

**REGULAR MEETING
DESTIN CITY COUNCIL
MAY 18, 2020
ANNEX COUNCIL CHAMBERS
6:00 PM**

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

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

AGENDA APPROVAL *(Matters not specifically listed on the agenda may be added and acted upon with a super-majority vote of the Council members present and eligible to vote on the matter)*

1. APPROVAL OF MINUTES

- A. Approval of minutes of February 18, 2020 Regular City Council Meeting
- B. Approval of minutes of January 21, 2020 Regular City Council Meeting

2. PROCLAMATIONS / RECOGNITIONS / **SPECIAL PRESENTATIONS / ANNOUNCEMENTS (No public comments)

- A. National Public Works Week Proclamation
- B. Census Response Rates in Destin - Mr. Jim Wood

3. PUBLIC COMMENTS ON AGENDA ITEMS THAT ARE NOT PUBLIC HEARINGS AND ANY OTHER MATTERS NOT ON THE AGENDA (All agenda items other than those under Number 5)

(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)

4. CITY MANAGER REPORTS

- A. Internal Audit of the City of Destin Continuing Services Contracts
- B. COVID-19 Potential Impact on City Revenue and Budget
- C. COVID-19 - Local Business Assistance
- D. COVID-19 Emergency Measures Update
- E. 2020 Hurricane Season Preparedness Update
- F. Energov Monthly Update
- G. East Pass Emergency Navigation Channel Dredge Project and Holiday Isle Beach Restoration Contract -- Request for Modification to Scope of Services with Taylor Engineering
- H. Norriego Point Embayments
- I. Request for approval of Fire District lease and request for direction to advertise accompanying ordinance for first reading in June.

J. Ownership of Upland to Submerged Land Subject to Board of Trustees Lease Number 462217069

K. Announcements

5. PUBLIC HEARINGS

A. Jenkins Engineering, Inc. on behalf of HB 98, LLC is requesting approval of a Major Development Order for a 117 room hotel. The proposed project is located on the southeast corner of the intersection of Commons Drive and Henderson Beach Road (Parcel ID. #00-2S-22-0000-0001-A13J) within the Crystal Beach Multimodal District. The subject property consists of 2.56 acres, more or less.

6. *CONSENT AGENDA (No public comments)

A. Destin Library Materials Selection and Collection Development Policy

B. Extensions 5 and 6 to the Amended Declaration of State of Emergency

7. COMMENTS/PRESENTATIONS FROM MAYOR, COUNCIL, LAND USE ATTORNEY AND CITY ATTORNEY (No public comments)

A. Councilmember Braden

B. Councilmember Ramswell

C. Councilmember Menchel

1. Task City attorneys to conduct the necessary legal review of the City of Destin Code of Ordinances - Part 1 (Charter) Section 3.09 to identify the language needed and process required to remove a City Council member or Mayor from office for violations identified in Section 3.09.

2. Discussion of PAWS

D. Councilmember Overdier

E. Councilmember Marler

F. Councilmember Destin

G. Councilmember Morgan

1. Coleman Lake Outfall

2. Waterfront right-of-way vacations to require voter approval/referendum process

H. Mayor Gary Jarvis

I. Land Use Attorney

1. Copy of Fully Executed Agreement with Exhibit - Pointe Mezzanine Land Use Litigation Approved by Council May 4, 2020

2. Short-Term Rental Resolution

J. City Attorney

8. PUBLIC COMMENTS

ADJOURNMENT

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.

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

***** 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.**

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.

Note: Persons who wish to provide public comments on agenda items are requested to fill out a blue speaker card and submit it to the City Clerk at the start of the meeting.

Persons who wish to provide public comments on any other matters not on the agenda are requested to fill out a yellow speaker card and submit it to the City Clerk at the start of the meeting.

All regularly scheduled city council meetings will be streamed live via the city's YouTube channel, www.youtube.com/CityofDestin. Past council meetings can also be viewed here.

Please visit our agenda center on the city website at www.cityofdestin.com/agendas

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
FEBRUARY 18, 2020
CITY HALL 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 Gary Jarvis
Councilmember Steven Menchel
Councilmember Cyron Marler
Councilmember Prebble Ramswell

Councilmember Parker Destin
Councilmember Skip Overdier
Councilmember Rodney Braden
Councilmember Chatham Morgan

Destin City Staff

City Manager Lance Johnson
Public Info Manager Catherine Card
Code Compliance Manager Joey Forgione
Parks/Recreation Director Lisa Firth
Community Dev Director Louis Zunguze
Public Services Director Michael Burgess
City Land Use Attorney Kimberly Kopp

City Clerk Rey Bailey
Deputy City Manager Webb Warren
HR Manager Karen Jankowski
Building Official Noell Bell
Finance Director Bragg Farmer
City Attorney Kyle Bauman

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Gary Jarvis called the meeting to order at 6:00 PM; which was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Motion by Councilmember Destin, seconded by Councilmember Marler, to approve the agenda passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

1. APPROVAL OF MINUTES

A. Approval of minutes of January 27, 2020 Special City Council Workshop

Motion by Councilmember Marler, seconded by Councilmember Overdier to approve minutes of January 27, 2020 Special City Council Workshop passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

2. PROCLAMATIONS / RECOGNITIONS / **SPECIAL PRESENTATIONS / ANNOUNCEMENTS

A. 2020 Mayor's State of the City

Mayor Jarvis delivered the annual State of the City Address:

Good evening. I am Mayor Gary Jarvis and I would like to welcome everyone to the 2020 State of the City.

[Recognize officials in attendance]

- City Council:
 - Councilman Rodney Braden
 - Councilman Parker Destin
 - Councilman Skip Overdier
 - Councilman Cyron Marler
 - Councilman Steven Menchel
 - Councilman Chatham Morgan
 - Councilwoman Prebble Ramswell
- City Staff

*As I reflect upon 2019, I am extremely thankful for my family and for the opportunity to serve as your mayor of this great city. I truly appreciate the dedication of my fellow council members as well as our employees. Cities across the nation recognize the importance of developing a **brand** to help stimulate investment, promote business opportunities, quality development, tourism, and a quality of life for residents and future generations. This takes careful thought, consideration, and a vision. So, I ask the question, “**What is our brand?**” Is it our beaches? Our world class fishing? Our parks? Our quality of life? Tourism? It is all the above and more.*

*Some say that a **Brand** is “**setting an expectation and delivering upon it.**” My fellow city council members go to great lengths to listen and understand the **EXPECTATIONS** of our residents, businesses and visitors and what they **EXPECT** our great city to be. From this feedback, City Council established a long-term vision for our city. We also developed a strategic plan to ensure we deliver upon that long-term vision and **brand** for our city. With community input, we are managing this city with clear goals and expectations for the future. The objectives we have in place will contribute greatly to the quality of life for generations to come. The council's vision statement is **Destin is a family - oriented beach and fishing community where people want to live, work and play and where guests are welcomed to respectively enjoy our community and its resources.***

*City Council has identified three key groups that are our priority: The first priority group is our year-round residents. Followed by our Destin-based businesses and of course our visitors. Council has a clear vision and unified approach for quality development and revitalization as well as improved mobility and connectivity throughout our city. We as a council are thinking forward in prioritizing our goals as a city. We have many services, programs, and projects underway to fulfill our mission and continue to make Destin a great place to live, work, play and visit. We will continue these efforts well into 2020 and beyond. The city hosted a strategic visioning session in October of 2019. Council and senior city staff members met to discuss our achievements, where we are as an organization and possible paths forward into the future. During this strategic visioning session, City Council identified key objectives and projects for staff to focus on in 2020. These objectives and projects, help form the city's overall strategic plan. This strategic plan is critical to help guide elected officials and staff in their day-to-day activities as well as long term planning. It also provides our residents, businesses and visitors transparency into the City of Destin's planning and operations. **We have provided this strategic plan as a flyer to all participants here tonight and I would like to invite our video viewing audience to access it online at our website, www.cityofdestin.com/strategicplan.***

I would like to update everyone on a few of our top Council Objectives for FY20, which is part of the strategic plan.

Beach Acquisition: We have identified multiple funding sources for beach acquisition and are moving forward to secure potential properties in 2020 and beyond.

We have made great progress with Gulf Power, and their parent company NextEra, to work on finalizing a new franchise agreement as well as find innovative ways to underground utilities for our city.

Community Development and our council has worked diligently with our residents and business community to continue to improve our Short-Term Rental regulations which will provide a higher quality of life for our residents and more enjoyable experience for our visitors.

We have successfully hired an experienced Projects and Grant Manager to help the city maximize external funding opportunities for city projects as well as help to ensure our projects are managed as efficiently as possible.

We are working with our community partners to ensure our sheriff services are properly funded for Destin.

Discussions continue to be held in public meetings regarding the viability of a multi-use community and events center in our Town Center Community Redevelopment District.

As we move into the next decade, we have made technology a top priority to further improve our business process, organizational efficiency, and customer service. Our City Council and staff have made a firm commitment to implement a comprehensive municipal management software package. Staff established a software implementation team with representatives from the Community Development, Code Compliance, Public Services, Information Technology and Finance Departments. The goal was to collaborate and find an innovative solution to improve organizational efficiency in permitting, review, inspection, code compliance and financial processes. This goal has now become a reality.

The City of Destin is now implementing a software solution – Energov, of Tyler Technologies, Inc. This is one of the largest and most comprehensive projects the city has ever undertaken. During the implementation process, IT worked with software deployment engineers to make the system available and user friendly to the city staff who will be using the new program. Through this software development, our departments are streamlining business processes. Everyone is very excited to have a new tool that will help serve the City of Destin better, more efficiently, and improve communication with the citizens of Destin. We are leaving no stone unturned as we enter 2020, the city's financial software received a major upgrade, which was completed by IT, with great success. Another major undertaking by IT was the coordination of the scanning and digitization of the Building and Planning division files. This process, as it continues into 2020, will help the city move to a paperless system and provide greater access to documents.

Council is proud of all our departments and the many other accomplishments they have made in the last year.

***Code Compliance** has two top priority management objectives with the goal to strengthen community outreach and gain voluntary compliance through education and awareness of our city ordinances. With a mixture of proactive, reactive and enforcement education we have seen positive results. All code vehicles have been striped to promote visibility, light bars have been added for safety, and with support from IT, in-car computers and printers now allow our officers to be more efficient in responding to citizen concerns and spend more time engaging our citizens and visitors on our local ordinances. Community service and education is now the key focus of our code compliance department to improve the quality of life in our city.*

*Assisting the City Council to implement Land Use policies that enhance the quality of life and promote the economic growth of the city, is the cornerstone of the work of the Department of **Community Development**. One of management's top priority objectives, is to align the comp plan with the Land Development Code. Consistent with that goal, over the past year, the Community Development Department completed a year-long effort of aligning the Future Land Use Map (FLUM) and the Zoning Map to provide both synergy and clarity to the City Land Use policies and regulations. Now the department is turning its efforts to updating the City's Land Use Regulations to be consistent with the alignment.*

Through the acquisition of new development review software, the department's planning, permitting, licensing and citizen requests will be automated and connected with a view to streamlining workflow, improving communication, and increased productivity from the office to the field operations. We are thankful for the patience and cooperation shown by the public as this system is being implemented.

Finally, notwithstanding these major system changes, the department is proud to announce that in 2019 it continued to provide the community a high level of service. The department processed a total of **53** major plan reviews, **3007** permits issued, **1602** Business Tax Receipts issued, and **4564** inspections (1677 Commercial and 2877 Residential) performed to further the growth and redevelopment of the city.

For a city to run smoothly you must have a dedicated staff. One of the City's top management priorities is to balance staffing resources with expectations.

The city's **Human Resources Department** was extremely busy conducting recruitment efforts, orientations and benefits enrollment. This year we replaced 17 employees due to retirements and turnover. HR has hosted team building events to boost morale, promote teamwork, and foster the core values of our organization. Focusing on employee's health HR held an annual employee health fair and partnered with entities like Fort Walton Beach Medical Center and Walgreens to cover flu shots and medical screenings for our employees and their spouses. Thus, keeping our medical costs low and our workforce healthy. Our HR department also initiated an eight-week leadership training course to our supervisory staff thanks to the partnership with the City of Fort Walton Beach and Northwest Florida State College.

As a city our strategic focus is to operate with a transparent and equitable governance of our city's finances. Council has made it a priority to ensure that we operate in a fiscally sound manner and continue to keep our millage rate as one of the lowest in the State of Florida. I want to thank our council and all our staff for their continuing attention, assistance, and cooperation regarding the financial operations of the city.

Our **Public Services Team** has done another remarkable job this year. Under their new leadership, they have been working diligently to map processes and memorialize procedures, not only to improve internal efficiencies, but also in advance of seeking Departmental Accreditation from the American Public Works Association. Public Works' Staff completed several infrastructure assessments this year to include our pavement, sidewalks, pavement markings, signage and drainage systems.

Thanks to a 3.6 million-dollar Gulf Environmental Benefit Fund grant, the City was able to complete all initially identified storm water projects which have worked to improve the water quality in and aquatic habitat of our City's waterways, as well as mitigating those areas historically susceptible to flooding. Public Services continues to work with the National Fish and Wildlife Foundation to use the remaining grant funds to complete two additional projects to mitigate non-point source pollution and improve drainage from two existing outfalls that discharge into the Marler Bayou and Choctawhatchee Bay.

In addition, Public Services oversaw the recertification of our Community Rating System Program that rewards our citizens with a 20% discount on their flood insurance premiums based on a combination of factors, particularly our higher building standards, stormwater management program and drainage system maintenance.

Five major paving projects were completed this year. Gulf Shore Drive, Mattie M. Kelly Boulevard, Stahlman Avenue, Restaurant Row and a portion of Scenic 98 were all resurfaced and restriped. Scores of sections of damaged sidewalk were repaired as well.

Public Services works to keep Destin beautiful every day. This dedicated staff administers our revitalized citywide Adopt-a-Street program which has welcomed several new volunteer groups, manages our right-of-way maintenance contract, regularly operates its street sweeper, conducts an annual city-wide tree-trimming effort, is responsible for removing derelict vessels in the Destin Harbor and Joe's Bayou, maintains the harbor pumping station (which ran flawlessly this year), assists in community events and so much more. Kudo's to the employees for their can-do attitude.

Now, moving on to the **City Clerk's Office**, who provided administrative support for 128 meetings to include City Council and 9 city committees and boards in 2019. They responded to approximately 550 public records requests and is charged with the maintenance of our records dating back to 1984 when the city was incorporated. As it pertains to the maintenance, retention, and destruction of our public records, the clerk's office does an excellent job of maintaining a viable records management program.

Our **Parks and Recreation Department** are highly valued in our city. This department and everything that they do reflects upon the quality of life of our community, contributes to our economy, our environmental well-being

and ensures the health of our youth, adults and seniors. In 2019, staff installed a lighting alert system and resurfaced the walking track at Morgan Sports Complex. Tennis court renovations were completed at Buck Destin Park. Destin's first NFL youth flag football season was a success and the city hosted 18 sports tournaments. And, after many years, the original bleachers at the community center were replaced.

Not only do they bring our community together by providing programs for all age groups year-round, they provide wonderful contributions to our city, which makes our home a desirable place to live.

Our staff is working incredibly hard to bring our parks online for our residents and visitors to enjoy. The city has approximately \$8.5 million earmarked for our public beach initiative to secure permanent public beach parks and we will continue our efforts for more financial funding well into 2020. We are thinking big and going to aim high to provide as much public beach access as possible. The best kept secret is our parks along the bay. Once work is completed and these parks are open to the public, we will have an unprecedented number of water-front parks for a city of our size to enjoy. Progress is moving forward with the new Captain Leonard Destin Park and we look forward to the park opening sometime in the spring. We hope the renovations and repairs to our existing bay side parks like Joe's Bayou Recreation Area will be completed sometime in 2020.

Our **Library** is where the love of learning takes place and where citizens young and old can come together to learn new things. In 2019, the library received 55,000 visitors. Through the year, the library hosted various reading programs, continued with its STEAM curriculum for middle school students, and during the summer, offered weekly STEAM programs for grades 1 – 5 and code camps for teens. Our summer reading program was a great success with more than 1500 patrons attending 54 programs, and special events. The staff focused on community outreach by making trips to Destin Elementary School, Destin Middle School, and Fort Walton Beach High School on orientation days to registered students for library cards and distribute information about our library services.

My heartfelt thanks go to our first responders. Whether on the road, on the sand or on the water, they truly are the lifeline for all of us in Destin. Every day they ensure Destin remains a place of peace and unity. They sacrifice weekends, holidays, and time away from their families to protect ours – and for that, I am forever grateful. Thank you to the Okaloosa County Sheriff's Office and the Destin Fire Control District for your partnership, for your friendship, and caring about the citizens we serve.

I would like to close by recognizing our city staff. They are creative, resourceful, and every day we see the results of their commitment to delivering excellent services to our residents and visitors. Most of their efforts are not seen by the public and their dedication to serve this community is sometimes taken for granted and in most cases goes un-noticed. **So, I want to extend to them a great big thank you.** Thank you for what you do every day for Destin. Thank you to all our boards and committee members who give their time willingly because they care and are committed to our community. Our strength comes from you and your involvement is what makes Destin special.

Thank you, God bless you, and God bless the City of Destin

.....

B. Certificate of Achievement for Code Compliance Officers Danny Sullivan and Sean Donaldson

Mayor Jarvis presented the Certificate of Achievement to Code Compliance Officers Danny Sullivan and Sean Donaldson for their courage under pressure and quick response while on duty, rendering first aid to an injured citizen.

C. Joint Proclamation of the Florida House of Representatives, the Board of County Commissioners of Okaloosa County and the City of Destin proclaiming April 20th through 24th "Beach Trash Awareness Week"

Mayor Jarvis presented the Joint Proclamation of the Florida House of Representatives, the Board of County Commissioners of Okaloosa County and the City of Destin designating the week of April 20-24, 2020, as “Beach Trash Awareness Week.”

D. Water quality standards Mr. Alan Osborne

Mr. Alan Osborne, a Walton County resident, spoke of water quality standards not being enforced by Walton County; stating that Choctawhatchee Bay water quality is a concise summary of the problems faced in Walton County, specifically with the Sandestin Development of Regional Impact (DRI). He noted that he lives within the boundaries of the Sandestin DRI. It is an exception to the County’s comprehensive plan with specific requirements that are not optional. He continued that the Sandestin DRI was first approved in 1976 and was in violation by 1982. In 1984, the County passed County Resolution 84-24 and adopted an updated Master in order to settle the compliance issues. He presented the City Council several documents which he states support his argument. He also stated that Walton County water quality problems will soon become Okaloosa County problems, and that any delays in addressing these issues will ultimately cost more money to fix. He asked the City Council to adopt a resolution requesting the Governor’s Office to have the Department of Economic Opportunity issue a notice of violation on the offenders.

It was the consensus of the Council to instruct the City Attorney to obtain and review all documentation provided by Mr. Osborne pertaining to this issue and bring back some recommendations for Council’s consideration.

E. Sunday parking at Marler Street Parking Lot

Mr. Joe Gholston, representing St. Andrews by the Sea Episcopal Church, informed the Council that St. Andrews Episcopal Church, Coastline Calvary and Grace Lutheran Church will soon be holding Sunday services at different times between 9 AM and 11 AM. All three services will take place at the combined campus located at 307 Harbor Blvd. and 310 Mountain Drive, which is adjacent to the Marler St. Parking Lot. The combined congregations of the three churches are approximately 600 persons. While there will be arrivals and departures throughout the 8 AM to 1 pm period, additional parking is needed to ensure orderly flow of church members. He asked the Council to provide free access to the Marler Street Parking Lot on Sunday mornings from 8 AM to 1 PM for church attendees, except during special event weekends such as the Seafood Festival.

Councilmember Destin stated he is open to the idea of allowing the churches the use of the parking lot on Sundays; however, they should not make an official decision until after the City’s attorneys conduct due diligence to make sure they do not violate any agreement that exist on the property. He also recommends allowing everyone to park in the parking lot for free during the specified time frame so that they do not violate any constitutional law.

Councilmember Braden noted that several pontoon boat rental companies apparently have a contract with the church to be able to use their parking lot for their overflow businesses year-round.

Mr. Gholston stated it was his understanding they currently have contracts with several establishments to rent parking spaces; and that all the rental spaces are at the front lot in Bldg. 8; but personally, he had never seen any vehicles in the parking lot from those establishments.

Councilmember Menchel asked how they should handle a situation where they allow the churches the use of the parking lot and then another entity made a similar request. They would not want to be accused of discrimination by approving one and denying the other.

The Land Use Attorney noted that before anything could happen at this parking lot, the Community Development Department staff would have to determine what parking agreement, if any, exist on the property and how they could be affected by this proposal. She added that the Marler Street Parking Lot would have to be opened to all and not just for the church congregations.

Councilmember Destin moved to direct City staff, Land Use Attorney and City Attorney to contact the church representatives and review with staff any parking agreement that exist on the property and how it will be affected with what is being proposed. Councilmember Braden provided a second to the motion.

The Mayor asked if any member of the public wishes to provide a comment relating to this subject.

Ms. Carrie Harbarger, a Destin resident, expressed concern about businesses leasing church parking spaces; adding that these are mostly illegal businesses that are creating havoc with the small businesses in the community.

Councilmember Morgan stated there is a deficiency in their City code that allows pontoon boats parking on other parcels such as church parking lots. On paper they have to show they have a parking agreement with other property owners even though they do not use the parking lot. He added this is a problem that they would need to address separately.

Having no further comments from the public, the Mayor called for a vote on the motion.

Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

3. PUBLIC COMMENTS ON AGENDA ITEMS THAT ARE NOT PUBLIC HEARINGS AND ANY OTHER MATTERS NOT ON THE AGENDA

Ms. Betty Letcher, a Walton County resident, stated that the bay is dying; and that the drain off from all the golf courses at Sandestin and the developments that are not following the rules are mostly to blame. She added that the City of Destin would soon be affected the same way as the Walton County residents.

4. CITY MANAGER REPORTS

A. Sibert Avenue Parking Area Improvements

According to the City Manager, Council has previously authorized construction of two crushed concrete/gravel parking lots on City-owned property located at 104 and 112 Sibert Avenue. Council subsequently authorized construction of a third parking lot on City-owned property located at 108 Sibert Avenue and capped the funding applied towards this project at \$40,000. A quote was received from of the City's continuing services provider for this project in the amount of \$60,292.50. Lighting will also be required for this project. After the grading is completed, solar LED parking lot fixtures attached to Hurricane resistant poles will be installed. Staff requests that Council raise the cap for the project to \$67,000. Staff has budgeted \$75,000 in FY 20 for this project to be taken from proceeds of the half-cent sales tax revenue.

Councilmember Destin moved to authorize the City Manager to execute an agreement with the City's continuing services contractor, H&T Contractors, LLC to construct a consolidated public parking area on Sibert Avenue in an amount not to exceed \$67,000; seconded by Councilmember Marler. Motion passed 6-1 (Council members Morgan, Destin, Marler, Overdier, Menchel and Ramswell voted "yes"; Councilmember Braden voted "no").

B. Development Review System Software Update

The Deputy City Manager provided an update on the Municipal Software Project. He stated that City staff continues to work hard in preparation for the EnerGov Project. They continue the effort of reviewing and streamlining all development review processes, application forms and workflow project critical paths, in preparation for the EnerGov Software Implementation Process. They had very productive sessions with EnerGov staff in the preceding months and will continue to provide updates to the Council as the project progress. This will be a challenging project for staff, but they are prepared to move forward and have a target date for substantial completion of this phase of the community development portion of EnerGov in January 2021.

C. Approval of Resolution 20-3 opposing the Short-Term Rental legislation proposed at the State level (SB 1128/HB 1011)

According to the City Manager, the Council previously directed the City Land Use Attorney to prepare a resolution opposing pending State legislation that would usurp municipal home rule powers and negatively impact the City's ability to regulate short-term rentals. Resolution 20-03 is now before the Council in this regard.

Motion by Councilmember Overdier, seconded by Councilmember Ramswell, to approve Resolution 20-3 and direct the City Clerk to distribute the Resolution according to Section 4 of the Resolution passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

D. Discretionary Half-Cents Sales Tax Direction

The City Manager noted that on January 27, 2020, The City Council held a workshop to discuss options for spending the new discretionary half-cent sales tax. It is estimated that approximately \$12,800,000 will be available from this tax over the next 9 years. Council reached

general consensus at the workshop that the funds could be spent between for different pots as listed below. Based on allocation amounts discussed at the workshop, staff has drafted the following percentage allocations for discussion purposes. Staff is looking for direction on how much of the discretionary sales tax should be allocated to the 4 designated categories.

1. Beach Acquisition – 75% - \$9,600,000
2. Underground Utilities – 10% - \$1,280,000
3. Public Works/Safety Committee identified projects – 10% - \$1,280,000
4. Other projects as designated by the Council – 5% - \$640,000

Councilmember Overdier moved to allocate portions of half-cent sales tax revenues as follows:

- **75% towards beach acquisitions**
- **10% towards undergrounding utilities**
- **10% towards Public Works/ Public Safety Committee initiated projects**
- **5% towards other projects**

Councilmember Menchel provided a second to the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

E. Beach Acquisition Agent

According to the City Manager, public beach acquisition is the top priority for the City Council. Staff is recommending an independent third party to assist with negotiations and property acquisition to help expedite the beach acquisition project. The Trust for Public Land (TPL) is a 501(c)(3) organization that has worked with the City on past and present projects, such as Leonard Destin Park and Royal Melvin Heritage Park. Partnering with the TPL will also provide additional transparency and an experienced acquisition manager to work with staff during this process. Staff can work with the TPL to pursue supporting grants and assist in project management to ensure the acquisition process moves forward in a transparent, cost-efficient and proactive manner. Staff has communicated with Ms. Kate Brown, a TPL representative concerning their availability for this project. If Council approves, the TPL is ready to move forward on this project as soon as possible. No contract is necessary for the City to utilize the TPL and their expertise to negotiate and facilitate the acquisition process.

Councilmember Menchel moved to authorize the City Manager to work with the Trust for Public Land to negotiate beach acquisition opportunities and bring individual properties back to Council for consideration in accordance with State Statutes. Councilmember Ramswell seconded the motion.

The Mayor noted that the TPL was established by the State for this purpose and he, along with the City Manager and Deputy City Manager, believe this would be the best and the most practical route for the City to take because the costs of the projects involve millions of dollars.

Councilmember Braden requested an update on the Eglin property located on the west side of the Marler Bridge, which the City was interested in pursuing.

The Mayor noted that Commissioner Kelly Windes had asked if the City was still interested in pursuing that particular piece of property with the Air Force as a joint venture for the County and the City. They informed Commissioner Windes that the City, along with other members of the public, has had prior discussions about pursuing that property. Commissioner Windes would be bringing that issue before the Board of County Commission for discussion and that the City will be informed as to the result of that discussion.

Councilmember Braden noted that the City Council has previously directed the City's Parks and Recreation Committee to take this matter up and make recommendations to Council.

According to the Parks and Recreation Director Lisa Firth, they have contacted Eglin representatives about this issue and that an application has been provided for their review.

According to the Land Use Attorney, the Parks and Recreation Committee will be asked to make recommendations with regards to information to include in the application, and then it will go before the City Council for further direction.

The Mayor noted he has a scheduled meeting in March with the Eglin AFB commander, and that this is one of the issues he plans to discuss with him. He will also ask Commissioner Windes to provide the City Council an update on the path the County Commission wish to explore so they could move along the same path.

The Mayor called for a vote on the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes")

F. Land Development Code (LDC) Update Overview

The Community Development Director Louis Zunguze provided the following Land Development Code update overview:

- Philosophy: "How we develop and where we develop matters. An adopted Comprehensive Plan and Land Development Code are the community's guiding framework for attaining a community's vision – for growth, redevelopment and investment."
- The Issue:
 - ❖ The City's Land Development Code is not consistent with the City's adopted Comprehensive Plan
 - ❖ It is time for a thorough article by article evaluation
- Guiding Principles
 - ❖ Simplicity
 - ❖ Easy to Navigate
 - ❖ Enhance Liability Elements of City's Planning Areas
 - ❖ Implement the City's Development Policies
- The Approach
 - ❖ Focus on LDC Article 8 – Transportation

- To bring LDC Chapter 8 requirements into conformity with Comprehensive Plan policies Chapter 2 – Transportation Element
- Set the tone – Provide requirements and process for a safe, convenient and cost-effective multimodal transportation system and roadway network that optimizes access for current and future development
- ❖ Three Part Approach
 - Evaluate the applicability and consistency of existing LDC provisions with the Comprehensive Plan 2020 Goals, Objectives and Policies
 - Reorganize the existing provisions into a logical sequence of elements addressing transportation corridors and facility design, access management, on-site transportation and community parking strategies
 - Update and draft new provisions to implement the Transportation Element of the Comprehensive Plan
- Benefits of the Land Development Code Update
 - ❖ Deliver customer-oriented development review service to residents of the development community
 - ❖ Enhance quality of life and showcase investment opportunities in the City
 - ❖ Enable Council and administration to guide current and future development towards the City’s vision
- Vision 2035
 - ❖ DESTIN IS A FAMILY-ORIENTED BEACH AND FISHING COMMUNITY WHERE PEOPLE WANT TO LIVE, WORK & PLAY AND WHERE GUESTS ARE WELCOMED TO RESPECTFULLY ENJOY OUR COMMUNITY AND ITS RESOURCES

Motion by Councilmember Menchel, seconded by Councilmember Overdier, to direct staff to proceed with updates to the Land Development Code as outlined passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

G. Construction Noise Limitations

The City Manager noted that the Council instructed staff to bring back some recommendations for amending the construction noise limitation in the Code of Ordinances. Staff proposes that the Council amends the code as follows:

All Zoning Districts

1. Construction activity shall not be allowed on any Federal Holiday
2. Limit construction activities to Monday – Friday from 7:00 a.m. to 7:00 p.m. only
3. Limit construction activities on weekends (Saturday and Sunday) from 9:00 a.m. – 5:00 p.m. only

Councilmember Marler expressed concern regarding construction activities in residential areas on weekends; stating that people working all week long should be able to spend a quiet weekend at home.

The Mayor suggests limiting construction activities to 9:00 a.m. – 4:00 p.m. on weekends rather than banning it completely as sometimes the weather is bad all week-long limiting construction activities and some work had to be done on weekends to catch up. He asked if they have received comments from the construction community on issues relating to the pouring of concretes which is ideally done in cooler temperature.

According to the City's Building Official Noell Bell, they have not received many comments relating to pouring of concrete, which is currently allowable starting at 3:00 a.m.; adding that the Council would need to decide if they want to continue with this schedule.

The Mayor suggests instituting stricter guidelines but making provisions for special waivers for which construction companies would have to apply and meet certain standards.

According to the Land Use Attorney, they have not addressed the issue relating to the pouring of concrete because based on her discussion with the Building Official and Community Development Director, if they start to restrict when the concrete can be poured, it could stall the entire construction project.

Mr. Zunguze stated that they are currently reviewing this situation. They are trying to strike a balance between getting something done as efficiently as possible while also not creating a degradation of the quality of life for residents. He continued that the longer it takes for construction to be completed, the longer complaints will carry on. In those cases where concrete or heavy equipment is being used, they could require additional notification or special provision to take place.

Councilmember Menchel moved to direct the City Land Use Attorney to proceed with preparation of an ordinance to implement staff's recommended changes; seconded by Councilmember Marler.

Councilmember Braden stated he does not understand the reason concrete had to be poured at 3:00 a.m. other than people just do not want to do it under the hot sun. In which case, they could hire more people to get it done quickly. He added he has been involved in construction business for several years. They never had to pour concrete at 3:00 a.m. and still completed their projects on schedule. He asked staff to conduct further analysis as to the reason the placement of concrete must occur at 3:00 a.m.

Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

H. Announcements

The City Manager announced the City Council Workshop scheduled for Monday, February 24th, beginning at 6:00 p.m. to discuss the proposed Destin Community Events Center.

5. PUBLIC HEARINGS

A. Second reading of Ordinance 20-02-LC, amending Articles 6, 7, 8, 11 and 12 of the Land Development Code to delete all references to the tiered land use system pursuant to the City's Comprehensive Plan.

The City Attorney read proposed Ordinance 20-02-LC by title, and then presented the ordinance to the City Council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING ARTICLES 6, 7, 8, 11 AND 12 OF THE LAND DEVELOPMENT CODE TO DELETE ALL REFERENCES TO THE TIERED LAND USE SYSTEM PURSUANT TO THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The Mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the Mayor closed the public hearing portion and sent the matter over to the City Council for their discussion and consideration.

Councilmember Overdier moved to approve proposed Ordinance 20-02-LC on second reading; seconded by Councilmember Menchel. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

B. Second reading of Ordinance 20-03-LC, amending Article 2 of the Land Development Code, amending procedures for lot splits and lot line adjustments.

The City Attorney read proposed ordinance 20-03-LC by title, and then presented it to the City Council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING ARTICLE 2 OF THE LAND DEVELOPMENT CODE; AMENDING PROCEDURES FOR LOT SPLITS AND LOT LINE ADJUSTMENTS; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The Mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the Mayor closed the public hearing portion and sent the matter over to the City Council for their discussion and consideration.

Councilmember Overdier moved to approve proposed Ordinance 20-03-LC on second reading; seconded by Councilmember Marler. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

CONSENT AGENDA

A. Request approval for a marine construction project at 3813 Indian Trail. The project, located on Choctawhatchee Bay, includes ±70 LF of dock, a boathouse and two (2) catwalks. The total project footprint is ± 1000 sq. feet.

B. Draft Minutes of Standing Committee/Board Meetings

C. Memorandum of Understanding between Marine Forces Special Operations Command and The City of Destin, Florida

Motion by Councilmember Destin, seconded by Councilmember Overdier, to approve Consent Agenda items 6A thru 6C, as printed above, passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

7. COMMENTS/PRESENTATIONS FROM MAYOR, COUNCIL, LAND USE ATTORNEY AND CITY ATTORNEY

A. Councilmember Braden

Councilmember Braden would like to spearhead Council’s effort to get involved with FDOT’s planned redesign of US Hwy 98, to include landscaping. This improvement project will cost millions of dollars.

Councilmember Destin moved to appoint Councilmember Braden to the OW-TPO Board, seconded by Councilmember Marler. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

Councilmember Braden inquired as to the status of hiring a City Engineer.

The City Manager stated the position has been re-advertised at several locations and they have already received two applications.

Councilmember Braden asked for an update on Capt. Royal Melvin Heritage Park construction.

The City Manager replied the project is currently out to bid. Bids are initially due by the end of this month; however, it would need to be extended as they are about to issue an addendum and give the contractors time to amend their bids, if necessary.

B. Councilmember Ramswell

Councilmember Ramswell would like to have the Beach Advisory Group review the Wheeled Vehicle on the Beach ordinance and provide recommendations before it comes back to the Local Planning Agency. She stated that several individuals have contacted her expressing concern about the ordinance, and she feels the Beach Advisory Group is perfect for this task because of its makeup.

There were no objections from other members of the Council.

Councilmember Destin would like the meeting to occur soon and to invite some of the stakeholders if possible. He added that all the issues have to be resolved before the season gets in full swing.

Councilmember Ramswell asked if the Council feels the Events Center Workshop scheduled for February 24th is still necessary since they already had two different meetings in trying to establish their priorities and the Events Center does not seem to have the support of the Council.

According to Councilmember Braden, he has heard people say an event center is a good thing but not for the City of Destin.

The Mayor stated it is an initiative that he is promoting, and it is something that he feels the City ought to consider. There are hundreds of millions of dollars available for economic improvement for the communities through the Triumph fund; and that an event center would not only serve the community 365 days a year, but it would also create an economic driver and create the intent of the Town Center CRA when it was formed. It will be a transformational project where none correctly exists.

Councilmember Overdier stated that he supports going forward with the workshop. The group that will make the presentation will provide input and solicit input from the Council in terms of what they want out of this facility. The group can also recommend other sources for funding, in addition to Triumph, and that it is an opportunity that may never come around again.

C. Councilmember Menchel

Councilmember Menchel stated that the State of the City was delivered tonight and it has been the most poorly attended State of the City he has ever attended; adding that people seem to only care when there is something on their agenda. He added that one item that was not covered during the State of the City presentation involved the Sheriff's Office. The total calls for service for 2019 was 35,477, and that there were 142 city ordinance violations. He added they need to keep these figures in mind when they start asking for the additional 10 percent funding from the TDC for the Sheriff's Office next year.

Councilmember Menchel requested that the contact phone number for the Code Compliance Officer on night shift duty be advertised on the City's website.

Councilmember Menchel announced that the City Manager is looking into expediting the re-painting of the center line on Dolphin Street and replacing raise pavement markers on Scenic Hwy 98. He stated that Dolphin Street is widely used, and it has a very narrow street and the lines at the center of the street are virtually non-existent. Also, many of the raise pavement markers on Scenic Hwy 98 are missing.

Councilmember Menchel noted that earlier in the meeting, the Mayor mentioned something about having a meeting with the Eglin AFB commander. He asked if the information gathered from this meeting are shared with the City Council.

The Mayor explained that the Base Commander requested this meeting to find out how his people are being perceived in the community, how they live and to inform him on upcoming troop movements. He plans to discuss different issues with the Base Commander, and if there are issues that come out of the meeting that require Council's attention or approval, he fully intends to bring them before the Council.

Councilmember Menchel asked the Mayor to make a courtesy announcement when he plans to meet with any public officials in the event any member of the Council has a discussion point they could bring to the Mayor's attention to discuss at the meeting.

D. Councilmember Overdier

E. Councilmember Marler

F. Councilmember Destin

Councilmember Destin moved to amend the RFP that solicits services for the undergrounding design and engineering work to also include the services for the streetscape redesign component of the project at least from Airport Road to the Marler Bridge; seconded by Councilmember Braden. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

Councilmember Destin stated that with the absence of a City Engineer, he would not want several projects being delayed, such as the continued pursuit of right-of-way vacation or simple redesign of the crosstown connector. He would like to see projects such as this to continue moving forward.

Councilmember Destin moved to direct staff, City Attorney and Land Use Attorney to obtain an hourly rate quote within a week from one of the City's continuing services contractor for the right-of-way vacation and simple redesign of the crosstown connector to keep these processes moving forward. Councilmember Marler provided a second to the motion. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

Councilmember Destin requested an update on a firehouse potentially being located at the Clement Taylor Park.

According to the City Manager, the Destin Fire District's last discussion with the City Council was to wait until the City gets final approval from the Treasury Department and the funding is ready to be distributed before making an additional move on the property.

G. Councilmember Morgan

H. Mayor Gary Jarvis

I. Land Use Attorney

1) Request to call executive session pursuant to section 286.011(8), Florida Statutes, in the cases of Pointe Mezzanine, LLC v. City of Destin, Okaloosa County Court Case No. 2019-CA004010 F, and Pointe Mezzanine, LLC v. City of Destin, Okaloosa County Court Case No. 2019CA003733 F.

Councilmember Overdier moved to schedule the executive session pursuant to the above litigation; seconded by Councilmember Braden.

Councilmember Marler announced he would abstain from voting as he is employed by an entity involved in the litigation.

Motion passed 6-0 (Council members Morgan, Destin, Overdier, Menchel, Ramswell and Braden voted “yes”; Councilmember Marler abstained from voting).

The Land Use Attorney announced the executive session will be held on Monday, March 2nd, at 5:30 PM.

J. City Attorney

The City Attorney announced that the East Pass is ready to be dredged starting the end of this month.

8. PUBLIC COMMENTS

ADJOURNMENT:

Having no further business at this time, the meeting was adjourned at 8:35 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
JANUARY 21, 2020
CITY HALL 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 Gary Jarvis
Councilmember Steven Menchel
Councilmember Cyron Marler
Councilmember Prebble Ramswell

Councilmember Parker Destin
Councilmember Skip Overdier
Councilmember Rodney Braden
Councilmember Chatham Morgan

Destin City Staff

City Manager Lance Johnson
Public Info Manager Catherine Card
Code Compliance Manager Joey Forgione
Community Dev Director Louis Zunguze
Public Services Director Michael Burgess
City Land Use Attorney Kimberly Kopp

City Clerk Rey Bailey
Deputy City Manager Webb Warren
Parks/Recreation Director Lisa Firth
Finance Director Bragg Farmer
City Attorney Kyle Bauman

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Gary Jarvis called the meeting to order at 6:00 PM. It was then followed by the recitation of the Pledge of Allegiance.

AGENDA APPROVAL

Councilmember Morgan requested that the nomination of Mr. James Geveden to the City's Local Planning Agency be added under his name on the agenda; and designate agenda item 7G(1) as agenda item 4A under City Manager Report.

Councilmember Menchel asked that agenda item 7J(2) be moved under agenda item 4B in the City Manager Report.

Motion by Councilmember Destin, seconded by Councilmember Overdier, to approve the agenda, as amended, passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

1. APPROVAL OF MINUTES

A. Approval of minutes of November 4, 2019 Regular City Council Meeting

Motion by Councilmember Destin, seconded by Councilmember Menchel, to approve minutes of November 4, 2019 Regular City Council meeting passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

2. PROCLAMATIONS / RECOGNITIONS / SPECIAL PRESENTATIONS / ANNOUNCEMENTS

A. Parks and Recreation Committee – Presentation of Fiscal Year 2019 Accomplishments and Fiscal Year 2020 Work Plans – Ms. Teresa Hebert, Committee Chair

Committee Chair Teresa Hebert presented the Parks and Recreation Committee’s Fiscal Year 2019 accomplishments and Fiscal Year 2020 Work Plans, as follows:

ARBOR DAY CEREMONY

- The City’s annual Arbor Day ceremony was held April 26, 2019 at the Nancy Weidenhamer Dog Park. Mayor Gary Jarvis presided with Councilman Skip Overdier in attendance. The city celebrated the planting of a Southern Magnolia (*Magnolia grandiflora*) in the small dog park. Committee member Myra Williams gave a short presentation and children from Noah’s Ark preschool participated in this high-profile event. The parks team also planted another magnolia tree in the large dog park at the same time.

PARK INSPECTIONS

- All parks and beach trails were inspected by committee members in FY19 and the findings were reported to the Department Director and Parks Supervisor in a late winter meeting of the committee. The majority of items of concern that were identified have been corrected.

“WELCOME TO DESTIN” SIGN BEAUTIFICATION PROJECT

- The committee worked with Allen French of the Destin-based Trees on the Coast and staff to shepherd along a proposal to beautify the popular “Welcome to Destin, The World’s Luckiest Fishing Village” sign by the Marler Bridge on Eglin Air Force Base property. The proposal would enhance the attractiveness of the sign with landscaping and the planting of trees.

CIVIC INVOLVEMENT

- Committee members were active in a variety of local annual civic events including Fall Fest, Founder’s Day, the Christmas Tree Lighting Ceremony, the Pinfish Tournament, and the Christmas Outdoor Decorating contest.

ANNUAL CHRISTMAS PARADE

- The committee constructed and entered a float celebrating the Nancy Weidenhamer Dog Park into the annual Christmas parade.

Councilmember Destin moved to approve the Parks and Recreation Committee's Fiscal 2019 Annual Report and Fiscal Year 2020 Work Plans; seconded by Councilmember Overdier. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

B. Destin Community Event Center Project – Mr. Rick Kosuback, President, International Coliseum Company

Mr. Rick Kosuback, President of International Coliseum Company gave a general overview of his company's mission and the different types of projects they do for a community.

- Primary Development Team
 - ❖ Hunt – Developer/Financier. One of the world's largest Public-Private Partnership (P3) developers with over 200 partnerships successfully completed across the globe
 - ❖ International Coliseum Company (ICC) – North America's leader in event center development
 - ❖ Core Construction – One of the nation's largest construction management firms primarily serving the civic/municipal and education building sectors
 - ❖ Perkins & Will – Leading architectural firm specializing in events centers, sports and recreational facilities
 - ❖ Structured Parking Solutions – Recognized as one of the premier parking consultants and developers of parking structures in the U.S.
- Conceptual Program
 - ❖ 80,000 square foot Field House
 - ❖ 60,000 square foot Twin Ice Facility (Hockey, Figure and Ice-Skating tournament venue)
 - ❖ Possible Destin Sports Hall of Fame
 - ❖ Replaces current Destin Community Center meeting rooms and offices
 - ❖ Pedestrian Plaza – Gathering Space
 - ❖ Parking
 - ❖ Optional Hotel (125-150 rooms)
 - ❖ Approximately 10-acre site required
- Field House Facilities Examples (photos)
 - ❖ Rocky Mountain, North Caroline
 - ❖ US Health Sports Factory, Rockford, Illinois
 - ❖ Recreation Center, Williston, North Dakota
 - ❖ Sports Center, Jacksonville, Florida
 - ❖ Colorado River Union High School (Multi-use Indoor Field House)
- Twin Ice Rink Examples
 - ❖ City of Lethbridge, Alberta Canada
 - ❖ Spruce Grove, Alberta, Canada
 - ❖ Idaho Falls, Idaho
 - ❖ Utica, New York
 - ❖ Greeley, Colorado
 - ❖ Littleton, Colorado

- Example Elevations and Cost Estimates
 - ❖ Multi-Use Field House - \$17 million - \$25 million
 - ❖ Multi-Use Arena - \$48 million - \$65 million
- Projected Economic Impact: Field House
 - ❖ Direct: \$24,843,000 - \$28,454,000 / Year
 - ❖ Indirect and Induced: \$12,951,000 - \$14,835,000 / Year
 - ❖ Total New Jobs Locally – 450 – 520
 - ❖ 70,000 Additional Room Nights
- Representative Economic Impact: Arena
 - ❖ Direct: \$7,400,000 / Year
 - ❖ Indirect & Induced: \$5,600,000 / Year
 - ❖ Total New Jobs Locally: 250
- Next Steps:
 - ❖ Approval of basic concept, P3 model and pre-development agreement between parties
 - ❖ Basic programming exercise with stakeholder includes site identification
 - ❖ Feasibility and Economic Impact Study
 - ❖ Development of Triumph Gulf Coast, Inc. Trust Fund Application
 - ❖ Delivery of Study to Council
 - ❖ Notice to Proceed: Method of Procurement
 - ❖ Complete site plans and design
 - ❖ Establish a guaranteed price and schedule for construction
 - ❖ Structure and secure financing package
 - ❖ Negotiate and structure final lease, hotel and property development agreements
 - ❖ Nominate public-private board to oversee project
 - ❖ Obtain required governmental approvals for project

Councilmember Overdier noted there is already an Okaloosa County Convention Center located near Destin. He asked if they would be complementing or taking business away from that facility.

According to Mr. Kosuback stated they are not proposing a convention center but an event center, for special events such as sports, concerts, high school graduations, Easter services and non-denominational services.

Councilmember Overdier asked if the 10-acre site that is required conceptually include the parking area; and whether they have a site in mind in Destin that would accommodate such a facility.

Mr. Kosuback stated there was a location that was referred to them that may be big enough for the facility but excluding parking. In most cases, the 10 acres would be amenable for two buildings with minimum parking. Parking codes are usually about a 3-1 ratio, which means an event center with 4,000-seat facility requires 1200 to 1300 parking spaces. However, they would never recommend to specifically park the entire project on one site, but to spread that parking around the community so that there is a benefit for all.

Councilmember Ramswell noted that the Okaloosa County Convention Center has had its difficulty, bringing in questionable acts to attract people. She asked how an area as small as Destin could bring in enough people to provide full financial support for this kind of initiative.

According to Mr. Kosuback, they are merely providing some ideas at this point, not knowing exactly what the City wants and what they can actually develop. The main focus is to take care of residents and build a facility for the quality of life of the citizens. He continued that the primary goal for this type of project is to get to the breakeven point, not necessarily making huge profits right away; adding that often times, the benefit comes from within the community itself.

Councilmember Ramswell asked what sport, or combination of facilities they feel would actually be supported in this community.

Mr. Kosuback stated that a mid-size events center would make sense as there is nothing in the mid-size category for quite a distance. He continued that sports tourism business – volleyball, basketball, wrestling and cheerleading – is a massive industry right now.

Councilmember Ramswell noted they already have a major traffic situation in Destin, particularly in the area where the currently community center is located. They are about to open a high school in Destin and one of the entities they had been working with was one of the owners of the 20-acre property that includes Old Tyme Pottery. That is a much larger space for this type of project. She could foresee some sort of partnerships with the City to build an indoor soccer field as soccer is quite a popular sport at this time; as well as a facility that could support other high school sports, such as football.

Mr. Kosuback stated that the project he had shown earlier in Bull Head Arizona was a joint venture between the City of Bull Head and their school district. The facility is used by the high school first, and the Parks and Recreation programs second. He could see a similar joint venture between the City of Destin and Okaloosa County working out.

The Mayor noted that the location Councilmember Ramswell mentioned has always been what they had in mind because it is the only location that would support such a facility and the activities they have discussed.

According to Councilmember Ramswell, if this project is not what Council is interested in pursuing as part of a City project, she would be interested in pursuing it as a school and County type project.

Councilmember Braden noted that the current convention center located just a few miles from Destin can hold a lot of the events that have been discussed. He is not sure if this type of facility would be a good fit for a city the size of Destin.

Councilmember Morgan stated that the County TDC has been subsidizing the convention center which is why it is still in existence even though it loses a lot of money each year. The City of Destin will not have a similar funding source to subsidize its sports center if they decide to build one and it is not successful; adding that the Morgan Sports Center has been successful and it is not nearly as expensive to build as a field house. On the other hand, there is a developer proposing to

build 200-300 apartment units on that 20-acre property, which is absolutely not what Destin needs at this point. He added that the sports center project is worth exploring to see if it is financially feasible.

3. PUBLIC COMMENTS ON AGENDA ITEMS THAT ARE NOT PUBLIC HEARINGS AND ANY OTHER MATTERS NOT ON THE AGENDA

Ms. Carrie Harbarger, a Destin resident, stated that with regards to agenda item 4C relating to the pursuit of the Eglin property, she suggests pursuing the beach park property as well. It has a pavilion, a very nice decking, 244 parking spaces and bathrooms. The property is not being properly utilized and staffed. The base conducts three events there a year for its military personnel, and then the facility remains locked most of the time. She also noted that an Eglin representative has informed her they fully intend on stopping traffic from leaving up under the bridge and going to the pavilion and driving out so they could cut across the median and head west. They will be routing all the traffic to the Stahlman Avenue intersection.

Ms. Karen Lugo, a Destin resident and short-term rental owner, noted that the City of Destin has been very actively regulating short-term rentals over the past year and a half – new rules, higher fees, new parking policy – but not the condominiums. The answer they usually get is that condominiums have homeowners’ association. But short-term rentals have homeowners’ associations also, and in some cases, they pay extra fees. And so, they pay both City and homeowners’ association fees. She also stated that condominium owners have similar problems as short-term rental owners in terms of noise, trash and parking. If the City has legitimate concerns over these issues, then they should also regulate condominium owners.

Mr. Jonathan Querisma, a Destin resident, remarked that he embarked on a business endeavor in 2018 and opened up a pontoon rental company while also playing professional football and found it hard trying to do both and closed the business. Within the last year and a half, he had invested \$72,000 on pontoon boats and is currently paying for a marina to keep the boats and materials for the business he wishes to re-open. He recently became aware of the moratorium and he wants to know what to do in order to be able to re-open the business.

The Land Use Attorney noted there are two exceptions to the moratorium for hardships, and that Mr. Querisma can speak with City staff to go over his options.

Mr. Kevin Schmidt, a Destin resident and member of the City’s Public Works and Safety Committee, noted that the committee has recently approved a motion related to the Airport Road guardrail design but was unable to place that item on the City Council agenda for consideration by the Council. The motion, which passed 5-1 was “to recommend to the City Council to consider installing the flashing speed limit signs in lieu of, or in addition to, the guard rail barriers.” He stated that the FDOT has begun their plans to implement some design changes to the Airport Road curve. The City is also deciding to put some safety measures such as the guardrail system which is up for discussion tonight. He stated that the City of Fort Walton Beach installed flashing speed limit signs on Hollywood Blvd, which according to reports have been quite successful. These signs were purchased and installed for approximately \$15,000. He asked the Council to consider the committee’s motion before approving a \$30,000 contract just for designing a guardrail system that may be removed once FDOT implements its plan for the curve.

Ms. Peggy Vinson of Vinson's Investment Properties stated that the economic impact of the events center for the City of Destin is approximately \$24 million to \$28 million a year; and that it could create about 250 jobs. With the ice-skating rinks and all other amenities that have been discussed such as a rehab center, restaurants, concert area and parking facility, this could be a tremendous events center. She also stated that a feasibility study that will consider all the things the City wants to see in an events center has to be conducted; after which they will come up with a cost estimate to present to the City. She continued that they have three possible sites in mind – two medium size (10 and 12-acre) parcels and a large (20-acre) property. She added this is a tremendous opportunity and she would like the Council to consider the impact of this project to the community.

Mr. Bill Reddington, a Destin resident, stated that he supports the recommendation from a prior speaker about pursuing Eglin's beach park property. There have been some damages caused by Hurricane Ivan, but the remodel for the City could be inexpensive. His only concern is swimming in that inlet. The current there is brutal when the tides are going in or out.

4. CITY MANAGER REPORTS

A. Food for Thought Lease Agreement

Ms. Tiffany Nelson, Founder and CEO of Food for Thought Outreach, stated that 2020 marked the 10th year anniversary of this organization where they were serving 6 children with a \$300 budget. Since then the organization has grown to serve 3,300 children a week at 35 school locations across Okaloosa and Walton Counties. They run 5 separate programs designed to fight child hunger, empower them to stay in school and become productive members of the community. For years they have gone from one borrowed space to another in Okaloosa County trying to find a home for their program. Space is important as they distribute 30,000 food items a week using 250 volunteer workers. Five years ago, they were presented with the opportunity to use the facility on Airport Road. At the time, the building needed a lot of work. Food for Thought through partnership with the Destin Rotary, City of Destin and the Destin Chamber of Commerce, as well as through donations given to Food for Thought, completed a \$200,000 renovation of the facility. From that location they distribute over 17,000 food items a week, and it is their goal to stay at that location and extend the lease agreement with the City for another 5 years.

Council members Braden and Ramswell expressed their support for lease renewal and rent reduction.

Councilmember Morgan recommends renewing the lease and giving Food for Thought two 5-year renewal options, thus providing them some security.

Councilmember Destin moved to instruct City staff and the City Attorney to renegotiate the terms of the lease with Food for Thought to include renewal options and to reduce the rent term to \$1 per year. Councilmember Menchel provided a second to the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

B. Memorandum of Understanding between the City of Destin and Okaloosa County regarding City FDEP Permit # 0288799-003-JC

The City Attorney noted that the City of Destin and Okaloosa County have been working together to ensure the dredging of the East Pass and finally getting closed to accomplishing it. The City's dredging permit is in order. Financially, the City is not a qualified non-federal sponsor therefore they cannot receive flow-through federal funds relating to this project. However, the County is a qualified non-federal sponsor and can receive those funds. The County is also funding the remainder of the project. The memorandum of understanding being presented to Council memorializes the agreement between the City and County as it relates to the dredging permit.

Councilmember Destin moved to approve the Memorandum of Understanding Between Okaloosa County and the City of Destin for East Pass Dredging, authorize the Mayor to execute the MOU, and direct City staff to take all actions necessary to ensure the East Pass is dredged as soon as possible. Councilmember Overdier provided a second to the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

C. Staff and City Land Use Attorney Update on Eglin Property

According to the City Manager, Council had previously tasked the City Land Use Attorney and staff to bring back additional information and options relating to obtaining a potential interest or license on the north west beach property under the East Pass bridge. Staff has presented three options for Council's consideration.

Councilmember Overdier moved to have the Parks and Recreation Committee explore this opportunity, its benefits, and its costs, and bring back a recommendation to the Council for consideration to include the NCO Beach Club area; seconded by Councilmember Ramswell. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

D. Request to Approve Consultant for Building Height Analysis

Councilmember Overdier moved to approve the proposal from Fisher Planning & Development Consultants, dated January 15, 2020, not to exceed \$18,000 payable from the City's fund balance, authorize staff to make the required budget amendments, and authorize Fisher Planning & Development Consultants to commence work pursuant to the time table set forth therein. Councilmember Menchel provided a second to the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

E. Airport Road Guardrail Design, authorization to execute task order

According to the City Manager, Council authorized him to negotiate a task order with Volkert Engineering to design two guardrail systems on Airport Road. On January 8, 2020, he and staff met with Volkert representatives and discussed the scope of the tasks order; which is now before the Council for consideration.

Councilmember Overdier moved to authorize the City Manager to execute a task order with Volkert Engineering for the design of Airport Road guardrails system in an amount not to exceed \$32,184 to be taken from Transportation Impact Fees and to make any required budget amendments; seconded by Councilmember Ramswell.

Councilmember Braden opined the proposed amount is too much to pay just for designing the guardrail system. He recommends placing the flashing speed limit signs recommended by the Public Works/Safety Committee in lieu of the guardrails and wait for FDOT to install the high friction surface on the road.

Councilmember Ramswell asked how often accidents happen on the Airport Road curve.

According to Capt. Nix of the Sheriff's Department, more accidents happen on that portion of the road when it rains; about one or two on average.

Councilmember Ramswell inquired as to the effectiveness of temporary barriers or the flashing speed signs.

According to Capt. Nix, he has not had a whole lot of experience with temporary barriers, however, the majority of the wrecks in the area of the guardrails on Scenic Hwy 98 by the Crab Trap involved people on rented scooters and some vehicle crashes. The guardrails cause a lot of damage when they are hit. He continued that placing speed signs on both sides of the roadway would slow traffic down for a few days; but once motorists realize there is no law enforcement action for violating the speed limit, the signs are ignored.

Councilmember Ramswell asked if the Sheriff's Department could put up the signs on that curve and enforce them.

According to Capt. Nix, the yellow signs on the corner are caution signs, which is basically the recommended speed; and that they are not enforceable because they are not placed by FDOT. The white speed limit signs on the road are the enforceable signs. When they put the speed trailers up, they purposely lower the speed limit to get motorists to slow down while approaching the curve, but they cannot enforce it. He continued that they have increased enforcement of speed limits signs on Airport Road.

Councilmember Ramswell recommends issuing more traffic citations than warning tickets for speeding along that road to let people know they mean business. She also stated that considering the cost and time it would take to install the guardrails, she is now leaning towards something that makes better sense like taking the recommendations of the Public Works/Safety Committee and increasing enforcement of the speed limit until the permanent solution is put into place by FDOT.

According to Councilmember Menchel, the way to stop the problems on Airport Road is to slow people down whichever system they choose to use; adding that his main goal regarding putting in the guardrail is to avoid a head on collision by stopping motorist from crossing the median. He stated that he has discussed this issue with the City Manager and Deputy City Manager, and they came up with the public relation slogan, "Don't fly on Airport Road." They

would need to convince the Sheriff's Office to basically issue a "zero-tolerance policy" along that road; and then put out a press release in that regard and advertise it on their web page and social media to get people's attention. He also expressed concern regarding the time element for installing the guardrail; stating that by the time they finished processing all the paperwork and installing the guardrail, it would be time for FDOT to construct the high friction surface on that road. He asked if staff could narrow down the timeline for the actual placement of the guardrail system, and to request the Sheriff's Office adopts a "zero tolerance policy" on Airport Road.

Councilmember Destin offered a substitute motion to table this item, seconded by Councilmember Braden. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes"). Motion 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

Councilmember Destin moved to instruct the City's Public Information Manager to work with other members of staff in putting out a public relations campaign announcing to the general public the increased speed enforcement along Airport Road by the Sheriff's Office; and to instruct staff to bring back some options and recommendations with regards to costs associated with the radar signage passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

F. Stahlman Avenue Intersection Assessment, authorization to execute task order

According to the City Manager, the Council requested that an assessment of the Stahlman Avenue/US Hwy 98 intersection and immediate areas be evaluated for the purposes of improving the flow of vehicular traffic while promoting pedestrian safety. He continued they have met with Volkert Engineering to discuss this project and finalize a task order/scope of work both for short term and long-term solution for that area.

Councilmember Braden suggests they reach out to the County first to determine what they plan to do for that intersection before they spend some money redesigning it.

The City Manager noted there is an area associated with the PD&E that the County and State would do. The area beyond that which is more towards the community center is what this scope of work is all about. They could then combine that with the County and State's plans in the future.

Councilmember Ramswell requested they include the underground pedestrian tunnel as one of the options to consider at the Stahlman Avenue and US Hwy 98 intersection.

Councilmember Marler stated that in the process of redesigning that intersection, they need to keep in mind they would not be able to acquire additional rights-of-way as the existing Whataburger Restaurant and Chevron Gas Station may not be amenable to giving up their rights-of-way.

Councilmember Overdier moved to authorize the City Manager to execute a Task Order with Volkert Engineering to provide an assessment of the Stahlman Avenue/US Hwy 98 intersection and adjacent areas consistent with the base scope of work provided to

include the Local Concerns meeting in an amount not to exceed \$64,696 to be taken from the Transportation Impact fees and to make any necessary budget amendments. Councilmember Ramswell seconded the motion, which passes 6-1 (Council members Morgan, Destin, Marler, Overdier, Menchel and Ramswell voted “yes”; Councilmember Braden voted “no”).

G. Development Review System Software Update

The Deputy City Manager announced that City staff continues to work hard in preparation for the Energov Project. They had very productive sessions with Energov staff and will continue to provide updates to the Council as the project progresses. Staff is prepared to move forward and have a target date for substantial completion of this phase of the community development portion of Energov in January 2021.

H. The City is partnering with the United States Army Corps of Engineers to conduct a Harbor Capacity Study for the Harbor and Choctawhatchee Bay areas.

Community Development Director Louis Zunguze informed the Council that staff has been coordinating with the Army Corps of Engineers to prepare a survey that will be used for data collection and analysis during the Harbor Capacity Study. The City would need to establish a Harbor Capacity Study Steering Committee made up of stakeholders to aid staff in reparation of the harbor study questionnaire. The Steering Committee, once established, will work to finalize the survey so that it can be released in time to begin the execution of the study.

Councilmember Menchel moved to form a Harbor Capacity Study Steering Committee; seconded by Councilmember Ramswell.

Councilmember Ramswell inquired as to the main purpose of the study.

Mr. Zunguze explained that the study will look at the environmental aspects of the harbor and the balance between recreation and the business side of the harbor. It will also determine the interaction among all the uses including the capacity of the boarding fleet. He continued there will be a series of recommendations for the Council to consider from the policy and regulatory standpoints to make sure the harbor continues to be a thriving part of the City. He added it would also help in securing grant that might be needed, for instance, for environmental purposes.

Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

Councilmember Menchel recommends they advertise the opening quickly and obtain some applicants so that that Council could appoint members in a timely manner.

It was the consensus of the Council to adopt an application form for the steering committee and present all completed applications to Council for appointment on the second meeting in February 2020.

I. Announcements

The City Manager made the following announcements:

- Workshop on potential uses of half-cent sales tax on January 27th at 5:30 PM at the Annex Council Chambers
- Social Media/Public Records/Ethics Training on January 30th at City Hall
- It does not appear that streetlights are included in the plans for the Henderson Beach Drive/Commons Drive intersection. County staff recommends that the Destin City Manager or Mayor write a letter to BOCC requesting they include lights in that project for safety reasons (there was a Council consensus to send the letter)
- Second edition of Task Tracking Report went out on Friday. Encourage a one-on-one discussion with Council members

5. PUBLIC HEARINGS

A. First reading of Ordinance 20-01-PC – Amending Chapter 6 of the City of Destin's Comprehensive Plan, "Coastal Management Element", providing updates to the Coastal Management Element pursuant to State law.

The City Attorney read proposed Ordinance 20-01-PC by title, and then presented it to the Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING CHAPTER 6 OF THE CITY OF DESTIN'S COMPREHENSIVE PLAN, "COASTAL MANAGEMENT ELEMENT"; PROVIDING UPDATES TO THE COASTAL MANAGEMENT ELEMENT PURSUANT TO STATE LAW; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The Mayor opened a public hearing to receive comments for or against the proposed ordinance. Having none, the Mayor closed the public hearing portion and sent the matter over to Council for their discussion and consideration.

Motion by Councilmember Menchel to approve proposed Ordinance 20-01-PC and direct staff to forward the EAR report and the ordinance to the State Department of Economic Opportunity (DEO) was seconded by Councilmember Overdier and passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

6. *CONSENT AGENDA

- A. Valentine's Day 8k Request
- B. Draft Minutes of Standing Committee/Board Meetings

Councilmember Marler moved to approve Consent Agenda items 6A and 6B, as printed above, seconded by Councilmember Destin. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

7. COMMENTS/PRESENTATIONS FROM MAYOR, COUNCIL, LAND USE ATTORNEY AND CITY ATTORNEY

A. Councilmember Braden

Councilmember Braden noted that he has not received the specifications he asked for on Coleman Lake spillway, showing the height before and after it was built.

Public Services Director Michael Burgess stated that he has conducted a research on the original Coleman Lake spillway retrofit. It incurred some damages a few years ago and so it was necessary to rebuild the spillway. He continued that Jenkins Engineering went on site a few days ago and shot the elevations as a courtesy. It was about 5- or 6-inches lower from the original condition sheet to its current elevation. Mr. Jenkins expressed concern that if they raise the lake level, they would be losing storage capacity in the lake during a large storm event.

Councilmember Braden asked why it would be necessary for the City to hire a grant writer for \$100,000 a year instead of outsourcing it.

The City Manager noted they are advertising the position as instructed by the Council to fill the Grants Manager/Project Manager position. They have several large-scale grant programs coming online, and that this position will not only seek out new grants but will be managing the capital projects which is necessary to make sure they are in compliance with both state and federal guidelines. He added he does not have the exact salary figure for the position, but it falls quite short of \$100,000.

Next, Councilmember Braden asked if the insurance company would cover the stucco repair for the Community Center.

The City Manager noted that the City’s Risk Manager has filed the claim with the insurance company, but the case file is still open. He continued they are waiting for an official cost estimate for the repair which they would need to submit to the insurance company to determine how much coverage they would provide.

According to Mr. Burgess, some contractors would be looking at some of the problem areas and possibly doing an assessment of the entire building to determine if there are any other damages that may not have yet presented to the surface.

Councilmember Braden asked if they have put out the bid for the Capt. Royal Melvin Heritage Park.

The City Manager noted they are still waiting for the County’s approval of the bid document, which is part of the federal guidelines as recipient of the money from the Treasury Department. However, he expects to be able to advertise the bid within the next 10 days.

B. Councilmember Ramswell

Councilmember Ramswell asked if the City's Finance Director had been able to review the matter relating to NPEB funding which the Council discussed at the last meeting.

According to Finance Director Bragg Farmer, they have confirmed that the two NPEB funds – \$46,000 and \$48,500. One had already been attached to the construction and they will attach the other one this week so that they are both in the funding. He continued they are still looking through the development file to make a determination regarding the Pointe One contribution and will advise the Council of their findings.

Councilmember Ramswell noted that she and Parks and Recreation Director Lisa Firth has discussed the idea of forming a City Beach Committee comprising of representatives from different entities – i.e., Parks and Recreation, lifeguard, Sheriff's Office, Okaloosa County, Code Compliance, vendors, City Attorney, etc. – so that everybody could come together and discuss and come to an agreement on beach issues before the start of the season. She continued that Ms. Firth has agreed to contact and gather representatives from different stakeholder groups.

Next, Councilmember Ramswell asked if it would be necessary to schedule an executive session ahead of the mediation for the Pointe Mezzanine litigations.

According to the Land Use Attorney, it would not be necessary at this time unless the Council feels they have something to discuss in terms of litigation strategies and expenditures. She stated that the mediation is very limited in scope and they would not be mediating any specific land use issues. She added they would more likely schedule an executive session at some point after the mediation as the Council would need to approve anything discussed at the mediation.

Councilmember Ramswell wants to make sure no negotiations, bargaining or decisions occur at the mediation; and that the Council will have the opportunity to discuss strategies before such decisions are made.

The Land Use Attorney noted they have already discussed with the counsel for Pointe Mezzanine that no decisions that the lawyers agreed to at the mediation would be binding on the City Council. They would be taken back to the Council for approval at a public meeting, and any matter relating to strategies and expenditure will be discussed in an executive session.

Councilmember Ramswell announced that a Destin High School pep rally was held in town hall last week, and that it was a tremendous event with people packing the Destin United Methodist Church gymnasium which is quite a large facility. Families that will have a 9th or 10th grade students next year and are contemplating on attending the school next year are being encouraged to go online and submit an application to secure a spot.

C. Councilmember Menchel

- 1) Okaloosa County Sheriff's Office "increased" traffic enforcement on Airport Road

2) Adopting a resolution specifying that the City Council meeting agenda is to be published by Thursday, prior to the meeting to which it pertains

Councilmember Menchel noted that a City Council agenda packet typically consists of 500 – 600 pages on average, and that staff spends a lot of time processing it. They previously amended their council meeting resolution establishing a deadline of Wednesday prior to a scheduled council meeting to publish the agenda. During the past several meetings, there have been additions and deletions to the agenda after it has been published which necessitated re-publishing it on a Friday. It created a lot more work for staff and some confusion on the part of the council. He stated that he and the City Manager both agreed that reverting back to the previous publication deadline of Thursday could help alleviate this problem.

Councilmember Menchel moved to adopt proposed Resolution 20-2 that would rescind Resolution 18-22 and uphold previous provisions of Section 6-2 of Resolution 13-15 to allow staff more time to process the agenda; seconded by Councilmember Braden.

Councilmember Ramswell stated that the idea behind the Wednesday deadline was to give the Council more time to read and study the materials and make the necessary research.

According to Councilmember Menchel, the City Manager gave his assurance that the Council will receive the materials by noon on Thursday, and that any materials not ready to be published and any new items will be added to the next meeting agenda.

Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

Next, Councilmember Menchel pointed out that the update status for 01/17/20 for tracking report Item #5 – *Requesting additional funding from the TDC for the Sheriff’s contact* shows legal opinion is needed. He stated that the City Attorney has already provided the Council a legal opinion from the County on September 6, 2019 via email and so it is no longer necessary

Councilmember Ramswell noted that County Commissioners who attended a subsequent City Council meeting verified the legal opinion.

Next, Councilmember Menchel noted that the Council recently received a document from the Insurance Service Office (ISO). It is an organization that basically goes to most of the communities in the nation and studies 3 areas – fire department, 9-11 and water department – and then give the community an ISO rating which impacts the community’s insurance rates as insurance companies use this rating to raise insurance rates. The City of Destin has had a very good ISO rating; however, according to the information they received, the ISO rating for the City will be downgraded. When he spoke with a fire district commissioner about this issue, he was informed that last year the fire district had to let go of 6 firefighters to save money. The number of firefighters in Destin decreased resulting in a lower ISO rating. Effective April 1, 2020, Destin’s rating will be lowered which would give the insurance companies the ability to potentially raise the insurance rates for residents. Even though the fire district has subsequently rehired the firefighters, it would take another year to update the ISO rating to reflect the change.

D. Councilmember Overdier
E. Councilmember Marler

1) Revisit discussion on building parking garages

Councilmember Marler stated they do not have adequate parking in Destin because they have more people than they have ever had before. None of the restaurants or any other businesses along the harbor have adequate parking spaces for the number of tourists they get each year. They need to consider building parking garages sooner rather than later and pursue a public-private partnership as he previously suggested. They have acquired more land and already have a paved parking lot at Marler Street which they could convert into a parking garage.

Councilmember Marler moved to revisit the parking garage issue; seconded by Councilmember Overdier.

Councilmember Braden stated it would be very hard to convince the community to build a parking garage for Emerald Grande, which is basically what they would be doing.

Councilmember Overdier stated that parking is a definite problem no matter who created it, and it is up to them to find a solution or things will not get any better.

Councilmember Ramswell asked staff how often they have had to put up a sign stating that the parking lot is full at the Marler Parking Lot as well as the parking lot at Stahlman.

According to the City Manager, he had seen the lots nearing capacity only during the 4th of July week and other special events, but he personally had never seen any sign indicating that the lot is in full capacity.

Councilmember Marler mentioned that other businesses, not just the Emerald Grande, are having their employees park at City parking lots. The City is still getting the payments no matter who park on these lots. He continued they are not building parking garages for any particular business or property, rather they are building it for the tourism industry as well as their residents.

Councilmember Menchel stated they cannot justify spending money building parking garages if they are not filling up their existing parking lots; adding that their current priorities include undergrounding the utilities and obtaining beachfront properties which would require spending a lot of money.

Councilmember Marler noted there are no areas closed to the harbor businesses that are zoned for parking garages; otherwise, several of the business owners would build their own parking garage.

Councilmember Ramswell pointed out that no one has put forth a request to change zoning for such a venture.

Motion failed 2-5 (Council members Marler and Overdier voted “yes”; Council members Morgan, Destin, Menchel, Ramswell and Braden voted “no”).

F. Councilmember Destin

Councilmember Destin asked the City Manager to contact the County Administrator to check on the status of the bid document for the Capt. Royal Melvin Heritage Park.

G. Councilmember Morgan

- 1) Nomination of Mr. James Geveden to the Local Planning Agency

Motion by Councilmember Morgan, seconded by Councilmember Ramswell, to appoint Mr. James Geveden to the Local Planning Agency passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

Councilmember Morgan requested that Coleman Lake outfall update be placed on the next agenda and for staff to prepare a report.

H. Mayor Gary Jarvis

I. Land Use Attorney

- 1) Pointe Mezzanine mediation set for February 5th, 2020.

2) Briefing on proposed legislation (SB 1128/HB 1011), dealing with Short-Term Rentals

The Land Use Attorney announced that proposed Senate Bill 1128 and House Bill 1101 if passed would preempt all regulations of all short-term vacation rentals in the State including inspection and licensing. The only regulation that would be permitted would be those that apply uniformly to all residential properties. Any regulations enacted before 2011 would be exempted and all others would be preempted.

After a brief discussion, Councilmember Destin moved to authorize the Mayor to write a letter and to instruct the City staff and Land Use Attorney to bring back a resolution opposing the Short-Term Rental legislation proposed at the State level; seconded by Councilmember Menchel. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

J. City Attorney

- 1) Update to Destin Election and request for direction

The City Attorney noted that the Destin City Council adopted an ordinance moving the City’s election day from the second Tuesday in March and aligns the City’s election day with the State general election on the first Tuesday following the first Monday of November of even numbered years. At its recent meeting, the Supervisor of Election presented four cost sharing options for the Board of County Commissioners (BOCC) to consider for municipalities holding regularly scheduled elections in conjunction with countywide general elections. The BOCC elected

to proceed with “Option 2” which provides that the County will absorb the cost of conducting municipal elections, including cost of additional ballot cards that may be required. Additionally, Option 2 presents two add on items for the City to consider. At the City’s option it may request that all legally required advertisements be published and administered by the Supervisor of Elections’ office. The City would be required to reimburse the Supervisor for the actual, full cost of these advertisements. Additionally, the City may pay the Supervisor a flat fee of \$500 to handle and administer all candidate qualifying and campaign finance filings. City staff recommends that they exercise both options offered by the Supervisor and County in Option 2.

Councilmember Destin moved to exercise both add-on options offered by the Supervisor of Elections and Okaloosa County, thereby having the Supervisor of Elections administer all legally required advertisements and public notices for the City’s election, and administer all candidate qualifying and campaign finance filings. Councilmember Braden provided a second to the motion, which passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted “yes”).

8. PUBLIC COMMENTS

Having no further business at this time, the meeting was adjourned at 9:10 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk



City of Destin

Proclamation

NATIONAL PUBLIC WORKS WEEK

“It Starts Here”

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Destin Florida; and,

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation’s transportation, natural environment, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders and children of Destin to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, the year 2020 marks the 60th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

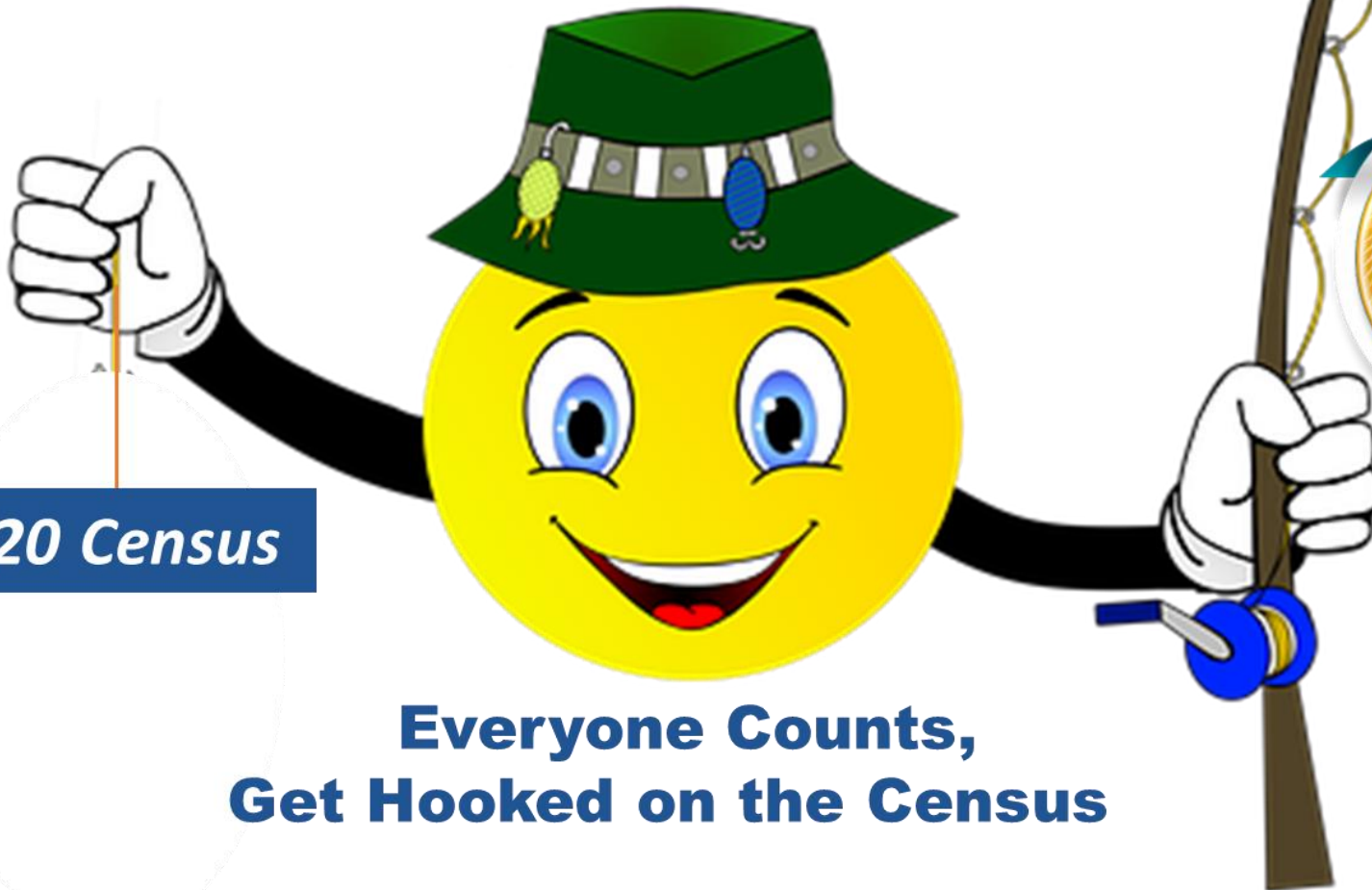
NOW, THEREFORE, BE IT PROCLAIMED, that I, Gary Jarvis, Mayor of Destin Florida, on behalf of the City Council, do hereby designate the week May 17 – 23, 2020 as ***National Public Works Week***, and urge all citizens to join with us to pay tribute to our public works professionals, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

SO, DONE THIS 18TH DAY OF MAY 2020
BY:

Gary Jarvis, Mayor

2020 Census Count

How Do We Compare?



2020 Census

**Everyone Counts,
Get Hooked on the Census**

Let's Review



It's Mandated

U.S. Constitution in Article 1, Section 2: The U.S. has counted its population every 10 years since 1790.



It's Not Too Late

You can still complete the census today.



It's Quick and Easy

The 2020 Census takes just a few moments to complete.



It's Safe and Secure

The U.S. Census Bureau keeps your answers safe and confidential.

Why is the Census Important?

- ✓ **Congressional Representation**
- ✓ **Billions in Federal Dollars**



- ✓ **Taxation (Gas/Sales/Local Option)**
- ✓ **Local TPO and Similar Representation**

Destin Populations:

2010 Census (12,305) / 2019 BEBR Estimate (13,441)

BEBR – UF Bureau of Economics and Business Research

Reporting Community	Response Rate
U.S.	58.6%
Florida	56.2%
Okaloosa County	54.6%
Shalimar	70.5%
Niceville	70.1%
Mary Esther	66.8%
Fort Walton Beach	60.1%
Crestview	57.6%
Destin	28.9% / 54.2%

Destin Census Tracts	Response Rate (05/15/20)	Issue
233.03	10.7%	Short Term Rentals/2 nd homes – Owners counted elsewhere
233.04	40.8%	Heavily Kelly Plantation (Not Destin City Limits)
233.05	53.0%	Main resident part of town
233.06	57.6%	Main resident part of town
233.07	52.1%	Main resident part of town
233.08	39.1%	Heavily Regatta Bay/Emerald Bay/Crystal Beach (Not City Limits)

Destin Census Tracts by Map

233.06/57.6%

233.05/53.0%

233.07/52.1%

233.04/40.8%

233.08/39.1%

233.03/10.7%



**Shape
our future
START HERE >**

The logo for the United States Census 2020 is displayed within a solid maroon square. The text "United States" is in a small, white, sans-serif font at the top. Below it, the word "Census" is in a large, bold, white, sans-serif font. At the bottom, the year "2020" is in a large, bold, white, sans-serif font.

**United States®
Census
2020**

How to Submit Your Census Survey:

www.2020census.org / 1-800-330-2020

**How to Work as a 2020 Census
Counter:** (Okaloosa County) \$16.50/hr. +
mileage and selected
other expenses as appropriate

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2020

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Lance Johnson, City Manager
Webb Warren, Deputy City Manager

FROM: Krystal Strickland, Finance Consultant

DATE: 05/13/2020

SUBJECT: Internal Audit of the City of Destin Continuing Services Contracts

I. BACKGROUND: On 1/6/2020, Council instructed the City Manager to have each department head conduct a thorough self-audit of their continuing services contracts and to report back to Council.

II. DISCUSSION: The Department Directors reviewed 1650 invoices related to continuing services contracts that were paid during fiscal years FY2017 - FY2019. The errors found were categorized and a summary has been provided in a presentation. The presentation recommends internal controls that will reduce these types of errors.

A. Link to Strategic Goals / Objectives: Goal #1: Financially Sound City
Providing Service Excellence

B. Effect on Budget (EOB): No effect on current budget.

C. Level of Service (LOS): Implementing these recommended internal controls will result in improved fiscal responsibility and should also improve management of contractors.

III. CONCLUSION: The City's financial accounting software was significantly upgraded in October 2019. The recommended internal controls will become the operational norm as soon as all staff are trained how to more fully utilize certain features of the purchasing and payables modules.

IV. RECOMMENDED MOTION: NA

Attachments:

1. 2020 0518 Internal Audit Results
2. 2020 Internal Audit Details

FY2017–2019 CONTINUING SERVICES CONTRACTS

Departmental
Self Audit



Overview

Task: CM005

FY2017-FY2019 Summary of Continuing Services Contract Self Audit

# of Vendors	# of Invoices Reviewed	# of errors	Period Reviewed	Net Variance Over/(Under)
19	1650	248	10/01/2016-09/30/2019	0.671%
	Error Rate	15%		

Summary of Errors Found

Error Type		# of the 19 Vendors	# of Invoices Reviewed	Total Actual Paid		Net Variance Over/(Under)	# of errors
1)	Contract Unit Price does not match Invoice Unit Price	12	107	\$	2,655,142	\$ 9,442	94
2)	Undocumented change orders	0	0	\$	-	\$ -	0
3)	Pricing and PO's lump sum, instead of unit pricing	2	54	\$	274,285	\$ (3,118)	54
4)	Goods or services not confirmed complete before payment	2	15	\$	2,990	\$ 992	15
5)	Others*	7	95	\$	895,053	\$ 18,802	85
	No Errors Found	5	1379	\$	62,770	\$ -	0
TOTAL			1650	\$	3,890,240	\$ 26,118	248

*Most of the "Others" were math errors on the invoices

Recommended Internal Controls

Error Type	Internal Control
1) Contract Unit Price does not match Invoice Unit Price	* Add a Work Order required format to each annual services contract that uses the base of contract unit prices * Add unit details to a Vendor account for use when creating Work Order POs in MUNIS
2) Undocumented change orders	* Ensure each change order is documented and PO adjusted accordingly in MUNIS
3) Pricing and PO's lump sum, instead of unit pricing	* Pay only invoices submitted with proper itemized detail
4) Goods or services not confirmed complete before payment	* A/P must complete 3-way match (invoice to PO to confirmation of receipt of good or service) before releasing for payment
5) Others	* Return mathmatically incorrect invoices to vendors to be corrected

General A/P Controls

All invoices should be sent to the A/P clerk for recording and routing.

