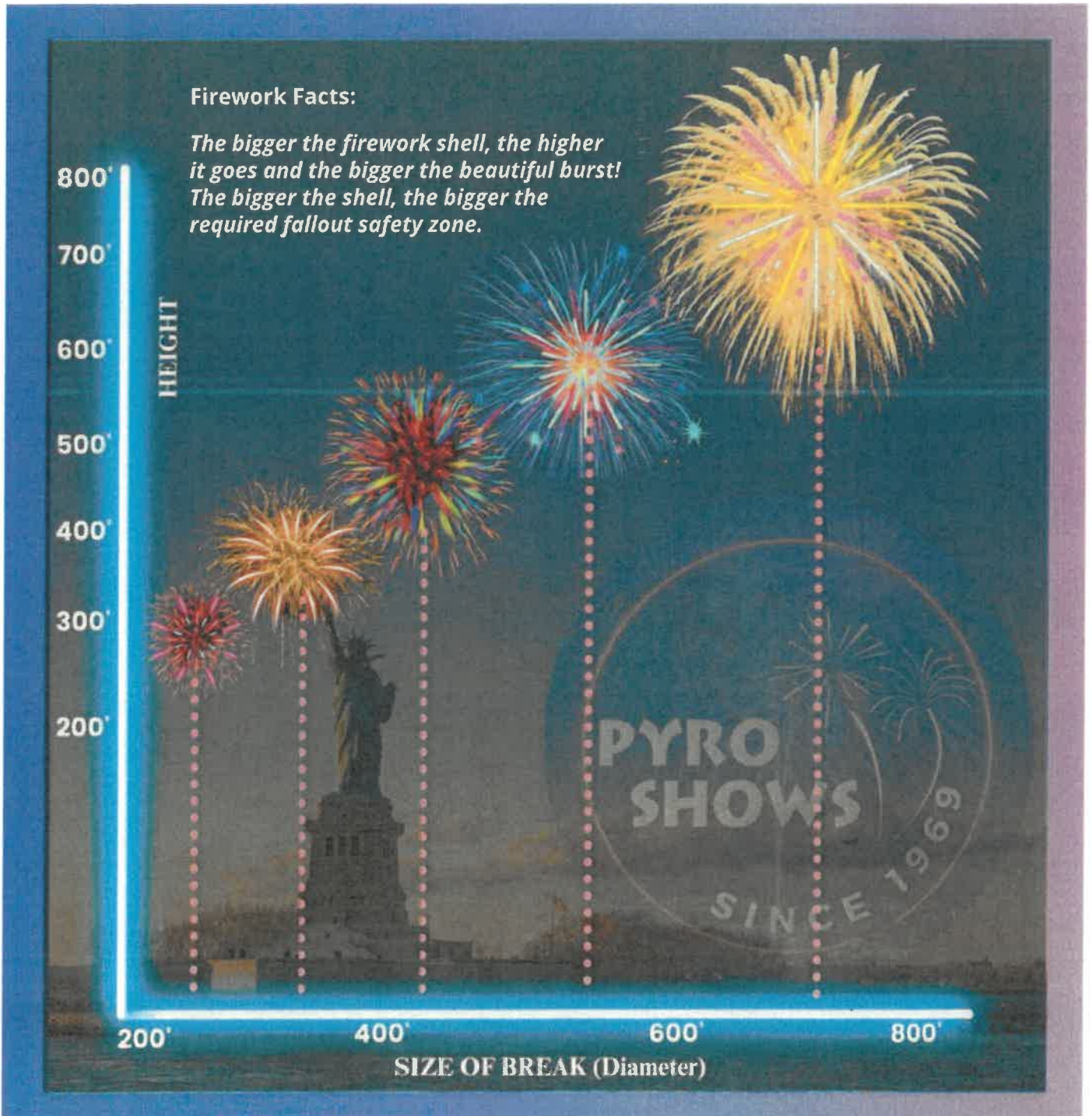
The Show Design summary is the total number of main body aerial fireworks, cake effects, and grand finale fireworks that make up the total spectacular show design!

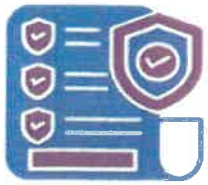
City of Destin Independence Day July 4, 2026 Show Duration: 22 Minutes \$39,100.00 (\$37,238.10 + \$1,861.90 Tariff)					
Main Body					
Size	MEGA Qty	ULTRA Qty	PREMIER Qty	EPIC Qty	Sub Total
4" Shell	80	80	20	20	200
5" Shell	64	64	16	16	160
6" Shell	48	48	12	12	120
8" Shell	2	2	2	2	8
Main Body Total					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

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.





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.

The composite image is divided into three horizontal sections. The top section features a circular diagram with four segments: 'SAFETY TRAINING' (top), 'SAFETY COMPLIANCE' (right), 'PYROTECH LICENSING' (bottom), and 'PYRO SHOWS SINCE 1969' (center). To the right of the diagram is a list of three safety checks, each with a checkmark icon in a circle: 'STATE LICENSED', 'CURRENT CE HOURS', and 'ATF CLEARANCE'. The bottom section consists of three photographs: on the left, five staff members in orange shirts standing together; in the middle, three staff members in orange shirts looking at a large firework display; on the right, a staff member in a blue shirt kneeling and working on a piece of equipment.

PYROfessionals



We are passionate about being “PYROfessionals” 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!



Shield with Safety

Our safety practices are intentional and consistent. We are dedicated to exceeding all regulations through our proactive safety culture. Our focus on prevention means we are always monitoring our methods.



Spectacular Customer Service

Our customer service objective is simple. To build lasting value through all customer interactions. Customers are the center of all we do, and our mission is to create meaningful and remarkable experiences.



Epic Industry Experience

When it comes to experience, Pyro Shows has a long history (56-years) of successful fireworks and special effects. You're in good hands with our staff of thoroughly trained, highly reliable professionals.

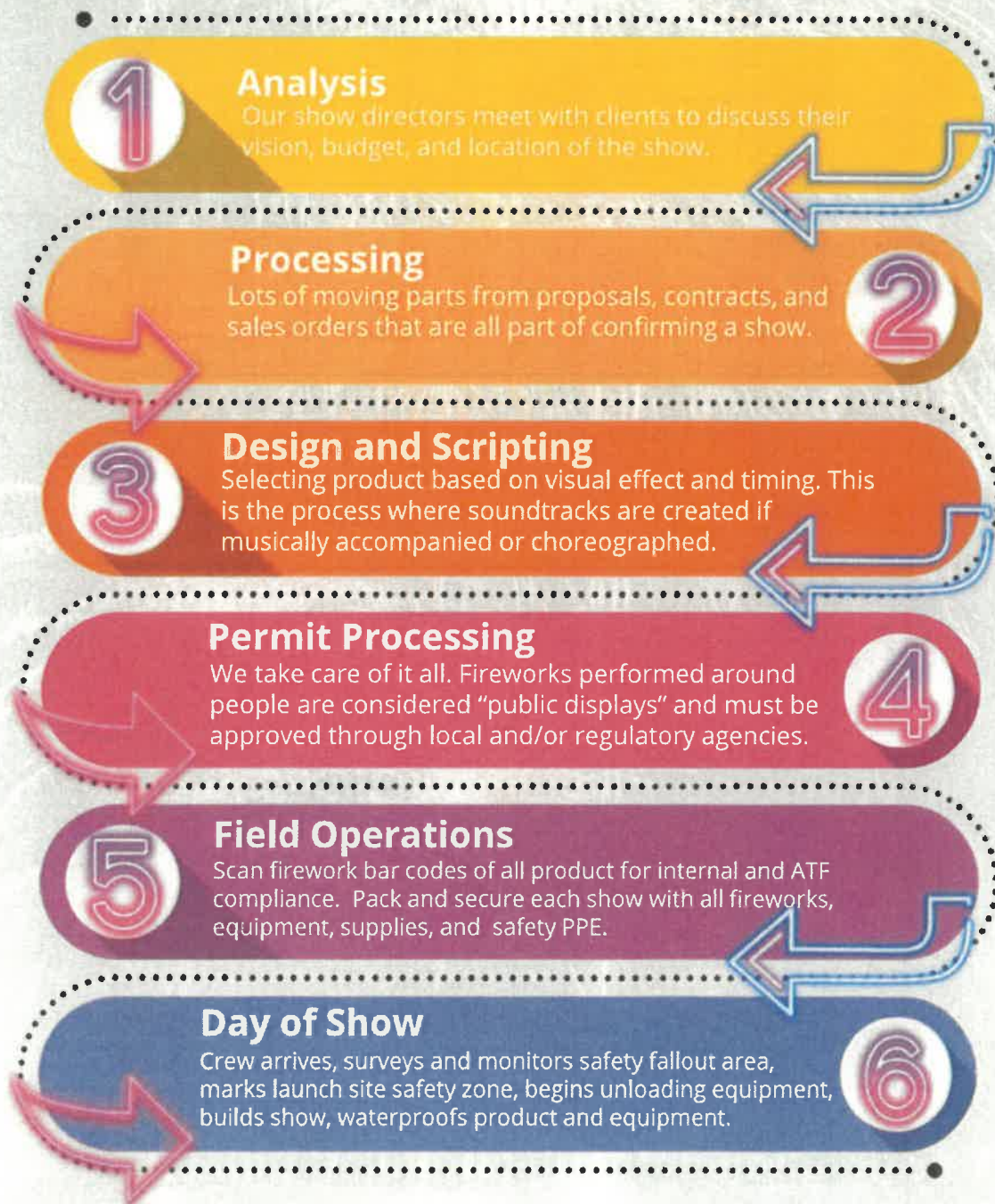


Our Process



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!



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.





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



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)	
<p>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 555.51. See "WARNINGS" and "NOTICES" on reverse.</p>			
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)		Expiration Date:	March 1, 2027
Name:	PYRO SHOWS INC		
Previous Address (Changes? Notify the FELC at least 10 days before the move.):	115 NORTH 1ST ST LA FOLLETTE TN 37788-0000		
Type of License or Permit:	24-IMPORTER OF EXPLOSIVES		
Purchasing Certification Statement	Mailing Address (Changes? Notify the FELC of any changes.)		
<p>The licensee or permittee named above shall send a copy of this license or permit to assist a transferee of explosive to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The licensee or permittee must be an individual possessing a fixed, earned or awarded copy of the license or permit with a signature intended to be an original signature as 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 described above. Type of License or Permit:</p>	<p>PYRO SHOWS INC P O BOX 3776 ATTN:KEYBA BUTTLER LA FOLLETTE, TN 37788-0000</p>		
<p>Licensee/Permittee Responsible Person Signature <i>Y. S. Hill Jr.</i> Printed Name: Y. S. Hill Jr.</p>	<p>Position/Title <i>President</i> Date: 3/25/24</p>		
<p>Previous License or Permit: FELC 1-TN-013-24-7C-12205</p>	<p>ATF Form 1462 (REVISED BY Part 1 Revised September 2011)</p>		
Federal Explosives License (FEL) Customer Service Information			
<p>Federal Explosives Licensing Center (FELC) 244 Needy Road Martinsburg, WV 25405-9431</p>	<p>Toll-free Telephone Number: (877) 283-3332 Fax Number: (304) 616-4401 E-mail: FELC@atf.gov</p>	<p>ATF Homepage: www.atf.gov</p>	
<p>Change of Address (27 CFR 555.54(e)(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.)</p>			
<p>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 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.</p>			
<i>(Continued on reverse side)</i>			
<p>Copy Here</p> <div style="border: 1px dashed black; padding: 5px;"> <p>Federal Explosives License/Permit (FEL) Information Card</p> <p>License/Permit Name: PYRO SHOWS INC</p> <p>Business Name:</p> <p>License/Permit Number: 1-TN-013-24-7C-12205</p> <p>License/Permit Type: 24-IMPORTER OF EXPLOSIVES</p> <p>Expiration: March 1, 2027</p> <p>Please Note: Not Valid for the Sale or Other Disposition of Explosives</p> </div>			

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 FEDERAL LAW 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	Expiration Date March 1, 2027	
Chief, Federal Explosives Licensing Center (FELC) 		Name PYRO SHOWS INC	
Previous Address (Changes? Notify the FELC at least 10 days before the move.) 115 NORTH 1ST ST LA FOLLETTE, TN 37768-0000			
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 transferee 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 hand, 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."		Mailing Address (Changes? Notify the FELC of any changes.) PYRO SHOWS INC PO BOX 1776 ATTN KEYBA SUTTLES LA FOLLETTE, TN 37768-0000	
 Licensee/Permittee Responsible Person Signature Lawrence E. Hill, Jr. Printed Name		Position/Title 3/25/24 Date	
Previous Edition: 2011 ATF Form 5400 14/5400 15 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 renewed 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 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)			
Cut Here ✂			
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			

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.



DOT Insurance

Endorsement for Motor Carrier Insurance Policy



FORM MCS-90

OMB No.: 2120-0008 Expiration: 08/30/2027

USDOT Number: 476818 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. This 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 2120-0008. Public reporting burden for this collection of information is estimated to average 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 Office, Federal Motor Carrier Safety Administration, MC-99A, 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. of Tennessee
(Motor Carrier name) (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: Evers: Denali Insurance Company

Countersigned by: David 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 33 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 CFR 391.2001, 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/USRegistrationWizard/>.

(continued on next page)

FORM MCS-90 Page 1 of 3

Rev. 05/29/2023

DOT Insurance

Endorsement for Motor Carrier Insurance Policy (Excess Policy)



FORM MCS-90

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

USDOT Number: 356818

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 burden for this collection of information is estimated to average 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 Office, Federal Motor Carrier Safety Administration, MC-IRA, 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 of Tennessee
(Motor Carrier name) (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 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 \$ 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: 851-855-4527.

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 USC 11301, 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/UsRegistrationWizard/>.

(Continued on next page)

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.





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!

Contact Us



Jesse@pyroshows.com or Alison@pyroshows.com



423.494.4202 or 800.662.1331



pyroshows.com



115 North 1st Street, P.O. Box 1776, LaFollette, TN 37766

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: _____



PYRO SHOWS, INC.
Contract Agreement

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This Agreement made on **Apr 17, 2026**, by and between **PYRO SHOWS, Inc.**, a Tennessee Corporation, whose address is **115 N. 1st Street, LaFollette, Tennessee, 37766**, with a mailing address at **P.O. Box 1776, LaFollette, TN 37766** and hereinafter referred to as "**PYRO SHOWS**" and **City of Destin, FL** with its principal place of business located at **4200 Indian Bayou Trail Destin, FL 32541** hereinafter referred to as "Customer".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. **FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # **26 FL 07-04-Custom-37328-000433-MY1-5** dated **Apr 17, 2026**. The Show(s) will be given on **July 4, 2026**. Rain date/postponement date: **July 5 2025**
- II. **TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify PYRO SHOWS no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. **CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. **SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employee(s) of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. **SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around the fallout zone.
- VI. **INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.



PYRO SHOWS, INC.
Contract Agreement

- VII. AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.
- VIII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from all claims, suits, causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of Customer to obtain the necessary approval(s). This Agreement is made expressly subject to, and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- IX. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of Tennessee, and any suit involving this contract shall be brought in the Courts of Campbell County in the State of Tennessee. The Customer hereby submits itself to the jurisdiction of said Courts and waives any rights to initiate proceedings against PYRO SHOWS in any other courts or jurisdictions. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one- and one-half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. INSURANCE:** PYRO SHOWS will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. PYRO SHOWS also agrees to include Customer as an Additional Insured under the terms of this coverage. PYRO SHOWS will provide a Certificate of Insurance. All entities listed on the certificate will be deemed Additional Insured per this contract.
- XIV. TAXES:** Customer shall be responsible for all applicable sales taxes.



PYRO SHOWS, INC.
Contract Agreement

PAYMENT TERMS: City of Destin, FL shall pay PYRO SHOWS:

Show Amount	<u>\$ 37,238.10</u>
Tariff Surcharge	<u>\$ 1,861.91</u>
Sales Tax (if applicable)	<u>\$ 0.00</u>
Total Contract Amount	<u>\$ 39,100.00</u>

Customer shall submit a **50% deposit (\$ 19,550.00)** upon return of the signed contract by **May 17, 2026**. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.

IMPORTANT: Checks must be made payable to **PYRO SHOWS, INC.** and mailed to P.O. Box 1776, LaFollette, TN 37766.

All the terms and conditions set forth in any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

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

PYRO SHOWS, INC.

BY: _____ DATE: _____
Lansden E. Hill Jr., CEO -OR- Michael E. Walden, President

CUSTOMER

BY: _____ DATE: _____
Signature Printed Name Title

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.

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

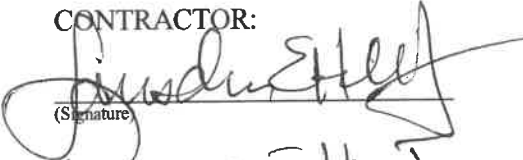
SEAL

APPROVED AS TO LEGAL FORM:

(SEE ATTACHMENT 1)

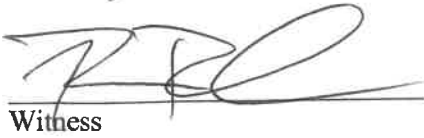

City Attorney
Kim Kopp

CONTRACTOR:

By: 
(Signature)
LANSDEN E HILL JR
(Printed Name)


Witness

PRESIDENT
(Title)


Witness

ATTACHMENTS (1)
Legal Form Approval

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 1st DAY OF JUNE 2026

BY:

Bobby Wagner, Mayor

ATTEST:

Lisa Wallace, City Clerk

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

Kimberly Romano Kopp, City Attorney



Migratory Bird Nest Removal

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
Division of Habitat and Species Conservation, Wildlife Diversity Conservation Section
620 South Meridian Street, MS 2A, Tallahassee, FL 32399-1600, (850) 921-5990

Permit Owner Name: The City of Destin
Permit Owner Address: 4200 Indian Bayou Trail
DESTIN, FLORIDA
32541 UNITED STATES

Permit Number: LSNR-25-00123
Effective Date: July 1, 2025
Expiration Date: December 30, 2025

Agent Name: Grace Botson
Agent Address: Ecological Associates, Inc.
3552 NE Candice Ave.
JENSEN BEACH, FLORIDA 34957
UNITED STATES

IS AUTHORIZED TO:

Take snowy plover (*Charadrius alexandrinus*), by non-lethal harassment incidental to setup, operation, dismantle, and beach cleanup activities associated with the Fireworks Display project site, pursuant to Article IV, Section 9, Florida Constitution, Chapter 379 Florida Statutes, Chapter 68-1 and 68A-27, F.A.C.