FY2017–2019 Continuing Services Contract Self Audit

Internal Control Action Items

Error Type	Action Items
1) Contract Unit Price does not match Invoice Unit Price	Finance - add unit codes in MUNIS; train procurement support staff within each department.
2) Undocumented change orders	Finance - reject invoices until presented with all required documents for proper purchasing trail
3) Pricing and PO's lump sum, instead of unit pricing	Finance - reject inadequate invoices and request vendor to re-submit with required detail.
4) Goods or services not confirmed complete before payment	Ask Tyler Tech to change PO to automatically print Receiving Documents, and ensure WorkFlow automatically sends Receiving Documents to proper Department.
5) Others	Finance - reject inadequate invoices and request vendor to re-submit with required detail.

General A/P Controls

IT: Set up accounts payable@cityofdestin.com

Procurement Committee: Ensure the A/P e-mail address is clear in the Payment section of every contract. Remind vendors of payment process during negotiations.

Finance: Maintain payment flowchart for vendors, and hand out at each kick-off meeting.

FY2017-FY2019 Summary Comparison Continuing Service Contracts versus Invoices

Item Number	Department	Vendor	Service	Paid	Variance Over/(Under)
1	City Manager	Panhandle Animal Welfare Society	Animal Control: Enforcement	\$ 45,976	\$ 1
2	City Manager	Panhandle Animal Welfare Society	Animal Control: Enforcement	\$ 45,976	\$ 1
3	Community Development	3TP Ventures Inc	Comp Plan and Land Development Code maintenance	\$ 128,984	\$ 1,277
4	Community Development	Renaissance	Transportation Planning Review	\$ 270,367	\$ 25
5	Public Works	Advanced Protective Technology	Alarm/Fire Safety for City Properties	\$ 92,464	\$ 64
6	Public Works	Florida Pest Control	Misc Pest control services	\$ 17,906	\$ 804
7	Public Works	Florida Septic & Sewer	Misc storm maintenance services	\$ 33,080	\$ 288
8	Public Works	Gulf Coast Electrical	Misc electrical services	\$ 53,106	\$ 775
9	Public Works	Gulf Coast Utility Contractors	Misc asphalt services	\$ 895,480	\$ 5,850
10	Public Works	H&T asphalt	Misc asphalt services	\$ 1,014,482	\$ 98
11	Public Works	Porter Roofing	Misc roofing services	\$ 10,337	\$ (7)
12	Public Works	RONCO	Generator maintenance	\$ 27,413	\$ 515
13	Public Works	SH Hayes	Misc fence maintenance	\$ 19,571	\$ (250)
14	Public Works	Emerald Coast Striping	Miscellaneous Road Striping	\$ 115,687	\$ (3,118)
15	Public Works	D&D	Misc mechanical services	\$ 158,598	\$ -
16	Public Works	Advanced Protective Technology	Alarm/Fire Safety for City Properties	\$ 2,990	\$ 465
17	Public Works	RONCO	Generator maintenance		\$ 527
18	City Manager	Feline Friends	Animal Control: Trap Neuter Return Maintenance	\$ 10,527	\$ 527
19	City Manager	Panhandle Animal Welfare Society	Animal Control: Enforcement	\$ 42,144	\$ (3,831)
20	Public Works	Advanced Protective Technology	Alarm/Fire Safety for City Properties		
21	Public Works	Gulf Coast Environmental	Median maintenance services	\$ 286,434	\$ (983)
22	Public Works	Gulf Coast Utility Contractors	Misc asphalt services		\$ -
23	Public Works	H&T asphalt	Misc asphalt services		\$ 20,689
24	Public Works	SH Hayes	Misc concrete services	\$ 555,947	\$ 2,399
25	City Manager	Emerald Coast Wildlife Refuge	Animal Control: Wildlife Rehabilitation	\$ 3,000	\$ -
26	City Manager	Emerald Coast Wildlife Refuge	Animal Control: Wildlife Rehabilitation	\$ 3,000	\$ -
27	City Manager	Emerald Coast Wildlife Refuge	Animal Control: Wildlife Rehabilitation	\$ 3,000	\$ -

FY2017-FY2019 Summary Comparison Continuing Service Contracts versus Invoices

Item Number	Department	Vendor	Service	Paid	Variance Over/(Under)
28	City Manager	Feline Friends	Animal Control: Trap Neuter Return Maintain	\$ 10,000	\$ -
29	City Manager	Feline Friends	Animal Control: Trap Neuter Return Maintain	\$ 10,000	\$ -
30	Public Works	3TP Ventures Inc	Multi-modal Transportation Studies	\$ 33,770	\$ -
31	HR/Risk Mgmt	Barton, Fenstermaker, Tondel	Group health and ancillary benefits		
32	Public Works	Crowder-Gulf	Disaster Recovery Services		
33	Public Works	Advanced Protective Technolo	Alarm/Fire Safety for City Properties		
34	Public Works	D&D	Misc mechanical services		
35	Public Works	Emerald Coast Striping	Miscellaneous Road Striping		
36	City Manager	Feline Friends	Animal Control: Trap Neuter Return Maintain		
37	Public Works	Florida Pest Control	Misc Pest control services		
38	Public Works	Florida Septic & Sewer	Misc storm maintenace services		
39	Public Works	Gulf Coast Electrical	Misc electrical services		
40	Public Works	Gulf Coast Environmental	Median maintenance services		
41	Public Works	Gulf Coast Utility Contractors	Misc asphalt services		
42	Public Works	H&T asphalt	Misc asphalt services		
43	Public Works	Porter Roofing	Misc roofing services		
44	Community Develop	Renaissance	Transportation Planning Review		
45	Public Works	RONCO	Generator maintenance		
46	Public Works	SH Hayes	Misc concrete services		
				<u>\$ 3,890,240</u>	<u>\$ 26,118</u>
					0.671%

FY2017-FY2019 Summary Comparison Continuing

Item			# of invoices		
Number	Department	Vendor	reviewed	# of errors	Error Type
1	City Manager	Panhandle Animal Welfare Soci	12.00	12	1 Contract Unit Price does not match Invoice Unit Price
2	City Manager	Panhandle Animal Welfare Soci	12.00	12	1 Contract Unit Price does not match Invoice Unit Price
3	Community Development	3TP Ventures Inc	9.00	9	1 Contract Unit Price does not match Invoice Unit Price
4	Community Development	Renaissance	7.00	7	1 Contract Unit Price does not match Invoice Unit Price
5	Public Works	Advanced Protective Technology	10.00	10	1 Contract Unit Price does not match Invoice Unit Price
6	Public Works	Florida Pest Control	1.00	1	1 Contract Unit Price does not match Invoice Unit Price
7	Public Works	Florida Septic & Sewer	4.00	4	1 Contract Unit Price does not match Invoice Unit Price
8	Public Works	Gulf Coast Electrical	13.00	13	1 Contract Unit Price does not match Invoice Unit Price
9	Public Works	Gulf Coast Utility Contractors	18.00	5	1 Contract Unit Price does not match Invoice Unit Price
10	Public Works	H&T asphalt	1.00	1	1 Contract Unit Price does not match Invoice Unit Price
11	Public Works	Porter Roofing	1.00	1	1 Contract Unit Price does not match Invoice Unit Price
12	Public Works	RONCO	16.00	16	1 Contract Unit Price does not match Invoice Unit Price
13	Public Works	SH Hayes	3.00	3	1 Contract Unit Price does not match Invoice Unit Price
14	Public Works	Emerald Coast Striping	7.00	7	3 Pricing and PO's lump sum, instead of unit pricing
15	Public Works	D&D	47.00	47	3 Pricing and PO's lump sum, instead of unit pricing
16	Public Works	Advanced Protective Technology	14.00	14	4 Goods or services not confirmed complete before payment
17	Public Works	RONCO	1.00	1	4 Goods or services not confirmed complete before payment
18	City Manager	Feline Friends	1.00	1	5 Others
19	City Manager	Panhandle Animal Welfare Soci	11.00	1	5 Others
20	Public Works	Advanced Protective Technology	2.00	2	5 Others
21	Public Works	Gulf Coast Environmental	2.00	2	5 Others
22	Public Works	Gulf Coast Utility Contractors	1.00	1	5 Others
23	Public Works	H&T asphalt	2.00	2	5 Others
24	Public Works	SH Hayes	76.00	76	5 Others
25	City Manager	Emerald Coast Wildlife Refuge	4.00	0	99 No Errors Found
26	City Manager	Emerald Coast Wildlife Refuge	4.00	0	99 No Errors Found
27	City Manager	Emerald Coast Wildlife Refuge	4.00	0	99 No Errors Found

FY2017-FY2019 Summary Comparison Continuing

Item			# of invoices		
Number	Department	Vendor	reviewed	# of errors	Error Type
28	City Manager	Feline Friends	4.00	0	99 No Errors Found
29	City Manager	Feline Friends	4.00	0	99 No Errors Found
30	Public Works	3TP Ventures Inc	115.00	0	99 No Errors Found
31	HR/Risk Mgmt	Barton, Fenstermaker, Tondel	-	0	99 No Errors Found
32	Public Works	Crowder-Gulf	-	0	99 No Errors Found
33	Public Works	Advanced Protective Technolc	36.00	0	99 No Errors Found
34	Public Works	D&D	78.00	0	99 No Errors Found
35	Public Works	Emerald Coast Striping	18.00	0	99 No Errors Found
36	City Manager	Feline Friends	3.00	0	99 No Errors Found
37	Public Works	Florida Pest Control	550.00	0	99 No Errors Found
38	Public Works	Florida Septic & Sewer	32.00	0	99 No Errors Found
39	Public Works	Gulf Coast Electrical	72.00	0	99 No Errors Found
40	Public Works	Gulf Coast Environmental	51.00	0	99 No Errors Found
41	Public Works	Gulf Coast Utility Contractors	12.00	0	99 No Errors Found
42	Public Works	H&T asphalt	16.00	0	99 No Errors Found
43	Public Works	Porter Roofing	6.00	0	99 No Errors Found
44	Community Develop	Renaissance	202.00	0	99 No Errors Found
45	Public Works	RONCO	18.00	0	99 No Errors Found
46	Public Works	SH Hayes	150.00	0	99 No Errors Found
			1,650	248	Grand Total
			Error Rate:	15.0%	

FY2017-FY2019 Summary Comparison Continuing

Item Number	Department	Vendor	Notes
1	City Manager	Panhandle Animal Welfare Society	
2	City Manager	Panhandle Animal Welfare Society	
3	Community Development	3TP Ventures Inc	
4	Community Development	Renaissance	
5	Public Works	Advanced Protective Technology	
6	Public Works	Florida Pest Control	
7	Public Works	Florida Septic & Sewer	
8	Public Works	Gulf Coast Electrical	
9	Public Works	Gulf Coast Utility Contractors	
10	Public Works	H&T asphalt	
11	Public Works	Porter Roofing	
12	Public Works	RONCO	
13	Public Works	SH Hayes	
14	Public Works	Emerald Coast Striping	
15	Public Works	D&D	
16	Public Works	Advanced Protective Technology	
17	Public Works	RONCO	Maintenance on a generator that was not part of contract.
18	City Manager	Feline Friends	Data entry error
19	City Manager	Panhandle Animal Welfare Society	Did not receive and pay an invoice one month
20	Public Works	Advanced Protective Technology	
21	Public Works	Gulf Coast Environmental	Contractor reduced charge for maintaining a section (August 2018) and "possibly undercharged" (July 2019) \$11,524.72 of this amount was on a contract approved by council; Forti-fiber was charged at \$22.79/ton instead of \$2/ton
22	Public Works	Gulf Coast Utility Contractors	
23	Public Works	H&T asphalt	Invoice subtotals do not cross and foot, possibly resulting in overpayments
24	Public Works	SH Hayes	Most invoices to not cross and foot - calculated by hand
25	City Manager	Emerald Coast Wildlife Refuge	
26	City Manager	Emerald Coast Wildlife Refuge	
27	City Manager	Emerald Coast Wildlife Refuge	

FY2017-FY2019 Summary Comparison Continuing

Item Number	Department	Vendor	Notes
28	City Manager	Feline Friends	
29	City Manager	Feline Friends	
30	Public Works	3TP Ventures Inc	There must have been a PO change order.
31	HR/Risk Mgmt	Barton, Fenstermaker, Tondel	Commissions paid to brokers by insurance providers
32	Public Works	Crowder-Gulf	Not engaged 10/01/2016 - 09/30/2019
33	Public Works	Advanced Protective Technolc	
34	Public Works	D&D	
35	Public Works	Emerald Coast Striping	
36	City Manager	Feline Friends	
37	Public Works	Florida Pest Control	
38	Public Works	Florida Septic & Sewer	
39	Public Works	Gulf Coast Electrical	
40	Public Works	Gulf Coast Environmental	
41	Public Works	Gulf Coast Utility Contractors	
42	Public Works	H&T asphalt	
43	Public Works	Porter Roofing	
44	Community Develop	Renaissance	
45	Public Works	RONCO	
46	Public Works	SH Hayes	

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2020**TYPE OF AGENDA ITEM:** City Manager Report

TO: City Council**THRU:** Krystal Strickland, Finance Consultant
Lance Johnson, City Manager**FROM:** Webb Warren, Deputy City Manager**DATE:** 5/13/20**SUBJECT:** COVID-19 Potential Impact on City Revenue and Budget

I. BACKGROUND: Throughout the COVID-19 pandemic, Destin residents and businesses have seen drastic impacts to their incomes and budgets. It is also expected that local governments will see adverse impacts on revenues and respective budgets. For these reasons, city staff has been closely monitoring the city's finances, has been adjusting revenue projections for the remainder of fiscal year 2020 and has taken pro-active measures to potentially offset any revenue shortfall.

98% of Ad Valorem revenue has already been collected for FY2020. Ad Valorem revenue represents 57% of the City's budget and that revenue source will not be adversely impacted in the FY2020 budget.

It is reasonable to assume that ongoing revenue such as sales tax, gas tax, the local option sales tax, rentals, permits and franchise fees will be impacted by the pandemic's economic outfall.

Of note, the major impacts of COVID-19 did not manifest itself until late March. The city has just recently started to receive sales tax/franchise fee revenue for the impacted months of March and April.

II. DISCUSSION: Staff estimates approximately \$1,114,000, or 6%, of a revenue shortfall for the entire FY2020 budget (ATT1). This estimate is broad in nature and could vary widely depending on the severity of the ongoing impact of COVID-19.

Some of the most significant estimated revenue losses for 2020 includes:

- 1) *Electrical franchise fees (\$339,000)
*Includes Gulf Power's 40% one time month reduction for residential bills and potential reduction of power consumption due to pandemic.
- 2) 1/2 Cent Sales tax (\$234,000)
- 3) Local option gas tax (\$214,000)

In order to help mitigate these revenue shortfalls, staff has taken the following measures:

- 1) Frozen all unfilled and non-essential positions.
- 2) Has reduced non-essential spending.
- 3) Is actively searching for reimbursement opportunities for COVID-19 expenses as well as grant opportunities.
- 4) Continues to innovate to find more cost-effective ways to conduct business through technology.

By taking these proactive measures, staff believes the city can offset most or all of the projected revenue shortfall for 2020.

- A. **Link to Strategic Goals / Objectives:** Financially sound city providing service value.
- B. **Effect on Budget (EOB):** An estimate of an approximate \$1.114 Million (~6%) of a revenue shortfall for FY2020.
- C. **Level of Service (LOS):** Decreased level of service

III. CONCLUSION: Staff continues to closely monitor revenues and expenditures for FY2020. As more information becomes available, staff will continue to update the City Council on the FY2020 budget and revenues.

Staff is also looking ahead to potential impacts of COVID-19 and/or an economic downturn and the possible impact on future fiscal years and major revenue sources as we move into the FY2021 budget season. Staff will be releasing a budget calendar to staff and council outlining the upcoming budget process and workshops for FY2021.

IV. RECOMMENDED MOTION:

Attachments:

1. ATT1-COVID Impact on Revenue and Budget

4.B. COVID-19 POTENTIAL IMPACT ON CITY REVENUE AND BUDGET

	FY 2020 Original Estimate (Adopted Budget)	FY 2020 Actuals Received to Date	FY 2020 Revised Estimate to FYE	Variance Original vs Revised	
Taxes	\$ 11,071,931	\$ 9,844,577	\$ 10,669,114	\$ (402,817)	[1]
Permits	3,170,625	1,906,822	2,714,473	(456,152)	[2]
Inter-Governmental	3,500,132	1,280,773	3,117,553	(382,579)	[3]
Charges for Services	503,760	243,017	335,585	(168,175)	
Fines	50,000	13,729	16,729	(33,271)	
Misc Revenues	289,268	361,592	617,492	328,223	
Total Revenues	\$ 18,585,716	\$ 13,650,509	\$ 17,470,945	\$ (1,114,771)	
				17,470,945/18,585,716=	-6.0%

[1] Local option gas taxes \$214k

[2] Electric Franchise \$339k; Gas Franchise \$43k

[3] 1/2 cent sales tax \$234k; Municipal sharing tax \$54k

COVID-19 Unbudgeted Expenses

IT	\$12,506.82
Parks & Rec	\$6,241.49
Public Works	\$2,395.76
	<u>\$21,144.07</u>

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2020

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Jeffrey Cozadd, Grants Manager
Krystal Strickland, Finance Consultant
Lance Johnson, City Manager

FROM: Webb Warren, Deputy City Manager

DATE: 5/13/20

SUBJECT: COVID-19 - Local Business Assistance

I. BACKGROUND: Throughout the COVID-19 Pandemic, businesses across the nation have been required to temporarily close or significantly reduce operations to reduce the risk of exposure and spread of the coronavirus.

At the May 4, 2020 regular Destin city council meeting, it was the consensus of the Council to instruct Staff to come up with creative ways the City could provide relief to their local businesses affected by COVID-19, whether it is through BTR reduction or fees reduction across the board; and for the Finance Director to determine what is financially feasible for the City and report back.

The city has analyzed the BTR information. A 25-30% fee reduction would result in a return of \$6-\$15 to the majority of the local businesses and result in a revenue loss of approximately \$48,000 to the City.

As an update to the council on small business related assistance, we have attached below a few websites that provide information on current assistance programs available at this time. We will continue to monitor assistance opportunities and update as new information becomes available.

<https://www.floridaleagueofcities.com/research-resources/coronavirus-resources/funding-technical-assistance>

<http://www.co.okaloosa.fl.us/bcc/covid/economic/recovery>

II. DISCUSSION: After the direction of Council on May 4, city staff has been monitoring and communicating with our neighboring cities and Okaloosa County while researching potential options to provide relief to Destin-based businesses.

Since the last Destin council meeting, the following series of events occurred with Okaloosa County and the City of Fort Walton Beach:

A) On May 5, 2020, the Okaloosa County Board of County Commissioners reconsidered a Small Business COVID-19 Grant Program. The BOCC unanimously approved the grant program which will be administered by the Small Business Development Center (SBDC) at the University of West Florida. This grant program allows for grants up to \$2500 for qualified businesses with storefronts in Okaloosa County. The county committed \$113,300 to the program to the small business COVID-19 grant program. This includes a 3% administrative fee for oversight of the program by SBDC. Okaloosa County's funding would come from collection of the annual Business Tax Receipt's from this fiscal year.

(ATT1-ATT4)

The grant program was approved with the following parameters:

- 1) Program to be administered by the Small Business Development Center (SBDC) at the University of West Florida, which is an outreach function of the Small Business Administration. The SBDC has successfully administered similar grant programs in Escambia (City of Pensacola contributed) and Santa Rosa (Cities of Milton & Gulf Breeze contributed) Counties.
- 2) Business must have been an active for-profit business in Okaloosa County as of January 1, 2019.
- 3) Business must have 20 employees or less; 1099 employees, or "Independent Contractors", shall count as employees.
- 4) Business must have a storefront in Okaloosa County.
- 5) Business must have been profitable prior to the COVID-19 Pandemic.
- 6) Business must show a reduction in sales/revenue of 25% or greater due to COVID-19.
- 7) Business cannot have received funding from another Assistance Program through the SBDC in Northwest Florida or from Gulf Power.
- 8) Maximum of \$2,500 per grant.
- 9) Grant administration fee/contribution of 3% to the SBDC Foundation.

10) Total Okaloosa County contribution of \$110,000 from Business Tax Receipt revenues for FY 2019-20.

B) On May 12, 2020, the City of Fort Walton Beach (FWB), in a special meeting, approved to partner with Okaloosa County in their Small business COVID-19 Grant Program, as administered by the Small Business Development Center at UWF in the total amount of \$103,000 to include all grant funding and grant administration fees and for the City Manager to carry out all actions necessary to implement the program (ATT5).

FWB's funding would come from collection of the annual Business Tax Receipt's from this fiscal year.

Destin staff reached out to the SBDC, who provided guidance that if council were to be interested in the grant program, the minimum recommended city contributed amount should be \$51,500 (\$50,000 in grants, \$1,500 in administrative fees). The SBDC also provided guidance that if the city chose to enter into the grant program, the same grant parameters and application process would need to be in place for the SBDC to be able to administer the program.

Only businesses within the Destin city limits could be eligible for any grants provided from Destin funding. Grant applications could start being accepted as soon as May 25th.

- A. **Link to Strategic Goals / Objectives:**
- B. **Effect on Budget (EOB):** Undetermined
- C. **Level of Service (LOS):** Increased Level of Service

III. CONCLUSION: Santa Rosa County, Okaloosa County and the City of Fort Walton Beach has entered into an agreement establishing a COVID-19 grant program with the Small Business Development Council at the University of West Florida. The intent of this program is to provide a relatively quick and turnkey solution where those governmental entities can help provide financial relief to small businesses in their respective districts.

The City of Destin has been provided this option to partner with Okaloosa County and the SBDC in this grant program.

Any grant amount provided to SBDC should have a 3% administrative fee added for consideration of SBDC's oversight to the program.

Example: $\$50,000 + 3\% = \$51,500$

IV. RECOMMENDED MOTION: Do nothing

or

I move to authorize the City to partner with Okaloosa County in their Small Business COVID-19 Grant Program as administered by the Small Business Development Center at UWF in the total amount of \$ _____ to include all grant funding and grant administration fees and for the City Manager to carry out all actions necessary to implement the program.

Attachments:

1. COVID Business Assistance-
Reduction in Fees Analysis
2. ATT1_OC_Staff Report Small
Business Grant
3. ATT2_OC Grant SOP DRAFT
4'17'20
4. ATT3_Okaloosa County Small
Business Recovery COVID-19 Grant
Application 4'17'20
5. ATT4_OC_Resolution 2020-11
6. ATT5_2020-05-12
FWB_AGENDA_PACKET

4.C. COVID-19 LOCAL BUSINESS ASSISTANCE

Q1: Would it be financially feasible to provide relief to local businesses affected by COVID-19 through BTR reduction or fees reductions across the board.

A1: It would be financially feasible to provide a 25-30% reduction in BTR fees (\$48,000 reduction to budget). However, it may be more impactful to give this amount to the Small Business Development Center (SBDC), instead of giving \$6-\$15 in BTR fee reductions to our local businesses.

ACCOUNT DESCRIPTION	ORIGINAL 2020 PROJECTION	Impact on Total Budget	
		@ 25% reduction	@ 30% reduction
LOCAL BUSINESS TAX RECEIPT (BTRs)	\$ 160,000.00	\$ 40,000.00	\$ 48,000.00
RENTAL REGISTRATION FEE	\$ 226,000.00	\$ 56,500.00	\$ 67,800.00
LIVERY VESSEL PERMIT FEE	\$ 50,000.00	\$ 12,500.00	\$ 15,000.00
BEACH VENDOR PERMIT	\$ 5,625.00	\$ 1,406.25	\$ 1,687.50
	\$ 441,625.00	\$ 110,406.25	\$ 132,487.50

Business License Permit Fees (BTRs) are billed to businesses in July each year, due by October 1.

	Count
Total Paid 2020 BTRs	1,528
Total Unpaid 2020 BTRs	402
Total BTRs 2020	1,930

	Count	
\$100 or less	1,690	88%= 1690/1930 total permits
\$250 or more	39	2%= 39/1930 total permits

Top 2 Most Common Fee Amounts	Count	\$ savings per business	
		@ 25% reduction	@ 30% reduction
\$50.00	880	\$ 12.50	\$ 15.00
\$25.00	428	\$ 6.25	\$ 7.50



BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: May 5, 2020
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Craig Coffey
SUBJECT: Consideration of Declaration 2020-11 to Create a Small Business COVID-19 grant program.
DEPARTMENT: County Administrator
BCC DISTRICT: All

STATEMENT OF ISSUE: Consideration of Declaration 2020-11 to adopt a COVID-19 Emergency Recovery Measure to assist and support our Community's Business and Residential Recovery, Specifically to create the Okaloosa County Small Business COVID-19 grant program.

BACKGROUND: To date the County has been primarily focused on protective measures related to COVID-19 in order to protect our residents and stop the spread of the virus. With protective measures in place, the Commission is now actively looking forward on what, how, where, and when, we can do our part to help our Community's businesses and residents recover. To do that, the Commission has embraced a series of support and assistance concepts, branded "Okaloosa Cares", which staff will further develop and present to the Board with all the details for formal consideration. Many of the concepts have subsequently been approved and are now being implemented. Below is an additional Emergency Recovery Measure for formal consideration:

The grant program proposed would be administered by the SBDC (Small Business Development Center), which is an outreach offshoot of the Small Business Administration. The SBDC for our region is housed with the University of West Florida, College of Business. This is the same entity that has administered Santa Rosa County's and Escambia County's Grant Program, as well as the Gulf Power regional grant program. For the County the program is a turn-key program.

Some of the major grant program parameters proposed are:

- a. Must be the majority owner of an established private business active in Okaloosa County prior 1/1/2019.
- b. Must have 20 employees or less.
- c. Must have a storefront in Okaloosa County.
- d. Must have reduction in sales/revenues of 25% or greater due the loss of business income related to COVID-19.
- e. Must not have received another Assistance Program from SBDC from another County in the Panhandle or through the Gulf Power funding.
- f. Maximum of \$2,500 per grant.
- g. The cost to the County would be a \$3,300 contribution (3%) to the SBDC Foundation.
- h. 1099 Employees aka "Independent Contractors" shall count as employees.

Please see the attached documents that have been drafted by SBDC for potential use in the

Okaloosa County Small Business COVID-19 grant program. The attachment includes information on their process and who would review the grant applications. Please forgive any incorrect dates in the attachments as we could not get updated documents ahead of the agenda publication.

If approved May 5th, the program loan application would be available as early as May 11th. The actual loan application period would be from May 18th to May 22nd. These are tentative dates pending final coordination with SBDC.

The total cost to the County for the program is \$113,300.00, which covers the grants, plus all administration and oversight of the program. The funding would come from collection of the annual Business Tax Receipts from this fiscal year.

FUNDING SOURCE, (If Applicable):

Department #

Account #

Amount \$

OPTIONS: Approve, Deny, or Modify.

RECOMMENDATIONS: Motion to adopt Declaration 2020-11 to create the Okaloosa County Small Business COVID-19 grant program and authorize the County Administrator to carry out all actions necessary to implement the program.


Craig Coffey, Deputy County Administrator 4/30/2020

RECOMMENDED BY:


John Hofstad, County Administrator 4/30/2020

APPROVED BY:



In partnership with



*When Disaster Strikes,
We Are There To Help Small Businesses Recover*

Okaloosa County Small Business COVID-19 Recovery Grant S.O.P.

OKALOOSA COUNTY SMALL BUSINESS COVID-19 RECOVERY GRANT

OVERVIEW

Okaloosa County in partnership with the Florida SBDC at UWF has created the Small Business COVID-19 Recovery Grant Program (hereinafter COVID-19 Grant). Okaloosa County will fund the grant with a contribution of \$250,000 to a designated UWF Account. The Florida SBDC at UWF will assist eligible for-profit businesses with applying for the grant, UWF will distribute the appropriate funds to businesses who have been awarded grant funds, and a third-party review board will be created to review applications, determine eligibility, and approve the award of grant funding to each applicant on a case-by-case basis based on the parameters listed below.

The COVID-19 Grant is intended to assist for-profit businesses located in Okaloosa County with their immediate cash flow needs as a result of a demonstrated economic injury due to COVID-19.

Okaloosa County Small Business COVID-19 Recovery Grant Program

Opening Date:	Monday, May 4, at 8:00am CST
Application Deadline:	Friday, May 8 at 5:00pm CST
Eligible Counties:	Okaloosa County
Applicant:	Qualified Small Businesses (hereinafter "Applicant")
Grant Amount (Max):	\$2,500 per Applicant or Business

PROGRAM PARTNERS

Primary participating COVID-19 Grant Partner Organizations include Okaloosa County, the Florida SBDC at UWF, and the University of West Florida.

Grant Review Committee

The Florida SBDC at UWF shall be responsible for recruiting and maintaining a qualified Grant review committee. The committee shall:

- consist of qualified individuals from across the county and surrounding area.
- consist of no less than three (3) qualified individuals. There is no maximum number of members.
- constitute local officers representing different banks and business lending institutions, and representatives from CPA firms or other financial institutions.

The local Florida SBDC shall appoint a representative as the primary point of contact for the committee members. The local Florida SBDC representative shall conduct an activation briefing with each qualified member, individually or collectively, to ensure each member understands program requirements and their roles and responsibilities.

Grant Committee Rules and Procedures

The Grant Representative shall organize a Grant Review Committee(s) based on need and demand.

Completed and eligible application packages shall be reviewed by a Committee within five business days of receipt. Committee members shall render a decision (approved, denied or pending) in a timely manner.

In addition to assisting potential grantees prepare application forms, the Florida SBDC shall coordinate, attend and facilitate Committee meetings. Committee meetings may be held in-person, by phone or online (email or online conference).

Grant committee members will remain anonymous and will face no liability for their decision to approve or deny the grant. Grant committee members are volunteers and are not acting on behalf of their employer. They are simply using their knowledge and expertise to evaluate and grant funds in an equitable manner based on their experience.

Application packets must be completed in order to be considered received. COMPLETED Grant applications submitted to the grant committees for review in the order they are received. Incomplete applications are not considered received and will not be sent to the grant committee.

Decisions concerning the approval or denial of Okaloosa County Grants are the responsibility of the members of the Committee. Florida SBDC personnel are prohibited from taking a direct role in representing any applicant in Grant negotiations. Further, the Florida SBDC Network, or any of our employees are strictly prohibited from making credit decisions regarding the award of any Grant.

Grant Review Committees shall review and determine the need and recoverability to determine if a Okaloosa County Small Business COVID-19 Recovery Grant should be granted. The primary factor will be the ability of the applicant to use the grant funds to recover from economic injury.

Applicants are required to designate their use of proceeds from the Okaloosa County Grant.

Applicants are given the option to provide supplemental documentation in addition to the required Grant application documentation to justify extraordinary or special circumstances that could impact a Grant decision. With the above in mind, Committees should consider the additional information and should consider extraordinary circumstances when making credit and Grant decisions. Committees may also request additional information from applicants before making a Grant decision.

Grant Committee Decision

Each Grant Review Committee Member shall cast one vote for each application the member has been assigned. A Committee Member may excuse themselves if a potential conflict of interest could be reasonably foreseen. In such cases, a new Grant Review Committee Member shall be appointed by the local Florida SBDC Representative for the application to be reviewed.

Approval of a Grant shall be made by a two-thirds (2/3) majority of the voting members of the Grant Review Committee. Grant Review Committee Members are not responsible for the servicing or guaranteeing the approval or denial of any Okaloosa County Grant.

Grant Committee Meeting Report

The Florida SBDC at UWF shall be responsible for documenting the Grant Review Committee meeting. At a minimum, meeting minutes shall include:

- Date, time and location of the meeting
- Names of the committee members participating, as well as others present at the meeting, if any.
- Name of applicant(s), amount requested, and action of the committee on each application acted upon at the meeting, including any conditions established.

Grant Committee Processing

If the Grant was denied, the Florida SBDC at UWF shall prepare a denial letter and forward it to the applicant. However, the SBDC may follow up with the applicant to provide ongoing business continuity or business recovery consulting or training services.

If the Grant is approved, the Florida SBDC at UWF shall prepare closing documents and provide the appropriate business information to UWF in order for the grant check to be processed. The check will be made to the business entity name for deposit. UWF will mail the check to the grant recipient.

GRANT APPLICATION PROCESS 1: PRE-QUALIFY APPLICANT

Conduct Pre-Qualification Questionnaire: (Check If Yes)

- ☐ Is the business a for-profit, privately held small business that maintains a place of business in Okaloosa County?
- ☐ Was the business established and actively doing business as of January 1, 2019?
- ☐ Does the business have a store-front located in Okaloosa County, Florida?
- ☐ Have the applicants provided a completed and signed application by all parties. Section III of this application form completed and signed by individual(s) who, individually or collectively, own fifty-one percent (51%) or more of the equity of the business, as shown on the businesses tax statements
- ☐ Have the applicants provided a copy of each individual's driver's license or US Passport must be provided for identity verification purposes.
- ☐ Have the applicants provided business tax returns for 2019. If the 2019 tax returns have not been filed then you must provide the 2018 business tax returns along with the 2019 business year-end profit and loss statement.
- ☐ Have the applicants provided comparative financial statements. Please provide March 2019 profit and loss statement and March 2020 profit and loss statement. In the absence of the P&L, applicant can submit QuickBooks reports or point-of-sale reports in order to show economic impact.
- ☐ Have the applicants provided employer forms (Form W3 and/or Form 941 Q4 2019 and Q1 2020) showing your number of employees.
- ☐ Has the business demonstrated reduction in sales revenues of 25% or greater due to the loss of business income related to COVID-19 by providing documents such as comparative Point-of-sale reports for the same period last year as the affected period during COVID-19 this year.
- ☐ Did the applicant provide written justification of economic loss or injury caused as a result of or period declared disaster, e.g. sales or income compared to previous year compared to current period. Please provide documentation of a reduction of sales revenues.
- ☐ At the time of the disaster, did the applicant employ no more than twenty (20) employees?
- ☐ Has the applicant OR business already received this grant?

- ☐ Has the applicant received a Northwest Florida Small Business COVID-19 Grant, Santa Rosa County Small Business COVID-19 Grant, or Escambia County Small Business COVID-19 Grant?

For purposes of this program, “employees” are defined as individuals who receive paid wages or salary, which employment taxes (e.g. FICA, FUTA) and income taxes (not self-employment tax or corporate income tax) are withdrawn and remitted to the IRS, evidenced by business tax returns filed, i.e. IRS Form 940, Employer’s Annual Federal Tax Return; IRS Form 941, Employer’s Quarterly Federal Tax Return; or IRS Form W-3, Transmittal of Wage and Tax Statements. Independent contractors (also known as 1099 employees) also count as employees for this Grant program.

Your business does not:

- ☐ engage in an illegal activity;
- ☐ derive more than one-third of gross annual revenue from legal gambling activities;
- ☐ present live performances of an indecent sexual nature or derive directly or indirectly more than 2.5 percent of gross revenues through the sales of products and services, or the presentation of any depictions or displays, of an indecent sexual nature, or the presentation of any depiction or displays, of an indecent sexual nature;
- ☐ operate for the primary purpose to facilitate polyamorous relationships,
- ☐ operate as massage parlor, hot tub facility, or escort service?

If all boxes are checked, the business is eligible to apply for a Okaloosa County Grant. Please note, eligibility is not a guarantee for a Grant.

Other questions that should be asked prior to the acceptance and review of an application package include:

- ☐ Do you own 51 percent or more of the impacted business?
 - If no, the application form must be completed and signed by a cohort of individuals who, individually or collectively, own fifty-one percent (51%) or more of the equity of the business. If that ownership includes another company, the majority of the ownership of the other company must complete and sign the application, including providing the necessary required documents for each co-applicant.
- ☐ Do you have all the required documents (see application form)?
 - If no, collect the required documents prior to submitting the application, including securing the signature and all required documents from each of the majority ownership team. Only complete application forms will be accepted by the grant committees.

PROCESS 2: VERIFY APPLICANT IS REGISTERED AS A FLORIDA SBDC CLIENT

Verify applicant has completed the Florida SBDC Request for Consulting (eRFC) form.

- If not, have applicant complete eRFC before proceeding.
- ☐ Record CenterIC Client ID# on top right of page one of the application.

PROCESS 3: VERIFY GRANT APPLICATION FORM IS COMPLETE

Verify Grant application form is complete, including but not limited to:

- ☐ Grant amount is designated and does not exceed Grant maximum
- ☐ Business demographic and identification information fields are completed
- ☐ Number of employees is designated and within eligible requirements
- ☐ Application form completed and signed by individual(s) who, individually or collectively, own fifty-one percent (51%) or more of the equity of the business
- ☐ A copy of each individual's driver's license or US Passport was provided for identity verification purposes.

PROCESS 4: VERIFY APPLICANT ELIGIBILITY

Verify applicant is eligible for program.

Using "Business Legal Name" from Application Form, Section III, Field 2, Search, Print and Save PDF copy of Sunbiz.org Registration (<http://dos.myflorida.com/sunbiz/search>)

☐ Limited Liability Company	☐ Other: _____
2. BUSINESS' LEGAL NAME: (verified by Sunbiz.org)	

- Name file "Center Abbreviation – Applicant Last Name – Sunbiz" e.g. "UWF – Johnson – Sunbiz"
- Save copy in the client applicant Grant file

Verify application matches Sunbiz registration.

- ☐ Verify business is a for-profit, privately held small business that maintains a place of business in Okaloosa County, Florida.
- ☐ Verify FEI/EIN Number matches application from Application Form, Section III, Field 4 or 5.
- ☐ Verify business registration address matches application Form, Section III, Field 6, and is located in Okaloosa County, Florida.
- ☐ Affected Property Address may be different than Principal Address or Mailing Address filed in Sunbiz. If different, request explanation from applicant and note response in Grant file.
- ☐ Verify business established date is before declared business date.



Detail by Entity Name
Florida Not For Profit Corporation
FLORIDA SMALL BUSINESS DEVELOPMENT FOUNDATION, INC.
Filing Information
Document Number: N03000007729
FEIN Number: 20-6209132
Date Filed: 09/05/2003
State: FL
Status: ACTIVE
Principal Address
220 West Garden Street, Suite 301
PENSACOLA, FL 32502-5817
Changed: 03/01/2016
Mailing Address
220 West Garden Street, Suite 301
PENSACOLA, FL 32502-5817

Verify business has no more than twenty (20) employees, at time of disaster. (Check One)

Note - For purposes of this program, "employees" are defined as individuals who receive paid wages or salary, which employment taxes (e.g. FICA, FUTA) and income taxes (not self-employment tax or corporate income tax) are withdrawn and remitted to the IRS, evidenced by business tax returns filed, i.e. IRS Form 940, Employer's Annual Federal Tax Return; IRS Form 941, Employer's Quarterly Federal Tax

Return; or IRS Form W-3, Transmittal of Wage and Tax Statements. Independent contractors (also known as 1099 employees) qualify as employees for this Grant program.

Verify documented economic damage as a result of declared disaster.

- ☐ Attach supporting documentation for economic damage**

If any information is missing, or applicant is ineligible, notify applicant.

PROCESS 5: SCAN AND SECURE GRANT APPLICATION DOCUMENTS

Scan and save Grant application documents.

Save documents as PDFs. Do NOT use special characters when saving documents.

- ☐ Scan and save application form.
 - Name file “Center Abbreviation – Applicant Business – Application”
e.g. “UWF – ABC Manufacturing – Application”
 - Save copy in the client applicant Grant file.
- ☐ Scan and save additional documents, if any.
- ☐ Secure any hard copies of materials in accordance with network policy.

PROCESS 6: GRANT COMMITTEE REVIEW and CLOSING

- ☐ Package and submit Grant application packet to designated Committee for Grant consideration.
- ☐ Loan committee to make a decision with five business days of receiving completed package.
- ☐ Florida SBDC at UWF to record grant committee decision and archive grant committee discussion.
- ☐ If approved: Ayesha to send applicant “Acknowledgement of Grant Monies” form which asks them what address they’d like to receive the check at and also absolves SBDC of any liability associated with transmission of payment. Send applicant required documents from UWF such as W-9 form for completion and signature. Provide grant recipient with an optional Publicity Release Form
- ☐ If denied: Florida SBDC at UWF will send applicant Denial Letter with grant committee reasons for denial.
- ☐ Once the grant closing documents are received from grantee...
- ☐ Florida SBDC at UWF to send the appropriate Grant approval documents to UWF electronically within two business days.
- ☐ UWF will mail the check to the grant recipient with the check in the name of the business entity.
- ☐ Florida SBDC at UWF to Enter Center IC session record in accordance with network policy.
 - Enter consulting time (contact and prep) and session notes.
 - Attach Grant application and Grant closing documents.
- ☐ Enter Economic Impact for Grant Amount Received, Select Grant Type “Okaloosa County Grant.”



Okaloosa County Small Business COVID-19 Recovery Grant Application

Disaster Event: COVID-19

Application Period: **Monday, May 4, at 8:00am CST to Friday, May 8 at 5:00pm CST.**

Applications received before or after this timeframe will not be reviewed.

GRANT AMOUNT REQUESTED:

APPLICATION DATE:

Maximum grant amount is **\$2,500** per business entity

In order to qualify, applicant must demonstrate a reduction in sales revenue of at least 25% due to the Coronavirus Pandemic and subsequent closures. You will be required to provide documentation supporting the losses claimed.

Write or type a description of the economic loss you have suffered in the box below:

--

**ONLY ELIGIBLE AND COMPLETED APPLICATIONS WITH
REQUIRED SUPPORTING DOCUMENTATION WILL BE
ACCEPTED.**

PLEASE READ ENTIRE FORM BEFORE SUBMITTING

For assistance with completing the application, contact the Florida SBDC at UWF at 850-586-7802 or fwbsbdc@gmail.com .

The preferred method to receive the completed grant application and supporting documents is via email with documents in PDF format to: fwbsbdc@gmail.com . Please add “Okaloosa Grant” in the subject line.

-
- Please note that applying for this grant does not preclude you from applying for the Florida Small Business Emergency Bridge Loan and/or the SBA Economic Injury Disaster Loan (EIDL). Further you will not be required to use these grant proceeds to repay a portion of either loan should you be awarded the grant.

SECTION I. APPLICATION SIGNATURE

The undersigned, by signature on this document, verifies that information contained herein and, in all attachments, and all supporting documents and materials are true and complete, that I/we have authority to apply for this grant on behalf of the business, and intend to use the grant proceeds for the business recovery and continuation purposes.

The undersigned understands that the grant review committees of this grant program may request further documentation and information from the applicant or co-applicants for purposes limited to this application, and hereby authorized such investigation.

APPLICANT(S) SIGNATURE(S)

APPLICANT 1 (13A)

Print Name

Signature

Date

APPLICANT 2 (13B)

Print Name

Signature

Date

APPLICANT 3 (13C)

Print Name

Signature

Date

APPLICANT 4 (13D)

Print Name

Signature

Date

SECTION II. ELIGIBILITY

YOUR BUSINESS MUST BE:

1. A for-profit, privately held small businesses that maintains a place of business in Okaloosa County, Florida and established on, or before January 1, 2019.
2. Your business must have a store-front located in Okaloosa County, Florida.
3. The business must have a demonstrated reduction in sales revenues of 25% or greater due to the loss of business income related to COVID-19.
4. A small business with no more than 20 employees**

**Employees are defined as individuals who receive paid wages or salary which employment taxes (e.g. FICA, FUTA) and income taxes are withdrawn and remitted to the IRS, as evidenced by business tax returns filed, i.e. IRS Form 940, Employer's Annual Federal Tax Return, IRS Form 941, Employer's Quarterly Federal Tax Return or IRS Form W-3, Transmittal of Wage and Tax Statements. For purposes of eligibility, independent contractors (also known as 1099 employees) qualify as employees for this loan program.



ALL OF THE ABOVE MUST BE TRUE TO BE ELIGIBLE FOR THIS PROGRAM.

INELIGIBLE BUSINESSES:

1. A business deriving more than one-third of gross annual revenue from legal gambling activities.
2. A business engaged in any illegal activity.
3. A business that presents live performances of an indecent sexual nature or derive directly or indirectly more than 2.5 percent of gross revenues through the sales of products and services, or the presentation of any depictions or displays, of an indecent sexual nature.
4. A business that has a primary purpose of facilitating polyamorous relationships.
5. Massage parlors.
6. Hot tub facilities.
7. Escort services.



INELIGIBLE BUSINESSES DO NOT QUALIFY FOR THIS LOAN PROGRAM.

SECTION III. REQUIRED APPLICANT DOCUMENTATION

REQUIRED LOAN APPLICATION DOCUMENTS:

- 1) Completed and signed application.
- 2) Section III of this application form completed and signed by individual(s) who, individually or collectively, own fifty-one percent (51%) or more of the equity of the business, as shown on the businesses tax statements.
- 3) A copy of each individual's driver's license or US Passport must be provided for identity verification purposes.
- 4) Business tax returns for 2019. If the 2019 tax returns have not been filed then you must provide the 2018 business tax returns along with the 2019 business year-end profit and loss statement.
- 5) Comparative financial statements. Please provide March 2019 profit and loss statement and March 2020 profit and loss statement. In the absence of the P&L, applicant can submit QuickBooks reports or point-of-sale reports in order to show economic impact.
- 6) Employer forms (Form W3 and/or Form 941 Q4 2019 and Q1 2020) showing your number of employees.



COLLECT ALL REQUIRED SUPPORTING DOCUMENTS BEFORE COMPLETING APPLICATION.

APPLICANT MAY VOLUNTARILY PROVIDE ADDITIONAL INFORMATION THAT WILL ADD CONTEXT AND ASSIST THE LOAN COMMITTEE IN MAKING AN INFORMED LOAN DECISION. ADDITIONAL INFORMATION MAY INCLUDE:

- Year-end financial statements or tax returns for 2019.
- Interim financial statements (profit & loss) for the current year-to-date.
- Additional filing requirements providing monthly sales figures indicating a loss of business.
- Any other helpful information to indicate need or loss of sales revenues due to COVID-19

ADDITIONAL INFORMATION MAY BE REQUESTED BY THE LOAN COMMITTEE TO DETERMINE A LOAN DECISION. IF REQUESTED, PLEASE PROVIDE ADDITIONAL INFORMATION WITHIN 7 DAYS OF THE REQUEST.

COMPLETED Grant applications will be sent to the grant review committee in the order they are received. Incomplete applications are not considered received and will not be sent to the grant committee.

Each applicant OR business can receive only one Okaloosa County Small Business Recovery COVID-19 Grant.

If the applicant OR business has received the Northwest Florida Small Business COVID-19 Grant, Santa Rosa County Small Business COVID-19 Grant, or Escambia County Small Business COVID-19 Grant they will not be eligible for the Okaloosa County Small Business Recovery COVID-19 Grant.

If you receive the grant, the check will be made to the business entity name for deposit. UWF will mail the check to the grant recipient.

By signature of this application the applicant(s) agree that should you receive the grant applicant(s) name, the business name, grant amount, demographic information, and other relevant information will be shared with the grantor, Gulf Power.

By signature of this application the applicant(s) assert not to hold the Florida SBDC, or any member of the grant review committees, liable should you not receive the grant.

SECTION IV. APPLICATION FORM

1. ORGANIZATION TYPE:

- ☐ Sole Proprietorship
 ☐ Partnership
 ☐ Corporation
 ☐ S-Corporation
☐ Limited Liability Company
 Other:

2. BUSINESSES LEGAL NAME: (verified by Sunbiz.org)

3. TRADE NAME: (if different than legal name)

4. EIN (EMPLOYER IDENTIFICATION NUMBER):

5. MAILING ADDRESS:

Number, Street, and/or Post Office Box:

City	County	State	Zip Code
------	--------	-------	----------

6. BUSINESS PROPERTY ADDRESS(ES)

Number and Street

DO YOU:

- ☐ Own
 ☐ Lease

City	County	State	Zip + 4
------	--------	-------	---------

7. PRIMARY BUSINESS ACTIVITY:

8. NUMBER OF EMPLOYEES: (pre-disaster)

9. DATE BUSINESS ESTABLISHED: (MM/YYYY)

10. BUSINESS FINANCIAL SUMMARY

	2019 (year end)	Jan-Mar (2019)	Jan-Mar (2020)
Gross Sales Revenues			
Total Employees			
Profit/Loss			

11. AMOUNT OF ESTIMATED LOSS:

- ☐ Loss of Sales:
 ☐ Inventory:
- ☐ Other:

12. INSURANCE COVERAGE (IF ANY)

Coverage Type: ☐ Business Interruption Insurance
☐ Other

Name of Insurance Company and Agent:

Phone Number of Insurance Agent:

13. OWNERS: (must include all the following information)

Application must include the following information for the individual(s) who, individually or collectively, own at least fifty-one percent (51%) of the equity of the business, as evidenced by the businesses tax statements.

(A) OWNER APPLICANT 1: (if less than 51% owner, additional owner applicant(s) are needed)

Full Legal Name		Title/Office	% Owned*	E-mail Address	
Social Security Number	Date of Birth	Driver's License Number		Telephone Number (area code)	US Citizen ☐ Yes ☐ No
Mailing Address		City		State	Zip

(B) OWNER APPLICANT 2: (if applicant 1 is less than 51% owner)

Full Legal Name		Title/Office	% Owned*	E-mail Address	
Social Security Number	Date of Birth	Driver's License Number		Telephone Number (area code)	US Citizen ☐ Yes ☐ No
Mailing Address		City		State	Zip

(C) OWNER APPLICANT 3: (if applicants 1 and 2 are less than 51% owner)

Full Legal Name		Title/Office	% Owned*	E-mail Address	
Social Security Number	Date of Birth	Driver's License Number		Telephone Number (area code)	US Citizen ☐ Yes ☐ No
Mailing Address		City		State	Zip

(D) OWNER APPLICANT 4: (if applicants 1 - 3 are less than 51% owner)

Full Legal Name		Title/Office	% Owned*	E-mail Address	
Social Security Number	Date of Birth	Driver's License Number		Telephone Number (area code)	US Citizen ☐ Yes ☐ No
Mailing Address		City		State	Zip

* Total of all owners listed must be equal to or greater than 51% of total business ownership. Attach additional sheet if needed.

14. If anyone assisted you in completing this application, whether you pay a fee for this service or not, that person must print and sign their name in the space below.

Name and Address of Representative (please include the individual name and their company)

Signature of Individual

Print Individual Name

Name of Company

Phone Number (include Area Code)

Street Address

City, State, Zip

Unless the NO box is checked, I give permission to discuss any portion of this application with the representative listed above. NO ☐

[END OF APPLICATION]

2020-11
OKALOOSA COUNTY DECLARATION OF EMERGENCY
RECOVERY MEASURES RELATED TO COVID-19
(May 5, 2020 – Okaloosa County Small Business COVID-19 grant program)

WHEREAS, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and other potential methods, and presents symptoms similar to those of influenza; and

WHEREAS, on March 11, 2020, the World Health Organization (WHO) declared COVID-19 a pandemic; and

WHEREAS, on March 13, 2020, President of the United States, Donald J. Trump, issued a Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease Outbreak pursuant to section 501 (b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act; and

WHEREAS, Okaloosa County is threatened by COVID-19 because of the apparent ability of the virus to spread rapidly among humans, and COVID-19 thereby constitutes a clear and present threat to the health, safety, and welfare of the citizens and visitors of Okaloosa County; and

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order Number 20-52 declaring a state of emergency in the State of Florida; and

WHEREAS, on March 17, 2020, the Okaloosa County Board of County Commissioners (“Board”) declared a local state of emergency, which is still ongoing; and

WHEREAS, the Declaration of State of Emergency empowers the County with wide latitude allowing it to adopt any measure allowed by law that is in the best interest of the public’s health, safety and welfare; and

WHEREAS, the County wishes to provide relief to both the citizens and business community in hopes to stabilize the local economy; and

WHEREAS, this emergency declaration allows the County to proceed with efforts to minimize the economic impact from the COVID-19 outbreak.

NOW, THEREFORE, the Board of County Commissioners of Okaloosa County, Florida, does hereby adopts the following temporary recovery measures:

Section 1. Recitals.

a. The foregoing recitals are true and correct and are incorporated into this Declaration.

Section 2. Creating the Okaloosa County Small Business COVID-19 grant program.

a. The Board hereby creates the Okaloosa County Small Business COVID-19 grant program ("Program") in partnership with the Small Business Development Center ("SBDC") authorizing them to implement the Program pursuant to the criteria and processes attached hereto.

b. The Board hereby sets aside \$113,300 dollars from Business Tax Receipt (BTR) funds received this fiscal year to fund the Program, which includes \$3,300 as a donation to the SBDC Foundation for SBDC's operation and administration of the Program.

c. The County Administrator is authorized to take all necessary actions to implement the Program to include but not limited to: clarifying/modifying any criteria, promoting the Program and coordinating with the SBDC, as necessary.

Section 3. Inconsistent and conflicting provisions superseded.

a. This Declaration shall supersede all inconsistent or conflicting Ordinances, Resolutions and Declarations.

PASSED AND DULY ADOPTED at a meeting of the Board of County Commissioners of Okaloosa County on the 5th day of May, 2020.

BOARD OF COUNTY COMMISSIONERS
OKALOOSA COUNTY, FLORIDA

By: _____
Robert A. "Trey" Goodwin III, Chairman

ATTEST:

By: _____
J. D. Peacock, II, Clerk

APPROVED AS TO FORM:

90 By: _____
91 Lynn M. Hoshihara
92 County Attorney
93



~ Agenda ~

City of Fort Walton Beach Special Meeting of the City Council of Fort Walton Beach

Tuesday, May 12, 2020

5:00 PM

Council Chamber
107 Miracle Strip Parkway
Fort Walton Beach, FL 32548

The Fort Walton Beach City Council will hold this meeting using communication media technology for remote access. Council Members will be video conferencing from remote locations.

The public may view the meeting live at www.fwb.org/live. The Council Chambers will be open to the public to view the remote meeting on video screens and speak during public comments; however, no more than ten (10) people will be permitted inside the Council Chambers at any one time.

Any member of the public choosing not to attend the meeting in person may e-mail comments related to the agenda item to clerk@fwb.org no later than 2 p.m., May 12, 2020, to be read into the record during the meeting. Please include name and address with comments. Per Resolution 2015-13, public comments will be limited to five (5) minutes.

These changes are a result of the COVID-19 public health emergency and Governor DeSantis' Executive Order 20-69 and other orders related to the health emergency. This modified meeting structure will remain in place until the declared health emergency is over.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF AGENDA**
4. **ACTION--DIRECTION--DISCUSSION**

4.1. **COVID-19 Small Business Grant Program**

Recommends City Council authorization to partner with Okaloosa County and the Small Business Development Center (SBDC) at the University of West Florida to provide grants to small businesses to assist with reopening from the COVID-19 Pandemic.
(City Manager)

5. **ADJOURNMENT**

Quasi-Judicial – denotes that the item must be conducted as a quasi-judicial hearing in accordance with Florida Statutes.

Any person who decides to appeal any decision made with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim

record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. Chapter 286.0105).

The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at clerk@fwb.org to make a request. For Hearing Impaired dial 1-800-955-8771 (TDD) or 1-800-955-8770 (VOICE) or e-mail clerk@fwb.org.

All City of Fort Walton Beach council and board meetings are recorded. The video can be accessed at www.fwb.org.



City Council of Fort Walton Beach

CITY MANAGER MEMORANDUM

To: Michael D. Beedie, City Manager

From: Michael Beedie, City Manager

Date: May 12, 2020

Subject: COVID-19 Small Business Grant Program

1. BACKGROUND:

- 1.1. Throughout the COVID-19 Pandemic, businesses across the nation have been required to temporarily close or significantly reduce operations to reduce the risk of exposure and spread of the coronavirus.
- 1.2. As the State of Florida moves into the reopening phase for the COVID-19 Pandemic, it is imperative that the City evaluate programs to assist small businesses in reopening, since small businesses are the lifeblood of the commercial community.
- 1.3. At the April 28, 2020 City Council Regular Meeting, Council adopted Resolution 2020-1 supporting Okaloosa County's COVID-19 recovery framework along with the framework of a Small Business Grant Program administered by the City. City Council directed the City Manager to develop the grant program guidelines for adoption at a future meeting.
- 1.4. On April 29, 2020, Governor DeSantis issued Executive Order 20-112 to begin Phase I of the Safe. Smart. Step-by-Step. Plan for Florida's Recovery.
- 1.5. On April 30, 2020, the City issued its reopening plan which coincides with the Governor's reopening plan.

2. DISCUSSION:

- 2.1. On May 5, 2020, the Okaloosa County Board of County Commissioners reconsidered a Small Business COVID-19 Grant Program. The BOCC unanimously approved the grant program with the following parameters:
 - 2.1.1. Program to be administered by the Small Business Development Center (SBDC) at the University of West Florida, which is an outreach function of the Small Business Administration. The SBDC has successfully administered similar grant programs in Escambia (City of Pensacola contributed) and Santa Rosa (Cities of Milton & Gulf Breeze contributed) Counties;
 - 2.1.2. Business must have been an active for-profit business in Okaloosa County as of January 1, 2019;
 - 2.1.3. Business must have 20 employees or less; 1099 employees, or "Independent Contractors", shall count as employees;
 - 2.1.4. Business must have a storefront in Okaloosa County;
 - 2.1.5. Business must have been profitable prior to the COVID-19 Pandemic;

- 2.1.6. Business must show a reduction in sales/revenue of 25% or greater due to COVID-19;
- 2.1.7. Business cannot have received funding from another Assistance Program through the SBDC in Northwest Florida or from Gulf Power;
- 2.1.8. Maximum of \$2,500 per grant;
- 2.1.9. Grant administration fee/contribution of 3% to the SBDC Foundation;
- 2.1.10. Total Okaloosa County contribution of \$110,000 from Business Tax Receipt revenues for FY 2019-20.
- 2.2. With Okaloosa County approving their Small Business Grant Program, the City can partner in the program and contribute funding directly to the SBDC without having to setup a separate program as originally proposed.
- 2.3. The City would comply with the same parameters of Okaloosa County's grant program with the City's funding given preference towards any grants within the City limits. This includes a 3% grant administration fee/contribution to the SBDC Foundation.
- 2.4. The timeline of the grant program would open the application portal the week of May 18, 2020. Final timelines are pending SBDC approval.

3. FINANCIAL INFORMATION:

- 3.1. The proposed City contribution to the Okaloosa County Small Business COVID-19 Grant Program is \$100,000.
- 3.2. The 3% grant administration fee/contribution to the SBDC Foundation totals \$3,000 bringing the total expenditure to \$103,000.
- 3.3. Staff proposes to utilize FY 2019-20 Business Tax Receipt (BTR) revenues within the General Fund to fund the City's portion of the grant program. The budgeted revenue from BTRs in FY 2019-20 is \$168,094.
 - 3.3.1. BTRs are paid each year by businesses within the City limits, so this funding source comes directly from the commercial community within the City.

4. RECOMMENDATION:

- 4.1. Staff respectfully recommends City Council authorization to partner with Okaloosa County in their Small Business COVID-19 Grant Program as administered by the Small Business Development Center at UWF in the total amount of \$103,000 to include all grant funding and grant administration fees and for the City Manager to carry out all actions necessary to implement the program.

SIGNATURE BLOCK:

Carol Godwin	Completed	05/06/2020 2:56 PM
City Attorney	Completed	05/06/2020 3:56 PM
City Clerk	Completed	05/06/2020 4:04 PM
City Manager	Completed	05/06/2020 4:07 PM
City Council	Pending	05/12/2020 5:00 PM

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2020**TYPE OF AGENDA ITEM:** City Manager Report

TO: City Council**THRU:** Wen Livingston, Library Director
Lisa Firth, Parks & Rec Director
Louis Zunguze, Community Development Director
Karen Jankowski, HR Manager
Michael Burgess, Public Services Director
Lance Johnson, City Manager
Rey Bailey, City Clerk**FROM:** Webb Warren, Deputy City Manager**DATE:** 5/11/20**SUBJECT:** COVID-19 Emergency Measures Update

I. BACKGROUND: The City, in response to the COVID-19 pandemic, has adopted a series of protective measures designed to protect the public and City staff, and otherwise slow the spread of the virus throughout the community. These protective measures have initially taken effect at various times based on our local situation, CDC and Florida Department of Health guidance, as well as executive orders issued by the Governor. Similarly, these same factors have played a role in the loosening or elimination of these protective measures.

During the COVID-19 pandemic, City staff has worked diligently to ensure the organization has been able to serve our residents and businesses despite physical closures of buildings to the public.

Some implemented operational/work related procedures:

- Converted and implemented a full-range of online permitting, plans and inspection applications and services for use by Community Development's customers.
- Virtualized most application processes such as Henderson Beach/Joe's Bayou Boat Passes
- Established the ability to hold project and public meetings virtually.
- Implemented telecommuting – involving approximately 50% of office staff working from home during phase 0 of the Governor's stay at home plan.
- Improved mobile technology and safety guidelines for field personnel, including Code Compliance.

- Put protective measures and procedures in place for all workers, with an increased focus on our vulnerable population.

Since the implementation of the above noted health related and operational procedures, the City has been able to satisfy its twin goals of safeguarding the health of both staff and customers – by limiting the face-to-face interaction of staff and the public; while providing all its core services efficiently.

To date, there has not been a marked difference in Community Development's permit activities or revenue stream. This is an important fact as the Community Development Department saw the most foot and phone traffic in the pre-pandemic environment.

Because of the implementation of the automated procedures, staff has created/expanded ways for customers to interact and access the City's services and participate in project and public meetings without leaving their homes or offices.

In accordance with the Governor's orders, COVID-19 Task Force and CDC guidelines, staff has partially re-opened the following facilities to the public with protective measures in place:

- 1) Dalton Threadgill Park is open to Little League Coaches and Players for practice, 10 or less with Social Distancing in place. No organized events.
- 2) Morgan Sports Center Walking Track and open air space open to 10 or less. No organized programs. Children's Park will open, staff will sanitize as often as possible, public must be responsible to keep children safe from germs. Sunrise to sunset with Social Distancing in place.
- 3) Playgrounds- Community Center, Buck Destin Park, Destin Elementary, Kellaire South and Morgan Children's Playgrounds are open, staff will sanitize as often as possible. The Public must take responsibility to keep children safe from germs. Sunrise to Sunset, Social Distancing in place.
- 4) Library is partially open on Mondays, Wednesdays and Fridays with curbside service available.

II. DISCUSSION: Since late April, the overall trend in data provided by the Okaloosa Health Department and Okaloosa County Emergency Management continues to demonstrate a decline in new cases of COVID-19.

We continue to operate in a very dynamic environment and we expect even new information and executive orders to be issued between the time of this agenda item being generated and the scheduled council meeting itself. Staff is closely monitoring trends and data from appropriate sources.

As we look to the future, staff will continue to politely encourage customers to conduct business virtually or over the phone as opposed to face-to-face

interactions.

Effective May 20, staff is prepared to take the following actions based on the information available at the time of this agenda item being generated:

- 1) Permit City boards/councils/committees to resume normal meeting schedules. Virtual meeting technology will be assessed and used when possible.
- 2) Reopen the City Hall lobby on Monday, Wednesdays and Fridays. Appointments can be made with staff and the meetings will be held in the City Hall Board Room. Henderson Beach Passes/Joe's Bayou Passes are encouraged to be processed virtually.
- 3) Reopen the Community Center lobby on Tuesday, Thursdays and Saturdays to process passes or conduct other business. Other Community Center activities will remain suspended.
- 4) The City Hall Annex which includes Community Development & Code Compliance Department will continue to provide their services through virtual or telephonic means, as well as schedule appointments with customers as needed.
- 5) Allow resumption of essential, non-overnight, work-related travel/training with approval from the City Manager.

All the activities described are with the implicit expectation that COVID-19 Safety Precautions shall be implemented and followed as part of any authorized activities.

Such COVID-19 Safety Precautions shall include, but shall not be limited to the following:

1. Minimization of Capacity - 25% Lobbies, in-person meeting sizes.
 2. Use of Virtual Meeting and/or limiting public participation to the greatest extent possible. At all times, staff will encourage customers to conduct business virtually or over the phone.
 3. Additional Cleaning/surface disinfectant.
 4. The wearing of masks by staff during close interactions.
 5. Use of physical barriers/sneeze guards.
 6. Maintaining Social Distancing 6ft-10ft.
 7. Minimization of the exchange of money/paper and delayed handling.
 8. City business travel/training shall have a maximum of two individuals per vehicle.
- Still in place are employee overnight/out-of-state travel restrictions, City

employee federal legislation benefits (FFCRA), plus prohibiting and/or restricting certain activities and non-essential businesses through various Governor's executive orders.

A. **Link to Strategic Goals / Objectives:** Improve communications with Council, Public and Staff

Balance staffing resources with expectations

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

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

III. CONCLUSION: Staff will continue to monitor the Governor's executive orders, state and county health department data, CDC and emergency management guidance. Pursuant to data trends, orders and guidance with safety in primary consideration, staff will continue to evaluate and take reasonable measures to open or continue closures of facilities and parks. The health, safety and welfare of our staff and public is the top priority for management and the City Council.

IV. RECOMMENDED MOTION: No motion necessary. This update is for informational purposes only unless directed otherwise by council.

Attachments:

None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2020**TYPE OF AGENDA ITEM:** City Manager Report

TO: City Council**THRU:** Lance Johnson, City Manager
Webb Warren, Deputy City Manager**FROM:** Michael Burgess, Public Services Director**DATE:** 05/10/2020**SUBJECT:** 2020 Hurricane Season Preparedness Update

I. BACKGROUND: The 2020 Hurricane Season will officially begin on June 1st. Colorado State University, among other meteorological forecasting centers have predicted an above-average Hurricane season (ATT1). Staff has taken steps to mitigate the potential effects of any Hurricane or tropical storm by updating policies, conducting training, and has secured and maintained contracts with two disaster recovery/debris management firms.

II. DISCUSSION: Staff has made the following preparations in advance of the 2020 Hurricane Season:

1. The City continues to maintain two continuing services contracts for Disaster Recovery/Debris Management with Crowder-Gulf and TFR, Inc. (ATT2 & ATT3).
2. City Staff is updating and consolidating every Department's Emergency Operating Instruction (OI) into one digital document.
3. City Staff has obtained pre-authorization for the use of the former campground property for use as a temporary disposal site. (ATT4)
4. City Staff has reached out to Crowder-Gulf to provide pre-season training to staff in the areas of Debris Disposal Best Management Practices, record-keeping, FEMA reimbursement policies, etc.
5. City Staff is conducting an internal safety class concerning proper chain- & pole-saw use, use of personal protective equipment and pre-operative, inter-operative and post-operative communication.
6. Destin's 2020 Hurricane Guide will be ready for publication by June 1. This document will be posted on the City's website and provided to the public using various social-media platforms.

A. **Link to Strategic Goals / Objectives:** Organizational Excellence, Public Safety

B. **Effect on Budget (EOB):** No effect on budget at this time.

C. **Level of Service (LOS):** These steps that have been, and will continue to be taken will place the City in a better position to successfully recover from a Hurricane. Staff will be formally trained in several areas of disaster response and recovery.

III. **CONCLUSION:** This is an informational update for the benefit of City Council and the general public.

IV. **RECOMMENDED MOTION:** None

Attachments:

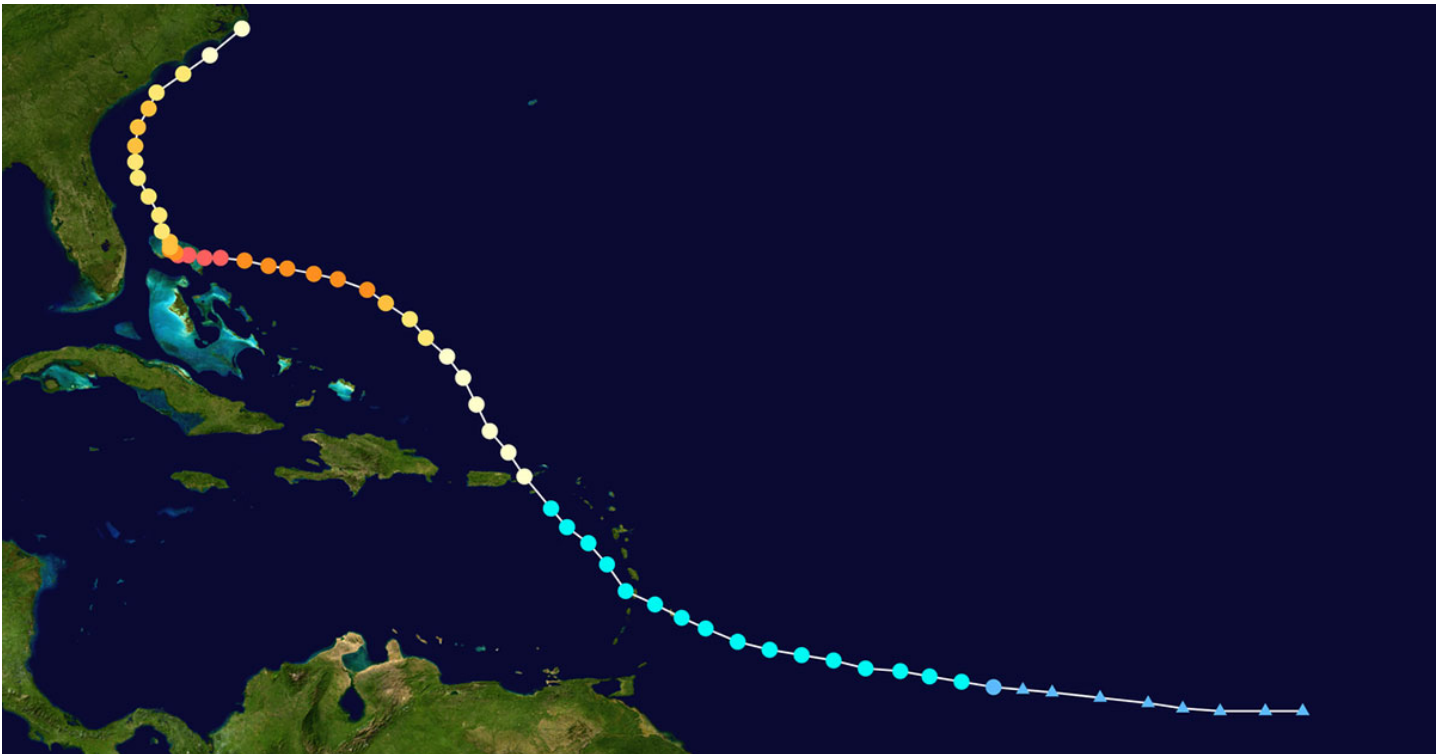
1. ATT1: Colorado State University
2020 Hurricane Prediction
2. ATT2: Crowdergulf Contract 2019
082619
3. ATT3: TFR Contract 2019 082619
4. ATT4: City of Destin Preauthorization
letter 2020



CSU researchers predicting active 2020 Atlantic hurricane season

02

Apr, 2020

By [CSU University Communications Staff](#)

The track of Hurricane Dorian, which devastated the northwestern Bahamas last year. Credit: National Weather Service

[Colorado State University hurricane researchers](#) are predicting an above-average Atlantic hurricane season in 2020, citing the likely absence of El Niño as a primary factor. Tropical and subtropical Atlantic sea surface temperatures are currently warmer than their long-term average values and are consequently also considered a factor favoring an active 2020 Atlantic hurricane season.

The tropical Pacific currently has warm neutral ENSO (El Niño–Southern Oscillation) conditions; that is, the waters are slightly warmer than normal in the eastern and central tropical Pacific. CSU currently anticipates that these waters are likely to cool relative to their long-term averages over the next several months. Consequently, they do not anticipate El Niño for the peak of the Atlantic hurricane season. El Niño tends to increase upper-level westerly winds across the Caribbean into the tropical Atlantic, tearing apart hurricanes as they try to form.

The tropical Atlantic is somewhat warmer than normal right now. Warmer-than-normal sea surface temperatures in the tropical Atlantic provide more fuel for tropical cyclone formation and intensification. They are also associated with a more unstable

atmosphere as well as moister air, both of which favor organized thunderstorm activity that is necessary for hurricane development.

16 named storms

The CSU Tropical Meteorology Project team is predicting 16 named storms during the Atlantic hurricane season, which runs from June 1 to November 30. Of those, researchers expect eight to become hurricanes and four to reach major hurricane strength (Saffir/Simpson category 3–4–5) with sustained winds of 111 miles per hour or greater.

The team bases its forecasts on a statistical model, as well as two new models that use a combination of statistical information and forecasts from dynamical models from the UK Met Office and the European Centre for Medium-Range Weather Forecasts. These models are built on 25–40 years of historical hurricane seasons and evaluate conditions including: Atlantic sea surface temperatures, sea level pressures, vertical wind shear levels (the change in wind direction and speed with height in the atmosphere), El Niño (warming of waters in the central and eastern tropical Pacific), and other factors.

So far, the 2020 hurricane season is exhibiting characteristics similar to 1960, 1966, 1980, 1996, and 2008. “1966, 1980, 1996 and 2008 had above-average Atlantic hurricane activity, while 1960 was a near-average hurricane season,” said Phil Klotzbach, research scientist in the Department of Atmospheric Science and lead author of the report.

The team predicts that 2020 hurricane activity will be about 140 percent of the average season. By comparison, 2019’s hurricane activity was about 120 percent of the average season. The 2019 season was most notable for Hurricane Dorian which devastated the northwestern Bahamas and for Tropical Storm Imelda which caused tremendous flooding in portions of southeast Texas.

The CSU team will issue forecast updates on June 4, July 7 and August 6.

This is the 37th year that the CSU hurricane research team has issued an Atlantic basin seasonal hurricane forecast. Recently, the Tropical Meteorology Project team has expanded to include Michael Bell, associate professor in the CSU Department of Atmospheric Science, and Jhordanne Jones, graduate research assistant in the same department. Bill Gray, who originated the seasonal forecasts, launched the report in 1984 and continued to author them until his death in 2016.

The CSU forecast is intended to provide a best estimate of activity in the Atlantic during the upcoming season – not an exact measure.

As always, the researchers caution coastal residents to take proper precautions.

“It takes only one storm near you to make this an active season,” Bell said.

Landfalling probability included in report

The report also includes the probability of major hurricanes making landfall:

- 69 percent for the entire U.S. coastline (average for the last century is 52 percent)
- 45 percent for the U.S. East Coast including the Florida peninsula (average for the last century is 31 percent)
- 44 percent for the Gulf Coast from the Florida panhandle westward to Brownsville (average for the last century is 30 percent)
- 58 percent for the Caribbean (average for the last century is 42 percent)

The forecast team also tracks the likelihood of tropical storm-force, hurricane-force and major hurricane-force winds occurring at specific locations along the coastal United States, the Caribbean and Central America through its [Landfall Probability website](https://engr.source.colostate.edu/csu-researchers-predicting-active-2020-atlantic-hurricane-season/).

The site provides information for all coastal states as well as 11 regions and 205 individual counties along the U.S. coastline from Brownsville, Texas, to Eastport, Maine. Landfall probabilities for regions and counties are adjusted based on the current climate and its projected effects on the upcoming hurricane season.

The CSU team updates the site regularly with assistance from the GeoGraphics Laboratory at Bridgewater State University in Massachusetts.

Funding for this year's report has been provided by Interstate Restoration, Ironshore Insurance, the Insurance Information Institute and a grant from the G. Unger Vetlesen Foundation.

Extended range Atlantic Basin hurricane forecast for 2020

Released April 2, 2020

Tropical Cyclone Parameters Extended Range
(1981-2010 Climatological Average Forecast for 2020
in parentheses)

Named Storms (12.1)* 16

Named Storm Days (59.4) 80

Hurricanes (6.4) 8

Hurricane Days (24.2) 35

Major Hurricanes (2.7) 4

Major Hurricane Days (6.2) 9

Accumulated Cyclone Energy (106) 150

Net Tropical Cyclone Activity (116%) 160

* Numbers in () represent averages based on 1981-2010 data.

TAGS ASSIGNED TO THIS STORY

CSU TROPICAL METEOROLOGY PROJECT

DEPARTMENT OF ATMOSPHERIC SCIENCE

HURRICANE

RESEARCH

WALTER SCOTT JR. COLLEGE OF ENGINEERING

SHARE

FACEBOOK

TWITTER

LINKEDIN

REDDIT

EMAIL



CSU University Communications Staff

[More posts by CSU University Communications Staff](#)

COLLEGES:

- Agricultural Sciences
- Business
- Walter Scott, Jr. College of Engineering
- Health and Human Sciences

- Liberal Arts
- Warner College of Natural Resources
- Natural Sciences
- Veterinary Medicine and Biomedical Sciences

SCHOOLS & PROGRAMS:

- Graduate School
- International Programs
- Online Degrees and Courses
- School of Music, Theatre and Dance
- School of Biomedical Engineering
- School of Education
- School of Global Environmental Sustainability
- School of Social Work
- School of Public Health

GIVE NOW

[Apply to CSU](#) [Contact CSU](#) [Disclaimer](#) [Equal Opportunity](#) [Privacy Statement](#)

© 2020 Colorado State University



CITY OF DESTIN, FLORIDA
CONTRACT
DISASTER RECOVERY CONTRACT – CROWDERGULF JOINT VENTURE, INC.

On June 17, 2019, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, directed the CITY OF DESTIN, FLORIDA, herein referred to as the "City," through its City Manager to accept the bid of CROWDERGULF JOINT VENTURE, INC., herein referred to as the "Contractor," to provide disaster recovery services for the City. The Contractor's Cost Schedule for the terms of their engagement are included in their entirety in Exhibit "A," which is attached hereto and incorporated herein in its entirety.

TERMS AND CONDITIONS OF CONTRACT FOR THE DISASTER RECOVERY CONTRACT:

1. Entire Contract:

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

2. Intent of Contract:

This Contract is for supplying the City with disaster recovery services associated and described in with the submitted Bid package. The Scope of Work, herein referred to as the "Work," encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Time Extensions:

This contract will be in effect from September 1, 2019, through August 30, 2020, and is for supplying the City with disaster recovery services.

4. Time for Performance:

The Contractor agrees to provide the Work as required for the satisfactory approval and acceptance by the City. The City has sole discretion whether to approve and accept the Work, however, such approval and acceptance shall not be unreasonably withheld.

5. Compensation:

All payments upon this Contract are contingent upon the Contractor's Work being acceptable to the City. Upon satisfactory completion and acceptance of the Work, the City agrees to pay the Contractor in accordance with the terms of this Contract and the Contractor's Cost Schedule as identified in the Bid Form submitted by the Contractor, as may have been adjusted at the time of contract approval and set forth in Exhibit "A."

6. Changes in the Work:

The City shall have the right at any time during the progress of the Work to increase or decrease the scope of the Work.

Promptly after having been notified of a change, the Contractor shall submit an itemized estimate of any costs and/or time increases or savings it foresees as a result of the change. No additions or changes to the Work shall be made except upon written and signed work order from the City and the City shall not

be liable to Contractor for any increased compensation in the absence of a written and signed work order.

7. Insurance:

Contractor shall, during the term 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 as Exhibit "B," and made a part hereof by reference. If any part of the Work is sublet, similar insurance shall be provided by and in behalf of any subcontractors.

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

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out 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.

The Contractor shall indemnify and save harmless the City against all liens and claims of subcontractors and materialman furnishing labor and materials in the performance of this Contract.

9. Licensing:

The Contractor shall obtain all permits and maintain at its expense all professional and business certificates and licenses required by law and as necessary to perform services under this Contract. If Contractor performs any Work without obtaining, or contrary to, permits and licenses, Contractor shall bear all costs arising therefrom and the City shall not be liable to the Contractor for any payment for such Work. Contractor further agrees to defend and indemnify the City for any liability the City may incur as a result of Contractor's unlicensed or unpermitted work.

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. Termination by Notice and Annual Appropriation Contingency:

This Contract may be terminated by either party with a thirty-day written notice by the terminating party to the non-terminating party.

The City's obligation to pay the amount due here under in any fiscal year is contingent upon the appropriation by the City Council of the City of Destin, Florida of legally available funds for the purposes set forth in this Contract.

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a written and signed work order by the City's Public Services Director or his designee. The Public Services Director or his designee will issue verbal work orders only in emergency situations. The Contractor shall commence Work in a reasonable length of time and shall complete the Work in an expeditious and timely manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All Work shall be performed in coordination with the City's Public Services Director or his designee. The performance of work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A" and further described in the written or verbal work orders.

12. Termination for Default:

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

In the event the City, through its 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 of the nature of the default, and the Contractor shall have five (5) days to cure the default. If the Contractor does not cure the default within five (5) days, the Contract will be terminated and the City will be released from any further obligations to Contractor, except as otherwise provided for in this Contract. If the Contractor cures the default within the five (5) day period, as reasonably determined by the City, then the Contract shall continue in full force and effect.

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

If 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 as described in Section 10 of this Contract.

Regardless of whether either party has defaulted in the terms of this Contract, each party shall have the ability to terminate pursuant to the terms described in Section 10 of this Contract.

13. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. The Contractor shall not employ any persons or hire any subcontractors who employ any persons who are noncitizens of the United States unless such persons possess all current documentation permitting that person to legally be employed in the United States.

14. RESERVED

15. Miscellaneous:

15.1 Governing Law

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

15.2 Severability

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

15.3 Sovereign Immunity

The parties further agree, nothing contained herein is intended nor shall be construed as a waiver the City's rights and immunities under the Florida Constitution, common law or Florida Statutes 768.28, as amended from time to time, or as provided for in any other law. The parties further agree that the City, through execution of this Contract, has not waived any rights and defenses afforded to it by law.

15.4 Construction

The Parties have participated jointly in the negotiation and drafting of this Contract. In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provision of this contract.

15.5 Attorney's Fees

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

15.6 No Assignment

No part of this Contract shall be assigned by either party to any other third party without the prior written consent of the non-assigning party.

15.7 Binding on Successors

This Contract is binding on both of the parties, their successors, administrators, and assigns.

15.8 WAIVER OF RIGHT TO JURY TRIAL

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENTS CONTEMPLATED TO BE EXECUTED IN CONJUNCTION THEREWITH, AND ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO.

15.9 Duplicates and Counterparts

This Contract may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

15.10 Public Records Law

Contractor must comply with the public records law, Chapter 119, Florida Statutes; specifically, Contractor must:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if Contractor does not transfer the records to the City.
- d. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the public agency upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR MUST CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE CITY AT (850) 837-4242 OR BY MAIL AT CITY OF DESTIN, CITY CLERK'S OFFICE, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541.

15.6 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:
Lance Johnson, City Manager
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

With a copy to:
Kyle S. Bauman, City Attorney
Anchors Smith Grimsley
909 Mar Walt Drive, Ste 1014
Fort Walton Beach, Florida 32547

As to the Contractor:
CrowderGulf Joint Venture, Inc.
5435 Business Parkway
Theodore, AL 36582

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 _____, 2019.

CITY OF DESTIN:

By: _____
Lance Johnson
City Manager

ATTEST:

Rey Bailey
City Clerk

SEAL

APPROVED AS TO LEGAL FORM:

Kyle S. Bauman, Esq.
City Attorney

CrowderGulf Joint Venture, Inc.

By: _____
(Signature)

Printed Name: _____

Its: _____

WITNESS: _____

WITNESS: _____

**CITY OF DESTIN, FLORIDA
CONTRACT
DISASTER RECOVERY CONTRACT – TFR ENTERPRISES INC.**

On June 17, 2019, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, directed the CITY OF DESTIN, FLORIDA, herein referred to as the "City," through its City Manager, to accept the bid of TFR ENTERPRISES, INC., herein referred to as the "Contractor," to provide disaster recovery services for the City. The Contractor's Cost Schedule for the terms of their engagement are included in their entirety in Exhibit "A," which is attached hereto and incorporated herein in its entirety.

TERMS AND CONDITIONS OF CONTRACT FOR THE DISASTER RECOVERY CONTRACT:

1. Entire Contract:

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

2. Intent of Contract:

This Contract is for supplying the City with disaster recovery services associated and described in the submitted Bid package. The Scope of Work, herein referred to as the "Work," encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Time Extensions:

This contract will be in effect from September 1, 2019, through August 30, 2020, and is for supplying the City with disaster recovery services.

4. Time for Performance:

The Contractor agrees to provide the Work as required for the satisfactory approval and acceptance by the City. The City has sole discretion whether to approve and accept the Work, however, such approval and acceptance shall not be unreasonably withheld.

5. Compensation:

All payments upon this Contract are contingent upon the Contractor's Work being acceptable to the City. Upon satisfactory completion and acceptance of the Work, the City agrees to pay the Contractor in accordance with the terms of this Contract and the Contractor's Cost Schedule as identified in the Bid Form submitted by the Contractor, as may have been adjusted at the time of contract approval and set forth in Exhibit "A."

6. Changes in the Work:

The City shall have the right at any time during the progress of the Work to increase or decrease the scope of the Work.

Promptly after having been notified of a change, the Contractor shall submit an itemized estimate of any costs and/or time increases or savings it foresees as a result of the change. No additions or changes to the Work shall be made except upon written and signed work order from the City and the City shall not

be liable to Contractor for any increased compensation in the absence of a written and signed work order.

7. Insurance:

Contractor shall, during the term 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 as Exhibit "B," and made a part hereof by reference. If any part of the Work is sublet, similar insurance shall be provided by and in behalf of any subcontractors.

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

8. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees (including regulatory and appellate fees), arising out 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.

The Contractor shall indemnify and save harmless the City against all liens and claims of subcontractors and materialman furnishing labor and materials in the performance of this Contract.

9. Licensing:

The Contractor shall obtain all permits and maintain at his expense all professional and business certificates and licenses required by law and as necessary to perform services under this Contract. If Contractor performs any work without obtaining, or contrary to, permits and licenses, Contractor shall bear all costs arising therefrom and the City shall not be liable to the Contractor for any payment for such Work. Contractor further agrees to defend and indemnify the City for any liability the City may incur as a result of Contractor's unlicensed or unpermitted work.

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. Termination by Notice and Annual Appropriation Contingency:

This Contract may be terminated by either party with a thirty-day written notice by the terminating party to the non-terminating party. The City's obligation to pay the amount due here under in any fiscal year is contingent upon the appropriation by the City Council of the City of Destin, Florida, of legally available funds for the purposes set forth in this Contract.

11. Performance of Work/Responsibilities:

For each task, the Contractor will be issued a written and signed work order by the City's Public Services Director or his designee. The Public Services Director or his designee will issue verbal work orders only in

emergency situations. The Contractor shall commence Work in a reasonable length of time and shall complete the work in an expeditious and timely manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All Work shall be performed in coordination with the City's Public Services Director or his designee. The performance of work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A" and further described in the written or verbal work orders.

12. Termination for Default:

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

In the event the City, through its 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 of the nature of the default, and the Contractor shall have five (5) days to cure the default. If the Contractor does not cure the default within five (5) days, the Contract will be terminated and the City will be released from any further obligations to Contractor, except as otherwise provided for in this Contract. If the Contractor cures the default within the five (5) day period, as reasonably determined by the City, then the Contract shall continue in full force and effect.

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

If 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 as described in Section 10 of this Contract.

Regardless of whether either party has defaulted in the terms of this Contract, each party shall have the ability to terminate pursuant to the terms described in Section 10 of this Contract.

13. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. The Contractor shall not employ any persons or hire any subcontractor who employ any persons who are noncitizens of the United States unless such persons possess all current documentation permitting that person to legally be employed in the United States.

14. RESERVED

15. Miscellaneous:

15.1 Governing Law

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

15.2 Severability

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

15.3 Sovereign Immunity

The parties further agree, nothing contained herein is intended nor shall be construed as a waiver the City's rights and immunities under the Florida Constitution, common law or Florida Statutes 768.28, as amended from time to time, or as provided for in any other law. The parties further agree that the City, through execution of this Contract, has not waived any rights and defenses afforded to it by law.

15.4 Construction

The Parties have participated jointly in the negotiation and drafting of this Contract. In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provision of this contract.

15.5 Attorney's Fees

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

15.6 No Assignment

No part of this Contract shall be assigned by either party to any other third party without the prior written consent of the non-assigning party.

15.7 Binding on Successors

This Contract is binding on both of the parties, their successors, administrators, and assigns.

15.8 WAIVER OF RIGHT TO JURY TRIAL

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENTS CONTEMPLATED TO BE EXECUTED IN CONJUNCTION THEREWITH, AND ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO.

15.9 Duplicates and Counterparts

This Contract may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

15.10 Public Records Law

Contractor must comply with the public records law, Chapter 119, Florida Statutes; specifically, Contractor must:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if Contractor does not transfer the records to the City.
- d. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the public agency upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

15.11 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:
Lance Johnson
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

With a copy to:
Kyle S. Bauman, City Attorney
909 Mar Walt Drive, Ste 1014
Fort Walton Beach, Florida 32547

As to the Contractor:
TFR Enterprises, Inc.
601 Leander Drive
Leander, TX 78641

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 _____, 2019.

CITY OF DESTIN:

By: _____
Lance Johnson
City Manager

ATTEST:

Rey Bailey
City Clerk

SEAL

APPROVED AS TO LEGAL FORM:

Kyle S. Bauman, Esq.
City Attorney

TFR Enterprises, Inc.

By: _____
(Signature)

Printed Name: _____

Its: _____

WITNESS: _____

WITNESS: _____



FLORIDA DEPARTMENT OF Environmental Protection

Northwest District
160 W. Government Street, Suite 308
Pensacola, FL 32502

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

May 14, 2020

Mr. Michael Burgess
City of Destin Public Works Dept.
4200 Indian Bayou Trail
Destin, Florida 32541
mburgess@cityofdestin.com

Re: Beach Drive – Disaster Debris Management Site
WACS ID No.: 100664
Okaloosa County

Dear Mr. Burgess:

Department personnel conducted a pre-authorization inspection of the above referenced location for the temporary management of disaster debris on April 28, 2020. Based on the information collected during the inspection, the proposed location was determined to satisfy the requirements for pre-authorization. The inspection report is available at the following link:

[City of Destin - Beach Drive DDMS insp rpt](#)

The Department has also prepared a guidance document on the establishment, operation and closure of a disaster debris management site. A copy of this guidance document is attached.

Should you have any questions or comments, please contact Mr. Mike Stephen at (850) 595-0653 or at Mike.Stephen@dep.state.fl.us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Russell Sullivan".

Russell Sullivan
Environmental Manager
Compliance Assurance Program

RS/ms

Enclosure: Staging Area Guidance for Hurricane-generated Debris

cc: Dawn Templin P.E., FDEP: Pensacola, Dawn.Templin@dep.state.fl.us



*Florida Department of Environmental Protection
Guidance for Establishment, Operation, and Closure of
Disaster Debris Management Sites (DDMS)
May 4, 2018*

General Information

1. Pursuant to 403.7071, Florida Statutes (F.S.), solid waste generated as a result of a storm event that is the subject of an emergency order issued by the Department of Environmental Protection (Department) may be managed with field authorizations for disaster debris management sites (DDMSs).
2. Field authorizations for DDMSs may only be issued by the Department subsequent to an Executive Order by the Governor declaring a state of emergency and an Emergency Final Order¹ by the Secretary of the Department authorizing DDMSs. In addition, DDMSs must be authorized by the Department in order for the owner/operator of the DDMS to receive public assistance funds from the Federal Emergency Management Agency (FEMA).
3. The Department strongly encourages local, state and federal government officials responsible for disaster debris management (government official) to use the Department's pre-authorization process to establish and pre-authorize new DDMSs or to complete annual pre-authorization of previously pre-authorized DDMSs. Typically, the Department sends out reminders each year, before the start of hurricane season.

Process for Pre-Authorization of New DDMSs

- The government official submits a request to the Department for a new DDMS. If the local, state or federal government (ex., Leon County, Duval County Schoolboard, FDOT) already has one or more existing DDMSs, evaluation of a new DDMS may be requested through the Department's Business Portal at the following link: <http://www.fldepportal.com>. If the local, state or federal government does not have any existing DDMSs, then a request may be submitted via e-mail to their local District or delegated County office.
- In either case, the requestor will be asked to provide the information identified in Item 5 below, for each proposed DDMS.
- The local District or delegated County will review the information, request clarification if necessary and may conduct an inspection of the proposed site(s);
- Upon approval, the local District or delegated County will issue a pre-authorization letter for each DDMS.
- In the event of an Emergency Final Order that includes the county where the DDMS(s) is/are located, the government with responsibility for the DDMSs must

¹ Emergency Final Orders can be obtained from the Department's website at the following address: <https://floridadep.gov/hurricane>. The Emergency Final Orders also include information on the management of domestic wastewater residuals.

notify the Department or delegated County regarding which pre-authorized DDMSs it intends to use.

- The Department or delegated County activates each of the identified DDMSs by issuing a Field Authorization.

Process for Annual Pre-Authorization for Existing DDMSs

- On an annual basis, government officials are asked to review their existing DDMSs. This can be accomplished through the Department's Business Portal at the following link: <http://www.fldepportal.com>
 - The government official is asked to provide any necessary updates for each DDMS through their local District or delegated County contact, including information in Item 5, below, not previously provided;
 - The government official identifies the DDMSs that it would like to have pre-authorized for that year.
 - Once the DDMSs are selected and submitted, the portal will issue a pre-authorization letter for each DDMS.
 - In the event of an Emergency Final Order, the government official must notify the Department regarding which pre-authorized DDMSs it intends to operate.
 - The Department or delegated County activates each of the identified DDMSs by issuing a Field Authorization.
4. Verbal requests will only be accepted in an emergency situation and must be followed by a submittal of the information in Item 5.
5. The following information should be provided with all new DDMS requests. For previously approved DDMSs, this information must be provided, if not previously submitted, and/or updated as appropriate. This information is not necessary if it was previously provided for site pre-authorization:
- a. A map that illustrates the site layout and key features on or near the property. The map should show, as applicable:
 - Site boundary and boundary of the area within the site that will be used for debris management and processing;
 - Structures, such as paved areas or buildings;
 - Sensitive features on the property or nearby, including wetlands, water bodies, potable wells, etc.
 - Debris management area(s) that are labeled as to the nature of the debris that will be placed there;
 - Processing area(s); and
 - Traffic flow, including entrance, exit and roadways within the site.
 - b. A plan for operation of the DDMS. The plan should describe, as applicable:
 - Function of the site – management of debris, processing of debris, or both;

- Type of processing that will be conducted;
 - Types of wastes that will be managed;
 - Process for managing unexpected or unauthorized waste;
 - Entities that are authorized to bring debris to the site;
 - Location where site records will be kept; and
 - Days and hours of operation.
- c. The location of the DDMS including the address and, if possible, its latitude and longitude or directions from major roadways.
- d. The name, telephone number, and e-mail address of the site contact/manager.
- e. If the proposed DDMS location is not owned by the government requesting the DDMS, provide a copy of a lease/approval for use by the legal owner of the property.
6. Requests for authorization of DDMSs should be made by a local, state or federal government official responsible for disaster debris management within the jurisdiction (e.g., county, city, DOT District, school district, etc.) where the DDMS is located. Such DDMSs do not need to be owned by the government but must have oversight by the government with jurisdiction (or it's designated contractors). The government that requested the DDMS will have ultimate responsibility for compliance with statutes and rules.
7. The owner or operator of each DDMS should keep records of the amount and type of waste received, waste sent off-site for disposal or recycling, and waste left on-site. Such records can be very valuable for demonstrating that the DDMS has been operated in accordance with applicable regulations and orders. These records should be kept at a location designated by the site manager and made available for review by Department staff upon request.

Location of DDMSs

8. If possible, it is advisable to test the soil, groundwater, and/or surface water at a proposed DDMS prior to receipt of storm debris to establish pre-existing conditions.
9. DDMSs for debris other than yard trash and uncontaminated vegetative debris must not be located within 500 feet of a potable water well, unless otherwise approved by the Department. DDMSs for yard trash and uncontaminated vegetative debris must not be located within 100 feet of a potable water well, unless otherwise approved by the Department.
10. DDMSs for debris other than yard trash and uncontaminated vegetative debris must not be located within 200 feet of a natural or artificial body of water, unless otherwise

approved by the Department. DDMSs for yard trash and uncontaminated vegetative debris must not be located within 50 feet of a natural or artificial body of water, unless otherwise approved by the Department.

11. In no case should a DDMS be located in a water body or wetlands.
12. If prehistoric or historic artifacts, vessel remnants, or any other physical remains that could be associated with Native American cultures, early colonial or American settlement, or maritime history are encountered at any time within the project area, the project should cease all activities involving disturbance in the immediate vicinity of such discoveries. The owner or operator, or other designee, should contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at (850) 245-6333, as well as the appropriate authorizing agency. The project activities should not resume in the vicinity of the discovery without verbal and/or written authorization from the Department of State.

Operation of DDMSs

13. DDMSs should have:
 - a. Stormwater controls, such as silt fences, to prevent discharge of contaminated runoff into water bodies where such discharge may cause violations of Department standards (example: turbidity);
 - b. Control methods for the offsite migration of dust, wood chips or other debris residuals from vehicular traffic and from the handling of debris and ash;
 - c. Access control to prevent unauthorized dumping and scavenging; and,
 - d. Spotters to correctly identify and segregate waste types for appropriate management.
14. All reasonable steps must be taken to minimize the release of contaminants from the disaster debris at the DDMS. If contaminants are released into the environment, the entity operating the DDMS must take immediate steps to contain the release and notify the Department within 24 hours.
15. Only construction and demolition debris, land clearing debris, yard trash, vegetative debris, or Class III waste may be stored at a DDMS. Class I waste (such as household garbage, putrescible waste, or mixed wastes containing these materials) must be removed from a DDMS and disposed of as soon as practicable to prevent odor, vectors and sanitary nuisances. Again, spotters should be used at the DDMSs to correctly identify and segregate waste types for appropriate management. The following instructions must be used, as applicable:

- a. Class I wastes, including all mixed wastes, must be disposed of at a Class I landfill or, except for asbestos-containing materials, in a waste-to-energy facility that is authorized to accept such wastes.
- b. Non-recyclables and residuals generated from segregation of disaster debris must also be disposed of in a Class I landfill or waste-to-energy facility.
- c. Uncontaminated yard trash may be disposed of in permitted lined or unlined landfills, permitted land clearing debris facilities, or permitted construction and demolition debris disposal facilities.
- d. Uncontaminated yard trash and clean wood may be processed at a registered yard trash processing facility.
- e. Construction and demolition debris that is mixed with other disaster debris need not be segregated from other solid waste prior to disposal in a lined landfill. Construction and demolition debris that is either source-separated or is separated from other disaster debris at an authorized DDMS, may be managed at a permitted construction and demolition debris disposal or recycling facility upon approval by the Department of the methods and operational practices used to inspect the waste during segregation.
- f. Unsalvageable refrigerators and freezers containing solid waste such as rotting food that may create a sanitary nuisance may be disposed of in a Class I landfill; provided, however, that chlorofluorocarbons and capacitors are removed and recycled to the greatest extent practicable using techniques and personnel meeting the requirements of 40 CFR Part 82.
- g. Boats must have all hazardous materials, batteries, and petroleum products removed prior to any debris processing, and all engines and bilge areas must be thoroughly cleaned, drained, and/or removed prior to arrival at a DDMS. Once these items have been removed, the remaining debris must be disposed of at a Class I or Class III landfill. Grinding debris from the dismantling of a boat, where unconfined particulate emissions or public nuisances are created, is prohibited.
- h. Burning of disaster-generated yard trash, other vegetative debris, and untreated wood from construction and demolition debris is allowed in air curtain incinerators (ACIs) if the conditions of the appropriate Emergency Final Order are followed. The following additional information is provided for operation of ACIs:
 - i. The ACI burn area should have a minimum setback distance of 50 feet from the debris piles, any wildlands, brush, combustible structure, or paved public roadway, and 300 feet from the nearest occupied building, unless otherwise specified by the local Fire Department.

- ii. As required in the Emergency Final Order, ash residue from the combustion of vegetative debris may be disposed of in an appropriately permitted disposal facility, or may be land spread in any areas approved by local government officials except in wellfield protection areas, wetlands, or water bodies.
 - iii. As required in the Emergency Final Order, ash from the combustion of other disaster debris shall be disposed of in a Class I landfill.
 - iv. Open pile burning of disaster-generated vegetative debris must receive prior authorization from the Florida Forest Service. Piles should have a minimum setback of 300 feet from registered Source-Separated Organics Processing Facilities (SOPF). Ash from this burning may be disposed or used as described above for ACIs. Open pile burning of debris is prohibited at DDMSs located at permitted landfills or, unless otherwise/specifically approved by the Department.
- i. Chipping and/or grinding of uncontaminated disaster-generated vegetative debris is encouraged to help reduce the volume of the material. The Department recommends the following guidelines for managing the volume reduced material:
- i. In accordance with National Fire Protection Association², mulch and chip piles should not exceed 25 feet in height, 150 feet in width, and 250 feet in length. A clear space of not less than 15 feet shall be maintained between piles and exposing structures, yard equipment, or stock, and piles should be subdivided by fire lanes having at least 30 feet of clear space at the base around each pile. These piles should not be compacted.
 - ii. Smoking should only be allowed in designated areas well away from the combustible material.
 - iii. Possible uses of the size reduced material include: (1) a soil amendment where it is disked into the soil or mixed with potting soil; (2) as mulch for weed control, moisture retention, soil temperature control, erosion control, or slope stabilization; (3) fuel; (4) feedstock for composting operations; (5) animal bedding material; and (6) pulp wood.
 - iv. Use of the size reduced material as a soil amendment must be at normally accepted agronomic rates as determined by industry practice. Recommendations for appropriate application rates by the Institute of Food and Agricultural Sciences³ (IFAS) may be used, and can be obtained from the

² NFPA 1, 31.3.7.2, 31.3.6.4.2, 31.3.6.4.3

³ The web address for IFAS is <http://www.ifas.ufl.edu/>

local IFAS Agricultural Extension agent.

- v. The use of mulch must be considered beneficial rather than disposal. Mulch must not be placed in water bodies or wetlands.

Closure of DDMSs

16. DDMSs are temporary locations that can be used for the duration of an Emergency Final Order or as otherwise approved by the Department. The following guidelines apply to the closing of temporary DDMSs:
17. Owner/operators of the DDMSs must contact the Department prior to closing a DDMS to discuss and coordinate what will be required for closure including environmental sampling, if needed.
18. All disaster debris must be removed by the expiration of the Emergency Final Order, unless otherwise approved by the Department.
19. Requests to beneficially use mulch produced from processing uncontaminated vegetative debris on-site, may be made in writing to the Department. The Department will consider these requests on a case-by-case basis.
20. Areas that were only used to manage uncontaminated vegetative debris, or ash from burning solely vegetative debris, will not require any environmental sampling after the debris or ash is removed unless there is reason to believe that the area may have become contaminated (e.g., significant visible staining or known contaminant releases in the area).
21. Areas that were used to manage mixed debris or ash from burning mixed debris will normally require environmental sampling after the debris or ash is removed unless there is reason to believe that no contamination of the area occurred (e.g., the area is paved with asphalt or concrete and there is no visible evidence of staining or known contaminant releases). See Attachment 1 for details on environmental sampling.
22. The Department must be informed in writing when all closure activities at the DDMS are completed. If environmental sampling was conducted as part of the closure activities, then the closure notice should include the results of this sampling, unless otherwise approved by the Department.

Attachment 1

Florida Department of Environmental Protection Sampling Protocols for Disaster Debris Management Site (DDMS) Closure

- If required, initial soil sampling shall be analyzed for the following:
 - o Resource Conservation and Recovery Act (RCRA) metals as defined in 40 CFR 261.24, Table 1*, using USEPA Test Methods 6010 and 6020
 - o Volatile Organic Compounds (VOC's), using USEPA Test Method 8260
 - o Semi-Volatile Organic Compounds (SVOC's), using USEPA Test Method 8270

Note: If the analyses above exhibit concentrations above the applicable leachability-based soil CTLs, then the following additional analyses should be completed: direct leachability testing by USEPA Test Method 1312, Synthetic Precipitation Leaching Procedure (SPLP) extraction, or USEPA Test Method 1311, Toxicity Characteristic Leaching Procedure (TCLP) extraction if the contamination is derived from used oil or similar petroleum products, followed by the appropriate analyses of the leachate. In addition, sampling of groundwater for RCRA metals, VOC's, and SVOC's may be required depending upon the results of soil samples. The same USEPA Test Methods used for soils listed above shall be used for groundwater.

- Initial sampling collection shall be conducted in accordance with 62-160, Florida Administrative Code and the Department's Standard Operating Procedures for field activities or equivalent procedures:

<https://floridadep.gov/dear/florida-dep-laboratory/content/dep-laboratory-quality-assurance-manual-and-sops>

<https://floridadep.gov/dear/quality-assurance>

- Sampling must be taken from the suspected contaminated area(s) of the site or at the discretion of the Department.
- The following sampling frequency is based on the area(s) of debris management or storage that require sampling:
 - o Less than 1/3 acre: 3 samples
 - o Between 1/3 acre and 1 acre: 4 samples
 - o Greater than 1 acre: 4 samples plus 1 sample for each additional 1/2 acre of area

*40 CFR 261.24, Table 1 defines Toxicity Characteristic Contaminants as Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium and Silver

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2020

TYPE OF AGENDA ITEM: Presentation

TO: City Council

THRU: Joey Forgione, Code Compliance Manager
Krystal Strickland, Finance Consultant
Louis Zunguze, Community Development Director
Webb Warren, Deputy City Manager
Lance Johnson, City Manager

FROM: Matthew Pace, IT Manager

DATE:

SUBJECT: Energov Monthly Update

I. BACKGROUND: EnerGov Implementation Update Presentation as requested by Council.

II. DISCUSSION:

- A. **Link to Strategic Goals / Objectives:** Service Excellence
- B. **Effect on Budget (EOB):** Previously Budgeted
- C. **Level of Service (LOS):**

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. Council Presentation - May 2020

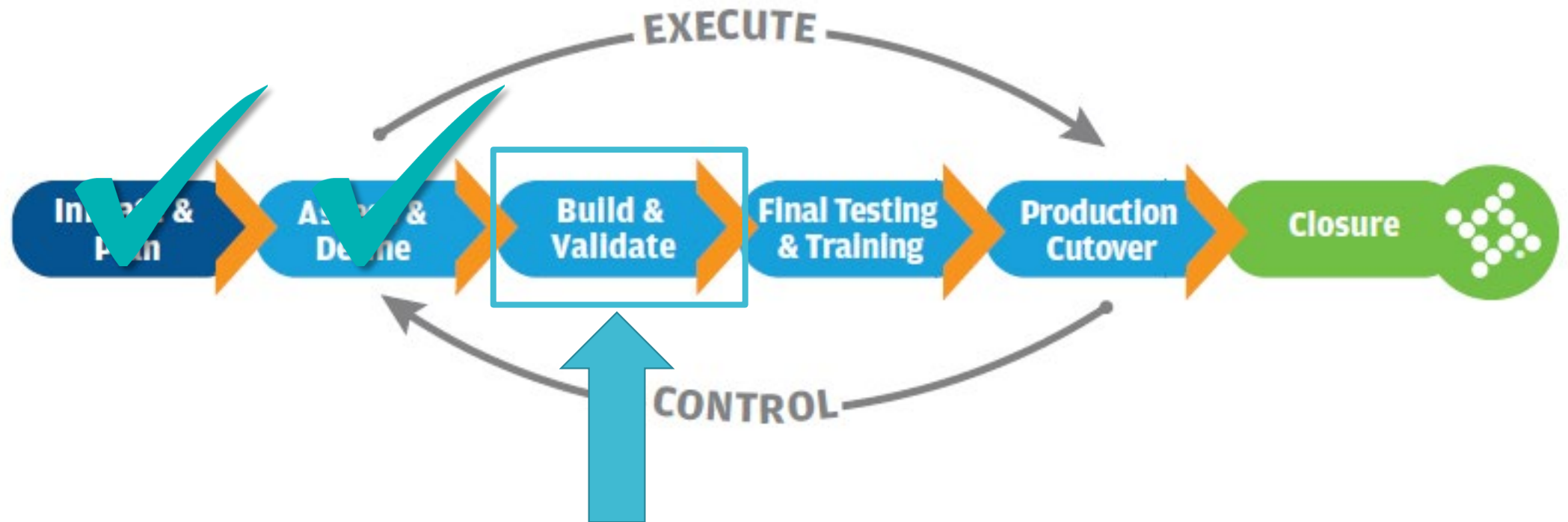
EnerGov Implementation

Status Update and System Information





Our Progress

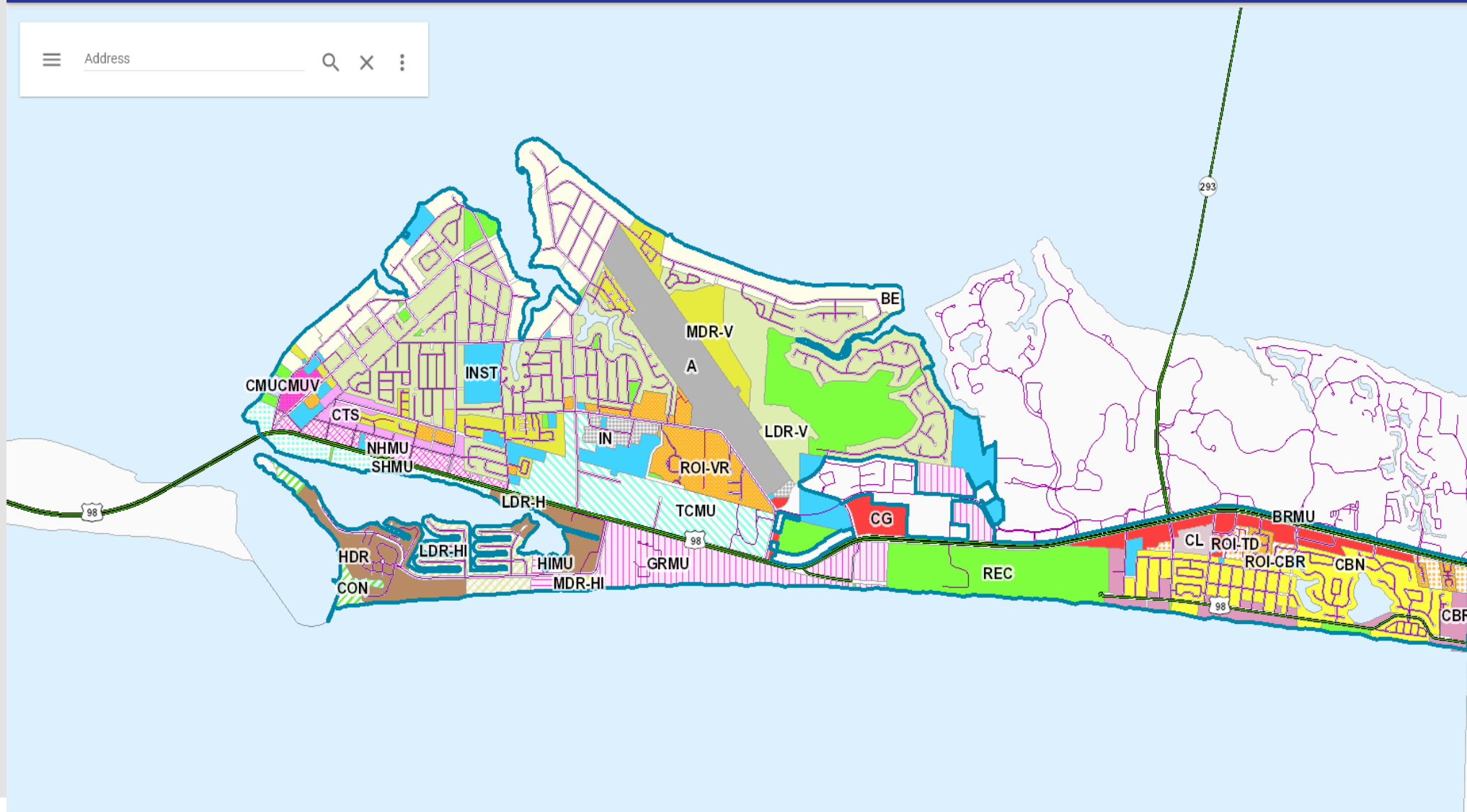




GIS/MAPPING

GIS Implementation Progress

☰ Address 🔍 ✕ ⋮





Address



4200 Indian Bayou Tr



SEARCH RESULTS (1)

4200 INDIAN BAYOU TRL DESTIN FL 32541



Create...



Business License



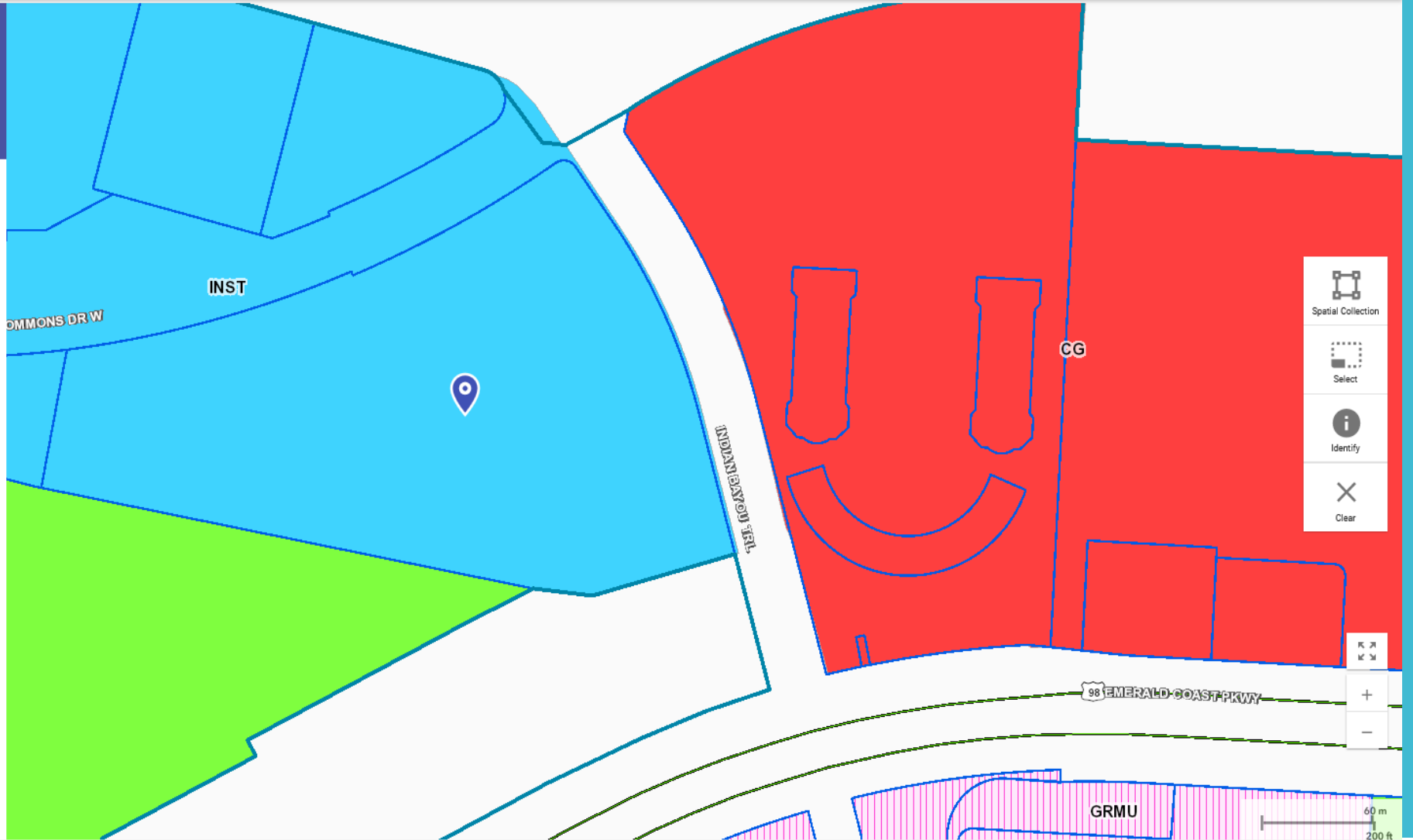
Code Case



Permit



Plan



Spatial Collection



Select



Identify



Clear





Composing and Adding Additional Layers to Create GeoRules.

Allows Staff to setup automatic parcel information when a new permit, plan, or code case is created.



Web-based and Enterprise Map Options

For use by the Public and Staff to enter parcel and property information.

GIS Features



Virtual Solutions

Changes within departments

Ease of
Use and
Better Access

- Online Virtual Payment System



Department Changes

Online Permit Applications:

All applications are fillable and located on our website
at www.cityofdestin.com

Building Division

- Permit applications and plans are now being received via email at permits@cityofdestin.com.

Department Changes

Online Permit Applications:

All applications are fillable and located on our website at www.cityofdestin.com

Engineering Division

- Right-of-way (ROW) Construction permit applications and plans **associated with a Building Permit** are now being received via email at permits@cityofdestin.com.
- Utility and ROW inspections **not associated with a Building Permit** are requested through ROWpermits@cityofdestin.com.

Department Changes

Online Permit Applications:

All applications are fillable and located on our website
at www.cityofdestin.com

Planning Division

- Planning applications and documentation are being sent via e-mail to planning@cityofdestin.com or by digital submission.

Department Changes

Pre-Application and Project Meetings

- All persons requesting Pre-Application meetings fill out and send the Pre-Application Request form, located on our website www.cityofdestin.com, to planning@cityofdestin.com. Staff contacts applicant to schedule a Pre-Application meeting. All meetings are conducted via phone or web conference.
- Changes made now are helping transition departments and customers to more efficient and paperless options.

Inspections From a Distance

Virtual Inspections

- Minor Renovation and IN-HOME **occupied** dwellings/structures (Air Conditioning, Water Heater, Window Change outs, etc.) are being conducted via Facetime (or other virtual/video/photographic means).
- **Exterior** dwellings/structures, **unoccupied** dwellings/structures or **new construction** are performed onsite utilizing the 6' feet social distancing requirements (per the CDC Recommendations)



Naming Contest

We have a Winner!



ENERGOV CONTEST

EnerGov Naming Contest

- Distributed to all employees for entry
- We've received great feedback from city staff in response to the contest
- Steering Committee to select a winner
- Naming our system with resonate and connect with the community on a higher level
- Branding will be associated with the selected name
- Press Releases and Information will be rolled out by the PIM as necessary

The Winner Is...

The Steering Committee has selected a winner.

- Name: COMPASS
- Meaning: **C**ommunity **P**ermitting **A**nd **S**upport **S**ystem
- Submitted by: Michael Burgess, Public Services Director



Thank you

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2020

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager
Webb Warren, Deputy City Manager

FROM: Kyle Bauman, City Attorney
Jeffrey Cozadd, Grants Manager
Krystal Strickland, Finance Consultant

DATE: May 13, 2020

SUBJECT: East Pass Emergency Navigation Channel Dredge Project and Holiday Isle Beach Restoration Contract -- Request for Modification to Scope of Services with Taylor Engineering

I. BACKGROUND: The East Pass Dredging Project is nearing completion. In order to finish the Project, the construction administrator is requesting \$13,000 in additional funding.

II. DISCUSSION: Taylor Engineering, Inc. was originally hired by the City to provide pre-construction support services, construction administration and observation support services, and post-construction certification and initial monitoring services for East Pass Emergency Navigation and Channel Dredging and Holiday Isle Beach Restoration Project (the "Project") in February 2018. The Project was subject to numerous delays and legal challenges but ultimately the construction phase commenced in late February 2020. At the latest, the construction phase of this Project should be completed within the next couple of weeks. To complete the Project, Taylor Engineering requires a total of \$13,000 in additional funds. The Revised Scope of Services detailing why additional funding is requested is attached hereto. Specifically, Taylor Engineering states the following:

"Task 3 – Construction Observation: We are requesting an additional \$8,000.00 for the following reasons stated below. Please know, this task is billed on a not to exceed, time and expense basis.

Additional project coordination due to weather delays, equipment issues/breakdown/repairs, etc.

Additional coordination with USACE, City and County staff to obtain additional construction funding (provided by Okaloosa County) to account for the numerous weather delays.

Covid-related issues with USACE inspection, monitoring and construction observation services (e.g., USACE inspectors and visitors were no longer allowed on the dredging following Covid-19 concerns from the contractor). This required additional coordination between USACE, their dredge

contractor, their third-party turbidity monitors, and Taylor Engineering.

Shorebird coordination: (see below)

Sea turtle monitoring coordination: As the project is now extending into sea turtle nesting season (which began May 1), we are now required to coordinate with the County's sea turtle monitor for nesting surveys and potential relocations if nesting occurs within the project area. These services were never proposed as the project was originally scheduled to be complete prior to nesting season.

Summer season issues: The project was originally anticipated to be complete by April 2020; however, the schedule is extending into late May. Construction activities within the summer season will certainly require additional coordination with the project team, adjacent property owners and others.

Task 4 – Shorebird Monitoring services: We are requesting an additional \$5,000.00 for the following reasons. This task is billed on a not to exceed, time and expense basis.

Shorebird monitoring: The DEP permit requires daily shorebird monitoring throughout construction. We coordinated with DEP and FWC to suspend these surveys for a short period when the dredge was in drydock, but we have reached the maximum funded amount of 50 daily surveys. The additional funds are required to extend the required surveying activities for an additional 25 days.

Shorebird coordination: Following beach closures and dredge breakdown, a substantial number of shorebirds nested seaward and landward of the dune closest to the East Pass East Jetty. We have coordinated with DEP, FWC, FWS, Audubon and the project team regarding this nest. We assisted our shorebird monitor in fencing off and installing signage within this area and coordinated with USACE and their contractor to modify construction activities to avoid this area. Additional coordination will be required to monitor this area throughout construction activities, including full demobilization."

In January 2020, the City entered into a Memorandum of Understanding with Okaloosa County, wherein the County agrees to pay all expenses relating to the Project (the "MOU"). These expenses are included in that MOU and will ultimately be paid by the County. City staff and the City Attorney conferenced with County staff on May 13, 2020, regarding this matter. County staff agreed to place the item on the County Commission's next agenda for approval.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: Because, pursuant to the MOU, the County is ultimately paying for the Project, the City should agree to modify the Scope of Services only if the County agrees.

IV. RECOMMENDED MOTION: I move to approve the attached Revised Scope of Services with Taylor Engineering, Inc., subject to the County also approving the revised cost schedule.

Attachments:

1. 2020-05-12 East Pass
Dredging_Mod#2 (003)

**EAST PASS EMERGENCY NAVIGATION CHANNEL DREDGING
AND HOLIDAY ISLE BEACH RESTORATION PROJECT
SCOPE OF PROFESSIONAL ENGINEERING AND ENVIRONMENTAL SERVICES
OKALOOSA COUNTY, FLORIDA**

**SCOPE OF SERVICES
– Revised May 12, 2020 –**

Taylor Engineering, Inc. will provide the City of Destin (City) and Okaloosa County (County) with pre-construction support services, construction administration and observation support services, and post-construction certification and initial monitoring services for the East Pass Emergency Navigation Channel Dredging and Holiday Isle Beach Restoration Project. We have made several key assumptions in developing this Scope of Services and associated fees for the project. These assumptions, noted below and throughout this Scope of Services, affect the proposed level of effort and associated costs. If any of the assumptions should prove incorrect, we will submit a proposal to modify our Scope of Services and our fees accordingly.

Of note, the City originally contracted Taylor Engineering to perform these services February 2018. The original contract specified the City would assume the responsibility for dredging East Pass by piggybacking off the dredging occurring for the Norriego Point stabilization and restoration project. The project was delayed as the U.S. Army Corps of Engineers required the previous dredging contractor to demobilize and perform emergency dredging work elsewhere. Follow-on project efforts, including emergency procurements with dredging contractors, were also delayed and later abandoned for various reasons (e.g., contracting challenges, insufficient budgets, other emergency work for USACE, permit administrative challenges, etc.). Most recently, the City and County have worked closely with USACE to develop a strategy to perform the much-needed maintenance dredging where USACE performs the work under the City and County's FDEP permit authorization. USACE will fund \$1.5M of the project costs and the County will fund any costs beyond this amount through a USACE contributed funds agreement. Additional costs, beyond the \$1.5M from USACE, are estimated to be approximately \$0.5M. USACE informed the City and County of the proposed plan January 28, 2020. Given the proposed dredging schedule (proposed to avoid potential conflicts with other scheduled dredging operations and dredging within the summer months), the City and County must begin project coordination immediately and perform the required pre-construction services to ensure the project schedule remains on track. Most especially, the pre-construction services under Task 2 and additional surveying services under Task 1A all must be completed within strict timelines (before dredging can commence) per the FDEP authorization.

We have developed our scope of work based on the following assumptions:

- Based on the interlocal agreement between the City of Destin (City) and Okaloosa County (County), the City will (1) assume primary responsibility for the East Pass Navigation Channel Dredging and associated Holiday Isle Beach Restoration Project permit as original permittee; (2) administer aspects of the project including design, construction, management and monitoring; and (3) establish amounts and procedures for County funding for the project;
- The total construction time with 24 hours/day construction contractor operations (excluding mobilization/demobilization) will approach approximately 30 days;
- Construction contractor will be responsible for conducting turbidity monitoring and associated reporting during the entire duration of the project (i.e., dredging and beach fill placement operations);

- Construction will occur between February 2020 and ~~March~~ May 2020;
- The FDEP-approved physical monitoring plan requires topographic and bathymetric surveys of the project and navigation channel dredging areas within 90 days prior to construction commencement. Given the extremely short project schedule, Taylor Engineering assumes USACE will be responsible for conducting before-dredge and after-dredge construction pay surveys of the navigation channel dredging. We assume these surveys will be certified by a Florida-licensed surveyor. Taylor Engineering will subcontract a Florida-licensed surveyor to perform the pre- and post-construction beach profile surveys within the beach placement area to satisfy FDEP's survey requirements.
- Project construction will not result in any substantial deviations from the final project plans, specifications, or regulatory authorizations. Additionally, we assume project construction will not violate any conditions of the regulatory authorizations;
- The FDEP permit requires field observations seven days per week with an observer located on site approximately 8 hours each observation day. Taylor Engineering's Engineer of Record will be on site at the beginning of construction and will be available locally for the duration of the project. Interim construction observation will be performed by Taylor Engineering to meet this requirement. The observation hours will be staggered throughout the week, including both week and weekend days;
- We assume the Okaloosa County marine turtle permit holder will perform the required marine turtle nesting surveys and monitoring requirements in accordance with regulatory permits and under separate contract to the County. In addition, we assume the permit holder will also monitor the project areas for escarpments as required by the FDEP permit and provide the required documentation and reports to the permittees, regulatory and commenting agencies;
- We propose to perform nesting shorebird surveys as outlined in the FDEP permit. Our shorebird monitoring subcontractor will visit the site daily throughout construction activities. We assume a total (maximum) of ~~50~~ 75 daily shorebird surveys. We assume FDEP will not require additional non-nesting shorebirds surveys beyond these proposed services.
- All post-construction monitoring services will be performed in accordance with State monitoring requirements for beach nourishment projects. Taylor Engineering will perform post-construction monitoring activities in 2020 (immediately following construction); however, per County request, we assume additional post-construction monitoring activities will be contracted under separate authorization.
- The proposed project will not include dune vegetation planting, sand fencing or any additional project components outside of the navigation channel dredging and swash-zone beach placement;
- No post-construction lighting surveys are proposed; and
- We assume FDEP will waive the required project area tilling and compaction monitoring services as the proposed project includes low-crested, swash-zone disposal with minimal mechanical shaping. Taylor Engineering will request FDEP waive these requirements during the pre-construction meeting (Task 2).

Task 1. Pre-Construction Coordination, Construction Drawings and Technical Specifications

As discussed above, the FDEP-approved physical monitoring plan requires topographic and bathymetric surveys of the project and navigation channel dredging areas prior to construction commencement. Given the short project schedule, Taylor Engineering assumes the proposed dredging contractor will collect the required pre-construction surveys. We will coordinate with the dredging contractor and inform them of the regulatory data collection and physical monitoring plan requirements. The surveys will document the pre-construction conditions within the navigation channel and along the project area shorelines, including FDEP reference monuments R-17 through R-20.5.

Taylor Engineering will prepare construction drawings and technical specifications to support the proposed navigation channel dredging and beach fill project. The construction drawings will incorporate the design updates resulting from the updated survey data collection. The drawings will depict the existing navigation channel contours and dredging template (horizontal and vertical limits) in both plan and cross-sectional perspectives. The drawings will also consist of plan and cross section views of the existing beach contours and beach fill construction template. As part of this task, we will estimate the project construction quantities for inclusion in the construction documents. We will provide the final construction ready drawing set in reproducible hardcopy and digital format for use in producing copies for regulatory and construction purposes. We will also provide drawings signed and sealed by a Florida Registered Professional Engineer as necessary. Additionally, we will provide the drawings in AutoCAD 2018 digital format for distribution to the selected contractor.

Taylor Engineering will prepare technical specifications, consistent with the FDEP and Department of the Army (DOA) permits, to support the project construction. We will review the FDEP and DOA permits and coordinate with regulatory staff and commenting agencies (U.S. Fish and Wildlife Service, National Marine Fisheries Service, and Florida Fish and Wildlife Conservation Commission) to evaluate whether all permit conditions are applicable to the proposed work. Should any permit conditions be irrelevant or inappropriate, we will coordinate with FDEP, USACE, and/or the commenting agencies to request that such conditions be waived. Additionally, we assume the City will prepare their standard “front-end” contract documents for project contracts; we will coordinate with City staff and the proposed dredging contractor to support project contract development.

Cost Task 1: \$17,656.50 (Note: Task 1 Completed March 2018 and Final Invoiced April 2018)

Task 1A. Pre-Construction Survey Data Collection

FDEP requires survey data collection within the dredging and beach placement areas prior to construction. The pre-dredge surveys of the federal navigation channel shall occur no more than 90 days prior to the anticipated maintenance dredging. From discussions with USACE operations staff, USACE will collect the pre-dredge surveys of the federal navigation channel to meet these requirements. Pre-construction beach profile surveys (topographic and bathymetric surveys) shall be collected no more than 90 days before construction commences. While prior beach monitoring surveys may be submitted for the pre-construction survey, given the continued project delays, updated beach profile surveys must be collected of the beach disposal area. Taylor Engineering will subcontract Morgan and Eklund to collect the required beach profiles surveys in accordance with the DEP requirements.

Consistent with the Physical Monitoring Plan and past monitoring efforts, the beach profile survey data collection shall include beach profile surveys at every FDEP reference monument from R-17 to R-30 and additional half-monument surveys at the terminus of the two Western Destin project area reaches (R-20.5, R-23.5 and R-25.5) and between R-24 and R-25 (R-24.5) for a total of 18 profiles. This proposed monitoring meets the criteria of the physical monitoring plan and provides additional basis to continue assessment of the performance of the Western Destin Beach Restoration Project.

The survey will be certified by a FL-licensed surveyor and survey activities shall be conducted in accordance with the latest update of the Bureau of Beaches and Coastal Systems (BBCS) Monitoring Standards for Beach Erosion Control Projects, Sections 01000 and 01100.

Cost Task 1A: \$16,998.00

Task 2. Pre-Construction Meetings and Submittal Review

This task includes the following subtasks:

- Preparing for and conducting a pre-construction conference;
- Providing follow-up information and drawings to regulatory agencies resulting from the conference;
- Reviewing and approving contractor pre-construction submittals and construction-related information and data;
- Preparing for and conducting an onsite coordination meeting;
- Submitting all required notice of commencements;
- Coordinating and reviewing contractor pre-construction (before-dredge) surveys; and
- Preparing change orders (if necessary for change in design beach placement template).

Taylor Engineering staff (Engineer of Record and Project Engineer) will conduct and attend a preconstruction conference with the Contractor (USACE), City and County prior to construction commencement. Additional attendees may include representatives of the FDEP, USACE, Florida Fish and Wildlife Conservation Commission (FWC), U.S. Fish and Wildlife Service (USFWS), the marine turtle permit holder, and any other involved parties. The preconstruction conference will focus on describing the project and scope of work; reviewing the construction methodology, technical specifications, schedule, specific conditions, and monitoring requirements of the regulatory permits; and verifying construction access and work areas. We will also review pipeline corridors as proposed by the Contractor, turbidity monitoring, and shorebird monitoring requirements. We will answer the Contractor's questions concerning the technical aspects of the work and discuss issues including lines of Engineer and Contractor authority, contract general and specific conditions, mobilization/demobilization activities, project access, contract administration, payment requirements, correspondence procedures, project schedule, and submittals. We will take minutes of the preconstruction conference discussions and visit the site with the contractor if requested. We assume that the preconstruction conference will be held on the City's premises. Given the expedited schedule, we assume this meeting will occur the first or second week in February.

We will review the Contractor's pre-construction submittals which may include schedule of values, list of subcontractors, construction schedule, mobilization and demobilization plan, construction work plan, and turbidity monitoring qualifications. We will coordinate with the Contractor to resolve issues of concern, discuss project drawings and specifications, and discuss schedule and documentation.

We will review the Contractor's technical submittals, and if required, assist the City in providing a notice to proceed to the Contractor. We will submit a notice of commencement to the regulatory agencies at least 48 hours prior to construction as required by regulatory permits. Given the short project schedule and dependency upon USACE's dredging schedule, we will also assist the City and County in coordination with USACE's operations and maintenance division regarding the project schedule.

Cost Task 2: \$11,638.50

Task 3. Construction Observation and Administration

This task includes the following subtasks:

- Site visit at construction commencement by the Engineer of Record
- Daily construction observation by Taylor Engineering Project and Staff Engineers/Geologists;

- Attending 3 weekly coordination meetings;
- Preparing for and attending up to 1 additional problem resolution meetings;
- Preparing and/or reviewing up to 1 change order directive;
- Reviewing weekly progress pay surveys;
- Reviewing and approving contractor construction submittals; and
- Reviewing up to two pay applications.

We will assist the City with administration of the construction contract from our Destin office and from the project site. In-office duties will include reviewing the contractor's shop drawings and submittals, reviewing progress pay surveys and applications, providing oversight of the progress of the work, and assisting with the preparation of change orders, if required.

We will remain available throughout construction to provide advice and consultation to the City and County through site visits and teleconferences. In that role, we will address questions pertaining to engineering, design, permitting issues, scheduling, payment and any proposed changes to the project design.

We will provide daily, on-site observation services within the beach placement area for the duration of the beach fill project. As required by the FDEP permit and Sediment Quality Control/Quality Assurance Plan, the individual providing the onsite observation will have experience in beach nourishment and construction inspection and knowledge of the project design and permit conditions. These individuals will consist of Taylor Engineering's Engineer of Record for the project, Project Engineers, and Staff Engineers/Geologists. These individuals will visit the site daily to ascertain whether work is occurring in general conformance with permit conditions and drawings and specifications. Our visits will include detailed observation of the work and monitoring of the contractor's means, methods, and sequences. We will observe construction activities for general conformance with the project contract, drawings, specifications, and environmental permits and obtain daily photographs to document the general construction area. Our observations will include, but not be limited to, the following activities:

- Protection of existing work;
- Protection of new work from damage;
- Protection of private property;
- Maintenance of current construction schedule;
- Protection of land resources (fuel and oil, work areas, etc.);
- Protection of water resources (pollution prevention, turbidity, etc.);
- Protection of marine turtles (visual monitoring, escarpments, etc.);
- Protection of migratory birds (monitoring);
- Control of noise pollution;
- Project quality control procedures (to produce an end product that meets contract requirements);
- Designation of employee parking;
- Maintenance of project site security;
- Cleanup of waste and debris;
- Performance of surveys at the beach placement area and dredge areas;
- Adherence to excavation plans;
- Submergence of pipeline within proposed and accepted corridors;
- Maintenance of pipeline integrity during material transport;
- Placement of beach fill in accordance with project documents;
- Adherence to the Sediment QA/QC Plan for maintenance of fill material quality (through on-site grab sampling, visual analysis, etc.); and

- Protection and maintenance of pedestrian beach access.

As a part of our observations, we will fill out a construction report for each observation day, signed by the observer, to provide a log of construction progress, delays and/or issues. The reports will document the date, weather conditions, personnel/visitors on site, the Contractor's manpower (e.g., superintendent, field engineer, laborers, etc.) and equipment (backhoe, bulldozer, dredge, booster pump, etc), and a daily summary of events.

FDEP permit conditions require weekly summaries of all water quality monitoring data including permit number; dates and times of sampling and analysis; a statement describing the methods used in collection, handling, storage, and analysis of samples; maps indicating the sampling locations; and a statement by the individual responsible for implementation of the sampling program concerning the authenticity, precision, limits of detection, and accuracy of the data. USACE personnel will perform the required turbidity monitoring and reporting. We will coordinate with these individuals and review the required submittals to support permit compliance.

We will attend onsite weekly project meetings. These meetings will discuss the project progress and address questions pertaining to engineering, design, permitting issues, any proposed changes to the project design, scheduling, and any conflicts. Attendees will likely include representatives from the Contractor, City, County, and Taylor Engineering. The progress meeting agenda shall generally include reviewing minutes of the previous meeting, work progress since the previous meeting, current definable features of work (i.e., constructing temporary intermodal facility), construction schedule, submittal register, off-site activities, reviewing testing results (sand QAQC, turbidity monitoring, etc.), changes to construction schedule; and discussing problem prevention, maintaining contract quality for materials and workmanship, pending modifications/changes and substitutions, and other business, as appropriate. Additionally, should unexpected problems arise outside of these meetings, we will plan on attending (up to one) other problem resolution meetings.

Mr. Matthew Trammell, P.E., as the Engineer of Record for this project, will remain available locally throughout the project to assist the contractor interpret the design intent of various project elements. We will notify the City and County if there are any permit violations, work stoppages, or conflicts and provide recommendations to the City and County as to how to proceed with the project. However, we will not direct the Contractor's means and methods of construction. Taylor Engineering will also not be responsible for jobsite safety.

Note that we may require additional fees if additional onsite visits are required to solve unanticipated problems or if construction is longer than the assumed 30-day period.

Taylor Engineering is currently requesting an additional \$8,000 due to the extensive coordination required for substantial delays associated with weather and equipment issues, additional project funding with USACE and Okaloosa County, Covid-19 related issues, species monitoring, and construction extending into the busy summer season.

Cost Task 3: ~~\$38,574.24~~ \$46,574.24

Task 4. Shorebird Monitoring

The FDEP permit requires daily shorebird monitoring during construction activities and weekly monitoring following construction, through the end of nesting season (August 31, 2020) by shorebird monitors with proven seabird and shorebird identification skills and avian survey experience. Taylor Engineering previously proposed to utilize the shorebird monitors contracted for the Norriego Point

Stabilization Project; however, the stabilization and restoration work is now complete, and these previously approved shorebird monitors are no longer available. As FWC is required to approve the shorebird monitors prior to construction, we will seek shorebird monitor recommendations from the FWC and subcontract one or more shorebird monitors to observe and monitor nesting shorebird activity during construction.

The shorebird monitors shall visit the site daily during construction to record any observed shorebird activity, coordinate with the dredging contractor and Taylor Engineering as required, and provide the daily reports and summaries required by the FDEP permit. If project budget allows, the shorebird monitor(s) shall visit the site weekly as required by FDEP following construction completion through the end of nesting season (August 31, 2020). If project budgets do not allow, Taylor Engineering will request of the post-construction monitoring at the pre-construction conference (Task 2). Taylor Engineering will maintain records of the shorebird monitoring reports and provide project summaries following construction completion as required by FDEP. The budget assumes \$200/day for shorebird monitoring for a maximum of ~~50~~ 75 days (~~30 days during construction and 20 days post construction~~), as well as additional funds for project coordination.

Taylor Engineering is currently requesting an additional \$5,000 due to the substantial weather and equipment delays extending the construction schedule, and additional coordination required for the active shorebird nests immediately adjacent to the project area.

Cost Task 4: ~~\$12,500.00~~ \$17,500.00

Task 5. Project Closeout and Certification

This task includes the following sub-tasks

- Developing preliminary and final punch lists
- Certifying substantial completion of the project
- Attending pre-final and final observation and closeout meetings
- Conducting final review/acceptance of field data
- Certifying completion of the project to include coordination with regulatory agencies

Once Taylor Engineering receives from the contractor a request to certify the project substantially complete, Taylor Engineering will visit the project site to make a determination of the degree of completion. If we cannot certify substantial completion, we will develop preliminary and final punch lists of items for the contractor to complete or correct. With concurrence from the City and County, we will transmit this list to the contractor. Upon completion of outlined items, we will certify the project substantially complete. Taylor Engineering has budgeted for two on-site meetings during this stage of the project.

Taylor Engineering will collect and review the following information from the contractor before project closeout:

- Final pay application
- Post-construction/as-built survey
- Final contractor certification and affidavit

Taylor Engineering will also coordinate permit-related submittals including statements of completion, project certifications, and as-built drawings. Following completion of the project, Taylor Engineering will prepare and submit to FDEP and USACE statements of completion and certifications in accordance with

the FDEP and USACE permit requirements. Taylor Engineering will also prepare and submit to USACE an as-built drawing, certified by a professional engineer, depicting the constructed beach project and dredged navigation channel areas. Taylor Engineering's engineer of record for the project will be responsible for project certification.

Upon completion of all construction activities, Taylor Engineering will compile all close-out documents into one electronic file and transmit one electronic copy of the project files to the City for archival purposes.

Cost Task 5: \$15,911.50

Task 6. Sediment Sampling, Analysis and Reporting

The FDEP-approved Sediment Quality Control and Quality Assurance (QCQA) plan requires post-construction quality assurance sampling of the constructed beach. We will collect the representative samples in accordance with the QCQA plan and have the samples analyzed for grain size, silt and shell content, and moist Munsell color. Given the heightened interest in East Pass sand quality, we propose collecting sand samples every 500 ft along the constructed beach project area for a total of eight samples. Taylor Engineering will summarize the QA sampling results in a letter report. The report will also include the visual analysis results of the quality control sampling performed by Taylor Engineering during construction (grab samples collected during each discharge operation). We will submit the summary report to FDEP, the City and Okaloosa County.

Cost Task 6: \$10,165.00

Task 7. Post-Construction Monitoring and Reporting

Taylor Engineering will provide the City of Destin with post-construction monitoring services for the East Pass Emergency Navigation Channel Dredging and Holiday Isle Beach Restoration Project. For clarity, this Holiday Isle Emergency Beach Restoration Project is within the western reach of the of 2013 Western Destin Beach Restoration Project area. Specifically, the post-construction services will include physical monitoring of the beach through analysis of pre- and post-construction surveys as well as historical beach profile data. In accordance with FDEP Permit No. 0288799-003-JC, the data collection and analysis shall be conducted as described in the East Pass and Destin Harbor Maintenance Dredging Physical Monitoring Plan; however, given the proposed placement within the Western Destin Beach Restoration Project area, the proposed monitoring also meets the general FDEP post-construction monitoring requirements for the Western Destin project as well.

Consistent with the Physical Monitoring Plan and past monitoring efforts, the beach profile survey data collection shall include beach profile surveys at every FDEP reference monument from R-17 to R-30 and additional half-monument surveys at the terminus of the two Western Destin project area reaches (R-20.5, R-23.5 and R-25.5) and between R-24 and R-25 (R-24.5) for a total of 18 profiles. This proposed monitoring meets the criteria of the physical monitoring plan and provides additional basis to continue assessment of the performance of the Western Destin Beach Restoration Project. Post-construction surveys of the beach placement area shall be conducted no more than 60 days following construction completion.

Taylor Engineering will also perform beach profile-based analyses and reporting in accordance with both the East Pass Dredging and Western Destin Beach Restoration Project FDEP Permits (No. 0288799-003-JC and 0286575-003-JN), the FDEP-approved physical monitoring plan, and the May 2014 BBCS Monitoring Standards for Beach Erosion Control Projects. We will determine beach shoreline and volume

changes compared to recent and historical survey data to determine erosional/accretional trends over various time scales. We will convert the data to range/elevation profiles, calculate volume and mean high water position changes, and tabulate these results for analysis. For comparisons with previously conducted analyses, Taylor Engineering will analyze volume changes within vertical compartments along each profile. We will then prepare a monitoring report which will summarize and discuss the survey data, present results of the recent and historical survey data comparisons and identify erosion and accretion patterns. Report appendices will include plots of survey profiles, graphical representations of volumetric and shoreline position changes, and ground-level photographs of the monitoring area.

The FDEP-approved physical monitoring plan also requires post-construction bathymetric surveys of the navigation channel (borrow area). We will utilize the post-construction survey data collected by the dredging contractor (or USACE). We assume the post-construction survey will be collected within 60 days following project completion and in accordance with FDEP requirements. We will plot the pre-construction and post-construction bathymetric contours and the pre- to post-construction contour changes in the navigation channel. We will compare the data to identify areas and magnitudes of erosion and accretion within the channel and include these results in the overall monitoring report.

All survey activities, analyses, reports and deliverables shall be conducted in accordance with the latest update of the Bureau of Beaches and Coastal Systems (BBCS) Monitoring Standards for Beach Erosion Control Projects, Sections 01000 and 01100. We will submit electronic copies of the survey data and report to the City for review and submission to FDEP.

Total Cost Task 7: \$32,240.10

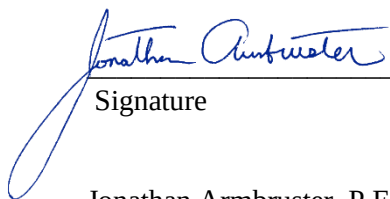
Cost Proposal

For

**EAST PASS EMERGENCY NAVIGATION CHANNEL DREDGING
AND HOLIDAY ISLE BEACH RESTORATION PROJECT**

Taylor Engineering shall perform the services described in Exhibit A for a total price of ~~\$155,683.84~~ **\$168,683.84** according to the task schedule below. Tasks 1, 2 and 5 – 7 will occur on a fixed fee basis totaling \$104,609.60. Task 3 and 4 will occur on a time and materials basis for a total cost not to exceed ~~\$51,074.24~~ **\$64,074.24**.

Task No.	Description	Budget
1	Pre-Construction Coordination, Construction Drawings and Technical Specifications	\$17,656.50
1A	Pre-Construction Survey Data Collection	\$16,998.00
2	Pre-Construction Meetings and Submittal Review	\$11,638.50
3	Construction Observation and Administration (time and expense, not to exceed)	\$38,574.24 \$46,574.24
4	Shorebird Monitoring (time and expense, not to exceed)	\$12,500.00 \$17,500.00
5	Project Closeout and Certification	\$15,911.50
6	Sediment Sampling, Analysis and Reporting	\$10,165.00
7	Post-Construction Monitoring and Reporting	\$32,240.10
Total Budget		\$155,683.84 \$168,683.84



Signature

05/12/2020

Date

Jonathan Armbruster, P.E., Vice President

Printed Name, Title

Signature

Date

Printed Name, Title

T A Y L O R E N G I N E E R I N G , I N C .

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2020

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Kyle Bauman, City Attorney
Kimberly Kopp, Land Use Attorney

DATE: May 13, 2020

SUBJECT: Norriego Point Embayments

I. BACKGROUND: FDEP has requested that the City remove swim ropes located across the mouth of the embayments at Norriego Point to allow boating access.

II. DISCUSSION: At the April 6, 2020, regular City Council Meeting, the City Council directed the City's attorneys and City Manager to send a letter to FDEP asking for their official position on this issue and then schedule a workshop, inviting representatives from FDEP, to discuss this matter.

On April 17, 2020, the City Manager sent FDEP's Division of State Lands Director, Callie DeHaven, the attached letter. On May 8, 2020, FDEP responded with the attached letter through Acting General Counsel Chad Stevens.

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

III. CONCLUSION: Pursuant to previous Council direction, the City's attorneys and City Manager are now bringing this item back to the City Council seeking to either schedule the previously directed workshop or for Council to direct other, further action.

IV. RECOMMENDED MOTION:

Attachments:

1. City of Destin -- Norriego Point
Embayments -- City to FDEP
4.17.2020
2. FDEP Response to City of Destin 4-
15-20 inquiry



Office of the City Manager

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-837-4242 | www.cityofdestin.com

April 15, 2020

Via email

Florida Department of Environmental Protection, Division of State Lands
Attn: Callie DeHaven
3900 Commonwealth Blvd. MS 100
Tallahassee, FL 32399
Callie.DeHaven@FloridaDEP.gov

RE: City of Destin, Florida -- Norriego Point Embayments

Dear Ms. DeHaven,

In October 2019, I had the pleasure of visiting your offices in Tallahassee with City Attorney, Kyle Bauman, City Land Use Attorney, Kimberly Kopp, and Councilmember, Parker Destin. Your hospitality was greatly appreciated. At that meeting we discussed, generally, the Norriego Point restoration project located within City limits. Specifically, we discussed the status of the four embayments located on the west (East Pass) side of Norriego Point (the "Embayments").

The Embayments provide water access to the general public from land. For public safety reasons, the Embayments are currently roped off in the water. This prevents boats from accessing the Embayments, but allows the general public accessing the Embayments to enjoy swimming and other water-related activities. As explained in more detail at our October 2019 meeting, the reason for this is two-fold. First, it ensures the general public's health, safety, and welfare by preventing catastrophic propeller related accidents and preventing people from being swept by strong the strong currents into the East Pass, where boat traffic is heavy. Second, it prevents propeller scarring of the submerged lands in the embayments, which would require regular and expensive remediation.

Additionally, the east (harbor) side of Norriego Point allows widespread recreational boating access by the general public. Indeed, on any given weekend, hundreds of boats access Norriego Point by beaching or anchoring on its eastern side. Boaters anchoring on the eastern side of Norriego Point can access the Embayments. Further, the currents and boat traffic are not as dangerous on the harbor side when compared to the Gulf side. Therefore, even though boaters by several orders of magnitude greater can access Norriego Point on the east side as opposed to the west side, the general health, safety, and welfare concerns are not nearly as prevalent.

Nevertheless, our understanding is the FDEP wishes to see one of the Embayments open to the general public for recreational boaters to beach or anchor. We understand this specifically excludes any commercial activity. This possibility was brought up at the City's April 6, 2020, Council Meeting and the Council directed me, the City Attorney, and the Land Use Attorney to send FDEP a letter requesting FDEP to state its position in writing. Further, the Council directed that a workshop on this matter be set after the City receives FDEP's formal written stance and/or request.



At this workshop, the Council wishes to discuss this matter fully and vet all potential options. The Council asked us to extend invites to FDEP and the Council sincerely hopes that FDEP officials will explain their positions and work with the City towards a solution on the matter that most positively impacts the general public. The item would not be acted upon at the workshop but, rather, would be considered by the City Council at a duly noticed regular or special meeting following the workshop.

At your earliest convenience, please provide me with FDEP's formal written position on this matter. Once we receive FDEP's formal, written position, we will work with FDEP towards scheduling the workshop at a time mutually convenient to both parties. Additionally, the City is fully capable of scheduling virtual meetings and if any FDEP official wishes to participate virtually, then we can accommodate that request.

Thank you for your consideration. We look forward to working with you towards a resolution on this matter.

Sincerely,

A handwritten signature in blue ink that reads "Lance A. Johnson". The signature is fluid and cursive, with the first name "Lance" and last name "Johnson" clearly distinguishable.

Lance A. Johnson
City Manager

Cc: Kyle Bauman, City Attorney
Kimberly Kopp, City Land Use Attorney



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

May 8, 2020

Lance A. Johnson, City Manager
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541
via email to ljohnson@cityofdestin.com

RE: Norriego Point

Dear Mr. Johnson,

I am in receipt of your April 15th letter to Ms. DeHaven requesting "FDEP's formal, written position" on the City's denial of access of the embayments at Norriego Point to the boating members of the public. FDEP's position has not changed. We expect the City to honor its commitment in its application for Natural Resource Damage Assessment (NRDA) early restoration funding to ensure the "embayments will provide additional swimming area and space for watercraft access," more specifically to facilitate "additional boat parking" and "more space for boats to pull-in." This commitment is very clear throughout the City's application, attached management plan and site plan as well as the NRDA Trustees' Phase III Plan and Stipulation with BP concerning deep water horizon funds.¹ Moreover, the \$10.2 million the project received to

¹ "The purpose of this project is to protect, stabilize, and re-establish the vast recreational opportunities of Norriego Point, an impressive, well-known landmark and **boaters' beach**, impacted by the 2010 Deepwater Horizon Oil Spill response activities." Funding Application at Brief Project Narrative. "Traditionally, year-round, thousands of recreational **boaters**, beach-goers, sport fishermen and nature lovers **utilize** the Point and **the adjacent channel** and harbor it safeguards." Id. "The stabilization will enable the City to then construct Park amenities that will enhance the use of Norriego Point for the **thousands of boaters** and beachgoers that play on the Point each year." Id. "**Norriego Point is heavily used by recreational boaters as a sand and water playground.** Park amenities and restored acreage will significantly enhance human use of this regionally beloved landmark." Id. at Figure 1 narrative. "This area [i.e., the East Pass side of Norriego Point] during the summer is usually filled with sunbathers and **recreational boaters as well as fishing and sightseeing boats.**" Id. at Figure 2 narrative. "Once stabilized, the City intends to build the Norriego Point Recreation Area, a low-impact park with amenities to serve the thousands of sunbathers and **boaters who beach at the Point each year.**" Funding Application attachment, "Norriego Point Recreation Area Management Plan" at 1. "The following components will be considered in the final design . . . two new additional embayments for additional water-related activities **and boat/kayak parking.**" Id. at 8. See also the Master Site Plan map, which expressly labels each of the four embayments as areas for "snorkeling, swimming, or **additional boat parking.**" Id. at Exhibit E. "Two new embayments will provide additional swimming areas as well as **more space for boats ... to pull in.** NRDA Trustees Phase III Plan available at <https://www.gulfspillrestoration.noaa.gov/sites/default/files/wp-content/uploads/Okaloosa-County-FS-2014.pdf>. "The objective of the Early Restoration Project is to enhance and/or **increase recreational boating** and beach use opportunities by stabilizing and re-establishing Norriego Point." Stipulation Regarding Early Restoration Project at 16. "Two new embayments will provide additional swimming areas as well as **more space for boat ... pull-ins.**" Id.

improve the existing embayments and create the new embayments is predicated upon this commitment.

As we have stated in our many discussions, public access and public safety are of paramount importance to FDEP. It was my understanding after our October meeting that the City intended to balance these two priorities by opening some of the embayments to boats only and others to swimmers only. I am surprised that seven months have passed and neither this solution, nor any other solution, has been implemented. At the end of the day, **the City is obligated to honor its commitments upon which the Norriego Point restoration funding was predicated and do so immediately.** We expect the City to take this obligation seriously and expeditiously move forward in fulfilling it.

Thank you for reaching out to ensure our position has not changed. FDEP will remain available to assist in your efforts to provide public access or, if necessary, to facilitate access on our own terms.

Regards,



Chad Stevens
Acting General Counsel

Cc: Kyle Bauman, City Attorney (kbauman@asglegal.com)
Kimberly Koop, City Land Use Attorney (kkopp@romanokopplaw.com)
Callie DeHaven, FDEP (@dep.state.fl.us)

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2020

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Kimberly Kopp, Land Use Attorney

DATE: May 14, 2020

SUBJECT: Request for approval of Fire District lease and request for direction to advertise accompanying ordinance for first reading in June.

I. BACKGROUND: Attached for review by the City Council is a proposed lease, negotiated between the City Land Use Attorney and the Fire District's Attorney for consideration by the City Council. If the City Council finds this proposal acceptable, it may direct staff and the City Clerk to advertise an ordinance adopting the Lease for first reading in June.

If the City Council does not find this proposal acceptable, it may direct staff and the City Land Use Attorney to further negotiate the lease terms or to decline to enter into the lease at all.

II. DISCUSSION: Section 3.12(b)(6) of the City Charter requires that lease of any City property must be accomplished by Ordinance.

Staff and the City Land Use Attorney is submitting the attached lease proposal to the City Council for discussion and review. The current proposal includes \$1 in annual rent be paid by the Fire District to the City for an initial 20 year term.

Additionally, Tenant (Fire District) and Landlord (City) may mutually agree to extend this Lease for Three (3) additional Twenty (20) year terms. Any request by Tenant to extend the Initial Lease Term is subject to approval by the City Council of the City of Destin, in its sole discretion. At that time, the City Council would have the option to increase the rent or negotiate other changes to the lease.

If the proposal is acceptable, an Ordinance will be brought back to the City Council for formal approval. If the proposal is unacceptable, the Council may direct Staff and the City Land Use Attorney to further negotiate the proposal or decline to enter into the lease at all.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to:

1. Direct the City Land Use Attorney to prepare an ordinance adopting the current lease proposal with the fire district and direct the City Clerk to advertise such ordinance for the first City Council meeting in June.

or

2. Direct staff and the City Land Use Attorney to further negotiate the Lease terms (include any further direction as to terms here).

or

3. Direct staff and the City Land Use Attorney to decline to enter into a lease with the fire district on the property.

Attachments:

1. Proposed FD Lease for May Agenda
2. Exhibit to FD Lease May 2020
3. Exhibit D to FD LEASE

GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT ("Lease"), made this ____ day of May, 2020, between City of Destin, an incorporated municipality of the State of Florida (hereinafter "Landlord"), with a physical address at 4200 Indian Bayou Trail, Destin, Florida 32541, and Destin Fire Control District, an independent special district (hereinafter "Tenant") with a physical address at 848 Airport Road, Destin, Florida 32541. Landlord and Tenant may collectively be referred to as the "Parties" or individually as "Party".

WITNESSETH:

WHEREAS Landlord is the owner of certain real property ("Property") located in Okaloosa County, State of Florida, which Property is more particularly described in **Exhibit "A"** attached hereto and made a part hereof; and

WHEREAS Tenant desires to lease a portion of said Property containing approximately _____ square feet and more particularly described in **Exhibit "B"** and made a part hereof (the "Lease Premises"), to use the Land to provide Fire and Rescue services to the citizens of Destin, Florida, both on land and on water; and

WHEREAS, Landlord has agreed to lease the Premises to Tenant upon the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the receipt whereof is hereby acknowledged, the Parties hereto agree as follow:

1. Lease Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord in accordance with the provisions of this Lease, the "Lease Premises, in its "as is" condition, as of the Effective Date. The Lease Premises include the exclusive use of all area located in the Lease Premises as set forth in the Survey (defined below). Landlord hereby grants Tenant non-exclusive use to the remainder of the Property outside the Lease Premises.

2. Commencement Date. This Lease shall be deemed to have commenced on _____, 2020 ("Commencement Date").

3. Right to Survey. Landlord hereby grants to Tenant the right to survey said Leased Premises, and the legal description on said survey shall then become **Exhibit "C"**, which shall be made a part hereof, and shall control in the event of discrepancies between it and Exhibit "B". Landlord grants Tenant the right to take measurements, make calculations, or to note other structures, setbacks, uses, or other information as deemed by Tenant to be relevant and pertinent, as such information relates to Landlord's real property, leased or otherwise abutting or surrounding the Leased Premises. Cost for such work shall be borne by Tenant.

4. Initial Term and Rent. This Lease shall be for an initial term of twenty (20) years (the "Initial Term"), beginning on the Commencement Date, at an annual rental of One Dollar and 00/100 Dollars (\$ 1.00).

5. Extension Term, Rent and Payment.

- a. Extension Term. Tenant and Landlord may mutually agree to extend this Lease for Three (3) additional Twenty (20) year terms (each an "Extension Term"). Any request by Tenant to extend the Initial Lease Term shall be subject to approval by the City Council of the City of Destin, in its sole discretion.
- b. Rent. The annual rent during each subsequent Extension Term shall be in accordance with the following schedule, except as may otherwise be agreed by the parties by duly executed mutual written agreement:

- i. First (1st) Extension Term (\$1.00) annually
- ii. Second (2nd) Extension Term (\$1.00) annually
- iii. Third (3rd) Extension Term (\$1.00) annually

c. Payment. Tenant shall pay rent at the rates set forth above beginning on the Commencement Date and on each anniversary thereof during the Initial Term and any subsequent Extension Term(s). Tenant shall make such payment to the address set forth in the Paragraph entitled Notices below, or to such other address as Landlord shall, from time to time, designate by written notice.

6. Holdover. If at the end of the Third (3rd) Extension Term this Lease has not been terminated by either party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Lease shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Monthly rental for this period shall be equal to the rent paid for the last month of the Third (3rd) Extension Term.

7. Tenant's Facilities. Tenant shall use the Leased Premises for the purpose of constructing, maintaining and operating a Fire and Rescue station and uses incidental thereto, including a building or buildings to perform Tenant's duties as set forth in the Destin Fire Control District Charter, Chapter 2000-417, House Bill No. 1487, and attached hereto and incorporated herein as Exhibit "D" ("Tenant's Facilities"). All improvements shall be at Tenant's expense and Landlord grants Tenant the right to use adjoining and adjacent land as is reasonably required during construction, installation, maintenance, and operation of Tenant's Facilities, including, without limitation, the right to develop slope easements and control drainage away from the Leased Premises. Tenant will maintain the Leased Premises in good condition, subject to reasonable wear and tear only. It is understood and agreed that Tenant's ability to use the Leased Premises is contingent upon its obtaining after the Commencement Date of this Lease, all of the certificates, permits and other approvals that may be required by any federal, state or local authorities. Landlord shall reasonably cooperate with Tenant in its effort to obtain such approvals and shall take no action which would unreasonably adversely affect the status of the Leased Premises with respect to the proposed use thereof by Tenant. Landlord agrees to sign such papers as required to file applications with the appropriate zoning authority and/or commission for the proper zoning of the Leased Premises as required for the use intended by Tenant. Tenant will perform all other acts and bear expenses associated with its intended use of the Leased Premises including but not limited to rezoning. Landlord agrees not to register any written or verbal opposition to the rezoning procedures. In the event that any of such applications should be finally rejected or any certificate, permit, license or approval issued to Tenant is canceled, expires, lapses, or is otherwise withdrawn or terminated by any governmental authority or soil boring or similar tests are found to be unsatisfactory so that Tenant, in its reasonable discretion, will be unable to use the Leased Premises for its intended purposes, Tenant shall have the right to terminate this Lease. Notice of Tenant's exercise of its right to terminate shall be given to Landlord in writing in accordance with the Paragraph below entitled Notices. All rentals paid to said termination date shall be retained by Landlord. Upon such termination, this Lease shall become null and void and, except as specifically excepted herein, all the parties shall have no further obligations, including the payment of money, to each other.

8. Liability and Indemnity. Each party shall indemnify the other party against any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by any third party who may at any time be using or occupying or visiting the Leased Premises or be in, on, or about the same, to the extent such loss, injury, death, or damage is caused by any wrongful act or omission, negligence or breach of the indemnifying party, its agents, employees and contractors. This Paragraph shall survive the expiration, assignment or termination of this Lease.

9. Insurance. Landlord agrees that Tenant may self-insure against any loss or damage which could be covered by a commercial general liability insurance policy.

10. Default and Right To Cure.

- a. Tenant. The following will be deemed a default by Tenant and a breach of this Lease: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Lease within thirty (30) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default to the satisfaction of the City Council of the City of Destin, in its sole discretion, which said discretion will be reasonable, within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.
- b. Landlord. The following will be deemed a default by Landlord and a breach of this Lease. Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Lease within thirty (30) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

11. Termination by Landlord and Tenant for Convenience. Landlord and Tenant may terminate this Lease, for any cause whatsoever, by joint written agreement, ninety (90) days' advance written notice. Upon such termination, this Lease shall become null and void and all the parties shall have no further obligations, including the payment of money, to each other.

12. Removal of Tenant's Facilities. Upon cancellation, revocation, termination or expiration of this Lease, Tenant shall have ninety (90) days within which to vacate the Leased Premises and, at its sole discretion, remove all its improvements, equipment, personal property and Facilities situated thereon. In the event Tenant shall not remove its improvements within the ninety (90) day time period as set forth herein, all such improvements shall become the property of Landlord. There shall be no obligation of Tenant to restore the Leased Premises upon any such removal, except to that extent to render the Leased Premises in as good condition and repair as when first received, reasonable wear and tear accepted. Tenant shall not be liable to Landlord for any damages relating to such removal except as otherwise provided for herein. Landlord agrees to allow Tenant to leave any building foundation below ground and shall not be responsible for its removal. If such time for removal causes Tenant to remain on the Leased Premises after termination of this Lease, Tenant shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of personal property and fixtures is completed.

13. Force Majeure. Neither party shall be deemed to be in default of any provision of this Lease or liable for failures in performance resulting from acts or events beyond the reasonable control of such party. Such acts shall include but not be limited to acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other 'force majeure' events beyond a party's reasonable control; provided, however, that this provision shall not relieve either party of the obligation to make rental payments or refunds, or other payments when due and shall not preclude Tenant from terminating this Lease as permitted hereunder, regardless of any 'force majeure' event occurring to Landlord.

14. Sale of Property. Should Landlord, at any time during the term of this Lease, offer to sell all or any part of its real property which is any part of the Leased Premises to a purchaser other than Tenant, such sale shall be

under and subject to this Lease and Tenant's rights hereunder. Landlord agrees not to sell, lease or use any other areas of the larger parcel upon which the Leased Premises is situated for placement of other facilities if, in Tenant's sole judgment, such installation would interfere with the facilities in use by Tenant. In the event that Landlord shall receive a bona fide offer from a third party for the purchase of any portion of the Leased Premises which Landlord proposes to accept, Landlord shall provide to Tenant within ten (10) days thereof, written notice to Tenant specifying the terms of such offer. Tenant shall then have a period of thirty (30) days during which Tenant may elect to purchase the Leased Premises or the portion thereof subject to such offer upon the terms set forth in such offer. This right of first refusal shall apply to any offer for the purchase of any portion of the Leased Premises at any time during the term of this Lease (including any extensions hereof).

15. Covenant of Quiet Enjoyment. Landlord covenants that so long as Tenant shall pay rent as provided herein and shall keep, observe and perform all of the other covenants and terms of this Lease to be kept, observed and performed by Tenant, then Tenant shall, and may peaceably and quietly have, hold and enjoy the Leased Premises, for the Term hereof without unreasonable hindrance, claim or molestation by Landlord or any other person lawfully claiming by, through or under Landlord.

16. Title. Landlord is seized of good and sufficient title and interest to the full authority to enter into and execute this Lease. Landlord covenants that there are no other leases, easements, encumbrances, liens, judgments or other impediments of title on the Leased Premises.

17. Assignment and Sublease Prohibited. This Lease may not be assigned or subleased without the express written and signed consent of the City Council of the City of Destin.

18. Notices. All notices required or permitted under this Lease shall be in writing and shall be deemed duly given (i) upon actual delivery if delivery is by hand (against receipt); (ii) on the third day following the date on which each such notice is deposited, postage prepaid, in the United States mail, certified, return receipt requested, (iii) or on the next business day after being sent by a nationally recognized overnight courier service which provides proof of receipt. All notices shall be directed to the address(es) indicated below, or to any other address(es) as the parties may designate by notice delivered pursuant to this provision.

Landlord:	Lance A. Johnson City Manager City of Destin 4200 Indian Bayou Trail Destin, Florida 32541
Copy To:	City Land Use Attorney Romano Kopp Law, P.A. Attn: Kimberly Romano Kopp P.O. Box 445 Destin, FL 32541
Tenant:	Chief Kevin Sasser Fire Chief Destin Fire Control District 848 Airport Road Destin, Florida 32541
Copy To:	Matthews & Jones, LLP Attn: Dana C. Matthews II 4475 Legendary Drive Destin, Florida 32541

19. Binding Agreement. This Lease shall extend to and bind the heirs, personal representatives, permitted successors and assigns of the parties hereto.