AUTHORIZED LOCATION(S):

The City of Destin Fireworks Display project site (represented by Lisa Firth), located at 30 State Highway 98, with Parcel Identification Number: 00-2S-24-0000-024- 0000, at Latitude 30° 23' 9.59" N Longitude 86° 30' 55.38" W, within Destin, Okaloosa County, Florida.

Permittee Signature: _____ Date: _____

Not valid unless signed. By signature, confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. **Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.**

Authorized By: Ty Hardymon Authorized for: Melissa Tucker, Division Director

Authorizing Signature: _____ Date: 07/01/2025
Wildlife Diversity Conservation Section

PERMIT CONDITIONS AND PROVISIONS:

1 Former Migratory Bird Nest Removal permits are now issued as Listed Species Incidental Take permits in accordance with Chapter 68A-27. Permit number LSNR-25-00123 (as indicated above) is interchangeable with Listed Species Incidental Take permit number LSIT-25-00123 in FWC records.

1. This Permit authorizes the specific activities in the application which may or will take the targeted species: up to three (3) pairs of Snowy plover (*Charadrius nivosus*), which are incidental to the development activities authorized by local government permits and other required governmental authorizations. This permit

contemplates that 'incidental take' may occur as harming or harassment and molestation by firework activities, which could kill or injure Snowy plover (*Chadradrius nivosus*) by significantly impairing essential behavioral patterns, including breeding, feeding, or sheltering associated with activities on this Project. The Permit does not contemplate "intentional take" of birds, eggs, or nests associated with activities on this Project. The application for this Permit, originally dated May 29, 2025, and all other information submitted by the applicant contained in the FWC application file (Application), dated June 25, 2025, and June 30, 2025, is hereby incorporated by reference in this Permit as part of the Application. The Permittee shall immediately notify the Florida Fish and Wildlife Conservation Commission (FWC) in writing of any previously submitted information that is later discovered to be inaccurate. The activities authorized by this Permit are all activities on the Project or Project site which will or may cause an incidental take of Snowy plover (*Chadradrius nivosus*). The Snowy plover (*Chadradrius nivosus*) habitat impacted is 28 acres as described and delineated in the Application and Project Plan.

2. Any injury and/or mortality of burrowing owls or other listed species must be reported to this office at WildlifePermits@MyFWC.com and by upload to the permit account in the Online Permit System. Injured wildlife should be taken to a FWC permitted wildlife rehabilitation facility <https://myfwc.com/conservation/you- conserve/wildlife/injured-orphaned/> and select the 'Licensed Wildlife Rehabilitator' list or a licensed wildlife veterinarian. or a licensed wildlife veterinarian. Disposition of carcasses those specimens is subject to individual approval by the Commission.

3. The Permittee shall mitigate impacts to Snowy plover (*Chadradrius nivosus*) as follows, which are specific conditions of this Permit:

A. *Minimization*. The Permittee and FWC have agreed upon minimization measures for species impacts as described below. Each minimization measure described herein is a specific condition of this permit:

i. Activities will be scheduled for early morning (i.e., within 2 hours of sunrise) or evening (i.e., within 1 hour of sunset) to minimize the exposure of eggs and chicks to heat and sun.

ii. For activities that must take place within Active Breeding Sites or within 300 feet of Active Critical Brood-rearing Sites during the breeding season (i.e., harassment is unavoidable), reduce the extent of harassment by maintaining the largest Project Buffer feasible from Active Nests or Active Critical Brood-rearing Sites.

iii. Avoid conducting activities within two hours of high tide if activities must occur within 300 ft of a Critical Roosting Site.

iv. The Permittee is responsible for identifying and employing an IBNB Permitted Monitor to monitor the behavior of IBNBs before, during, and after the event.

vi. The Permittee must ensure that the IBNB Permitted Monitor initiates daily surveys 3 days prior to project commencement, daily during the event, and for 3 consecutive days after the event has concluded. The IBNB Permitted Monitor must survey using the methods provided at FWC's IBNB webpage which include both bird survey routes and behavioral surveys.

a. The IBNB Permitted Monitor must establish bird survey routes in any Active or Recent Breeding Site within 0.75 miles of the source of the loud noise.

b. Additionally, the IBNB Permitted Monitor must conduct a behavioral survey according to the protocol provided at FWC's IBNB webpage.

c. The IBNB Permitted Monitor must enter route survey data into the Florida Shorebird Database or submit behavioral survey data sheets to Nick.Vitale@myFWC.com within 7 days of data collection.

vii. A Project Buffer of 300 ft (91 m) from Active Nests is recommended to avoid take via harassment during most activities. The IBNB Permitted Monitor may establish a smaller, site-specific buffer with Regulatory Boundary Signs when necessary and consistent with permit conditions, provided the IBNB Permitted Monitor establishes the buffer in accordance with the Guidelines for Posting Shorebird and Seabird Sites in Florida and notifies the FWC regional shorebird contact via e-mail prior to establishing the buffer. FWC staff retain discretion to alter site-specific buffers established by the IBNB Permitted Monitor.

B. *Mitigation*. The Permittee has offered and FWC has accepted mitigation measures for species impacts as described below. Each mitigation measure described herein is a specific condition of this Permit:

i. Shell hash will be placed within Eglin Air Force Base (AFB), as shown in the application to improve Least Tern and Snowy Plover nesting successes. Shell will be spread in 3-6 foot diameter patches, and will be placed in posted areas to minimize human and predator disturbances. Additionally, shell will be placed during the non-breeding season to avoid disturbances to nesting Least Terns, Snowy Plovers, and other beach nesting species.

4. The Permittee's Agent may execute this Permit only after the Permittee signed copy of this Permit and

conservation payment receipt from the Foundation are uploaded to the permit account in the Online Permit System and are also posted on-site per provision 9 below.

5. Failure of the Permittee to comply with this Permit and conditions, and applicable laws, rules, and ordinances may result in suspension or revocation of this permit, enforcement action in an appropriate court, in addition to any and all other enforcement actions available to the FWC or other governmental entities in regard to this Permit.

6. This Permit does not convey to the Permittee or create in the Permittee any property right, or any interest in real or personal property; nor does it authorize access or activities on any public property (including but not limited to sovereignty submerged lands) or private property. Any required permission accordingly must be secured by the Permittee from the appropriate landholders prior to any such access or activities.

7. This Permit does not relieve the Permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property not specifically permitted herein. It does not allow the Permittee to cause pollution in contravention of Florida Statutes or applicable laws, rules or ordinances.

8. This Permit constitutes FWC authorization for activities specifically described in paragraph 1 of this Permit. It does not authorize activities for which other governmental authorization is required; specifically (but without limiting the generality hereof) this Permit does not constitute any authorization required by the federal Endangered Species Act for the take or incidental take of species listed under the federal Endangered Species Act, activities which may require a permit from the ACOE or USFWS, nor activities for which water management district or local government authorization may be required. Permittee is solely responsible for obtaining all other governmental authorizations to undertake activities authorized by this permit.

9. This Permit shall be prominently posted on the Project site, and both the Plan and Project must be readily available for inspection by all authorized officials (FWC, USFWS, local building and zoning, law enforcement) at all times the permitted activities are ongoing.

10. The activities authorized under this Permit may be carried out by the Permittee or Authorized Agent (if applicable) and any employee or contractor under their control as Subpermittee/Assistants. Accordingly, all such activities are the responsibility of the Permittee or Authorized Agent. The Permittee and Authorized Agent shall be as fully responsible for any such activities to the same extent as if they had themselves carried out those activities under this Permit. The Permittee or Authorized Agent shall submit the name and contact information of designated Subpermittees/Assistants to the Protected Species Permit Coordinator at WildlifePermits@MyFWC.com prior to that Subpermittee/Assistant conducting any activities authorized under this permit. The FWC reserved the right to deny a Permittee's designation of an individual as its Subpermittee/Assistant for just cause.

11. This Permit is transferable only to subsequent owners of the Project or portions thereof. To transfer the Permit, the Permittee shall notify FWC in writing giving the name and address of the proposed new owner, and providing a copy of the instrument effectuating the transfer (and all related documents associated with such transfer), together with a written agreement by the transferee acceptable to FWC binding the transferee to the requirements of this Permit to the same extent as the original Permittee. FWC will approve the transfer unless it determines that the transferee has not provided reasonable assurance that the transferee can and will comply with the Permit. The Permittee or transferor transferring this Permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the Project or part thereof.

12. A final report must be submitted within 90 days subsequent to permit expiration or upon application for permit renewal, whichever is precedent. Reports (including Permittee, permit number, project name, and return email address) must be submitted to the attention of the Protected Species Permit Coordinator at WildlifePermits@MyFWC.com.

13. This permit can be suspended, revoked or not renewed for just cause, pursuant to Rule 68-1.010, Florida Administrative Code and Chapter 120, Florida Statutes.

A person whose substantial interests are affected by FWC's action may petition for an administrative proceeding (hearing) under sections 120.569 and 120.57 of the Florida Statutes. A person seeking a hearing on FWC's action shall file a petition for hearing with the agency within 21 days of receipt of

written notice of the decision. The petition must contain the information and otherwise comply with section 120.569, Florida Statutes, and the uniform rules of the Florida Division of Administration, chapter 28-106, Florida Administrative Code. If the FWC receives a petition, FWC will notify the Permittee. The attached Explanation of Rights statement provides additional information as to the rights of parties whose substantial interests are or may be affected by this action.

remaining equipment from the Beach Club. *The rain-date for this event will be July 5th which would delay cleanup activities by one day. As in the past we are requesting EAFB Beach Club to allow event staff assisting with security to enter the Beach Club and park in the back row of the parking lot.

AREA MAP



Avoidance and Minimization Measures for Protected Species

The City of Destin has agreed to these avoidance and minimization measures in their Proposed Action to avoid impact to protected species and their habitat:

COSMIC DRONE LIGHT SHOWS

Destin, Florida

(917) 251-8015

CosmicDroneUSA@gmail.com

www.cosmicdronelightshow.com

PROPOSAL FOR JULY 4, 2026

CITY OF DESTIN - AMERICA 250 CELEBRATION

Dear City of Destin,

My name is Alex Ou, owner of Cosmic Drone Light Shows, based here in Destin, Florida. As a long-time Destin resident and FAA Part 107 certified drone pilot, I would be honored to provide a drone light show performance for the City's July 4th "America 250" celebration.

We are proposing a 200-drone light show approximately 12 minutes in length, featuring patriotic animations and custom sky imagery celebrating America's 250th birthday. The performance can include designs such as the American flag, bald eagle, Statue of Liberty, military tributes, "AMERICA 250," and custom City branding.

Our company operates with FAA authorization and waiver capability, and all operations are conducted with strict safety procedures. We have already received FAA approval for this July 4th drone light show operation.

We also plan to coordinate with Eglin Air Control if required for the operation.

As a long-time resident of Destin, I understand how important the July 4th celebration is to our community and visitors.

The normal market price for a 200-drone light show during the July 4th holiday is typically between \$60,000-\$80,000 due to the extremely high nationwide demand during that week.

If the City chooses to replace the fireworks display with a drone light show, I would be honored to offer the City of Destin a special local community rate of \$50,000.

If the City decides to present both fireworks and a drone light show together, I completely understand the City's budget limitations, and I would be willing to offer the drone show at a reduced rate of \$20,000, of which \$10,000 will be covered by sponsorship and the remaining \$10,000 to be paid by the City.

My goal is simply to help make this celebration possible for our local community while bringing a unique and memorable experience to Destin's residents and visitors.

Thank you for your time and consideration. I would truly appreciate the opportunity to help create a memorable July 4th celebration for the City of Destin and its visitors.

Sincerely,

Alex Ou

Owner / Lead Pilot

Cosmic Drone Light Shows

FAA Part 107 Certified Pilot

16 Years Volunteer Interpreter Service - USCG Auxiliary

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 1, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

THRU:

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

DATE: May 28, 2026

SUBJECT: Update on State-Acquired Land in Holiday Isle Adjacent to City's Norriego Point Park

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 28, 2026, the meeting has not been rescheduled.

5. Resolution Protection Shorebirds and Staff Recommendation for Conservation FLUM and Zoning; Additional May 2026 Updates

A. 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. On May 18, 2026, the City Council passed and adopted 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. Audubon Florida made a presentation to the City Council on May 18th, in efforts to protect shorebirds on and around Norriego Point and the state lands.**

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 and 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).

B. STATE/CITY/COUNTY DISCUSSION STATUS: 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 28, 2026**, the meeting has not been rescheduled.

II. DISCUSSION: Members of the City Council, the Mayor, City Manager, City Attorney, and residents attended the Board of County Commissioners meeting held on Tuesday, May 19, 2026 at 8:30. The Mayor formally requested the County support protection of the shorebirds but the County took no action on the request.

Instead, near the very conclusion of the BCC meeting during his Commissioner reports, Commissioner Palmer mentioned he had submitted a request for a legal opinion to the office of James Uthmeier, the Attorney General of the State of Florida. **Notwithstanding the BCC's prior motion that the City and County approach the State together relating to the State Park Property in the City of Destin, the City was not informed of the County's request for legal opinion prior to it being sent out on Friday, May 15th, nor was any input solicited from the City prior to the County's submission of the request to the State Attorney**

General. Notably, no copy of the request for opinion was in the May 19th BCC agenda (or any other prior BCC agenda), it is believed that no copies were on the BCC dais for other Board members, and none were provided to the City or residents prior to the meeting. In fact, the sole reason the City received a copy of the Commissioner's request was due to the City's immediate public records request.

A copy of this Request for Legal Opinion is attached to this agenda item. Notably, the Request for Legal Opinion does not include a separate memorandum stating the County's position on the matter, as is typically required to be submitted for such opinion requests. Further, in the opinion of the City Attorney, the County's request for opinion reflects a matter in dispute between governmental entities. Therefore, it was inappropriately submitted to the AGO, which does not opine on intergovernmental disputes.

In summary, the request for legal opinion generally asked the Attorney General (a member of the Cabinet that approved the land acquisition in the first place), whether and to what extent the City's rules and regulations for zoning, permitting and land use entitlements apply, whether the HIIA's restrictions and covenants apply, and whether and to what extent the County would be required to collaborate with the City of Destin (see attached for further details). It appears that the County representatives involved in this request for opinion are searching for an answer other than what the County was already told, in writing, by DEP: i.e., that the County must adhere to City land use, zoning and permitting rules and regulations.

Accordingly, the City Attorney submitted the attached correspondence to the County Attorney on behalf of the City Council, calling upon Commissioner Palmer to immediately withdraw the request for a legal opinion for the following reasons:

1. The most current Okaloosa County BCC Motion relating to the subject property authorized Commissioner Palmer to approach state representatives alongside a representative from the City of Destin. However, the City had absolutely no input in formulating the attached request. This request represents a clear departure from what was agreed upon during the County meeting, where it was understood that the commissioner and a council member would approach the state together. Commissioner Palmer had no authority to submit this letter independently, in place of the agreed joint effort and without any input from the City of Destin.

2. The Attorney General does not have the authority to address the questions posed for several reasons. First, the Attorney General's Office is not the appropriate venue for resolving intergovernmental disputes. If the County's position is to dispute, question, or otherwise challenge the City's land use and permitting authority with respect to the subject property, then a clear dispute exists between the parties. Second, the Attorney General's office cannot issue a legal opinion regarding a legislative action taken by a board or Cabinet on which the Attorney General serves as a member.

3. **The Florida Department of Environmental Protection ("FDEP") has already informed Okaloosa County in writing that it must adhere to City zoning and permitting requirements with respect to the subject property. The City possesses copies of this correspondence, which were previously provided to the County.**

The County was reminded that the City's Comprehensive Plan and land development

regulations are not arbitrary constraints; they reflect deliberate planning, extensive public input, and long-term policy determinations adopted in the public interest. Further, adequate due process requires that the public be afforded meaningful opportunities for participation in relevant local venues of public engagement.

The City Manager and City Attorney recommend that the City Council reiterate its position for the public record that it will not support, endorse, or acquiesce to any effort that seeks to unilaterally circumvent, undermine or fail to acknowledge the City's established land use and permitting authority. This reflects the Council's commitment to protecting its lawful regulatory role, ensuring transparency and accountability in the development process, and upholding the standards and procedures adopted for the benefit of the community and the orderly governance of municipal affairs.

While the County Attorney submitted a response by email to the City Attorney's May 20, 2026 correspondence, (City/County elected officials were copied), neither the County Attorney, County Administrator, or any other representative of the County has responded to subsequent requests from the City for information as to why the City was left out of the drafting of any request for legal opinion to any entity, including the State Attorney General. This failure to include the City is concerning for multiple reasons, given the City's vital interests in the area, including but not limited to the City's ownership of the adjacent right of way, parking area, and 14 acre City Norriego Point Park, the City's representation of the residents and local public, and the City's regulatory authorities and jurisdiction within its municipal boundaries.

One final note: As you know, the County sold and deeded Norriego Point to the City in 2010, with conditions attached. The City adheres to all conditions and operates the property as a public conservation park (the summary of the conditions is that the property be used by the public for park/recreational purposes, no commercial concession contracts, etc). Interestingly, it has recently been determined by virtue of public records requests that on December 12, 2025 (two days after the State's closing on the 4 acre parcel), the County Attorney sent an email with subject line "Norriego Point conveyance to Destin" to Commissioner Mixon, County Administrator John Hofstad, and Deputy County Administrator Craig Coffey, laying out information on the conditions set forth in the deed. The County Attorney also indicated in her email that failure to adhere to such conditions would result in forfeiture of the City-owned property back to the County. The timing and substance of the email is noted, and no commissioner other than Commissioner Mixon is copied to the email.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION:

The City Manager and City Attorney recommend that the City Council reiterate its position on this matter for the record, but no motion is required.

IV. RECOMMENDED MOTION:

No recommended motion, but Council may consider stating for the record:

For the record, the City Council reiterates its position that it will not support, endorse, or acquiesce to any effort that seeks to unilaterally circumvent, undermine or fail to acknowledge the City's established land use and permitting authority including but not limited to its State-mandated Comprehensive Plan. Further, the Council is committed to protecting its lawful regulatory role, ensuring transparency and accountability in the development process, and upholding the standards and procedures adopted for the benefit of the community and the orderly governance of municipal affairs.