20. Subordination. At Landlord's option, this Lease shall be subordinate to any mortgage by Landlord which from time to time may encumber all or part of the Leased Premises or right of way; provided, however, that every such mortgagee shall recognize the validity of this Lease in the event of a foreclosure of Landlord's interest and also Tenant's right to remain in occupancy of and have access to the Leased Premises as long as Tenant is not in default of this Lease. Tenant shall execute in a timely manner such instruments as may reasonably be required to evidence this subordination and non-disturbance clause. In the event the Leased Premises is encumbered by a mortgage, Landlord, no later than ten (10) days after this Lease is executed, shall have obtained and furnished to Tenant, a non-disturbance instrument for each such mortgage.

21. Condemnation. If the whole of the Leased Premises or such portion thereof as will, in Tenant's sole judgment, make the Leased Premises unusable for the purposes herein leased, or is condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by such public authorities, and rental shall be accounted for as between Landlord and Tenant as of that date. Any lesser condemnation shall in no way affect the respective rights and obligations of Landlord and Tenant hereunder. Nothing in this provision shall be construed to limit or affect Tenant's right to an award of compensation of any eminent domain proceeding for the taking of Tenant's leasehold interest hereunder, except that to the extent any condemnation occurs by Landlord for any public use or purpose, Tenant waives any right to an award of compensation.

22. Compliance by Tenant. Tenant shall comply with all local, city, county, state and federal laws, rules, ordinances, statutes and regulations (including, but not limited to, FCC requirements applicable to Tenant's Facilities) now in effect or hereafter enacted as the same may apply to the use of the Leased Premises by Tenant, and shall obtain, at Tenant's sole cost and expense, any licenses, permits and other approvals required for Tenant's use of the Leased Premises. Tenant shall have ninety (90) days from the Commencement Date of this Lease to apply for and receive any and all necessary and applicable permits for the installation and construction of Tenant's Facilities and to facilitate Tenant's use of the Leased Premises. In the event Tenant has not received its permits as outlined above on or before the ninetieth (90th) day after the Commencement Date of this Lease, then either party may terminate this Lease by written notice to the other. Upon said termination, Landlord shall have no further obligation or responsibilities to Tenant under this Lease, and Tenant shall have no further obligation to pay the monthly rental after the date of said termination except as specified in the Paragraph herein entitled "Removal of Tenant's Facilities". Landlord shall retain any and all monthly rental amounts paid by Tenant through said date of termination.

23. Interference.

- a. Landlord agrees not to sell, lease or use any other areas of the larger parcel upon which the Leased Premises is situated for placement of other communications facilities if, in Tenant's sole judgment, such installation would interfere with the facilities in use by Tenant. This subparagraph is void to the extent that Landlord is required by law to sell, lease or use any portion of the parcel for placement of communications facilities.
- b. In the event that Landlord enters into lease or license agreements in the future with others for the larger parcel upon which the Leased Premises is situated for the placement of other facilities, then Landlord agrees such leases or license agreements shall include the following provisions, to the extent such provisions are permitted by law:
 - i. That such lessees or licensees will not install equipment or facilities that will cause interference to Tenant's operations being conducted from the Leased Premises;

- ii. That if such lessee or licensee causes interference with Tenant's Facilities, then such lessee or licensee shall take all steps necessary to correct and eliminate the interference;
- iii. That if such interference is not eliminated within forty-eight (48) hours after such lessee's or licensee's receipt of notice of the existence of interference, then such lessee or licensee shall shut down such lessee's or licensee's equipment until such interference is corrected and eliminated; and
- iv. That if such interference is not completely corrected and eliminated within thirty (30) days after such lessee's or licensee's receipt of such notice, then such lessee or licensee shall remove such lessee's or licensee's equipment from the larger parcel upon which the Leased Premises is situated.

24. Utilities. Tenant shall be responsible for, shall cause to be separately metered, and shall promptly pay in full for all utilities (including, but not limited to, electricity) consumed by Tenant at the Leased Premises.

25. Environmental Indemnity.

- a. Tenant shall hold Landlord harmless from and indemnify Landlord against and from any damage, loss, expenses or liability resulting from any violation by Tenant or its agents, invitees or contractors of any federal state or local environmental statute or other law, or from the presence in, on, under or upon the Leased Premises, of any hazardous material (which shall mean any hazardous waste, hazardous substance or material defined, regulated, controlled, limited, or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et. seq.*). Tenant's obligations under this Section 25 shall survive termination of this Agreement.
- b. Landlord shall hold Tenant harmless from and indemnify Tenant against and from any damage, loss, expenses or liability resulting from any violation by Landlord or its agents, invitees or contractors of any federal state or local environmental statute or other law, or from the presence in, on, under or upon the Leased Premises, of any hazardous material (which shall mean any hazardous waste, hazardous substance or material defined, regulated, controlled, limited, or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et. seq.*). Landlord's obligations under Section 25 shall survive the termination or expiration of this Lease.

26. Tenant's Rights. Landlord grants that Tenant has the following rights, with any associated costs to be borne by Tenant:

- a. Twenty-four (24) hour, seven (7) day a week right of ingress and egress to said Lease Premises and the Property for the purposes of maintenance, inspection, and installation to insure the proper installation and operation of Tenant's facilities. Such inspection, maintenance and installation shall be Tenant's sole responsibility and all such costs shall be borne by Tenant.
- b. The right to clear all trees, undergrowth, or other obstructions and to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees and limbs which may interfere with or fall upon Tenant's Facilities.

27. Partial Invalidity. If any provision of this Lease is found to be invalid, illegal or unenforceable in any respect in a final ruling or judgment of a court of competent jurisdiction from which no appeal can be taken then, notwithstanding such finding, this Lease shall remain in full force and effect and there shall be substituted for such invalid, illegal or enforceable provision a like but equal provision which most nearly effects the intention of the parties. If a like but valid, legal and enforceable provision cannot be substituted, the invalid, illegal or unenforceable provision

shall be deemed to be deleted and the remaining provisions shall continue in full force and effect, provided that the performance, rights and obligations of the parties under this Lease are not materially, adversely affected by such deletion.

28. Non-Waiver. Failure of either party to exercise any power or rights provided for herein shall not constitute a waiver of said party's right to demand exact compliance with the terms and conditions of this Lease.

29. Authority. The persons signing this Lease on behalf of each Party hereto represent and warrant that they have full power, authority and legal right to execute, deliver and perform its obligations under this Lease; that this Lease and the obligations hereunder are legal, valid and binding obligations of each Party, enforceable in accordance with their terms; that there are no claims or defenses, persons or otherwise, or offsets whatsoever to the enforceability or validity of this Lease; and that the person signing this Lease has full power, authority and legal right to do so and to bind and cause the Party to perform its obligations hereunder, without the joinder or consent of any other person.

30. Captions Not Controlling. Paragraph, captions or section headings used in this Lease are for convenience of reference only and do not affect any provision of this Lease.

31. Incorporation of Exhibits. The Exhibits referenced in and attached to this Lease shall be deemed an integral part hereof to the same extent as if written at length herein.

32. Survival. All representations, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the expiration or termination of this Lease or, by their nature, are to be performed or observed, in whole or in part, after the expiration or termination of this Lease, shall survive the expiration or termination of this Lease.

33. Governing Law. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida.

34. Venue. The parties to this Lease agree that this Lease was entered into in Okaloosa County, Florida, and if any litigation should arise as a result of either party's breach of the terms and conditions of this Lease, or any exhibits attached hereto and any collateral documents referenced herein, then venue shall lie solely in the Circuit Court, in and for Okaloosa County, Florida. The parties affirm the Okaloosa County Circuit Court has sole in personam and subject matter jurisdiction over all disputes.

35. Attorney's Fees and Costs. In the event of a legal action or other proceeding arising under this Lease or a dispute regarding any alleged breach, default, claim, or misrepresentation arising out of this Lease, whether or not a lawsuit or other proceeding is filed, each party shall be responsible for its own attorneys' fees and costs, whether incurred before suit, during suit, or at the appellate level.

36. Entire Agreement. It is agreed and understood that this Lease contains all agreements, promises and understandings between Landlord and Tenant and that no verbal or oral agreements, promises or understandings shall be binding upon either Landlord or Tenant in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Lease shall be void and ineffective unless made in writing signed by the parties.

(NO FURTHER TEXT; SIGNATURES BEGIN ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

LANDLORD: CITY OF DESTIN

Witness

(Signature)

Witness

(Name typed or printed)

(Title)

STATE OF FLORIDA
COUNTY OF OKALOOSA

I, _____, a notary public in and for said county in said state, hereby certify that _____, whose name as _____ of the City of Destin (the "Landlord") is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that, being informed of the contents of such instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 2020.

Notary Public

[Notarial Seal]

My Commission Expires: _____

TENANT: DESTIN FIRE CONTROL DISTRICT

Witness

(Signature)

Witness

(Name typed or printed)

(Title)

STATE OF FLORIDA
COUNTY OF OKALOOSA

I, _____ a notary public in and for said county in said state, hereby certify that _____, whose name as _____ of Destin Fire Control District (the "Tenant"), is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this _____ day of _____, 2020.

Notary Public

[Notarial Seal]

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY (ENTIRE LARGER PARCEL)

Lot No. 14-B of the Moreno Point Military Reservation according to plat thereof on file in the Office of the Clerk of Circuit Court of Okaloosa County, Florida.

Also known as Clement E. Taylor Park.

EXHIBIT "B"

LEASE PREMISES DESCRIPTION

EXHIBIT "C"

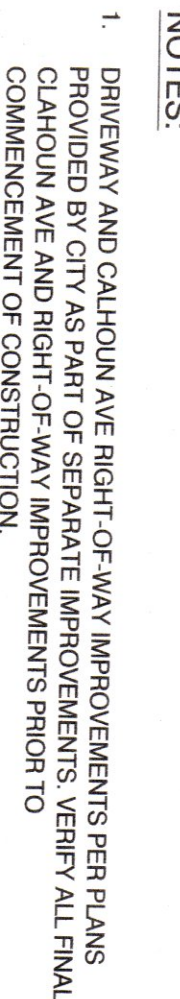
SURVEY

EXHIBIT "D"

DESTIN FIRE CONTROL DISTRICT CHARTGER

CHAPTER 2000-417

House Bill No. 1487



EFFECT NUMBER 3 OF 5		DRAWING NUMBER MPT/LAW		DATE 02/16/18		TIME 17:70		BY JAMIE S. EBELMAN, P.E. FL REGISTRATION NO. 71468		DESCRIPTION CLEMMENT TAYLOR PARK CITY OF DESTIN, FLORIDA SITE PLAN NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE		JENKINS ENGINEERING, INC. 1234 AIRPORT ROAD, SUITE 126 DESTIN, FLORIDA 32541 PHONE 850.837.2448 FAX 850.837.2450 121 HART STREET NICEVILLE, FLORIDA 32578 PHONE 850.679.5141 FAX 850.729.2460 JE/CIVIL.COM C.O.A. NO. 9927 - L.B. NO. 8081		 	
-------------------------	--	---------------------------	--	------------------	--	---------------	--	---	--	---	--	--	--	---	--

House Bill No. 1487

An act relating to the Okaloosa County Destin Fire Control District; repealing chapter 82-335, Laws of Florida, as amended; providing for the creation and boundaries of the Destin Fire Control District; providing intent; providing definitions; providing for liberal construction; providing for the election of district board of commissioners; providing for terms of office; providing for officers and meetings of such boards; providing for commissioners' compensation and expenses; requiring a bond; providing general and special powers of districts; exempting district assets and property from taxation; providing requirements and procedures for the levy of ad valorem taxes, non-ad valorem taxes, assessments, user charges, and impact fees; providing for referenda; providing for enforcement; providing for requirements and procedures for issuance of bonds; providing for referenda; providing for creation, expansion, and merger of the district boundaries; providing for use of funds; providing for severability; providing for application; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Chapter 82-335, Laws of Florida, as amended, is codified, reenacted, amended, and repealed as herein provided.

Section 2. The charter of the Destin Fire Control District is re-created and reenacted to read:

Section 1. Creation; boundaries.—

(1) Upon this act becoming a law, all of the following lands in Okaloosa County shall be incorporated as an independent special fire control district, which shall be a public municipal corporation for the public benefit, with perpetual existence, to be known as the Destin Fire Control District, in which case it may sue and be sued, lease, own, possess, and convey real and personal property, by purchase, gift, or otherwise, in order to carry out the purposes of this act. The lands so incorporated shall include the following:

All lands bounded on the West by East Pass, on the North by Choctawhatchee Bay, on the East by Walton County, on the South by the Gulf of Mexico.

(2) Should any part of the territory covered in this act be held not to be included herein, then this act shall continue in effect as to the balance of the territory.

(3) Notwithstanding the incorporation of the City of Destin on November 9, 1984, the municipal limits of which are lying and being provided fire protection to and exercise its powers under this act within the city and all future annexation thereof until further act of the Legislature. The provisions of section 218.23, Florida Statutes, notwithstanding, the tax levied by the district shall be included in the calculation of the minimum amount of

revenue required to be raised in order for the City of Destin to qualify for revenue sharing funds, the year 1984 shall be deemed to be the base year for determination of the 3 mill revenue equivalent for the City of Destin, and if the City of Destin is otherwise entitled to participate in revenue sharing pursuant to section 218.23(1)(b) through (d), Florida Statutes, it shall receive its proportionate share of revenue sharing funds commencing with the fiscal year 1985-1986.

Section 2. Intent.—The purposes of this act are to:

(1) Comply with section 191.015, Florida Statutes, 1997, which calls for the codification of charters of all independent special fire control districts as defined in section 189.403, Florida Statutes, which were created by special law of local application or general law of local application.

(2) Provide standards, direction, and procedures concerning the operation and governance of the special fire control district known as the Destin Fire Control District.

(3) Provide greater uniformity between the Destin Fire Control District and other independent special fire control districts.

(4) Provide greater uniformity in the financing authority of the Destin Fire Control District without hampering the efficiency and effectiveness of current authorized and implemented methods and procedures and raising revenues.

(5) Improve communication and coordination between the Destin Fire Control District and other local governments with respect to short-range and long-range planning to meet the demands for service delivery while maintaining fiscal responsibility.

(6) Provide uniform procedures for electing members of the governing board of the Destin Fire Control District to ensure greater accountability to the public.

Section 3. Definitions.—

(1) “Board” means the governing board of the Destin Fire Control District.

(2) “District” means the Destin Fire Control District, an independent special fire control district as defined under section 189.403, Florida Statutes.

(3) “Elector” means a person who is a resident of the Destin Fire Control District and is qualified to vote in a general election within Okaloosa County.

(4) “Emergency medical service” means basic and advanced life support service as defined in section 401.23, Florida Statutes.

(5) “Rescue response service” means an initial response to an emergency or accident situation, including, but not limited to, a plane crash, a trench

or building collapse, a swimming or boating accident, or a motor vehicle accident.

Section 4. The provisions of this act shall be liberally construed in order to effectively carry out the purpose of this act in the interest of the public safety.

Section 5. District board of commissioners; membership, terms of office, officers, meetings.—

(1) The business and affairs of the district shall be conducted and administered by a board of five commissioners, who shall reside in the district. The board shall be elected in nonpartisan elections by the electors of the district. Except as provided in this act, such elections shall be held at a time and in a manner prescribed by law for holding general elections in accordance with section 189.405(2)(a) and (3), Florida Statutes, and each member shall be elected for a term of 4 years and serve until the member's successor assumes office. Candidates for the board of the district shall qualify with the Okaloosa County Supervisor of Elections. All candidates may qualify by paying a filing fee of at least \$25 or by obtaining the signatures of at least 25 registered electors of the district on petition forms provided by the supervisor of elections, which petitions shall be submitted and checked in the same manner as petitions filed by nonpartisan judicial candidates pursuant to section 105.035, Florida Statutes.

(2) The members of the board shall be elected by the electors of the district in the manner provided in this section. The office of each member of the board is designated as being a seat on the board, distinguished from each of the other seats by a numeral: 1, 2, 3, 4, or 5. The numerical seat designation does not designate a geographical subdistrict. Each candidate for a seat on the board shall designate, at the time the candidate qualifies, the seat on the board for which the candidate is qualifying. The name of each candidate who qualifies for election to a seat on the board shall be included on the ballot in a way that clearly indicates the seat for which the candidate is a candidate. The candidate for each seat who receives the most votes cast for a candidate for the seat shall be elected to the board.

(3) Each member of the board must be a qualified elector at the time he or she qualifies and continually throughout his or her term.

(4) Each elected member of the board shall assume office 10 days following the member's election. Annually, within 60 days after the newly elected members have taken office, the board shall organize by electing from its members a chair, a vice chair, a secretary, and a treasurer. The positions of secretary and treasurer may be held by one member. Funds of the district may be disbursed only upon the order or pursuant to resolution of the board. However, a petty cash account may be authorized by the board. The board may give the treasurer additional powers and duties that it deems appropriate.

(5) Members of the board may each be paid a salary or honorarium to be determined by at least a majority plus one vote of the board, which salary or honorarium may not exceed \$500 per month for each member. Special

notice of any meeting at which the board will consider a salary change for a board member shall be published at least once, at least 14 days prior to the meeting, in a newspaper of general circulation in Okaloosa County. Separate compensation for the board member serving as treasurer may be authorized by like vote so long as total compensation for the board member does not exceed \$500 per month. Members may be reimbursed for travel and per diem expenses as provided in section 112.061, Florida Statutes.

(6) If a vacancy occurs on the board due to the resignation, death, or removal of a board member or the failure of anyone to qualify for a board seat, the remaining members may appoint a qualified person to fill the seat until the next general election, at which time an election shall be held to fill the vacancy for the remaining term, if any. The board shall remove any member who has three consecutive unexcused absences from regularly scheduled meetings. The board shall adopt policies by resolution defining excused and unexcused absences.

(7) Each member shall, upon assuming office, take and subscribe to the oath of office prescribed by s. 5(b), Art. II of the State Constitution and section 876.05, Florida Statutes. Each member, within 30 days after assuming office, must give the Governor a good and sufficient surety bond in the sum of \$5,000, the cost thereof being borne by the district, conditioned on the member's faithful performance of his or her duties of office.

(8) The board shall keep a permanent record book entitled "Record of Proceedings of the Destin Fire Control District," in which the minutes of all meetings, resolutions, proceedings, certificates, bonds given by commissioners, and corporate acts shall be recorded. The record book shall be open to inspection in the same manner as state, county, and municipal records are open under chapter 119, Florida Statutes, and s. 24, Art. I of the State Constitution. The record book shall be kept at the office or other regular place of business maintained by the board for the Destin Fire Control District.

(9) All meetings of the board shall be open to the public consistent with chapter 286, Florida Statutes, section 189.417, Florida Statutes, and other applicable general laws.

(10) The officers of the board of commissioners shall have the duties usually pertaining to like officers. A record shall be kept of all meetings of the board in a manner consistent with this section and in such meeting concurrence of a majority of the commissioners shall be necessary to any affirmative action by the board unless a greater affirmative vote of the board is required for any specific act as otherwise specified in this act.

(11) The books and records of the district shall be audited as outlined in section 11.45(3)(a), Florida Statutes.

(12) No suit, action, or proceeding shall be instituted or maintained in a court against the district or the commissioners, or any commissioner, unless the person making such claim shall have within 30 days after the accrual of such claim given to the commissioners, or one of them, a notice in writing setting forth its nature, amount, and the place and manner in which it is

accrued together with the names and addresses of all witnesses, with sufficient detail to enable the commissioners to fully investigate. No suit, action, or proceedings shall be instituted within 3 months after such notice shall have been given.

Section 6. General powers.—The district shall have, and the board may exercise by majority vote, the following powers:

(1) To sue and be sued in the name of the district, to adopt and use a seal and authorize the use of a facsimile thereof, and to make and execute contracts and other instruments necessary or convenient to the exercise of its powers.

(2) To provide for a pension or retirement plan for its employees. Notwithstanding the prohibition against extra compensation as provided in section 215.425, Florida Statutes, the board may provide for an extra compensation program, including a lump-sum bonus payment program, to reward outstanding employees whose performance exceeds standards, if the program provides that a bonus payment may not be included in an employee's regular base rate of pay and may not be carried forward in subsequent years.

(3) To contract for the services of consultants to perform planning, engineering, legal, or other professional services.

(4) To borrow money and accept gifts, to apply for and use grants or loans of money or other property from the United States, the state, a unit of local government, or any person for any district purposes and enter into agreements required in connection therewith, and to hold, use, sell, and dispose of such moneys or property for any district purpose in accordance with the terms of the gift, grant, loan, or agreement relating thereto.

(5) To adopt resolutions and procedures prescribing the powers, duties, and functions of the officers of the district, the conduct of the business of the district, the maintenance of records, and the form of other documents and records of the district. The board may also adopt ordinances and resolutions that are necessary to conduct district business, if such ordinances do not conflict with any ordinances of a local general purpose government within whose jurisdiction the district is located. Any resolution or ordinance adopted by the board and approved by referendum vote of district electors may only be repealed by referendum vote of district electors. All rules and regulations must conform to chapter 120, Florida Statutes.

(6) To maintain an office at places it designates within a county or municipality in which the district is located and appoint an agent of record.

(7) To acquire by purchase, lease, gift, dedication, devise, or otherwise, real and personal property or any estate therein for any purpose authorized by this act and to trade, sell, or otherwise dispose of surplus real or personal property. The board may purchase equipment by an installment sales contract if funds are available to pay the current year's installments on the equipment and to pay the amounts due that year on all other installments and indebtedness.

(8) To hold, control, and acquire by donation or purchase any public easement, dedication to public use, platted reservation for public purposes, or reservation for those purposes authorized by this act and to use such easement, dedication, or reservation for any purpose authorized by this act consistent with applicable adopted local government comprehensive plans and land development regulations.

(9) To lease as lessor or lessee to or from any person, firm, corporation, association, or body, public or private, any facility or property of any nature for the use of the district when necessary to carry out the district's duties and authority under this act.

(10) To borrow money and issue bonds, revenue anticipation notes, or certificates payable from and secured by a pledge of funds, revenues, taxes and assessments, warrants, notes, or other evidence of indebtedness, and mortgage real and personal property when necessary to carry out the district's duties and authority under this act.

(11) To charge user and impact fees authorized by resolution of the board, in amounts necessary to conduct district activities and services, and to enforce their receipt and collection in the manner prescribed by resolution and authorized by law. However, the imposition of impact fees may only be authorized as provided by section 9(4) of this charter.

(12) To exercise the right and power to eminent domain, pursuant to chapter 73, Florida Statutes, or chapter 74, Florida Statutes, over any property within the district, except municipal, county, state, special district, or federal property used for a public purpose, for the uses and purposes of the district relating solely to the establishment and maintenance of fire stations and fire substations, specifically including the power to take easements that serve such facilities consistent with applicable adopted local government comprehensive plans and land development regulations.

(13) To cooperate or contract with other persons or entities, including other governmental agencies, as necessary, convenient, incidental, or proper in connection with providing effective mutual aid and furthering any power, duty, or purpose authorized by this act.

(14) To assess and impose upon real property in the district ad valorem taxes and non-ad valorem assessments as authorized by this act.

(15) To impose and foreclose non-ad valorem assessment liens as provided by this act or to impose, collect, and enforce non-ad valorem assessments pursuant to chapter 197, Florida Statutes.

(16) To select as a depository for its funds any qualified public depository as defined in section 280.02, Florida Statutes, which meets all the requirements of chapter 280, Florida Statutes, and has been designated by the State Treasurer as a qualified public depository, upon such terms and conditions as to the payment of interest upon the funds deposited as the board deems just and reasonable.

(17) To provide adequate insurance on all real and personal property, equipment, employees, volunteer firefighters, and other personnel.

(18) To organize, participate in, and contribute monetarily to organizations or associations relating to the delivery of or improvement of fire control, prevention, emergency rescue services, or district administration.

(19) No contract shall be made or entered into by or on behalf of the district for a period in excess of 20 years.

Section 7. Exemption from taxation.—Since the exercise of the powers conferred by this act constitutes action by a political subdivision performing essential public functions and since the property of the district constitutes public property used for public purposes, all assets and properties of the district, including property acquired through the foreclosure of any tax or assessment lien, are exempt from all taxes imposed by the state or any political subdivision, agency, or instrumentality of the state.

Section 8. Special powers.—The district shall provide for fire suppression and prevention by establishing and maintaining fire stations and fire substations and acquiring and maintaining such firefighting and fire protection equipment deemed necessary to prevent or fight fires. All construction shall be in compliance with applicable state, regional, and local regulations, including adopted comprehensive plans and land development regulations. The board shall have and may exercise any or all of the following special powers relating to facilities and duties authorized by this act:

(1) Establish and maintain emergency medical and rescue response services and acquire and maintain rescue, medical, and other emergency equipment pursuant to the provisions of chapter 401, Florida Statutes, and any certificate of public convenience and necessity or its equivalent issued thereunder.

(2) Employ, train, and equip such personnel and train, coordinate, and equip such firefighters, including volunteers, as are necessary to accomplish the duties of the district. The board may employ and fix the compensation of a fire chief or chief administrator. The board shall prescribe the duties of such person, which shall include supervision and management of the operations of the district and its employees and maintenance and operation of its facilities and equipment. The fire chief or chief administrator may employ or terminate the employment of such other persons, including, without limitation, professional, supervisory, administrative, maintenance, and clerical employees, as are necessary and authorized by the board. The compensation and other conditions of employment of the officers and employees of the district shall be provided by the board.

(3) Conduct public education to promote awareness of methods to prevent fires and reduce the loss of life and property from fires or other public safety concerns.

(4) Adopt and enforce fire safety standards and codes and enforce the rules of the State Fire Marshal consistent with the exercise of the duties authorized by chapter 553, Florida Statutes, or chapter 633, Florida Statutes, with respect to fire suppression, prevention, and fire safety code enforcement.

(5) Conduct arson investigations and cause-and-origin investigations.

(6) Adopt hazardous material safety plans and emergency response plans in coordination with the county emergency management agency as provided in chapter 252, Florida Statutes.

(7) Contract with general purpose local government for emergency management planning and services.

Section 9. Taxes; non-ad valorem assessments; impact fees and user charges.—

(1) Ad valorem taxes.—The board of commissioners may levy and assess ad valorem taxes on all taxable property in the district to construct, operate, and maintain district facilities and services, to pay the principal of and interest on general obligation bonds of the district, and to provide for any sinking or other funds established in connection with such bonds. An ad valorem tax levied by the board for operating purposes, exclusive of debt service on bonds, may not exceed 1 mill on the dollar of assessed value as approved by referendum of the electors of the district when it was recreated on October 5, 1982, under the authority of chapter 82-335, Laws of Florida. The levy of ad valorem taxes pursuant to this section must be approved by referendum called by the board when the proposed levy of ad valorem taxes exceeds the amount as authorized in the referendum under the prior special act as referenced above. Nothing in this act shall require a referendum on the levy of ad valorem taxes in an amount previously authorized by special act, general law of local application, or county ordinance approved by referendum. Such tax shall be assessed, levied, and collected in the same manner as county taxes. The levy of ad valorem taxes approved by referendum shall be reported within 60 days after the vote to the Department of Community Affairs. The millage rate shall be fixed by annual resolution of the board of commissioners of the fire control district.

(2) Non-ad valorem assessments.—The district may levy non-ad valorem assessments as defined in section 197.3632, Florida Statutes, to construct, operate, and maintain district facilities and services. The rate of such assessments must be fixed by resolution of the board pursuant to the procedures contained in section 10. Non-ad valorem assessment rates set by the board may exceed the maximum rates established by special act, county ordinances, the previous year's resolution, or referendum in an amount not to exceed the average annual growth rate in Florida personal income over the previous 5 years. Non-ad valorem assessment rate increases within the personal income threshold are deemed to be within the maximum rate authorized by law at the time of initial imposition. Proposed non-ad valorem assessment increases which exceed the rate set the previous fiscal year or the rate previously set by special act or county ordinance, whichever is more recent, by more than the average annual growth rate in Florida personal income over the last 5 years, or the first-time levy of non-ad valorem assessments in the district, must be approved by referendum of the electors of the district. The referendum on the first-time levy of an assessment shall include a notice of the future non-ad valorem assessment rate increase permitted by this act without a referendum. Non-ad valorem assessments shall be imposed, collected, and enforced pursuant to section 10.

(3) User charges.—

(a) The board may provide a reasonable schedule of charges for special emergency services, including firefighting occurring in or to structures outside the district, motor vehicles, marine vessels, aircraft, or rail cars, or as a result of the operation of such motor vehicles or marine vessels, to which the district is called to render such emergency service, and may charge a fee for the services rendered in accordance with the schedule.

(b) The board may provide a reasonable schedule of charges for fighting fires occurring in or at refuse dumps or as a result of an illegal burn, which fire, dump, or burn is not authorized by general or special law, rule, regulation, order, or ordinance and which the district is called upon to fight or extinguish.

(c) The board may provide a reasonable schedule of charges for responding to or assisting or mitigating emergencies that either threaten or could threaten the health and safety of persons, property, or the environment, to which the district has been called, including a charge for responding to false alarms.

(d) The board may provide a reasonable schedule of charges for inspecting structures, plans, and equipment to determine compliance with fire safety codes and standards.

(e) The district shall have a lien upon any real property, motor vehicle, marine vessel, aircraft, or rail car for any charge assessed under this subsection.

(4) Impact fees.—If the general purpose local government has not adopted an impact fee for fire services which is distributed to the district for construction within its jurisdictional boundaries, the board may establish a schedule of impact fees for new construction to pay for the cost of new facilities and equipment, the need for which is in whole or in part the result of new construction. The impact fees collected by the district under this subsection shall be kept separate from other revenues of the district and must be used exclusively to acquire, purchase, or construct new facilities or portions thereof needed to provide fire protection and emergency services to new construction. As used in this subsection, “new facilities” means land, buildings, and capital equipment, including, but not limited to, fire and emergency vehicles, radiotelemetry equipment, and other firefighting or rescue equipment. The board shall maintain adequate records to ensure that impact fees are expended only for permissible new facilities or equipment. The board may enter into agreements with general purpose local governments to share in the revenues from fire protection impact fees imposed by such governments.

Section 10. Procedures for the levy and collection of non-ad valorem assessments.—

(1) The district may provide for the levy of non-ad valorem assessments under this act on the lands and real estate benefited by the exercise of the powers authorized by this act, or any part thereof, for all or any part of the

cost thereof. Non-ad valorem assessments may be levied only on benefited real property at a rate of assessment based on the special benefit accruing to such property from such services or improvements. The district may use any assessment apportionment methodology that meets fair apportionment standards.

(2) The board may determine to exercise any power authorized by this act and defray the whole or any part of the expense thereof by non-ad valorem assessments. The district shall adopt a non-ad valorem assessment roll pursuant to the procedures contained in this section or in section 197.3632, Florida Statutes, if:

(a) The non-ad valorem assessment is levied for the first time;

(b) The non-ad valorem assessment is increased beyond the maximum rate authorized by general law or special act at the time of initial imposition as defined in section 9;

(c) The district's boundaries have changed, unless all newly affected property owners have provided written consent for such assessment to the board; or

(d) There is a change in the purpose for such assessment or in the use of the revenue generated by such assessment.

The board shall so declare by resolution stating the nature of the proposed service, the location of any capital facilities, personnel, and equipment needed to provide the service, and any other projected expense of providing the service or improvement, and the part or portion of the expense thereof to be paid by non-ad valorem assessments, the manner in which the assessments shall be made, when the assessments are to be paid, and what part, if any, shall be apportioned to be paid from other revenues or funds of the district. The resolution shall also designate the lands upon which the non-ad valorem assessments shall be levied. Such lands may be designated by an assessment plat. The resolution shall also state the total estimated costs of the service or improvement. The estimated cost may include the cost of operations, including personnel, equipment, construction or reconstruction, the cost of all labor and materials, the cost of all lands, property, rights, easements, and franchises acquired, financing charges, interest prior to and during construction, and for one year after completion of construction, discount on the sale of assessment bonds, cost of plans and specifications, surveys of estimates of costs and of revenues, cost of engineering and legal services, and all other expenses necessary or incident to determining the feasibility or practicability of the construction or reconstruction, administrative expense, and such other expenses as may be necessary or incident to the financing authorized by this act.

(3) At the time of the adoption of the resolution provided for in subsection (2), there shall be on file at the district's offices an assessment plat showing the area to be assessed, with construction and operational plans and specifications and an estimate of the cost of the proposed service or improvement, which assessment plat, plans, and specifications and estimates shall be open to the inspection of the public.

(4) Upon adoption of the resolution provided for in subsection (2) or completion of the preliminary assessment roll provided for in subsection (5), whichever is later, the board shall publish notice of the resolution once in a newspaper of general circulation in Okaloosa County. The notice shall state in brief and general terms a description of the proposed service or improvements and that the plans, specifications, and estimates are available to the public at the district's offices. The notice shall also state the date and time of the hearing to hear objections provided for in subsection (7), which hearing shall be no earlier than 15 days after publication of the notice. The publication shall be verified by the affidavit of the publisher and filed with the secretary to the board.

(5) Upon the adoption of the resolution provided for in subsection (2), the board shall cause to be made a preliminary assessment roll in accordance with the method of assessment provided for in the resolution. The assessment roll shall show the lots and lands assessed and the amount of the benefit to, and the assessment against each lot or parcel of land, and, if the assessment is to be paid in installments, the number of annual installments in which the assessment is divided shall also be entered and shown upon the assessment roll.

(6) Upon the completion of the preliminary assessment roll, the board shall by resolution fix a time and place at which the owners of the property to be assessed or any other persons interested therein may appear before the board and be heard as to the advisability of providing the service or making the improvements, as to the cost thereof, as to the manner of payment therefore, and as to the amount thereof to be assessed against each property so improved. Ten days' notice in writing of the time and place shall be given to the property owners. The notice shall include the amount of the assessment and shall be served by mailing a copy to each of the property owners at his or her last known address, the names and addresses of the property owners to be obtained from the records of the property appraiser, and proof of such mailing to be made by the affidavit of the board's secretary.

(7) At the time and place named in the notice provided for in subsection (4), the board shall meet and hear testimony from affected property owners as to the advisability of providing the service or making the improvements and funding them with non-ad valorem assessments on property. Following the testimony, the board shall make a final decision on whether to levy the non-ad valorem assessments, adjusting assessments as may be warranted by information received at or prior to the hearing. If any property which may be chargeable under this section has been omitted from the preliminary roll or if the prima facie assessment has not been made against it, the board may place on the roll an apportionment to that property. The owners of any property so added to the assessment roll shall be mailed a copy of the notice provided for in subsection (6), and granted 15 days from the date of mailing to file any objections with the board. When so approved by resolution of the board, a final assessment roll shall be filed with the vice chair of the board, and the assessments shall stand confirmed and remain legal, valid, and binding first liens upon the property against which the assessments are made until paid. The assessment so made shall be final and conclusive as to each lot or parcel assessed unless proper steps are taken within 30 days

after the filing of the final assessment roll in a court of competent jurisdiction to secure relief. If the assessment against any property is sustained or reduced or abated by the court, the vice chair shall note that fact on the assessment roll opposite the description of the proper affected and notify the county property appraiser and the tax collector in writing. The amount of the non-ad valorem assessment against any lot or parcel which may be abated by the court, unless the assessment upon the entire district is abated, or the amount by which the assessment is so reduced, may by resolution of the board be made chargeable against the district at large, or at the discretion of the board, a new assessment roll may be prepared and confirmed in the manner provided in this section for the preparation and confirmation of the original assessment roll. The board may by resolution grant a discount equal to all or a part of the payee's proportionate share of the cost of a capital project consisting of bond financing costs, such as capitalized interest, funded reserves, and bond discount included in the estimated cost of the project, upon payment in full of any assessment during the period prior to the time the financing costs are incurred as may be specified by the board.

(8) The non-ad valorem assessments:

(a) Shall be payable at the time and in the manner stipulated in the resolution providing for the improvement or services.

(b) Shall remain liens, co-equal with the lien of all state, county, district, and municipal taxes, superior in dignity to all other liens, titles, and claims, until paid.

(c) Shall bear interest as provided by section 170.09, Florida Statutes, or, if bonds have been issued, at a rate not to exceed 1 percent above the rate of interest at which the bonds authorized pursuant to this act and used for a capital improvement are sold, from the date of the acceptance of the improvement.

(d) May, by resolution and only for capital outlay projects, be made payable in equal installments over a period not to exceed 20 years, to which, if not paid when due, there shall be added a penalty at the rate of 1 percent per month, until paid.

However, the assessments may be paid without interest at any time within 30 days after the improvement is completed and a resolution accepting the same has been adopted by the board.

(9) The non-ad valorem assessments approved by the board may be levied, assessed, and collected pursuant to sections 197.363-197.3635, Florida Statutes. The collection and enforcement of the non-ad valorem assessment levied by the district shall be at the same time and in like manner as county taxes.

(10) All assessments shall constitute a lien upon the property so assessed from the date of confirmation of the resolution ordering the improvement of the same nature and to the same extent as the lien for general county, municipal, or district taxes falling due in the same year or years in which

such assessments or installments thereof fall due, and any assessment or installment not paid when due shall be collected with such interest and with a reasonable attorney's fee and costs, but without penalties, by the district by proceedings in a court of equity to foreclose the lien of assessment as a lien for mortgages is or may be foreclosed under the laws of the state, provided any such proceedings to foreclose shall embrace all installments of principal remaining unpaid with accrued interest thereon, which installments shall, by virtue of the institution of such proceedings immediately become due and payable. If, prior to any sale of the property under decree of foreclosure in such proceedings, payment is made of the installment or installments which are shown to be due under the provisions of the resolution passed pursuant to subsection (9) and this subsection, and all costs including attorney's fees, the payment shall have the effect of restoring the remaining installments to their original maturities and the proceedings shall be dismissed. The district shall enforce the prompt collection of assessments by the means provided in this section and this duty may be enforced at the suit of any holder of bonds issued under this act in a court of competent jurisdiction by mandamus or other appropriate proceedings or action. Not later than 30 days after annual installments are due and payable, the board shall direct the attorney or attorneys whom the board shall designate to institute actions within 3 months after such direction to enforce the collection of all non-ad valorem assessments remaining due and unpaid at the time of such direction. Such action shall be prosecuted in the manner and under the conditions in and under which mortgages are foreclosed under the laws of the state. It is lawful to join in one action the collection of assessments against any or all property assessed by virtue of the same assessment roll unless the court deems such joinder prejudicial to the interest of any defendant. The court shall allow a reasonable attorney's fee for the attorney or attorneys of the district, and the fee shall be collectible as a part of or in addition to the costs of the action. At the sale pursuant to decree in any such action, the district may be a purchaser to the same extent as an individual person or corporation, except that the part of the purchase price represented by the assessments sued upon and the interest thereon need not be paid in cash. Property so acquired by the district may be sold or otherwise disposed of, the proceeds of such disposition to be placed in the fund provided for by subsection (11), provided no sale or other disposition thereof shall be made unless the notice calling for bids therefor to be received at a stated time and place was published in a newspaper of general circulation in the district once in each of 4 successive weeks prior to such disposition.

(11) All assessments and charges made under the provisions of this section for the payment of all or any part of the cost of any improvements for which assessment bonds have been issued under the provisions of this act are hereby pledged to the payment of the principal of and the interest on the assessment bonds and shall, when collected, be placed in a separate fund, properly designated, which fund shall be used for no other purpose than the payment of such principal and interest.

Section 11. District issuance of bonds, notes, bond anticipation notes, or other evidences of indebtedness.—

(1) The district may issue general obligation bonds, assessment bonds, revenue bonds, notes, bond anticipation notes, or other evidences of indebtedness to finance all or a part of any proposed improvements authorized to be undertaken under this act or under general or special law, provided the total annual payments for the principal and interest on such indebtedness shall not exceed 50 percent of the total annual budgeted revenues of the district. The bonds shall be issued in such denominations, mature on such dates and in such amounts, and may be subject to optional and mandatory redemption as determined by resolutions adopted by the board. Bonds of the district may bear interest at a fixed or floating or adjustable rate and may be issued as interest bearing, interest accruing bonds, or zero coupon bonds at such rate or rates, not exceeding the maximum rate permitted by general law, as determined by resolutions of the board. Principal and interest shall be payable in the manner determined by the board. The bonds shall be signed by manual or facsimile signature of the chair or vice chair of the board, attested with the seal of the district and by the manual or facsimile signature of the secretary or assistant secretary of the board.

(2) The bonds shall be payable from the non-ad valorem assessment or other non-ad valorem revenues, including, without limitation, user fees or charges or rental income authorized to be levied or collected or received pursuant to this act or general law. General obligation bonds payable from ad valorem taxes may also be issued by the district, but only after compliance with s. 12, Art. VII of the State Constitution. Subject to referendum approval, the district may pledge its full faith and credit for the payment of principal and interest on such general obligation bonds and for any reserve funds provided therefor and may unconditionally and irrevocably pledge itself to levy ad valorem taxes on all property in the district to the extent necessary for the payment thereof. The district is authorized, after notice and opportunity to be heard has been afforded to those affected, to impose, charge, and collect non-ad valorem revenues in connection with any of the improvements authorized under this act and to pledge the same for the payment of bonds.

(3) In connection with the sale and issuance of bonds, the district may enter into any contracts which the board determines to be necessary or appropriate to achieve a desirable effective interest rate in connection with the bonds by means of, but not limited to, contacts commonly known as investment contracts, funding agreements, interest rate swap agreements, currency swap agreements, forward payment conversion agreements, futures, or contracts providing for payments based on levels of or changes in interest rates, or contracts to exchange cash flows or a series of payments, or contracts, including, without limitation, options, puts, or calls to hedge payment, rate, spread, or similar exposure. Such contracts or arrangements may also be entered into by the district in connection with, or incidental to, entering into any agreement which secures bonds or provides liquidity therefor. Such contracts and arrangements shall be made upon the terms and conditions established by the board, after giving due consideration for the credit worthiness of the counterparties, where applicable, including any rating by a nationally recognized rating service or any other criteria as may be appropriate.

(4) In connection with the sale and issuance of the bonds, or entering into any of the contracts or arrangements referred to in subsection (3), the district may enter into such credit enhancement or liquidity agreements, with such payment, interest rate, security, default, remedy, and any other terms and conditions as the board shall determine.

(5) Notwithstanding any provisions of law relating to the investment or reinvestment of surplus funds of any governmental unit, proceeds of the bonds and any money set aside or pledged to secure payment of the principal of, premium, if any, and interest on the bonds, or any of the contracts entered into pursuant to subsection (3) may be invested in securities or obligations described in the resolution providing for the issuance of bonds.

(6) The bonds shall be sold in any manner not inconsistent with general law, shall show the purpose for which they are issued, and shall be payable out of the money pledged therefor. The funds derived from the sale of said bonds or any of them shall be used for the purpose of paying the cost of the services or improvements and such costs, expenses, fees, and salaries as may be authorized by law.

(7) Non-ad valorem assessments or any portion thereof levied to pay principal on bonds issued pursuant to this act with respect to improvements financed therewith shall not exceed the benefits assessed regarding such works or improvements. If the bonds are sold at a discount, the amount of the discount shall be treated as interest, not as principal. Premiums payable upon the redemption of bonds shall also be treated as interest. Interest to accrue on account of issuing bonds shall not be construed as part of the costs of the works or improvements in determining whether or not the costs of making such improvements are equal to or in excess of the benefits assessed. If the property appraiser and tax collector deduct their fees and charges from the amount of non-ad valorem assessments levied and collected, and if the landowners receive the statutorily permitted discount for early payment of such non-ad valorem assessments, the amount of such fees, charges, and discounts shall not be included in the amount of a non-ad valorem assessments levied by the district in determining whether such assessments are equal to or in excess of the benefits assessed.

(8) The district may, whenever in the judgment of the board it is advisable and in the best interest of the landowners in the district, issue bonds to refund any or all of the then outstanding bonded indebtedness of the district.

(9) The principal amount of refunding bonds may be in any amount not in excess of the benefits assessed against the lands with respect to which the refunded bonds were issued less the principal amount of the refunded bonds previously paid from non-ad valorem assessments. The proceeds of such refunding bonds shall be used only to pay the principal, premium, if any, and interest on the bonds to be refunded, any discount or expense of the sale of the refunding bonds, and to provide a debt service reserve fund for the refunding bonds. The district may also use other available revenues to pay costs associated with the issuance or administration of the refunding bonds.

(10) Assessments shall be levied for the payment of the refunding bonds in the same manner as the assessments levied for the refunded bonds and the refunding bonds shall be secured by the same lien as the refunded bonds, and any additional interest which accrues on account of the refunding bonds shall be included and added to the original assessment and shall be secured by the same lien, provided any interest accrued shall not be considered as a part of the cost of construction in determining whether the assessment exceeds the benefits assessed.

(11) No proceedings shall be required for the issuance of bonds or refunding bonds other than those provided by this section and by general law.

Section 12. Intergovernmental coordination.—

(1) The district shall adopt a 5 year plan to identify the facilities, equipment, personnel, and revenue needed by the district during that 5 year period. The plan shall be updated in accordance with section 189.415, Florida Statutes, and shall satisfy the requirement for a public facilities report required by section 189.415(2), Florida Statutes.

Section 13. District expansion, and merger.—

(1) The boundaries of the district may be modified, extended, or enlarged upon approval or ratification by the Legislature.

(2) The merger of the district with all or portions of other independent special districts or dependent fire control districts is effective only upon ratification by the Legislature. The district may not, solely by reason of a merger with another governmental entity, increase ad valorem taxes on property within the original limits of the district beyond the maximum established by the district's enabling legislation, unless approved by the electors of the district by referendum.

Section 14. Use of funds.—No funds of the district shall be used for any purpose other than the administration of the affairs and business of the district, for the construction, care, maintenance, upkeep, operation, and purchase of standard firefighting equipment which shall meet the requirement of the fire inspector and the underwriters association, fire stations, installation of fire hydrants, payment of public utilities such as electric lights and water, salaries of a fire inspector and one or more firefighters, and such other expenses as the board of commissioners may determine to be for the best interest of the district.

Section 3. If any clause, section, or provision of this act shall be declared unconstitutional or invalid for any reason, it shall be eliminated from this act, and the remaining portion of the act shall be in force and effect and be as valid as if such invalid portion thereof had not been incorporated therein.

Section 4. Chapter 71-787, Laws of Florida, chapter 77-608, Laws of Florida, chapter 82-335, Laws of Florida, and chapter 85-470, Laws of Florida, are repealed.

Section 5. In case of a conflict of the provisions of this act, with the provisions of any other act, the provisions of this act shall control to the extent of such conflict.

Section 6. Nothing contained in this act shall require any modification to district financing or operations which would impair existing contracts, including collective bargaining agreements, debt obligations, or covenants and agreements relating to bonds validated or issued by the district. Further, this act does not repeal any authorization within a special act or general law of local application providing for the levy and assessment of ad valorem taxes, special assessments, non-ad valorem assessments, impact fees, or other fees or charges by a district.

Section 7. This act shall take effect upon becoming a law.

Approved by the Governor June 5, 2000.

Filed in Office Secretary of State June 5, 2000.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2020

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Kyle Bauman, City Attorney
Kimberly Kopp, Land Use Attorney

DATE: May 13, 2020

SUBJECT: Ownership of Upland to Submerged Land Subject to Board of Trustees Lease
Number 462217069

I. BACKGROUND: The submerged land immediately adjacent to 206 and 210 Harbor Boulevard, Destin, Florida 32541 is subject to Board of Trustees Lease Number 462217069 (the "SLL"). At the May 4, 2020, regular City Council Meeting, the Council directed the City attorneys and City staff to contact FDEP about the renewal of the referenced submerged land and correct the ownership information.

II. DISCUSSION: The City's attorneys and City staff have reviewed voluminous documentation and located the current submerged land lease between the Destin Fishing Fleet, Inc. and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (the "SLL"), which is attached hereto. The City's attorneys have drafted the attached letter which they propose to send to FDEP Acting General Counsel Chad Stevens. Prior to sending the attached letter, the City's attorneys are seeking Council's input and direction.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to direct the City's attorneys to send the attached letter to FDEP.

OR

I move to direct the City's attorneys to send the attached letter to FDEP with the following modifications: _____.

OR

I direct the City's attorneys and City staff to take the following action(s): _____.

Attachments:

1. BOT Lease No 462217069 -- FDEP and DFF
2. 05.14.2020 Letter to FDEP for Agenda

This Instrument Prepared By:
Tiana D. Brown
Action No. 38540
Bureau of Public Land Administration
3900 Commonwealth Boulevard
Mail Station No. 125
Tallahassee, Florida 32399

BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND
OF THE STATE OF FLORIDA

SOVEREIGNTY SUBMERGED LANDS LEASE RENEWAL

BOT FILE NO. 462217069

THIS LEASE is hereby issued by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, hereinafter referred to as the Lessor.

WITNESSETH: That for and in consideration of payment of the annual lease fees hereinafter provided and the faithful and timely performance of and compliance with all terms and conditions stated herein, the Lessor does hereby lease to Destin Fishing Fleet, Inc., a Florida corporation, hereinafter referred to as the Lessee, the sovereignty lands described as follows:

A parcel of sovereignty submerged land in Section unsectionalized, Township 02 South, Range 23 West, in Old Pass Lagoon/Destin Harbor, Okaloosa County, Florida, containing 74,072 square feet, more or less, as is more particularly described and shown on Attachment A, dated September 2, 2009.

TO HAVE THE USE OF the hereinabove described premises from September 14, 2018, the effective date of this lease renewal, through September 14, 2023, the expiration date of this lease renewal. The terms and conditions on and for which this lease renewal is granted are as follows:

1. USE OF PROPERTY: The Lessee is hereby authorized to operate a 40-slip commercial docking facility with non-water dependent shed to be used exclusively for mooring of charter and fishing boats in conjunction with an upland marina and charter boat business, with fueling facilities, with a sewage pumpout facility if it meets the regulatory requirements of the State of Florida Department of Environmental Protection or State of Florida Department of Health, whichever agency has jurisdiction, and without liveaboards as defined in paragraph 26, as shown and conditioned in Attachment A, and the State of Florida Department of Environmental Protection Consent Order No. 09-3680-46-DF, dated December 2, 2009, incorporated herein and made a part of this lease by reference. All of the foregoing subject to the remaining conditions of this lease.

2. LEASE FEES: The Lessee hereby agrees to pay to the Lessor an annual lease fee of \$13,092.45, plus sales tax pursuant to Section 212.031, Florida Statutes, if applicable, within 30 days of the date of receipt of the invoice. The annual fee for the remaining years of this lease shall be adjusted pursuant to provisions of Rule 18-21.011, Florida Administrative Code. The State of Florida Department of Environmental Protection, Division of State Lands (the "Division") will notify the Lessee in writing of the amount and the due date of each subsequent annual lease payment during the remaining term of this lease. All lease fees due hereunder shall be remitted to the Division as agent for the Lessor.

3. WET SLIP RENTAL CERTIFICATION/SUPPLEMENTAL PAYMENT: (A) The Lessee shall provide upon request by the Lessor any and all information in a certified form needed to calculate the lease fee specified in paragraph two (2) above, including the income, as defined in subsection 18-21.003(31), Florida Administrative Code, derived directly or indirectly from the use of sovereignty submerged lands on an annual basis. When six percent (6%) of said annual income exceeds the base fee or minimum annual fee established pursuant to Rule 18-21.011, Florida Administrative Code, for any lease year during the term of this lease, the Lessor shall send the Lessee a supplemental invoice for the difference in the amounts for that lease year. (B) The instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party shall include a provision that clearly notifies the wet slip renter/user/holder that if the wet slip renter/user/holder subsequently transfers his right to use said wet slip to another party, the instrument or agreement used to transfer said wet slip shall contain a provision that requires six percent (6%) of the annual gross income derived from said instrument or agreement for the use of said wet slip be paid to the Lessee who, upon receipt, shall report and transmit said amount to the Lessor. The instrument or agreement used by the Lessee to transfer a wet slip shall also include a provision that clearly notifies the wet slip renter/user/holder that no interest in said wet slip may be further transferred unless a substantially similar provision to the one contained in the preceding sentence is placed in each succeeding instrument or agreement used to transfer said wet slip to each new wet slip renter/user/holder. (C) The Lessee shall submit to the Lessor each instrument or agreement used by the Lessee to transfer or assign the right to use a wet slip at the docking facility to a third party annually at the same time the Lessee submits the required Annual Wet Slip Revenue Report to the Lessor. Any breach of this lease condition shall constitute a default under this lease.

4. LATE FEE ASSESSMENTS: The Lessee shall pay a late payment assessment for lease fees or other charges due under this lease which are not paid within 30 days after the due date. This assessment shall be computed at the rate of twelve percent (12%) per annum, calculated on a daily basis for every day the payment is late.

5. EXAMINATION OF LESSEE'S RECORDS: For purposes of this lease renewal, the Lessor is hereby specifically authorized and empowered to examine, for the term of this lease renewal including any extensions thereto plus three (3) additional years, at all reasonable hours, the books, records, contracts, and other documents confirming and pertaining to the computation of annual lease payments as specified in paragraph two (2) above.

6. MAINTENANCE OF LESSEE'S RECORDS: The Lessee shall maintain separate accounting records for: (i) gross revenue derived directly from the use of the leased premises, (ii) the gross revenue derived indirectly from the use of the leased premises, and (iii) all other gross revenue derived from the Lessee's operations on the riparian upland property. The Lessee shall secure, maintain and keep all records for the entire term of this lease renewal plus three (3) additional years. This period shall be extended for an additional two (2) years upon request for examination of all records and accounts for lease verification purposes by the Lessor.

7. AGREEMENT TO EXTENT OF USE: This lease is given to the Lessee to use or occupy the leased premises only for those activities specified herein and as conditioned by the consent order referenced in paragraph 1 of this lease. The Lessee shall not (i) change or add to the approved use of the leased premises as defined herein (e.g., from commercial to multi-family residential, from temporary mooring to rental of wet slips, from rental of wet slips to contractual agreement with third party for docking of cruise ships, from rental of recreational pleasure craft to rental or temporary mooring of charter/tour boats, from loading/offloading commercial to rental of wet slips, etc.); (ii) change activities in any manner that may have an environmental impact that was not considered in the original authorization or regulatory permit; or (iii) change the type of use of the riparian uplands or as permitted by the Lessee's interest in the riparian upland property that is more particularly described in Attachment B without first obtaining a regulatory permit/modified permit, if applicable, the Lessor's written authorization in the form of a modified lease, the payment of additional fees, if applicable, and, if applicable, the removal of any structures which may no longer qualify for authorization under the modified lease.

8. PROPERTY RIGHTS: The Lessee shall make no claim of title or interest to said lands hereinbefore described by reason of the occupancy or use thereof, and all title and interest to said land hereinbefore described is vested in the Lessor. The Lessee is prohibited from including, or making any claim that purports to include, said lands described or the Lessee's leasehold interest in said lands into any form of private ownership, including but not limited to any form of condominium or cooperative ownership. The Lessee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, sold, or re-sold.

9. INTEREST IN RIPARIAN UPLAND PROPERTY: During the term of this lease renewal, the Lessee shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code, in the riparian upland property that is more particularly described in Attachment B and by reference made a part hereof together with the riparian rights appurtenant thereto. If such interest is terminated or the Lessor determines that such interest did not exist on the effective date of this lease, this lease may be terminated at the option of the Lessor. If the Lessor terminates this lease, the Lessee agrees not to assert a claim or defense against the Lessor arising out of this lease. Prior to sale and/or termination of the Lessee's interest in the riparian upland property, the Lessee shall inform any potential buyer or transferee of the Lessee's interest in the riparian upland property and the existence of this lease and all its terms and conditions and shall complete and execute any documents required by the Lessor to effect an assignment of this lease, if consented to by the Lessor. Failure to do so will not relieve the Lessee from responsibility for full compliance with the terms and conditions of this lease which include, but are not limited to, payment of all fees and/or penalty assessments incurred prior to such act.

10. ASSIGNMENT OF LEASE RENEWAL: This lease renewal shall not be assigned or otherwise transferred without prior written consent of the Lessor or its duly authorized agent. Such assignment or other transfer shall be subject to the terms, conditions and provisions of this lease, current management standards and applicable laws, rules and regulations in effect at that time. Any assignment or other transfer without prior written consent of the Lessor shall be null and void and without legal effect.

11. INDEMNIFICATION/INVESTIGATION OF ALL CLAIMS: The Lessee shall investigate all claims of every nature arising out of this lease at its expense, and shall indemnify, defend and save and hold harmless the Lessor and the State of Florida from all claims, actions, lawsuits and demands arising out of this lease renewal.

12. NOTICES/COMPLIANCE/TERMINATION: The Lessee binds itself, its successors and assigns, to abide by the provisions and conditions herein set forth, and said provisions and conditions shall be deemed covenants of the Lessee, its successors and assigns. In the event the Lessee fails or refuses to comply with the provisions and conditions herein set forth, or in the event the Lessee violates any of the provisions and conditions herein set forth, and the Lessee fails or refuses to comply with any of said provisions or conditions within twenty (20) days of receipt of the Lessor's notice to correct, this lease may be terminated by the Lessor upon thirty (30) days written notice to the Lessee. If canceled, all of the above-described parcel of land shall revert to the Lessor. All notices required to be given to the Lessee by this lease or applicable law or administrative rules shall be sufficient if sent by U.S. Mail to the following address:

Destin Fishing Fleet, Inc.
210A Harbor Blvd
Destin, Florida 32541

The Lessee shall notify the Lessor by certified mail of any change to this address at least ten (10) days before the change is effective.

13. TAXES AND ASSESSMENTS: The Lessee shall assume all responsibility for liabilities that accrue to the subject property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the subject property during the effective period of this lease renewal.

14. NUISANCES OR ILLEGAL OPERATIONS: The Lessee shall not permit the leased premises or any part thereof to be used or occupied for any purpose or business other than herein specified unless such proposed use and occupancy are consented to by the Lessor and the lease is modified accordingly, nor shall Lessee knowingly permit or suffer any nuisances or illegal operations of any kind on the leased premises.

15. MAINTENANCE OF FACILITY /RIGHT TO INSPECT: The Lessee shall maintain the leased premises in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety and welfare. The leased premises shall be subject to inspection by the Lessor or its designated agent at any reasonable time.

16. NON-DISCRIMINATION: The Lessee shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicap, or marital status with respect to any activity occurring within the area subject to this lease renewal or upon lands adjacent to and used as an adjunct of the leased area.

17. ENFORCEMENT OF PROVISIONS: No failure, or successive failures, on the part of the Lessor to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Lessor to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

18. PERMISSION GRANTED: Upon expiration or cancellation of this lease renewal all permission granted hereunder shall cease and terminate.

19. RENEWAL PROVISIONS: Renewal of this lease shall be at the sole option of the Lessor. Such renewal shall be subject to the terms, conditions and provisions of management standards and applicable laws, rules and regulations in effect at that time. In the event that the Lessee is in full compliance with the terms of this lease, the Lessor will begin the renewal process. The term of any renewal granted by the Lessor shall commence on the last day of the previous lease term. In the event the Lessor does not grant a renewal, the Lessee shall vacate the leased premises and remove all structures and equipment occupying and erected thereon at its expense. The obligation to remove all structures authorized herein upon termination of this lease renewal shall constitute an affirmative covenant upon the Lessee's interest in the riparian upland property more particularly described in Attachment B, which shall run with the title to the Lessee's interest in said riparian upland property and shall be binding upon the Lessee and the Lessee's successors in title or successors in interest.

20. REMOVAL OF STRUCTURES/ADMINISTRATIVE FINES: If the Lessee does not remove said structures and equipment occupying and erected upon the leased premises after expiration or cancellation of this lease renewal, such structures and equipment will be deemed forfeited to the Lessor, and the Lessor may authorize removal and may sell such forfeited structures and equipment after ten (10) days written notice by certified mail addressed to the Lessee at the address specified in Paragraph 12 or at such address on record as provided to the Lessor by the Lessee. However, such remedy shall be in addition to all other remedies available to the Lessor under applicable laws, rules and regulations including the right to compel removal of all structures and the right to impose administrative fines.

21. REMOVAL COSTS/LIEN ON RIPARIAN UPLAND PROPERTY: Subject to the noticing provisions of Paragraph 20 of this lease, any costs incurred by the Lessor in removal of any structures and equipment constructed or maintained on state lands shall be paid by Lessee and any unpaid costs and expenses shall constitute a lien upon the Lessee's interest in the riparian upland property that is more particularly described in Attachment B. This lien on the Lessee's interest in the riparian upland property shall be enforceable in summary proceedings as provided by law.

22. RIPARIAN RIGHTS/FINAL ADJUDICATION: In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent riparian rights, Lessee agrees to either obtain written consent for the offending structure from the affected riparian owner or to remove the interference or encroachment within 60 days from the date of the adjudication. Failure to comply with this paragraph shall constitute a material breach of this lease renewal agreement and shall be grounds for immediate termination of this lease renewal agreement at the option of the Lessor.

23. AMENDMENTS/MODIFICATIONS: This lease renewal is the entire and only agreement between the parties. Its provisions are not severable. Any amendment or modification to this lease renewal must be in writing, must be accepted, acknowledged and executed by the Lessee and Lessor, and must comply with the rules and statutes in existence at the time of the execution of the modification or amendment. Notwithstanding the provisions of this paragraph, if mooring is authorized by this lease, the Lessee may install boatlifts within the leased premises without formal modification of the lease provided that (a) the Lessee obtains any state or local regulatory permit that may be required; and (b) the location or size of the lift does not increase the mooring capacity of the docking facility.

24. ADVERTISEMENT/SIGNS/NON-WATER DEPENDENT ACTIVITIES/ADDITIONAL ACTIVITIES/MINOR STRUCTURAL REPAIRS: No permanent or temporary signs directed to the boating public advertising the sale of alcoholic beverages shall be erected or placed within the leased premises. No restaurant or dining activities are to occur within the leased premises. The Lessee shall ensure that no permanent, temporary or floating structures, fences, docks, pilings or any structures whose use is not water-dependent shall be erected or conducted over sovereignty submerged lands without prior written consent from the Lessor. No additional structures and/or activities including dredging, relocation/realignment or major repairs or renovations to authorized structures, shall be erected or conducted on or over sovereignty, submerged lands without prior written consent from the Lessor. Unless specifically authorized in writing by the Lessor, such activities or structures shall be considered unauthorized and a violation of Chapter 253, Florida Statutes, and shall subject the Lessee to administrative fines under Chapter 18-14, Florida Administrative Code. This condition does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair in the interests of public health, safety or welfare; provided, however, that such activities shall not exceed the activities authorized by this agreement.

25. COMPLIANCE WITH FLORIDA LAWS: On or in conjunction with the use of the leased premises, the Lessee shall at all times comply with all Florida Statutes and all administrative rules promulgated thereunder. Any unlawful activity which occurs on the leased premises or in conjunction with the use of the leased premises shall be grounds for the termination of this lease by the Lessor.

26. LIVEABOARDS: The term "liveaboard" is defined as a vessel docked at the facility and inhabited by a person or persons for any five (5) consecutive days or a total of ten (10) days within a thirty (30) day period. If liveaboards are authorized by paragraph one (1) of this lease, in no event shall such "liveaboard" status exceed six (6) months within any twelve (12) month period, nor shall any such vessel constitute a legal or primary residence.

27. GAMBLING VESSELS: During the term of this lease and any renewals, extensions, modifications or assignments thereof, Lessee shall prohibit the operation of or entry onto the leased premises of gambling cruise ships, or vessels that are used principally for the purpose of gambling, when these vessels are engaged in "cruises to nowhere," where the ships leave and return to the state of Florida without an intervening stop within another state or foreign country or waters within the jurisdiction of another state or foreign country, and any watercraft used to carry passengers to and from such gambling cruise ships.

28. FINANCIAL CAPABILITY: To assure the Lessor that the Lessee has the financial capability to undertake and operate the project authorized by this lease, the Lessee certifies to the Lessor as follows: (i) the Lessee is not the subject of a pending bankruptcy proceeding that would prohibit the Lessee from paying its lease fees, on or before the due date, with or without, as applicable, approval from the bankruptcy court or, if appointed, the bankruptcy trustee; (ii) the Lessee has no unsatisfied judgments entered against it that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease; (iii) the Lessee has no delinquent state and local taxes for which it is responsible and that remain outstanding and not in dispute; and (iv) to the best of the Lessee's knowledge, there are no other matters pending or threatened against or affecting the Lessee or the Lessee's interest in the riparian upland property that would impair the Lessee's financial capability to undertake and operate the project authorized by this lease. Any breach of this lease condition shall constitute a default under this lease.

29. SPECIAL LEASE CONDITIONS:

A. Lessee agrees to retain the first one-inch of stormwater runoff.

B. Lessee shall provide docking for the City of Destin for the exclusive use of the city's Harbormaster's boat.

C. Unless authorized in writing by the Lessor, the Lessee shall not rebuild or restore the non-water dependent structures included in this lease if 50 percent or more of the area encompassed by a structure is destroyed or if use of a structure has been discontinued and 50 percent or more of the area encompassed by a structure must be replaced in order to restore the structure to a safely useable condition. In addition, the use of the non-water dependent structures included in this lease shall not be converted to a new use except as authorized in writing by the Lessor.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this instrument on the day and year first above written.

WITNESSES:

TERRI D. GROSS
Original Signature

TERRI D. GROSS
Print/Type Name of Witness

Kathy C Griffin
Original Signature

Kathy C Griffin
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

(SEAL)

BY: *James E. King Jr on behalf of*
Cheryl C. McCall, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida

"LESSOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 17th day of October, 2018, by
Cheryl C. McCall, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State
of Florida. She is personally known to me.

APPROVED SUBJECT TO PROPER EXECUTION:

Joe J. Stantek 9/19/2018
DEP Attorney Date

Kathy C Griffin
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires

Commission/Serial No.



WITNESSES:

Susan Holden
Original Signature

Susan Holden
Typed/Printed Name of Witness

Samantha M. Miller
Original Signature

Samantha M. Miller
Typed/Printed Name of Witness

STATE OF Florida

COUNTY OF Oaklawn

Destin Fishing Fleet, Inc.,
a Florida corporation

(SEAL)

BY: Charles K. Windes, Jr.
Original Signature of Executing Authority

Charles K. Windes, Jr.
Typed/Printed Name of Executing Authority

President
Title of Executing Authority

"LESSEE"

The foregoing instrument was acknowledged before me this 21ST day of September, 2018, by Charles K. Windes, Jr. as President of Destin Fishing Fleet, Inc., a Florida corporation, for and on behalf of the corporation. He is personally known to me or who has produced _____, as identification.

My Commission Expires:

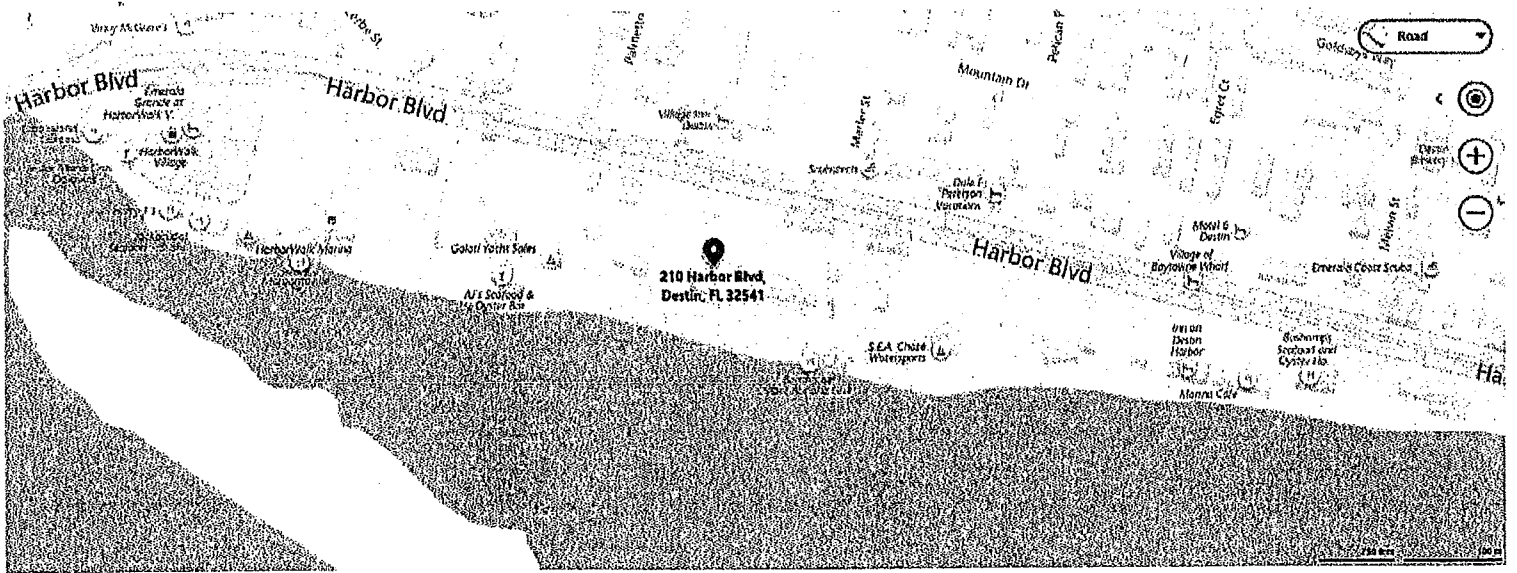
March 11, 2019
Commission/Serial No. FF208779

Ellen Dixon
Signature of Notary Public

Notary Public, State of Florida

ELLEN DIXON
Printed, Typed or Stamped Name





SUBMERGED LAND LEASE

LEGAL DESCRIPTION (AS FURNISHED): SURVEY

DESCRIPTION BY BASKERVILLE-DONOVAN, INC.

(A PARCEL OF SUBMERGED SOVEREIGN LANDS, DESCRIPTION AS FOLLOWS)

COMMENCE AT THE NORTHEAST CORNER OF LOT 7-F, MORENO POINT MILITARY RESERVATION AS RECORDED IN DEED BOOK 29, PAGE 172 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA;
THENCE PROCEED SOUTH 09 DEGREES 26 MINUTES 20 SECONDS WEST ALONG THE EAST LINE OF THE AFORESAID LOT 7-F A DISTANCE OF 479.87 FEET TO THE 1.3 FOOT CONTOUR (N.G.V.D.) OR SAFE-UPLAND LINE OF DESTIN HARBOUR PER THE DEPARTMENT OF NATURAL RESOURCES; THENCE PROCEED WESTERLY ALONG SAID 1.3 FOOT CONTOUR (N.G.V.D.) OR SAFE UPLAND LINE THE FOLLOWING BEARINGS AND DISTANCES; NORTH 59 DEGREES 22 MINUTES 44 SECONDS WEST A DISTANCE OF 13.43 FEET; SOUTH 85 DEGREES 48 MINUTES 58 SECONDS WEST A DISTANCE OF 12.84 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 85 DEGREES 48 MINUTES 58 SECONDS WEST A DISTANCE OF 1.09 FEET; NORTH 88 DEGREES 04 MINUTES 01 SECONDS WEST A DISTANCE OF 19.73 FEET; NORTH 77 DEGREES 31 MINUTES 30 SECONDS WEST A DISTANCE OF 33.06 FEET; SOUTH 88 DEGREES 36 MINUTES 18 SECONDS WEST A DISTANCE OF 34.15 FEET; SOUTH 79 DEGREES 31 MINUTES 04 SECONDS WEST A DISTANCE OF 27.84 FEET; NORTH 79 DEGREES 11 MINUTES 37 SECONDS WEST A DISTANCE OF 17.93 FEET; SOUTH 87 DEGREES 09 MINUTES 58 SECONDS WEST A DISTANCE OF 27.01 FEET; NORTH 87 DEGREES 21 MINUTES 13 SECONDS WEST A DISTANCE OF 37.11 FEET; NORTH 72 DEGREES 39 MINUTES 07 SECONDS WEST A DISTANCE OF 11.67 FEET; NORTH 60 DEGREES 36 MINUTES 30 SECONDS WEST A DISTANCE OF 11.22 FEET; NORTH 73 DEGREES 32 MINUTES 14 SECONDS WEST A DISTANCE OF 35.49 FEET; NORTH 76 DEGREES 00 MINUTES 19 SECONDS WEST A DISTANCE OF 73.08 FEET; THENCE DEPARTING THE AFORESAID 1.3 FOOT CONTOUR (N.G.V.D.) OR SAFE UPLAND LINE, PROCEED SOUTH 09 DEGREES 26 MINUTES 59 SECONDS WEST INTO THE WATERS OF DESTIN HARBOUR A DISTANCE OF 230.87 FEET; THENCE PROCEED SOUTH 80 DEGREES 33 MINUTES 01 SECONDS EAST A DISTANCE OF 324.73 FEET; THENCE PROCEED NORTH 09 DEGREES 26 MINUTES 20 SECONDS EAST A DISTANCE OF 242.05 FEET TO THE POINT OF BEGINNING; LYING IN AND BEING PART OF THE UNDIVIDED TOWNSHIP 2 SOUTH, RANGE 23 WEST, OKALOOSA COUNTY, FLORIDA AND CONTAINS 74,072 SQUARE FEET, MORE OR LESS.

SURVEY NOTES:

1. THIS MAP REPRESENTS A SUBMERGED LAND LEASE SURVEY AND IS ONLY FOR THE LANDS DESCRIBED.
2. NORTH AND THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE SOUTHERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 98, HAVING AN ASSUMED BEARING OF SOUTH 75° 08' 37" EAST.
3. THIS SUBMERGED LAND LEASE SURVEY WAS PREPARED AS THE RESULT OF AN ACTUAL FIELD SURVEY, WITH A COMPLETION DATE OF 04 JUNE 2009.
4. ADDITION OR DELETIONS TO THIS SURVEY BY ANY OTHER PERSON(S) THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. RIPARIAN RIGHTS LINE SHOWN WAS TAKEN FROM ATTACHMENT A, PAGE 9 OF 13 PAGES, SSL NO. 462217069, AS RECORDED IN INSTR # 2068020, OR BK: 2404, PG: 4754, RECORDED 10/23/2003.
6. APRIL 22, 2005 MHW ESTIMATE DETERMINED PER APPROVED BSM PROCEDURE.
7. NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYING IN FLORIDA ADMINISTRATIVE CODE CHAPTER 61G17-6, PURSUANT TO FLORIDA STATUTES SECTION 472.027

THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACTION OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES.

David E. Smith, PSM 912109
Professional Surveyor and Mapper
State of Florida 136432

SEE SHEET 1 OF 4 FOR SKETCH. THIS SURVEY IS NOT COMPLETE WITHOUT ALL SHEETS.

Moore Bass

1221 AIRPORT RD, STE 203
DESTIN, FLORIDA, 32541
TEL. 850-269-2800
FAX 850-269-2888
LB 7411

PROJECT NUMBER: D33.001
DRAWING NAME: D33.01.SLL.dwg
SURVEY DATE: 06/04/09
FIELD BK/PG 6651-53

PROJECT DESCRIPTION:
SUBMERGED LAND LEASE
DESTIN FISHING FLEET

SHEET
2
OF
4

GRAPHIC SCALE

SUBMERGED LAND LEASE SURVEY

1 inch = 100 ft.

LEGEND

N/F NOW OR FORMERLY
PB PLAT BOOK
PG PAGE
(F) FOUND
(P) PLAT
(R) RECORDED
O.R. OFFICIAL RECORD
POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING

AREA
TO THE MEAN
HIGH WATER LINE
3.11 acres
130,687 sq. ft.
(AS SURVEYED 4-22-05)

U.S. HIGHWAY NO. 88
& STATE ROAD NO. 30
100' RIGHT-OF-WAY (F)
ASPHALT PAVED
F.K.A. GULF COAST HIGHWAY
60' RIGHT-OF-WAY (P)

SUNSHINE HOMES INC.
P.B. 11 PG. 80
F.K.A.
00-28-22-0000-0000-000A

BAHATARA CONDOMINIUMS
O.R. 111 PG. 2223
00-28-22-0000-0000-1010
00-28-22-0000-0000-3000

JOHN S. MCCORMY
O.R. 208 PG. 3064
00-28-22-0000-0000-0701

JOHN S. MCCORMY
O.R. 208 PG. 3064
00-28-22-0000-0000-0702

LINE TABLE			
LINE	LENGTH (F)(R)	BEARING (F)	BEARING (R)
L1	8.17	S14°47'48"W	S00°28'20"W
L2	13.43	N64°01'18"W	N60°22'44"W
L3	12.84	N68°49'38"W	S88°48'58"W
L4	1.09	N68°49'38"W	S85°48'58"W
L5	19.78	N82°42'35"W	N88°04'01"W
L6	33.06	N72°10'04"W	N77°31'30"W
L7	34.15	N80°03'18"W	S88°35'18"W
L8	27.84	S84°52'30"W	S78°31'04"W
L9	17.93	N73°50'11"W	N70°11'37"W
L10	27.01	N87°28'35"W	N87°09'50"W
L11	37.11	N81°59'47"W	N87°21'13"W
L12	11.67	N87°17'41"W	N72°39'07"W
L13	11.22	N55°15'04"W	N60°36'30"W
L14	35.49	N68°10'48"W	N73°32'14"W
L15	73.08	N70°38'53"W	N76°09'10"W
L16	230.87	S14°40'25"W	S08°26'59"W
L17	324.73	S75°11'35"E	S80°33'01"E
L18	242.06	N14°47'46"E	N09°26'20"E

SEE SHEET 2 OF 4 FOR LEGAL DESCRIPTION AND SURVEY NOTES. THIS SURVEY IS NOT COMPLETE WITHOUT ALL SHEETS.

Moore Bass
CONSULTING
TALLAHASSEE DEFTBI ATLANTA

1221 AIRPORT RD, STE 205
DESTIN, FLORIDA, 32541
TEL 850-269-2800
FAX 850-269-2888
LB 7411

PROJECT NUMBER: D33.001
DRAWING NAME: D33.01.SLL.dwg
SURVEY DATE: 08/04/09
FIELD BK/PG: 68/51-53

PROJECT DESCRIPTION:
SUBMERGED LAND LEASE
DESTIN FISHING FLEET

SHEET
1
OF
4

GRAPHIC SCALE

SUBMERGED LAND LEASE SURVEY



1 inch = 100 ft.

LEGEND

- LP LIGHT POLE
- FP FUEL PUMP
- ① SLIP NUMBER

U.S. HIGHWAY NO. 98
& STATE ROAD NO. 30
100' RIGHT-OF-WAY (R)
ASPHALT PAVEMENT
F.M.A. GULF COAST HIGHWAY
50' RIGHT-OF-WAY (R)

AREA
TO THE MEAN
HIGH WATER LINE
3,11 ACROS
138,057 sq. ft.
(AS SURVEYED 4-22-08)

BY WHOLE
TRUSSON SURVEY
O.R. BOOK 207, PAGE 253

APPROXIMATE
100 YEAR FLOOD LINE
PER FEMA MAP
NO. 100-1-0-0
NAVD 83-18.65'

APPROXIMATE
MEAN HIGH WATER
LINE AS OF 4-22-08
NAVD 83-18.65'

APPROXIMATE
100 YEAR FLOOD LINE
PER FEMA MAP
NO. 100-1-0-0
NAVD 83-18.65'

APPROXIMATE
MEAN HIGH WATER
LINE AS OF 4-22-08
NAVD 83-18.65'

SUBMERGED
LAND LEASE (74,072 SF)

DESTIN HARBOR

SLIP NO.	LENGTH (FT)	WIDTH (FT)
1	25	12
2	26	17
3	26	17
4	26	17
5	39	19
6	39	20
7	39	18
8	39	19
9	39	17
10	25	11
11	51	19
12	51	20
13	51	15
14	39	17
15	39	18
16	39	20
17	39	19
18	39	18
19	53	20
20	53	26
21	53	25
22	53	21
23	53	22
24	24	13
25	40	20
26	40	17
27	40	17
28	48	19
29	48	19
30	48	20
31	48	22
32	48	20
33	48	19
34	48	17
35	25	33
36	25	16
37	25	17
38	25	18
39	25	19
40	25	19
41	25	20
42	25	21
43	25	19
44	25	19

SEE SHEET 2 OF 4 FOR LEGAL DESCRIPTION AND SURVEY NOTES. THIS SURVEY IS NOT COMPLETE WITHOUT ALL SHEETS.

Moore Bass

CONSULTING
DALLAS/FT. WORTH DESTIN ATLANTA

1231 AIRPORT RD., STE 205
DESTIN, FLORIDA, 32541
TEL. 850-269-2800
FAX 850-269-2898
LB 7411

PROJECT NUMBER: D33.001

DRAWING NAME: D33.01.SLL.dwg

SURVEY DATE: 08/04/09

FIELD BOOK: 68/51-53

PROJECT DESCRIPTION:

SUBMERGED LAND LEASE

DESTIN FISHING FLEET

SHEET

3

OF

4

GRAPHIC SCALE



1 inch = 60 ft

SUBMERGED LAND LEASE SURVEY

APPROXIMATE
MEAN HIGH WATER
LINE AS OF 4-22-05
NGVD (29) = 0.78'
NAVD (88) = 0.35'

APPROXIMATE
MEAN HIGH WATER
LINE AS OF 4-22-05
NGVD (29) = 0.78'
NAVD (88) = 0.35'

SUBMERGED
LAND LEASE (74,072 SF)

DESTIN HARBOR

APPROXIMATE
RIPARIAN LINE
PER ORB 2484 PG
4754 ATTACHMENT
A, SHEET 9 OF 13

APPROXIMATE
RIPARIAN LINE
PER ORB 2484 PG
4754 ATTACHMENT
A, SHEET 9 OF 13

LEGEND

- LP LIGHT POLE
- FP FUEL PUMP
- ① SLIP NUMBER

SEE SHEET 2 OF 4 FOR LEGAL DESCRIPTION AND SURVEY NOTES. THIS SURVEY IS NOT COMPLETE WITHOUT ALL SHEETS.

Moore Bass
CONSULTING
TALLAHASSEE DESTIN ATLANTA

1221 AIRPORT RD, STE 205
DESTIN, FLORIDA, 32541
TEL 850-269-2800
FAX 850-269-2888
LB 7411

PROJECT NUMBER: D83.001
DRAWING NAME: D83.01.SLL.dwg
SURVEY DATE: 08/04/09
FIELD BKPG 66/61-63

PROJECT DESCRIPTION:
SUBMERGED LAND LEASE
DESTIN FISHING FLEET

SHEET
4
OF
4

H.N.
N. F. 10.50
D. T. 10,500.00
TAL 10,510.50

Tax I.D. #00-2-S-22-W-0630-0000-07F0
00-2-S-22-W-0630-0000-07G0

This instrument prepared by:
D. MICHAEL CHESSER
1201 Eglin Parkway
Shalimar, FL 32579
(904) 651-9944

** OFFICIAL RECORDS **
BK 1716 PG 698

*****[space above this line for recording information]*****

CORPORATE WARRANTY DEED

THIS WARRANTY deed is made and executed the 21st day of December, 1992, by SPENCE BROTHERS PROPERTIES, INC., a corporation existing under the laws of the STATE OF FLORIDA, and having its principal place of business at 301 Bayshore Drive, Niceville, Florida, hereinafter called the GRANTORS, to DESTIN FISHING FLEET, INC., a Florida corporation, whose address is 321 Highway 98 East, Destin, Florida 32541, hereinafter called GRANTEE:

(Whenever used herein the terms GRANTOR and GRANTEE, include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and all successors and assigns of corporations.)

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situated in OKALOOSA COUNTY, Florida, via;

Lot 7F and East 1/2 of Lot 7G, Moreno Point Military
Reservation, Okaloosa County, Florida

SUBJECT TO: That certain easement to the Department of
Transportation for drainage recorded in Deed Book 207,
Page 210, of the Public Records of Okaloosa County, Florida.

TOGETHER WITH ALL the tenements, hereditaments and appurtenances
thereto belonging or in any wise appertaining

TO HAVE AND TO HOLD, The same in fee simple forever.