Attachments:

1. 5.20.26 Corr to Okaloosa re NP
2. 2026.05.15 Signed Request for Formal Opinion (006)
3. Exhibit 1 - Sept 30 2025 FDEP Memo
4. Exhibit 2 - 2.2.26 Proposed City County Interlocal State Park
5. Exhibit 3 - City of Destin Resolution 26-05 Managment and Financial Commitment for State Park
6. Exhibit 4 - Letter from Hand Harrison - State Purchased Property on Holiday Isle - HIIA Resolution Sale 03.19.2026



ROMANO KOPP LAW, P.A.

P.O. Box 5524
Destin, Florida 32541
Phone: (407) 430-7070
Email:kkopp@romanokopplaw.com

May 20, 2026

VIA EMAIL

Lynn Hoshihara
Okaloosa County Attorney
1940 Lewis Turner Blvd.
Fort Walton Beach, FL 32547

RE: State Land in Holiday Isle - Objection to Commissioner Palmer's Request for Attorney General Opinion Dated May 15, 2026 and Objection to Any Attempts by Okaloosa County or its Representatives to Undermine or Abrogate the City of Destin's Land Use/Permitting Authority

Dear Ms. Hoshihara,

I am writing on behalf of the Destin City Council to formally object to Commissioner Palmer's request for a legal opinion from the Florida Attorney General, dated May 15, 2026. Further, I once again formally express my client's ongoing concerns and objections that the subject property—located entirely within the City's municipal boundaries— be exempt in any way from compliance with City ordinances, zoning regulations, permitting, and applicable local rules.

As you are aware, Commissioner Palmer stated near the conclusion of yesterday's meeting of the Board of County Commissioners that he had submitted a request for a legal opinion to the Florida Attorney General. The City's input was not solicited prior to the submission of that request. In fact, the sole reason the City received a copy of the Commissioner's request was due to the City's immediate public records request. Accordingly, the City hereby calls upon Commissioner Palmer to immediately withdraw the request for a legal opinion for the following reasons:

1. The most current Okaloosa County BCC Motion relating to the subject property authorized Commissioner Palmer to approach state representatives alongside a representative from the City of Destin. However, the City had absolutely no input in formulating the attached request. **This request represents a clear departure from what was agreed upon during the County meeting, where it was understood that the commissioner and a council member would approach the state together. Commissioner Palmer had no authority to submit this letter independently, in place of the agreed joint effort and without any input from the City of Destin.**
2. The Attorney General does not have the authority to address the questions posed for several reasons. First, the Attorney General's Office is not the appropriate venue for resolving intergovernmental disputes. If the County's position is to dispute, question, or otherwise challenge the City's land use and permitting authority with respect to the subject property, then a clear dispute exists between the parties. Second, the Attorney General's office cannot issue a legal opinion regarding a legislative action taken by a board or Cabinet on which the Attorney General serves as a member.
3. **The Florida Department of Environmental Protection ("FDEP") has already informed Okaloosa County in writing that it must adhere to City zoning and permitting requirements with respect to the subject property. The City possesses copies of this correspondence, which were previously provided to the County.**

The City's Comprehensive Plan and land development regulations are not arbitrary constraints; they reflect deliberate planning, extensive public input, and long-term policy determinations adopted in the public interest. Further, adequate due process requires that the public be afforded meaningful opportunities for participation in relevant local venues of public engagement.

The City will not support, endorse, or acquiesce to any effort that seeks to unilaterally circumvent, undermine or fail to acknowledge the City's established land use and permitting authority. The City remains committed to protecting its lawful regulatory role, ensuring transparency and accountability in the development process, and upholding the standards and procedures adopted for the benefit of the community and the orderly governance of municipal affairs.

Sincerely,



Kimberly Romano Kopp
City Attorney, City of Destin

cc: Dr. Larry Jones, City Manager
Destin City Council and Mayor
Okaloosa County Board of County Commissioners
John Hofstad, County Administrator

Kimberly Romano Kopp, Esq.
Board Certified in City, County & Local Government Law



State of Florida

Board of County Commissioners

May 15, 2026

The Honorable James Uthmeier
Attorney General, State of Florida
Office of the Attorney General
Opinions Section
Collins Building
107 West Gaines Street
Tallahassee, Florida 32399

RE: Request for Official Opinion pursuant to section 16.01(3), Florida Statutes, on the Effect of Local Land Development Regulations and Local Agreements on State-Owned Lands Acquired from Pointe Mezzanine, LLC and Pointe Resort, LLC located in Norriego Point

Dear Attorney General Uthmeier,

I serve as the Okaloosa County Board of County Commissioners' appointed Liaison for the above-referenced park property and project ("State Park"), and I write in that capacity as well as in my role as the Okaloosa County District 5 Commissioner. Because I have been tasked with fact-finding, intergovernmental coordination, and community engagement relating to this State Park, I respectfully request an official opinion and legal advice to properly fulfill my responsibilities. The questions presented below are not academic; they directly affect how the County must conduct its duties as the State-designated managing agency.

Pursuant to section 16.01(3), Florida Statutes, I respectfully request an official opinion on questions of Florida law arising from the Board of Trustees of the Internal Improvement Trust Fund's ("BOT") approval of Agenda Item 4F at the Florida Cabinet meeting of September 30, 2025, attached hereto as Exhibit 1. Agenda Item 4F concerns the State's option to acquire approximately four (4) acres in Okaloosa County from Pointe Mezzanine, LLC and Pointe Resort, LLC for \$83,326,520, and it expressly designates Okaloosa County as the managing agency with responsibility for management, operations, maintenance, and related public obligations.

The State Park property is located within the City of Destin in Okaloosa County. Because the County is designated as the managing agency, and because the State Park is owned by the State and will be managed as a public park, the County has a direct and substantial interest in understanding the applicability and legal effect, if any, of municipal land use regulations, municipal rezoning actions, proposed interlocal agreements, and protective covenants and restrictions on the development and use of the State Park property.



Board of County Commissioners

I. STATEMENT OF FACTS (Summary)

BOT Agenda Item 4F (September 30, 2025) requested consideration of: (a) an option agreement to acquire approximately four acres in Okaloosa County pursuant to Section 174, Chapter 2025-198, Laws of Florida; (b) designation of Okaloosa County as the managing agency; and (c) confirmation of the management policy statement. The item was approved as presented.

The management policy statement confirmed by the BOT states as follows:

The subject property will be managed as a new park by Okaloosa County in collaboration with the City of Destin's Norriego Point Beach Access and Park. Okaloosa County will organize the management, maintenance, and operation of the subject property, and will oversee all aspects of the new park, including capital projects, construction procurement, insurance, staffing, utilities, and rule enforcement. In accordance with Chapter 259, F.S., Okaloosa County will implement best management practices to support the conservation and public access principles of the park.

Following the BOT action, the City of Destin approved an interlocal agreement to present to the County related to the future development and use of the State Park property, attached hereto as Exhibit 2. The Okaloosa County Board of County Commissioners declined to consider the agreement in the form presented. The City of Destin subsequently adopted Resolution 26-05 requesting the State to authorize the City of Destin to serve as the lessee and local managing entity for the State Park, which is attached hereto as Exhibit 3.

The County also received a letter and resolution from the Holiday Isle Improvement Association, Inc., which included certain provisions of its protective covenants and restrictions that purportedly apply to the State Park property. The letter is attached hereto as Exhibit 4. Similarly, the City of Destin has expressed its position that the City's land use regulations, zoning designations and permitting processes govern the future development and use of the State Park property.

II. QUESTIONS PRESENTED

A. Local zoning and development standards — To what extent, if any, does a municipality's land development regulations, zoning designations, development standards, or permitting processes apply to the development and use of the State-owned park property?

B. Managing-agency authority vs. delegation — Given that Agenda Item 4F designates Okaloosa County as the managing agency and confirms a management policy statement assigning organizational responsibility to the County, may the County or any State agency alter the management structure of the State Park (i.e., designate another entity to serve as the managing agency) absent further BOT action?

C. Interlocal agreements — May an interlocal agreement between a County and a City lawfully impose municipal development standards or municipal approval authority that would effectively override, constrain, or supplant the County's BOT-designated responsibilities without additional BOT authorization?



Board of County Commissioners

D. Protective covenants and restrictions — Do protective covenants or restrictions, such as the Holiday Isle covenants, apply to the State Park property, and if so, under what circumstances?

E. Collaboration requirement — To what extent does the requirement for collaboration with the City of Destin's Norriego Point Beach Access and Park allow for City oversight or control over the State Park property or the County's management responsibilities?

III. REQUEST

For the reasons stated above, I respectfully request that the Office of the Attorney General issue an official opinion addressing the questions included in Part II above. Should the Opinions Section need further documentation, my office will provide them promptly.

Respectfully submitted,

Drew Palmer
Okaloosa County Board of County Commissioners
Commissioner, District 5



FLORIDA DEPARTMENT OF Environmental Protection

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Alexis A. Lambert
Secretary

Memorandum

TO: Office of the Secretary _____
Office of General Counsel _____
Office of Resilience and Coastal Protection _____
District Office _____
Division of Recreation and Parks _____
Division of Water Resource Management _____
Division of State Lands X

FROM: Karen Williams McKinney, Director
Office of Cabinet Affairs

SUBJECT: Notice of Board Action

DATE: September 30, 2025

ITEM # **Item 4F**

TITLE: **Pointe Mezzanine LLC and Pointe Resort, LLC Option Agreement/ Okaloosa County**

CABINET MEETING DATE: September 30, 2025

ACTION: Approved with objection by the CFO

Future Board of Trustees' Action Required
If required, date to be taken to Board of Trustees: _____

Action/Follow-Up Needed
Comments: _____

MEMBERS:

	Present	Absent
GOVERNOR DESANTIS	X	
ATTORNEY GENERAL UTHMEIER	X	
CHIEF FINANCIAL OFFICER INGOGLIA	X	
COMMISSIONER OF AGRICULTURE SIMPSON	X	

The above action was taken on the subject division agenda item at today's meeting. Will you please see that the information is provided to appropriate staff for further processing/handling of the matter and that the formal action as noted is made a part of the division's master file.

Please contact our office immediately if you have any questions relating to the item's action as noted (850-245-2703). Thank you.

KW/kw



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

STATE OF FLORIDA

COUNTY OF LEON

CERTIFICATE

I, Karen Williams McKinney, do hereby certify that the Governor and Cabinet, sitting as the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, met on September 30, 2025, and approved Item 4F detailed below, on the agenda for that date.

Item 4F **Pointe Mezzanine LLC and Pointe Resort, LLC Option Agreement/ Okaloosa County**

REQUEST: Consideration of (1) an option agreement to acquire approximately 4 acres in Okaloosa County from Pointe Mezzanine, LLC and Pointe Resort, LLC, pursuant to Section 174, Chapter 2025-198, Laws of Florida; (2) designation of Okaloosa County as the managing agency; and (3) confirmation of the management policy statement.

VOTING REQUIREMENT FOR APPROVAL: Two members, one of whom is the Governor, when four members are voting; or any two members, when three members are voting.

COUNTY: Okaloosa

LOCATION: Unsectionalized Township 02 South, Range 22 West

CONSIDERATION: \$83,326,520

<u>PARCEL</u>	<u>ACRES</u>	APPRAISED BY Gilbert <u>(03/15/2025)</u>	APPROVED <u>VALUE</u>	SELLER'S PURCHASE <u>PRICE</u>	TRUSTEES' PURCHASE <u>PRICE</u>	OPTION <u>DATE</u>
Pointe Mezzanine, LLC and Pointe Resort, LLC	4	\$83,326,520	\$83,326,520	\$7,901,214*	\$83,326,520** (100%)	120 days after BOT Approval

*Property was purchased in 2016 and 2017.

**\$20,831,630 per acre.

STAFF REMARKS: Pursuant to Section 174, Chapter 2025-198, Laws of Florida, the Department was directed to acquire the subject property as it is wholly within Okaloosa County, will provide public access, is adjacent to the Gulf Island National Seashore, and is located next to a local government park. As provided in the aforementioned section of the Laws of Florida, the appraisal utilized for this acquisition was an existing appraisal performed by an appraiser from the Department's approved appraisers list. A second appraisal is also being provided for additional information.

Property Description

The subject property is comprised of two non-contiguous parcels totaling approximately 4 acres adjacent to the Gulf Islands National Seashore conservation area in Okaloosa County. The property's western boundary is shared with the City of Destin's Norriego Point Beach Access and Park (Park), and both properties are along the south side of Destin Harbor.

This acquisition will provide enhanced public access to the Park by connecting it to Gulf Shore Drive. Once acquired, the park area will expand to nearly 16 acres, offering an expansive beachfront, over 100 parking spaces, and excellent outdoor recreational opportunities for boating, fishing, and swimming.

The subject property is currently zoned for high-density residential use, allowing for a variety of residential developments. Conservation of this property would prevent this type of development and create additional recreational opportunities for the public.

The Department and the City of Destin are nearing completion of a \$12 million project to stabilize and enhance the Park. This initiative aims to improve recreational activities at the Park while also providing a component of protection of the Destin Harbor and Harborwalk Village. The revitalization is essential for both expanding recreational use and stabilization of the Park.

Mortgages and Liens

All mortgages and liens will be satisfied at the time of closing. On June 22, 1999, the Board of Trustees approved a staff recommendation to delegate to the Department the authority to review and evaluate marketability issues as they arise on all Chapter 259, F.S., acquisitions and to resolve them appropriately. Therefore, the Department will review, evaluate, and implement an appropriate resolution for any title issues that arise prior to closing.

Closing Information

A title insurance commitment, a survey, and an environmental site assessment will be provided by the buyer prior to closing.

Managing Agency

The subject property will be managed by Okaloosa County as a new park, in collaboration with the adjacent City of Destin's Norriego Point Beach Access and Park. The associated docking facility, authorized by Board of Trustees sovereign submerged lands Lease No. 460338621, will be assigned to Okaloosa County and utilized as a public recreational marina further increasing recreational opportunities to the general public.

Section 259.032(7)(d), F.S., requires that the Board of Trustees, concurrent with its approval of the initial acquisition agreement within a project, evaluate and amend, as appropriate, the management policy statement for the proposed project as provided by section 259.035, F.S., consistent with the purposes for which the lands are acquired. The Department recommends the Board of Trustees confirm the management policy statement as follows:

The subject property will be managed as a new park by Okaloosa County in collaboration with the City of Destin's Norriego Point Beach Access and Park.

Certificate for Item 4F
September 30, 2025 Board of Trustees' Agenda
Page | 3

Okaloosa County will organize the management, maintenance, and operation of the subject property, and will oversee all aspects of the new park, including capital projects, construction procurement, insurance, staffing, utilities, and rule enforcement. In accordance with Chapter 259, F.S., Okaloosa County will implement best management practices to support the conservation and public access principles of the park.

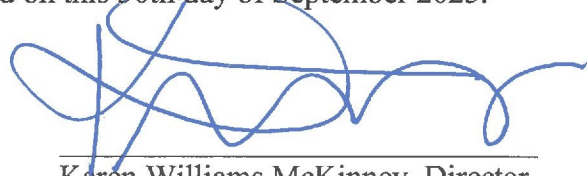
Comprehensive Plan

This acquisition is consistent with section 187.201(9), F.S., the Natural Systems and Recreational Lands' section of the State Comprehensive Plan.

(Attachment 4F)

RECOMMEND: **APPROVAL**

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the Board of Trustees of the Internal Improvement Trust Fund on this 30th day of September 2025.



Karen Williams McKinney, Director
Office of Cabinet Affairs



**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DESTIN
AND THE OKALOOSA COUNTY BOARD OF COUNTY
COMMISSIONERS FOR COLLABORATION ON THE FUTURE
USE OF THE STATE PARK ADJACENT TO NORRIEGO POINT**

THIS INTERLOCAL AGREEMENT is made by and between the **BOARD OF COUNTY COMMISSIONERS OF OKALOOSA COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as the “**County**”) and the **CITY OF DESTIN**, a municipal corporation organized under the laws of the State of Florida, located at 4200 Indian Bayou Drive, Destin, FL 32541 (hereinafter referred to as “**City**”)(collectively the “**Parties**”).

RECITALS:

WHEREAS, on December 10, 2025, the State of Florida acquired approximately 3.99 acres of waterfront property located entirely within the City of Destin for conservation purposes and for future use as a State Park (hereinafter the “**State Park**”); and

WHEREAS, the State Park is located entirely within the municipal boundaries of the City of Destin; and

WHEREAS, the State Park is adjacent to the City-owned Norriego Point Park (hereinafter “**City Park**”) and is served by a City-owed right-of-way and parking area; and

WHEREAS, it is understood between the Parties that the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida is currently considering entering into a lease agreement with Okaloosa County for the future development and management of the State Park; and

WHEREAS, if Okaloosa County acquires a leasehold interest or any other interest in the State Park, the City and County desire to work together to collaborate for the future use of the State Park; and

WHEREAS, the Parties recognize that the State of Florida endeavors that the State Park be developed and managed consistently and in collaboration with the adjacent City Park; and

WHEREAS, this Interlocal Agreement is authorized pursuant to Section 125.01(l)(p), Florida Statutes and Section 163.01, Florida Statutes.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

SECTION 1. RECITALS.

The above recitals are incorporated into this Interlocal Agreement and are adopted as findings of fact.

SECTION 2. AUTHORITY.

This Interlocal Agreement is entered into pursuant to the Florida Interlocal Cooperation Act, Section 163.01, Florida Statutes, and pursuant to the constitutional and statutory powers of the County and the City.

SECTION 3. CITY AND COUNTY COLLABORATION.

The Parties recognize that the Subject Property is located entirely within the City of Destin, and that the City of Destin owns and controls the right-of-way serving the property, as well as the adjacent City Park. The Parties further recognize that the State intends for the new State Park to be developed and managed in collaboration with the City of Destin and City Park. As such, in the event that the County obtains a legal interest in the State Park by virtue of a lease with the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (or other conveyance of interest from the State of Florida), the County agrees that it will coordinate and collaborate with the City of Destin prior to the submission of any application to any governmental entity relating to the State Park. Further, the County and City agree to collaborate on future plans for development of the Property consistent with the City's

Comprehensive Plan and Land Development Code, and agree to work together to prepare a management plan for consideration by the State of Florida. In the event the County obtains a leasehold interest or any other legal interest in the State Park, neither party will submit a proposed management plan to the State of Florida without first obtaining approval from the governing body of the County and the City.

SECTION 4. TERM.

This Interlocal Agreement shall commence and be effective upon its approval and execution by the elected bodies of both the County and the City and filing with the Clerk of the Circuit Court in and for Okaloosa County, Florida. This Interlocal Agreement shall be in effect until terminated, or amended, as described in Section 7. Termination/Modifications to Interlocal Agreement.

SECTION 5. MODIFICATIONS TO INTERLOCAL AGREEMENT.

Either Party may request that this Interlocal Agreement be amended. Such requests must be placed in writing and address the reason for the revision as well as provide proposed revised language. In order to be deemed effective, the amendment must be approved by both respective governing bodies, signed both either the Chair of the County or the County Manager, as directed by the Board, and the City, and filed with the Clerk of the Circuit Court in and for Okaloosa County, Florida. This section does not apply to any changes made to the person to whom notices shall be mailed as set forth in Section 6 herein.

SECTION 6. NOTICE.

Any required notice to be provided by either Party to this Interlocal Agreement shall be delivered to the other Party's representative at the following locations:

Okaloosa County Administrator

John Hofstad
1250 N. Eglin Pkway
Suite 102
Shalimar, FL
(850) 651-7515
jhofstad@myokaloosa.com

Destin City Manager

Larry Jones
4200 Indian Bayou Trail
Destin, FL 32541
(850) 837-4242
ljones@cityofdestin.com

With a copy to :

Lynn Hoshihara
County Attorney
1250 N. Eglin Pkway
Shalimar, FL
850 _____
lhoshihara@myokaloosa.com

Kimberly Romano Kopp
City Attorney
4200 Indian Bayou Trail
Destin, FL 32541
(850) 837-4242
kkopp@cityofdestin.com

Any notice to be sent to either Party under the provisions of this Interlocal Agreement shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, first-class U.S. mail, or by nationally recognized overnight courier to the last known address of the Party with appropriate copies as set forth above. A mailing is deemed received at the time of hand delivery or five (5) days after mailing. Either Party may unilaterally change the person to whom a mailing is to be sent to or the address of said person by giving notice to the other Party as provided for herein. Any change of the person to whom a mailing is to be sent shall be provided to the other party in writing and further shall provide the effective date of said change.

SECTION 7. PUBLIC RECORDS

The Parties agree to comply with the requirements of Florida's Public Records Law and public records requests made in accordance with Chapter 119, Florida Statutes.

SECTION 8. JURISDICTION AND VENUE.

All questions pertaining to the validity and interpretations of this Interlocal Agreement shall be determined in accordance with the Laws of the State of Florida. Any legal action by either

Party against the other concerning this Interlocal Agreement shall be filed in a court having jurisdiction in Okaloosa County, Florida, which shall be deemed the proper venue for any action arising out of or through this Interlocal Agreement.

SECTION 9. ATTORNEY’S FEES AND COSTS.

In the event of any litigation between the parties arising out of this Interlocal Agreement, each party will bear its own attorney's fees and costs.

SECTION 10. SEVERABILITY.

If any section, paragraph, sentence, clause, phrase, or word of this Interlocal Agreement, is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding will not affect the remainder of this Interlocal Agreement. The remainder of this Interlocal Agreement shall be effective and shall remain in full force and effect, unless amended or modified by mutual consent of the parties.

SECTION 11. ASSIGNMENT.

Neither the County nor the City, its assigns or representatives, shall enter into any agreement with third parties to delegate any or all of the rights and responsibilities herein set forth without the prior written approval of the other party's governing body.

SECTION 12. ENTIRE AGREEMENT.

This Interlocal Agreement, including exhibits, riders, and/or addenda, if any, attached hereto, sets forth the entire agreement between the Parties. This Interlocal Agreement shall not be modified except in writing and executed by all Parties or as otherwise allowed under the terms of this Interlocal Agreement.

SECTION 13. INTERPRETATION.

Both Parties have had the opportunity to consult with legal counsel and to participate in

the drafting of this Interlocal Agreement. Consequently, this Interlocal Agreement shall not be more strictly or more harshly construed against either party as the drafter hereof.

IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be executed by its duly authorized representatives, effective as of the last date below.

**BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA**

By: TREY GOODWIN
Its: Chairman
Date: _____

Attest as to authenticity of the
Chair's signature:

Its: County Clerk

Approved as to form and legality for Okaloosa
County

Lynn Hoshihara, County Attorney

CITY OF DESTIN

Bobby Wagner, Mayor

Date

ATTEST:

Rey Bailey, City Clerk

Approved as to form and legality for the
City of Destin

Kimberly Romano Kopp, City Attorney

RESOLUTION 26-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA; REQUESTING THAT THE STATE OF FLORIDA AUTHORIZE THE CITY OF DESTIN TO SERVE AS THE LESSEE AND LOCAL MANAGING ENTITY FOR THE NEWLY ACQUIRED STATE PARK LOCATED WITHIN HOLIDAY ISLE IN THE CITY OF DESTIN; EXPRESSING WILLINGNESS TO COMMIT CITY FUNDING IN AN AMOUNT NOT TO EXCEED FIVE MILLION DOLLARS (\$5,000,000.00) TO MAINTAIN THE STATE PARK AS VALUABLE CONSERVATION LAND; PROVIDING FOR FINDINGS OF FACT; DIRECTING TRANSMITTAL OF THIS RESOLUTION TO THE STATE OF FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in December, 2025, the State of Florida acquired approximately 3.99 acres of property within the City of Destin, Florida, as conservation land to be used as a future state park (“State Park”); and

WHEREAS, the newly acquired State Park property is located entirely within the municipal boundaries of the City of Destin in a residential neighborhood known as Holiday Isle; and

WHEREAS, the State Park 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 State of Florida has expressed an interest in ensuring that the State Park is developed and managed in collaboration with the conservation-oriented character of the adjacent City-owned Norriego Point Park and the surrounding natural environment; and

WHEREAS, since the initial discussions regarding potential management of the newly acquired State Park, the City has continued to evaluate the long-term stewardship needs of the site and has determined that municipal management would provide the most direct and coordinated oversight consistent with the property's location within the City limits; and

WHEREAS, due to the State Park's location entirely within the City limits and its proximity to existing City parkland, the City is uniquely positioned to provide responsive local stewardship, operational efficiency, and direct accountability to the surrounding community; and

WHEREAS, the City of Destin has demonstrated a commitment to protecting natural resources and maintaining conservation-focused parks for the benefits of residents and visitors alike; and

WHEREAS, management of the State Park by the City would ensure consistent land use policies, conservation standards, and park management practices with the adjacent City Park and surrounding zoning; and

WHEREAS, the City's Comprehensive Plan and adopted land development regulations emphasize the preservation of environmentally sensitive lands and the protection of established residential neighborhoods from incompatible land uses; and

WHEREAS, the lands surrounding the State Park 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, consistent local management of the State Park would help ensure that any improvements, operations, or access features are appropriately scaled and compatible with the

surrounding residential and conservation uses; and

WHEREAS, because the property is surrounded by City infrastructure, residential neighborhoods, and conservation lands, the City is uniquely positioned to ensure that the State Park's management reflects local planning objectives, environmental priorities, and community expectations; and

WHEREAS, allowing the City to serve as the managing entity would support efficient intergovernmental cooperation and promote a stewardship approach that aligns with the existing character of the surrounding community; and

WHEREAS, the City is uniquely positioned to provide responsive local management, maintenance, and stewardship due to its proximity, existing park operations, and direct accountability to nearby residents; and

WHEREAS, residents living in close proximity to the property have expressed strong support for the City to serve as the managing entity in order to preserve the area's natural, passive recreational and conservation character; 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 the surrounding residential area; and

WHEREAS, the City has demonstrated its ability to successfully manage nearby natural parks in a manner that balances public access, environmental protection, and neighborhood compatibility; and

WHEREAS, the City's management would allow the park to be integrated into the City's existing network of conservation land and passive recreational areas, improving efficiency and

coordination of stewardship efforts; and

WHEREAS, the City recognizes that various park management models can include differing levels of recreational development and amenities, and believes that management by the City would best ensure that the property is maintained in a manner that passive recreation, public use of the docks, conservation, and neighborhood compatibility; and

WHEREAS, local management by the City would help ensure that future uses of the property remain consistent with the community's expectations and the established character of the surrounding residential and conservation areas; and

WHEREAS, stewardship of the State Park by the City of Destin would support the conservation and public benefit objectives of the Florida Department of Environmental Protection while ensuring locally responsive management; and

WHEREAS, the City of Destin endeavors to manage the State Park property only for the conservation and protection of natural and historical resources and for resource based public outdoor activities and education which are compatible with the conservation and protection of these public lands, as set forth in subsection 259.032(7), Florida Statutes, and as set forth in the City of Destin's state-approved Comprehensive Plan; and

WHEREAS, the City's Comprehensive Plan provides for a Conservation Future Land Use designation that would be appropriately considered for the State Park, and is already in place for the City's adjacent Norriego Point Park; and

WHEREAS, the aforementioned City Conservation Future Land Use designation permits docks, beach accessways, such as dune walkovers, parking, restroom facilities, and passive recreation; and

WHEREAS, the City of Destin is prepared to invest municipal resources into the

stewardship and improvement of the property and is willing to commit funding for the redevelopment, restoration, and enhancement of the State 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; and

WHEREAS, the City respectfully requests that the State reconsider or amend any prior management arrangements in order to allow the City of Destin to assume responsibility for stewardship and management of the State Park; and

WHEREAS, the City remains committed to cooperative intergovernmental relationships and believes that authorizing the City to serve as the managing entity would enhance coordination for conservation efforts, public use of the docking facilities and other amenities, and park operations within the municipal boundaries; and

WHEREAS, the City stands ready to work collaboratively with the Florida Department of Environmental Protection and other governmental partners to ensure that the property is managed in a manner that supports the State's conservation, environmental stewardship, and public recreation objectives; and

WHEREAS the City Council has determined that the policy set forth in this Resolution 2026-05 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. Request to Serve as Lessee and Managing Entity for State Park. The City Council hereby respectfully requests that the State of Florida authorize the City of Destin to serve as the Lessee and local managing entity for the State Park. The City affirms its commitment to managing the property in a manner that emphasizes environmental stewardship, conservation, passive recreation, and compatibility with surrounding residential and conservation areas.

Section 3. Financial Commitment. The City of Destin is prepared to invest municipal resources into the stewardship and improvement of the State Park property and is willing to commit funding for the redevelopment, restoration, and enhancement of the State 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.

Section 4. Transmittal to State of Florida. The City Council directs the City Manager and City Attorney to communicate the City's interest in serving as the managing entity for the State Park and to work with the State of Florida and any relevant agencies regarding potential management arrangements. The City Clerk is directed to transmit a copy of this Resolution to the Florida Department of Environmental Protection, members of the local legislative delegation, and other appropriate officials.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY OF DESTIN, FLORIDA THIS 16th DAY OF
MARCH, 2026.



BOBBY WAGNER, MAYOR

ATTEST:



REY BAILEY, CITY CLERK

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



**KIMBERLY ROMANO KOPP
CITY ATTORNEY**



Leslie D. Sheekley
lsheekley@handfirm.com
DIRECT 850 460 3691 / FAX 850 424 5093
BOARD CERTIFIED - BUSINESS LITIGATION

March 19, 2026

*Via email to: managerinfo@myokaloosa.com and
jhofstad@myokaloosa.com and
Regular First-Class Mail*

Mr. John Hofstad
Okaloosa County Administrator
Okaloosa County Administration Building
1250 N. Eglin Parkway, Suite 102
Shalimar, Florida 32579

*Via email to: lhoshihara@ngnlaw.com and
Regular First-Class Mail*

Ms. Lynn Hoshihara, Esq.
Nabors, Giblin & Nickerson, P.A.
1500 Mahan Dr, Ste. 200

Re: State Purchased Property on Holiday Isle – HIIA Resolution

Dear John and Lynn:

On behalf of our client, Holiday Isle Improvement Association, Inc. (“HIIA”), I write regarding Resolution 26-05 adopted by the City of Destin on March 16, 2026, an enclosed Resolution of the Board of Directors of HIIA, and statements made by commissioner Jim Bagby at the Destin City Council meeting of March 16, 2026, regarding the likelihood of litigation should the County proceed with efforts for commercial operations on the state parcel.

As you know, the 4-acre parcel acquired by the state (“State Parcel”) is zoned high density residential. Such, and the development orders of the City of Destin for development of the private condominium and appurtenant private boat slips, are consistent with the 2005 settlement agreement with the previous property owner and covenants and restrictions of the Holiday Isle PC&Rs.¹ The development plans proposed by the County in a draft management plan and continuing to be discussed as possibilities in public meetings are not.

The Holiday Isle PC&Rs applicable to the State Parcel provide in pertinent part:

(a) no building, structure pier, dock or other improvement shall be commenced, placed, erected or altered on any property or area on Holiday Isle until approved by the Board and a Building Permit is issued;

¹ The Fourth Amended and Restated Protective Covenants and Restrictions of Holiday Isle are recorded at Book 3234, Page 4488 of the public records of Okaloosa County, Florida (as amended by a First and Second Amendment thereto, “PC&Rs”)

March 19, 2026

Page 2

(b) “boat slips shall not be rented as a business or commercial activity” and “no commercial activity is permitted”;

(c) “[n]o business of any kind shall be operated on Holiday Isle except for home occupations”;
and

(d) no parcel “shall be conveyed, leased or transferred as a public beach access that is not for the exclusive use of Holiday Isle Property owners or their guests”.

While it is understood that nothing has yet been formalized by the county regarding a lease with the state or commercial operations for the State Parcel, the County has yet to acknowledge the applicability of the HIIA governing documents for the parcel, and statements supportive of commercial development are continuing to be made by county commissioners and staff in open meetings. Accordingly, enclosed please find a Resolution of the Board of Directors of Holiday Isle Improvement Association, Inc., adopted March 19, 2026, in support of the City of Destin’s Resolution No. 26-05. Such is in recognition of the City’s expressed intention to implement, preserve and manage a use of the State Parcel consistent with the conservation and with the desires of Holiday Isle residents and the HIIA covenants and restrictions. With confirmation of such use, the Board will support an amendment to the PC&Rs, if and as necessary, for an exception to the prohibition of public beach access for the parcel. Alternatively, should the State Parcel (upland property or docking facility) be developed for commercial operations or otherwise in violation of the Holiday Isle governing documents, HIIA will undertake pursuit of all available legal remedies for enforcement of its covenants and restrictions, whether together with the City of Destin or independently, if necessary.

I am available to discuss the foregoing with you at your convenience and ask that you provide this correspondence and the enclosed Resolution to each of the County Commissioners and to Mr. Coffey.

Sincerely,



Leslie D. Sheekley
For the Firm

cc: Client, *via email only*
Kimberly Kopp, City of Destin Attorney, *via email only*

RESOLUTION
HOLIDAY ISLE IMPROVEMENT ASSOCIATION, INC.
State Parcel

WHEREAS, Holiday Isle Improvement Association, Inc. (“HIIA” or “the Association”) is responsible for the operation and management of the Association and of single family detached, townhome and condominium residential properties on Holiday Isle within the City of Destin, Okaloosa County, Florida; and

WHEREAS, the governing documents and laws for HIIA consist of the Protective Covenants and Restrictions of Holiday Isle (“PC&Rs”), Articles of Incorporation, Bylaws, Rules, and Regulations, the Florida HOA Act, and the Florida Not for Profit Corporation Act along with any and all amendments to each of these items (collectively “**Governing Documents**”); and

WHEREAS, the Governing Documents have delegated the authority and responsibility to govern the Holiday Isle covenants, restrictions and operations to the HIIA Board of Directors (“Board”); and

WHEREAS, by that certain warranty deed recorded on December 11, 2025, in the public records of Okaloosa County, Florida, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (“**the State**”) acquired fee simple ownership of a 3.99-acre parcel of land on Holiday Isle; specifically, Property Appraiser’s Parcel ID Nos. 002S24305000000010 and 002S24305000000020 (“**State Parcel**”); and

WHEREAS, the State acquired the State Parcel from co-owners Pointe Mezzanine, LLC, a Florida limited liability company and Pointe Resort, LLC, a Florida limited liability company; and

WHEREAS, the State Parcel is the subject of a 2005 litigated Settlement Agreement between HIIA and the then owner of the State Parcel, Pointe One, LLC (“**Settlement Agreement**”). The Settlement Agreement, recorded at Book 3354, Pages 1321 in the public records of Okaloosa County by Robert Guidry (a principal of Point Mezzanine, LLC and Pointe Resort, LLC), provides in pertinent part that (1) a residential condominium may be constructed on the property in accordance with an agreed upon site plan, with any changes constituting more than minor modifications requiring HIIA approval; (2) that the HIIA PC&Rs are binding on the owner of the parcel and any successors and assigns; and (3) that HIIA Assessments on the parcel would be brought current.

WHEREAS, the City of Destin issued a Development Order for the condominium and separately for a private docking facility (D.O. No. 21-23), with boat slip private exclusive use rights appurtenant to ownership of the condominium units.