FLORIDA DOCUMENTARY STAMP TAX REQUIRED
BY LAW IN THE AMOUNT OF \$ 10,500.00 HAS
BEEN PAID. NEWMAN C. BRACKIN, CLERK
OKALOOSA COUNTY.
BY: Pat. J. Allen

AND the Grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whosoever and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1992.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

SPENCE BROTHERS
PROPERTIES, INC.

Signed, sealed and delivered

Linda D. Blair

WITNESS

LINDA D. BLAIR

Print or type name

Michael Chesser

WITNESS

D. Michael Chesser

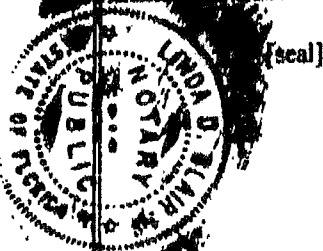
Print or type name

By: Walter F. Spence
WALTER F. SPENCE, President

[corporate seal]

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 21st of December, 1992 by WALTER F. SPENCE, President of SPENCE BROTHERS PROPERTIES, INC. known to me or who have produced their driver's licenses as Walter F. Spence and who did/did not take an oath.



Linda D. Blair
NOTARY PUBLIC

LINDA D. BLAIR
Print or type name

My commission expires: March 11, 1995

Form.Corpdeed.doc



FILE# 1233330
OKALOOSA COUNTY, FLORIDA

REC: DEC 21 1992 @ 12:18 PM
NEWMAN C BRACKIN, CLERK

STATE OF FLORIDA
COUNTY OF OKALOOSA

AMENDMENT TO
LEASE AGREEMENT FOR RIPARIAN RIGHTS

THIS AMENDMENT TO LEASE AGREEMENT FOR RIPARIAN RIGHTS ["Agreement"] is entered into on this 14th day of May, 2010 by and between the City of Destin ["CITY"] and Destin Fishing Fleet, Inc., a Florida Corporation, ["DESTIN FLEET"] for the purpose of amending that certain LEASE AGREEMENT FOR RIPARIAN RIGHTS entered into between Destin Fleet and the predecessor in interest to CITY.

WHEREAS, DESTIN FLEET is the owner of a parcel of land located in the City of Destin, Florida, the legal description for said parcel being Lot 7F and the east ½ of Lot 7G, Moreno Point Military Reservation, Okaloosa County, Florida, containing approximately 3.17 acres ["Parcel 1"]; and

WHEREAS, CITY is the owner of a parcel of land located in the City of Destin Florida adjoining the western boundary of Parcel 1, the legal description of said CITY parcel being the Westerly 68 feet of Lot 7G, Moreno Point Military Reservation Survey of lots in Destin, Okaloosa County, Florida, ["Parcel 2"] the immediate predecessor in title to CITY's ownership of said parcel being Millard Royal Melvin; and

WHEREAS, on or about March 25, 1993, DESTIN FLEET and Millard Royal Melvin, entered into a document entitled LEASE AGREEMENT FOR RIPARIAN RIGHTS ["Original Lease Agreement"], attached as Exhibit "A", which agreement was recorded in the official records of Okaloosa County Florida at book 1790, page 1576, and which binds and benefits parcels 1 and 2 above; and

WHEREAS, DESTIN FLEET and CITY acknowledge that they are the parties in interest to the Original Lease Agreement, CITY being the successor in interest to Millard Royal Melvin, and that DESTIN FLEET and CITY are subject to and bound by the terms of the Original Lease Agreement and any amendments thereto; and

WHEREAS, the CITY has acquired Parcel 2 for the purpose of constructing a CITY Park on the parcel, and is in need of the amendments provided herein to accommodate that Park, and

WHEREAS, DESTIN FLEET is willing to amend the terms of the Original Lease Agreement as provided herein so as to facilitate the construction of a new CITY park on Parcel 2, including establishing several park amenities upon leased submerged lands adjacent to Parcel 2 which would not be allowed under the Original Lease Agreement; and

JCH
SS

WHEREAS, the CITY has agreed to relinquish its right to income, use, and control of three of its six slips to the Destin Fleet, and to convert the remaining three slips from which the CITY has a right to receive income into "transient slips"; and

WHEREAS, transient slips do not require parking facilities; and

WHEREAS, the CITY is in need of removing the parking spaces that the Lease Agreement presently requires to be located on Parcel 2; and

WHEREAS, the CITY wishes to better define the specific area over which the DESTIN FLEET has a right of access across its property.

WHEREAS, CITY and DESTIN FLEET now wish to amend the terms of the Original Lease Agreement as provided herein so as to provide for the release of parking rights of DESTIN FLEET on Parcel 2; and

WHEREAS, CITY and DESTIN FLEET now wish to amend the terms of the Original Lease Agreement as provided herein so as to supplement and clarify ingress, egress and riparian rights from CITY to DESTIN FLEET upon, over and above the Southern 10' of Parcel 2; and

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. **RECITALS.** The recitals set forth in the preceding "Whereas" clauses are true and correct, and are incorporated herein and form a material part of this Agreement.

B. **TERMS OF AMENDMENT.**

1. The "CITY of Destin", or "CITY", as the context requires, shall be inserted where-ever "Royal Melvin" or "MELVIN", appears in the Original Lease. References in this Amendment to a specific paragraph are to the paragraphs as numbered in the Original Lease.
2. The Original Lease is ratified and confirmed, except as otherwise specifically amended by this Amendment.
3. Paragraph 5 is hereby amended by the following deletion:

MELVIN hereby assigns to the DESTIN FLEET his right to receive from the State of Florida a submerged land lease to the property South of and adjacent to Parcel 2. In consideration for that, MELVIN will have use and control over the first six (6) slips on the West side of the Western

524
SS

~~most dock.~~ All slips will be a minimum of eighteen (18) feet in width, inside dimension.

And the following shall be inserted:

"The CITY shall have use and control over the three Northernmost slips on the West side of the Westernmost dock."

4. Paragraph 6, as set forth below, is deleted entirely, and the language that follows shall be inserted.

~~MELVIN will be responsible for providing parking on Parcel 2 for the six (6) slips assigned to him. MELVIN will provide at least fifteen (15) parking spaces and the Destin Fishing Fleet, Inc. will provide an additional fifteen (15) spaces for a total of thirty (30) parking spaces. For purposes of this agreement, a "charter boat" as that term is generally used in Destin, requires approximately five (5) parking spaces. The DESTIN FLEET will determine an average maximum capacity of the boats using DESTIN FLEET slips. "Maximum Capacity" will be defined, as the maximum number of passengers which each boat is certified by the Coast Guard to carry. The average for DESTIN FLEET tenants will be determined, using 49 as the maximum number which a head boat may legally carry. The maximum total capacity of all boats using MELVIN's slips will not exceed the average maximum capacity for all the DESTIN FLEET spaces, times the number of MELVIN's spaces (six). The DESTIN FLEET will provide copies of the certifications for each tenant vessel, upon request by MELVIN. MELVIN will provide copies to the FLEET upon request. The DESTIN FLEET BOARD will re-evaluate the average when deemed necessary to protect the availability of parking in the project. That fact that either DESTIN FLEET or MELVIN permits the other to make use of its parking by guests of the other is not to be construed to create a prescriptive right or easement in favor of the other. The parking to be provided by each party will be reciprocal, for use of this project only. The DESTIN FLEET will not be responsible for providing parking under this agreement for any use other than for boat slips in this project. If the DESTIN FLEET paves its parking, MELVIN will allow the DESTIN FLEET to pave his parking, if desired by the DESTIN FLEET. If DESTIN FLEET requires specific~~

JRH
SS

~~lighting on MELVIN property, MELVIN agrees to allow the DESTIN FLEET to place lights on his property at DESTIN FLEET'S expense. Each party will be responsible for liability insurance applicable to parking on his or its property for business invitees. Each may have other enterprises on his or its property, and each will provide at least the minimum number of spaces for those activities. Each will have a reciprocal right of ingress and egress across the other's property for the purpose of exercising the parking rights given by this agreement.~~

Insert: "The CITY waives any right or claim to the three Southern-most of the first six slips on the west side of the western dock, and the CITY will have no obligation to provide parking on Parcel 2 for boat slips.

5. The following deletions shall be made in Paragraph 8:

MELVIN, or his tenants, will have the same obligation as other tenants within the DESTIN FISHING FLEET as to the following expenses:

- A. ~~Sales tax, if any, attributed to this agreement or to any boat making use of the slips reserved herein for MELVIN.~~
- B. Utility expenses for the MELVIN boat slips on a prorata basis if on same system as DESTIN FLEET. If MELVIN requests separate utilities it will be at MELVIN'S own expense.
- C. ~~Land taxes attributable to the MELVIN land (Parcel 2)~~
- D. Insurance on the slips reserved for MELVIN. (If the DESTIN FLEET provides over-all coverage for the dock, the portion attributable to MELVIN's slips shall be paid by MELVIN)
- E. Solid waste/garbage disposal fees on a prorata basis if on the same system as DESTIN FLEET. If MELVIN desires separate solid waste/garbage disposal, it will be at MELVIN'S own expense.

6. The following deletion shall be made in Paragraph 10:

In the event the proposed boardwalk is constructed across Parcel 1, MELVIN will permit the construction of the proposed boardwalk across Parcel 2. If the boardwalk is required to be built by the CITY of Destin, MELVIN will pay ~~1/2~~ the cost of construction of the boardwalk.

JA H
88

7. Paragraph 11 shall be amended as follows:

~~MELVIN will continue to use his property individually, until such time as the DESTIN FISHING FLEET, INC. receives its permits and begins construction. Thereafter, MELVIN will coordinate timing of construction of the proposed dock and other facilities, and will require the slips presently located on his property to be vacated to accommodate construction. MELVIN will pay the submerged land lease fee to the State of Florida for the submerged land leases which are contiguous to and in accommodation for Parcel 2, until such time as the submerged land lease by the entire property is granted by the State of Florida. Thereafter, the submerged land lease fee to the State of Florida will be paid by the DESTIN FISHING FLEET, INC. for the entire project, including the submerged land lease applicable to and adjacent in Parcels 1 and 2.~~

And the following shall be inserted:

"Costs attributable to the operation, maintenance, submerged land lease fee, and other expenses attributable to the three (3) slips allocated to the CITY will be paid on a pro-rata basis by the CITY."

8. Paragraph 13 will be deleted entirely, as follows:

~~MELVIN will have the right to all income from the six (6) slips reserved for him on the Westernmost dock, MELVIN will be entitled to the same benefits and uses of the project, and will be entitled to receive slip rental, as if he were Lessor of six (6) slips in the facility. It is anticipated that a distinction will be made between "charter boats" and "head boats" for all tenants. The definitions of these terms may change from time to time, in the discretion of the Board of Directors of the DESTIN FISHING FLEET, INC., and as needed to accommodate the project. However, unless the parties agree to the contrary in writing, MELVIN's slips will be used for charter boats only.~~

And in its place the following shall be inserted:

"The CITY's three slips are to be held open for transient boats, the slips for which will be clearly marked by the CITY as not for overnight mooring or living aboard. The CITY's

524
88

slips shall be operated pursuant and subject to the same standards of conduct, care, and maintenance as are applicable to other boats moored on Parcel 1.

9. Paragraph 18 is deleted in its entirety as follows:

~~This Agreement for Joint Use of Land will be effective and will bind the parties if construction commences on Parcels 1 and 2 of the project planned by the DESTIN FISHING FLEET, INC. within two (2) years from the effective date of this instrument. If construction does not commence within two (2) years from the effective date of this Agreement, this Agreement will be null and void and will not bind any of the parties in any way. Should the proposed marina facility not be constructed by DESTIN FLEET and if Parcel 1 is to be sold to another party, then this Agreement will be null and void and DESTIN FLEET will reassign and vest in MELVIN all permits and leases previously assigned under this agreement by MELVIN to DESTIN FLEET.~~

10. Paragraph 20 is deleted, as follows:

~~The DESTIN FLEET will construct the pier to minimize the time MELVIN is without a pier. DESTIN FLEET will do whatever is in its own power to do to assure that the MELVIN slips are completed within thirty (30) days from the date his existing slips are razed.~~

11. The following Paragraph 21 shall be added to the Lease:

CITY hereby grants and conveys to DESTIN FLEET, the following easements (hereinafter the "Easements") over, upon and above the South 10' of Parcel 2 (hereinafter "Easement Area")

1. A non-exclusive easement for ingress, egress, and utilities, and including riparian rights, upon, over and above the Easement Area for the purpose of allowing Grantee to construct, repair, and maintain the Marina Improvements and operate the Marina located, or to be located, by DESTIN FLEET on sovereign submerged lands pursuant to a Sovereign Submerged Land Lease between DESTIN FLEET and the Board of Trustees.

2. The easements granted hereby are for the express purpose of providing DESTIN FLEET with the

JAK
88

necessary riparian rights to the uplands and necessary rights for ingress, egress, and utilities and parking, for the purpose of allowing DESTIN FLEET to construct, repair, and maintain the Marina Improvements and operate the Marina located or to be located by DESTIN FLEET on sovereign submerged lands pursuant to a sovereignty submerged land lease between DESTIN FLEET and the Board of Trustees.

12. The following Paragraph 22 shall be added:

The CITY will keep and maintain, during the term of this agreement, insurance for general liability, including personal injury, bodily injury, broad form property damage, and operations hazards, in the amounts kept for all other events and purposes, and will reflect the DESTIN FLEET as a certificate holder and an additional insured. The amounts of coverage will be no less than \$3,000,000 for each occurrence and \$6,000,000 in the annual aggregate.

13. The following Paragraph 23 shall be added:

The allocation by this Amendment of three additional slips by the CITY as transient slips in no way changes the status of the DESTIN FLEET Marina as a "Commercial (Working) Marina", as defined by the CITY's Land Development Code (LDC). All parties agree that any and all Working Marina benefits, now offered by the CITY to marinas with 40 commercial boats, will be afforded to DESTIN FLEET in the future as long as the DESTIN FLEET has at least 40 slips of which 3 may be transient.

14. The following Paragraph 24 shall be added:

Notwithstanding anything in this Agreement to the contrary, the following additional uses may be made in the submerged lands area adjacent to Parcel 2:

Kayak Launch. CITY will be permitted to establish a Kayak launching facility in the leased submerged lands adjacent to Parcel 2. Such facility will be situated so as to avoid interference with charter boat operations as approved by the DESTIN FLEET. Approval by the DESTIN FLEET will not be unreasonably withheld. The CITY will use its best efforts to monitor use of the facility by CITY guests for their safety. As between the CITY and the DESTIN FLEET, the

524
8

CITY will be responsible for the safety of person's using CITY property for exercise of the rights granted by this paragraph.

Wildlife Observation Platform. CITY will be permitted to construct a wildlife observation platform on the leased submerged lands adjacent to the Parcel 2, so long as such structure is situated so as to avoid interference with charter boat operations, as approved by the DESTIN FLEET. Approval will not be unreasonably withheld.

15. The following Paragraph 25 shall be added:

New CITY Park and Harbor Boardwalk. Plans for the new CITY park provide for a boardwalk which the CITY plans to extend from the approximate location of the Harbor Walk Village eastward past Parcel 1 and Parcel 2, and other attractions and amenities common to a CITY park. CITY will use best efforts to expedite the construction of the CITY Park improvements, and to complete the boardwalk on Parcel 2. At no time shall the DESTIN FLEET be required to provide parking on Parcel 1 for activities of or guests utilizing Parcel 2. It shall be the responsibility of the CITY to provide, maintain, monitor and clean up the Destin Fleet's parking areas for all CITY activities. The CITY will provide restroom facilities on Parcel 2 to serve the CITY Park. Interim restroom facilities will be provided by the CITY on Parcel 2, at CITY expense, by adequate lease restroom facilities for any special events.

16. The following Paragraph 26 shall be added:

Sovereign Immunity. Nothing in this Agreement is intended to nor shall be construed to waive the CITY's rights and immunities under the Florida Constitution, Common law, or Florida Statutes §768.28, as amended from time to time.

All other terms and provisions of the Original Lease Agreement which were not specifically modified hereby, or which are not directly in conflict with this Agreement, shall remain unmodified and in full force and effect.

This Agreement shall be recorded in the official records of Okaloosa County, Florida and shall constitute a covenant running with the land. The terms, conditions, covenants and obligations of this Agreement shall be binding upon heirs, successors and assigns of the parties hereto.

JAH
88

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have set their hands and seals on the dates below written.

CITY OF DESTIN

Date 5/5/2010

By *[Signature]*
SARAH "SAM" SEEVERS, MAYOR

ATTEST:

[Signature]
REX BAILEY, CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

[Signature]
J. JEROME MILLER, CITY ATTORNEY

DESTIN FISHING FLEET, INC.

[Signature]

WITNESS
Melissa Windes

[Signature]

WITNESS
MARTI CARPENTER

STATE OF FLORIDA
COUNTY OF OKALOOSA

By *[Signature]*
STEVE HAEUSLER
As its: VICE-PRESIDENT

The foregoing instrument was acknowledged before me on this 4th day of May, 2010, by Steve Haessler, Vice-President, Destin Fishing Fleet, Inc., who is personally known to me or who produced as identification, and who did/did not take an oath.

(SEAL)



MARY ANNE WINDES
MY COMMISSION # DD 012407
EXPIRES: January 9, 2011
Bonded Thru Budget Notary Services

[Signature]
NOTARY PUBLIC
Printed Name: Mary Anne Windes
My Commission Expires: Jan 9, 2011

H.A.
STATE OF FLORIDA
COUNTY OF OKALOOSA

#3750 5
** OFFICIAL RECORDS **
BK 1790 PG 1576

LEASE AGREEMENT FOR RIPARIAN RIGHTS

This is an Agreement for use of submerged land by which the parties will make use of adjacent land and riparian rights. The parties to this Agreement are the DESTIN FISHING FLEET, INC. [DESTIN FLEET], owner of Parcel 1 as described below, and MILLARD ROYAL MELVIN [MELVIN], owner of Parcel 2 as described below.

The DESTIN FLEET owns a parcel of approximately 3.17 acres, on which it has designed and plans to build a marina, including parking facilities, boat slips, docks, fuel storage facilities, and possibly a restaurant or other commercial facilities. MELVIN owns a parcel adjacent to the DESTIN FLEET land. The submerged land south of MELVIN's parcel has been integrated into the land design and permit application for construction of the DESTIN FLEET docking facility. If a permit is granted for construction of the pier on Parcel 1 as submitted, the submerged land adjacent to MELVIN's harbor-front land will be included in the plan. The cost of construction of the pier and other improvements and permits on Parcels 1 and 2 will be totally the expense of the Destin Fleet. A copy of the conceptual plan, showing generally the location and relationship of the parcels, is attached hereto.

CONSIDERING THE FOREGOING, and for the mutual benefit of the parking described herein, the parties agree as follows:

1. The DESTIN FISHING FLEET, INC. is a Florida corporation incorporated and authorized to do business in Florida. The DESTIN FISHING FLEET, INC., called in this agreement the "DESTIN FLEET", is the owner of Parcel 1, a legal description of which is as follows:

Lot 7F and the East 1/2 of Lot 7G, Moreno Point Military
Reservation, Okaloosa County, Florida.

2. **MILLARD ROYAL MELVIN** resides at 206 Highway 98 East, Destin, Florida 32541, and is the fee-simple owner, of Parcel 2, described herein as follows:

The Westerly 68 Feet of Lot 7-G, Moreno Point Military Reservation
Survey of Lots in Destin, Okaloosa County, Florida.

3. Parcel 1 has been master planned into the **DESTIN FISHING FLEET** docking facility which is to comprise forty-one (41) boat spaces, shown on the land plan. The Parcel 1 upland property will contain parking spaces, commercial locations, support facilities for fuel pumps, lines, and tanks, and such office and restroom facilities as are needed to serve the project, and may contain other activities or structures as from time to time may be in the best interest of the project, as determined by the **DESTIN FISHING FLEET, INC.** Board of Directors. The plans for the **MELVIN** parcel may be altered to provide additional access to **MELVIN'S** water-front parking. Otherwise, the plans are not to be changed without **MELVIN'S** written consent.

4. The **DESTIN FLEET** has made use of the submerged land South of and adjacent to Parcel 2, in designing its project. **MELVIN** has permitted his land to be included in the development plans for purpose of issuance of permits and for the State of Florida submerged land lease, in consideration for the use by **MELVIN** of the rights described herein. The Destin Fleet will, pursuant to this agreement, have use of the submerged land south of and adjacent to Melvin's upland property. If the State of Florida submerged land lease is issued to Melvin, he will immediately assign it, at the cost of the Destin Fleet, to the Destin Fleet.

5. **MELVIN** hereby assigns to the **DESTIN FLEET** his right to receive from the State of Florida a submerged land lease to the property South of and adjacent to Parcel 2. In consideration for that, **MELVIN** will have use and control over the first six (6) slips on the West side of the Western most dock. All slips will be a minimum of eighteen (18) feet in width, inside dimension.

6. MELVIN will be responsible for providing parking on Parcel 2 for the six (6) slips assigned to him. MELVIN will provide at least fifteen (15) parking spaces and the Destin Fishing Fleet, Inc. will provide an additional fifteen (15) spaces for a total of thirty (30) parking spaces. For purposes of this agreement, a "charter boat" as that term is generally used in Destin, requires approximately five (5) parking spaces. The DESTIN FLEET will determine an average maximum capacity of the boats using DESTIN FLEET slips. "Maximum Capacity" will be defined as the maximum number of passengers which each boat is certified by the Coast Guard to carry. The average for DESTIN FLEET tenants will be determined, using 49 as the maximum number which a head boat may legally carry. The maximum total capacity of all boats using MELVIN's slips will not exceed the average maximum capacity for all the DESTIN FLEET spaces, times the number of MELVIN's spaces (six). The DESTIN FLEET will provide copies of the certifications for each tenant vessel, upon request by MELVIN. MELVIN will provide copies to the FLEET upon request. The DESTIN FLEET BOARD will re-evaluate the average when deemed necessary to protect the availability of parking in the project. That fact that either DESTIN FLEET or MELVIN permits the other to make use of its parking by guests of the other is not to be construed to create a prescriptive right or easement in favor of the other. The parking to be provided by each party will be reciprocal, for use of this project only. The DESTIN FLEET will not be responsible for providing parking under this agreement for any use other than for boat slips in this project. If the DESTIN FLEET paves its parking, MELVIN will allow the DESTIN FLEET to pave his parking, if desired by the DESTIN FLEET. If DESTIN FLEET requires specific lighting on MELVIN property, MELVIN agrees to allow the DESTIN FLEET to place lights on his property at DESTIN FLEET's expense. Each party will be responsible for liability insurance applicable to parking on his or its property for business invitees. Each may have other enterprises on his or its property, and each will provide at least the minimum number of spaces for those activities. Each will have a reciprocal right of ingress and

egress across the other's property for the purpose of exercising the parking rights given by this agreement.

7. The DESTIN FLEET will be responsible for construction costs of the dock and all associated improvements.

8. MELVIN, or his tenants, will have the same obligation as other tenants within the DESTIN FISHING FLEET as to the following expenses:

A. Sales tax, if any, attributed to this agreement or to any boat making use of the slips reserved herein for MELVIN.

B. Utility expenses for the MELVIN boat slips on a prorata basis if on same system as DESTIN FLEET. If MELVIN requests separate utilities, it will be at MELVIN'S own expense.

C. Land taxes attributable to the MELVIN land (Parcel 2).

D. Insurance on the slips reserved for MELVIN. (If the DESTIN FLEET provides over-all coverage for the dock, the portion attributable to MELVIN's slips shall be paid by MELVIN)

E. Solid waste/garbage disposal fees on a prorata basis if on the same system as DESTIN FLEET. If MELVIN desires separate solid waste/garbage disposal, it will be at MELVIN'S own expense.

9. The DESTIN FLEET shall have the first right of refusal for any bona fide offer received by MELVIN for purchase of Parcel 2. The DESTIN FLEET shall have that right of refusal for a period of fifteen (15) days after receipt by the DESTIN FLEET of a written copy of the offer, at the address herein, by Certified Mail. This first right of refusal to purchase Parcel 2 is personal to the Destin Fleet. If Parcel 1 is sold, a successor to the Destin Fleet will have no right to exercise the first right of refusal. Melvin's right to income from the Melvin slips will survive the sale of Parcel 1, and will benefit Melvin personally, or his appointee.

NAME AND ADDRESS for Notices to DESTIN FLEET:

NAME AND ADDRESS for Notices to MELVIN:

10. In the event the proposed boardwalk is constructed across Parcel 1, MELVIN will permit the construction of the proposed boardwalk across Parcel 2. If the boardwalk is required to be built by the City of Destin, MELVIN will pay 1/2 the cost of construction of the boardwalk.

11. MELVIN will continue to use his property individually, until such time as the DESTIN FISHING FLEET, INC. receives its permits and begins construction. Thereafter, MELVIN will coordinate timing of construction of the proposed dock and other facilities, and will require the slips presently located on his property to be vacated to accommodate construction. MELVIN will pay the submerged land lease fee to the State of Florida for the submerged land leases which are contiguous to and in accommodation for Parcel 2, until such time as the submerged land lease by the entire property is granted by the State of Florida. Thereafter, the submerged land lease fee to the State of Florida will be paid by the DESTIN FISHING FLEET, INC. for the entire project, including the submerged land lease applicable to and adjacent in Parcels 1 and 2.

12. MELVIN will execute such documentation as is necessary to assist in the acquisition of construction permits, and all other permits and submerged land lease applications as are necessary to accommodate the project. MELVIN will assign those leases and permits to the project as necessary for the project. The DESTIN FLEET

agrees to maintain the 25-foot setback from the West line of MELVIN's parcel, projected into the water.

13. MELVIN will have the right to all income from the six (6) slips reserved for him on the Westernmost dock. MELVIN will be entitled to the same benefits and uses of the project, and will be entitled to receive slip rental, as if he were Lessor of six (6) slips in the facility. It is anticipated that a distinction will be made between "charter boats" and "head boats" for all tenants. The definitions of these terms may change from time to time, in the discretion of the Board of Directors of the DESTIN FISHING FLEET, INC., and as needed to accommodate the project. However, unless the parties agree to the contrary in writing, MELVIN's slips will be used for charter boats only.

14. All "Tenants" of the project will, for all purposes, be treated the same. They will have the same entitlement to signage on the property, as determined by the DESTIN FISHING FLEET Board of Directors, and access to all facilities. MELVIN will advise his tenants at the time of their lease or rental agreement with him that his tenants are subject to the same rules and regulations as other tenants, including the maximum permitted capacity of tenant vessels.

15. Such rules and regulations as are made for the use of the slips, including the right to erect signs, the quality and condition of the upkeep of slips and boats, rules and regulations regarding use of the dock during foul weather, and other conditions of usage of the project will be the same for all tenants, including use of fish cleaning areas, whether those tenants are technically those of MELVIN or those of the DESTIN FISHING FLEET, INC.

16. The DESTIN FLEET is not to be responsible for leasing MELVIN's slips. On mutual agreement, the DESTIN FLEET may manage MELVIN's slips on his behalf. The terms and circumstances for such management, if any, will be as decided by the parties from time to time. However, in this agreement, the DESTIN FISHING FLEET,

INC. will have no duty or obligation to provide tenants for MELVIN's slips, and makes no guarantee of those tenants.

17. The term of this agreement will begin on the date it is signed by the parties. However, the term of this agreement will end if the project is not begun within twenty-four (24) months from the date of this agreement. In addition, this agreement will expire and terminate ninety-nine (99) years from this date, unless extended by mutual agreement of the parties, or at such earlier date as Parcels 1 and 2 are no longer jointly used for the project as described herein and as shown on the plat attached hereto.

18. This Agreement for Joint Use of Land will be effective and will bind the parties if construction commences on Parcels 1 and 2 of the project planned by the DESTIN FISHING FLEET, INC. within two (2) years from the effective date of this instrument. If construction does not commence within two (2) years from the effective date of this Agreement, this Agreement will be null and void and will not bind any of the parties in any way. Should the proposed marina facility not be constructed by DESTIN FLEET and if Parcel 1 is to be sold to another party, then this Agreement will be null and void, and DESTIN FLEET will reassign and vest in MELVIN all permits and leases previously assigned under this agreement by MELVIN to DESTIN FLEET. *M RM*
ckw

19. This agreement will survive closing of a construction loan on DESTIN FLEET'S parcel, and will inure to the benefit of the heirs, successors and assigns of both parties.

20. The DESTIN FLEET will construct the pier to minimize the time MELVIN is without a pier. DESTIN FLEET will do whatever is in its own power to do to assure that the MELVIN slips are completed within thirty (30) days from the date his existing slips are razed.

THIS AGREEMENT MADE AND EXECUTED this 23rd day of March, 1993.

Shawn H. Wood
WITNESS *Shawn H. Wood*
Janis H. Peterson
WITNESS JANIS H. PETERSON

Millard Royal Melvin
MILLARD ROYAL MELVIN

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned authority, personally appeared MILLARD ROYAL MELVIN, who is personally known to me or who has produced _____ as identification, and who did/did not take an oath, on this 25th day of March 1993.



Regina A. Medley
NOTARY PUBLIC

Print or type name

My Commission Expires: 2-17-97

DESTIN FISHING FLEET, INC.

By: Charles K. Winde, Jr.
KELLY WINDES, President

John M. Peterson
WITNESS John M. Peterson
WITNESS John M. Peterson

ATTEST: [Signature]

Secretary

STATE OF FLORIDA
COUNTY OF OKALOOSA

Before me, the undersigned authority, personally appeared KELLY WINDES, President of the DESTIN FISHING FLEET, INC., who is personally known to me or who has produced _____ as identification and who did/did not take an oath this 25th day of March, 1993.



Regina A. Medley
NOTARY PUBLIC

Print or type name

My Commission Expires: 2-17-97

2/93/td/melvin.doc/3/17/93



FILE# 1296267
OKALOOSA COUNTY, FLORIDA

RCD: NOV 12 1993 @ 3:10 PM
NEWMAN C BRACKIN, CLERK



The City of Destin

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-837-4242 | www.cityofdestin.com

May 14, 2020

Via Email

Florida Department of Environmental Protection ("FDEP")
Attn: Acting General Counsel Chadwick Stevens
Majory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Re: BOT Lease No. 462217069 ("Submerged Land Lease" or "SLL")

Dear Acting General Counsel Stevens,

Our law firms represent the City of Destin, Florida (the "City"). At its May 4, 2020, regular City Council meeting, the City Council directed us to contact FDEP regarding the above-referenced Submerged Land Lease, a copy of which is enclosed herein as Exhibit "A." Specifically, we were directed to ensure that FDEP's records accurately reflect the upland fee simple property owners.

Two separate properties comprise the upland fee to this SLL. The Destin Fishing Fleet, Inc. ("DFF") owns the upland property with a street address of 210 Harbor Boulevard, Destin, Florida 32541. The City owns the upland property located directly West of DFF's and with a street address of 206 Harbor Boulevard, Destin, Florida 32541. This fact is clearly depicted in the Submerged Land Lease Survey attached to the SLL as Attachment A. The deed transferring fee simple ownership of the property with a street address of 206 Harbor Boulevard, Destin, Florida 32541 to the City is attached hereto as Exhibit "B."

In response to a request for renewal by DFF of the SLL, an inspection was conducted by FDEP in April 2018. Despite the indisputable facts described above, in the State Land Lease Inspection Form dated April 3, 2018 (attached hereto as Exhibit "C,"), reflecting the then-current conditions of the SLL, the "Current Owner" is listed solely as DFF, the "upland use" is listed solely as a "Marina and Charter Boat Business," and the "linear footage of shoreline owned by the applicant immediately adjacent to sovereign submerged lands" is listed as "350." None of this is true or was true on the date the inspection was conducted. Both DFF and the City did own, and currently own a portion of the upland fees. Specifically, the upland use also includes a soon to be constructed City park, and the City owns 68 feet of the 350 which the Inspection Form states is owned by DFF (leaving the applicant with 282 feet of "linear footage of shoreline.").

Recognition of the City as the upland fee simple title owner to part of the property upland to the SLL could be critical to the City as it moves forward in various endeavors. Therefore, the City



respectfully requests that FDEP to update any records it may have concerning the above-referenced facts to reflect the information provided herein. Please do not hesitate to contact either of our offices if you require any additional information or documentation.

Sincerely,

ANCHORS SMITH GRIMSLEY, PLC

ROMANO KOPP LAW, PA

Kyle S. Bauman, Esq.
City Attorney
Anchors Smith Grimsley
909 Mark Walk Drive
Suite 1014
Fort Walton Beach, FL 32547

Kimberly Romano Kopp, Esq.
City Land Use Attorney
Romano Kopp Law, P.A.
P.O. Box 445
Destin, FL 32541

Enclosures: as stated

Cc: Lance Johnson, City Manager

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2020

TYPE OF AGENDA ITEM: City Manager Report

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):**

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2020

TYPE OF AGENDA ITEM: Public Hearing

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

DATE: May 12, 2020

SUBJECT: Jenkins Engineering, Inc. on behalf of HB 98, LLC is requesting approval of a Major Development Order for a 117 room hotel. The proposed project is located on the southeast corner of the intersection of Commons Drive and Henderson Beach Road (Parcel ID. #00-2S-22-0000-0001-A13J) within the Crystal Beach Multimodal District. The subject property consists of 2.56 acres, more or less.

I. BACKGROUND: Jenkins Engineering, Inc. on behalf of HB 98, LLC is requesting approval of a Major Development Order for a 117-room hotel. The proposed project is located on the southeast corner at the intersection of Commons Drive and Henderson Beach Road (Parcel ID. #00-2S-22-0000-0001-A13J) within the Crystal Beach Multimodal District. The subject property consists of 2.56 acres, more or less.

II. DISCUSSION:

The following **Comprehensive Plan Policy** and **Land Development Code** elements were applied in the review of this project:

A. COMPREHENSIVE PLAN POLICY ELEMENTS:

- **FLUM Designation:** The property has a Future Land Use Map Designation of **GRMU – Gulf Resort Mixed Use**. Therefore, the proposed project is consistent with the Comprehensive Plan.

- **Transportation Analysis:**

The project is within the **Crystal Beach Multimodal Transportation District (MMTD)** and meets the development standards detailed in Land Development Code (LDC) 8.09.03. The traffic analysis, dated January 24, 2020, indicates the proposed

development is estimated to generate 85 PM peak hour vehicle trips. The analysis is consistent with the technical methodology outlined in **LDC 6.05.05** and will be used to assist the City in determining the overall success of the MMTD as outlined in **Comprehensive Plan Policy 12-4.1.8.**

The roadways directly impacted by the project (Henderson Beach Road and Commons Drive) are within Okaloosa County jurisdiction. Therefore, per the Unified Transportation concurrency Management System (UTCMS) interlocal agreement, the review of the traffic impact analysis and required mitigation strategies was coordinated with Okaloosa County. It was determined that modifications to Henderson Beach Road, **including a southbound left turn lane and sidewalks**, are required to mitigate the project's transportation impacts and therefore, meet the transportation concurrency requirements for Okaloosa County.

• **Building Height-Roofing-Floor Area Ratio-Density**

Height:

Maximum allowed: 65'/5 stories

Provided: 40'/ 4 stories

Pitched Roof:

Minimum required: 60%

Provided: 62.4%

Floor Area Ratio:

Maximum allowed: 1.30

Provided: 0.55

Density:

Maximum allowed: N/A

Provided: N/A

B. LAND DEVELOPMENT CODE (ZONING) ELEMENTS:

• **Zoning Designation:** The property has a Land Development Code Zoning Designation of **GRMU – Gulf Resort Mixed Use**. Therefore, the proposed project is consistent with the Land Development Code (LDC).

• **Platting:**

N/A

• **Right-of-Way Dedication:**

There is no right-of-way dedication involved with this project.

- **Ingress/Egress:**

Access to the property is provided by a direct accessway connection to Henderson Beach Road.

- **Pedestrian Network:**

A 10' wide sidewalk is being provided along the entire property frontage on Commons Drive. The existing sidewalk on Henderson Beach Road adjacent to the project is being reconstructed to a width of 8' with an additional 335 linear feet of 8' sidewalk being provided south to provide a connection to US Highway 98.

- **Parking:**

Required vehicle parking spaces: 124

Provided vehicle parking spaces: 128

Required minimum bicycle parking spaces: 7

Provided bicycle parking spaces: 7

- **Setbacks:**

Required:

Front: Min. 10' feet/ Max. 20'

Sides: 15' feet

Rear: 15' feet

Proposed:

Front: 15.3' feet

Sides: 231.6' North/ 116.2' South

Rear: 73.2'

- **Landscape:**

Front perimeter/common boundary: Minimum requirements met

Interior parking landscape: Minimum requirements met

Buffer zone: Minimum requirements met

Preservation and Restoration of Trees:

Acres of development: 2.56

Reforestation trees required: 26

Preserved trees: 0 tree credits

(0 preserved trees)

Required additional trees: 26

Total required trees: **26**

Total trees provided: **26**

- **Open Space:**

Minimum required: 25 %

Provided: 30 %

- **Signage:**

The FDOT Stop sign and Stop bar will be included. All future signs must comply with the sign code section of the Destin Land Development Code in effect at the time a sign application is submitted.

- **Impact Fees:**

Final impact fee amounts will be determinant upon the gross floor area of the overall development land uses and whether exemption or credits are applicable and reevaluated at the time a Certificate of Occupancy is requested. The impact fees for the proposed project are estimated to be:

20-09 – TRU Hilton										
LAND USE	UNITS	PARK		LIBRARY		POLICE		TRANS.		TOTAL
		RATE	FEE	RATE	FEE	RATE	FEE	RATE	FEE	
Hotel/Motel	117	\$243.00	\$28,431.00	\$ -	\$ -	\$11.00	\$1,287.00	\$ 981.00	\$114,777.00	
Total			\$28,431.00		\$ -		\$1,287.00		\$114,777.00	\$144,495.00

Other Fees:

N/A

C. CONCURRENCY MANAGEMENT:

- **Traffic:** The project meets transportation concurrency per the Unified Transportation concurrency Management System (UTCMS) interlocal agreement with Okaloosa County.

- **Stormwater Management:** The Concurrency Evaluation Certificate was signed by the City's Engineering Division on March 10, 2020.

- **Potable Water/Sanitary Sewer:** The Concurrency Evaluation Certificates were signed by Destin Water Users on November 8, 2019.

- **Solid Waste:** The Concurrency Evaluation Certificate was signed by Waste Management on April 8, 2020.

- **Utilities:** All utilities are required to be underground.

D. OTHER REQUIREMENTS AND PERMITS:

- **Airport Protection:**

As proposed, this project is not affected by nor affects the Destin – Ft. Walton Beach Airport. The applicant has indicated on the development order application that the proposed project is not within the Airport Expansion Area. **NOTE:** If construction necessitates the use of a crane, or other obstruction, which exceeds Federal Aviation Administration FAR 77 Standards (normally 200 feet above ground level), the

applicant must request a variance from the FAA for temporary encroachment into this restrictive area and a copy of a completed FAA Form 7460, must be placed on file with the City of Destin prior to the crane, or other obstruction, penetrating the restricted airspace.

• **White Sand Zone:**

The proposed project is NOT located within White Sands Zones.

• **Other Fees:**

N/A

• **Clearing Permit:**

Prior to the issuance of a Clearing Permit, a clearing plan must be submitted and approved by the Community Development Department.

• **Certificate of Occupancy:**

Prior to the issuance of a Certificate of Occupancy, all required parking and related landscaping shall be installed, inspected, and approved by the Engineering and Planning Divisions of the Community Development Department.

- A. **Link to Strategic Goals / Objectives:** Economic Development
- B. **Effect on Budget (EOB):** No effect on the Budget
- C. **Level of Service (LOS):** Improved traffic flow and safety.

III. CONCLUSION: Staff has determined that the application meets or exceed the minimum requirements for the Comprehensive Plan and Land Development Code for a major development. The report of the Technical Review Committee (TRC) that is required pursuant to sections **2.07.01(A) LDC**, is attached.

Following the required public notice and hearing, the City Council shall either approve, approve with conditions, approve with modifications or deny the Community Development staff's recommendation. The City Council should review this project based on the Major Development requirement of the **LDC Section 2.07.01(B)** criteria and render its decision on the application in accordance with the following:

1. Determine conformity of the proposed development with the Comprehensive Plan, this Code, other applicable requirements and the items enumerated in **Section 2.07.01(A) LDC**.
2. Hear and address concerns and desires of surrounding landowners and other

affected persons.

3. Consider any rule, objective or policy of the Comprehensive Plan or any other criterion applicable to the particular development proposals in formulating its recommendation to either approve or deny the development proposal.
4. If the proposal is approved or approved with conditions, the City Council shall instruct the City Manager, or designee, to authorize the issuance of a development order that complies with **Section 2.08.00 LDC**.
5. If the proposal is approved with modifications, a development order may be authorized by the City Manager, or his designee once the required modifications have been completed and approved by the appropriate TRC members.
6. If the proposal is denied based upon the applicant's failure to meet the requirements of the Comprehensive Plan and Land Development Code in the proposed development plan(s), the application will become null and void, the applicant will lose in-line priority consideration for concurrency. The applicant will have to submit a new application and start the review process over in order to secure consideration for approval of the proposal.

IV. RECOMMENDED MOTION: I move to approve/deny the Major Development identified as “TRU Hilton.”

Attachments:

1. 19-17_TRUHiltonDO Final Draft_1
2. FINAL PLANS
3. FINAL Architecturals
4. Okaloosa County ROW
Improvements



Community Development

Planning Division

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-837-4242 | www.cityofdestin.com

May XX, 2020

Development Order No. 20-09

Final Development Order:

**TRU HILTON HOTEL
MAJOR DEVELOPMENT ORDER
(19-17-SP)**

Based upon the City Council's approval and issuance of this Development Order on May XX, 2020, this document will serve as your Final Development Order, and includes all of the provisions and conditions in the attached Technical Review Committee Report.

Jenkins Engineering, Inc. on behalf of HB 98, LLC is requesting approval of a Major Development Order for a 117 room hotel. The proposed project is located on the southeast corner of the intersection of Commons Drive and Henderson Beach Road (Parcel ID. #00-2S-22-0000-0001-A13J) within the Crystal Beach Multimodal District. The subject property consists of 2.56 acres, more or less.

DETERMINATIONS:

1. This final development order is in accordance with the approved construction documents, which is inclusive of the site plan, drainage plan, landscape plan, outdoor lighting plan, architectural plans, etc., and dated approved May 18, 2020.
2. All the findings and requirements of the Technical Review Committee (TRC) report are incorporated herein.

CONDITIONS OF APPROVAL:

1. Pursuant to the City of Destin Land Development Code:

Construction of infrastructure must commence within one (1) year of approval date (date from which the Final Development Order is issued by the Community Development Department) of the Final Development Order on May XX, 2020 (no later than May XX, 2021), and must be completed as shown on plans approved by the Technical Review Committee (TRC).

WARNING: If the applicant/owner has not obtained a building permit(s) for either the construction of infrastructure or construction of the entire project and that construction has not commenced within one (1) year of issuance of the final development order, the final development order will become null and void and the application for development order approval must be re-initiated (Article 2, Section

2.21.00).

NOTE: Construction of infrastructure shall be defined as site work, grading, or other construction activity (not including clearing and grubbing or demolition of existing structures) related to installation of roadways, access drives, parking lots, underground utilities, stormwater or drainage facilities, or building foundations (Article 2, Section 2.21.00).

NOTE: An applicant/owner who desires to extend the twelve (12) month (1 year) deadline for either the construction of infrastructure or construction of the entire project must submit a written request to the Community Development Department, no less than thirty (30) days prior to the expiration of the twelve (12) month deadline to obtain a building permit and commence construction of infrastructure or construction of the entire project. The applicant may receive only one extension, and such extension shall not exceed one year. The applicant /owner should review Article 2, Section 2.21.00, of the Destin Land Development Code for further explanation of the Development Order extension process.

2. If the applicant fully complies with the requirements of Condition No. 1. above, the concurrency capacity allocation status for **“Destin Water Users”** will be protected. **However, the protected concurrency status will be lost and the application for development order approval must be re-initiated if:**
 - A. **Construction permit(s) in association with construction of infrastructure or construction of the entire project are not obtained in accordance with Article 2, Section 2.10.00 of the Land Development Code to maintain concurrency, or**
 - B. **Construction activity ceases for a period of one (1) year after a building permit for construction of infrastructure or construction of the entire project has been issued so that concurrency is not maintained under Article 6 of the Destin Land Development Code.**
3. The applicant must obtain City of Destin permits for the following activities on and off site (these may require appropriate bonding):
 - A. Disturbance of the County’s Right-Of-Way (Note: Applicant must obtain the proper ROW permit(s) from the Public Works Department prior to issuance of building permits, unless otherwise exempted by the Public Works Director).
 - B. Pavement cuts.
 - C. Construction of any kind.
 - D. Clearing, grubbing, or demolition.
 - E. Paving, grading, drainage, sidewalks.
 - F. Signage.
 - G. Installation of utilities.
 - H. Construction trailers.

- I. Use of a crane.
4. The following items must be addressed in the appropriate order:
- A. **Prior to the issuance of any City Permit**, a sign must be posted on the subject property notifying the public of the emergency contact information of the person responsible for the project. Refer to section 7.01.02(B) of the Land Development Code for details on the size, location and contents of the sign. Additionally, a posting of emergency contact information sign affidavit must be submitted to the Planning Division prior to the issuance of any permits.
 - B. **Prior to the Commencement of Construction**, a permit, with a copy of the demolition plan for the site indicating the location of the Construction Site Screening, must be submitted and approved by the City. Said screening must meet the requirements set forth in Destin Code of Ordinances, Section 6-51 *Screen Criteria*.
 - C. **Prior to the issuance of any City Permit**, obtain a Florida Department of Transportation Right-of-Way Construction Permit and submit copy to the Public Services Department.
 - D. **Prior to the issuance of any City Permit**, obtain a FDEP NPDES permit and submit a copy to the Public Services Department.
 - E. **Prior to the issuance of any City Permit**, a copy of the Northwest Florida Water Management District (NFWFMD) storm water permit and a National Pollution Discharge Elimination System (NPDES) storm water construction generic Permit (if applicable) approval shall be provided.
 - F. **Prior to the issuance of a Certificate of Occupancy**, all applicable Impact Fees and other outstanding costs associated with this project that are owed to the City must be paid in full.

Estimated impact fee total: \$144,495.00
 - G. **Prior to the issuance of a Certificate of Occupancy**, the site layout, landscaping, outdoor lighting and architectural design must be inspected and approved by the Community Development Department.
 - H. **Prior to the issuance of a Certificate of Occupancy**, a Stormwater Operation/Maintenance Plan (SWOMP) approved by the City shall be acknowledged and signed by the Owner.
 - I. **Prior to the issuance of a Certificate of Occupancy**, assigned address number for the principal building shall be displayed and clearly visible and legible, preferably reflective, from the street or private way on which the building fronts with Arabic numerals not less than three inches in height and one-half inch in width. Numbers must be in a color contrasting to the building or other background. Assigned numbers for principal buildings which are not visible from the street or private way shall additionally be displayed at the intersection of the driveway and servicing street, and attached to a post, wall, fence or mailbox at a level to ensure visibility. *Ref. LDC Section 7.18.04.*

- J. **Prior to the issuance of a Certificate of Occupancy**, the modifications to Henderson Beach Road must be completed in coordination with the Okaloosa County Public Works and Planning Departments.

Louis Zunguze, MURP Community Development Director City of Destin	Date
---	------

Scott Jenkins, Authorized Agent Jenkins Engineering	Date
--	------

**TECHNICAL REVIEW COMMITTEE REPORT
TRU HILTON HOTEL
MAJOR DEVELOPMENT ORDER
(19-17-SP)**

ISSUE:

Applicant: HB98, LLC – Jason Crews
Agent: Jenkins Engineering, Inc. – Scott Jenkins
Location: Parcel ID(s). #00-2S-22-0000-0001-A13J
Request: Approval of a Major Development Order identified as “TRU Hilton.” The proposed project is a for a 117 room hotel.
Parcel Size: The subject property contains 2.56 acres, more or less
Future Land Use: Gulf Resort Mixed Use (GRMU)
Zoning District: Gulf Resort Mixed Use (GRMU)
Density: N/A
Intensity: 0.55
Application Date: July 12, 2019
Approved Site Plan Date: February 14, 2020

BACKGROUND:

Jenkins Engineering, Inc. on behalf of HB 98, LLC is requesting approval of a Major Development Order for a 117-room hotel. The proposed project is located on the southeast corner at the intersection of Commons Drive and Henderson Beach Road (Parcel ID. #00-2S-22-0000-0001-A13J) within the Crystal Beach Multimodal District. The subject property consists of 2.56 acres, more or less.

COMPREHENSIVE PLAN POLICY ELEMENTS:

- **FLUM Designation:**
The property has a Future Land Use Map Designation of **GRMU – Gulf Resort Mixed Use**. Therefore, the proposed project is consistent with the Comprehensive Plan.
- **Transportation Analysis:**
The project is within the **Crystal Beach Multimodal Transportation District (MMTD)** and meets the development standards detailed in **Land Development Code (LDC) 8.09.03**. The traffic analysis, dated January 24, 2020, indicates the proposed development is estimated to generate 85 PM peak hour vehicle trips. The analysis is consistent with the technical methodology outlined in **LDC 6.05.05** and will be used to assist the City in determining the overall success of the MMTD as outlined in **Comprehensive Plan Policy 12-4.1.8**.

The roadways directly impacted by the project (Henderson Beach Road and Commons Drive) are within Okaloosa County jurisdiction. Therefore, per the Unified Transportation concurrency Management System (UTCMS) interlocal agreement, the review of the traffic impact analysis and required mitigation strategies was coordinated with Okaloosa County. It was determined that modifications to Henderson Beach Road, **including a southbound left turn lane and sidewalks**, are required to mitigate the project’s transportation impacts and therefore, meet the transportation concurrency requirements for Okaloosa County.

- **Building Height-Roofing-Floor Area Ratio-Density**

- **Height:**

- Maximum allowed:

65'/5 stories

- Provided:

40'/ 4 stories

- **Pitched Roof:**

- Minimum required:

60%

- Provided:

62.4%

- **Floor Area Ratio:**

- Maximum allowed:

1.30

- Provided:

0.55

- **Density:**

- Maximum allowed:

N/A

- Provided:

N/A

LAND DEVELOPMENT CODE (ZONING) ELEMENTS:

- **Zoning Designation:** The property has a Land Development Code Zoning Designation of GRMU – Gulf Resort Mixed Use. Therefore, the proposed project is consistent with the Land Development Code (LDC).

- **Platting:**

N/A

- **Right-of-Way Dedication:**

There is no right-of-way dedication involved with this project.

- **Ingress/Egress:**

Access to the property is provided by a direct accessway connection to Henderson Beach Road.

- **Pedestrian Network:**

A 10' wide sidewalk is being provided along the entire property frontage on Commons Drive. The existing sidewalk on Henderson Beach Road adjacent to the project is being reconstructed to a width of 8' with an additional 335 linear feet of 8' sidewalk being provided south to provide a connection to US Highway 98.

- **Parking:**

- Required vehicle parking spaces:

124

- Provided vehicle parking spaces:

128

- Required minimum bicycle parking spaces:

7

- Provided bicycle parking spaces:

7

- **Setbacks:**

- Required:

- Front: Min. 10' feet/ Max. 20'

- Sides: 15' feet

Proposed:

- Front: 15.3' feet

- Sides: 231.6'North/ 116.2'South

Rear: 15' feet

Rear: 73.2'

- **Landscape:**
 - Front perimeter/common boundary:** Minimum requirements met
 - Interior parking landscape:** Minimum requirements met
 - Buffer zone:** Minimum requirements met
 - Preservation and Restoration of Trees:**
 - Acres of development:** 2.56
 - Reforestation trees required:** 26
 - Preserved trees:** 0 tree credits
(0 preserved trees)
 - Required additional trees:** 26
 - Total required trees:** 26
 - Total trees provided:** 26
- **Open Space:**
 - Minimum required:** 25 %
 - Provided:** 30 %

- **Signage:**

The FDOT Stop sign and Stop bar will be included. All future signs must comply with the sign code section of the Destin Land Development Code in effect at the time a sign application is submitted.
- **Impact Fees:**

Final impact fee amounts will be determinant upon the gross floor area of the overall development land uses and whether exemption or credits are applicable and reevaluated at the time a Certificate of Occupancy is requested. The impact fees for the proposed project are estimated to be:

20-09 – TRU Hilton

LAND USE	UNITS	PARK		LIBRARY		POLICE		TRANS.		TOTAL
		RATE	FEE	RATE	FEE	RATE	FEE	RATE	FEE	
Hotel/Motel	117	\$243.00	\$28,431.00	\$ -	\$ -	\$11.00	\$1,287.00	\$ 981.00	\$114,777.00	
Total			\$28,431.00		\$ -		\$1,287.00		\$114,777.00	\$144,495.00

CONCURRENCY MANAGEMENT:

- **Traffic:** The project meets transportation concurrency per the **Unified Transportation concurrency Management System (UTCMS)** interlocal agreement with Okaloosa County.
- **Stormwater Management:** The Concurrency Evaluation Certificate was signed by the City's Engineering Division (Stormwater Manager) on March 10, 2020
- **Potable Water/Sanitary Sewer:** The Concurrency Evaluation Certificates were signed by Destin Water Users on November 8, 2019.
- **Solid Waste:** The Concurrency Evaluation Certificate was signed by Waste Management on

April 8, 2020.

- **Utilities:** All utilities are required to be underground.

OTHER REQUIREMENTS AND PERMITS:

- **Airport Protection:**

As proposed, this project is not affected by nor affects the Destin – Ft. Walton Beach Airport. The applicant has indicated on the development order application that the proposed project is not within the Airport Expansion Area. **NOTE:** If construction necessitates the use of a crane, or other obstruction, which exceeds Federal Aviation Administration FAR 77 Standards (normally 200 feet above ground level), the applicant must request a variance from the FAA for temporary encroachment into this restrictive area and a copy of a completed FAA Form 7460, must be placed on file with the City of Destin prior to the crane, or other obstruction, penetrating the restricted airspace.

- **White Sand Zone:**

The proposed project is NOT located within White Sands Zones.

- **Other Fees:**

N/A

- **Clearing Permit:**

Prior to the issuance of a Clearing Permit, a clearing plan must be submitted and approved by the Community Development Department.

- **Certificate of Occupancy:**

Prior to the issuance of a Certificate of Occupancy, all required parking and related landscaping shall be installed, inspected, and approved by the Engineering and Planning Divisions of the Community Development Department.

TRU HILTON HOTEL

DESTIN, FLORIDA



VICINITY MAP
NOT TO SCALE

DUTY TO INDEMNIFY

THE CONTRACTOR SHALL DEFEND, INDEMNIFY, KEEP AND SAVE HARMLESS THE OWNER AND ENGINEER AND THEIR RESPECTIVE MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES, IN BOTH INDIVIDUAL AND OFFICIAL CAPACITIES, AGAINST ALL SUITS, CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, CAUSED BY, GROWING OUT OF, OR INCIDENTAL TO THE PERFORMANCE OF THE WORK UNDER THE CONTRACT BY THE CONTRACTOR OR ITS SUBCONTRACTORS TO THE FULL EXTENT AS ALLOWED BY THE LAWS OF THE STATE OF FLORIDA AND NOT BEYOND ANY EXTENT WHICH WOULD RENDER THESE PROVISIONS VOID OR UNENFORCEABLE. IN THE EVENT OF ANY SUCH INJURY (INCLUDING DEATH) OR LOSS OR DAMAGE, OR CLAIMS THEREFORE, THE CONTRACTOR SHALL GIVE PROMPT NOTICE TO THE OWNER.

LEGAL DESCRIPTION

(AS RECORDED IN O.R. BOOK 3263, PAGE 2517)

A PARCEL OF LAND IN UN-SECTIONALIZED TOWNSHIP 2 SOUTH RANGE 22 WEST, IN OKALOOSA COUNTY, FLORIDA, DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF LOT 36, BLOCK A, INDIAN BAYOU UNIT V, AS RECORDED IN PLAT BOOK 10, PAGE 63 OF THE OFFICIAL RECORDS; THENCE SOUTH 04 DEGREES 31 MINUTES 56 SECONDS WEST ALONG A SOUTHERLY EXTENSION OF THE EASTERN BOUNDARY OF SAID UNIT V, A DISTANCE OF 783.49 FEET TO THE NORTH RIGHT OF WAY LINE OF HENDERSON BEACH ROAD (100' R/W); THENCE SOUTH 86 DEGREES 02 MINUTES 07 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 97.29 FEET TO THE EAST RIGHT OF WAY LINE OF SAID HENDERSON BEACH ROAD (80' R/W); THENCE SOUTH 03 DEGREES 57 MINUTES 53 SECONDS WEST ALONG SAID EAST LINE, 154.00 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF COMMONS DRIVE WEST (RIGHT OF WAY VARIES); THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF COMMONS DRIVE WEST SOUTH 86 DEGREES 02 MINUTES 07 SECONDS EAST, 171.00 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE OF COMMONS DRIVE WEST S 03 DEGREES 58 MINUTES 20 SECONDS W. 650.96 FEET; THENCE PROCEED NORTH 86 DEGREES 02 MINUTES 07 SECONDS WEST, 171.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF HENDERSON BEACH ROAD (80' R/W); THENCE PROCEED ALONG SAID EASTERLY RIGHT OF WAY OF HENDERSON BEACH ROAD NORTH 03 DEGREES 57 MINUTES 53 SECONDS EAST, 650.96 FEET TO THE POINT OF BEGINNING.

UTILITY PROVIDERS

(WATER/SEWER) DESTIN WATER USERS 218 MAIN STREET DESTIN, FL 32541 (850) 837-4930	(TELEPHONE) CENTURYLINK 411 MARY ESTHER CUTOFF FT. WALTON BEACH, FL 32548 (850) 244-1150	(ELECTRIC) GULF POWER CO 140 HOLLYWOOD BLVD SW FT. WALTON BEACH, FL 32548 (800) 225-5797	(GAS) OKALOOSA GAS DISTRICT 20 HUGHES STREET NE FT. WALTON BEACH, FL 32548 (850) 729-4700
--	--	--	---

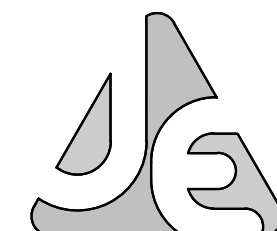
CLIENT INFORMATION

CREWS DEVELOPMENT
CONTACT: JASON CREWS
4042 E. COUNTY HWY 30A
SANTA ROSA BEACH, FL 32459
JASON@CREWSDEVELOPMENT.COM

NOTE

USE LATEST CITY OF DESTIN, OKALOOSA COUNTY AND/OR F.D.O.T. TECHNICAL SPECIFICATIONS AND DETAILS UNLESS OTHERWISE NOTED.

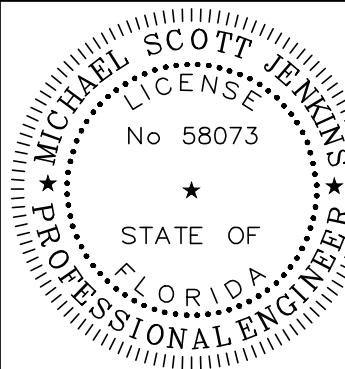
SHEET INDEX	
#	SHEET TITLE
01	COVER SHEET
02	EXISTING CONDITIONS
03	SITE PLAN
04	SIDEWALK CONTINUATION PLAN
05	GRADING & DRAINAGE PLAN
06	UTILITY PLAN & PROFILE
07	MISCELLANEOUS DETAILS I
08	MISCELLANEOUS DETAILS II
09	UTILITY DETAILS I
10	UTILITY DETAILS II
11	LIFT STATION DETAILS
12	SPECIFICATIONS I
13	SPECIFICATIONS II



JENKINS ENGINEERING, INC.
1234 AIRPORT ROAD, SUITE 126
DESTIN, FLORIDA 32541
PHONE 850.837.2448
FAX 850.837.2450

121 HART STREET
NICEVILLE, FLORIDA 32578
PHONE 850.878.5141
FAX 850.729.2460

JENKINS ENGINEERING, INC.
C.O.A. NO. 9927 - L.B. NO. 8081



M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

REV	DATE	DESCRIPTION	BY
1	8/27/18	REVISED PER DESTIN WATER USERS COMMENTS	MPF

CREWS DEVELOPMENT

TRU HILTON HOTEL
DESTIN, FLORIDA

COVER SHEET

NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

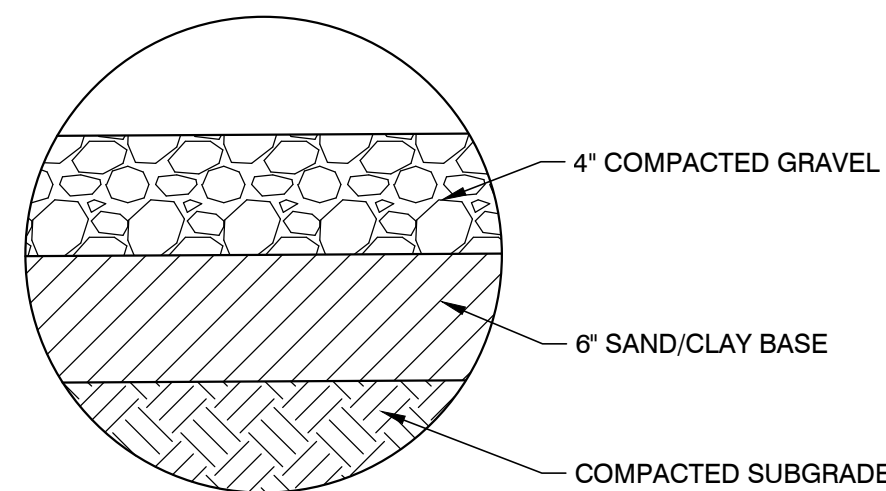
JOB: 18-34
DATE: 08-2018
DESIGNED: MSJ
DRAWN: MPF

BAR IS ONE INCH ON ORIGINAL
0 1"
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
01 OF 13

SHEET NUMBER
C01

File: P:\2018\18-34 TRU Hilltop Drawings\18-34 Desian.dwg - Last Saved: 8/29/2019 3:39 PM by MPF



POST OPTIONS
 SOFTWOOD 2-1/2" DIA.
 SOFTWOOD 2"x4"
 HARDWOOD 1-1/2"x1-1/2"
 STEEL 1.33 LBS./FT.

ELEVATION

3' OR MORE
 12" MIN.
 15" TO 18"
 6" MAX.

SECTION

PRINCIPAL POST POSITION
 (CANTED 20° TOWARD FLOW)

OPTIONAL POST POSITIONS

±20°

VERTICAL

FILTER FABRIC (IN CONFORMANCE WITH SEC. 985 FDOT SPEC.)

FILTER FABRIC

SILT FLOW

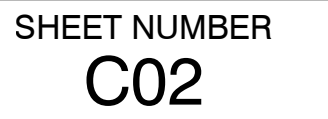
TYPE III SILT FENCE DETAIL
 N.T.S.

HENDERSON BEACH ROAD
(80' RIGHT-OF-WAY, ASPHALT WIDTH VARIES)

0 15' 30' 60' 90'

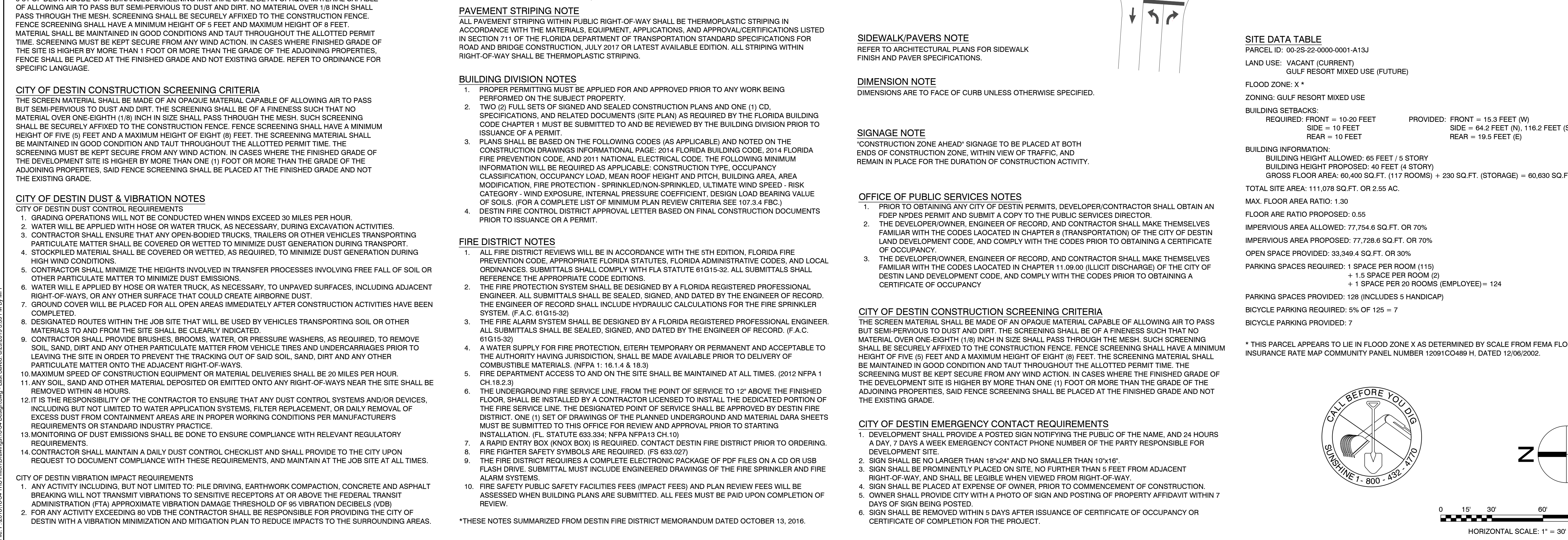


HORIZONTAL SCALE: 1" = 30'



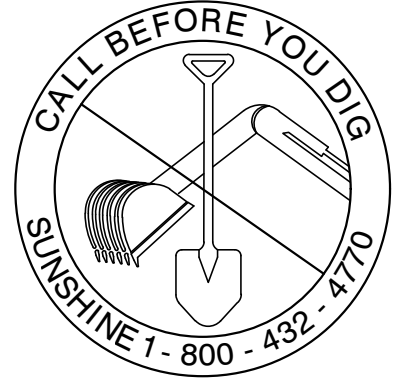
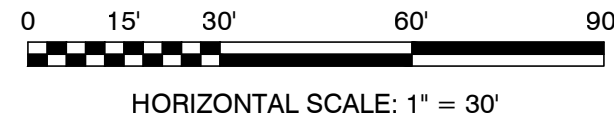
THIS DRAWING IS THE PROPERTY OF JENKINS ENGINEERING, INC. AND IS NOT TO BE REPRODUCED WITHOUT EXPRESSED WRITTEN CONSENT

File: P:\2018\18-34 TBI Hilton\Drawings\18-34 Design.dwg - I set Saved: 8/29/2018 3:39 PM by MPE



CREWS DEVELOPMENT	REV	DATE	
JOB: 18-34 DATE: 08-2018 DESIGNED: MSJ DRAWN: MPF		TRU HILTON HOTEL DESTIN, FLORIDA	
BAR IS ONE INCH ON ORIGINAL 0" = 1"		SITE PLAN NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE	
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY			
DRAWING NUMBER 03 OF 13			
SHEET NUMBER C03			

File: P:\2018\18-34 TRU Hillton\Drawings\18-34 Design.dwg - Last Saved: 8/29/2019 3:39 PM by MPF



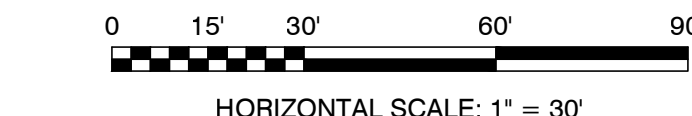
CREWS DEVELOPMENT	JOB:	18-34
	DATE:	08-2018
	DESIGNED:	MSJ
	DRAWN:	MPF
	BAR IS ONE INCH ON ORIGINAL 	
IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY		
DRAWING NUMBER		
04 OF 13		
SHEET NUMBER		
C04		

SHEET NUMBER
C04

[illegible]

C.O.A. NO. 9927 - L.B. NO. 8081
JEICIVIL.COM

File: P:\2018\18-34 TRI\Hilton\Drawings\18-34 Design.dwg - | Oct Saved: 8/30/2019 3:42 PM by MPE



STORM STRUCTURE TABLE	
STRUCT.	DETAILS
#7	TYPE-C CATCH BASIN NORTHING: 510702.34 EASTING: 1354709.48 RIM: 14.07 PIPE#6 INV. IN: 7.88 (S) PIPE#7 INV. OUT: 7.88 (N)
#8	TYPE-C CATCH BASIN BUBBLE-UP STRUCTURE NORTHING: 510788.96 EASTING: 1354715.49 RIM: 12.00 PIPE#7 INV. IN: 7.35 (S)
#9	TYPE-C CATCH BASIN NORTHING: 510741.14 EASTING: 1354641.50 RIM: 14.07 PIPE#8 INV. OUT: 9.72 (N)
#10	MITERED END SECTION NORTHING: 510779.54 EASTING: 1354644.59 RIM: 10.15 PIPE#8 INV. IN: 8.80 (S)
#11	TYPE-C CATCH BASIN DISCHARGE STRUCTURE WITH SKIMMER SLOT: 13.40 (S) NORTHING: 510833.87 EASTING: 1354670.22 RIM: 14.70 PIPE#9 INV. OUT: 8.89 (N)
#12	MITERED END SECTION NORTHING: 510892.02 EASTING: 1354674.26 RIM: 9.80 PIPE#9 INV. IN: 8.69 (S)

GRADING & DRAINAGE NOTES

- 1. SPOT ELEVATIONS ALONG CURBING ARE AT FLOW LINE.**
- 2. ROOF DRAIN DOWNSPOUTS SHALL BE CONNECTED TO UNDERGROUND HEADER PIPES AND STUB-OUTS AS DENOTED ON THE ARCHITECTURAL PLAN LOCATIONS. ALL ROOF DRAIN DISCHARGE SHALL BE UNDERGROUND VIA PIPING SYSTEM. NO OVERLAND DISCHARGE OF ROOF DRAIN SHALL OCCUR.**

69.8' (VARIES)

ALL SLOPES AND BOTTOM OF POND TO BE SODDED

ELEV. 15.50

ELEV. 15.00

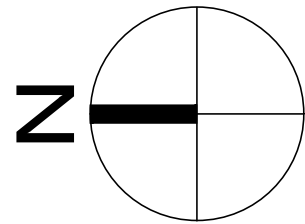
3 1

3 1

ELEV. 12.00

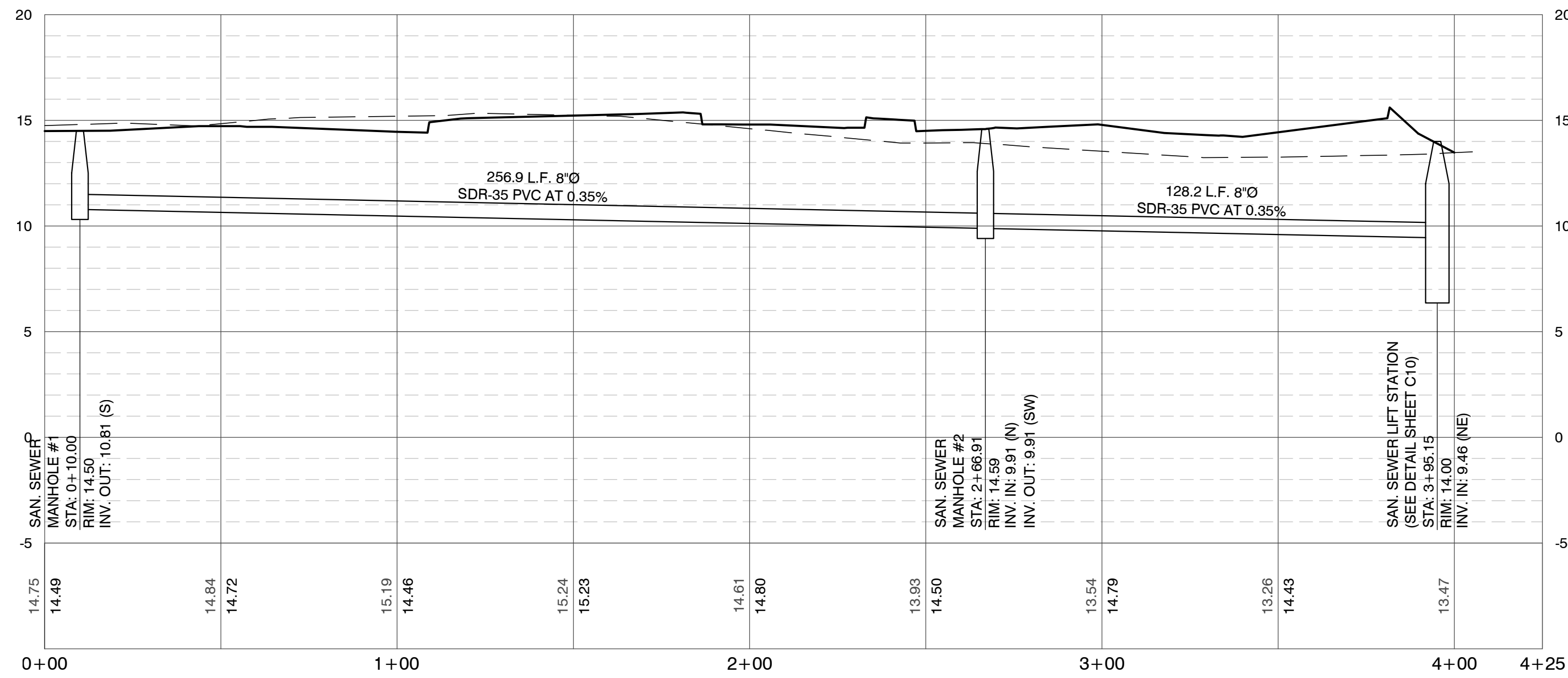
51.8' (VARIES)

Diagram illustrating a V-shaped ditch cross-section. The ditch is 15.8' wide at the top. The slopes are labeled "SLOPES TO BE SODDED". The roadway elevation is 15.00±, the ditch bottom elevation is 14.50, and the sidewalk elevation is 14.95. Arrows point down the slopes.

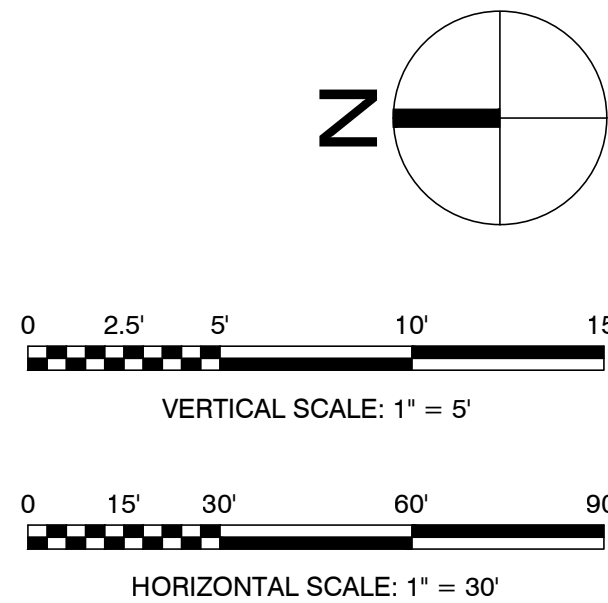


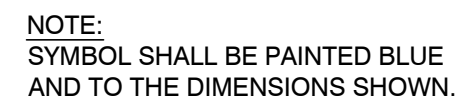
NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

File: P:\2018\18-34 TRU Hilton\Drawings\18-34 Design.dwg - Last Saved: 8/29/2019 3:42 PM by MPF



1. ALL REVISIONS TO THE WATER AND/OR SEWER UTILITIES OF ANY PREVIOUSLY APPROVED PROJECT MUST BE REAPPROVED BY DESTIN WATER USERS, INC. IN WRITING AT LEAST 24 HOURS PRIOR TO IMPLEMENTATION.
2. FIELD VERIFIED AND SCALED "AS BUILT" PLANS INCLUDING ALL UTILITY INFRASTRUCTURES MUST BE SUBMITTED TO THE CITY OF DESTIN AND FORWARDED TO DESTIN WATER USERS, INC. FOR FINAL INSPECTION BY DESTIN WATER USERS, INC. A WRITTEN APPROVAL SHALL THEN BE SUBMITTED TO THE CITY OF DESTIN PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY BY THE CITY OF DESTIN IF THERE ARE NO OUTSTANDING ISSUES.
3. ALL SANITARY GRAVITY MAINS AND MANHOLES ARE TO BE VIDEOED AND COPY GIVEN TO DESTIN WATER USERS, INC. FOR REVIEW AND APPROVAL.
4. ALL WATER MAIN TAPS AND CONNECTIONS ARE TO BE WITNESSED BY DESTIN WATER USERS, INC. WITH A 24HRS NOTICE GIVEN.
5. DESTIN WATER USERS WILL TAKE OVER THE UTILITIES TO OWN AND OPERATE, IF OWNER IS IN AGREEMENT WITH A DEDICATED EASEMENT FOR WATER MAINS AND SEWER MAINS AND POSSIBLE A LIFT STATION IN OCCURRENCE WITH DESTIN WATER USERS, INC. INSTALLATION SPECIFICATIONS.
6. POTABLE WATER AND FIRE SERVICE SIZES PROVIDED BY JORDAN SKALA ENGINEERS. VERIFY FINAL SERVICE SIZES PRIOR TO COMMENCEMENT OF CONSTRUCTION, PER FINAL MEP AND ARCHITECTURAL PLANS.

[illegible]





- △ 6.42' (DIMENSIONS PERMITTED TO ALLOW USE OF 8' STANDARD PIPE LENGTHS.)
- ◇ 10.40" (DIMENSIONS PERMITTED TO ALLOW USE OF 12' STANDARD PIPE LENGTHS.)
- △◇ CONCRETE SLAB SHALL BE DEEPEMED TO FORM BRIDGE ACROSS CROWN OF PIPE.