WHEREAS, D.O. No. 21-23 specifically provides:

- (a) No use of the docking facilities may be made until a certificate of occupancy is issued for the condominium; and
- (b) “Any commercial use of the docking facilities is expressly and strictly prohibited”; and
- (c) “The docking facilities authorized herein are authorized as long-term residential boat slips for use by residents of the upland condominium...”;

WHEREAS, to the extent the condominium and appurtenant docking facility were consistent with the Settlement Agreement, City of Destin zoning for the property as High Density Residential and with the HIIA Governing Documents, HIIA supported and did not object to construction of the docking facility, nor to the proposed construction of the residential condominium; and

WHEREAS, following construction of the docking facility but prior to and in lieu of commencing construction of the condominium, the owners, Pointe Mezzanine, LLC, and Pointe Resort, LLC, sold the State Parcel, inclusive of the docking facility, to the State; and

WHEREAS, Okaloosa County has expressed a desire to enter into a lease with the state to operate and manage commercial improvements and activities on the State Parcel and for the docking facility; and

WHEREAS, the HIIA PC&Rs provide in part: (1) no building, structure pier, dock or other improvement shall be commenced, placed, erected or altered on any property or area on Holiday Isle until approved by the Board and a Building Permit is issued; (2) “boat slips shall not be rented as a business or commercial activity” and “no commercial activity is permitted”; (3) “[n]o business of any kind shall be operated on Holiday Isle except for home occupations”; and (4) pursuant to Section 4.16, no parcel “shall be conveyed, leased or transferred as a public beach access that is not for the exclusive use of Holiday Isle Property owners or their guests”; and

WHEREAS, unlike the State Parcel, the adjacent City-owned Norriego Point Park property was dedicated by Okaloosa County in 1961 as a public park; which dedication was prior to the recording of the original HIIA PC&Rs and well before the PC&R’s were amended to add the prohibition of Section 4.16; and

WHEREAS, Holiday Isle residents have expressed in public meetings and to HIIA Board members strong opposition to any form of commercial activity on the State Parcel, citing not only the prohibitions against such in the HIIA Governing Documents, but also the residential character of the surrounding community and concerns with nuisances and traffic congestion along the dead-end two-lane Gulf Shore Drive leading to the State Parcel; and

WHEREAS, the City of Destin adopted on March 16, 2026 Resolution 26-05 (“**City Resolution**”, copy attached), requesting that the State of Florida authorize the city of Destin to serve as the lessee and local managing entity for the newly acquired state park located within Holiday Isle in the City of Destin expressing a willingness thereby to commit City funding in an amount not to exceed five million dollars (\$5,000,000.00) to maintain the state park as valuable conservation land; and

WHEREAS, recognizing the City’s demonstrated commitment to protecting natural resources and maintaining conservation focused parks for the benefit of residents and visitors with the adjacent City-owned Norriego Point Park, the City Resolution proposes an allowance for the City to serve as the managing entity for the State Parcel, consistent with and subject to a Conservation Future Land Use designation as set forth in §259.032(7), Florida Statutes, and as set forth in the City of Destin’s state-approved Comprehensive Plan.

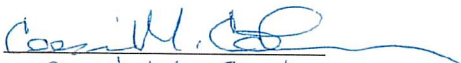
NOW, THEREFORE, BE IT RESOLVED THAT the Board hereby adopts the foregoing recitals as if fully set forth herein, and subject to the following conditions, supports the City of Destin’s Resolution No. 26-05.

1. The City of Destin will work collaboratively not only with the Florida Department of Environmental Protection and other governmental partners to ensure that the property is managed in a manner that emphasizes environmental stewardship, conservation, passive recreation, and compatibility with surrounding residential and conservation areas, but also with the HIIA Board of Directors and any HIIA committee or other appointed representatives to ensure adherence to the HIIA Governing Documents with respect to any site improvements and use of the State Parcel; and
2. With adequate documented assurance regarding development and management of the State Parcel with a Conservation Future Land Use designation (or like imposed and enforceable restrictions and limitations) consistent with the adjacent City-owned Norriego Point Park (“Limited Conservation Use”), if and to the extent such use could be deemed in violation of Section 4.16 of the PC&Rs prohibiting public beach access (public beach access that is not for the exclusive use of Holiday Isle Property owners or their guests) the Board will propose, support and advocate for a membership vote to amend the PC&Rs, allowing for an exception to Section 4.16 therein for such Limited Conservation Use by members of the public for the State Parcel.

Adopted March 19 2026

THIS RESOLUTION was considered and approved at a Board meeting held the 19th day of March 2026, at which a quorum of Directors was present. There are 9 total Board members. The number of Board members who voted in favor of this Resolution is 9. The number of Board members who voted against this Resolution is 0. The vote of each Director is reflected in the minutes of the meeting at which this Resolution was adopted.

**HOLIDAY ISLE IMPROVEMENT
ASSOCIATION, INC.**

By: 
Name: Cari M. Coleman
Board of Directors, Vice President

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 1, 2026
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

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

FROM: Jeffrey Cozadd, Projects, Grants and Contracts Manager

DATE: 5/19/2026

SUBJECT: Utility Undergrounding Update

I. BACKGROUND: ADS was issued its Notice to Proceed on November 4, 2024. The term of the contract is 560 days from the NTP, which was May 18, 2026.

II. DISCUSSION: Representatives from FP&L, Utility Consultants of Florida, and Accurate Drilling Systems will be in attendance to provide a project update and discuss the need for a contract extension.

At this time, ADS has substantially completed the project work with the exception of the remaining feeder wire installation and associated “switching” activities. The remaining feeder wire work cannot be completed until the FPL Express Feeder project and related betterment activities are complete. These impacts are outside of ADS’s control and have directly affected the sequencing and completion of the remaining work.

ADS has requested a 115-calendar-day extension to the current substantial completion date of May 18, 2026, extending the contract duration to September 10, 2026. The request is primarily associated with impacts related to FPL’s Express Feeder expansion efforts, utility coordination activities, and delays involving utility-furnished materials, all of which have affected the sequencing and completion of the remaining feeder wire installation and switching activities.

The contract states that Liquidated Damages are \$1,500 per day. If this job requires an additional 115 days, that would represent \$172,500 in liquidated damages.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): NO effect on the budget, as this change order only requests a time extension.

C. Level of Service (LOS): LOS will be increased with the completion of

this project.

D. Legislative Sponsor:

E. Business Impact Statement:

III. CONCLUSION: FPL's additional required work has adversely impacted the completion of the ADS's scope of work with the City. At this time, the project is close to substantially complete, with the remaining work limited primarily to feeder wire installation.

IV. RECOMMENDED MOTION: Option 1: I recommend City Council approve the time extension request for the ADS contract and have the city manager execute the change order.

Option 2: I recommend City Council impose Liquidated Damages until the project is substantially complete.

Option 3: I recommend that the City Council reduce Liquidated Damages to (set amount) per day and impose them until the project is substantially complete.

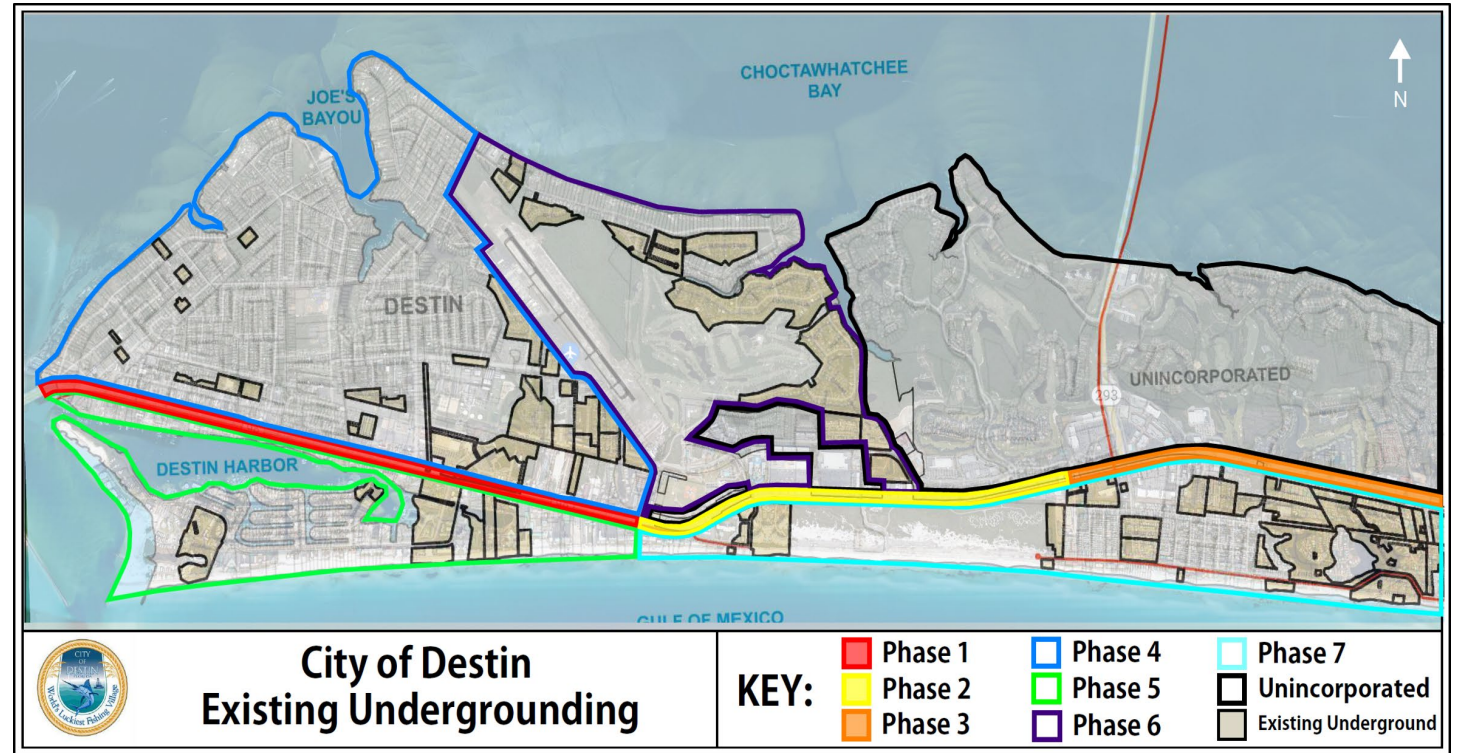
Attachments:

1. City of Destin UG Update Presentation June 2026
2. Contract Extension Request
3. ADS_TIME EXTENSION_FINAL
4. Schedule for Contract Extension
5. City of Destin Change Order 260519

UTILITY UNDERGROUNDING PROJECT MANAGEMENT UPDATE

City of Destin

Presented by:
Utility Consultants of Florida



PHASE 1 CONSTRUCTION



- ✓ FPL Conduit Installation:
 - ✓ 30K lf 6"
 - ✓ 215K lf 2"
- ✓ Equipment 170 total
- ✓ Primary cable pull complete
- ✓ Hand hole & vaults complete

- ✓ Communications Conduit installation complete: 176k lf
- ✓ Communications carriers have begun finalizing conversion work



FPL Express Feeder

- ✓ Conduit Installation:
 - ✓ 85% complete
- ✓ Hand hole & vaults – pending receipt (30 days to install)
- ✓ Feeder cable pull 30 days following vault installation (30 days to pull)

SWITCHING PHASE

FPL

- Issue switching orders
- Wreck Out

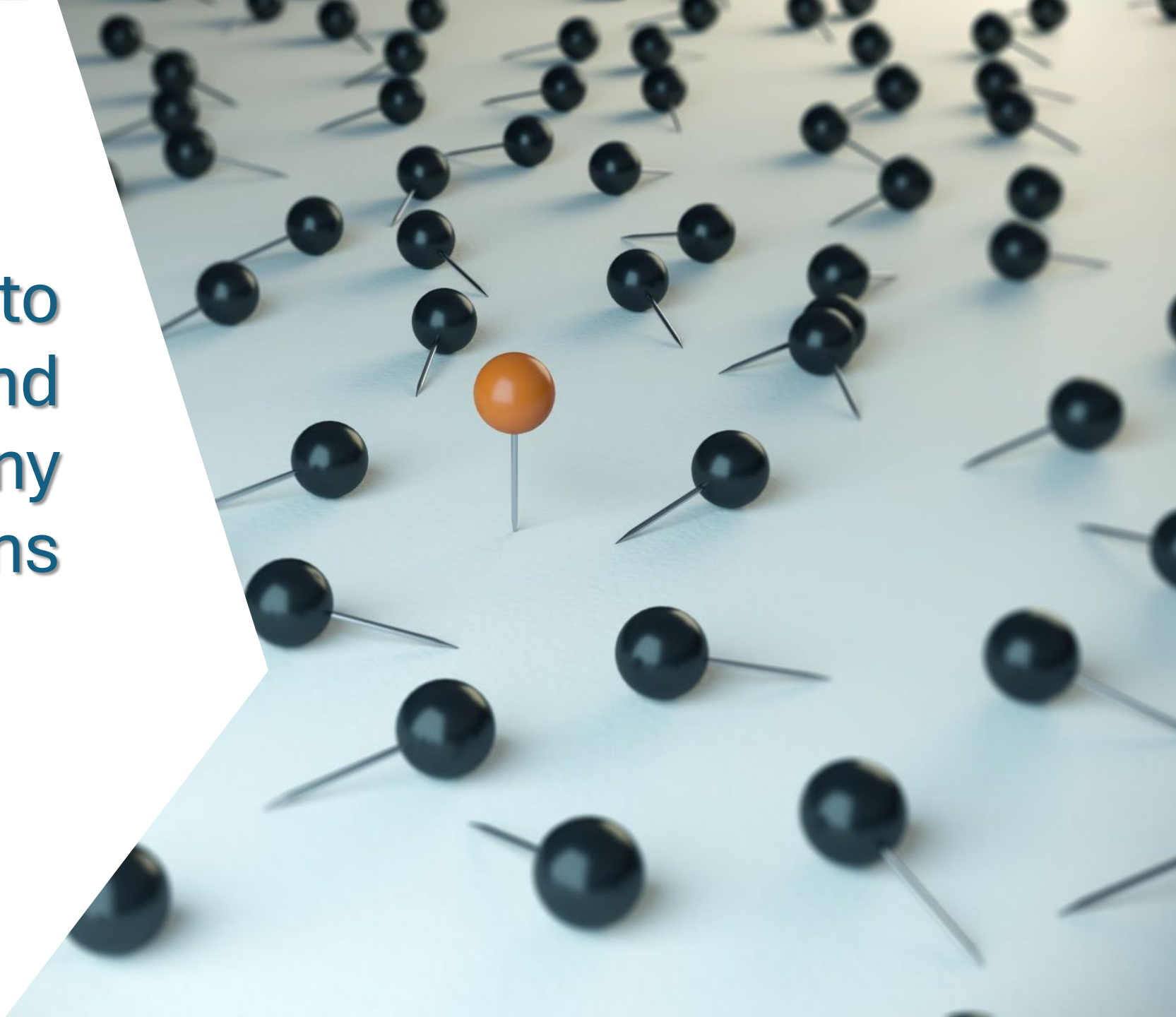
UCoF

- Coordination of switching
- Provide Updates

ADS

- Execute switching orders
- Meter Conversion

**We would love to
hear from you and
answer any
questions**





14800 WALSHINGHAM ROAD, SUITE 102, LARGO, FL, 33774 321-287-8911

May 14, 2026

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

Subject: Request for Contract Time Extension – Phase 1 Utility Underground Conversion Project

Jeffrey Cozadd, Project Manager

Included herewith, please find a copy of ADS's request for time extension associated with the above referenced project. We have reviewed the contractor's request for an additional 115 calendar days of contract time and recommend approval based on the following project circumstances.

At this time, the contractor is 100% complete with all project work with the exception of the feeder wire installation, which is currently approximately 50% complete. The remaining feeder wire work cannot be completed as originally scheduled due to impacts associated with FPL's Express Feeder expansion efforts. The requested additional contract time will allow the contractor to continue supporting the FPL Express Feeder scope and complete the remaining feeder wire installation activities. Based on our evaluation, had it not been for this additional scope and associated impacts, the contractor would have completed the project within the original contract duration.

We understand and acknowledge the City's concern regarding the timing of this request given the current contract completion date of May 18th, and we recognize that an earlier notification would have been preferable. Over the past several weeks, however, the project team has been actively working through several uncertainties, including whether the remaining work could still be completed within the original contract duration. In addition, we were recently informed of delays related to certain FPL-furnished materials, specifically the vaults, which further impacted the ability to accurately determine the required extension duration.

Given these unknowns, we were reluctant to prematurely recommend additional time before fully understanding the overall impact and the amount of time ultimately needed. Additionally, we view the May 18th milestone as effectively representing substantial completion, as the project transitions directly into switching activities thereafter, which may minimize impacts to the overall project schedule.

Based on the above, we recommend approval of the contractor's requested 115-day contract time extension. Please let us know if you have any questions or require any additional information.

Sincerely,

Mark Porter

Mark Porter
UTILITY CONSULTANTS of FLORIDA

May 13, 2026

Via email only

Mr. Larry Jones, City Manager
Mr. Jeffrey Cozadd, Project Manager
City of Destin

Ljones@cityofdestin.gov
Jcozadd@cityofdestin.gov
Portermw.ucof@gmail.com

Through

Mark Porter, Sr. Project Manager
Utility Consultants of Florida

RE: Request for Contract Time Extension – Phase 1 Utility Underground Conversion Project

Dear Mr. Jones and Mr. Cozadd:

Thank you for taking the time to meet with us on May 13th regarding the request for a contract time extension from Accurate Drilling Systems, Inc. (ADS).

ADS respectfully requests a contract time extension of one hundred fifteen (115) calendar days. The original contract duration of five hundred sixty (560) calendar days establishes a current contract expiration date of May 18, 2026. Accordingly, ADS requests the substantial completion date be extended to September 10, 2026.

At this time, ADS has substantially completed the project work with the exception of the remaining feeder wire installation and associated “switching” activities. The remaining feeder wire work cannot be completed until the FPL Express Feeder project and related betterment activities are complete. These impacts are outside of ADS’s control and have directly affected the sequencing and completion of the remaining work.

The project has not stalled, nor has ADS failed to progress the work. The underground infrastructure and primary installation activities are substantially complete, and ADS has continued coordinating with the project team and FPL to support completion of the remaining work as conditions allow.

ADS and the project team have spent the past several weeks evaluating whether the remaining work could still be completed within the original contract duration. Due to ongoing coordination variables associated with utility scheduling, switching activities, and utility-furnished materials, ADS did not want to prematurely request additional contract time before the overall impacts could be reasonably assessed.

Pursuant to the Contract Technical Specifications, Section “TP Contract Duration and Schedule Miscellaneous,” contract time may be amended when delays associated with other City work create justification for a time extension outside of the Contractor’s control. ADS believes the current circumstances justify a contract time extension, as the delays impacting the remaining work are directly associated with utility coordination and related activities outside of ADS’s control. ADS has consistently acted in good faith and in the best interests of the City to further the expeditious completion of this project. We are moving forward on the basis of trust, good faith, and fair dealings, and ADS has made every reasonable and consistent effort to ensure proper coordination with all parties involved.

ADS remains committed to completing the project as efficiently as possible and will continue coordinating closely with the City and FPL throughout the remainder of the work. To support this, ADS is willing to attend City Council meetings to provide project status updates and ongoing coordination progress. Our goal is to continue operating as a partner and maintain proactive communication through completion.

Should you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,
Juan Martinez
Juan Martinez

ORIGINAL CONTRACT/SCOPE				
	STATUS	EST COMPLETION	HURDLES	NOTES
CONDUIT INSTALLATION	100%	May 18, 2026		
VAULTS/BOXES	100%	May 18, 2026		
EQUIPMENT	100%	May 18, 2026		
PRIMARY WIRE PULL	100%	May 18, 2026		
FEEDER WIRE PULL	50%	September 10th, 2026	Will take 30 days to complete, once the Betterment Job is completed	Pending completion of FPL's Betterment Job
Requesting an additional 115 days				
REQUESTED SUBSTANTIAL COMPLETION (September 10, 2026)				
SWITCHING				
	STATUS	EST COMPLETION	HURDLES	NOTES
SWITCHING/WRECK-OUT	0%	6-12 months to complete	FPL controls the schedule for this portion	
	STATUS	EST COMPLETION	HURDLES	NOTES
SERVICE CONVERSIONS	0%	6-12 months to complete	Will require each property owner to coordinate outages with FPL and contractor	

FPL BETTERMENT JOB/EXPRESS FEEDER				
	STATUS	EST COMPLETION	HURDLES	NOTES
CONDUIT INSTALLATION	70%		No issues	45 days to complete
VAULTS/BOXES	50%		Receiving the vaults from FPL by July 12, 2026	30 days AFTER THEY ARE RECEIVED FROM FPL
EQUIPMENT	50%		No issues	
PRIMARY WIRE PULL	0%		No issues	
FEEDER WIRE PULL	0%	September 10th, 2026	Having the FPL feeder vaults installed by August 11, 2026	30 days AFTER THE FEEDER BOXES/VAULTS ARE INSTALLED
REQUESTED SUBSTANTIAL COMPLETION (September 10, 2026)				

Dates provided are based on FPL projected delivery dates.



CONTRACT CHANGE ORDER

ORDER NO. 1
DATE May 19, 2026
STATE Florida
COUNTY Okaloosa

CONTRACT FOR:	City of Destin Utility Underground Conversion Project Phase 1
PROJECT NO.:	
OWNER:	City of Destin
TO CONTRACTOR:	Accurate Drilling Systems, Inc.

You are hereby requested to comply with the following changes from the contract plans and specifications.

Bid Item No.	Add/Deduct	No	Unit	Description of Changes (Supplemental Plans And Specifications Attached)	Unit Price	DECREASE In Contract Price	INCREASE In Contract Price
TOTALS							
NET CHANGE IN CONTRACT PRICE						\$0.00	

ADS has requested a 115-calendar-day extension to the current substantial completion date of May 18, 2026, extending the contract duration to September 10, 2026. The request is primarily associated with impacts related to FPL's Express Feeder expansion efforts, utility coordination activities, and delays involving utility-furnished materials, all of which have affected the sequencing and completion of the remaining feeder wire installation and switching activities. At this time, the project is substantially complete, with the remaining work limited primarily to feeder wire installation and associated switching operations.

The amount of the Contract will be **DECREASED** By The Sum Of: \$0.00

The Contract Total Including this and Previous Change Orders Will Be: \$0.00

The Original Completion dates are
 The Contract Period Provided for Completion of Project has been increased by
 The Contract Period Provided for Completion of Project will increase by
 The Contract Completion Date Shall Therefore be: **CHANGED**

Substantial	Final
May 18, 2026	
115 Days	
September 10, 2026	

Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Requested _____
(Contractor) (Date)

Recommended _____
(Engineer) (Date)

Accepted _____
(City of Destin) (Date)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 1, 2026
TYPE OF AGENDA ITEM: Announcement
AGENDA OUTLINE NUMBER: 4.D.

TO: City Council
THRU: Kimberly Kopp, City Attorney
FROM: Larry Jones , City Manager
DATE: May 28, 2026
SUBJECT: Property Tax Reform Update

I. BACKGROUND: The estimated ad valorem tax revenue impacts to Okaloosa County taxing districts associated with a potential increase to the homestead exemption, as provided by the Okaloosa County Tax Collector, are attached to this item.

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: Council may wish to consider directing staff to communicate correspondence to the City's legislators expressing concerns regarding proposed property tax changes and the potential impacts such measures could have on municipal revenues and local government operations.

IV. RECOMMENDED MOTION: Council's discretion.

Attachments:

1. Tax Revenues Calculator - Okaloosa Districts

Homestead Exemption = \$250,722

Okaloosa County				
Current Homestead Exemption Amount	\$			50,722
Additional Exemption Amount	\$			200,000
Grand Total of Homestead Exemption	\$			250,722
District Name	# of Accts W/Homestead	% of Accts Homesteaded	Tax Revenue Lost w/Exemption Increase	% of District's Ad Valorem Reduced
County	10,538	38%	\$ 23,616,540.35	-20.03%
Cinco Bayou	96	32%	\$ 39,963.95	-16.26%
Crestview	4,993	41%	\$ 3,897,452.01	-27.13%
Destin	3,437	22%	\$ 934,680.61	-6.28%
Fort Walton Beach	4,435	46%	\$ 2,267,517.66	-21.60%
Laurel Hill	135	22%	\$ 30,269.93	-23.47%
Mary Esther	994	49%	\$ 573,232.07	-23.76%
Niceville	3,846	51%	\$ 2,558,493.08	-29.90%
Shalimar	218	53%	\$ 83,013.17	-25.86%
Valparaiso	1,044	47%	\$ 787,621.09	-31.18%
Destin Fire District	1,137	6%	\$ 799,434.05	-7.35%
East Niceville Fire Dist.	1,253	60%	\$ 711,338.23	-38.93%
Florosa Fire District SW	1,673	45%	\$ 534,663.53	-30.35%
North Bay Fire Dist.	3,495	59%	\$ 1,375,618.56	-37.35%
Ocean City - Wright Fire Dist.	7,734	44%	\$ 2,967,422.51	-26.72%
Okaloosa Island Fire Dist.	431	11%	\$ 257,316.08	-3.84%
NWF Water Management District	45,460	40%	\$ 127,613.65	-19.98%
County MSTU	26,261	41%	\$ 1,035,067.44	-25.78%
Grand Total of Ad Valorem Taxes Reduced \$ 42,597,257.96				

Homestead Exemption = \$500,722

Okaloosa County				
Current Homestead Exemption Amount	\$		50,722	
Additional Exemption Amount	\$		450,000	
Grand Total of Homestead Exemption	\$		500,722	
District Name	# of Accts W/Homestead	% of Accts Homesteaded	Tax Revenue Lost w/Exemption Increase	% of District's Ad Valorem Reduced
County	10,538	38%	\$ 31,394,927.29	-26.62%
Cinco Bayou	96	32%	\$ 52,325.29	-21.29%
Crestview	4,993	41%	\$ 4,255,736.11	-29.62%
Destin	3,437	22%	\$ 1,469,494.29	-9.87%
Fort Walton Beach	4,435	46%	\$ 2,855,483.90	-27.20%
Laurel Hill	135	22%	\$ 33,352.62	-25.87%
Mary Esther	994	49%	\$ 704,867.28	-29.22%
Niceville	3,846	51%	\$ 3,818,946.90	-44.62%
Shalimar	218	53%	\$ 115,614.07	-36.02%
Valparaiso	1,044	47%	\$ 1,063,844.91	-42.12%
Destin Fire District	1,137	6%	\$ 1,337,955.72	-12.31%
East Niceville Fire Dist.	1,253	60%	\$ 1,073,206.43	-58.73%
Florosa Fire District SW	1,673	45%	\$ 653,704.75	-37.10%
North Bay Fire Dist.	3,495	59%	\$ 1,963,878.31	-53.33%
Ocean City - Wright Fire Dist.	7,734	44%	\$ 3,799,714.34	-34.21%
Okaloosa Island Fire Dist.	431	11%	\$ 372,885.83	-5.56%
NWF Water Management District	45,460	40%	\$ 169,644.72	-26.56%
County MSTU	26,261	41%	\$ 1,361,756.02	-33.92%
Grand Total of Ad Valorem Taxes Reduced \$ 56,497,338.77				

TOTAL ELIMINATION

Okaloosa County				
Current Homestead Exemption Amount	\$	50,722		
Additional Exemption Amount	\$	10,000,000		
Grand Total of Homestead Exemption	\$	10,050,722		
District Name	# of Accts W/Homestead	% of Accts Homesteaded	Tax Revenue Lost w/Exemption Increase	% of District's Ad Valorem Reduced
County	10,538	38%	\$ 36,130,054.73	-30.64%
Cinco Bayou	96	32%	\$ 53,588.33	-21.81%
Crestview	4,993	41%	\$ 4,283,590.53	-29.81%
Destin	3,437	22%	\$ 2,060,349.53	-13.84%
Fort Walton Beach	4,435	46%	\$ 3,138,707.85	-29.90%
Laurel Hill	135	22%	\$ 33,621.35	-26.07%
Mary Esther	994	49%	\$ 809,406.38	-33.55%
Niceville	3,846	51%	\$ 4,294,726.71	-50.18%
Shalimar	218	53%	\$ 134,317.58	-41.85%
Valparaiso	1,044	47%	\$ 1,146,359.41	-45.39%
Destin Fire District	1,137	6%	\$ 2,034,190.55	-18.71%
East Niceville Fire Dist.	1,253	60%	\$ 1,216,215.12	-66.55%
Florosa Fire District SW	1,673	45%	\$ 702,971.05	-39.90%
North Bay Fire Dist.	3,495	59%	\$ 2,176,148.91	-59.09%
Ocean City - Wright Fire Dist.	7,734	44%	\$ 4,182,046.46	-37.65%
Okaloosa Island Fire Dist.	431	11%	\$ 424,610.59	-6.33%
NWF Water Management District	45,460	40%	\$ 195,231.32	-30.56%
County MSTU	26,261	41%	\$ 1,549,065.81	-38.59%
Grand Total of Ad Valorem Taxes Reduced \$ 64,565,202.21				

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 1, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Minutes of Standing Boards and Committees (**Informational Only**)

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:

1. 4-23-26 Harbor & Waterways Board
2. 5-6-26 BOA
3. 5-12-26 PWPS

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**MINUTES OF THE
HARBOR AND WATERWAYS BOARD MEETING
DESTIN CITY HALL ANNEX
APRIL 23, 2026 - 5:30 P.M.**

1. CALL TO ORDER:

Chairman Green called the meeting of the Thursday, April 23, 2026, Destin Harbor and Waterways Board meeting to at approximately 5:30 p.m., at Destin City Hall Annex, with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present:

Capt. Jim Green
John Stephens
Jerrod Hayden
Ryan Holloway
Bill McKissick
Guy Tadlock

Members Absent:

Staff:

Kim Montgomery Deputy City Clerk
Daniel Butler Principle Planner
Sherry Burney Planner
Kimberly Kopp City Attorney

3. AGENDA APPROVAL:

Motion to approve the agenda as presented was made by Vice Chairman Stephens, with Board member Holloway providing the second. The motion passed 6-0.

4. APPROVAL OF MINUTES:

➤ **October 23, 2026**

Motion to approve October 23, 2026 minutes as corrected was made by Board Stephens with Board member Tadlock providing the second. The motion passed 6-0.

➤ **March 26, 2026**

Motion by Board member Tadlock, seconded by Committee member Holloway to approve the minutes of the February 26, 2026 meeting, as written, the motion passed 6-0.

5. MEMBER COMMENTS:

➤ **Chairman Green – NPEB Fees / LPA Recommendation**

- Chairman Green asked whether the Board had made any movement on the proposed LPA fee recommendations.
- It was clarified that a motion had been made to support the LPA's recommended NPEB structure as presented.
- The proposed fees were discussed:
 - \$50 per year for residential slips.
 - \$100 per year for commercial slips.
- He questioned whether the fee applied to docks or slips.

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- It was clarified that the fee applies to slips, not docks.
- Homestead-exempt properties were discussed and factored in.
- The estimated revenue was approximately \$73,000 per year after exemptions.
- The estimated operating cost was approximately \$60,000 per year.

❖ **Concerns About Fairness**

- Chairman Green expressed concern that the fee structure seemed one-sided.
- The concern was that some residents who live on the harbor and use the waterway daily don't pay anything, if exempted.
- He stated that he feels commercial entities carry more of the burden, but those who directly benefit from waterfront access, and increased property values should contribute to waterway maintenance.
- It was agreed that the plan was generally good but still needed some tweaking.

- Vice Chairman Stephens stated that the Board had limited opportunity to amend the LPA's recommendation because of time limitations.
- The members were informed the issue would go forward to City Council and that they could speak to Council directly.
- Mr. Butler explained:
 - The LPA's recommendation would be included in the Council packet.
 - The LPA is the board that formally recommends ordinance changes.
- Mr. Butler also mentioned the board could send a representative to City Council to voice concerns.
 - He noted that the NPEB fee issue had been discussed for quite some time and it needs to move forward.

➤ **Vice Chairman Stephens - Work Plan Item, Life Jacket Loaner Program**

- Vice Chairman Stephens provided the members with his latest Work Plan - Life Jacket Loaner Program for discussion.
 - The program would provide free loaner life jackets at public water access locations.
 - The initial proposed location was Joe's Bayou Boat Launch.
 - The concept included:
 - A possible stand or kiosk with life jackets.
 - Signage explaining the program.
 - An honor-system process allowing users to borrow and return life jackets.
- It was noted that Bay County recently started a similar life jacket program, reportedly funded by Florida Power & Light.
 - He suggested pursuing a comparable model or seek external support.
- The program could be board-led and monitored by the Harbor and Waterways Board.
 - Possible board involvement could include:
 - Visiting the site on a rotating basis.
 - Checking in at the kiosk approximately once per month.

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- Monitoring inventory.
 - Identifying when life jackets need to be replaced.
- Vice Chairman Stephens explained that the program was not expected to be expensive.
 - Several grant or support options were identified, including:
 - BoatUS Foundation Life Jacket Loaner Program, which offers discounted life jackets.
 - Sea Tow Foundation Life Jacket Loaner Program, which can provide a starter kit.
 - A possible hybrid approach was discussed:
 - Use the Sea Tow Foundation starter kit to establish the program.
 - Use BoatUS or another source to purchase replacement life jackets at a discount.
- Discounted life jackets may cost approximately \$11 to \$16 each, depending on size.
- The Board members discussed the possibility of expanding the program in the future if the initial pilot is successful.
 - Potential future locations included:
 - Clement Taylor Park.
 - Captain Leonard Destin Park.
 - Norriego Point, if applicable.
 - Other City water access or swimming areas.
- It was clarified that the program would not require staffing.
 - The kiosk would operate as an unmanned honor-system program.
 - Users would borrow a life jacket and return it when finished.
 - If life jackets were not returned, the city or program partners would need to replenish inventory.
- A Board member stated that Joe's Bayou would be a good starting location because city staff are often present there during the summer.
 - The members also support future expansion, if the program proves successful.
- The Board discussed the Sea Tow Foundation materials.
 - It was noted that the program may include stickers or imprinting to mark the jackets as loaner life jackets.
 - The Board discussed whether replacement life jackets should be purchased from the same organization that provides the starter kit, if available, to support the program provider.
- Several Board members expressed support for the program.
 - One member noted that life jackets can be lost in transit or forgotten, and having loaners available could provide an important safety backup.
 - Another example discussed was a family arriving with a child who does not have an appropriate life jacket.

➤ **Liability Discussion**

- Board member Tadlock raised concerns about potential liability associated with the program.

- Noting that, under Florida law, the boat operator or boat owner is responsible for ensuring required safety equipment and appropriate life preservers are on board.
- In discussion, the members spoke of how liability could be minimized if kiosks remained unmanned and operated strictly on an honor system where the people would be responsible to choosing their own size of life jacket and return them once back to the docks where the kiosk is located.
- Signage would help users determine which life jacket they need.
- This approach was viewed as consistent with minimizing city involvement in individual fitting or distribution decisions.
- A Board member suggested that the program could eventually include life jackets for children at beach areas in coordination with lifeguards.
 - The member noted concerns about children using arm floaties and suggested that properly fitted life jackets could be a safer alternative.
 - The Board discussed adding this as a potential future action item after piloting the program at Joe's Bayou.
- The City Attorney was asked about liability and indemnification.
 - The City Attorney stated that the city has protections including:
 - Sovereign immunity.
 - Insurance coverage.
 - She explained that the city could still be sued if negligence were alleged, even if the city is providing a free public service.
 - The statutory cap on liability was stated to generally be \$200,000.
 - She mentioned that the Board should consider the issue as a cost-benefit analysis: whether the public safety benefit outweighs the risk.

➤ **Donations and Support**

- Board member Holloway supports beginning the program at Joe's Bayou.
 - Reasons included:
 - The planned beach/play area.
 - The boat launch.
 - The ability to test the program at a site where city employees may already be present during the day.
 - He stated that his waterways-based companies, Holloway Yachts and Fishing Fun Destin, would be willing to donate toward the program.
 - Possible donations discussed included:
 - Building or contributing toward a covered kiosk or stand.
 - Making a financial contribution.
 - Recognition on signage for donations.

The Board discussed how to move the program forward.

- It was suggested that the Board accept the Life Jacket Loaner Program work plan.

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- It was noted that specific program details, such as which vendor or foundation to use, could be brought back later for further discussion.

Motion was made by Chairman Stephens to accept the Life Jacket Loaner Program work plan with Board member McKissick providing the second. In discussion, question was asked whether the Board needed to decide which specific program or foundation to use at that time. Mr. Butler stated that the decision could be addressed later as the work plan progresses with options and possible action. **The motion passed 6-0**

➤ **Chairman Green**

❖ **Discussion: NPEB Fees and Ordinance Process**

- The Board returned to a prior discussion regarding fees, specifically the NPEB fee structure.
 - Chairman Green asked whether the item going to City Council would be a first reading.
 - Mr. Butler confirmed that it would be going for the first reading and explained the ordinance process:
 - The ordinance would go before City Council for first reading.
 - Board members and others may provide opinions, comments, or concerns.
 - City Council may at that point:
 - Recommend approval as drafted.
 - Recommend approval with revisions.
 - If revisions are directed, staff will revise the ordinance before it returns for second reading.
 - The ordinance must have two readings.
- The City Attorney added that if changes are made at first reading, whether the ordinance must return for another first reading depends on the significance of the changes.
 - If the title provided sufficient notice and the changes are minor, it may proceed to second reading.
 - If changes are significant, it may need to return for another first reading.
- A Board member expressed disagreement with the idea of having one person represent the Board at the City Council meeting.
 - The member stated that each Board member may have a different opinion.
 - It was suggested that members attend and speak as individual citizens rather than having one person speak for the entire Board.