1234 AIRPORT ROAD, SUITE 126
DESTIN, FLORIDA 32541
PHONE 850.837.2448
FAX 850.837.2450

JEICIVIL.COM
C.O.A. NO. 9927 - L.B. NO. 8081

[illegible]

CREWS DEVELOPMENT

TRU HILTON HOTEL
DESTIN, FLORIDA

MISCELLANEOUS DETAILS II

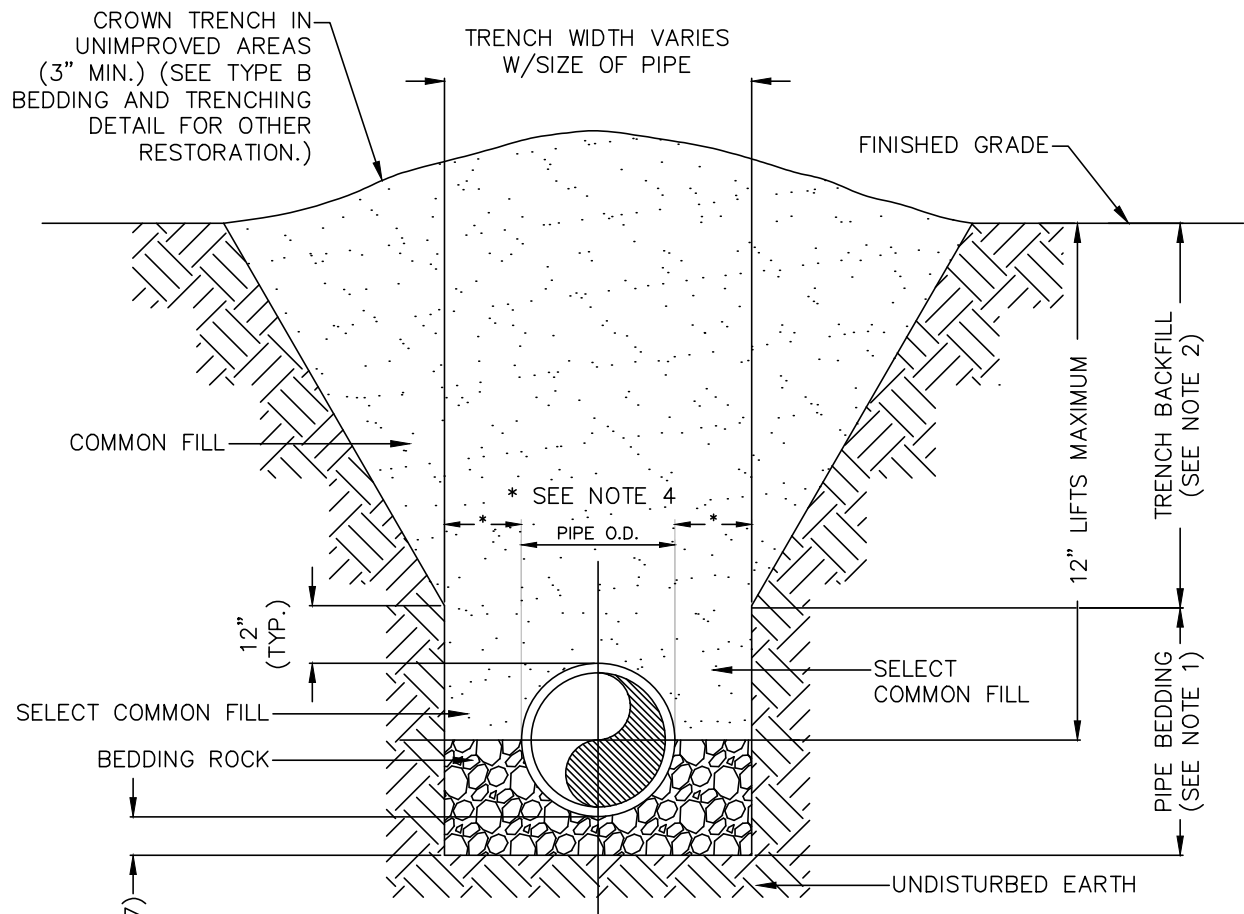
MISCELLANEOUS DETAILS II

JOB:	18-34
DATE:	08-2018
DESIGNED:	MSJ
DRAWN:	MPF

BAR IS ONE INCH ON ORIGINAL
0  1"
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

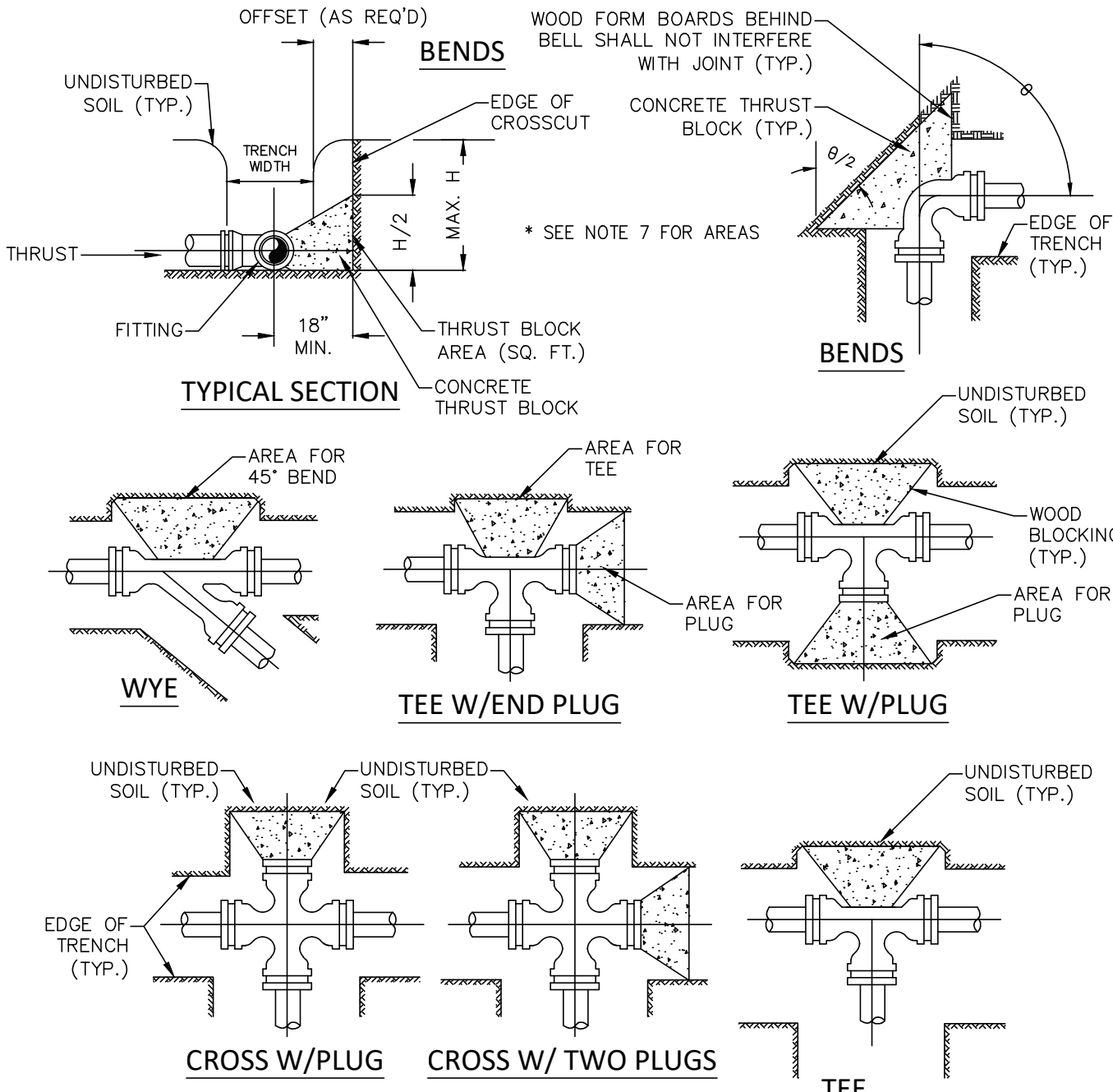
DRAWING NUMBER
08 OF 13

SHEET NUMBER
C08



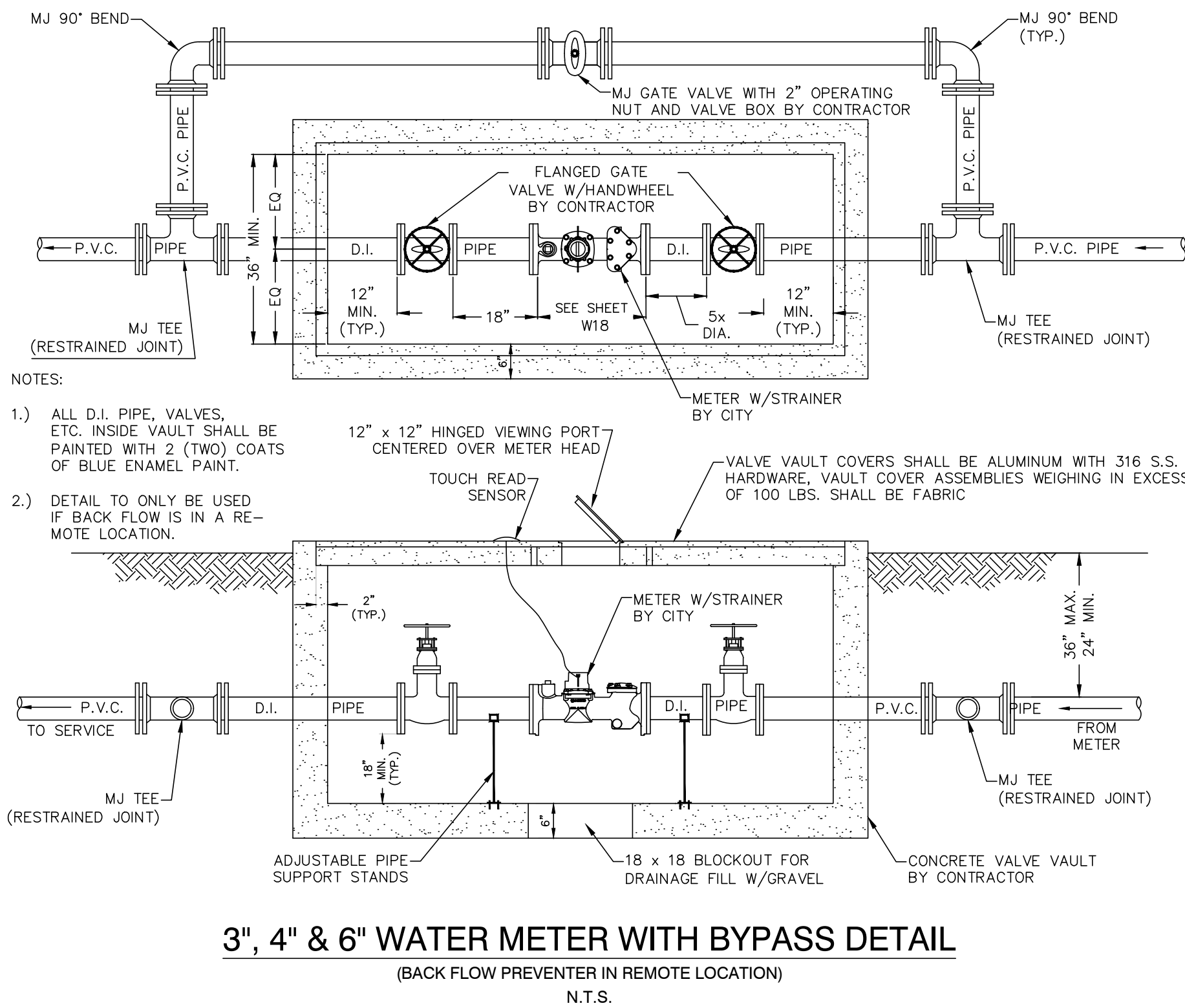
- NOTES:
- 1.) PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
 - 2.) TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
 - 3.) USE TYPE A BEDDING TO BE DETERMINED IN THE FIELD AS DIRECTED BY THE CITY.
 - 4.) (*): 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER.
 - 5.) ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF THE FLOW.
 - 6.) GRAVITY SEWERS SHALL UTILIZE TYPE A BEDDING, IF REQUIRED BY THE CITY. BEDDING DEPTH SHALL BE 4" MINIMUM FOR PIPE DIAMETER LESS THAN 15", AND 6" MINIMUM PIPE DIAMETER 16" AND LARGER.
 - 7.) DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING ROCK BELOW THE PIPE. CITY SHALL DETERMINE IN THE FIELD REQUIRED REMOVAL OF UNSUITABLE MATERIAL TO REACH SUITABLE FOUNDATION.

TRENCH DETAIL (TYPE A BEDDING)
N.T.S.



- NOTES:
- 1.) THRUST BLOCK BEARING AREAS SHALL BE POURED AGAINST UNDISTURBED MATERIAL. WHERE TRENCH WALL HAS BEEN DISTURBED, EXCAVATE ALL LOOSE MATERIAL AND EXTEND TO UNDISTURBED MATERIAL.
 - 2.) EXTEND THRUST BLOCK FULL LENGTH OF FITTINGS. JOINTS SHALL NOT BE COVERED BY THRUST BLOCKS. FITTINGS SHALL BE PROTECTED BY POLYETHYLENE FILM (6 MIL.) PRIOR TO PLACING CONCRETE THRUST BLOCK.
 - 3.) ROUGH BLOCKING FORMS SHALL BE USED ALONG SIDES OF THRUST BLOCKS, AS REQUIRED.
 - 4.) THRUST BLOCKS SHALL BE USED IN COMBINATION, AS REQUIRED, TO SUITE THE SPECIFIC FITTING ARRANGEMENT.
 - 5.) ALTERNATE DESIGNED RESTRAINING SYSTEMS SHALL BE PROVIDED WHERE STANDARD THRUST BLOCKING IS NOT SUITABLE AND/OR SOIL RESISTANCE BEARING IS LESS THAN 1,500 PSF.
 - 6.) ALL WOOD BLOCKING SHALL BE PRESSURE TREATED WITH PRESERVATIVE.
 - 7.) FOR THRUST BLOCK AREAS SEE RESTRAINED PIPE TABLE.

THRUST BLOCK DETAILS
N.T.S.

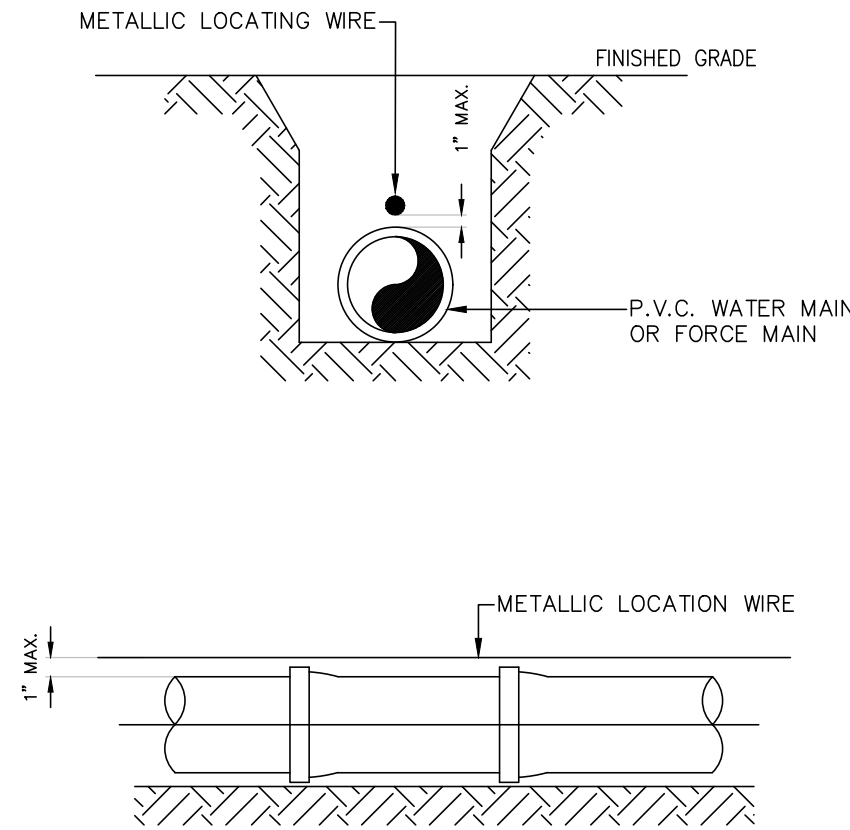


3", 4" & 6" WATER METER WITH BYPASS DETAIL
(BACK FLOW PREVENTER IN REMOTE LOCATION)
N.T.S.

SCHEDULE FOR THRUST BLOCK AREAS *								
PIPE SIZE (INCHES)	90 BEND (SQ FT)	45 BEND (SQ FT)	22-1/2 BEND (SQ FT)	11-1/4 BEND (SQ FT)	TEE & PLUG (SQ FT)	CROSS (SQ FT)	WYE (SQ FT)	DESIGN PRESS (PSI)
4	3,840	2,087	1,059	533	2,715	N/A	N/A	150
6	7,932	4,293	2,189	1,100	5,609	N/A	N/A	150
8	13,644	7,385	3,754	1,892	9,648	N/A	N/A	150
10	20,528	11,111	5,663	2,846	14,516	N/A	N/A	150
12	29,030	15,711	8,009	4,025	20,528	N/A	N/A	150
16	50,442	27,300	13,914	6,992	35,669	N/A	N/A	150
18	59,111	31,922	16,305	8,782	41,798	N/A	N/A	150
NOTE:	THRUST BLOCK AREAS TO BE COMPUTED ON BASIS OF LBS. PER SQ. FT. SOIL RESTRAINT BEARING.					3,000 (1,500 MIN)	SEE NOTE 5	
* TO BE COMPLETED BY ENGINEER.								

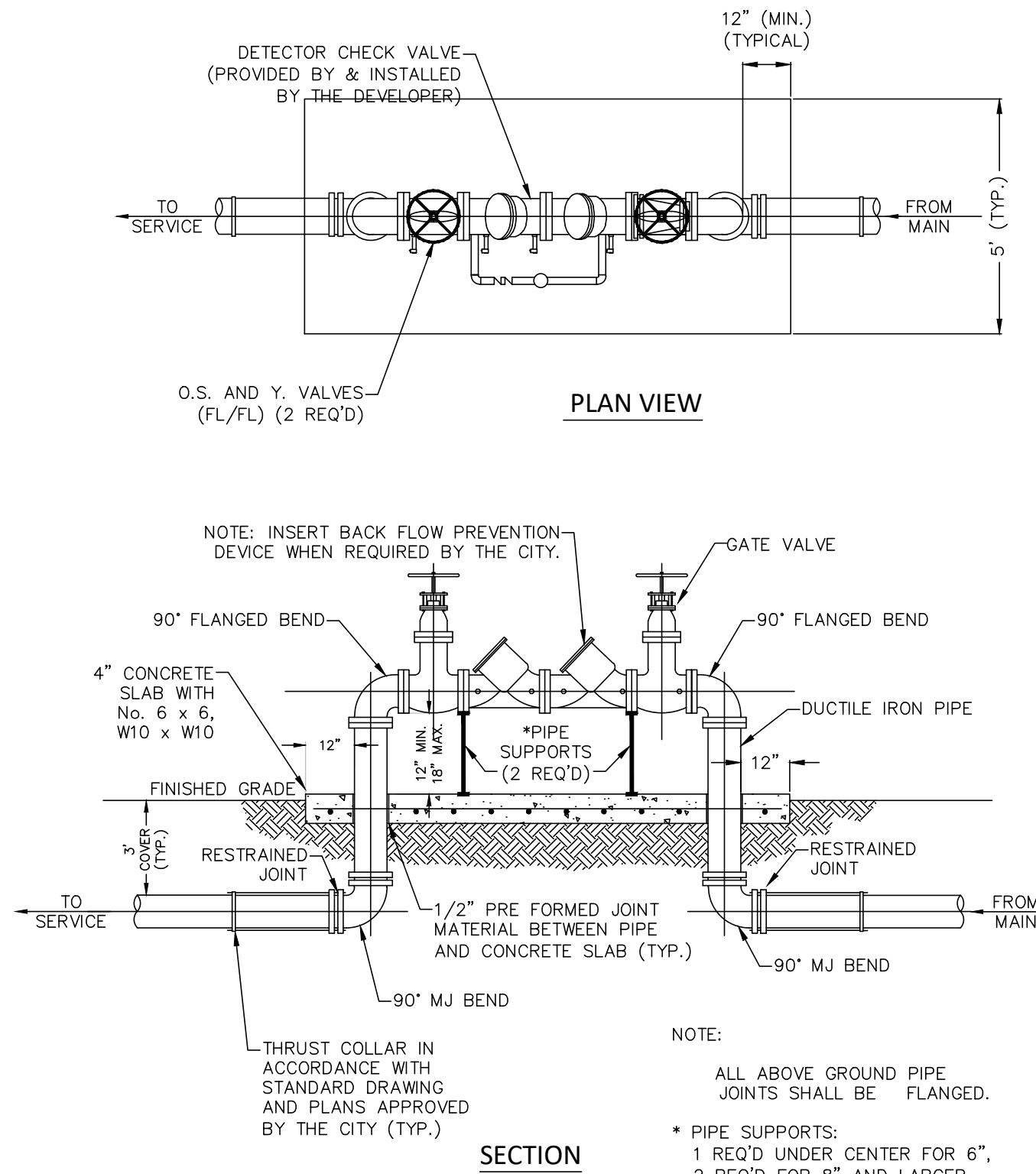
- NOTES:
- 1.) FITTINGS SHALL BE RESTRAINED JOINTS UNLESS OTHERWISE INDICATED.
 - 2.) INSTALL FULL LENGTH JOINTS WITH TOTAL LENGTH EQUAL TO OR GREATER THAN SHOWN IN THE TABLE.
 - 3.) IN LINE VALVES AND THROUGH RUN OF TEES OUTSIDE LIMITS OF RESTRAINED JOINTS FROM OTHER FITTINGS NEED NOT BE OF RESTRAINED JOINTS FROM OTHER FITTINGS RESTRAINED UNLESS OTHERWISE INDICATED.
 - 4.) LENGTHS SHOWN IN THE TABLE HAVE BEEN CALCULATED IN ACCORDANCE WITH THE PROCEDURE OUTLINED IN "THRUST RESTRAINT DESIGN FOR DUCTILE IRON PIPE" AS PUBLISHED BY DIPRA, WITH THE FOLLOWING ASSUMPTIONS: WORKING PRESSURE: _____ P.S.I.* SOIL DESIGNATION: _____ * LAYING CONDITIONS: _____
 - 5.) FOR PIPE ENCASED IN POLYETHYLENE, USE VALUES GIVEN IN PARENTHESES OR INCREASE THE GIVEN VALUE BY A FACTOR OF 1.5. * TO BE COMPLETED BY THE ENGINEER.

THRUST BLOCK SCHEDULE
N.T.S.

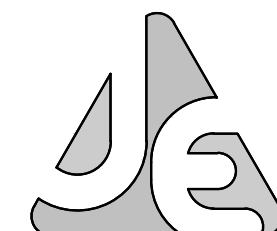


- NOTES:
- 1.) PVC PIPE SHALL REQUIRE INSULATED METALLIC LOCATING WIRE (12 GAUGE COPPER) CAPABLE OF DETECTION BY A CABLE LOCATOR AND SHALL BE BURIED DIRECTLY ABOVE THE CENTERLINE OF THE PIPE.
 - 2.) LOCATING WIRE SHALL TERMINATE AT THE TOP OF EACH VALVE BOX AND BE CAPABLE OF EXTENDING 12" ABOVE TOP OF BOX IN SUCH A MANNER SO AS NOT TO INTERFERE WITH VALVE OPERATION.
 - 3.) USE DUCT TAPE AS NECESSARY TO HOLD WIRE ON THE TOP OF THE PIPE.
 - 4.) ALL SPLICES SHALL BE MADE USING A WATER-TIGHT SEALING METHOD APPROVED BY THE CITY.

PVC PIPE LOCATING WIRE DETAIL
N.T.S.



DOUBLE DETECTOR CHECK VALVE ASSEMBLY DETAIL
N.T.S.



JENKINS ENGINEERING, INC.
1234 AIRPORT ROAD, SUITE 126
DESTIN, FLORIDA 32541
PHONE 850.837.2448
FAX 850.837.2450

101 HART STREET
NICEVILLE, FLORIDA 32578
PHONE 850.676.5141
FAX 850.729.2460

JENKINS ENGINEERING, INC.
C.O.A. NO. 9927 - L.B. NO. 8081

M. SCOTT JENKINS, P.E.
FL REGISTRATION NO. 58073

BY: [Signature]
DATE: [Blank]
REV: [Blank]

DESCRIPTION: [Blank]

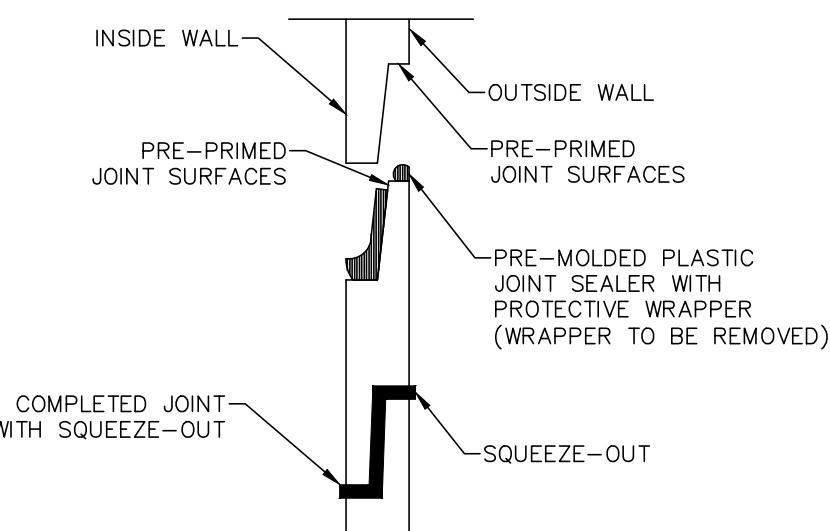
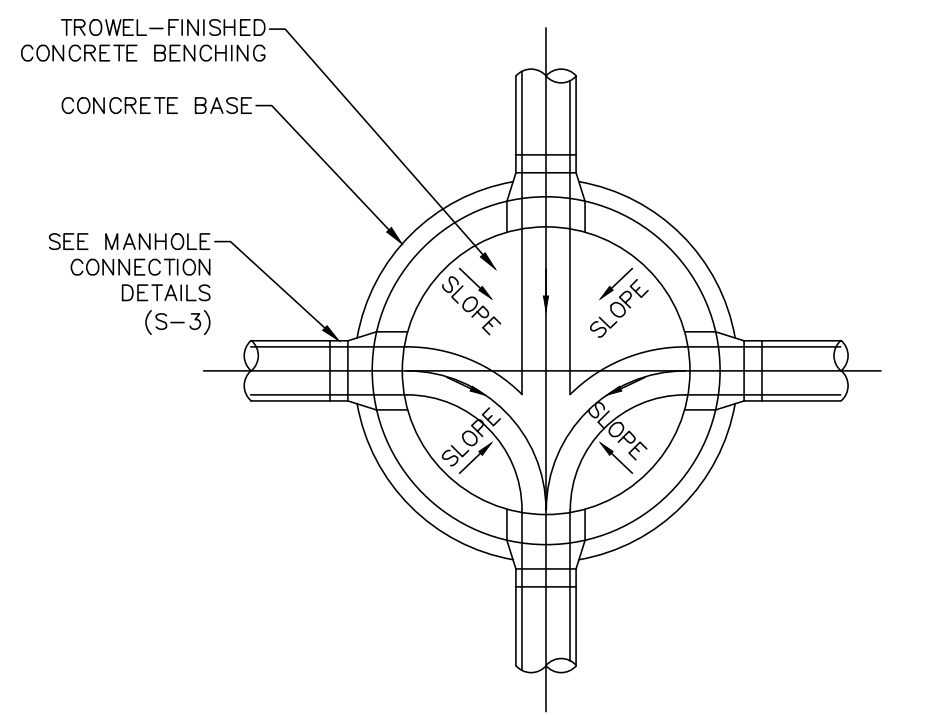
CREWS DEVELOPMENT
TRU HILTON HOTEL
DESTIN, FLORIDA
UTILITY DETAILS 1
NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

JOB: 18-34
DATE: 08-2018
DESIGNED: MSJ
DRAWN: MPF

BAR IS ONE INCH ON ORIGINAL
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

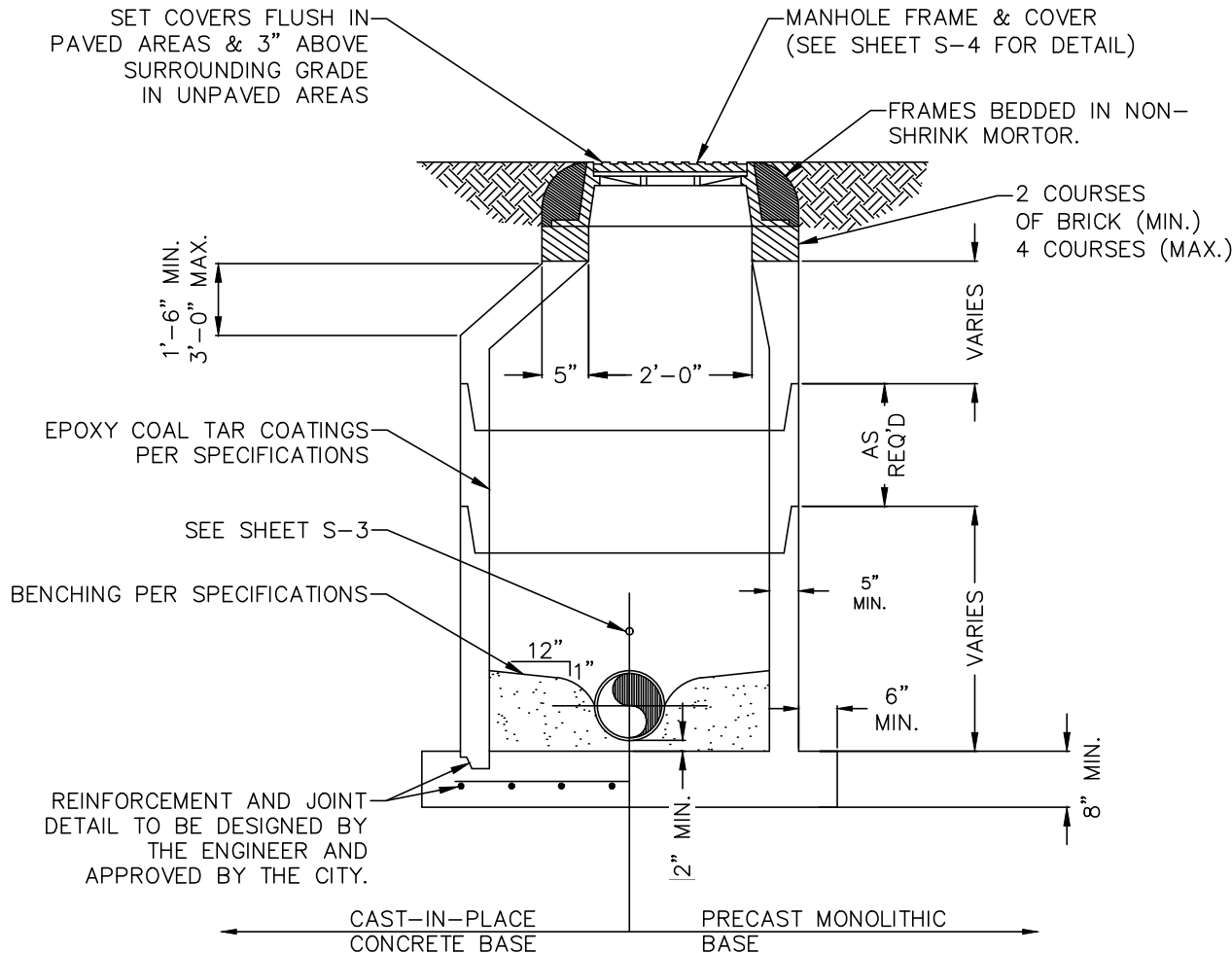
DRAWING NUMBER
09 OF 13

SHEET NUMBER
C09



PRECAST CONCRETE MANHOLE
DETAILS (JOINTS & FLOW)

N.T.S.

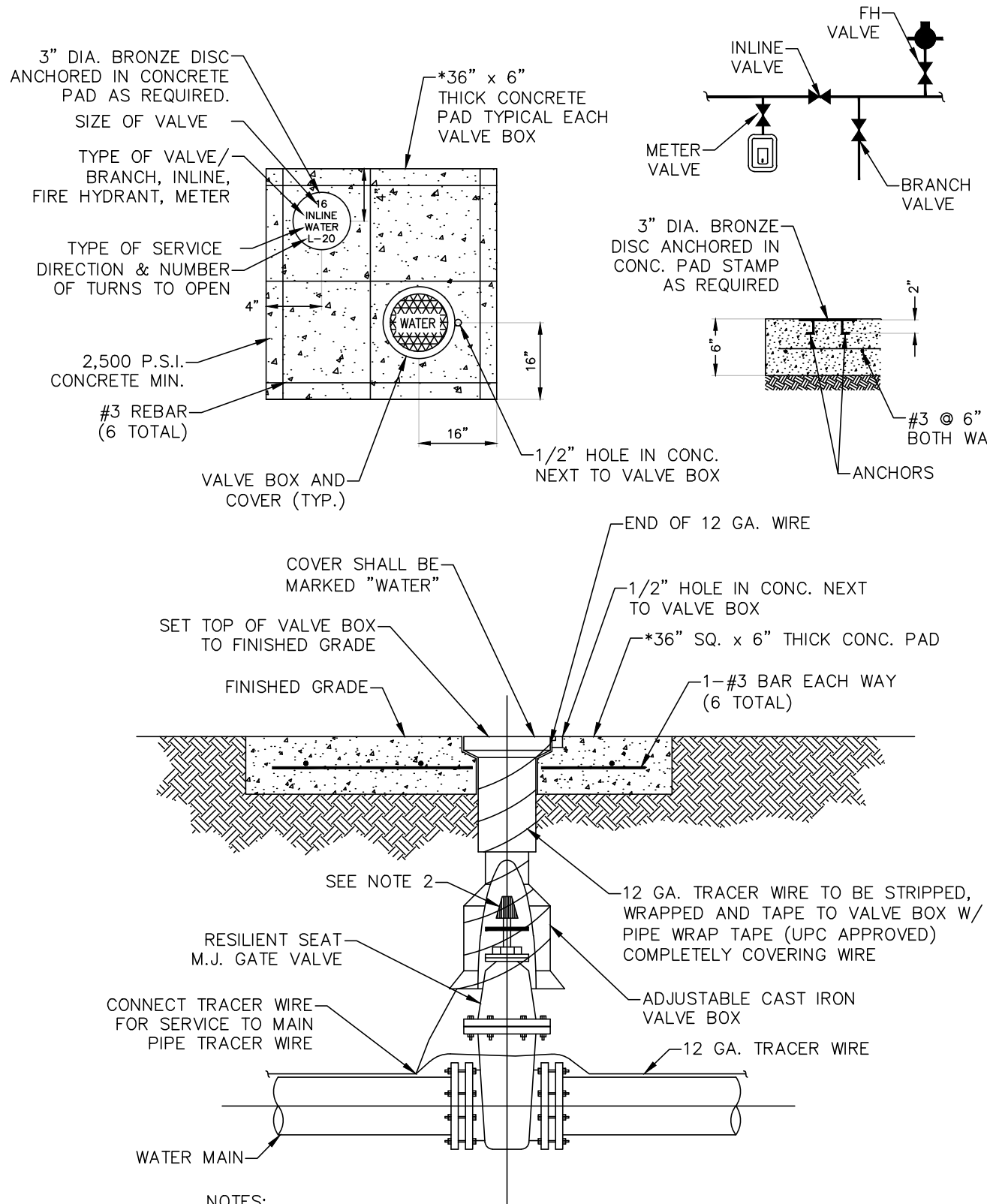


NOTES:

- 1.) MANHOLE SHOWN IS FOR SEWER SIZE 8" THRU 18", MANHOLE DIAMETER FOR SEWERS GREATER THAN 18" SHALL BE AS APPROVED BY CITY.
- 2.) DROP CONNECTIONS ARE REQUIRED WHENEVER INVERT OF INFLUENT SEWER IS 24" OR MORE ABOVE THE INVERT OF THE MANHOLE. SEE MANHOLE CONNECTION DETAILS.
- 3.) APPROVED CONCENTRIC CONE DESIGN MAY BE USED AS AN ALTERNATIVE.
- 4.) MANHOLE LIFT HOLES AND GRADE ADJUSTMENT RINGS SHALL BE SEALED W/ NON-SHRINK MORTAR.
- 5.) MANHOLE COVERS IN SWALES OR DITCHES SHALL BE EXTENDED TO TOP OF BANK ELEVATION.

PRECAST CONCRETE MANHOLE
DETAILS (SECTION & NOTES)

N.T.S.



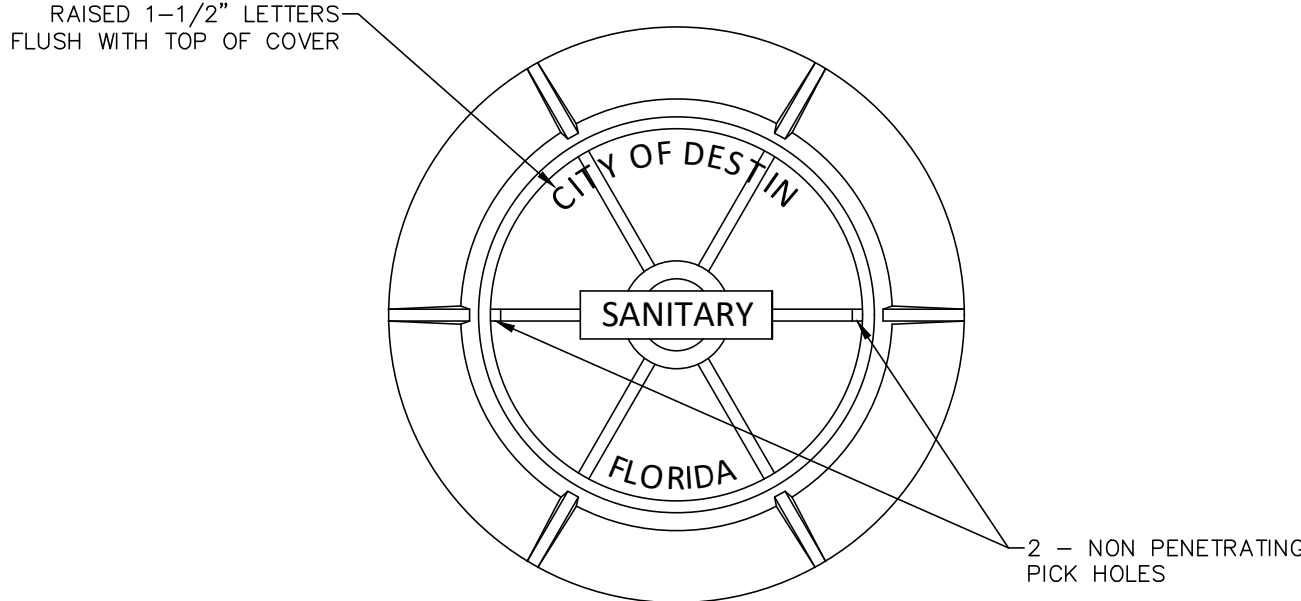
NOTES:

- 1.) PVC EXTENSIONS SHALL NOT BE USED ON VALVE BOX INSTALLATION.
- 2.) THE ACTUATING NUT FOR DEEPER VALVES SHALL BE EXTENDED TO COME UP TO 4 FOOT DEPTH BELOW FINISHED GRADE.

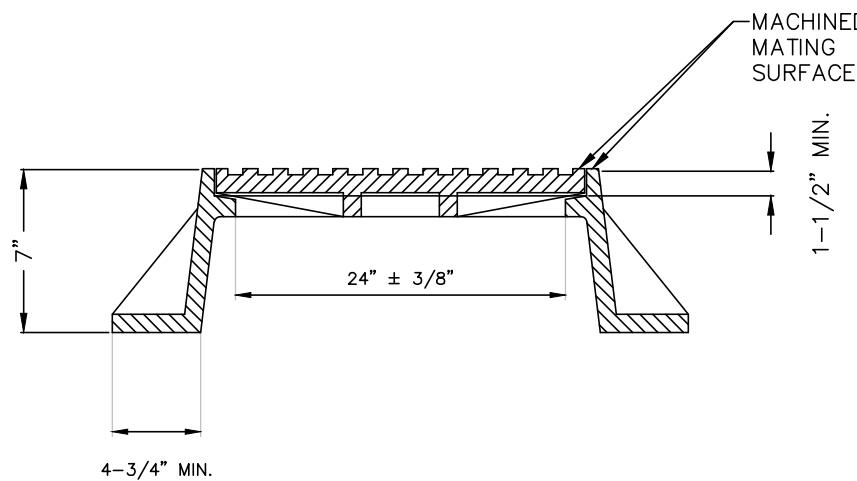
*NOTE: 24" SQ. PAD TO BE CONSTRUCTED INSIDE RESIDENTIAL AREAS.

4" TO 16" GATE VALVE DETAIL

N.T.S.



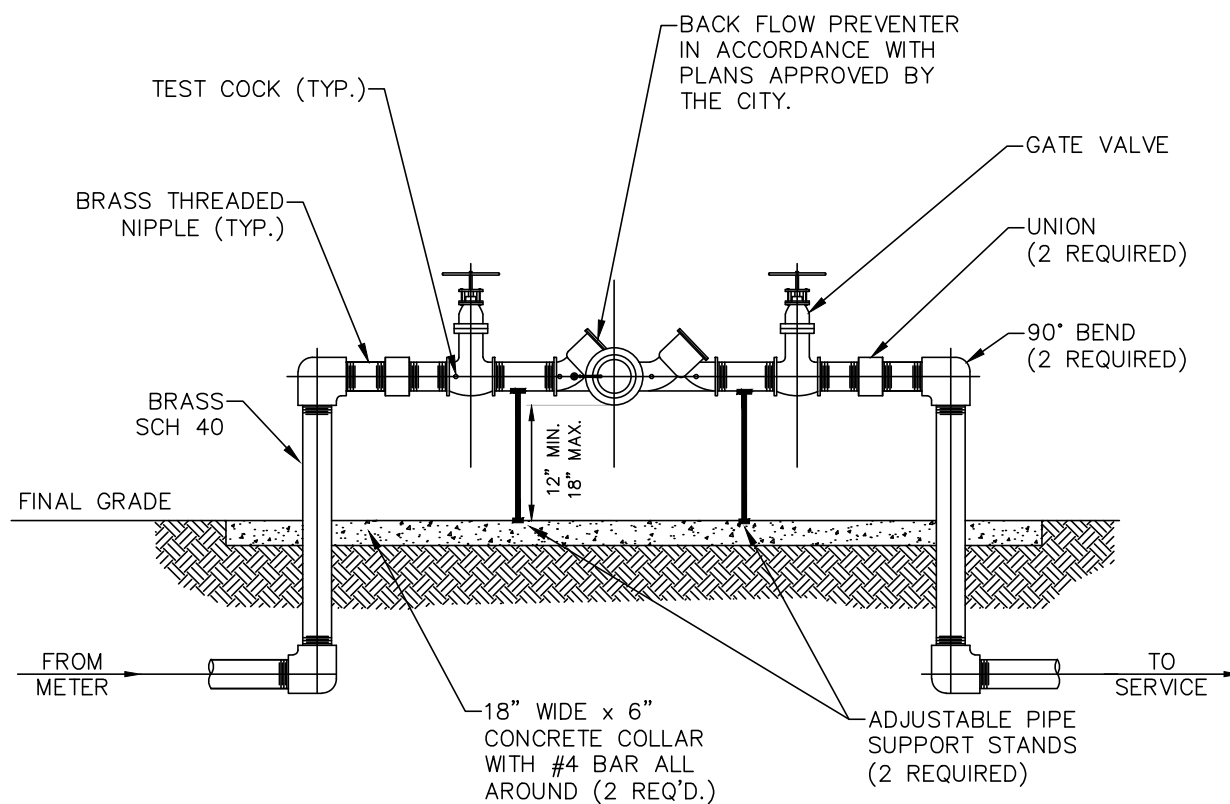
PLAN



ELEVATION

STANDARD MANHOLE FRAME & COVER

N.T.S.

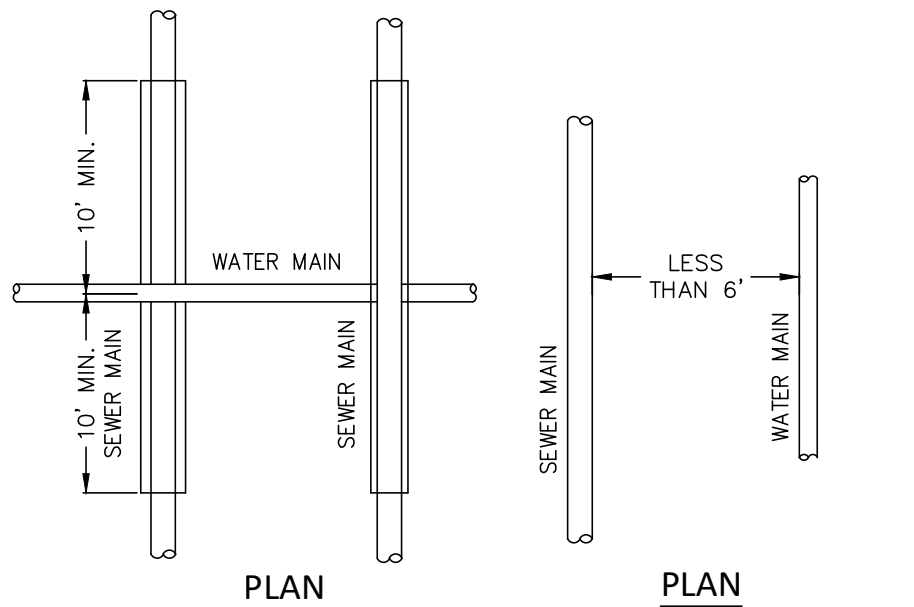


NOTES:

- 1.) ALL PIPE AND FITTINGS 2" AND SMALLER SHALL BE THREADED SCHEDULE 40 GALVANIZED STEEL OR BRASS.
- 2.) PROVIDE PROTECTION AGAINST FREEZING, INSULATE OR "HOT BOX".
- 3.) TWO PIPE SUPPORTS REQUIRED.

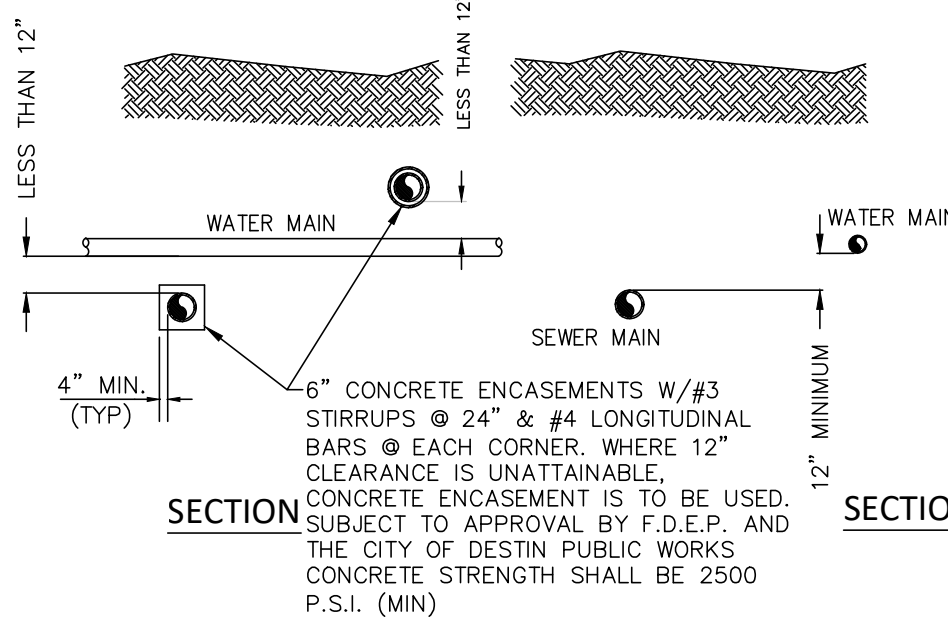
BACK FLOW PREVENTER ASSEMBLY DETAIL

N.T.S.



PLAN

PLAN

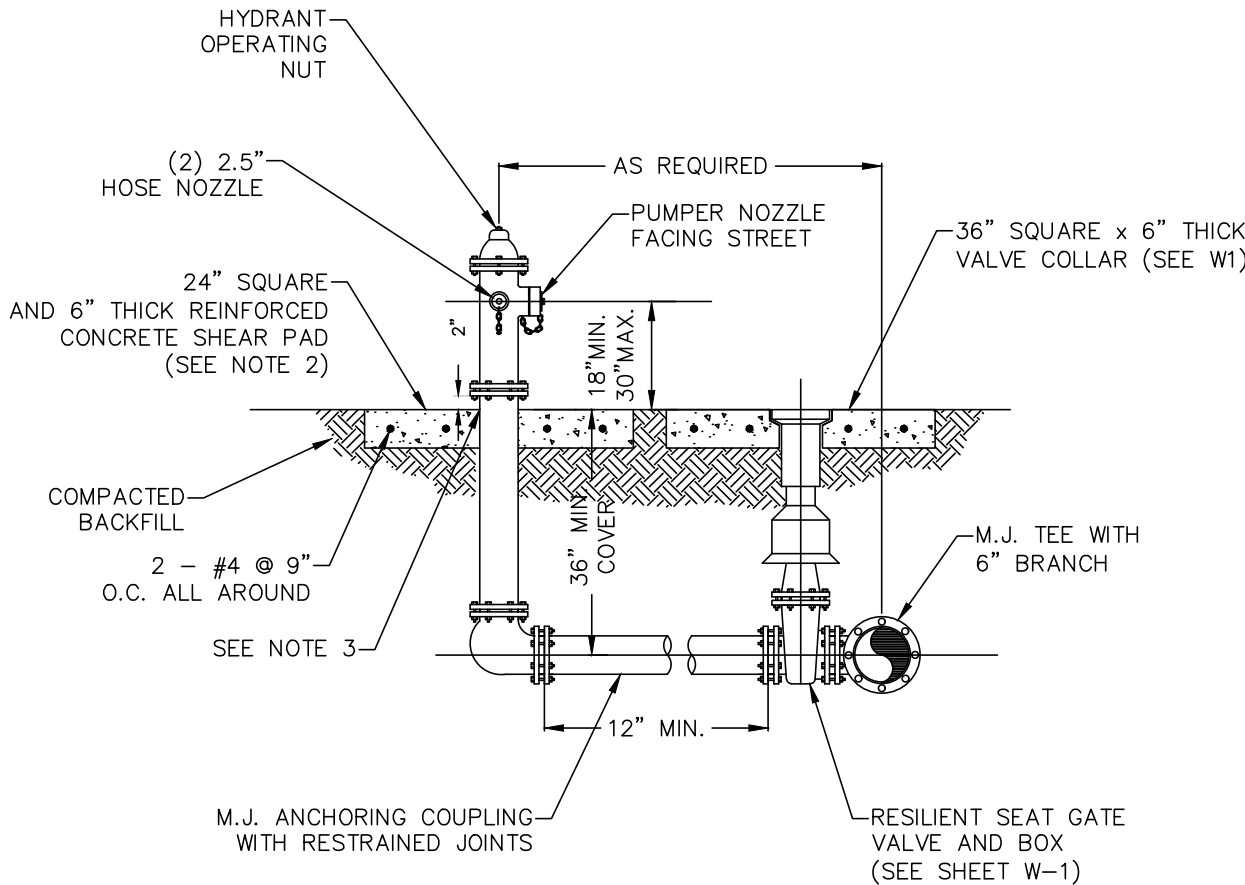


SECTION

SECTION

WATER & SEWER MAIN
CROSSING/SEPARATION DETAIL

N.T.S.

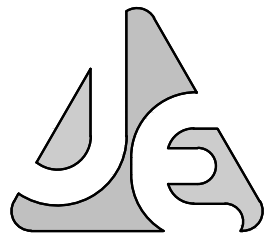


NOTES:

- 1.) FIRE HYDRANT SHALL BE SUPPLIED WITHOUT A WEEP HOLE OR WITH A PERMANENTLY PLUGGED WEEP HOLE.
- 2.) THE SHEAR PAD MAY BE RECESSED UP TO 6 INCHES BELOW FINISHED GRADE.
- 3.) CLEARANCE BETWEEN BOTTOM OF BOLTS AND TOP OF SHEAR PAD SHALL BE A 6" MINIMUM.
- 4.) HYDRANT SHALL BE AVK MODEL 2780 NOSTALGIC, AMERICAN DARLING B-84-B, OR US FIRE HYDRANT, MODEL SENTINEL 250 WITH SS VALVE ROD.
- 5.) A WEATHER SHIELD SHALL BE PROVIDED TO PROTECT OPERATING STEM OR NUT.
- 6.) THE HYDRANT'S UPPER AND LOWER STEM, BREAK COUPLING, INTERNAL PINS AND CLIPS, AND ALL EXTERNAL BOLTING SHALL BE MANUFACTURED OF STAINLESS STEEL.

5-1/4" FIRE HYDRANT ASSEMBLY DETAIL

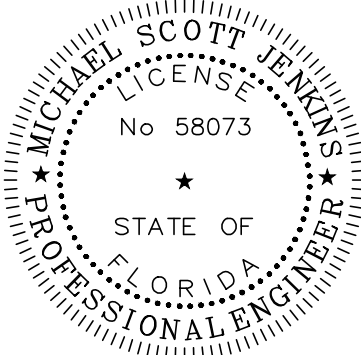
N.T.S.



JENKINS ENGINEERING, INC.

121 HART STREET
NICEVILLE, FLORIDA 32578
PHONE 850.676.5141
FAX 850.729.2460

C.O.A. NO. 9927 - L.B. NO. 8081



M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

BY	..
DESCRIPTION	
DATE	**
REV	**

CREWS DEVELOPMENT

TRU HILTON HOTEL
DESTIN, FLORIDA

UTILITY DETAILS II

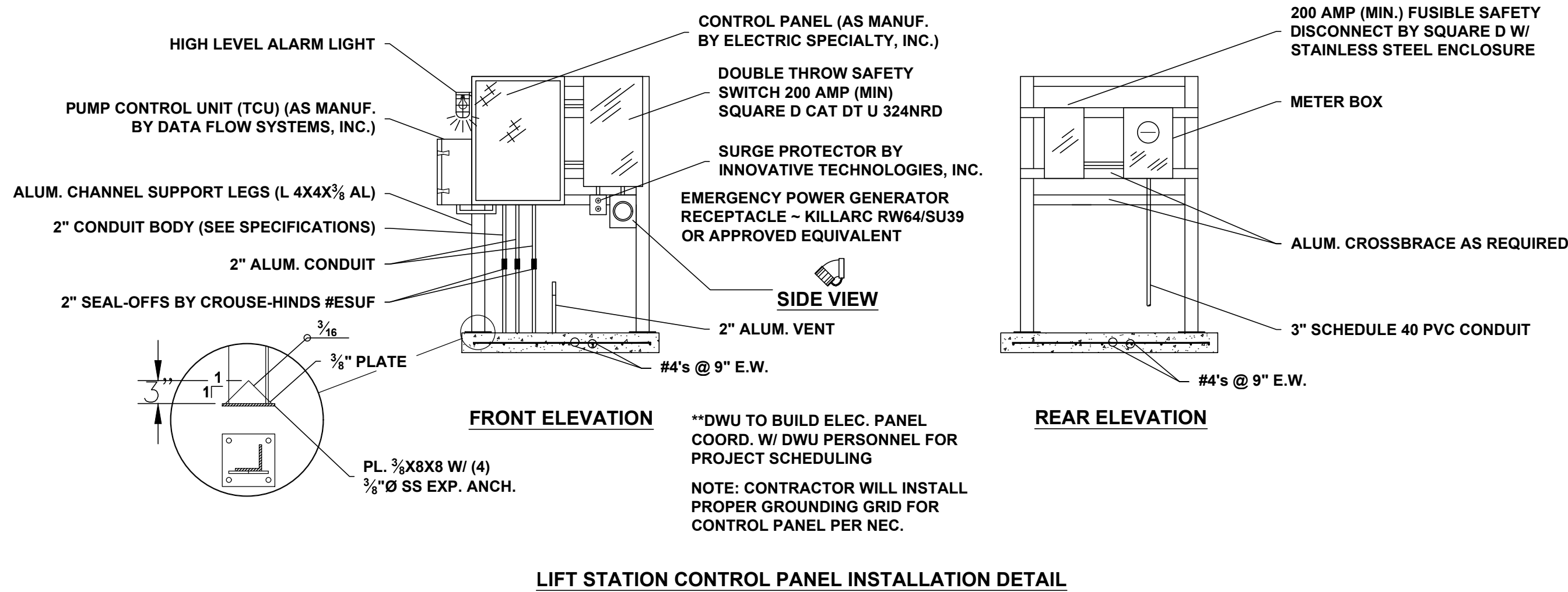
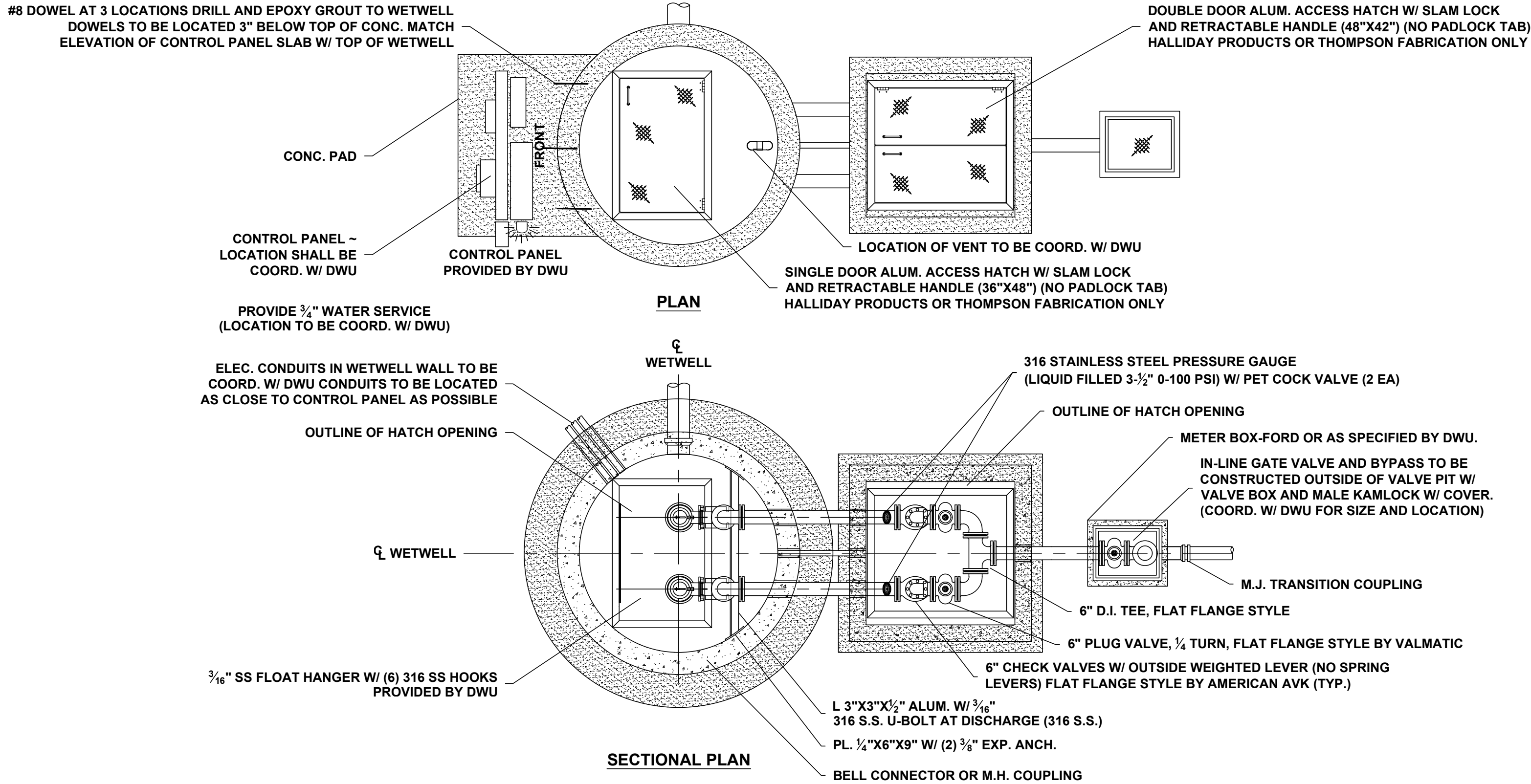
NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

JOB: 18-34
DATE: 08-2018
DESIGNED: MSJ
DRAWN: MPF

BAR IS ONE INCH ON ORIGINAL
0 1"
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
10 OF 13

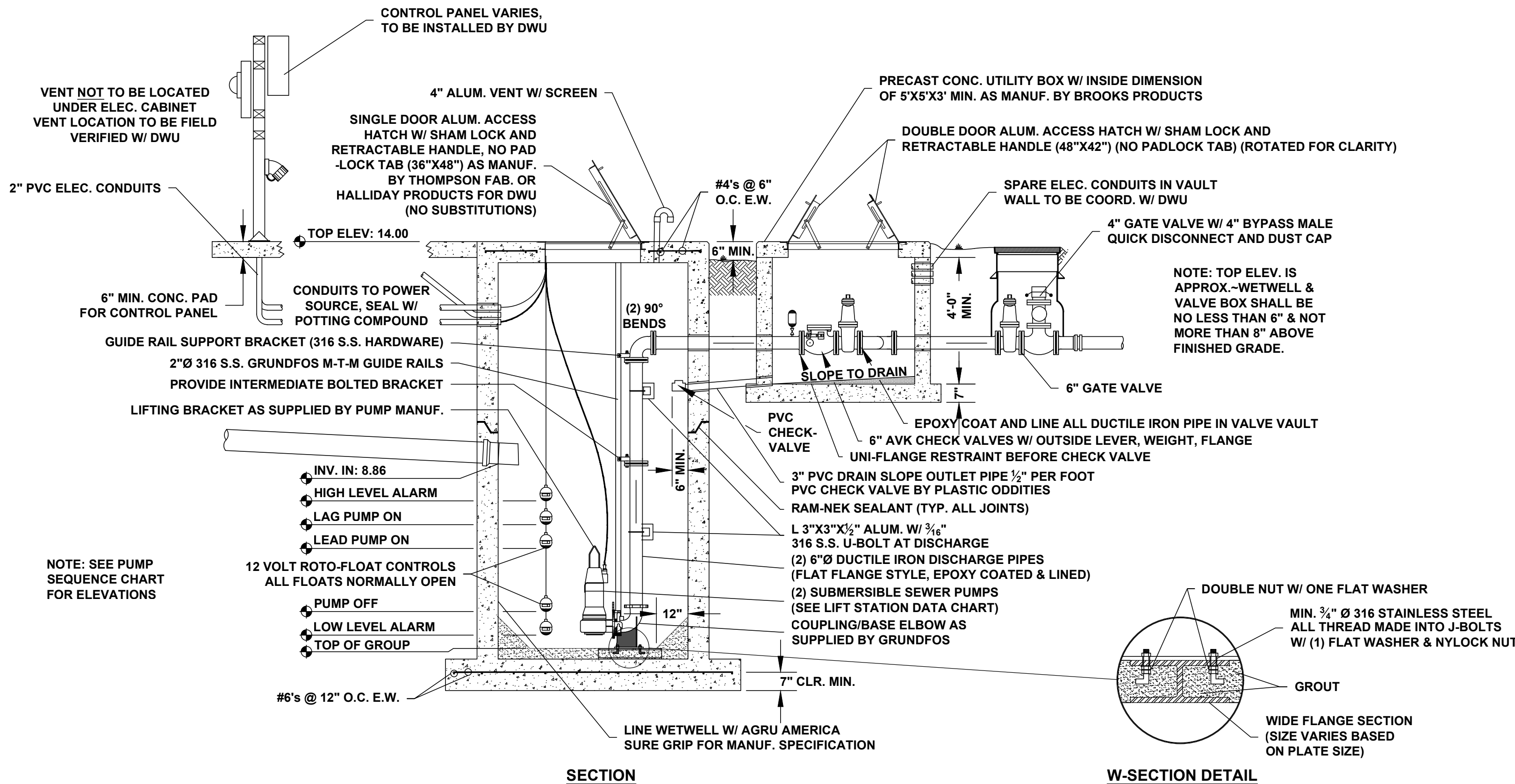
SHEET NUMBER
C10



LIFT STATION CONTROL PANEL INSTALLATION DETAIL

GENERAL NOTES:

- 1) VALVE VAULT SHALL BE COATED W/ KOP-COAT COAL TAR EPOXY 300-M INSIDE AND OUT. (TWO COATS, 9 MILS EACH.)
- 2) BASE AND FIRST RISER UNIT TO BE CAST MONOLITHIC.
- 3) VALVE VAULT SHALL BE SIZED TO PERMIT EASY REMOVAL OF CHECK VALVE SPINDLES W/ MIN. CLEARANCES AS SHOWN FOR 6\"/>



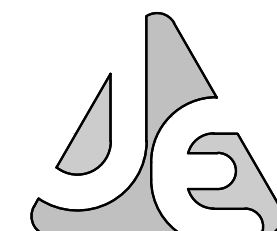
LIFT STATION DATA	
DESIGNATION	TRU HILTON
WETWELL DIAMETER	6'
PUMP MODEL	WILO-EMU FA 10.33E
VOLTAGE	209-3
H.P.	6.2
R.P.M.	1660
DELIVERY, GPM	200
TDH, FEET	49.5
IMPELLER	194 MM
FORCE MAIN DIAMETER	4"
MIN. SOLID SIZE	3"
EFFICIENCY	66

PUMP CONTROL SEQUENCE		
ELEVATION SETTING	RIISING WATER LEVEL	FALLING WATER LEVEL
8.50	HIGH LEVEL ALARM	
8.00		STOP ALARM AND RESET OVERRIDE
8.00	LAG PUMP ON	
7.50	LEAD PUMP ON	
2.00		PUMPS OFF AND RESET ALTERNATOR
1.00		LOW LEVEL ALARM
-0.50	BOTTOM OF WETWELL	

ALL FLOAT SETTINGS ARE APPROXIMATE. CONTRACTOR TO FIELD ADJUST FLOATS AS INSTRUCTED BY DWU DURING LIFT STATION TESTING.

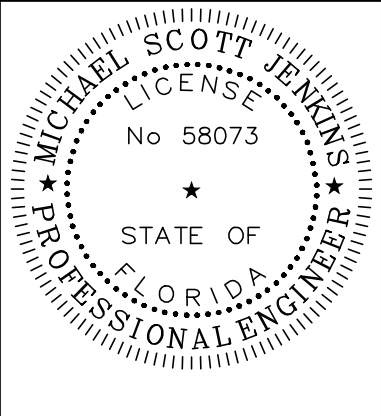
LEGEND:

- * PER PUMP MANUFACTURER'S RECOMMENDATIONS IN THEIR ENGINEERING CATALOG
- ⬇ ELEVATION
- DWU DESTIN WATER USERS, INC.
- O.C. E.W. ON CENTER, EACH WAY
- 316 S.S. 316 STAINLESS STEEL
- D.I. DUCTILE IRON



JENKINS ENGINEERING, INC.
121 HART STREET
NICEVILLE, FLORIDA 32541
PHONE 850.676.5141
FAX 850.729.2460

C.O.A. NO. 9927 - L.B. NO. 8081



M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

BY	...
DATE	...
REV	...
DESCRIPTION	...

CREWS DEVELOPMENT

TRU HILTON HOTEL
DESTIN, FLORIDA

LIFT STATION DETAILS

JOB: 18-34
DATE: 08-2018
DESIGNED: MSJ
DRAWN: MPF

DRAWING NUMBER
11 OF 13

SHEET NUMBER
C11

BAR IS ONE INCH ON ORIGINAL
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

CONTINUED ON NEXT COLUMN

CONTINUED ON NEXT COLUMN

CONTINUED ON NEXT COLUMN

CONTINUED ON NEXT SHEET



CONTINUED ON NEXT COLUMN

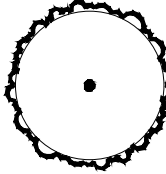
TREE REQUIREMENTS

CREDITS FOR EXISTING TREES (2" TO 6" DIAMETER) ON SITE	(0 TREES X 2 CREDITS PER TREE):	0
CREDITS FOR EXISTING TREES (1" TO 12" DIAMETER) ON SITE	(3 TREES X 3 CREDITS PER TREE):	0
CREDITS FOR EXISTING TREES (13" TO 19" DIAMETER) ON SITE	(1 TREES X 4 CREDITS PER TREE):	0
CREDITS FOR EXISTING TREES (20" OR 24" DIAMETER) ON SITE	(0 TREES X 5 CREDITS PER TREE):	0
TOTAL REFORESTATION CREDITS FOR EXISTING, PROTECTED OR PRESERVED TREES:		0
REFORESTATION TREES (1 PER ACRE, 255 X 10 +26) REQUIRED ON SITE:		26
TOTAL REFORESTATION CREDITS FOR TREES REQUIRED ON SITE:		0
TOTAL REFORESTATION TREES REQUIRED ON SITE:		26
TOTAL REFORESTATION TREES (1 PER EVERY .10 ACRE = CREDITS) REQUIRED ON SITE:		0
REPLACEMENT TREES (REMOVAL OF TREES OVER 12" D.B.H.) REQUIRED ON SITE:		0
PERIMETER TREES, 1 LARGE TREE PER 50', 821' / 50 = 17 REQUIRED ON SITE:		17
PARKING LOT TREES (1 PER END ROW LANDSCAPE ISLAND) REQUIRED ON SITE:		14
VEGETATIVE BUFFER TREES, IF APPLICABLE, REQUIRED ON SITE		0
TOTAL TREES REQUIRED:		57
TOTAL TREES PROVIDED:	80 CABBAGE PALM / 2 = 40 + 21 =	61

LANDSCAPE NOTES:

- ALL AREAS NOT PLANTED WITH SHRUBBERY OR TREES TO BE SODDED WITH BERMUDA SOD.
- ALL 3:1 SHALE SLOPES ARE TO BE STABILIZED WITH EROSION CONTROL FABRIC TO PREVENT EROSION.
- ALL PLANT MATERIAL TO BE WATERED WITH AN AN AUTOMATIC IRRIGATION SYSTEM.
- IRRIGATION SYSTEM SHALL BE DESIGNED TO AVOID WATER COVERAGE ON SIDEWALKS AND PARKING AREAS.
- ALL TREES TO BE A MINIMUM OF 10' IN HEIGHT AND BE NO LESS THAN 2.5" IN CALIPER AT THE TIME OF PLANTING.
- 15% OF ALL PLANT MATERIAL SHALL BE NATIVE TO NORTHWEST FLORIDA.
- SHRUBS SHALL BE A MINIMUM OF 12" IN HEIGHT WHEN MEASURED IMMEDIATELY AFTER PLANTING.
- ALL LANDSCAPING WITHIN THE VISION TRIANGLE SHALL COMPLY WITH DESTIN LDC CHAPTER 8.03.06.
- NO TREE PLANTING SHALL OCCUR WITHIN 10' OF ANY EXFILTRATION COMPONENT.

PLANT LEGEND

- 

Live Oak, *Quercus virginiana*, 10' ht., 2.5" caliper
- 

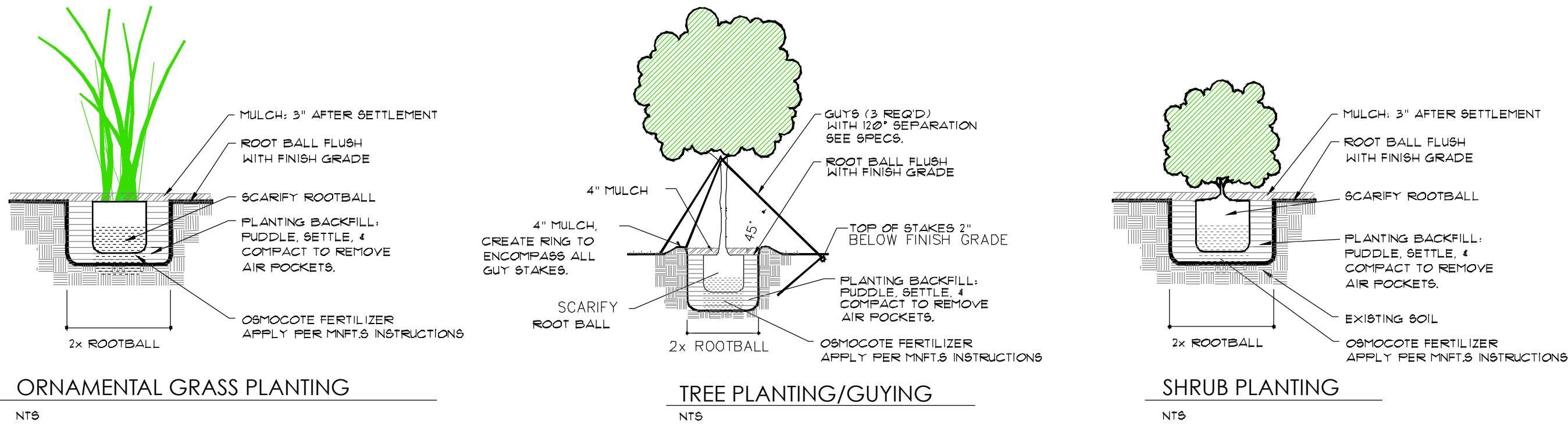
Cabbage Palm, *Sabal palmetto*, 12' clear trunk, fully booted
2 cabbage palm = 1 tree
- 

Walter's Viburnum, *Viburnum obovatum* Walter's, 36"ht.
- 

Dwarf Yaupon Holly, *Ilex vomitoria*, 24" ht.
244 shrubs required, 244 shrubs provided, (4 shrubs per tree, 61 x 4 = 244)
- 

Medjool Date Palm, *Phoenix spp.*, 10' clear trunk

PLANTING DETAILS



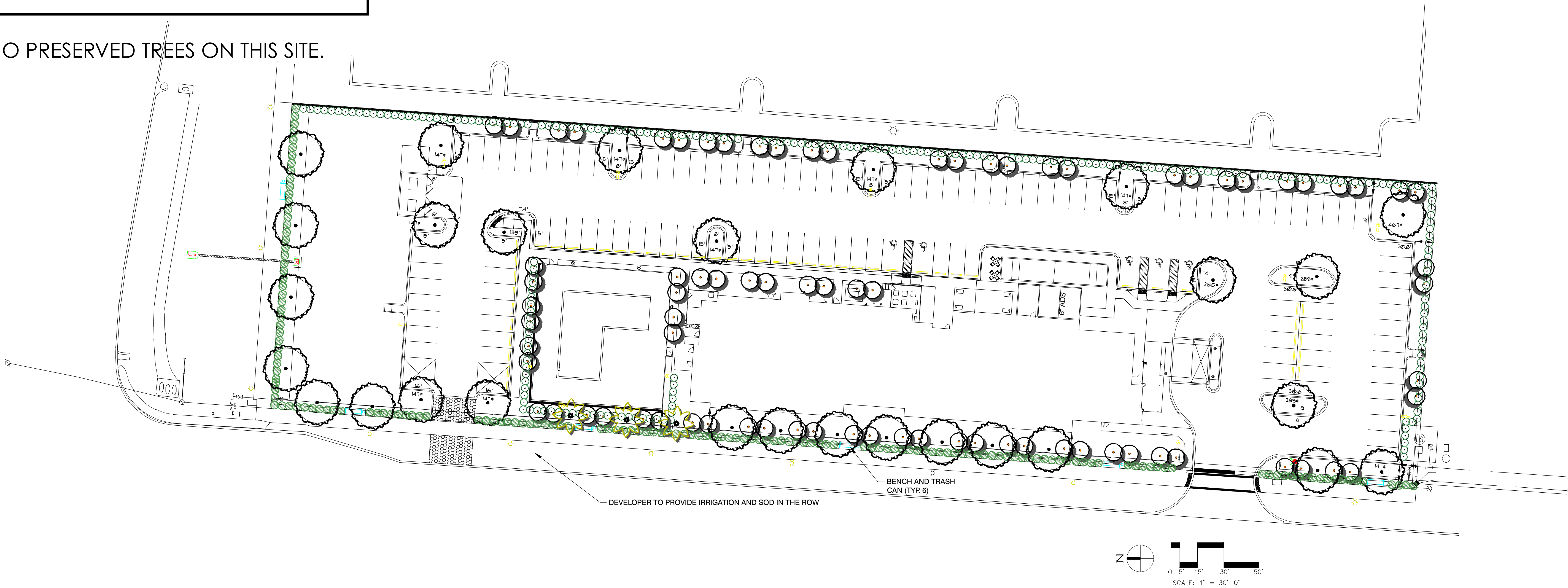


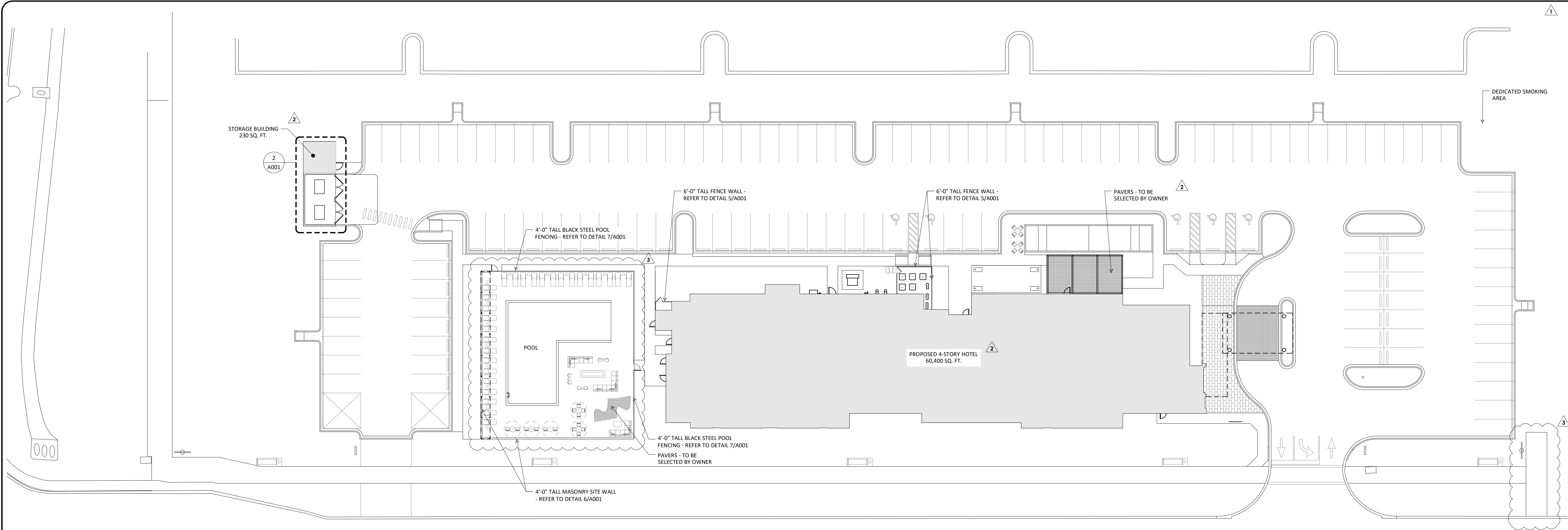
IF YOU DIG
CALL US FIRST!
1-888-258-0808
UTILITIES PROTECTION CENTER
IT'S THE LAW



bradford robert davis
LANDSCAPE ARCHITECT
284 oak avenue
santa rosa beach, fl 32459
telephone 850.974.0616
bradfordrdavis@gmail.com
www.brdavis.com
fl 0001730
lc26000474

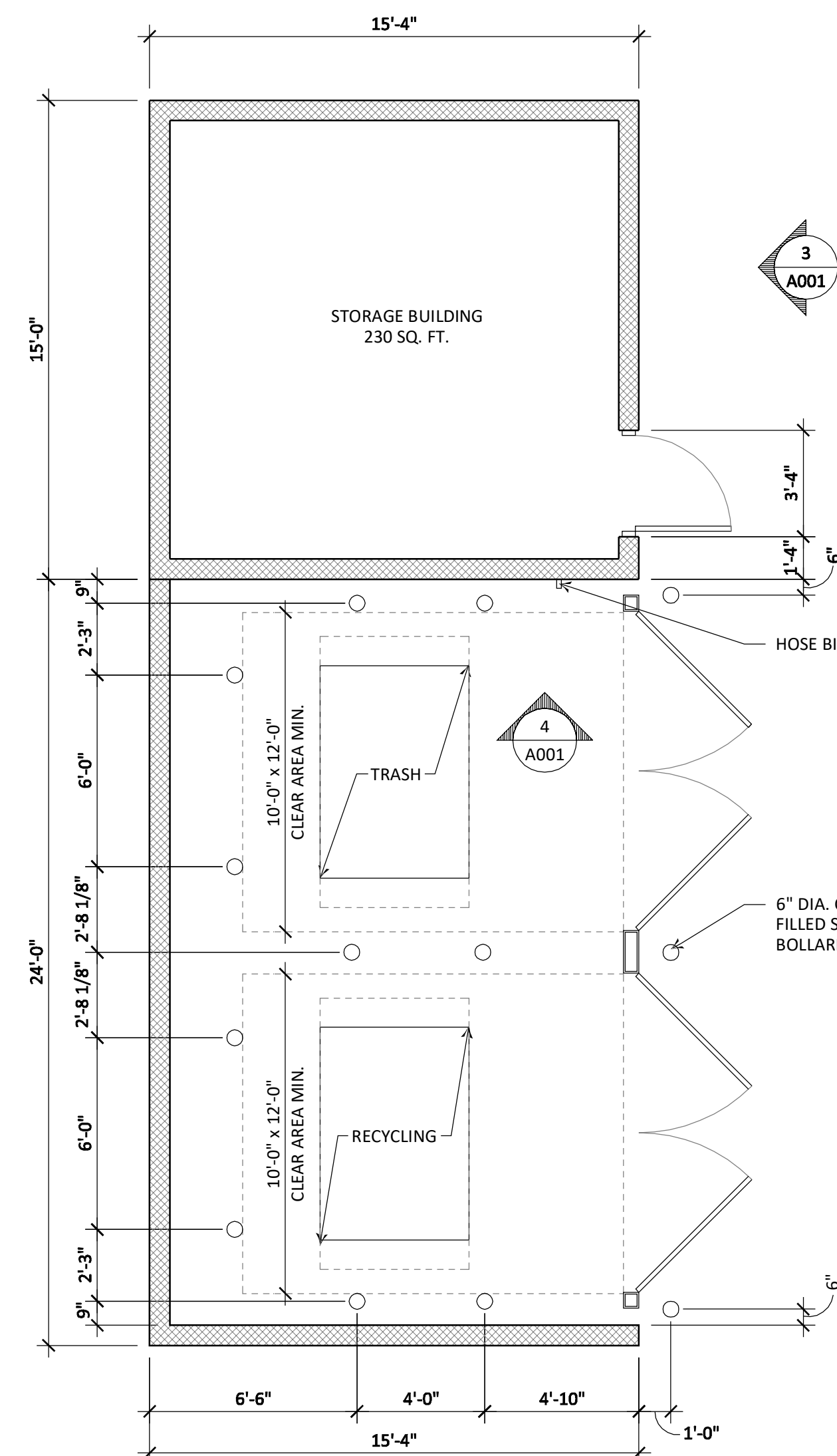
THERE ARE NO PRESERVED TREES ON THIS SITE.