❖ **Discussion: Applicability of Fees**

- The members discussed whether all waterways such as Indian Bayou, Joe's Bayou, Marler Bayou, and Destin Harbor were all included.

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- Mr. Butler stated that, as proposed, the fees apply only to slips within the harbor.
- Staff explained that the current NPEB fee is only applicable to projects in the harbor, and the proposed changes maintain that consistency.
- Some concerns were broached that it seems that only harbor properties were being targeted.
- Others suggested that all waterfront homes in the city should pay a smaller amount, which might generate the same revenue or more, while spreading the cost more broadly and fairly.
- A question was asked about where the fees go.
 - Staff stated that there is a account set up for NPEB funds.
 - Staff stated that the Board could make recommendations on how those funds are spent, though confirmation with Finance was needed.
- Current or potential uses of NPEB funds were discussed, including:
 - Water quality studies.
 - Oil catchers.
 - Stormwater outfalls along Highway 98.
 - Dredging.
- Vice Chairman Stephens mentioned how water quality testing is not limited to Destin Harbor.
 - Locations such as Marler Bayou and Joe's Bayou are included.
- Staff clarified that water quality testing is handled through a separate budget line and not through the Choctawhatchee Bay Alliance.
- Several Board members expressed concern that property owners outside the harbor also benefit from clean waterways but do not contribute to the fund.
 - Members stated that waterfront property values are enhanced by clean waterways.
 - Some members felt that broader participation would be more equitable.
 - The member expressed concern that existing water quality data appears inconsistent and that the water quality problems may be caused by boats illegally discharging holding tanks.
- The members suggested that, at some point, the city may need a consultant to:
 - Review available water quality data.
 - Evaluate conditions in the harbor.
 - Examine outfalls entering the harbor.
 - Help determine causes of water quality issues.
- Additional potential sources of pollution were discussed, including:
 - Boats discharging holding tanks.
 - Fish cleaning waste and fish guts being thrown overboard.
- The Board members also discussed whether Okaloosa County and the Tourist Development Council should contribute to harbor-related costs.
 - The members noted that the harbor is heavily marketed as a tourism draw.

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- Some members stated that the County and TDC should have a financial role in maintaining and supporting the harbor.

❖ **Point Mezzanine / Prior NPEB Payment Discussion**

- The members discussed whether there was anything the city could do to ensure that, if a major dock is ever built or rebuilt, the NPEB fee is paid to the city rather than another entity.
 - The discussion specifically referenced the similar situation that involved the Point One Mezzanine.
- The City Attorney explained that, generally, NPEB fees are paid to the city unless City Council declines or redirects the payment.
 - A prior situation in which the sitting Council had indicated an unwillingness to accept payment because it did not want to approve the development.
 - It was stated that the money ultimately was not avoided but was redirected elsewhere at that time.
 - The City Attorney stated that there is not generally a workaround unless Council grants one.
 - She indicated she did not anticipate the City Council to do so in the future.

➤ **Discussion: Management of State-Owned Park / Point Mezzanine Area**

- The City Attorney provided the following update:
 - The City Council had passed Resolution 26-05, stating that the city would like to obtain a lease from the State for the property.
 - The State owns the property.
 - The city proposed leasing the property from the State and preparing the required management plan within one year of receiving the lease.
 - The city also stated it would fund
 - \$5 million, matching a county-related funding discussion.
- She spoke of how city staff and Council members appeared before the Board of County Commissioners to ask the county to support the city's resolution.
 - The city requested that the county support Destin leasing and managing the park.
 - The city's preferred approach was for the city and county to jointly go to the State and state that the county supported the city managing the property.
- The Board of County Commissioners did not approve that request as presented.
 - Commissioner Paul Mixon made a motion to have representatives from the city and county go to the State and ask who the State intended to manage the park.
 - The representatives identified were:
 - Commissioner Palmer.
 - Council Member Destin.
 - The City Attorney.
 - The County Attorney.

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- The City Attorney explained that documentation presented to the State Cabinet during the purchase process included references to the County managing the park.
 - She stated that it was unclear whether that material was part of the transaction.
 - The management entity was not included in the contract or as a deed restriction.
 - However, DEP has indicated that the Cabinet may view the county management reference as material.
- She stated that if the State gives the lease to the county, the city will still retain land use and zoning authority.
 - The county would need to come to the city for approvals such as:
 - Comprehensive plan amendments.
 - Rezoning.
 - Development order amendments.
 - She also noted that the docks currently do not have a certificate of occupancy for non-residential use and were tied to approvals that were an assumed condominium use.
- It was noted that the Board of County Commissioners vote was 3-2.
 - Commissioners Carolyn Ketchel and Sherry Cox supported the city's position.
 - Commissioner Paul Mixon made the motion to go to the State without specifically supporting the city.
 - Commissioner Drew Palmer and Chairman Trey Goodwin supported Commissioner Mixon's motion.
- The City Attorney stated that many Destin residents and Council members attended and spoke in support of the city's position.
- The Board members discussed possible motivations behind the County's position.
 - One suggestion was that the county may want the State to make the decision.
 - Another member speculated that the county may want some role or influence if the City ultimately manages the property.
 - The City Attorney declined to speculate in detail but acknowledged that there may be interests involved.
 - FDEP representatives had indicated the property is currently viewed as a county park because of documentation submitted during the Cabinet approval process.
 - However, the City Attorney also understood that the arrangement could possibly be changed if the city and county agreed.
 - If the city and county do not agree, the current interpretation may remain.
- She stated she would provide an update after the directed meeting with State representatives.

➤ **Next meeting: May 28, 2026**

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6. ADJOURNMENT:

With there being no further discussion, the meeting adjourned at 6:35 p.m.

Adopted and approved this _____ day of _____ 2026.

Capt. Jim Green, Chairman

Kim Montgomery, Deputy City Clerk

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**BOARD
OF ADJUSTMENT
DESTIN CITY HALL ANNEX CHAMBERS
WEDNESDAY, MAY 6, 2026
5:30 P.M.**

1. CALL TO ORDER:

Chairman Weidenhamer called the Board of Adjustment Meeting to order at 5:30 p.m., on Wednesday, May 4, 2026, at Destin City Hall Annex Chambers.

2. ROLL CALL & PLEDGE OF ALLEGIANCE:

Present:

Tom Weidenhamer
James Moomaw
Lance Johnson
Allan Osbourne
Ross Haynes
Stephanie Rowe

Absent:

Staff Present:

Kim Montgomery, Deputy City Clerk
Jesse Hernandez Senior Planner
Chris Rush Planner
Kim Kopp City Attorney

4. AGENDA APPROVAL:

Chairman Weidenhamer asked if there needed to be any changes to the agenda. The City Attorney announced that she needed to provide the new members with a review of the Sunshine and Public Records Law. Chairman Weidenhamer approved the agenda with the addition of the Sunshine and Public Records Law presentation.

➤ **Sunshine Law and Public Records:**

- Ethics
- Sunshine Law
- Public Records Law

She then proceeded to lay out the foundation of the above items covering the following:

- Code of Ethics
- Government in the Sunshine Law
- Public Records Law
- Robert's Rules of Order
- Quasi-Judicial Hearing Procedures

5. APPROVAL OF MINUTES:

➤ **February 4, 2025 Minutes**

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Motion to approve the February 4, 2025 minutes as written was made by Vice Chairman Johnson with Board member Moomaw providing the second. Motion passed 6-0.

6. NEW BUSINESS:

- **Case No. PZ 2026-48 35000 Emerald Coast Parkway Variance – This item was continued to June 3, 2026.**

Case No. PZ 2026-57, 21 Pine Ridge Trace - Mr. Craig Shultz

Mr. Chris Rush Planner, presented the variance request for property located at 21 Pine Ridge Trace and explained that the applicant is requesting a Variance for relief from the following:

- Land Development Code Section 7.12.08, Table 7-3
- Specifically, a reduction of the required 20-foot front setback along Trail Court to 13 feet.
- The property is a corner lot within the MDR-V zoning district.
- Corner lots require two front setbacks under the Land Development Code definition of front yard setback.
- Size: 0.16 acres
- Zoning: Medium Density Residential Village (MDR-V)
- Future Land Use: Medium Density Residential.
- The subdivision was originally designed for townhomes.
- Five-foot setbacks were established in the original plat configuration.
- The city had vacated a 30-foot environmental preservation area west of the property.
- Additional land was granted to the applicant's lot by a Vacation of Right-of-way of an environmental preservation area that ran down the middle of the back of the property.
- The applicant could potentially construct the addition on the west side if all LDC requirements were met.

Mr. Rush stated that staff did not receive any public comments regarding the request, however, staff recommends denial since the request does not meet all six of the requirements in order to grant said Variance.

❖ Applicant Presentation – Craig Shultz

- The applicant Mr. Craig Shultz explained:
 - The requested addition would provide additional living space for his growing family in a house that has two bedrooms and two baths.
 - Because of the current economy, the family wishes to remain in the neighborhood rather than relocate.
- The proposed addition included:

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- A bedroom
- An office
- Potential storage space for electric bikes and other items.
- Mr. Shultz stated:
 - The lot configuration made expansion toward the rear impractical.
 - The property is located adjacent to a dead-end cul-de-sac with no utilities running along the requested variance side.
 - He referenced nearby properties with similar setback conditions and stated neighboring property owners did not object to the proposal. The applicant explained:
 - The requested addition would provide additional living space for his growing family in a house that has two bedrooms and two baths.
 - The family wishes to remain in the neighborhood rather than relocate.
 - The proposed addition included:
 - A bedroom
 - An office
 - Potential storage space for electric bikes.

According to Mr. Schultz:

- The lot configuration made expansion toward the rear impractical.
- The property is located adjacent to a dead-end cul-de-sac with no utilities running along the requested variance side.
- The applicant referenced nearby properties with similar setback conditions and stated neighboring property owners did not object to the proposal.

Mr. Hernandez spoke of the unusual subdivision layout that was originally intended for townhomes and how when the decision was made at some point to not continue building the townhomes, however, the subdivision was never replatted, so the setbacks stayed the same.

- Existing neighborhood conditions and nonconforming structures.
- The former environmental preservation area was originally in place as a buffer from the airport and over the years, the homeowners built nonconforming structures into it.
- Variance requests are evaluated individually based on the six variance criteria.
- Existing nonconformities do not automatically justify additional variances.
- Existing structures within formerly protected environmental areas.
- The practical configuration of the home and cul-de-sac.
- Concerns regarding future variance requests related to boat storage or additional site modifications.

Chairman Weidenhamer opened the hearing for additional public input, with no one coming forward to speak, he closed the public and made the following motion:

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Chairman Weidenhamer made the motion to approve the Variance Request PZ-2026-57 located at 21 Pine Ridge Trace, with Board member Rowe providing the second.

In discussion, the board members discussed:

- The unusual subdivision layout was originally intended for townhomes.
- Existing neighborhood conditions and nonconforming structures.
- The former environmental preservation area and its prior use.
- Board member Osborne questioned whether:
 - Granting the variance would establish precedent.
 - Potential impacts on neighboring property values and future appraisals.
 - Would the request create a special privilege not available to other property owners.
- Mr. Hernandez clarified:
 - Variance requests are evaluated individually based on the six variance criteria.
 - Existing nonconformities do not automatically justify additional variances.

With no additional input from staff or the Board members, Chairman Weidenhamer called for the vote and the motion passed 4-2 with Board members Osborne and Haynes dissenting.

7. ADJOURNMENT:

There being no further business, the meeting was adjourned at 6:15 p.m.

Adopted and approved this _____ day of _____ 2026.

Tom Weidenhamer, Chairman

Kim Montgomery, Deputy City Clerk

**PUBLIC WORKS/PUBLIC SAFETY
COMMITTEE MEETING MINUTES
DESTIN CITY HALL ANNEX CHAMBERS
TUESDAY, MAY 12, 2026 - 5:30 PM**

1. CALL TO ORDER & PLEDGE OF ALLEGANCE:

Vice Chairman Green called the Public Works/Public Safety Committee to order on Tuesday, May 12, 2026, at 5:30 p.m. at the City Hall Annex Chambers, with the Pledge of Allegiance immediately following.

2. ROLL CALL:

Members Present

John Green
Tom Weidenhamer
Andrea Ansley
Curtis Smith
Tammy Weidenhamer

Members Absent

James T. Wood, Jr.
Marcie Bell

Staff Present:

Kim Montgomery Deputy City Clerk
Joe Bodi, Deputy Public Works Director

3. APPROVAL OF AGENDA:

Motion to approve the agenda with no changes was made by Committee member Smith, with Committee member Weidenhamer providing the second. The motion passed 5-0.

4. APPROVAL OF MINUTES:

➤ **April 14, 2026**

Motion to approve the minutes of the April 14, 2026 meeting was made by Committee member Ansley with Committee member Weidenhamer providing the second. The motion passed 5-0.

5. NEW BUSINESS:

- Mr. Bodi presented the final group of roadways proposed for resurfacing and striping as part of the Fiscal Year 2026 paving program.
- Proposed roadway projects include:
 - Gulf Shore Drive from Sandpiper Cove to the first cul-de-sac.
 - Airport Road eastern section from Airport Curve to U.S. Highway 98, including repaving and striping.
 - Misty Way.
 - North Lakeside Drive.
 - Driftwood Lane.
 - Driftwood Court.
 - Park Court.
 - Flamingo Drive.
 - Spring Lake Drive and associated cul-de-sacs.

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- Elyse Lane.
- Kent Lane.

According to Mr. Bodi these projects would utilize nearly all remaining resurfacing funds for FY 2026 with about \$3.4M left for the year.

- Gulf Shore Drive and Airport Road were identified as the final two roads scheduled for resurfacing due to seasonal traffic concerns.
 - Mr. Bodi indicated paving would not begin during the summer season.
 - Construction is expected to begin after August or possibly after September.
- Residential streets and collector roads will be repaved earlier in the schedule.
- Public Works Mr. Bodi and the City Engineer will conduct on-site reviews to determine whether milling will be required on each roadway.
- Mr. Bodi noted some locations would require full-depth roadway reclamation and repairs.
 - Those repairs are not included within the resurfacing contract amount.
 - Additional available funds will be used for localized full-depth repairs where necessary.
- The work for stop bars and crosswalks on local roads will be completed by Public Works crews.
- Total projected budget impact for the resurfacing program was estimated at approximately \$3.1 million.
- He reported approximately \$3.4 million remains available in the paving budget for the fiscal year.
- Mr. Bodi requested the committee’s recommendation to forward the resurfacing and striping package to the City Council for approval.

❖ **Discussion Regarding Linear Trail Project and Airport Road**

- Committee member Smith asked about the timeline for the Linear Trail project and whether Airport Road intersection improvements associated with that project would affect the resurfacing schedule.
- Mr. Bodi explained:
 - Intersection improvements at Airport Road and Commons Drive primarily involve signal modifications and pedestrian crossing equipment.
 - The resurfacing project would not significantly impact those future improvements.
 - The Linear Trail-related intersection work is included in the City’s five-year CIP.
 - Construction is not anticipated until Fiscal Year 2028 or 2029.

Motion by Committee member Tom Weidenhamer, seconded by Committee member Ansley, that the Committee recommend approval to engage the city's continuing services contractors to resurface & stripe the list of roadways as identified, including the adjustment modifications and forward to City Council for final approval & execution of work.

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- Prior to the vote, Committee member Ansley requested clarification regarding modifications previously discussed at Spring Lake Drive and Beach Circle.
- Mr. Bodi confirmed:
 - The recommendation includes replacement of the school zone beacon.
 - He explained that the Engineering dept. has evaluated it and determined that by narrowing the approximately 70-foot roadway opening to roughly 40 feet. would reduce pedestrian-vehicle conflict exposure by approximately 10 seconds.
 - The work primarily involves asphalt removal rather than additional paving.
 - The modification will be incorporated into the Spring Lake Drive resurfacing project.

With no further discussion on the topic, Vice Chairman Green called for the vote and the motion passed with a unanimous vote of 5-0.

❖ Vice Chairman Green - Airport Road Drainage Concerns

- Vice Chairman Green raised concerns regarding substantial puddling and drainage issues along Airport Road.
 - Areas mentioned included the airport entrance and two locations on the south side of the roadway.
 - Standing water was described as significant enough to splash across vehicle windshields.
- Mr. Bodi requested specific locations to allow closer inspection and also noted the following:
 - The airport entrance had previously been repaved.
 - The south side segment from the curve to U.S. Highway 98 is included in the current resurfacing project.
 - Additional available funds may allow corrective drainage work if needed.
- Committee member Smith emphasized making drainage evaluations a standard part of roadway resurfacing inspections.
- Mr. Bodi responded that drainage evaluations are already incorporated into project reviews and are part of the reason some locations receive full-depth repairs and regrading.
- He additionally stated staff was not previously aware of the Airport Road drainage concerns and would investigate once locations are identified.
- Vice Chairman Green agreed to provide exact locations.

➤ Project Updates

- Mr. Bodi provided updates on ongoing Public Works projects.
 - Dalton Threadgill Parking Addition stems from a recent property acquisition and is currently in the design phase for additional parking.
 - Scenic Highway 98 Median Maintenance Update
 - Maintenance responsibilities for the medians were transferred to individual homeowner's associations through hold harmless and maintenance agreements dating back to 2010.
 - Some maintenance work has already been completed.

- Mr. Bodi stated they would continue reviewing conditions to determine if additional improvements are needed.

❖ **Bridge Committee and FDOT Bridge Update**

- Committee member Bell requested an update regarding the status of the FDOT bridge committee.
- Mr. Bodi stated:
 - The committee is currently on hold since FDOT has shifted direction toward rehabilitation of the existing bridge instead of replacement.
- Committee members questioned:
 - Why was the bridge replacement postponed.
 - Whether state clearance requirements still apply.
 - The anticipated timeline for future replacement.
- Mr. Bodi explained:
 - FDOT currently lacks funding necessary for both design and construction of a new bridge.
 - FDOT prefers not to advance bridge replacement projects until full funding is secured.
 - The earliest potential timeline for replacement may be approximately 15 years.
 - FDOT does have funding available for substantial rehabilitation work on the existing bridge.

❖ **Azalea Drive Speed Limit Sign Update**

- Mr. Bodi reported that a work order had been completed to realign the speed limit sign on Azalea Drive to improve visibility for drivers.

❖ **Public Comment – Indian Trail Drainage and Airport Questions**

- Mr. Joe Fitzpatrick addressed the committee regarding drainage concerns along Indian Trail.
- He stated:
 - City Council is currently pursuing an easement related to drainage studies in the area.
 - He is seeking clarification regarding committee roles and responsibilities.
 - He asked whether drainage plans associated with the Destin Executive Airport taxiway project are reviewed by the committee.
- Mr. Bodi responded:
 - Airport drainage plans generally proceed through the development order review process involving Planning, Engineering, and the Building Department.
 - Such projects do not typically come before the Public Works & Safety Committee.
 - Mr. Fitzpatrick also asked about the City’s stormwater interactive map.
- Mr. Bodi explained the map is managed primarily through Engineering and GIS, rather than this committee.

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- Mr. Fitzpatrick further asked whether drainage projects resulting from future City resolutions would eventually be reviewed by the committee.
- Mr. Bodi explained:
 - Public Works projects of that nature may come before the committee as project updates similar to the Mattie Kelly outfall project.

❖ **Additional Member Comments**

- Committee member Tammy Weidenhamer asked about plans for replacement of the airport fence removed near the sidewalk area.
- Mr. Bodi responded with the following:
 - A permit had been issued for fence removal.
 - Mr. Bodi was uncertain whether replacement fencing was included in the permit.
 - Mr. Bodi agreed to investigate and provide an update at the next meeting.
- She then asked about the status of striping improvements on Kelly Street.
- According to Mr. Bodi:
 - The project has already been approved by City Council.
 - A purchase order has been issued.
 - Scheduling with the striping contractor is underway.
 - Commons Drive striping is included with the project.
- Committee members noted appreciation for neighborhood inspections and stated the improvements would enhance the appearance of the city.

6. CONTINUING BUSINESS:

➤ **Stormwater/Floodplain Public Comments**

Vice Chairman Green opened the floor for public comments on this item. With no one coming forward, he closed the public discussion on the Stormwater/Floodplain Public Comments.

7. ADJOURNMENT:

Having no further business at this time, the meeting adjourned at 6:00 p.m.

Adopted and approved this _____ day of _____ 2026.

John Green Vice Chairman

Kim Montgomery Deputy City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 1, 2026
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.F.

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

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: June 1, 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: May 22, 2026

SUBJECT: Second 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 NPEB 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.

May 18, 2026 City Council:

At the regularly scheduled City Council meeting on May 18, 2026, the Council voted to approve Ordinance 26-06-LC on first reading with no changes to the current NPEB structure. The Council also requested an update on how NPEB fees are assessed and collected during the building permit process. A memo summarizing the procedure is attached.

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 - 69,000 per year. A desk review shows there are 4 commercial property owners that have 40 to 43 slips, and on this scale they would pay \$5000-\$5375 per year. The most common is 9 or less slips, and these owners would pay \$500 to \$2250 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

No Changes To Current NPEB Fee Structure

1. I move that the City Council approve proposed Ordinance 26-06-LC on second 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 #1

2. I move that the City Council approve proposed Ordinance 26-06-LC on second reading with Section 7.03.05 (NPEB) revised to reflect non-homesteaded residential boat slips will be assessed an annual NPEB fee of \$50 per slip and commercial boat slips will be assessed an annual NPEB fee of \$100 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.

LPA Proposal #2

3. I move that the City Council approve proposed Ordinance 26-06-LC on second 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

4. 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.

5. I move that the City Council approve proposed Ordinance 26-06-LC on first reading with the NPEB fee 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 - June 1 CC

ITEM # 2026-778

3. NPEB Valuation and Assessment
4. 2-19-26 LPA Minutes
5. City Council Workshop Minutes Article
7
6. NPEB Fee Summary W Trend rv 2026
0319
7. Ord. 26-06-LC Business Impact
Statement
8. 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 1.01 (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, Chapter 163, Part II, of Florida Statutes, entitled the Community Planning Act ("Act"), empowers and requires the City Council to plan for the City’s future development and growth and to adopt and amend its Land Development Code, or elements of portions thereof, to guide the future growth and development of the City; and

WHEREAS, a comprehensive review of the entire Land Development Code has not taken place in some time; and

WHEREAS, the City Council has a goal of updating the Land Development Code to promote consistency with the latest state and federal laws, as well as best practices for land development in Florida; and

WHEREAS, the City Council has undertaken an effort to rewrite portions of its Land Development Code (“LDC”) to improve usability, implement missing elements of the Comprehensive Plan, and modernize development standards; and

WHEREAS, the City Council desires to clean up items in the LDC related to inconsistencies in the existing code, problems identified in the course of everyday implementation, or items that were missing or outdated due to changes in the City’s practices or development

typologies; and

WHEREAS, the City Council endeavors to modernize the LDC by addressing items that will result in structural improvements to the LDC or areas where best practices have changed significantly since the relevant regulations were last updated; and

WHEREAS, the City Council desires to improve areas of development and land use that are insufficiently addressed by the current code; and

WHEREAS, the City Council desires to maintain the quality of life for City residents by protecting environmental resources, protecting existing neighborhoods, and protecting wildlife areas and natural amenities; and

WHEREAS, the City Council seeks to discourage sprawl development and provide guidance for infill development; and

WHEREAS, 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, underline language is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol * represents sections of the Land Development Code that have been skipped and remain unchanged.**

SECTION 3. Article 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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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

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- 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.

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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.

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- 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.

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- 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 (NFWWMD) 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.

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- 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. Expediently 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.

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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

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- 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).

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- B. The Local Government Comprehensive Planning and Land Development Regulation Act (LGCPDRA) 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 (NFWFMD) 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, NFWFMD 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,

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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.

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- 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. Liberal 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

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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

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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

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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.

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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.

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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.C of 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

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- 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

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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

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- 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;

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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.

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- 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

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- 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.

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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:

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- 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:

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- 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

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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.]

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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.

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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.]

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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.

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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

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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:

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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

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- 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	
<u>Dock Location</u>	<u>Maximum Length Allowed</u>
<u>Any waterfront property not adjacent to Choctawhatchee Bay or</u>	<u>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.</u>

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<u>zoned South Harbor Mixed Use (SHMU)</u>	
<u>Waterfront property with uplands zoned South Harbor Mixed Use (SHMU)</u>	<u>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.</u>
<u>Waterfront property adjacent to Choctawhatchee Bay.</u>	<u>1.5 times the width of the lot at the mean high-water line, or 200 feet, whichever is less.</u>
<u>Waterfront Property with less than 50 feet of waterfront shoreline.</u>	<u>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</u>

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.

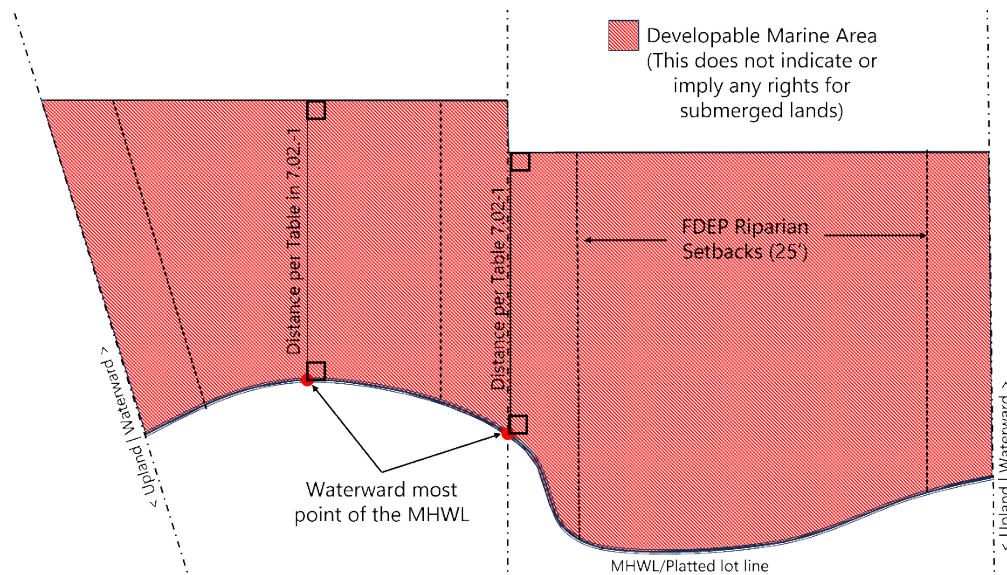


Figure 7.02-1: Dock Length

- 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, equal to 25 percent of the cost of construction, shall be made to the City of Destin by the applicant prior to the issuance of a building permit for each construction project authorized by this Article, which is located within the Destin Harbor.

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.

EXHIBIT 'A'

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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.

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- (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,

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City of Destin, FL - Article 7 - Resource Conservation, Protection, Resiliency, and Sustainability

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.

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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.

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- 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).

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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').

EXHIBIT 'A'

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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.



Community Development Department

Office of the Director

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119 | Fax: 850-460-2171 | www.cityofdestin.com

At the May 18, 2026, City Council meeting, it was requested that Staff provide a summary of the process used to calculate and assess the Net Positive Environmental Benefit (NPEB) Fee during the building permit process. Per the City's Comprehensive Plan and Section 11.05.02 of the Land Development Code, the NPEB fee is applicable to construction occurring waterward of the mean high-water line within the Destin Harbor and is equal to twenty-five percent (25%) of the cost of construction.

Fee Valuation Procedure

At the April 7, 2026, Council meeting, the City's Building Official presented a Permit Valuation Validation Process (attached) based on industry standards that was put into effect on April 1, 2026. The minimum marine permit valuation standards included in the process are:

Typical marine construction ranges (Florida Gulf Coast rough averages):

- Dock projects: \$70 - \$100 per sq ft
- Seawalls: \$200 - \$600 per linear ft (wood, vinyl, metal sheet pile)
- Boat lifts: \$8,000 - \$18,000 each (6,000 Ib. to 16,000 Ib.)
- Riprap: \$400 - \$900 per linear ft

When a building permit application is submitted, Staff verifies the type of construction proposed and ensures the valuation for materials and labor stated on the application falls within the acceptable range as outlined above. If a valuation provided for materials and labor fall short, the plan reviewer is to write a review comment stating: "The cost for materials and labor provided are below the industry standards. Provide the accurate cost for materials and labor for your project or provide your written detailed cost estimate as provided to the customer."

Fee Assessment Procedure

There are two safeguards in place in the City's permitting software (MGO) to ensure that NPEB fees are assessed for all applicable permits. First, the NPEB fees are an item on the permit review checklist used by Planning to review all Marine Construction Permits. When it is identified that an NPEB fee is required, the permit reviewer will add a note within the permit comments that a fee is due. Additionally, the NPEB fee is a step in the workflow within MGO for all Marine Construction permit types. This step requires that the fee must be manually marked by a Permit Technician as either assessed or not required prior to the final invoice being generated in the system. This prompts the Permit Technician to double check with Planning again and verify if a fee is due or not prior to the invoice being sent to the applicant. Once the invoice is sent, permits are not released by MGO until all fees have been paid, including the NPE fee, if required.



Community Development

Building Division

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Permit Valuation Validation Process

Effective April 1, 2026

A. Purpose

This process has been created to implement standards for validating permit cost entries for materials and labor upon permit application submittal and review.

B. Scope

The provision set forth in this process shall apply to owners, contractors and other permit applicants who submit permit applications within the City of Destin.

C. Directives

The review of permit applications cost of material and labor shall be compared to the following standards for validation as set forth on the following pages. If a valuation provided for materials and labor fall short, the plan reviewer is to write a review comment stating: The cost for materials and labor provided are below the industry standards. **“Provide the accurate cost for materials and labor for your project or provide your written detailed cost estimate as provided to the customer”**.

D. Authority

The authority to revise this process is reserved to the City Managers or his/her designee.

Noell D. Bell

Noell Bell, CBO

4/1/2026

Date

Permit Cost Validation Process:

Compare With Industry Cost References

Validate the estimate using standard cost references.

Construction cost databases

- ICC Building Valuation Data
- RSMeans Construction Cost Data
- Marshall & Swift Valuation Service

International Code Council (ICC) Building Valuation Data (BVD) as a *minimum cost per sq. ft. and apply local coastal multiplier*

Local Coastal Multiplier

Coastal Florida cities apply:

- 1.10 – 1.20 multiplier for wind zone requirements

This is due to local coastal conditions, wind load requirements and windborne debris region:

- Impact glazing
- Enhanced uplift connectors
- Corrosion-resistant materials
- Flood elevation compliance
- High insurance-driven standards

Interior Remodel valuation standards:

Type	Minimum \$/SF
Light cosmetic	\$40–\$60/sf (tub/shower, flooring, countertops, painting, light trim, etc.)
Medium size reno	\$61 - \$99/sf (full bath and kitchen, trim, flooring, painting, etc.)
Full gut residential	\$100–\$150/sf (full dwelling interior reno and windows, doors, siding, flooring, etc.)
Commercial Business	\$100 - \$150/sf (light to full)
Restaurant	\$150–\$250/sf (light to full)
Hospitality remodel	\$200+/sf (Light to full)

Minimum marine permit valuation standards:

Typical marine construction ranges (Florida Gulf Coast rough averages):

- Dock projects: \$70 - \$100 per sq ft
- Seawalls: \$200 - \$600 per linear ft (wood, vinyl, metal sheet pile)
- Boat lifts: \$8,000 - \$18,000 each (6,000 lb. to 16,000 lb.)
- Riprap: \$400 - \$900 per linear ft

Roof permit valuation standards:**Northwest Florida Roofing Permit Valuation Guide**

- *(baseline values for permit review)*

Roofing System	Typical Installed Cost per Sq Ft	Cost per Roofing Square (100 sq ft)	Suggested Permit Valuation Baseline
3-Tab Shingles	\$4.50 – \$5.50	\$450 – \$550	\$5.00 / sq ft
Architectural Shingles	\$5.50 – \$7.50	\$550 – \$750	\$6.00 / sq ft
Impact Resistant Shingles	\$7.50 – \$9.50	\$750 – \$950	\$8.00 / sq ft
Metal Roof over Shingles	\$6.00 – \$9.00	\$600 – \$900	\$7.00 / sq ft
New Screw-Down Metal Roof	\$8.00 – \$12.00	\$800 – \$1,200	\$9.00 / sq ft
Standing Seam Metal Roof	\$12.00 – \$20.00	\$1,200 – \$2,000	\$15.00 / sq ft
Flat Roof (Modified Bitumen / TPO)	\$7.00 – \$12.00	\$700 – \$1,200	\$9.00 / sq ft
Tile Roof (Concrete/Clay)	\$15.00 – \$30.00	\$1,500 – \$3,000	\$20.00 / sq ft

- **Common Roof Sizes (Panhandle Homes)**

Roof Area	Shingle	Metal Over Shingle	Standing Seam
1,800 sq ft	\$10,800	\$12,600	\$27,000
2,200 sq ft	\$13,200	\$15,400	\$33,000
2,600 sq ft	\$15,600	\$18,200	\$39,000
3,000 sq ft	\$18,000	\$21,000	\$45,000

- Full tear-off asphalt shingle re-roof ≈ \$5.50 – \$7.50 per square foot installed (materials + labor), with **\$6.00 per sq ft** practical baseline for permit valuation.

Quick Reference Table

Roof Area	Typical Valuation
1,500 sq ft	\$9,000
2,000 sq ft	\$12,000
2,500 sq ft	\$15,000
3,000 sq ft	\$18,000
4,000 sq ft	\$24,000

(Based on \$6 per sq ft benchmark)

- ***Metal Roof Installed Over Existing Shingles***

(No tear-off – metal panels installed over shingle roof with underlayment/battens)

Typical cost range:

<i>Metal System</i>	<i>Installed Cost per Sq Ft</i>	<i>Cost per Roofing Square</i>
<i>Screw-down / exposed fastener</i>	• \$5.00 – \$7.50	• \$500 – \$750
<i>Mid-range metal panels</i>	• \$6.50 – \$9.00	• \$650 – \$900
<i>Standing seam metal</i>	• \$7.50 – \$15.00	• \$750 – \$1,500

- ***New Metal Roof on New Construction***

(Installed over new deck on new home)

Typical installed costs in Florida:

<i>Metal Roof Type</i>	<i>Cost per Sq Ft Installed</i>
<i>Exposed fastener metal (5V/crimp)</i>	\$7 – \$15
<i>Stone-coated metal</i>	\$7 – \$15
<i>Standing seam metal</i>	\$12 – \$30

DRAFT

**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:

<u>Members Present</u>	<u>Members Absent</u>	<u>Staff Members Present</u>
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:

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- 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.

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- **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:

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- 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. McMahan 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),**

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- **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

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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.

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- 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.

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- 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.

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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.

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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.

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- 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 Dewey Destin
Councilmember Kevin Schmidt	Councilmember Terésa Hebert
Councilmember John Stephens	Councilmember Torey Geile

City of Destin Staff

Interim City Manager Larry Jones	City Clerk Rey Bailey
Projects/Grants/Contract Manager Jeffrey Cozadd	Principal Planner Steve o'Connor
Senior Planner Daniel Butler	Planner Sherry Burney
Planner Jesse Hernandez	Planner Ashley Dominguez
Special Projects Counsel Kyle Bauman	

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:

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.

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.

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.

❖ ***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.

❖ ***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.

❖ ***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.

Bobby Wagner, Mayor

ATTEST:

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:

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Harbor Slip Type	Proposed	
	Slip Count	Annual Fee
Non-Residential (aka Commercial)	430	\$ 100 \$ 43,000
Single Family Residential	530	\$ 50 \$ 26,500
Multi-Family Residenetial	516	\$ 50 \$ 25,800 <i>LESS EXEMPTIONS</i>
TOTAL	1476	\$ 95,300 -8000 \$ 87,300

Account Description						BUDGET					
	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	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:

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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	TB Actuals	TB Actuals	TB Actuals	TB Actuals	YTD Actuals	Projections	Projections	Projections	Projections	Projections
	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	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.