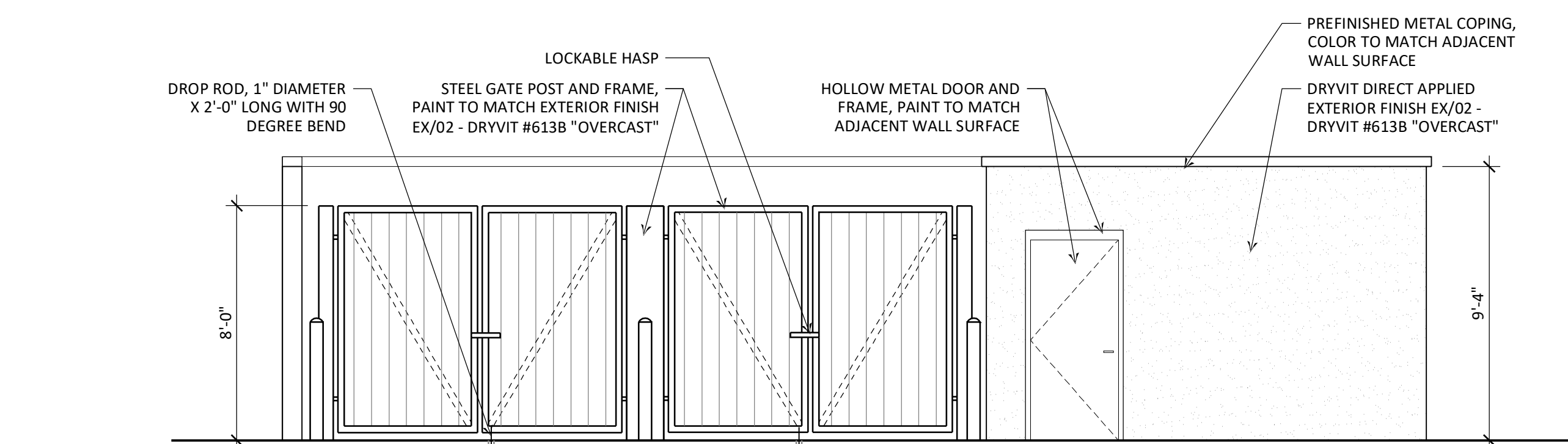
1 SITE PLAN

SCALE: 1" = 20'



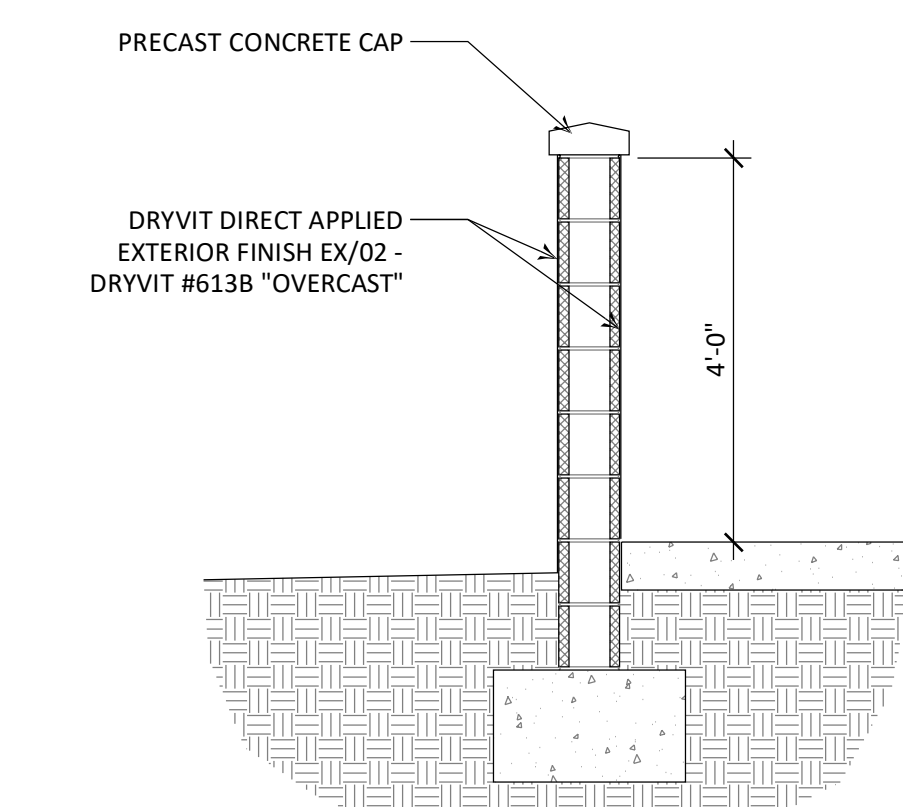
2 STORAGE/TRASH ENCLOSURE PLAN

SCALE: 1/4" = 1'-0"



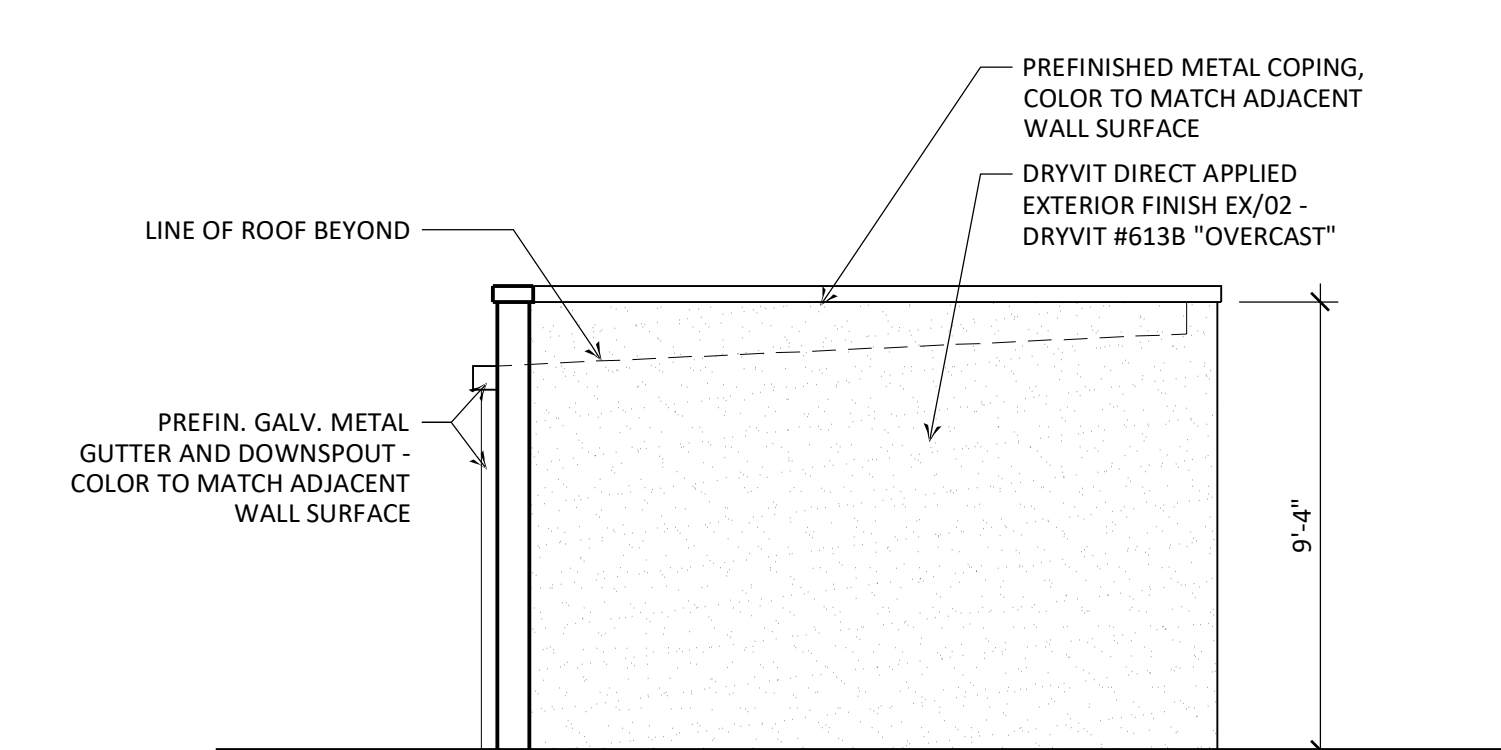
3 STORAGE BUILDING ELEVATION

SCALE: 1/4" = 1'-0"



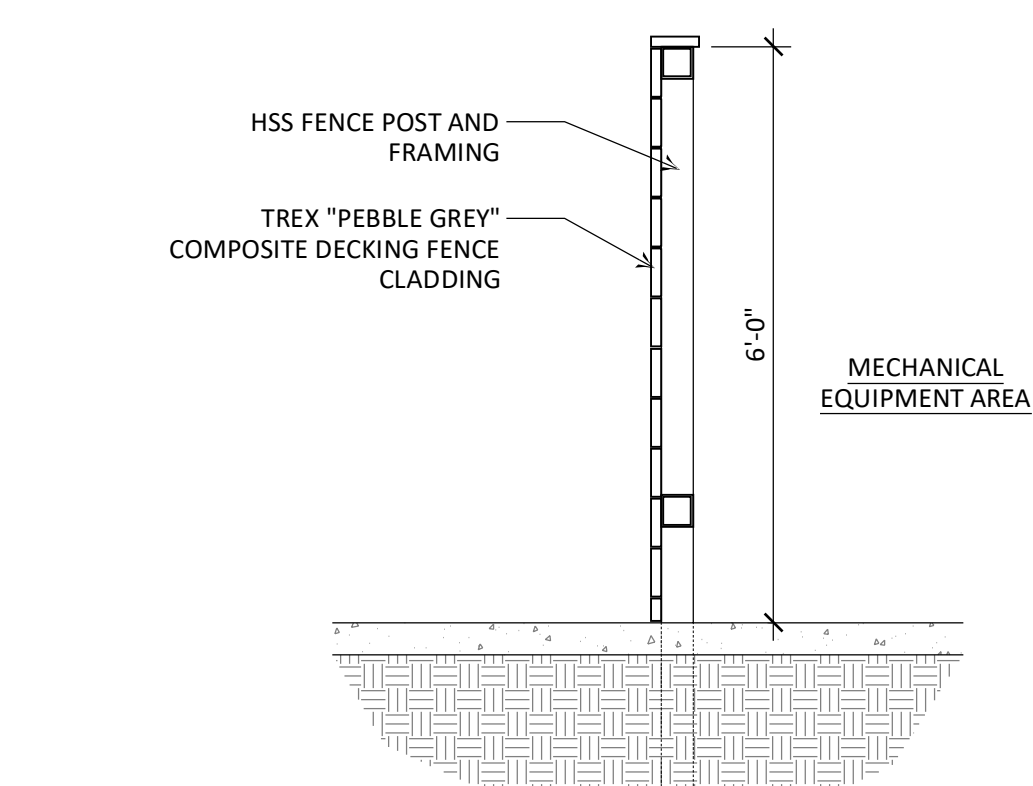
6 SITE WALL DETAIL

SCALE: 1/2" = 1'-0"



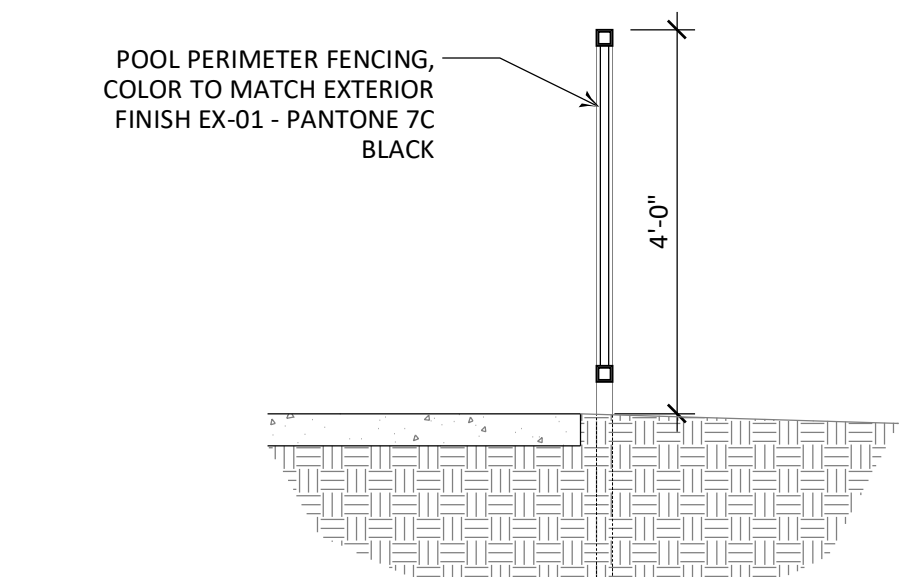
4 STORAGE BUILDING ELEVATION

SCALE: 1/4" = 1'-0"



5 SCREEN WALL DETAIL

SCALE: 1/2" = 1'-0"



7 POOL FENCE DETAIL

SCALE: 1/2" = 1'-0"

SHEET INDEX

SHEET #	SHEET TITLE
A001	SITE PLAN
A002	SITE PHOTOMETRIC PLAN
A101	GROUND FLOOR PLAN
A102	2ND & 3RD FLOOR PLANS
A103	4TH FLOOR PLAN
A104	ROOF PLAN
A301	EXTERIOR ELEVATIONS



2710 Sutton Blvd.
St. Louis, MO 63143
www.adg-stl.com
P: 314.644.1234
F: 314.644.4373

ALL ARCHITECTURAL AND ENGINEERING DRAWINGS ARE
IN CONFORMANCE AND SUBMITTANCE TO THE
ARCHITECT. ALL CONSTRUCTION SHALL BE IN ACCORDANCE
WITH THE LATEST EDITIONS OF THE
CONSOLIDATED MECHANICAL CODES AND
THE LATEST EDITIONS OF THE
INTERNATIONAL RESIDENTIAL CODES.
JOB NUMBER: 2018.0851.00

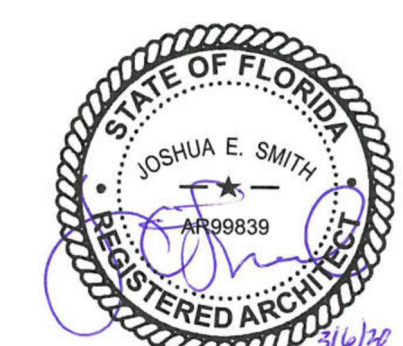
OWNER:
HB 98, LLC
5384 POPLAR AVENUE
SUITE 340
MEMPHIS, TENNESSEE 38119
PHONE: (901) 684-1234

PROJECT:
**PROPOSED TRU HOTEL
-AT-
HENDERSON BEACH DRIVE & COMMONS
DRIVE WEST
DESTIN, FLORIDA**



PROJECT:

No.	DATE	ISSUE
1	08.15.19	ISSUED FOR PLANNING AND ZONING REVIEW
2	08.22.19	PLANNING AND ZONING REVIEW COMMENTS
3	08.22.19	PLANNING AND ZONING REVIEW COMMENTS
4	08.22.19	FINAL PLANS FOR DEVELOPMENT ORDER



JOSHUA E. SMITH
LICENSE #A99839
EXP. 2/28/2021

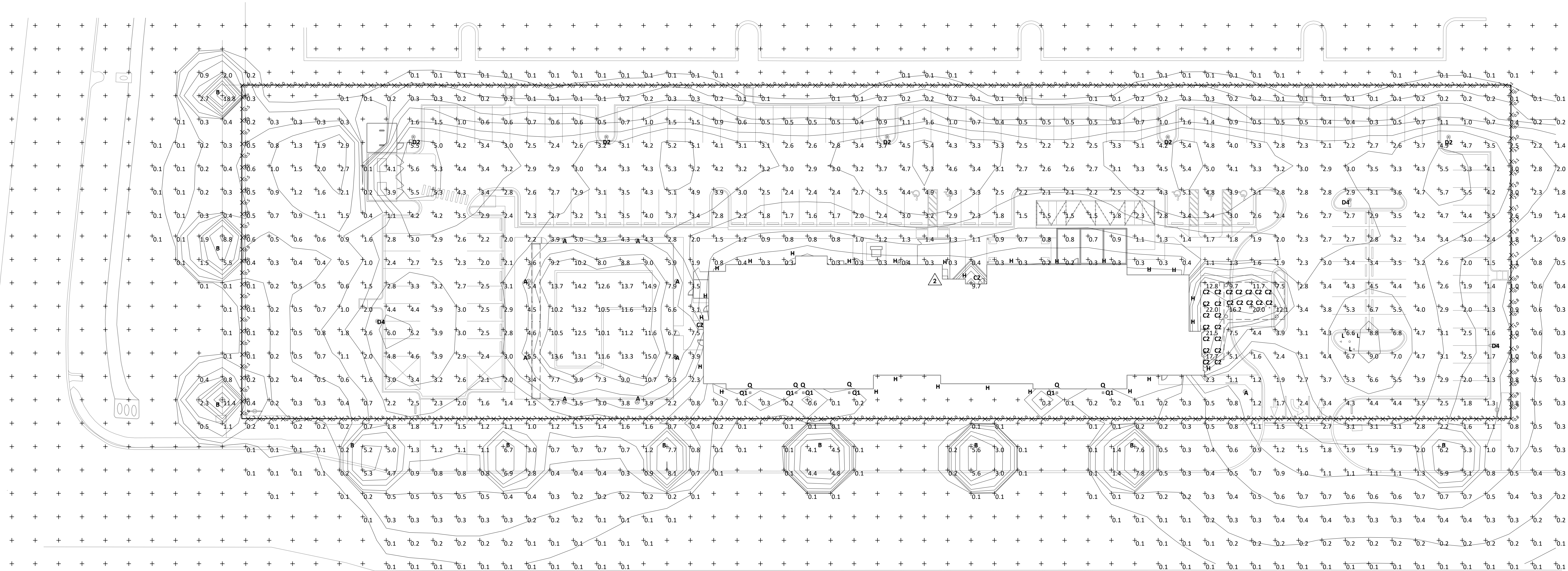
GROUND FLOOR
PLAN

DRAWN: AJY
CHECKED: JES

A001
SHEET 01 OF 07

1 SITE PHOTOMETRIC PLAN

SCALE: 1/24" = 1'-0"



2710 Sutton Blvd.
St. Louis, MO 63143
www.adg-stl.com
P: 314.644.1234
F: 314.644.4373
C.O.A. #32786

ALL ARCHITECTURAL AND ENGINEERING DRAWINGS ARE
IN CONFORMANCE AND SUBMITTAL TO THE BOARD OF THE
ARCHITECT. ALL CONSTRUCTION SHALL BE IN ACCORDANCE
WITH THE LATEST EDITION OF THE BUILDING CODE.

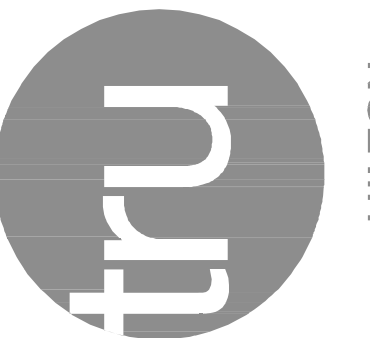
JOB NUMBER: 2018.0851.00

OWNER:

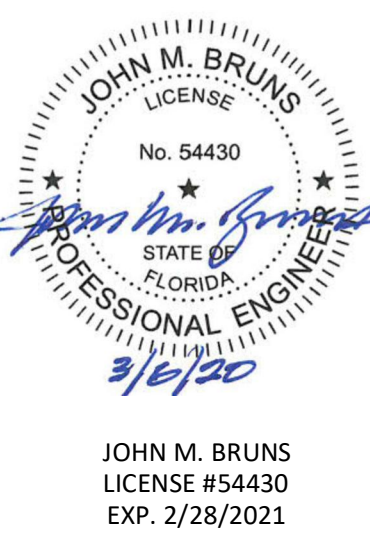
HB 98, LLC
5384 POPLAR AVENUE
SUITE 340
MEMPHIS, TENNESSEE 38119
PHONE: (901) 684-1234

PROJECT:

PROPOSED TRU HOTEL
-AT-
HENDERSON BEACH DRIVE & COMMONS
DRIVE WEST
DESTIN, FLORIDA



No.	DATE	ISSUE
1	8.1.18	ISSUED FOR PLANNING AND ZONING REVIEW
2	08.28.18	PLANNING AND ZONING REVIEW COMMENTS
3	08.28.18	PLANNING AND ZONING REVIEW COMMENTS
4	03.28.20	FINAL PLANS FOR DEVELOPMENT ORDER



SITE
PHOTOMETRIC PLAN

DRAWN: PFF
CHECKED: JMB

A002
SHEET 02 OF 07



1 GROUND FLOOR PLAN

SCALE: 1/8" = 1'-0"

GUEST ROOM COUNT BREAKDOWN

ROOM TYPE	GROUND	2ND FL	3RD FL	4TH FL	TOTAL
GUEST ROOM	8	34	34	34	110
ACCESSIBLE GUEST ROOM	1	2	2	2	7
TOTAL	9	36	36	36	117

BUILDING INFORMATION

TOTAL BUILDING AREA:	60,400 SQ. FT. + 230 SQ. FT. (STORAGE BLDG.) = 60,630 SQ. FT.
BUILDING HEIGHT:	40 FEET
STORIES:	4
TYPE OF CONSTRUCTION:	IIB
SPRINKLER:	YES
STANDPIPE:	YES
FLOOR AREA:	
FIRST FLOOR	15,148 SQ. FT.
SECOND FLOOR	15,114 SQ. FT.
THIRD FLOOR	15,067 SQ. FT.
FOURTH FLOOR	15,071 SQ. FT.
TOTAL:	60,400 SQ. FT.
STORAGE BUILDING	230 SQ. FT.

LOBBY SEATING CAPACITY

GROUND FLOOR	# OF SEATS
LOUNGE	40
WORK ZONE	7
GAME ZONE	38
DINING	54
TOTAL	139
OUTDOOR PATIO	23



2710 Sutton Blvd.
St. Louis, MO 63143
www.adg-stl.com
P: 314.644.1234
F: 314.644.4373

ALL ARCHITECTURAL AND ENGINEERING DRAWINGS ARE
IN CONFORMANCE WITH THE STANDARDS AND PRACTICES OF THE
ARCHITECT. ALL CONSTRUCTION SHALL BE IN ACCORDANCE
WITH THE LATEST EDITIONS OF THE BUILDING CODES AND
SPECIFICATIONS AND SHALL BE SUBJECT TO THE ARCHITECT'S
REVIEW AND APPROVAL.

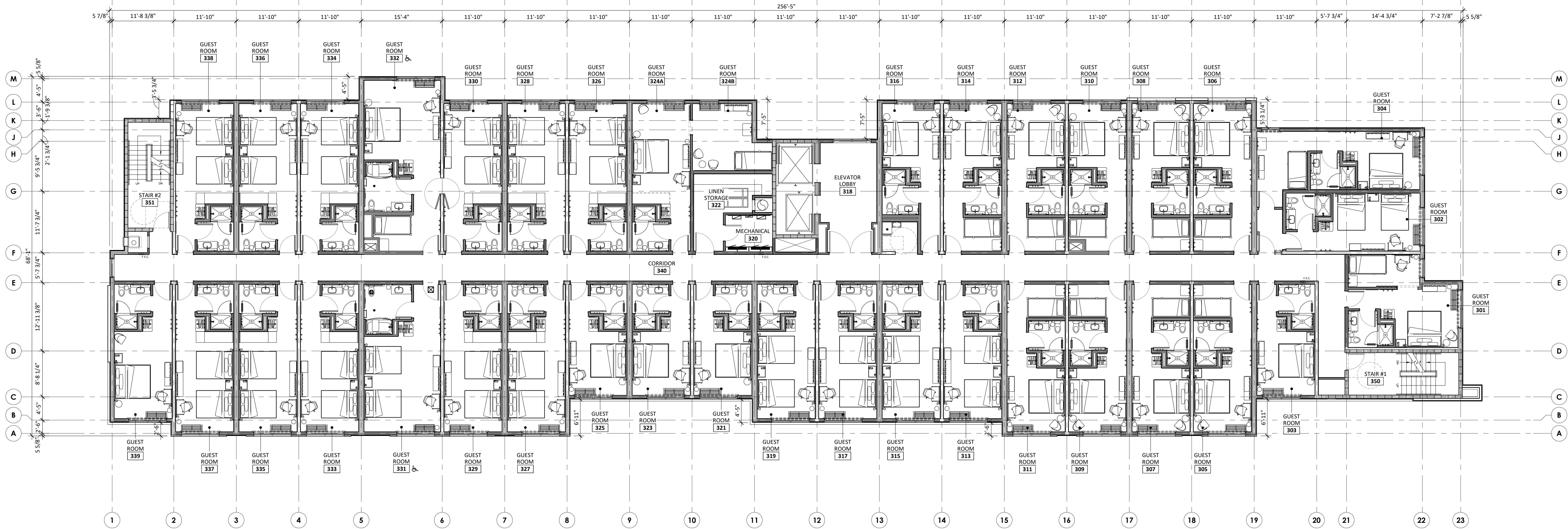
JOB NUMBER: 2018.0851.00

OWNER:
HB 98, LLC
5384 POPLAR AVENUE
SUITE 340
MEMPHIS, TENNESSEE 38119
PHONE: (901) 684-1234

PROJECT:
**PROPOSED TRU HOTEL
-AT-
HENDERSON BEACH DRIVE & COMMONS
DRIVE WEST
DESTIN, FLORIDA**

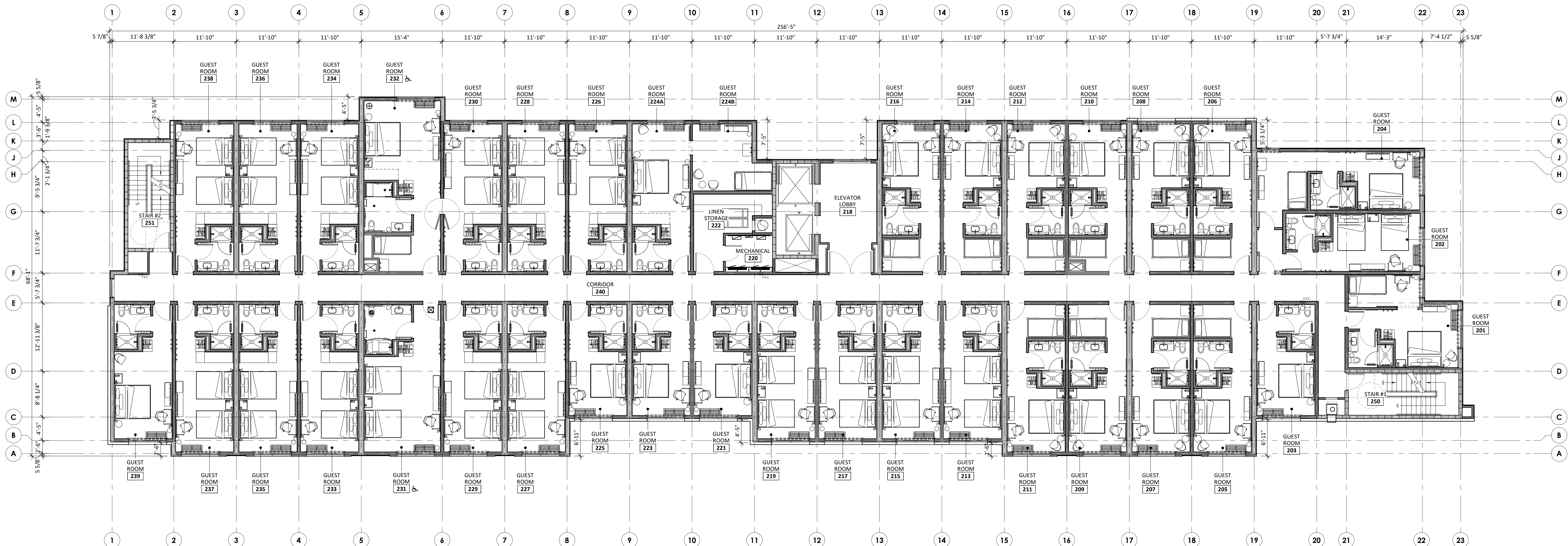


ISSUE:
NO. DATE: 1 8.1.18
2 8.1.18
3 8.1.18
4 8.1.18
5 8.1.18
6 8.1.18
7 8.1.18
8 8.1.18
9 8.1.18
10 8.1.18
11 8.1.18
12 8.1.18
13 8.1.18
14 8.1.18
15 8.1.18
16 8.1.18
17 8.1.18
18 8.1.18
19 8.1.18
20 8.1.18
21 8.1.18
22 8.1.18
23 8.1.18
24 8.1.18
25 8.1.18
26 8.1.18
27 8.1.18
28 8.1.18
29 8.1.18
30 8.1.18
31 8.1.18
32 8.1.18
33 8.1.18
34 8.1.18
35 8.1.18
36 8.1.18
37 8.1.18
38 8.1.18
39 8.1.18
40 8.1.18
41 8.1.18
42 8.1.18
43 8.1.18
44 8.1.18
45 8.1.18
46 8.1.18
47 8.1.18
48 8.1.18
49 8.1.18
50 8.1.18
51 8.1.18
52 8.1.18
53 8.1.18
54 8.1.18
55 8.1.18
56 8.1.18
57 8.1.18
58 8.1.18
59 8.1.18
60 8.1.18
61 8.1.18
62 8.1.18
63 8.1.18
64 8.1.18
65 8.1.18
66 8.1.18
67 8.1.18
68 8.1.18
69 8.1.18
70 8.1.18
71 8.1.18
72 8.1.18
73 8.1.18
74 8.1.18
75 8.1.18
76 8.1.18
77 8.1.18
78 8.1.18
79 8.1.18
80 8.1.18
81 8.1.18
82 8.1.18
83 8.1.18
84 8.1.18
85 8.1.18
86 8.1.18
87 8.1.18
88 8.1.18
89 8.1.18
90 8.1.18
91 8.1.18
92 8.1.18
93 8.1.18
94 8.1.18
95 8.1.18
96 8.1.18
97 8.1.18
98 8.1.18
99 8.1.18
100 8.1.18
101 8.1.18
102 8.1.18
103 8.1.18
104 8.1.18
105 8.1.18
106 8.1.18
107 8.1.18
108 8.1.18
109 8.1.18
110 8.1.18
111 8.1.18
112 8.1.18
113 8.1.18
114 8.1.18
115 8.1.18
116 8.1.18
117 8.1.18
118 8.1.18
119 8.1.18
120 8.1.18
121 8.1.18
122 8.1.18
123 8.1.18
124 8.1.18
125 8.1.18
126 8.1.18
127 8.1.18
128 8.1.18
129 8.1.18
130 8.1.18
131 8.1.18
132 8.1.18
133 8.1.18
134 8.1.18
135 8.1.18
136 8.1.18
137 8.1.18
138 8.1.18
139 8.1.18
140 8.1.18
141 8.1.18
142 8.1.18
143 8.1.18
144 8.1.18
145 8.1.18
146 8.1.18
147 8.1.18
148 8.1.18
149 8.1.18
150 8.1.18
151 8.1.18
152 8.1.18
153 8.1.18
154 8.1.18
155 8.1.18
156 8.1.18
157 8.1.18
158 8.1.18
159 8.1.18
160 8.1.18
161 8.1.18
162 8.1.18
163 8.1.18
164 8.1.18
165 8.1.18
166 8.1.18
167 8.1.18
168 8.1.18
169 8.1.18
170 8.1.18
171 8.1.18
172 8.1.18
173 8.1.18
174 8.1.18
175 8.1.18
176 8.1.18
177 8.1.18
178 8.1.18
179 8.1.18
180 8.1.18
181 8.1.18
182 8.1.18
183 8.1.18
184 8.1.18
185 8.1.18
186 8.1.18
187 8.1.18
188 8.1.18
189 8.1.18
190 8.1.18
191 8.1.18
192 8.1.18
193 8.1.18
194 8.1.18
195 8.1.18
196 8.1.18
197 8.1.18
198 8.1.18
199 8.1.18
200 8.1.18
201 8.1.18
202 8.1.18
203 8.1.18
204 8.1.18
205 8.1.18
206 8.1.18
207 8.1.18
208 8.1.18
209 8.1.18
210 8.1.18
211 8.1.18
212 8.1.18
213 8.1.18
214 8.1.18
215 8.1.18
216 8.1.18
217 8.1.18
218 8.1.18
219 8.1.18
220 8.1.18
221 8.1.18
222 8.1.18
223 8.1.18
224 8.1.18
225 8.1.18
226 8.1.18
227 8.1.18
228 8.1.18
229 8.1.18
230 8.1.18
231 8.1.18
232 8.1.18
233 8.1.18
234 8.1.18
235 8.1.18
236 8.1.18
237 8.1.18
238 8.1.18
239 8.1.18
240 8.1.18
241 8.1.18
242 8.1.18
243 8.1.18
244 8.1.18
245 8.1.18
246 8.1.18
247 8.1.18
248 8.1.18
249 8.1.18
250 8.1.18
251 8.1.18
252 8.1.18
253 8.1.18
254 8.1.18
255 8.1.18
256 8.1.18
257 8.1.18
258 8.1.18
259 8.1.18
260 8.1.18
261 8.1.18
262 8.1.18
263 8.1.18
264 8.1.18
265 8.1.18
266 8.1.18
267 8.1.18
268 8.1.18
269 8.1.18
270 8.1.18
271 8.1.18
272 8.1.18
273 8.1.18
274 8.1.18
275 8.1.18
276 8.1.18
277 8.1.18
278 8.1.18
279 8.1.18
280 8.1.18
281 8.1.18
282 8.1.18
283 8.1.18
284 8.1.18
285 8.1.18
286 8.1.18
287 8.1.18
288 8.1.18
289 8.1.18
290 8.1.18
291 8.1.18
292 8.1.18
293 8.1.18
294 8.1.18
295 8.1.18
296 8.1.18
297 8.1.18
298 8.1.18
299 8.1.18
300 8.1.18
301 8.1.18
302 8.1.18
303 8.1.18
304 8.1.18
305 8.1.18
306 8.1.18
307 8.1.18
308 8.1.18
309 8.1.18
310 8.1.18
311 8.1.18
312 8.1.18
313 8.1.18
314 8.1.18
315 8.1.18
316 8.1.18
317 8.1.18
318 8.1.18
319 8.1.18
320 8.1.18
321 8.1.18
322 8.1.18
323 8.1.18
324 8.1.18
325 8.1.18
326 8.1.18
327 8.1.18
328 8.1.18
329 8.1.18
330 8.1.18
331 8.1.18
332 8.1.18
333 8.1.18
334 8.1.18
335 8.1.18
336 8.1.18
337 8.1.18
338 8.1.18
339 8.1.18
340 8.1.18
341 8.1.18
342 8.1.18
343 8.1.18
344 8.1.18
345 8.1.18
346 8.1.18
347 8.1.18
348 8.1.18
349 8.1.18
350 8.1.18
351 8.1.18
352 8.1.18
353 8.1.18
354 8.1.18
355 8.1.18
356 8.1.18
357 8.1.18
358 8.1.18
359 8.1.18
360 8.1.18
361 8.1.18
362 8.1.18
363 8.1.18
364 8.1.18
365 8.1.18
366 8.1.18
367 8.1.18
368 8.1.18
369 8.1.18
370 8.1.18
371 8.1.18
372 8.1.18
373 8.1.18
374 8.1.18
375 8.1.18
376 8.1.18
377 8.1.18
378 8.1.18
379 8.1.18
380 8.1.18
381 8.1.18
382 8.1.18
383 8.1.18
384 8.1.18
385 8.1.18
386 8.1.18
387 8.1.18
388 8.1.18
389 8.1.18
390 8.1.18
391 8.1.18
392 8.1.18
393 8.1.18
394 8.1.18
395 8.1.18
396 8.1.18
397 8.1.18
398 8.1.18
399 8.1.18
400 8.1.18
401 8.1.18
402 8.1.18
403 8.1.18
404 8.1.18
405 8.1.18
406 8.1.18
407 8.1.18
408 8.1.18
409 8.1.18
410 8.1.18
411 8.1.18
412 8.1.18
413 8.1.18
414 8.1.18
415 8.1.18
416 8.1.18
417 8.1.18
418 8.1.18
419 8.1.18
420 8.1.18
421 8.1.18
422 8.1.18
423 8.1.18
424 8.1.18
425 8.1.18
426 8.1.18
427 8.1.18
428 8.1.18
429 8.1.18
430 8.1.18
431 8.1.18
432 8.1.18
433 8.1.18
434 8.1.18
435 8.1.18
436 8.1.18
437 8.1.18
438 8.1.18
439 8.1.18
440 8.1.18
441 8.1.18
442 8.1.18
443 8.1.18
444 8.1.18
445 8.1.18
446 8.1.18
447 8.1.18
448 8.1.18
449 8.1.18
450 8.1.18
451 8.1.18
452 8.1.18
453 8.1.18
454 8.1.18
455 8.1.18
456 8.1.18
457 8.1.18
458 8.1.18
459 8.1.18
460 8.1.18
461 8.1.18
462 8.1.18
463 8.1.18
464 8.1.18
465 8.1.18
466 8.1.18
467 8.1.18
468 8.1.18
469 8.1.18
470 8.1.18
471 8.1.18
472 8.1.18
473 8.1.18
474 8.1.18
475 8.1.18
476 8.1.18
477 8.1.18
478 8.1.18
479 8.1.18
480 8.1.18
481 8.1.18
482 8.1.18
483 8.1.18
484 8.1.18
485 8.1.18
486 8.1.18
487 8.1.18
488 8.1.18
489 8.1.18
490 8.1.18
491 8.1.18
492 8.1.18
493 8.1.18
494 8.1.18
495 8.1.18
496 8.1.18
497 8.1.18
498 8.1.18
499 8.1.18
500 8.1.18
501 8.1.18
502 8.1.18
503 8.1.18
504 8.1.18
505 8.1.18
506 8.1.18
507 8.1.18
508 8.1.18
509 8.1.18
510 8.1.18
511 8.1.18
512 8.1.18
513 8.1.18
514 8.1.18
515 8.1.18
516 8.1.18
517 8.1.18
518 8.1.18
519 8.1.18
520 8.1.18
521 8.1.18
522 8.1.18
523 8.1.18
524 8.1.18
525 8.1.18
526 8.1.18
527 8.1.18
528 8.1.18
529 8.1.18
530 8.1.18
531 8.1.18
532 8.1.18
533 8.1.18
534 8.1.18
535 8.1.18
536 8.1.18
537 8.1.18
538 8.1.18
539 8.1.18
540 8.1.18
541 8.1.18
542 8.1.18
543 8.1.18
544 8.1.18
545 8.1.18
546 8.1.18
547 8.1.18
548 8.1.18
549 8.1.18
550 8.1.18
551 8.1.18
552 8.1.18
553 8.1.18
554 8.1.18
555 8.1.18
556 8.1.18
557 8.1.18
558 8.1.18
559 8.1.18
560 8.1.18
561 8.1.18
562 8.1.18
563 8.1.18
564 8.1.18
565 8.1.18
566 8.1.18
567 8.1.18
568 8.1.18
569 8.1.18
570 8.1.18
571 8.1.18
572 8.1.18
573 8.1.18
574 8.1.18
575 8.1.18
576 8.1.18
577 8.1.18
578 8.1.18
579 8.1.18
580 8.1.18
581 8.1.18
582 8.1.18
583 8.1.18
584 8.1.18
585 8.1.18
586 8.1.18
587 8.1.18
588 8.1.18
589 8.1.18
590 8.1.18
591 8.1.18
592 8.1.18
593 8.1.18
594 8.1.18
595 8.1.18
596 8.1.18
597 8.1.18
598 8.1.18
599 8.1.18
600 8.1.18
601 8.1.18
602 8.1.18
603 8.1.18
604 8.1.18
605 8.1.18
606 8.1.18
607 8.1.18
608 8.1.18
609 8.1.18
610 8.1.18
611 8.1.18
612 8.1.18
613 8.1.18
614 8.1.18
615 8.1.18
616 8.1.18
617 8.1.18
618 8.1.18
619 8.1.18
620 8.1.18
621 8.1.18
622 8.1.18
623 8.1.18
624 8.1.18
625 8.1.18
626 8.1.18
627 8.1.18
628 8.1.18
629 8.1.18
630 8.1.18
631 8.1.18
632 8.1.18
633 8.1.18
634 8.1.18
635 8.1.18
636 8.1.18
637 8.1.18
638 8.1.18
639 8.1.18
640 8.1.18
641 8.1.18
642 8.1.18
643 8.1.18
644 8.1.18
645 8.1.18
646 8.1.18
647 8.1.18
648 8.1.18
649 8.1.18
650 8.1.18
651 8.1.18
652 8.1.18
653 8.1.18
654 8.1.18
655 8.1.18
656 8.1.18
657 8.1.18
658 8.1.18
659 8.1.18
660 8.1.18
661 8.1.18
662 8.1.18
663 8.1.18
664 8.1.18
665 8.1.18
666 8.1.18
667 8.1.18
668 8.1.18
669 8.1.18
670 8.1.18
671 8.1.18
672 8.1.18
673 8.1.18
674 8.1.18
675 8.1.18
676 8.1.18
677 8.1.18
678 8.1.18
679 8.1.18
680 8.1.18
681 8.1.18
682 8.1.18
683 8.1.18
684 8.1.18
685 8.1.18
686 8.1.18
687 8.1.18
688 8.1.18
689 8.1.18
690 8.1.18
691 8.1.18
692 8.1.18
693 8.1.18
694 8.1.18
695 8.1.18
696 8.1.18
697 8.1.18
698 8.1.18
699 8.1.18
700 8.1.18
701 8.1.18
702 8.1.18
703 8.1.18
704 8.1.18
705 8.1.18
706 8.1.18
707 8.1.18
708 8.1.18
709 8.1.18
710 8.1.18
711 8.1.18
712 8.1.18
713 8.1.18
714 8.1.18
715 8.1.18
716 8.1.18
717 8.1.18
718 8.1.18
719 8.1.18
720 8.1.18
721 8.1.18
722 8.1.18
723 8.1.18
724 8.1.18
725 8.1.18
726 8.1.18
727 8.1.18
728 8.1.18
729 8.1.18
730 8.1.18
731 8.1.18
732 8.1.18
733 8.1.18
734 8.1.18
735 8.1.18
736 8.1.18
737 8.1.18
738 8.1.18
739 8.1.18
740 8.1.18
741 8.1.18
742 8.1.18
743 8.1.18
744 8.1.18
745 8.1.18
746 8.1.18
747 8.1.18
748 8.1.18
749 8.1.18
750 8.1.18
751 8.1.18
752 8.1.18
753 8.1.18
754 8.1.18
755 8.1.18
756 8.1.18
757 8.1.18
758 8.1.18
759 8.1.18
760 8.1.18
761 8.1.18
762 8.1.18
763 8.1.18
764 8.1.18
765 8.1.18
766 8.1.18
767 8.1.18
768 8.1.18
769 8.1.18
770 8.1.18
771 8.1.18
772 8.1.18
773 8.1.18
774 8.1.18
775 8.1.18
776 8.1.18
777 8.1.18
778 8.1.18
779 8.1.18
780 8.1.18
781 8.1.18
782 8.1.18
783 8.1.18
784 8.1.18
785 8.1.18
786 8.1.18
787 8.1.18
788 8.1.18
789 8.1.18
790 8.1.18
791 8.1.18
792 8.1.18
793 8.1.18
794 8.1.18
795 8.1.18
796 8.1.18
797 8.1.18
798 8.1.18
799 8.1.18
800 8.1.18
801 8.1.18
802 8.1.18
803 8.1.18
804 8.1.18
805 8.1.18
806 8.1.18
807 8.1.18
808 8.1.18
809 8.1.18
810 8.1.18
811 8.1.18
812 8.1.18
813 8.1.18
814 8.1.18
815 8.1.18
816 8.1.18
817 8.1.18
818 8.1.18
819 8.1.18
820 8.1.18
821 8.1.18
822 8.1.18
823 8.1.18
824 8.1.18
825 8.1.18
826 8.1.18
827 8.1.18
828 8.1.18
829 8.1.18
830 8.1.18
831 8.1.18
832 8.1.18
833 8.1.18
834 8.1.18
835 8.1.18
836 8.1.18
837 8.1.18
838 8.1.18
839 8.1.18
840 8.1.18
841 8.1.18
842 8.1.18
843 8.1.18
844 8.1.18
845 8.1.18
846 8.1.18
847 8.1.18
848 8.1.18
849 8.1.18
850 8.1.18
851 8.1.18
852 8.1.18
853 8.1.18
854 8.1.18
855 8.1.18
856 8.1.18
857 8.1.18
858 8.1.18
859 8.1.18
860 8.1.18
861 8.1.18
862 8.1.18
863 8.1.18
864 8.1.18
865 8.1.18
866 8.1.18
867 8.1.18
868 8.1.18
869 8.1.18
870 8.1.18
871 8.1.18
872 8.1.18
873 8.1.18
874 8.1.18
875 8.1.18
876 8.1.18
877 8.1.18
878 8.1.18
879 8.1.18
880 8.1.18
881 8.1.18
882 8.1.18
883 8.1.18
884 8.1.18
885 8.1.18
886 8.1.18
887 8.1.18
888 8.1.18
889 8.1.18
890 8.1.18
891 8.1.18
892 8.1.18
893 8.1.18
894 8.1.18
895 8.1.18
896 8.1.18
897 8.1.18
898 8.1.18
899 8.1.18
900 8.1.1



2 3RD FLOOR PLAN

SCALE: 1/8" = 1'-0"



1 2ND FLOOR PLAN

SCALE: 1/8" = 1'-0"



2710 Sutton Blvd.
St. Louis, MO 63143
www.adg-stl.com
P: 314.644.1234
F: 314.644.4373

ALL ARCHITECTURAL AND ENGINEERING DRAWINGS ARE
THE PROPERTY OF ARCHITECTURAL DESIGN GUILD, INC.
AND CONSTITUTE A TRADE SECRET. NO PART OF THIS
DRAWING SHALL BE REPRODUCED OR TRANSMITTED IN ANY
FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL,
INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY
INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT
THE WRITTEN PERMISSION OF ARCHITECTURAL DESIGN GUILD, INC.
JOB NUMBER: 2018.0851.00

OWNER:
HB 98, LLC
5384 POPLAR AVENUE
SUITE 340
MEMPHIS, TENNESSEE 38119
PHONE: (901) 684-1234

PROPOSED TRU HOTEL
-AT-
HENDERSON BEACH DRIVE & COMMONS
DRIVE WEST
DESTIN, FLORIDA



PROJECT:

NO.	DATE	ISSUE
1	8.1.18	ISSUED FOR PLANNING AND ZONING REVIEW
2	08.28.19	PLANNING AND ZONING REVIEW COMMENTS
3	03.04.20	FINAL PLANS FOR DEVELOPMENT ORDERS

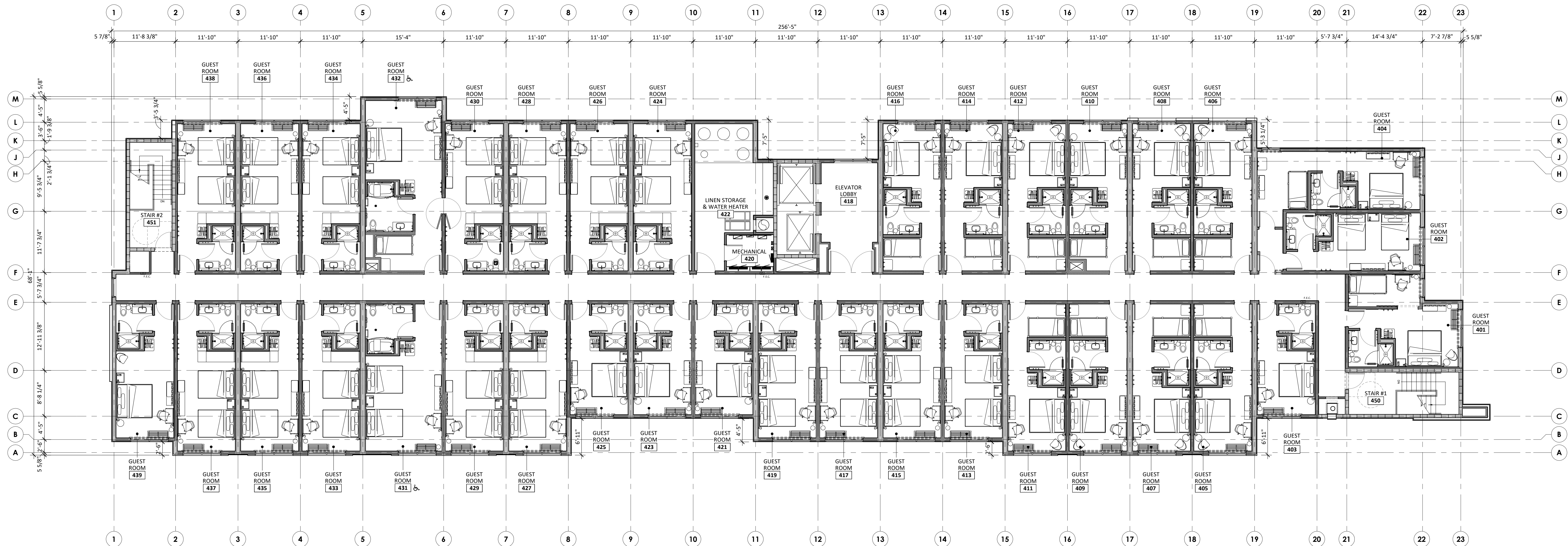


JOSHUA E. SMITH
LICENSE #AR989839
EXP. 2/28/2021

2ND & 3RD FLOOR
PLAN

DRAWN: SCH
CHECKED: JES

A102
SHEET 04 OF 07



1 4TH FLOOR PLAN

SCALE: 1/8" = 1'-0"



2710 Sutton Blvd.
St. Louis, MO 63143
www.adg-stl.com
P: 314.644.1234
F: 314.644.4373

ALL ARCHITECTURAL AND ENGINEERING DRAWINGS ARE
THE PROPERTY OF ARCHITECTURAL DESIGN GUILD, INC. AND
SHALL REMAIN THE PROPERTY OF ARCHITECTURAL DESIGN GUILD, INC.
AND SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS
ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION
SYSTEMS WITHOUT PERMISSION IN WRITING FROM ARCHITECTURAL DESIGN GUILD, INC.

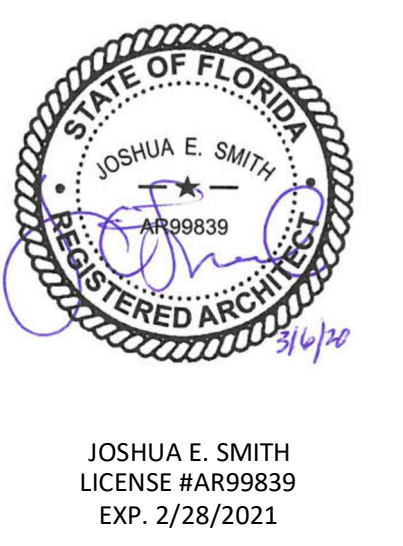
JOB NUMBER: 2018.0851.00

OWNER:
HB 98, LLC
5384 POPLAR AVENUE
SUITE 340
MEMPHIS, TENNESSEE 38119
PHONE: (901) 684-1234

PROJECT:
**PROPOSED TRU HOTEL
-AT-
HENDERSON BEACH DRIVE & COMMONS
DRIVE WEST
DESTIN, FLORIDA**



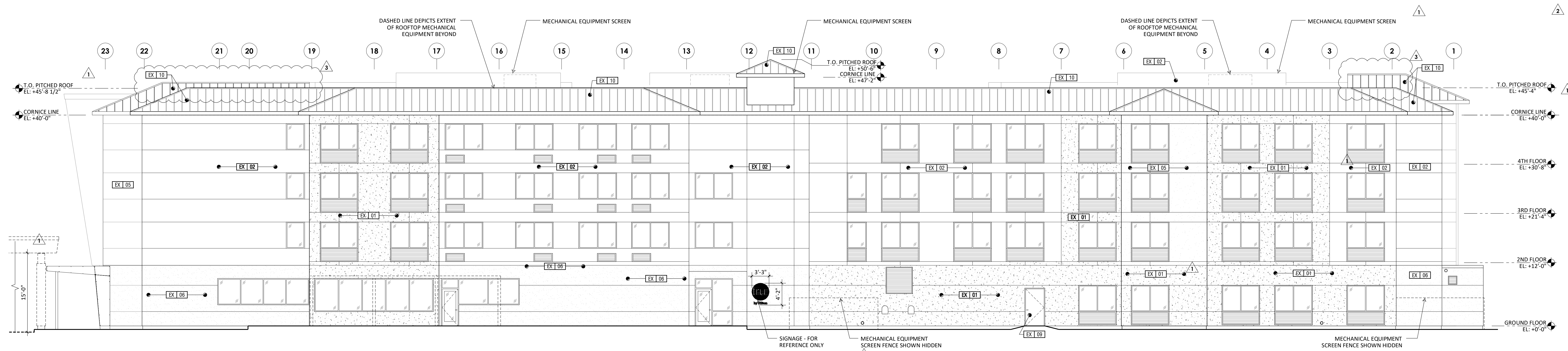
NO.	DATE	ISSUE
1	08.15.18	ISSUED FOR PLANNING AND ZONING REVIEW
2	08.22.19	PLANNING AND ZONING REVIEW COMMENTS
3	08.22.19	PLANNING AND ZONING REVIEW COMMENTS
4	03.28.20	FINAL PLANS FOR DEVELOPMENT ORDER



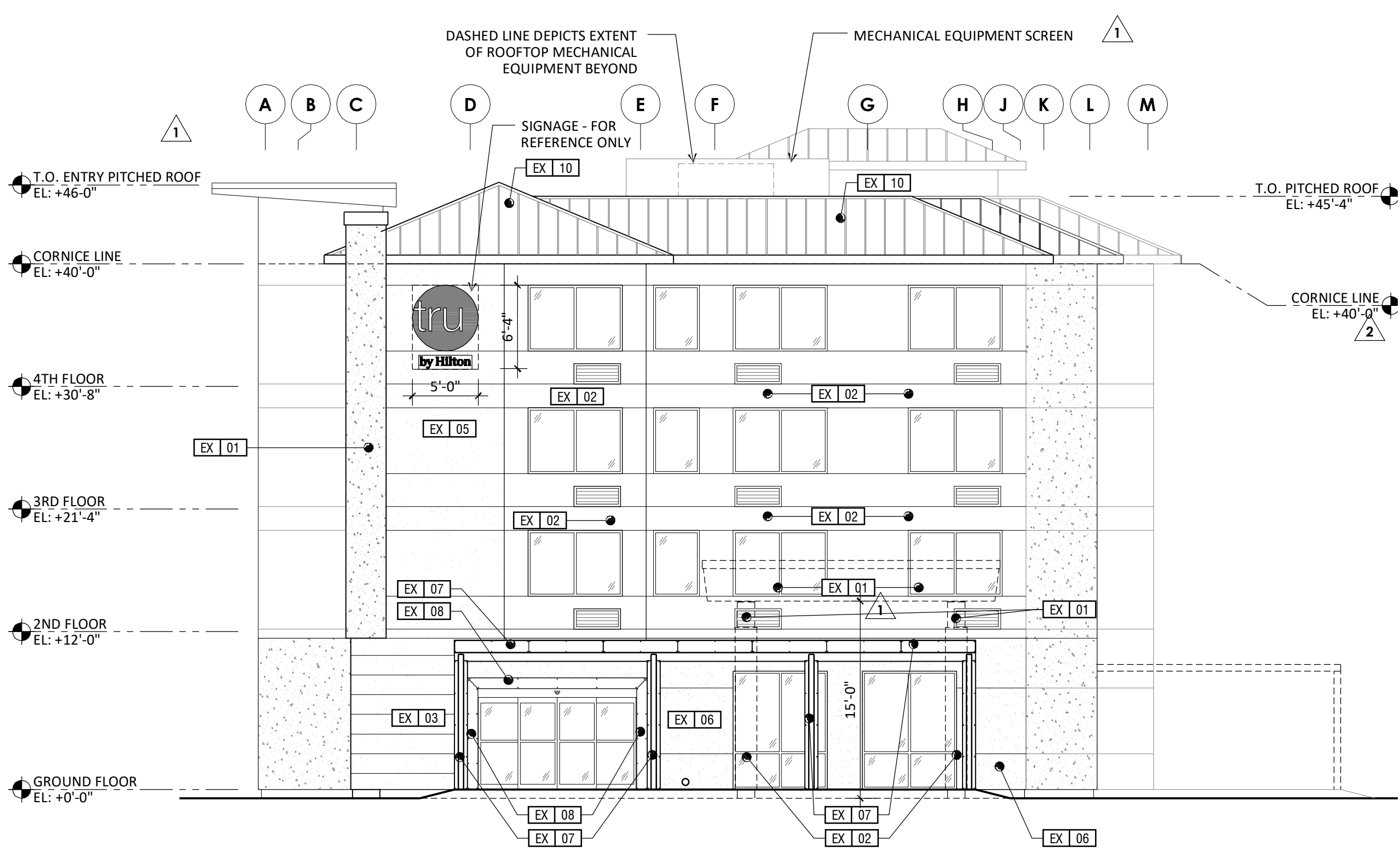
4TH FLOOR PLAN

DRAWN: SCH
CHECKED: JES

A103
SHEET 05 OF 07

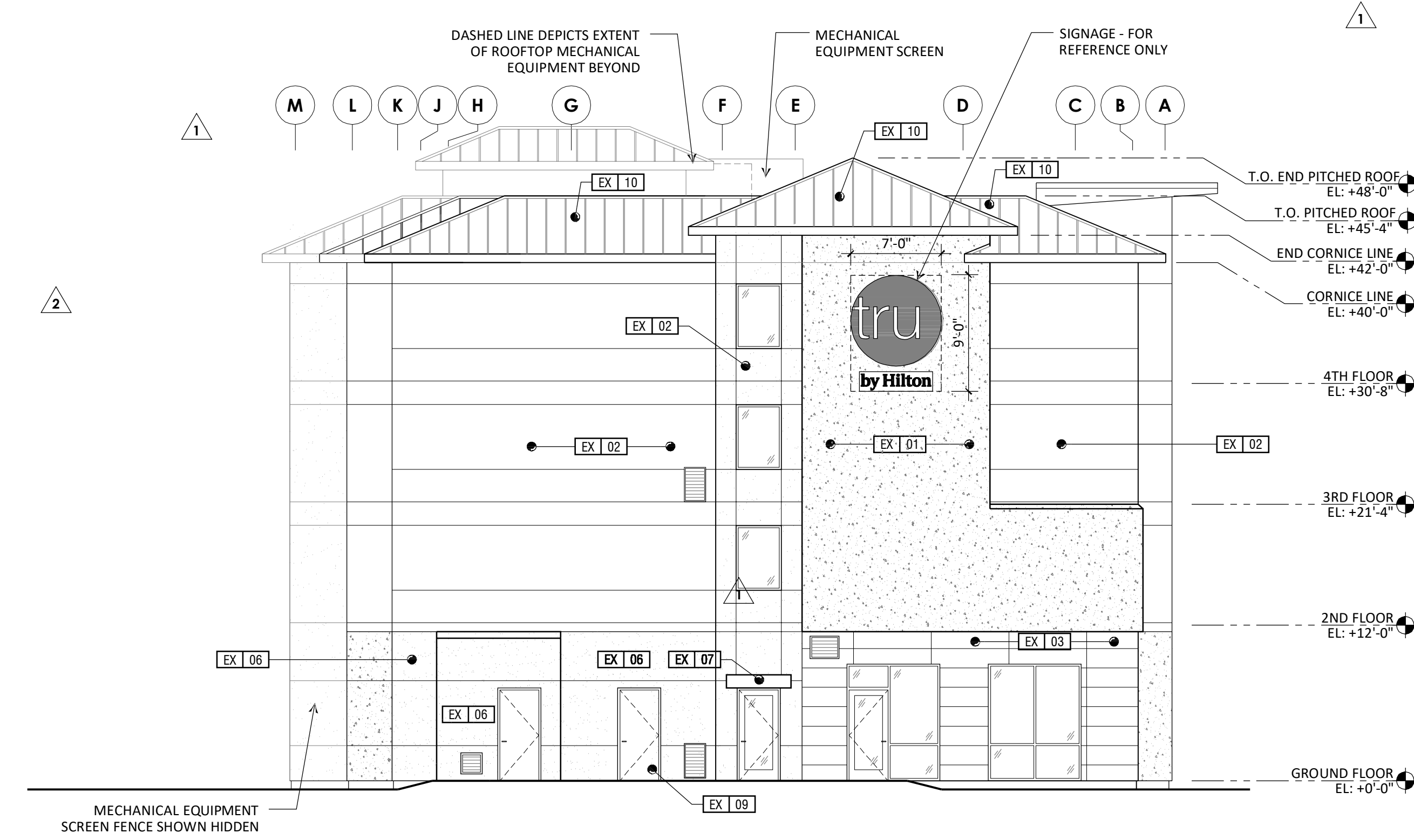


5 EXTERIOR ELEVATION



2 EXTERIOR ELEVATION

SCALE: 1/8" = 1'-0"



3 EXTERIOR ELEVATION

SCALE: 1/8" = 1'-0"

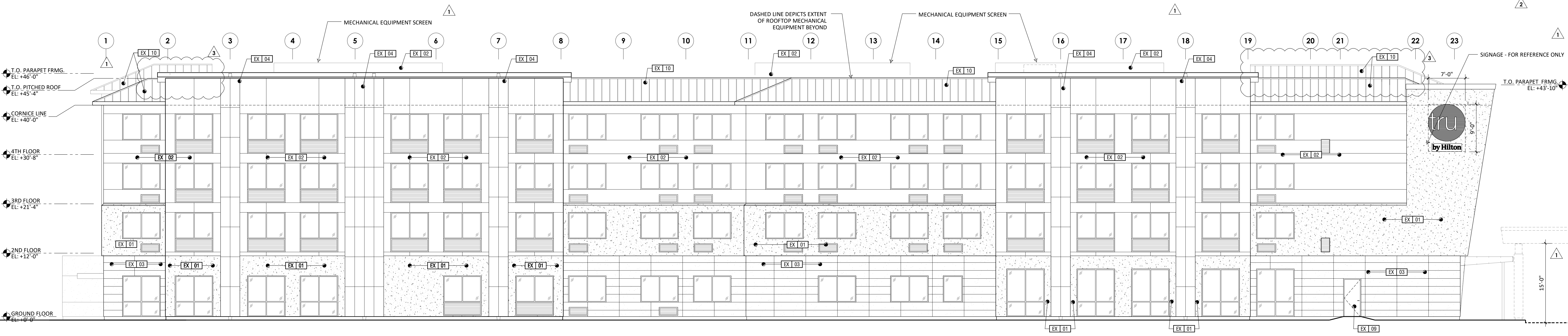
- COLOR CODING SCHEDULE
- 1 - TRUH 04 10855 - PANTONE PMS PROCESS YELLOW
 - 2 - TRUH 05 10855 - PANTONE PMS PROCESS CYAN
 - 3 - TRUH 06 10855 - PANTONE PMS #317C
 - 4 - TRUH 07 10855 - PANTONE PMS #2955C
 - 5 - TRUH 08 10855 - PANTONE PMS #2685C

5	3	3	1	4	5	4	3
1	2	4	3	5	1	5	2
3	4	5	2	1	3	1	4
2	5	1	4	3	2	3	5
4	1	3	5	2	4	2	1
5	3	2	1	4	5	4	3
1	2	4	3	5	1	5	4
3	4	5	2	1	3	1	4

EXTERIOR FINISH SCHEDULE

- EX 01 DRYVIT SYSTEMS: TRUH 02 10305 - PANTONE 7C BLACK
- EX 02 DRYVIT SYSTEMS: TRUH 01 2740 - DRYVIT #6138 OVERCAST
- EX 03 DRYVIT SYSTEMS: TRUH 03 1101 - DRYVIT #207 GLACIER
- EX 04 DRYVIT SYSTEMS: FINISH VARIES, REFER TO COLOR DIAGRAM
- EX 05 DRYVIT SYSTEMS: TRUH 05 10305 - PANTONE PMS PROCESS CYAN
- EX 06 DRYVIT SYSTEMS: DRYVIT #615A TATTLETALE
- EX 07 DRYVIT SYSTEMS - DRYVIT FINESSE DPR: COLOR TO MATCH PANTONE PMS PROCESS CYAN
- EX 08 DRYVIT SYSTEMS - DRYVIT FINESSE DPR: COLOR TO MATCH PANTONE PMS PROCESS YELLOW
- EX 09 BENJAMIN MOORE EXTERIOR PAINT: 1596 NIGHTFALL, HIGH GLOSS 148 FINISH
- EX 10 STANDING SEAM METAL ROOF - COLOR: STANDARD KYNAR CITYSCAPE/LIGHT GRAY

4 COLOR DIAGRAM

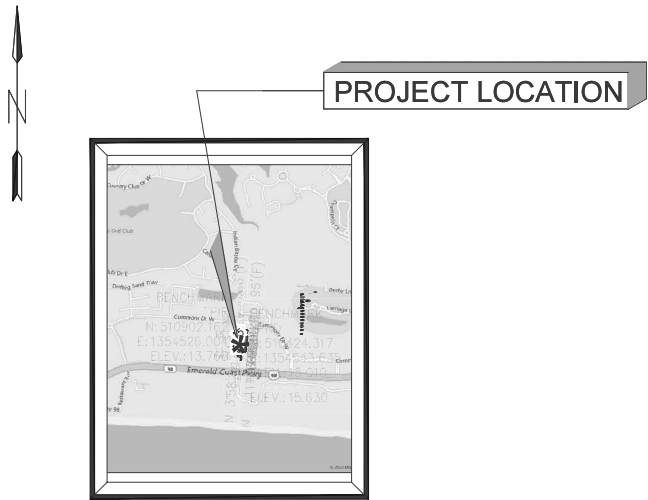


1 EXTERIOR ELEVATION

SCALE: 1/8" = 1'-0"

HENDERSON BEACH ROAD

DESTIN, FLORIDA



VICINITY MAP

DIRECTIONS TO LOCATE SITE:

LATITUDE = 30°23'19"
LONGITUDE = 86°26'50"
SECTION = UNSECTIONALIZED
TOWNSHIP = 2 SOUTH
RANGE = 22 WEST
COUNTY = OKALOOSA
CITY = DESTIN

THE PROJECT SITE IS LOCATED IN DESTIN FL,
FROM THE INTERSECTION OF HWY 98 AND HENDERSON
ROAD, TO THE INTERSECTION OF HENDERSON ROAD AND
COMMONS DRIVE.

DUTY TO INDEMNIFY

THE CONTRACTOR SHALL DEFEND, INDEMNIFY, KEEP AND SAVE HARMLESS THE OWNER AND ENGINEER AND THEIR RESPECTIVE MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES, IN BOTH INDIVIDUAL AND OFFICIAL CAPACITIES, AGAINST ALL SUITS, CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEYS FEES, CAUSED BY, GROWING OUT OF, OR INCIDENTAL TO THE PERFORMANCE OF THE WORK UNDER THE CONTRACT BY THE CONTRACTOR OR ITS SUBCONTRACTORS TO THE FULL EXTENT AS ALLOWED BY THE LAWS OF THE STATE OF FLORIDA AND NOT BEYOND ANY EXTENT WHICH WOULD RENDER THESE PROVISIONS VOID OR UNENFORCEABLE. IN THE EVENT OF ANY SUCH INJURY (INCLUDING DEATH) OR LOSS OR DAMAGE, OR CLAIMS THEREFORE, THE CONTRACTOR SHALL GIVE PROMPT NOTICE TO THE OWNER.

UTILITY PROVIDERS

(WATER/SEWER)	(TELEPHONE)	(ELECTRIC)	(GAS)
DESTIN WATER USERS	CENTURYLINK	GULF POWER CO	OKALOOSA GAS DISTRICT
218 MAIN STREET	411 MARY ESTHER CUTOFF	140 HOLLYWOOD BLVD SW	20 HUGHES STREET NE
DESTIN, FL 32541	FT. WALTON BEACH, FL 32548	FT. WALTON BEACH, FL 32548	FT. WALTON BEACH, FL 32548
(850) 837-4930	(850) 244-1150	(800) 225-5797	(850) 729-4700

CLIENT INFORMATION

CREWS DEVELOPMENT
CONTACT: JASON CREWS
4042 E. COUNTY HWY 30A
SANTA ROSA BEACH, FL 32459
JASON@CREWSDEVELOPMENT.COM

NOTE

USE LATEST CITY OF DESTIN, OKALOOSA
COUNTY AND/OR F.D.O.T. TECHNICAL
SPECIFICATIONS AND DETAILS UNLESS
OTHERWISE NOTED.

SHEET INDEX

DRAWING	SHEET	TITLE
1	C00	COVER SHEET
2	C01	EROSION CONTROL & DEMOLITION PLAN
3	C02	SITE PLAN
4	C03	GRADING AND DRAINAGE PLAN
5	C04	CROSS SECTIONS
6	C05	CROSS SECTIONS
7	C06	CROSS SECTIONS
8	C07	MISCELLANEOUS DETAILS
9	C08	SPECIFICATIONS
10	C09	SPECIFICATIONS



JENKINS ENGINEERING, INC.
1224 AIRPORT ROAD, SUITE 128
DESTIN, FLORIDA 32541
PHONE 850.837.2448
FAX 850.837.2450
JEICIVIL.COM
C.O.A. NO. 9927 - L.B. NO. 8081



M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

REV	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		

CREWS DEVELOPMENT
HENDERSON BEACH ROAD
CITY OF DESTIN, FLORIDA
SITE PLAN
NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

JOB: 18-34
DATE: 4/22/2020
DESIGNED: BF/SJ
DRAWN: BF

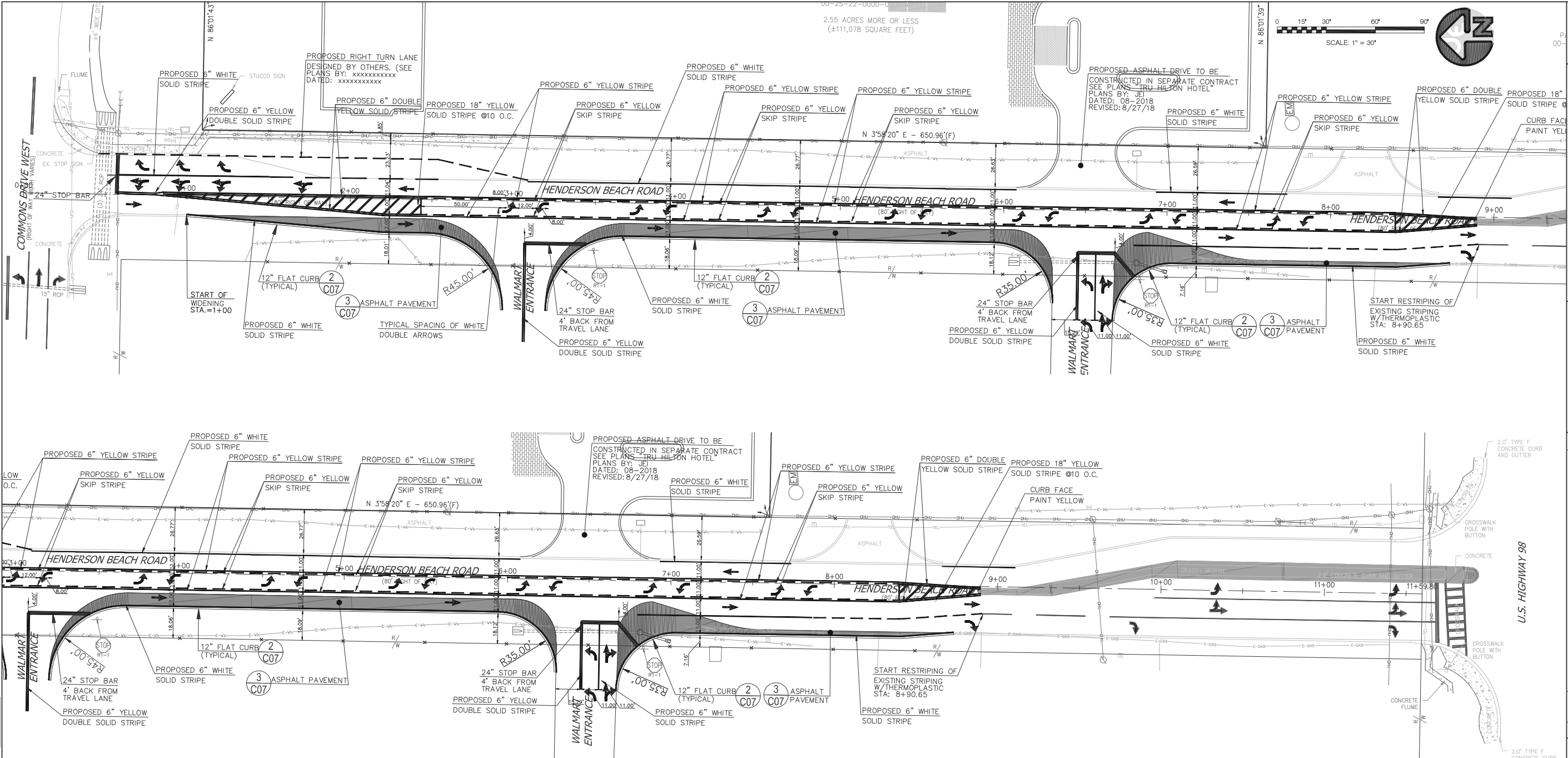
BAR IS ONE INCH ON ORIGINAL
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
1 OF 10

SHEET NUMBER
C00

NOT RELEASED FOR CONSTRUCTION

File: P:\2018\18-34 TRU Hilton\Drawings\18-34 HENDERSON BEACH RD-4-22-20.dwg Last Save: 4/24/2020 10:55 AM Last saved by: RBF
Last plotted by: Brian Farmer Plot Style: 1:10 Plot Date: 4/24/2020 11:44 AM Plotter used: DWG To PDF.pc3



LEGEND:

RIGHT-OF-WAY LINE	---
PROPERTY LINE	---
SETBACK LINE	---
ASPHALTIC CONCRETE PAVEMENT	[Pattern]

NOTES:

1. PAVEMENT DIMENSIONS ARE MEASURED TO THE EDGE OF PAVEMENT UNLESS OTHERWISE DIMENSIONED. RADII ARE MEASURED AT THE BACK OF CURB
2. ALL STRIPING WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
3. ALL STRIPING IN THE RIGHT OF WAY SHALL BE THERMOPLASTIC
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND INSTALLING ALL SIGNAGE IN ACCORDANCE WITH THE LATEST MUTCD STANDARDS..
5. IF ANY AREAS DISTURBED WITHIN THE COUNTY RIGHT OF WAY, THEY SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.
6. PARKING IN ROAD RIGHT-OF-WAY IS PROHIBITED.
7. ANY PROPOSED OUTDOOR LIGHTING FOR THE AREA MUST BE PROPERLY SHIELDED TO PREVENT LIGHT TRESPASSING ONTO THE ADJACENT PROPERTIES AND CAUSE UPWARD GLARE.

NOT RELEASED FOR CONSTRUCTION

THIS DRAWING IS THE PROPERTY OF JENKNS ENGINEERING, INC. AND IS NOT TO BE REPRODUCED WITHOUT EXPRESSED WRITTEN CONSENT.

JENKINS ENGINEERING, INC.
121 HART STREET
NICEVILLE, FLORIDA 32578
PHONE 850.679.5141
FAX 850.729.2460

JECIVIL.COM
C.O.A. NO. 9927 - L.B. NO. 8081

M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

REV	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		

CREWS DEVELOPMENT

HENDERSON BEACH ROAD
CITY OF DESTIN, FLORIDA

SITE PLAN
NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

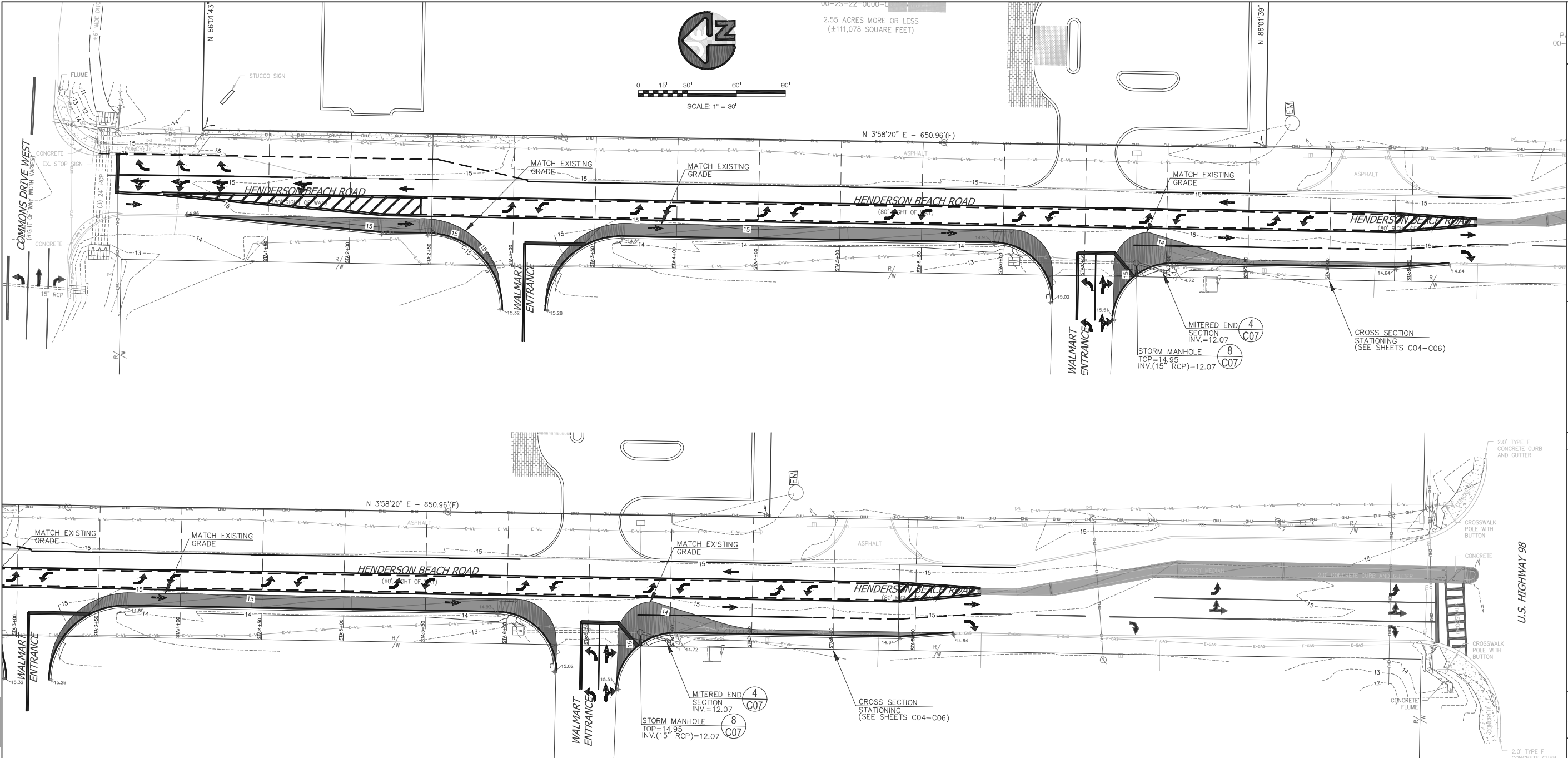
JOB: 18-34
DATE: 4/22/2020
DESIGNED: BF/SJ
DRAWN: BF

BAR IS ONE INCH ON ORIGINAL
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
3 OF 10

SHEET NUMBER
C02

File: P:\2018\18-34 TRU Hilton\Drawings\18-34 HENDERSON BEACH RD-4-22-20.dwg Last Save: 4/24/2020 10:28 AM Last saved by: RBF
Last plotted by: Brian Farmer Plot Style: ----- Plot Scale: 1:10 Plot Date: 4/24/2020 10:29 AM Plotter used: DWG To PDF.pc3



LEGEND:

- PROPERTY LINE ————
- EX. GRADE CONTOUR (1' INTERVALS) - - - - -58 - - - - -
- FINISHED GRADE CONTOUR ————58———
- SILT FENCE LOCATION ————○———
- EXISTING DRAINAGE DIRECTION OF FLOW ————→———
- FINISHED GRADE SPOT ELEVATION #50.61
- PERFORATED, CORRUGATED POLYETHYLENE PIPE ————

NOTES:

- TOPOGRAPHIC INFORMATION BY GUSTIN, COTHERN, & TUCKER, INC., BOUNDARY AND TOPOGRAPHIC SURVEY, DATED 2/18/2020.
- BENCHMARKS: AS SHOWN. (EXISTING INLET TOPS)
- CONTOUR INTERVAL= ONE FOOT
- PROPOSED CONTOURS REPRESENT FINISHED GRADE. SPOT GRADES REPRESENT THE FLOW LINE UNLESS OTHER WISE NOTED.
- STORMWATER RUNOFF, SEDIMENT, AND EROSION SHALL BE CONTROLLED DURING ALL PHASES OF CONSTRUCTION.
- CONTRACTOR SHALL PROVIDE A TEMPORARY COVER OF FILTER CLOTH FOR EACH INLET STRUCTURE TO PREVENT ENTRANCE OF SOIL. INLET STRUCTURES ARE TO REMAIN COVERED UNTIL AN ACCEPTABLE STAND OF GRASS IS ACHIEVED. CONTRACTOR TO CLOSELY MONITOR THE TEMPORARY COVERINGS ON DRAINAGE INLETS DURING CONSTRUCTION.
- CONTRACTOR TO MATCH EXISTING EDGE OF PAVEMENT/CURB GRADE WHEREVER NEW PAVEMENT/CURB EDGE MEETS THE EXISTING EDGE OF PAVEMENT/CURB.
- CONTRACTOR TO ERECT SILT/SEDIMENTATION AND SAFETY CONTROLS AS NEEDED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- CONTRACTOR TO BE ADVISED THAT GROUNDWATER MAY BE ENCOUNTERED DURING CONSTRUCTION OF THE PROJECT. IF DEWATERING WERE TO BE REQUIRED, COMPLETE DETAILS OF TEMPORARY DWES, DISCHARGE LOCATIONS, TIME PERIODS, AND METHODS FOR PREVENTING TURBID DISCHARGES WILL BE PROVIDED BY THE CONTRACTOR TO THE REQUIRED AGENCIES AS NEEDED. DEWATERING ACTIVITIES WILL NEED TO BE CONDUCTED UNDER DEP DOCUMENT 62-621.300(2)(A), "GENERIC PERMIT FOR DISCHARGE OF GROUND WATER FROM DEWATERING OPERATIONS". IN ADDITION, SECTION VI OF THE APDES NO.1 MUST BE COMPLETED OR A SEPARATE APPLICATION, DEP FORM 62-621.300(2)(B), MUST SUBMITTED WITH THE PROPER FEE AND PROCESSED BY FDEP PRIOR TO ANY DEWATERING ACTIVITIES OCCURRING.

NOT RELEASED FOR CONSTRUCTION

THIS DRAWING IS THE PROPERTY OF JENKNS ENGINEERING, INC. AND IS NOT TO BE REPRODUCED WITHOUT EXPRESSED WRITTEN CONSENT.



JENKINS ENGINEERING, INC.
121 HART STREET
NICEVILLE, FLORIDA 32578
PHONE 850.837.5141
FAX 850.837.2460
JEICIVIL.COM
C.O.A. NO. 9927 - L.B. NO. 8081



M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

REV	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		

CREWS DEVELOPMENT

HENDERSON BEACH ROAD
CITY OF DESTIN, FLORIDA

GRADING AND DRAINAGE PLAN
NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

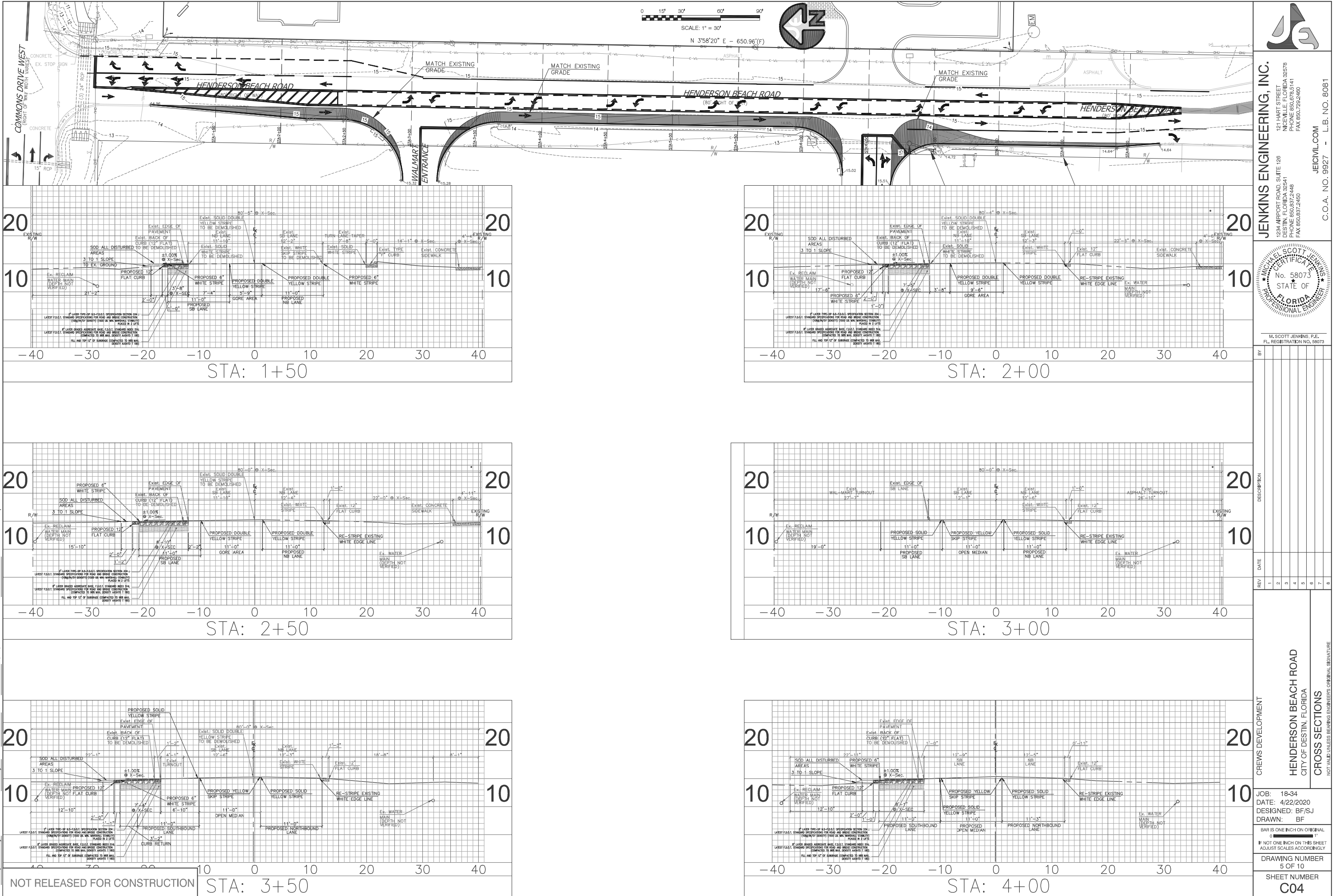
JOB: 18-34
DATE: 4/22/2020
DESIGNED: BF/SJ
DRAWN: BF

BAR IS ONE INCH ON ORIGINAL
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
4 OF 10

SHEET NUMBER
C03

File: P:\2018\18-34 TRU Hilton\Drawings\18-34 HENDERSON BEACH RD-4-22-20.dwg Last Save: 4/24/2020 10:30 AM Last saved by: RBF
Last plotted by: Brian Farmer Plot Style: --- Plot Scale: 1:10 Plot Date: 4/24/2020 10:31 AM Plotter used: DWG To PDF.pc3



JENKINS ENGINEERING, INC.
121 HART STREET
NICEVILLE, FLORIDA 32578
PHONE 850.676.5141
FAX 850.729.2460

JENKINS ENGINEERING, INC.
1224 AIRPORT ROAD, SUITE 128
DESTIN, FLORIDA 32541
PHONE 850.837.2448
FAX 850.837.2450

JEICIVIL.COM
C.O.A. NO. 9927 - L.B. NO. 8081

M. SCOTT JENKINS, P.E.
FL REGISTRATION NO. 58073

REV	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		

CREWS DEVELOPMENT

HENDERSON BEACH ROAD
CITY OF DESTIN, FLORIDA

CROSS SECTIONS
NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

JOB: 18-34
DATE: 4/22/2020
DESIGNED: BF/SJ
DRAWN: BF

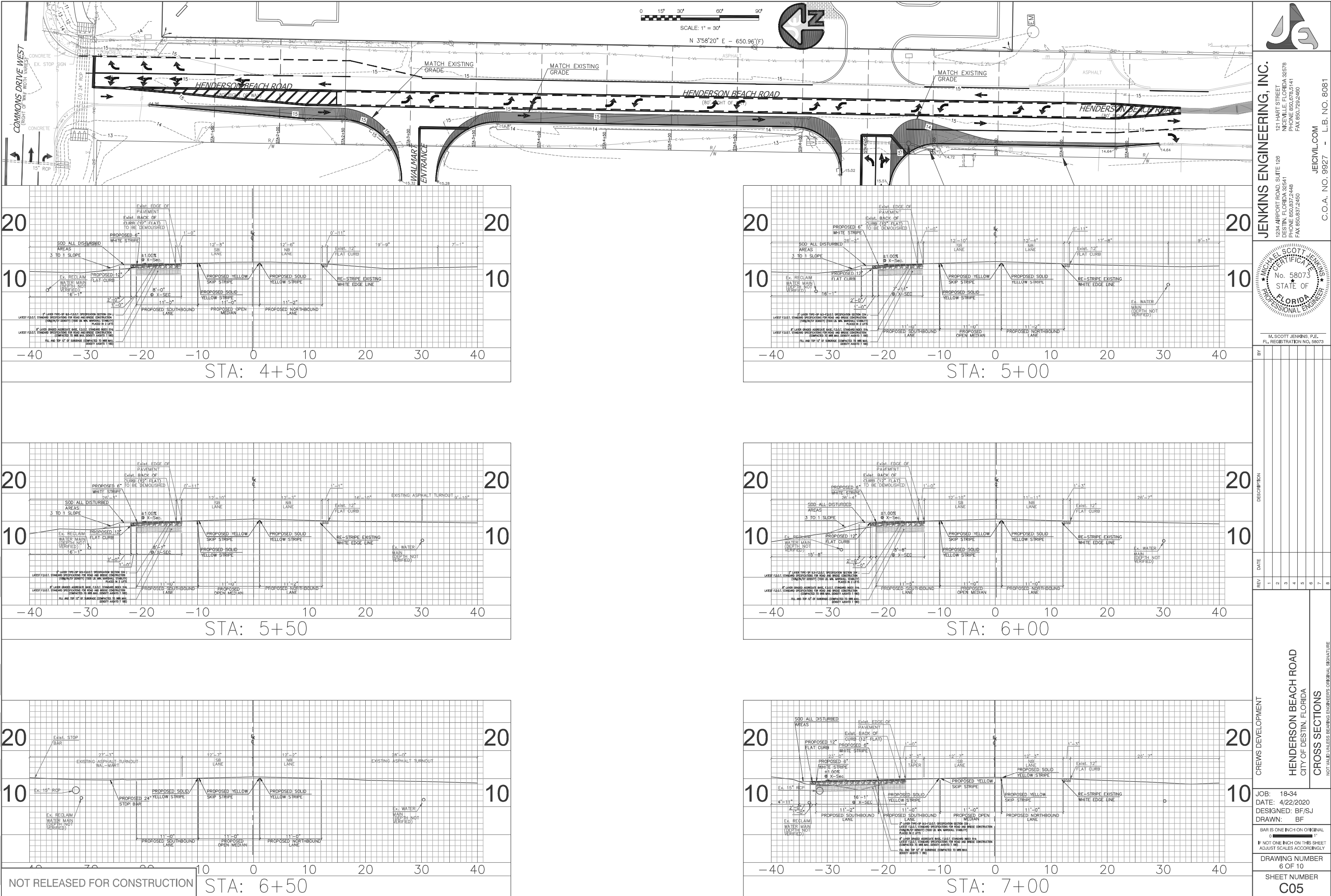
BAR IS ONE INCH ON ORIGINAL

IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
5 OF 10

SHEET NUMBER
C04

File: P:\2018\18-34 TRU Hilton\Drawings\18-34 HENDERSON BEACH RD-4-22-20.dwg Last Save: 4/24/2020 10:30 AM Last saved by: RBF
Last plotted by: Brian Farmer Plot Style: --- Plot Scale: 1:10 Plot Date: 4/24/2020 10:32 AM Plotter used: DWG To PDF.pc3



JENKINS ENGINEERING, INC.
121 HART STREET
NICEVILLE, FLORIDA 32578
PHONE 850.676.5141
FAX 850.729.2460

JE@JENKINS.COM
C.O.A. NO. 9927 - L.B. NO. 8081

M. SCOTT JENKINS, P.E.
FL REGISTRATION NO. 58073

REV	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		

CREWS DEVELOPMENT

HENDERSON BEACH ROAD
CITY OF DESTIN, FLORIDA

CROSS SECTIONS
NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

JOB: 18-34
DATE: 4/22/2020
DESIGNED: BF/SJ
DRAWN: BF

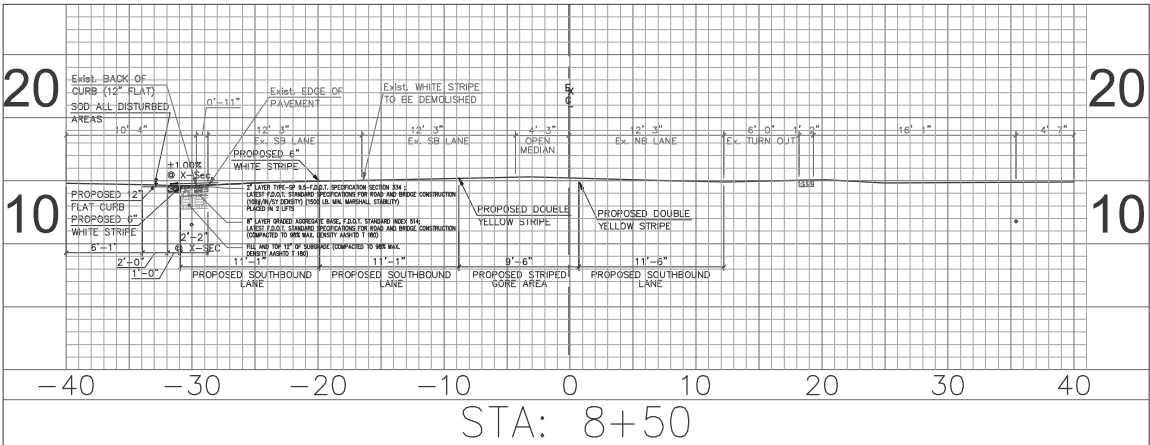
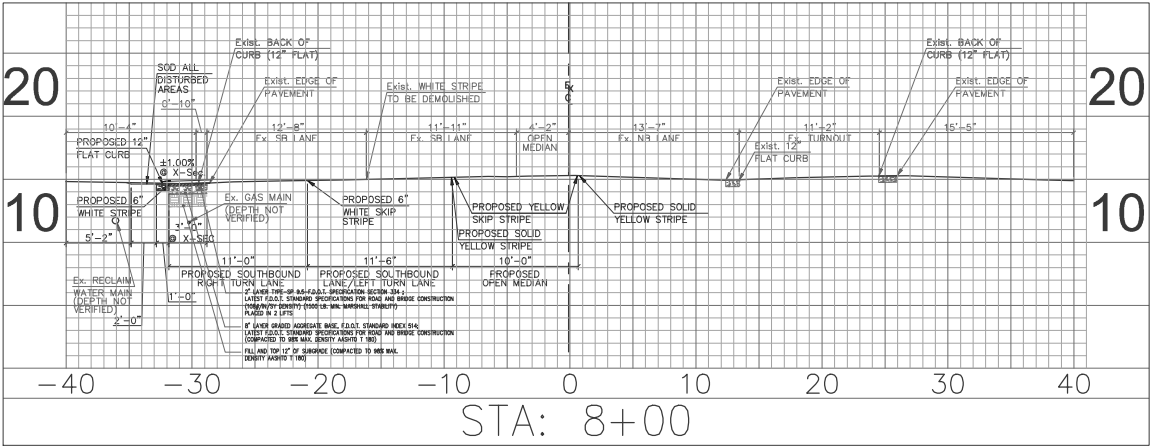
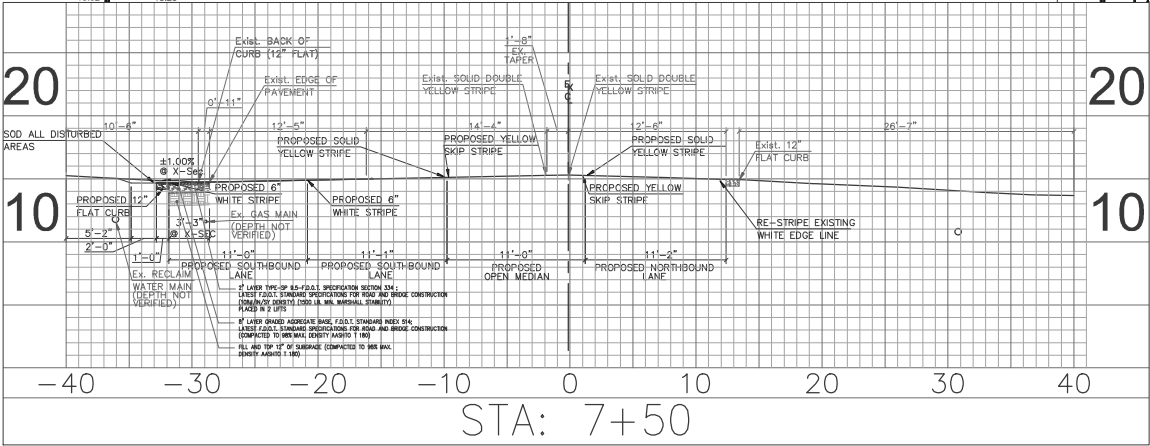
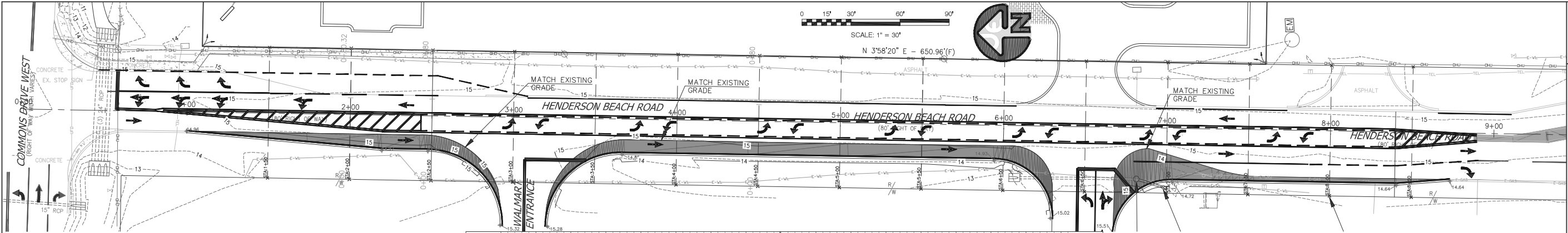
BAR IS ONE INCH ON ORIGINAL
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
6 OF 10

SHEET NUMBER
C05

File: P:\2018\18-34 TRU Hilton\Drawings\18-34 HENDERSON BEACH RD-4-22-20.dwg Last Save: 4/24/2020 10:55 AM Last saved by: RBF
Last plotted by: Brian Farmer Plot Style: ----- Plot Scale: 1:10 Plot Date: 4/24/2020 11:51 AM Plotted used: DWG To PDF.pc3

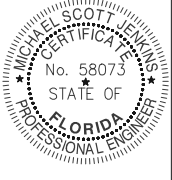
NOT RELEASED FOR CONSTRUCTION





JENKINS ENGINEERING, INC.
121 HART STREET
NICEVILLE, FLORIDA 32578
PHONE 850.676.5141
FAX 850.729.2460

JEICIVIL.COM
C.O.A. NO. 9927 - L.B. NO. 8081



M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

REV	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		

CREWS DEVELOPMENT

HENDERSON BEACH ROAD
CITY OF DESTIN, FLORIDA

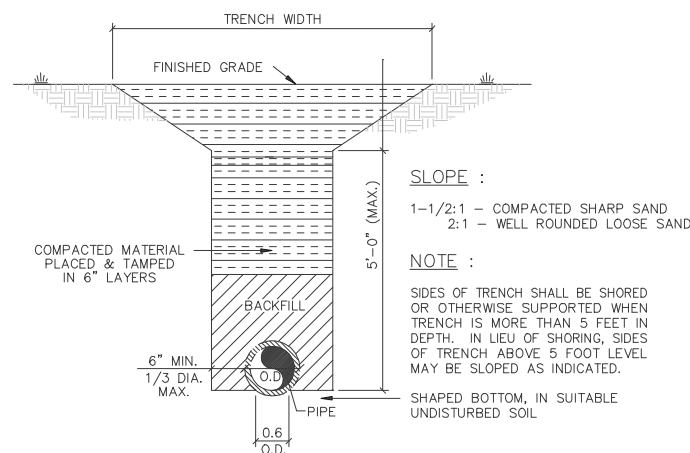
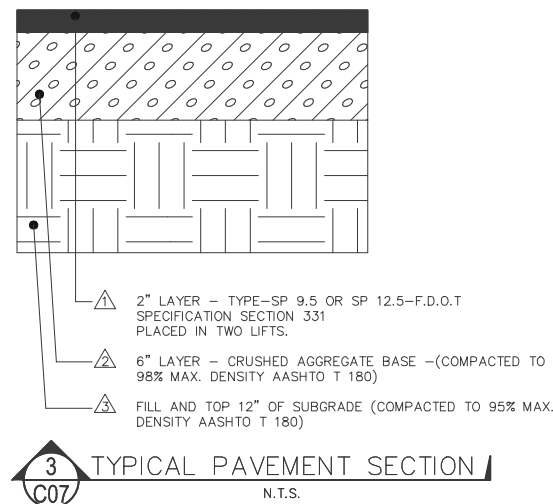
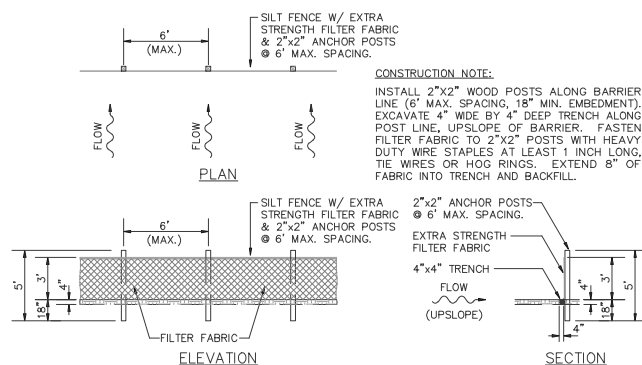
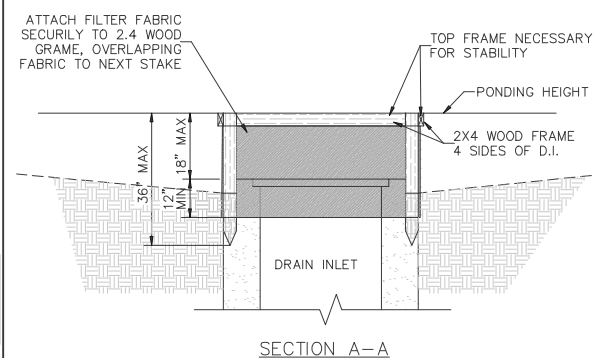
GRADING AND DRAINAGE PLAN
NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

JOB: 18-34
DATE: 4/22/2020
DESIGNED: BF/SJ
DRAWN: BF

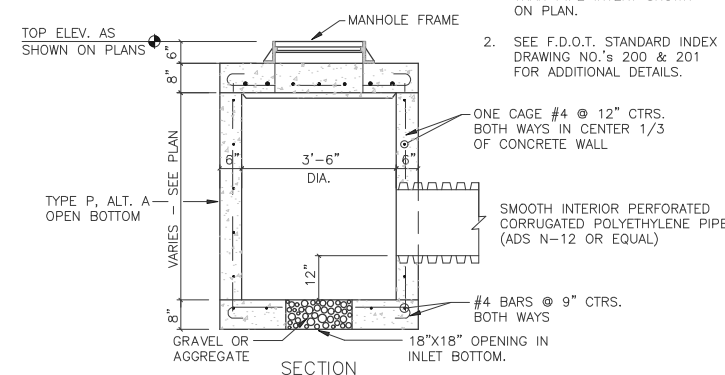
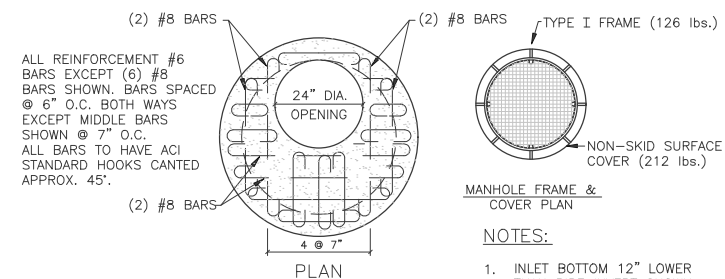
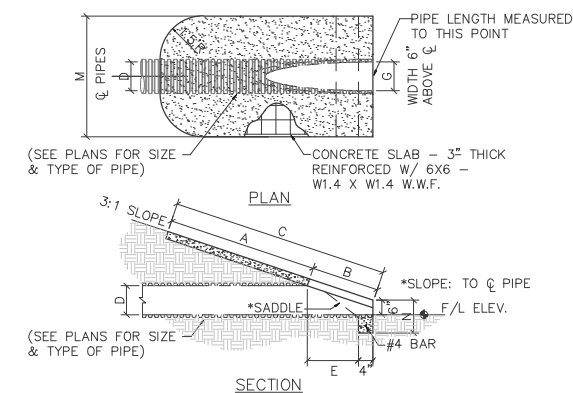
BAR IS ONE INCH ON ORIGINAL
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
7 OF 10

SHEET NUMBER
C06



DIMENSIONS							
D	A	B	C	G	M	N	E
15"	2.27'	4.09'	6.36'	1.22'	4.63'	1.19'	4.03'
18"	2.36'	5.12'	7.48'	1.41'	4.92'	1.21'	5.03'
24"	2.53'	7.18'	9.71'	1.73'	5.50'	1.25'	7.03'

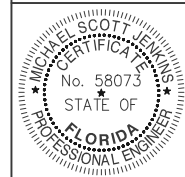


- 

JENKINS ENGINEERING, INC.

1234 AIRPORT ROAD, SUITE 126
DESTIN, FLORIDA 32541
PHONE 850.837.2448
FAX 850.837.2450

JEICIVIL.COM
C.O.A. NO. 9927 - L.B. NO. 8081



M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

REV	DATE	DESCRIPTION	BY
1			
2			
3			
4			
5			
6			
7			
8			

CREWS DEVELOPMENT

HENDERSON BEACH ROAD
CITY OF DESTIN, FLORIDA

MISCELLANEOUS DETAILS

NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

JOB: 18-34
DATE: 4/22/2020
DESIGNED: BF/SJ
DRAWN: BF

BAR IS ONE INCH ON ORIGINAL
0 1"
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
6 OF 10

SHEET NUMBER
C07

File: P:\2018\18-34 TPU Hilton\Drawings\18-34 HENDERSON BEACH RD-4-22-20.dwg Last Save: 4/24/2020 10:32 AM Last saved by: RBF
Last Plotted by: Brian Farmer Plot Style: ---- Plot Date: 4/24/2020 10:46 AM Plotter used: DWG To PDF.pc3

NOT RELEASED FOR CONSTRUCTION

CONTINUED ON NEXT COLUMN

CONTINUED ON NEXT COLUMN

CONTINUED ON NEXT COLUMN

CONTINUED ON NEXT SHEET

1 SPECIFICATION: CLEARING AND GRUBBING

All site Clearing and Grubbing shall be in accordance with section 110 of the "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein. This work shall be performed in the following areas:

- All street rights-of-way.
- All areas where excavation or embankment are to take place.
- Detention areas.

In addition, certain other areas where underground utilities are to be installed are to be cleared and grubbed to the extent necessary to properly install the utilities. Such work shall be incidental to the contract unit price for the utility to be installed.

1.1 SCOPE:

Site clearing work includes, but is not limited to:

- Removal of trees and other vegetation.
- Topsoil stripping.
- Clearing and grubbing.
- Removing above grade improvements.
- Removing below grade improvements.

1.2 JOB CONDITIONS:

Traffic: Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from the Owners and/or Local approving authority.

Clearing and Protection in Construction Areas: Preserve trees 6 inches or larger measured breast height (6"dbh) where possible within construction area.

Protection of Existing Improvements: Provide protection necessary to prevent damage to existing improvements indicated to remain in place.

Protect improvements on adjoining properties and on project site.

Restore damaged improvements to original condition as acceptable to the Owner.

1.3 LIMITATIONS:

Clearing will be limited to the extent necessary to allow for construction of the proposed improvements as a result of:

- Need for access to the project site for construction equipment.
- Essential grade changes.
- Surface water drainage and utility installation.
- Location of driveways, buildings, and required parking.

1.4 CLEARING AND GRUBBING:

Remove trees, shrubs, grass, other vegetation, improvements, or obstructions interfering with the installation of new construction. Removal includes digging out stumps and roots. Do not remove items elsewhere on site or premises unless specifically indicated. Disposal of trees, limbs, stumps, and debris shall be the responsibility of the Contractor.

Strip topsoil to whatever depths encountered to prevent intermingling with underlying subsoil or other objectionable material. Cut heavy growths of grass from areas before stripping.

Stockpile topsoil in storage piles in areas shown or where directed by the Owner. Construct storage piles to freely drain surface water. Cover storage piles if required to prevent windblown dust.

Dispose of unsuitable or excess topsoil same as specified for waste material.

1.5 FILLING:

Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.

Place fill material in horizontal layers not exceeding 6" loose depth, and thoroughly compact to density equal to adjacent ground, unless otherwise shown on the plans.

1.6 REMOVAL OF IMPROVEMENTS:

Remove existing above and below grade improvements and abandoned underground piping or conduit necessary to permit construction and other work.

1.7 DISPOSAL OF WASTE MATERIALS:

No burning of any material, debris, or trash will be allowed.

Remove waste materials from project site on a daily basis, and dispose of off-site in an approved area.

2 SPECIFICATION: EXCAVATION, EMBANKMENT AND SUBGRADE

2.1 EXCAVATION, EMBANKMENT AND SUBGRADE:

Section 120 of the Florida D.O.T. Specification. All subgrade fill material, and the top 12 inches in cut area, shall be compacted to 100 percent of maximum density as determined to AASHTO T-99. The Subgrade Compaction (Stabilization) shall conform to Section 160 of the Florida D.O.T. Specifications. In most cases this will consist of compacting existing cleaned soil. However, it is the Contractor's responsibility to assure that the finished roadbed section meets bearing value requirements, regardless of the quantity of stabilizing materials to be added. One field density test shall be taken for each 5000 square feet or fraction thereof.

Where required subgrade density cannot be obtained, unsuitable material shall be removed so that the road base will be constructed on a minimum of 3 feet of suitable, properly compacted material. This work shall be included in the contract lump sum price for earth excavation.

2.2 SOIL CEMENT BASE:

The detailed specifications of the soil cement base course are to be determined by an independent testing laboratory after testing of the material the Contractor proposes to use. Moisture and cement content will be specified by the laboratory. However, as a guide for bid purposes, estimate 12% cement by weight and include a price reduction schedule if tests show less cement is required. The soil cement mix will be at optimum moisture content, i.e., neither mushy nor dry, but containing sufficient moisture to make a firm case when squeezed in the hand. Water should not appear on the hand when so squeezed. This requires 5 to 6 gallons per square yard but actual quantity of water to be added will depend on latent moisture in the base material. From a practical standpoint, the highest moisture content should be maintained that permits packing and finishing without surface checking, shoving or rutting during compaction and finishing operations.

The freshly compacted and finished soil-cement mix must be adequately cured. An application of bituminous material such as RC-2, MC-3, RT-5 or asphaltic emulsion at a rate of 0.15 to 0.20 gal per square yard is preferred as the curing medium. Waterproof paper or moist hay is acceptable if properly maintained.

2.3 SAND-CLAY BASE COURSE:

The following tests shall be performed prior to placing the material on the roadbed:

Composition and gradation	Percent of material passing the 10-mesh sieve
• Clay (material smaller than 0.005mm)	8 to 21
• Silt (material from 0.005 to 0.005mm)	0 to 10
• Combined clay and silt	8 to 25
• Limerock Bearing Ratio Value (LBR)	Of at least 75
• Liquid Limit	Not greater than 25
• Plasticity Index	Not greater than 6

The results of these tests shall be submitted to the engineer for approval. The base course shall be compacted to not less than 98 percent of the maximum density as determined by AASHTO T-180. One density test shall be taken for each 5000 square feet or fraction thereof.

Note: Sand Clay base material shall not be used in areas where the seasonal high groundwater table is within two (2) feet of the bottom of the base material.

2.4 LIMEROCK BASE COURSE:

Shall be constructed in accordance with Section 200 of the Florida D.O.T. Specifications for Road and Bridge Construction. The material shall meet the requirements of Section 911 of the Specifications. Tests necessary to determine compliance with Section 911 shall be performed prior to placing the material on the subgrade. These tests include:

Test	Requirement
• Liquid Limit	Less than 35
• Plastic Index	Non-Plastic
• Gradation	97% passing 3.5 inch sieve
• Limerock Bearing Ratio	Not less than 100

The results of these tests shall be submitted to the engineer for approval. After approval of the material, the limerock base course shall be placed in accordance with Section 200. The base course shall be compacted to not less than 98 percent of the maximum density as determined by AASHTO T-180. A minimum of three density tests shall be made on each days compaction operations. More frequent tests shall be made as deemed necessary by the Engineer. The base shall be installed to a compacted thickness as shown on the plans, plus or minus one half inch. Deviations from this specification shall be corrected as indicated in the State Specifications.

2.5 GRADED AGGREGATE BASE COURSE:

Shall comply with the requirements of Section 204 of the Florida D.O.T. Specifications. Tests necessary to determine compliance with Section 204 shall be performed prior to placing the material. These tests include:

- Soundness Loss, Sodium, Sulfate: AASHTO T-104.
- Percent Wear: AASHTO T-96 (Grading A).
- Sieve Analysis.
- Limerock Bearing Ratio Value.

The results of these tests shall be submitted to the engineer for approval. After the approval of the material, the graded aggregate base course shall be placed in accordance with Section 204. The base course shall be compacted to a density of not less than 100 percent of the maximum density as determined by AASHTO T-180. At least three density tests shall be made on each day's final compaction operation of each course, and the density determinations shall be made at more frequent intervals if deemed necessary by the Engineer.

2.6 ASPHALT BASE COURSE:

Shall comply with the requirements of Sections 280, 330, 331 and 916 of the Florida D.O.T. Specifications. The design mix for Asphaltic Base Course Type 3 shall conform to the requirements in Tables 331-1 and 331-2. The minimum Marshall stability shall be 1000 lbs./sq. in. as indicated in Table 331-2. Percent bitumen by weight of total mix: 5.0 (minimum). Two copies each of the actual design mix shall be submitted to the Engineer. Written approval of the Asphalt base course design mix must be obtained from the engineer prior to commencing base course construction. Once the design mix has been approved by the engineer, sieve analysis tolerances indicated in Table 331-5 are allowable during construction. If sieve analysis values fall outside these tolerances, design mix must be resubmitted for acceptance. After the approval of the mix design, the Asphalt base course shall be placed in accordance with Section 280 and compacted in accordance with Section 330-10.

NOTE: STORMWATER DRAINAGE SHALL BE CONTROLLED DURING ALL PHASES OF CONSTRUCTION.

3 SPECIFICATION: ASPHALT CONCRETE PAVING

3.1 SCOPE:

This section includes materials and work required for installation of flexible asphaltic concrete pavement for parking and drive areas shown on the plans.

3.2 APPLICABLE PUBLICATIONS:

The publications listed below form a part of this specification to the extent referenced. The publications shall be the most current issue and are referred to in the text by the basic designation only. The following are minimum requirements and shall govern except that all local, state, and/or federal codes and ordinances shall govern when their requirements are in excess hereof. All asphalt construction shall be in accordance with applicable sections of the "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein.

Florida Department of Transportation Specifications:	
• Section 901	Course Aggregate
• Section 902	Fine Aggregate
• Section 916	Bituminous Materials
• Section 917	Mineral Filler
• Section 300	Bituminous Treatments, Surface Courses and Concrete Pavement
• Section 331	Type S Asphalt Concrete

American Society for Testing and Materials (ASTM) Publications:	
• D 1557	Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb (4.54 kg) Rammer and 18-in. (457mm) Drop.
• D 1557	Marshall Stability Mix Design

3.3 SUBMITTALS:

Asphalt Design Mix: Before any asphalt surface is constructed, submit two copies of each of the actual design mix to the Engineer and Owner.

Written approval of the asphaltic concrete design mix must be obtained from the Engineer and Owner prior to commencing asphalt pavement construction.

Material Certificates: Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds specified requirements.

Asphalt extraction tests.

Aggregate gradation tests.

Marshall stability tests.

3.4 JOB CONDITIONS:

Weather limitations: Apply prime and tack coats when ambient temperature is above 40 degrees, and when temperature has not been below 35 degrees for 12 hours prior to application. Do not apply when base is wet or contains excess moisture.

3.5 MATERIALS:

Mineral Filler: Rock dust, hydraulic cement, or other inert material complying with Section 917 of the Florida D.O.T. Specification.

Asphalt Cement: The bituminous material shall be AC-20, viscosity grade and comply with Section 916 of the Florida D.O.T. Specification.

Course Aggregate: Comply with Section 901 of the Florida D.O.T. Specification.

Fine Aggregate: Comply with Section 902 of the Florida D.O.T. Specification.

Prime Coat and Tack Coat: The bituminous material for the Prime Coat shall be MC-70. The bituminous material for the Tack Coat shall be AC-20, or Emulsified asphalt, grade RS-2 and comply with the requirements in Section 300 and 916 of the Florida D.O.T. Specifications.

Asphaltic Concrete Design Mixes: Asphalt shall conform to the requirements for Type S Asphalt as indicated in Section 331 of the Florida D.O.T. Specifications.

Mix shall be within sieve analysis and bitumen range given in Section 331 of the Florida D.O.T. Specifications.

Minimum Marshall stability shall be in 1500 lbs./sq. in. as indicated in Table 331-2 of the Florida D.O.T. Specifications.

Percent bitumen by weight of total weight mix: 5.0 - 8.5.

Once design mix has been accepted by Engineer and Owner, sieve analysis tolerances indicated in Table 331-5 are allowable during construction. If sieve analysis values fall outside these tolerances, design mix must be resubmitted for acceptance.

Provide asphalt-aggregate mixture as recommended by local or state paving authorities to suit project conditions. Use locally available materials and gradations which meet Florida D.O.T. Specifications and exhibit satisfactory record on previous installations.

3.6 BASE COURSE PREPARATION:

Prior to construction of the base course, the top 12 inches of subgrade shall be compacted to a minimum soil density of 98% of the Modified Proctor Test Density (ASTM 1557). The subgrade shall be sterilized by a borate or chlorate sterilant containing not less than 25% sodium chlorate and shall be mixed thoroughly with water at the rate of 1-1/2 lbs. of sterilant per gallon of water. The sterilant shall be applied evenly at the rate of 0.2 gallons per square yard to subgrades that are less than 12" below original grades. If prepared base course will not be immediately covered with asphalt on the same day and wind-blown seeds will contaminate the base course surface, the sterilants shall be applied to the base course contaminate the base course.

Remove loose material from compacted base material surface immediately before applying prime coat.

Proof roll prepared base material surface to ensure unstable areas have been corrected and are ready to receive paving.

Prime Coat:

- Apply bituminous prime coat to base material surfaces where asphaltic concrete paving will be constructed.
- Apply bituminous prime coat in accordance with Section 300 of Florida D.O.T. Specifications.
- Apply at minimum rate of not less than 0.15 gal./sq. yd. over compacted base material. Apply material to penetrate and seal, but not flood, surface.
- Cure and dry as long as necessary to attain penetration and evaporation of volatile.

Tack Coat:

- Tack coat shall be applied in accordance with Section 300 of Florida D.O.T. Specifications. Apply to contact surfaces of previously constructed asphalt or portland cement and concrete and surfaces abutting or projecting into asphalt concrete pavement.
- Apply tack coat to full depth asphalt base course and sand asphalt base course. Apply emulsified asphalt tack coat between each lift or later of full depth asphalt and sand asphalt bases and on surface of such bases where asphaltic concrete paving will be constructed.
- Distribute at rate of 0.08 ga./sq. yd. of surface.
- Allow to dry until at proper condition to receive paving.

3.7 PLACING ASPHALT MIX:

Place asphalt concrete mixture on prepared surface, spread, and strike off. Spread mixture at the following minimum temperatures:

- When ambient temperature is between 40 degrees F and 50 degrees F: 285 degrees F.
- When ambient temperature is between 50 degrees F and 60 degrees F: 280 degrees F.
- When ambient temperature is higher than 60 degrees F: 275 degrees F.

Place inaccessible and small areas by hand. Place each course to required grade, cross-section, and compacted thickness.

Paver Placing:

- Place in strips not less than 10'-0" wide, unless otherwise acceptable to the Contracting Officer.
- After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips.

Joints:

- Construct joints between old and new pavements as detailed in the plans.
- Joints between successive days work shall be constructed to ensure continuous bond between adjoining work.
- Construct joints to have same texture, density, and smoothness as other sections of asphalt concrete course.
- Clean contact surfaces and apply tack coat.

3.8 COMPACTION:

Each lift of asphalt shall be compacted to a minimum of 98% of the Marshall test ASTM D1559. Begin rolling when mixture will bear roller weight without excessive displacement. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.

Breakdown Rolling:

- Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge.
- Check surface after breakdown rolling, and repair displaced areas by loosening and filling, if required, with hot material.
- Second Rolling:
- Follow breakdown rolling as soon as possible, while mixture is hot.
- Continue second rolling until mixture has been thoroughly compacted.

Finish Rolling:

- Perform finish rolling while mixture is still warm enough for removal of roller marks.
- Continue rolling until roller marks are eliminated and course has attained maximum density.

Patching:

- Remove and replace paving areas mixed with foreign materials and defective areas.
- Cut out such areas and fill with fresh, hot asphalt concrete.
- Compact by rolling to maximum surface density and smoothness.

Protection:

- After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.9 FIELD QUALITY CONTROL:

An independent Testing Laboratory, selected and paid by the contractor shall be retained to perform construction testing of in-place asphalt courses for Asphalt Extraction, Aggregate gradation, Marshall Stability, thickness and surface smoothness.

Thickness: In-place compacted thickness shall not be less than thickness specified on the drawings.

Surface Smoothness: Testing shall be performed on the finished surface of each asphalt concrete course for smoothness, using 10'-0" straightedge applied parallel with, and at right angles to centerline of paved area. The variation of the surface from the edge of the straight edge between any two contact points shall not exceed 1/4". Check surface areas at intervals necessary to eliminate ponding areas. Repair or remove and replace unacceptable paving as directed by the Contracting Officer.

Asphalt content, Aggregate gradation, and Marshall Stability shall be as specified in Section 331 of the Florida D.O.T. Specifications.

4 SPECIFICATION: PORTLAND CEMENT CONCRETE PAVING

4.1 SCOPE:

This section includes sidewalks, curbs, and miscellaneous concrete pavement.

4.2 APPLICABLE PUBLICATIONS:

The publications listed below form a part of this specification to the extent referenced. The publications shall be the most current issue and are referred to in the text by the basic designation only. The following are minimum requirements and shall govern except that all local, state, and/or federal codes and ordinances shall govern when their requirements are in excess hereof. All concrete construction shall be in accordance with applicable sections of the "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein.

Florida Department of Transportation Specifications:	
• Section 345	Portland Cement Concrete
• Section 350	Cement Concrete Pavement
• Section 520	Concrete Gutter, Curb Elements and Traffic Separator
• Section 931	Metal Accessory Materials for Concrete Pavement and Concrete Structures

American Society for Testing and Materials (ASTM) Publications:	
• A 615	Deformed and Plain Billet Steel Bars for Concrete Reinforcement
• D 1557	Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb. (4.54 kg) Rammer and 18-in. (457mm) Drop.
• D 1751	Preformed Expansion Joint Filler for Concrete Paving and Structural Construction. (Nonextruding and Resilient Bituminous Types)

4.3 SUBMITTALS:

Material Certifications: Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

4.4 MATERIALS:

Forms:

- Steel, wood, or other suitable material of size and strength to retain horizontal and vertical alignment until removed.
- Use straight forms, free of distortion and defects.
- Use flexible spring steel forms or laminated boards to form radius bends as required.

Form Release Agent:

- Coat forms with nonstaining type coating that will not discolor or deface surface of concrete.

Welded Wire Mesh:

- Welded plain cold-drawn steel wire fabric. Furnish in flat sheets, not rolls, unless otherwise acceptable to Contracting Officer. Welded wire mesh shall be free from rust, dirt, foreign matter and shall not be stored directly on the ground. Wire fabric shall comply with Sections 931 of the Florida D.O.T. Specifications.

Reinforcing Bars:

- Deformed steel bars, ASTM A 615, Grade 40. Reinforcing bars shall be free from rust, dirt, foreign matter and shall not be stored directly on the ground. Deformed steel bars shall comply with Section 931 of the Florida D.O.T. Specifications.

Concrete Materials:

- Comply with requirements of Sections 345 and 350 of the Florida D.O.T. Specifications for concrete materials, admixture, bonding materials, curing materials, and others as required.

Joint Fillers:

- Resilient premoixed bituminous impregnated fiberboard units complying with ASTM D 1751. Joint fillers shall comply with Section 932 of the Florida D.O.T. Specifications.

4.5 MIXING:

Design mix to produce normal weight concrete consisting of Portland cement, aggregate, water-reducing or high-range water reducing admixture (super-plasticizer), air-entraining admixture and water to produce following properties:

- Compressive Strength: Minimum 3,000 psi for curb and walkways and 4,000 psi for pavement, at 28 days. In addition, concrete for pavement shall have a minimum modulus of rupture of 600 psi.
- Slump Range: 3" - 5".
- Air Content: 3% to 6%.

4.6 PREPARATION:

Surface Preparation:

- Remove loose material from compacted base material surface immediately before placing concrete.
- Compact the top 12 inches of subgrade to a minimum soil density of 98% for the Modified Proctor Test (ASTM D 1557) to result in a minimum modulus of subgrade reaction (k) of 150 psi/in. Proof-roll prepared base material surface to check for unstable areas. The paving work shall begin after the unsuitable areas have been corrected and are ready to receive paving. Compaction testing for the base material shall be completed prior to the placement of the paving.

4.7 CONCRETE INSTALLATION:

Form Construction:

- Set forms to required grades and lines, rigidly braces and secured. Install sufficient quantity of forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.
- Check completed formwork for grade and alignment to following tolerances:
- Top of forms not more than 1/8" in 10'-0".
- Vertical face on longitudinal axis, not more than 1/4" in 10'-0".
- Clean forms after each use, and coat with form release agent as often as required to ensure separation from concrete without damage.

Reinforcement:

- Locate, place, and support reinforcement to ensure compliance with plans.

Concrete Placement:

- Comply with requirements of Sections 345, 350, and 520 of Florida D.O.T. Specifications for mixing and placing concrete.

Do not place concrete until base material and forms have been checked for line and grade. Moisten base material if required to provide uniform dampened condition at time concrete is placed. Concrete shall not be placed around manholes or other structures until they are at the required finish elevation and alignment.

Place concrete using methods, which prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Consolidate with care to prevent dislocation of reinforcing, dowels, and joint devices.

Deposit and spread concrete in continuous operation between transverse joints, as far as possible. If interrupted for more than 1/2 hour place construction joint.

Curbs and Gutters:

Automatic machine may be used for curb and gutter placement at Contractor's option. Machine placement must produce curbs and gutters to required cross section, lines, grades, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete as specified.

4.8 JOINT CONSTRUCTION:

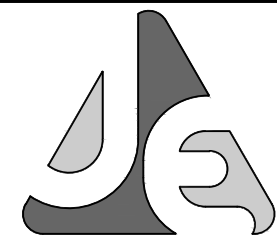
Construct expansion, weakened-plane (Contraction), and construction joints true-to-line with face perpendicular to surface of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.

Weakened-Plane (Contraction) Joints:

- Provide weakened-plane (contraction) joints, sectioning concrete into areas at 15'-0" o.c. maximum each way.
- Sidewalks shall have contraction joints at 5'-0" o.c.
- Construct weakened-plane joints for depth equal to at least 1/4 concrete thickness.

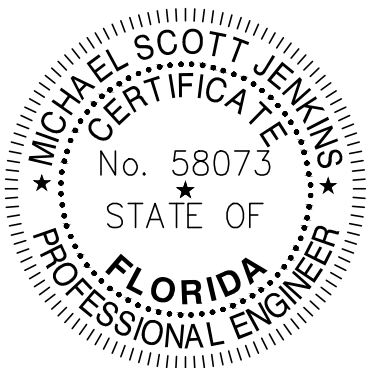
Tooled Joints:

Form weakened-plane joints in fresh concrete by grooving top portion with recommended cutting tool and finishing edges with jointer.



JENKINS ENGINEERING, INC.
1234 AIRPORT ROAD, SUITE 126
NICEVILLE, FLORIDA 32578
PHONE 850.678.5141
FAX 850.729.2460

JEICIVIL.COM
C.O.A. NO. 9927 - L.B. NO. 8081



M. SCOTT JENKINS, P.E.
FL. REGISTRATION NO. 58073

BY	M.S.						

DESCRIPTION

REV

DATE

1

2

3

4

5

6

7

8

CREWS DEVELOPMENT

HENDERSON BEACH ROAD
CITY OF DESTIN, FLORIDA

SPECIFICATIONS

NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

JOB: 18-34
DATE: 4/22/2020
DESIGNED: BF/SJ
DRAWN: BF

BAR IS ONE INCH ON ORIGINAL
0 1"
IF NOT ONE INCH ON THIS SHEET
ADJUST SCALES ACCORDINGLY

DRAWING NUMBER
9 OF 10

SHEET NUMBER

File: P:\2018\18-34_TPU Hilton\Drawings\18-34_HENDERSON BEACH RD-4-22-20.dwg Last Save: 4/24/2020 10:32 AM Last saved by: RBF
Last Plotted by: Brian Farmer Plot Style: ---- Plot Scale: 1:10 Plot Date: 4/24/2020 10:47 AM Plotter used: DWG To PDF.pc3

NOT RELEASED FOR CONSTRUCTION

CONTINUED ON NEXT COLUMN

CONTINUED ON NEXT COLUMN

CONTINUED ON NEXT COLUMN

Construction Joints:

Plan concrete placement such that construction joints fall at expansion joints as detailed in the plans.

Expansion Joints:

Provide premolded joint filler for expansion joints abutting concrete curbs, catch basins, manholes, inlets, structures, walks, and other fixed objects.

Locate expansion joints at 40'-0" o.c. maximum for each pavement lane or for curb.

Located expansion joints at 50'-0" o.c. maximum for walkways.

Joint Fillers:

Extend joint fillers full-width and depth of joint, and not less than 1/2" or more than 1" below finished surface where joint sealer is indicated.

Furnish joint filler in one-piece lengths for full width being placed, wherever possible. Where more than one length is required, lace or clip joint filler sections together.

Joint Sealants:

Exterior pavement joint sealants shall be composed of a non-priming, pourable, self-leveling type polyurethane sealant, such as grey shep-calk, or approved equal suitable for use in pavements and sidewalks.

4.9 CONCRETE FINISHING:

After striking-off and consolidating concrete, smooth surface by screeding and floating. Adjust floating to compact surface and produce uniform texture.

After floating, test surface for trueness with 10'-0" straightedge (maximum deviation of 1/4 inch). Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide continuous smooth finish.

Work edges of slabs, gutters, back top edge of curb, and formed joints with an edging tool, and round to 1/2" radius. Eliminate tool marks on concrete surface.

After completion of floating and troweling when excess moisture or surface sheen has disappeared, complete surface finish as follows:

Curbs, Gutters, and Walks:

Broom finish by drawing fine-hair broom across concrete surface perpendicular to line of traffic. Repeat operation if required to provide fine line texture.

Inclined Slab Surfaces:

Provide coarse, nonslip finish by scoring surface with stiff-bristled broom perpendicular to line of traffic.

Paving:

Burlap finish by dragging seamless strip of damp burlap across concrete perpendicular to line of traffic. Repeat operation to provide gritty texture.

Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point up any minor honeycombed areas. Remove and replace areas or section with major defects, as directed.

Protect and cure finished concrete paving in accordance with "Florida Department of Transportation Specifications for Road and Bridge Construction" Section 350-13.

4.10 CLEANING AND ADJUSTING:

Repair or replace broken or defective concrete as directed.

Protect concrete from damage until acceptance of work. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials.

Sweep concrete pavement and wash free of stains, discolorations, dirt, and other foreign material just prior to final inspection.

5 SPECIFICATION: FENCING

The Contractor shall install fencing as shown on the plans and in accordance with the manufacturer's brochure. The following are minimum requirements and shall govern except that all local, state and/or federal codes and ordinances shall govern when their requirements are in excess hereof.

5.1 MATERIAL CERTIFICATES:

Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

5.2 MATERIALS:

All materials and equipment incorporated in the work shall be new, clean, and free of visual defects unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements may be considered defective.

Height shall be as required as shown on the construction plans.

Fabric shall be #9 gauge, chain link open hearth steel wire, hot-dipped galvanized after weaving with minimum coating of 2.0 ounce of zinc per square foot or aluminum coating with .40 ounces per square foot, woven in 2" diamond mesh.

Line post, top, intermediate and bottom rails, shall be 1-5/8" O.D. steel pipe, weight 2.27 lbs. per foot, hot-dipped galvanized. Set 36" deep in concrete.

Terminal, corner, gate and pull posts shall be 3" O.D. pipe, 5.79 lbs. Set 36" deep in concrete.

Concrete for setting posts shall be Portland Cement complying with ASTM C-150, aggregates complying with ASTM C-33, and clean water. Mix materials to obtain concrete with a minimum 28-day compressive strength of 2,500 psi.

Stretcher bar bands, tie wires, hog rings, couplings, nuts, stretcher bars, bolts, and miscellaneous fastening devices shall be manufacturer's standard for heavy construction fence.

Swing gates shall consist of the following components.

2" O.D. steel pipe 2.72 lbs. per foot, hot-dipped galvanized. Each frame to be equipped with 3/8" diameter adjustable truss rods.

Hinges shall be hot-dipped galvanized pressed steel or malleable iron to suit gate size, non-lift-off type. Hinges shall be offset to permit 180 degrees opening. Provide one (1) pair of hinges per lead.

Latch shall be forked type to permit operation from either side with provisions to lock both sides with padlock.

5.3 ACCEPTABLE MANUFACTURERS:

Cyclone Fence, Page Fence, and Hackney Corporation.

6 SPECIFICATION: TRAFFIC STRIPING AND PAINTING

The Contractor shall paint traffic striping as shown on the plans. The following are minimum requirements and shall govern except that all local, state and/or federal codes and ordinances shall govern when their requirements are in excess hereof. All traffic striping and painting shall be in accordance with Sections 710 and 971 of the "Florida Department of Transportation Roadway and Traffic Design Standards".

6.1 MATERIAL CERTIFICATES:

Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

6.2 TRAFFIC STRIPING AND PAINTING:

Traffic control markings shall be marked on pavement as indicated on drawings.

Paint shall be in sealed containers that plainly show the designated name, formula or specification number, batch number, color, date of manufacture, manufacturer's name, formulation number, and directions, all of which shall be plainly legible at the time of use. The paint shall be homogeneous, easily stirred to smooth consistency, and shall show no hard settlement or other objectionable characteristics during a storage period of six months.

All machines, tools, and equipment used in performance of the work shall be approved and maintained in satisfactory operating condition. Hand-operated push-type machines of a type commonly used for application of paint to pavement surfaces shall be acceptable for marking small street and parking areas. Applicator machines shall be equipped with necessary paint tanks and spraying nozzles, and shall be capable of applying paint uniformly at the coverage specified. Sandblasting equipment shall be provided as required for cleaning surfaces to be painted. Hand-operated spray guns shall be provided for use in areas where push-type machines cannot be used.

New pavement surfaces shall be allowed to cure for a period of not less than thirty days before application of marking materials. All surfaces to be marked shall be thoroughly cleaned before application of the paint. Dust, dirt, and other granular surface deposits shall be removed by sweeping, blowing with methods as required. Rubber deposits, surface laitance, existing paint markings and other coatings adhering to the pavement shall be completely removed with scrapers, wire brushes, sandblasting, approved chemicals, or mechanical abrasion as directed.

Paint shall be applied evenly to the pavement surface to be coated at a rate of 105 plus or minus 5 square feet per gallon. Paint shall be applied as shown on the drawings.

Paint shall be applied to clean, dry surfaces, and unless otherwise approved, only when air and pavement temperatures are above 40 degrees F and less than 95 degrees F. Paint temperature shall be maintained within these same limits. Paint shall be applied pneumatically with approved equipment at rate of coverage specified herein. The Contractor shall provide guidelines and templates as necessary to control paint application. Special precautions shall be taken in marking numbers, letters, and symbols. All edges of marking shall be sharply outlined. The maximum drying time requirements of the paint specifications will be strictly enforced, to prevent undue softening bitumen, and pickup, displacement, or discoloration by tires of traffic. If there is a deficiency in drying of the markings, painting operations shall be discontinued until cause of the slow drying is determined and corrected.

Suitable warning signs shall be placed near the beginning of the work site and well ahead of the work site for alerting approaching traffic from both directions. Small markers shall be placed along newly painted lines to control traffic and prevent damage to newly painted surfaces. Painting equipment shall be marked with large warning signs indication that slow moving painting equipment is in operation.

Markings which must be visible at night shall be reflectorized unless ambient illumination assures adequate visibility.

7 SPECIFICATION: WATER DISTRIBUTION SYSTEM

The Contractor shall provide and install all materials for a potable water distribution system as shown on the drawings and in this specification. In addition, he shall obtain all permits and conduct all tests required by local, state and federal authorities and as specified on these drawings.

7.1 MATERIALS:

All materials and equipment incorporated in the work shall be new, clean, and free of visual defects unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements may be considered defective.

Piping less than 4 inches in diameter:

- Polyvinyl Chloride (PVC) 160 psi, SDR 26
- Polyethylene pipe 160 psi, SDR 9
- Polyethylene tubing 200 psi, SDR 9

ASTM D-2241

ASTM D-3350 & ASTM D-2239

ASTM D-3350 & ASTM D-2737

Piping greater than 4 inches in diameter:

- Polyvinyl Chloride (PVC) 150 psi
- Ductile iron (Class 50)

AWWA C-900 (DR 18)

ANSI A21.51

Joints for PVC pipes:

- Joints shall comply with ASTM D-3139
- No solvent cements or toxic lubricant will be allowed.
- Expansion capability will be provided.

Joints for Ductile Iron pipes:

- Joints shall comply with AWWA C-153 or AWWA C-110

Gate Valves:

- Valves shall comply with AWWA C-509
- 200 psi iron body, bronze mounted, non-rising stems with square operating nuts and a suitable valve box.

7.2 INSTALLATION:

Shall comply with all local, state and federal regulations. The Contractor shall provide proper facilities for handling and laying pipe and accessories. No pipe will be laid in unsuitable weather or in water. The Contractor will verify all field dimensions with the design Engineer (including Field Stake-Out) prior to commencing work. The Contractor shall notify the Engineer at 24 hours prior to installing any portion of the water main distribution system. He shall also stake all service connections and provide as-built dimensions to the Engineer. Connections to the existing system shall be coordinated with the Utility Company. Minimal service interruption shall occur and traffic safeguards shall be taken.

The Contractor shall conduct hydrostatic pressure and leakage tests as follows: Apply 150 psi or 150% of the working pressure whichever is greater to the test line. Duration of the pressure test shall be at least two (2) hours. After 1/2 hour, check pressure, if pressure has dropped, inspect for leaks and correct as required. Repeat tests until there are no leaks or pressure loss. Pressure must hold for two hours.

Note: The Contractor shall notify the Utility Company and the Engineer at least 48 hours prior to conducting pressure and leakage tests. A 3/4 inch hose bib connection will be required for gauge connection.

The Contractor shall sterilize the lines by chlorinating at 40 to 50 ppm, injecting at a corporation stop and operating all valves and accessories. Flush system. Subsequent tests on replacement water shall show a chemical and bacterial count equal to the supply main. Samples shall be taken and tested at the expense of the Contractor, and results shall be acceptable to local, state and federal agencies of interest.

7.3 NOTES:

All water piping and fittings used shall be National Sanitation Foundation (N.S.F.) approved for potable water.

A minimum separation of 10 ft. horizontal, outside to outside and 18 inches vertical is required between all water lines and the sanitary sewer system.

When trench excavation depth exceeds five feet, the Contractor shall provide trench protection (shields, sloping, shoring, etc.) and shall comply with OSHA Standard 29 CFR, Section 1926.650 Subpart P.

In accordance with rules of the Florida Department of Environmental Protection (DEP), Chapter 62-555, the Engineer of record will be responsible for observation of construction of the Potable Water System. The Engineer shall be notified at commencement and completion of construction. To assure compliance with plans and specifications, said Engineer will report to DEP upon completion of construction and cleaning and disinfecting described above before the system can be placed in service.

All PVC potable water lines and services will be marked with No. 14 copper insulated tracer wire to enable location with a Ferrous Metal Detector. The tracer wire will be placed 12 inches above and throughout the length of all such pipe.

7.4 FIRE HYDRANTS:

All fire hydrants shall be 6 inch, three way hydrants with two 2-1/2 inch hose nozzles and one 4-1/2 inch pumper nozzle, designed for 150 lbs working pressure or 300 lbs hydrostatic pressure and shall conform to the latest specifications of the AWWA. All working parts shall be bronze. All hose threads shall be National Standard Threads. Hydrants shall have a mechanical joint end inlet. Hydrants shall be Traffic Breakaway Model. The hydrant main valve shall be a compression type that closes with the water pressure. Hydrants shall have not less than a 5-1/4 inch valve opening. All hydrants shall be equipped with automatic self-oiling reservoirs that lubricate the stem threads and all bearing surfaces each time the hydrant is operated. Hydrants shall be painted one coat of red iron oxide, zinc oxide primer conforming to Steel Structures Painting Council SSPC-paint 25 and two finish coats of silicone alkyd paint conforming to Steel Structures Painting Council

SSPC-paint 21. Fire hydrants shall be painted in accordance with NFPA 291, Recommended Practice For Fire Flow Testing and Marking of Hydrants.

8 SPECIFICATION: SANITARY SEWER SYSTEM

The Contractor shall provide and install all gravity sewer material shown on the drawings and in this specification. In addition, he shall obtain all permits and conduct all tests required by local, state and federal authorities and as specified on these drawings.

8.1 MATERIALS:

All materials and equipment incorporated in the work shall be new, clean, and free of visual defects unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements may be considered defective.

Piping:

- PVC Gravity Sewer
- Ductile Iron Pipe (D.I.P.)
- PVC Force Mains (160 psi)

ASTM D-3034, SDR-35

ANSI A21.51

ASTM D-1784 and D-2241

Joints:

- PVC, Rubber Ring
- D.I.P. Joints, Rubber Gasket

ASTM D-1969

ANSI A21.11

NOTE: ALL JOINTS TO BE BELL AND SPIGOT TYPE.

Concrete:

- Poured or Pre-cast

4000 psi at 28 days

8.2 INSTALLATION:

Shall comply with all local, state and federal regulations. The Contractor shall provide proper facilities for handling and laying pipe and accessories. Trenches shall be properly prepared; pipe shall be supported over its full length and bell holes hand dug as required. No pipe will be laid in unsuitable weather or in water. The Contractor will verify all field dimensions and report all discrepancies (including field stake-out) prior to commencing work. The Contractor shall notify the Engineer at least 24 hours prior to installing any portion of the sanitary sewer system. He shall also stake all service connections and provide as-built dimensions to the Engineer. Manholes, cleanouts and the like shall be located, built and sized as shown on these drawings. Connections with existing sewer systems shall be coordinated by the Contractor with the utility company.

A minimum separation of 10 ft. horizontal measured outside to outside and 18 inches vertical is required between sanitary sewer lines and all water lines.

When trench excavation depth exceeds five feet, the Contractor shall provide trench protection (shields, sloping, shoring, etc.) and shall comply with OSHA Standard 29 CFR, Section 1926.650 Subpart P.

In accordance with rules of the Florida Department of Environmental Protection (DEP), Chapter 62-604, the Engineer of record will be responsible for observation of construction of the Sanitary Sewer System. The Engineer shall be notified at commencement and completion of construction. To assure compliance with plans and specifications said Engineer will report to DEP upon completion of construction before the system can be placed in service.

The Contractor shall coordinate all tests with the utility company and the Engineer. All lines, fittings and manholes shall be clean and dry before conducting tests. Tests and subsequent corrections shall be at the expense of the Contractor.

8.3 GRAVITY SEWERS:

Leakage tests by exfiltration and/or infiltration will be made on all pipe. The Engineer shall have the option determining which test shall be employed. Generally, if the groundwater table is below the bottom of the pipe, an exfiltration test shall be used. Duration of test shall be not less than two (2) hours. Visible leaks encountered shall be corrected regardless of leakage test results. Leakage as measured by either the infiltration or exfiltration test shall not exceed 0.157 gallons per inch diameter per 100 feet of pipe per hour. When leakage exceeds the maximum amount specified, satisfactory correction shall be made and retesting accomplished.

Deflection testing shall be done on all flexible pipe at the direction of the Engineer. Testing shall be done using a mandrel having a diameter equal to 95 percent of the inside diameter of the pipe. When a deflection device is used in lieu of the mandrel, such device shall be approved by the Engineer prior to use. No pipe deflection shall exceed 5 percent.

8.4 FORCE MAINS:

The Contractor shall conduct hydrostatic pressure and leakage tests as follows:

Apply 100 psi or 150% of the working pressure, whichever is greater, to the test line. Duration of the pressure test shall be at least two (2) hours. After 1/2 hour, check pressure, if pressure has dropped, inspect for leaks and correct as required. Repeat tests until there are no leaks or pressure loss. Pressure must hold for two hours.

Note: The Contractor shall notify the Utility Company and the Engineer at least 24 hours prior to conducting pressure and leakage tests.

Force mains shall have thrust blocks designed for 100 psi test pressure. Force mains shall be colored other than white to distinguish from water lines. Force mains in the right-of-way shall have 30 inches (minimum) cover over the crown.

All sanitary sewer force mains will be marked with No. 14 copper insulated tracer wire to enable location with a Ferrous Metal Detector. The tracer wire will be placed 12 inches above and throughout the length of all such pipes.

8.5 MANHOLES:

Shape: All manholes will be eccentric or as specified on the drawings.

Setting Manhole Castings: The frame of the casting shall be set in a full mortar bed composed of one part Portland Cement to two parts of fine aggregate.

Concrete: The minimum compressive strength required at twenty-eight days is 4000 lbs. per sq. inch. The minimum amount of water shall be used to produce a workable mix and shall not exceed six (6) U.S. Gallons per sack of cement. Concrete shall conform to ASTM C-94.

Pre-cast Reinforced Concrete Manhole Sections: Pre-cast reinforced concrete manhole sections shall conform to ASTM C-478. All joints for pre-cast sections shall be approved by the Engineer.

Castings: Cast iron frames and covers shall conform to the drawings in all essentials of design. All castings shall be made of clean, even grain, tough gray cast iron. The quality of iron in the castings shall conform to the current ASTM Specification A-48 for Class 20 Gray Iron Castings. The weight of castings shall be as shown in the plans. Castings shall be smooth, true to pattern, and free from projections, sand holes, or defects. A raised work "SEWER" shall be cast on the upper non-skid surface of all manhole covers. The portio of the frame and cover which forms the cover seat shall be machined so that no rocking of the cover is possible. The castings shall be coated with coal tar pitch varnish. On roadways the frame and cover shall be set flush with and in the plane of the surface. In other locations they shall be set to grades determined by the Engineer. A shop drawing of the manhole frame and cover must be approved by the Engineer for all covers and frames furnished on the project.

Water-Proofing: Both concrete and pre-cast sections below grade shall be painted on the outside with either two coats of bitumastic paint or a heavy layer of emulsified asphalt to water-proof completely. Manholes shall be inspected for water tightness prior to being placed in service. All incoming and outcoming sewer lines shall be plugged and the manhole filled with water to a level to create a minimum positive head of two feet or above the highest section joint. If the water level drop exceeds 1/8" per vertical foot of manhole depth in 5 minutes, the manhole shall have failed the test.

8.6 GENERAL:

Grout all riser joints and entry pipes.

Provide neat cement seals for pre-cast units.

Minimum radius allowed is 20 inches.

Invert grouting shall be uniform and smooth-sloped to center line of pipe.

Note: Roof drains, foundation drains and all other clean water connections to the sanitary sewer system are prohibited.

9 SPECIFICATION: STORM SEWER SYSTEM

The Contractor shall provide and install all storm sewer material shown on the drawings and in this specification. In addition, he shall obtain all permits and conduct all tests required by local, state and federal authorities and as specified.

9.1 MATERIALS:

All materials and equipment incorporated in the work shall be new, clean, and free of visual defects unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements may be considered defective.

Corrugated Polyethylene Pipe: Shall comply with section 948 of the latest edition "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein. Pipes 12 inches to 24 inches in diameter shall comply with ASTM F-405 and ASTM F-667. Joints shall be by means of dimpled band. If used outside of dry wells, joints shall be wrapped in filtercloth 2 feet in width and with 2 feet of overlap on the diameter. This pipe, in the perforated form, shall be used inside dry wells. It may be used outside dry wells only when used with a filter sock. Perforations shall be 1/4 inch diameter and spaced 10 inches on center in the valley of the corrugations.

Polyvinyl-Chloride Pipe: Shall comply with section 948 of the latest edition "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein. Polyvinyl-Chloride Pipe shall meet the requirements of ASTM D 3034, SDR-35, or ASTM F 949, profile wall without perforations. Polyvinyl-Chloride Pipe for use as underdrain shall conform to the requirements of ASTM F 758 or ASTM F 949. Also, PVC underdrain manufactured from PVC pipe meeting ASTM D 3033 or ASTM D 3034, perforated in accordance with the perforation requirements given in AASHTO M 36, or AASHTO M 196 will be permitted.

Reinforced Concrete Pipe: Shall comply with requirements of ASTM C-76, Class III, unless otherwise indicated on the Drawings, and shall be installed with rubber gasketed joints complying with ASTM C-443. Install rubber gaskets in strict accordance with pipe manufacturer's recommendations.

Manholes: Precast reinforced concrete manhole sections shall conform to ASTM Specification C-478. Construct manholes of precast concrete sections as required by Drawings to size, shape, and depth indicated, but never less than 4'-0" inside diameter. All joints for precast sections shall be approved by the engineer.

Inlets and Catch Basins: Precast reinforced concrete Inlets and Catch Basin sections shall conform to ASTM C-478. Construct Inlets and Catch Basins of precast concrete construction as required by drawings to size, shape and depth indicated.

Main and Lateral Pipes: Neatly cut off main and lateral pipes flush with inside of manhole or inlet where they enter structure walls. Dress all irregularities and rough edges with non-shrinking group (inside and outside).

Where pipes enter or exit manholes, a "Kor-N-Seal" molded neoprene boot with stainless steel internal and external bands as manufactured by the National Pollution Control Systems, Inc., Nashua, New Hampshire, or a polyurethane joint with a short transition joint as manufactured by Moorform Corporation, Centralia, Illinois, or an approved equal (or superior) connection shall be provided.

Cast Iron Frames, Covers, and Grates: After completion of manhole inlet, set cast iron frame in full mortar bed after adjusting to required elevation. Cast iron frames and covers shall conform to the drawings in all essentials of design. All castings shall be made of clean, even grain, tough gray cast iron. The quality of iron in the castings shall conform to the current ASTM Specification A-48 for Class 20 Gray Iron Castings. The weight of castings shall be as shown in the plans. Castings shall be smooth, true to pattern, and free from projections, sand holes, or defects. A raised word "STORM SEWER" shall be cast on the upper non-skid surface of all manhole covers. The portion of the frame and cover which forms the cover seat shall be machined so that no rocking of the cover is possible. The castings shall be coated with coal tar pitch varnish. On roadways the frame and cover shall be set flush with and in the plane of the surface. In other locations they shall be set to grades determined by the engineer. The frame and cover shall be heavy duty traffic bearing.

Plastic Filter Fabric: Plastic Filter Fabric shall be the non-woven type and shall comply with sections 514 and 985 of the latest edition "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein.

Concrete: Concrete shall comply with Section 345 of the latest edition "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein. Minimum compressive strength at 28 days shall be 4,000 psi.

9.2 DETENTION AREAS AND GRASSED SWALES:

Swales must be landscaped with seeding, sodding, or sprigging, which does not inhibit the infiltration rate of the soil. Engineer requires 48 hours notice prior to landscaping of infiltration areas to make appropriate inspections.

The system will require periodic maintenance for continued proper operation. This will include, as a minimum: A) removal of silt debris from surface infiltration areas and catch basins, and B) maintenance of vegetative cover in surface infiltration areas.

9.3 STORMWATER DRYWELLS:

Drywells shall be constructed to the dimensions as detailed in the plans. The washed granular material shall have of a void ratio of not less than 0.4 and the gradation shall conform to section 901 of the latest edition "Florida Department of Transportation Specifications for Road and Bridge Construction". The dry well shall be completely wrapped in woven (as opposed to spun) filter cloth with a minimum 2 feet of overlap at field joints. The dry well shall contain perforated pipes as detailed in the plans.

9.4 INSTALLATION:

The Contractor shall comply with all local, state and federal regulations. The Contractor shall provide proper facilities for handling and laying pipe and accessories. Trenches shall be properly prepared; pipe shall be supported over its full length and bell holes hand dug as required. No pipe will be laid in unsuitable weather or in water. The Contractor will verify all field dimensions and report all discrepancies (including field stake-out) prior to commencing work. The contractor shall notify the Engineer at least 24 hours prior to installing any portion of the storm sewer system. He shall also stake all service connections and provide as-built dimensions to the Engineer. Manholes, cleanouts and the like shall be located, built and sized as shown on these drawings. Connections with existing storm sewer systems shall be coordinated by the Contractor with the Utility Authority. Adequate traffic control shall be provided.

A minimum separation of 10 ft. horizontal measured outside to outside and 18 inches vertical is required between storm sewer lines and all water lines.

When trench excavation depth exceeds five feet, the Contractor shall provide trench protection (shields, sloping, shoring, etc.) and shall comply with OSHA Standard 29 CFR, Section 1926.650 Subpart P.

In accordance with rules of the Florida Department of Environmental Protection (DEP), Chapter 62-25, the Engineer of record will be responsible for observation of construction of the Storm Sewer System. The Engineer shall be notified at commencement and completion of construction. To assure compliance with plans and specifications, said Engineer will report to DEP upon completion of construction before the system can be placed in service.

9.5 TESTS:

The Contractor shall coordinate all Tests and Inspections with the Utility Authority and the Engineer. All lines, fittings and manholes shall be clean and dry before the Inspector is summoned. Tests and subsequent corrections shall be at the expense of the Contractor.

Non-Perforated Storm Sewers: Leakage tests by exfiltration and/or infiltration will be made on all pipe as deemed by the Engineer. The Engineer shall have the option determining which test shall be employed. Generally, if the groundwater table is below the bottom of the pipe, an exfiltration test shall be used. Duration of test shall be not less than two (2) hours. Visible leaks encountered shall be corrected regardless of leakage test results. Leakage as measured by either the infiltration or exfiltration test shall not exceed 0.2 gallons per inch diameter per 100 feet of pipe per hour. When leakage exceeds the maximum amount specified, satisfactory correction shall be made and retesting accomplished.

Deflection testing shall be done on all flexible pipe at the direction of the Engineer. Testing shall be done using a mandrel having a diameter equal to 95 percent of the inside diameter of the pipe. When a deflection device is used in lieu of the mandrel, such device shall be approved by the Engineer prior to use. No pipe deflection shall exceed 5 percent.

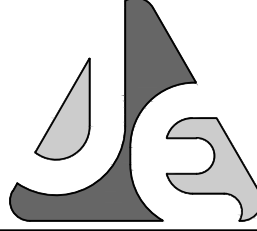
9.6 EROSION PROTECTION:

New and existing drainage structures shall be protected from soil erosion sedimentation by placing baled hay around structures.

Staked baled hay and silt fence barriers shall be installed downhill from any earthwork activity, and in all areas subject to soil erosion, prior to start of construction.

Soil erosion sedimentation shall be controlled during all phases of construction.

ALL SOIL EROSION SEDIMENTATION SHALL BE RETAINED ON SITE.



JENKINS ENGINEERING, INC.

1234 AIRPORT ROAD, SUITE 126
DESTIN, FLORIDA 32541
PHONE 850.837.2448
FAX 850.729.2460

JEICIVIL.COM

C.O.A. NO. 9927 - L.B. NO. 8081

MICHAEL SCOTT JENKINS

CERTIFICATE

No. 58073

STATE OF FLORIDA

PROFESSIONAL ENGINEER

M. SCOTT JENKINS, P.E.

FL. REGISTRATION NO. 58073

BY	M.S.						
DESCRIPTION							
DATE							
REV	1	2	3	4	5	6	7
							8

CREWS DEVELOPMENT

HENDERSON BEACH ROAD

CITY OF DESTIN, FLORIDA

SPECIFICATIONS

NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

JOB: 18-34

DATE: 4/22/2020

DESIGNED: BF/SJ

DRAWN: BF

BAR IS ONE INCH ON ORIGINAL

0 1"

IF NOT ONE INCH ON THIS SHEET

ADJUST SCALES ACCORDINGLY

DRAWING NUMBER

10 OF 10

SHEET NUMBER

C09

NOT RELEASED FOR CONSTRUCTION

CONTINUED ON NEXT COLUMN

CONTINUED ON NEXT COLUMN

CONTINUED ON NEXT COLUMN

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2020

TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Wen Livingston, Library Director

DATE: 5/8/2020

SUBJECT: Destin Library Materials Selection and Collection Development Policy

I. BACKGROUND:

A Library's Collection Development Policy is the standard for guiding the content of current and future collections.

The reasons for adopting this policy are:

- It establishes the parameters and priorities for staff in the selection, management, and preservation of the collection.
- It identifies responsibilities for developing collections.
- It informs the public and stakeholders of the principles guiding the Destin Library's collection development.
- It states the Library's commitment to intellectual freedom and to providing information expressing a variety of viewpoints.
- It describes the Library's policy and procedures for complaints about its materials.

II. DISCUSSION: Establishing a collection development policy would define what staff, stakeholders, and the public can expect from the Destin Library's collection.

A. Link to Strategic Goals / Objectives: Transparent and equitable governance.

B. Effect on Budget (EOB): None

C. Level of Service (LOS):

III. CONCLUSION:

It would be beneficial to the City of Destin to have a policy in place that ensures that library collection development funds are used in a standardized method to benefit the community.

IV. RECOMMENDED MOTION:

I move to adopt the Destin Library's Materials Selection and Collection Development Policy and authorize the Mayor to sign the document.

Attachments:

1. DL Col Dev Policy LH
2. Exhibit A Library Bill of Rights
3. Exhibit B Freedom to Read Statement
4. statement of concern form LH
5. complete crewmethod12



Destin Library

150 Sibert Avenue | Destin, FL, 32541 | Phone: 850-837-8572 | www.cityofdestin.com



DESTIN LIBRARY MATERIAL SELECTION AND COLLECTION DEVELOPMENT POLICY

Introduction

Libraries serve a significant role in preserving the integrity and freedom inherent in the Constitution of the United States and the Bill of Rights. They provide a unique educational and societal role by protecting the rights of individuals in a democracy to access ideas, words, books, cultural media, and the arts. Accordingly, library collections must represent the diversity of people and ideas in our society.

The context and basis for the Destin Library's Material Selection and Collection Development Policy (the "Policy") are shaped in part by the American Library Association's definition of Intellectual Freedom as "the right of every individual to both seek and receive information from all points of view without restriction." Furthermore, The American Library Association's Library Bill of Rights and The Freedom to Read Statement, attached hereto as Exhibits "A" and "B," respectively, are endorsed by the Destin Library and are integral parts of the Policy. The inclusion of an item in the Destin Library's collection does not constitute an endorsement of content by the Destin Library or the City of Destin.

Objectives

The purpose of the Policy is to provide all individuals in the community with carefully selected books and other materials to aid in the pursuit of education, information, research, pleasure, and the creative use of leisure time.

Destin Library staff uses the Policy in the selection of materials and to acquaint the community with the principles of selection.

The Policy will be reviewed and revised as needed.

Responsibility for Selection

The ultimate responsibility for the selection of library materials rests with the library director who operates within the framework of the policies determined by the City of Destin. Library staff may be tasked with selecting materials; however, the library director has the authority to reject or select any item contrary to the recommendations of the staff.

Criteria for Selection

1. The main points considered in the selection of materials are:

Comment [LH1]: Nicely worded

- a. individual merit of each item based on artistic worth, originality of work, the suitability of the content, and contribution to the Destin Library's collection
 - b. meets the needs and interest of the community
 - c. popular appeal and demand
 - d. suitability or need of material for the community
 - e. existing library holdings
 - f. representation of diverse points of view
 - g. the relevance of the information to immediate social conditions or issues
 - h. representation of important movements, subjects, genres, or trends
 - i. material currency and accuracy, and
 - j. constraints imposed by availability, space, budget, and format.
2. Reviews are a significant source of information about new materials. The primary sources of reviews used for collection development are Booklist, Library Journal, Kirkus, and other authoritative review sources.
3. The lack of a review or an unfavorable review shall not be the sole reason for rejecting a title that is in demand. Consideration is, therefore, given to requests from library patrons and books discussed on public media. Materials are judged on the whole work, not on a part taken out of context.
4. No resource shall be excluded because of the race, nationality, gender, sexual orientation, age, or the social, political, or religious views of the authors.
5. Teen and young adult resources are selected to meet the informational, educational, cultural, and recreational needs of older children, generally defined as 12 to 18 years of age. In selecting resources for teens and young adults, consideration is given to information, diversity, incidents, and characterizations that reflect the adolescent experience and to highlight topics of interest and concern. Much contemporary teen and young adult material deals frankly with current social issues and may include controversial language. The value and impact of such content are examined as a whole because the significance of an entire work often transcends isolated words, phrases, or incidents.
6. Children's resources are selected to meet the informational, educational, cultural, and recreational needs of children, generally defined as newborns to 12 years of age. In selecting materials for children, consideration is given to originality, accuracy, imagination, graphic design, vocabulary, content, diversity, and format to the age of the reader.

Interlibrary Loan

Destin Library is a member of the Okaloosa County Public Library Cooperative (OCPLC). The OCPLC consists of six city libraries, Crestview, Destin, Fort Walton Beach, Mary Esther, Niceville, and Valparaiso, that share resources and materials, to provide information services to all in the Okaloosa County community.

Interlibrary Loan (ILL) allows the Destin Library to obtain materials from libraries outside of the OCPLC network to meet a patron's needs. A patron may request an interlibrary loan whenever material is not available from any of the OCPLC member libraries.

The ILL service is accessible to all patrons holding a valid adult OCPLC member library card in good standing. A patron can request two items at one time if the publication date is at least six months old. Due to demand, ILL requests for new materials may not be fulfilled. Some items may require a shipping fee, which the patron will be responsible for paying if the request is placed. Patrons are notified in advance of shipping charges.

Due dates and renewals for ILL items are at the discretion of the lending library. Patrons who wish to request a renewal should contact the technical services librarian before the due date, but renewals are not guaranteed. All ILL materials must be picked up and returned to the Destin Library. ILL materials may take anywhere from 2-6 weeks to be received, and highly specialized materials may take longer. The lending library also sets the value of the item if it is lost or damaged, which could be several hundred dollars. Items borrowed via Interlibrary Loan are subject to recall at any time by the lender.

Gifts and Donations

The Destin Library accepts gifts of books and other materials ("Donated Materials") with the understanding that they will be added to the collection only if appropriate and needed. Acceptance of Donated Materials does not guarantee that the Donated Materials will be maintained for any length of time or added to the collection. If the Donated Materials are not desired for the collection, the library director may dispose of the Donated Materials as he/she sees fit. The same criteria of selection which are applied to purchased materials are used with gifts and donations. The Library has the right to discard any donations that are in poor physical condition (e.g., brittle paper, water or mildew damage, torn or missing pages). By law, the Library is not allowed to appraise the value of donated materials, though it can provide an acknowledgment of receipt of the items if requested by the donor.

Memorial books with suitable bookplates can be arranged for inclusion in the Destin Library's collection. Specific titles may be requested if the titles meet the criteria of the Policy and subject to the approval of the library director.

Weeding

The Destin Library maintains a current, attractive, and useful collection through a continual weeding process. Materials that no longer meet the objectives of the Destin Library (including items that have become damaged or obsolete) will be systematically withdrawn according to the accepted professional practices described in the publication, CREW: A Weeding Manual for Modern Libraries. Replacement of worn volumes is dependent upon current demand, usefulness, more recent acquisitions, and availability of newer editions. The library director oversees this ongoing process of weeding. Withdrawn materials will be handled in a similar manner and under the same authority as donated materials.

Potential Problems or Challenges

The Destin Library recognizes that some materials are controversial and that any given item may offend some patrons. Selection of materials will not be made on the anticipated approval or disapproval of patrons but rather the principles stated in this Policy and its attached Exhibits, including providing equitable access of information, as it is key to having an informed populace.

Comment [LH2]: I like the wording on this as well.

The Destin Library takes very seriously all concerns expressed by patrons and attempts to respond as quickly as possible. The Destin Library will consider patron concerns or objections to resources in its collections when they are submitted in writing on the Statement of Concern form. The library director will recommend to the Destin City Manager whether to keep the item in the collection in its current location, move it to a different location within the Library, or remove the item from the collection. The Destin City Manager shall have final decision-making authority on this matter. As a matter of policy, no challenged resource which conforms to this Policy shall be removed from the Destin Library except by order of a court of competent jurisdiction.

The Destin Library supports all members of its community, having access to materials that celebrate and educate about their histories and their futures. The Destin Library is not responsible for the content of material ready by minors. That responsibility rests with the minor's parents or legal guardians.

The selection of library materials will not be inhibited by the possibility that materials may come into the possession of minors. Library materials will not be marked or identified to show approval or disapproval of their contents, and no library material will be sequestered except to protect it from damage or theft.

Exhibit A

Library Bill of Rights

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, age, background, or views of those contributing to their creation.

II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.

III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.

IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.

V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.

VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

VII. All people, regardless of origin, age, background, or views, possess a right to privacy and confidentiality in their library use. Libraries should advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.

Adopted June 19, 1939, by the ALA Council; amended October 14, 1944; June 18, 1948; February 2, 1961; June 27, 1967; January 23, 1980; January 29, 2019.

Inclusion of "age" reaffirmed January 23, 1996.

Library Bill of Rights", American Library Association, June 30, 2006.

<http://www.ala.org/advocacy/intfreedom/librarybill> (Accessed March 5, 2020)

Document ID: 669fd6a3-8939-3e54-7577-996a0a3f8952

The Freedom to Read Statement

The freedom to read is essential to our democracy. It is continuously under attack. Private groups and public authorities in various parts of the country are working to remove or limit access to reading materials, to censor content in schools, to label "controversial" views, to distribute lists of "objectionable" books or authors, and to purge libraries. These actions apparently rise from a view that our national tradition of free expression is no longer valid; that censorship and suppression are needed to counter threats to safety or national security, as well as to avoid the subversion of politics and the corruption of morals. We, as individuals devoted to reading and as librarians and publishers responsible for disseminating ideas, wish to assert the public interest in the preservation of the freedom to read.

Most attempts at suppression rest on a denial of the fundamental premise of democracy: that the ordinary individual, by exercising critical judgment, will select the good and reject the bad. We trust Americans to recognize propaganda and misinformation, and to make their own decisions about what they read and believe. We do not believe they are prepared to sacrifice their heritage of a free press in order to be "protected" against what others think may be bad for them. We believe they still favor free enterprise in ideas and expression.

These efforts at suppression are related to a larger pattern of pressures being brought against education, the press, art and images, films, broadcast media, and the Internet. The problem is not only one of actual censorship. The shadow of fear cast by these pressures leads, we suspect, to an even larger voluntary curtailment of expression by those who seek to avoid controversy or unwelcome scrutiny by government officials.

Such pressure toward conformity is perhaps natural to a time of accelerated change. And yet suppression is never more dangerous than in such a time of social tension. Freedom has given the United States the elasticity to endure strain. Freedom keeps open the path of novel and creative solutions, and enables change to come by choice. Every silencing of a heresy, every enforcement of an orthodoxy, diminishes the toughness and resilience of our society and leaves it the less able to deal with controversy and difference.

Now as always in our history, reading is among our greatest freedoms. The freedom to read and write is almost the only means for making generally available ideas or manners of expression that can initially command only a small audience. The written word is the natural medium for the new idea and the untried voice from which come the original contributions to social growth. It is essential to the extended discussion that serious thought requires, and to the accumulation of knowledge and ideas into organized collections.

We believe that free communication is essential to the preservation of a free society and a creative culture. We believe that these pressures toward conformity present the danger of limiting the range and variety of inquiry and expression on which our democracy and our culture depend. We believe that every American community must jealously guard the freedom to publish and to circulate, in order to preserve its own freedom to read. We believe that publishers and librarians have a profound responsibility to give validity to that freedom to read by making it possible for the readers to choose freely from a variety of offerings.

The freedom to read is guaranteed by the Constitution. Those with faith in free people will stand firm on these constitutional guarantees of essential rights and will exercise the responsibilities that accompany these rights.

We therefore affirm these propositions:

1. *It is in the public interest for publishers and librarians to make available the widest diversity of views and expressions, including those that are unorthodox, unpopular, or considered dangerous by the majority.*

Creative thought is by definition new, and what is new is different. The bearer of every new thought is a rebel until that idea is refined and tested. Totalitarian systems attempt to maintain themselves in power by the ruthless suppression of any concept that challenges the established orthodoxy. The power of a democratic system to adapt to change is vastly strengthened by the freedom of its citizens to choose widely from among conflicting opinions offered freely to them. To stifle every nonconformist idea at birth would mark the end of the democratic process. Furthermore, only through the constant activity of weighing and selecting can the democratic mind attain the strength demanded by times like these. We need to know not only what we believe but why we believe it.

2. *Publishers, librarians, and booksellers do not need to endorse every idea or presentation they make available. It would conflict with the public interest for them to establish their own political, moral, or aesthetic views as a standard for determining what should be published or circulated.*

Publishers and librarians serve the educational process by helping to make available knowledge and ideas required for the growth of the mind and the increase of learning. They do not foster education by imposing as mentors the patterns of their own thought. The people should have the freedom to read and consider a broader range of ideas than those that may be held by any single librarian or publisher or government or church. It is wrong that what one can read should be confined to what another thinks proper.

3. *It is contrary to the public interest for publishers or librarians to bar access to writings on the basis of the personal history or political affiliations of the author.*

No art or literature can flourish if it is to be measured by the political views or private lives of its creators. No society of free people can flourish that draws up lists of writers to whom it will not listen, whatever they may have to say.

4. *There is no place in our society for efforts to coerce the taste of others, to confine adults to the reading matter deemed suitable for adolescents, or to inhibit the efforts of writers to achieve artistic expression.*

To some, much of modern expression is shocking. But is not much of life itself shocking? We cut off literature at the source if we prevent writers from dealing with the stuff of life. Parents and teachers have a responsibility to prepare the young to meet the diversity of experiences in life to which they will be exposed, as they have a responsibility to help them learn to think critically for themselves. These are affirmative responsibilities, not to be discharged simply by preventing them from reading works for which they are not yet prepared. In these matters values differ, and values cannot be legislated; nor can machinery be devised that will suit the demands of one group without limiting the freedom of others.

5. *It is not in the public interest to force a reader to accept the prejudgment of a label characterizing any expression or its author as subversive or dangerous.*

The ideal of labeling presupposes the existence of individuals or groups with wisdom to determine by authority what is good or bad for others. It presupposes that individuals must be directed in making up their minds about the ideas they examine. But Americans do not need others to do their thinking for them.

6. *It is the responsibility of publishers and librarians, as guardians of the people's freedom to read, to contest encroachments upon that freedom by individuals or groups seeking to impose their own standards or tastes upon the community at large; and by the government whenever it seeks to reduce or deny public access to public information.*

It is inevitable in the give and take of the democratic process that the political, the moral, or the aesthetic concepts of an individual or group will occasionally collide with those of another individual or group. In a free society individuals are free to determine for themselves what they wish to read, and each group is free to determine what it will recommend to its freely associated members. But no group has the right to take the law into its own hands, and to impose its own concept of politics or morality upon other members of a democratic society. Freedom is no freedom if it is accorded only to the accepted and the inoffensive. Further, democratic societies are more safe, free, and creative when the free flow of public information is not restricted by governmental prerogative or self-censorship.

7. *It is the responsibility of publishers and librarians to give full meaning to the freedom to read by providing books that enrich the quality and diversity of thought and expression. By the exercise of this affirmative responsibility, they can demonstrate that the answer to a "bad" book is a good one, the answer to a "bad" idea is a good one.*

The freedom to read is of little consequence when the reader cannot obtain matter fit for that reader's purpose. What is needed is not only the absence of restraint, but the positive provision of opportunity for the people to read the best that has been thought and said. Books are the major channel by which the intellectual inheritance is handed down, and the principal means of its testing and growth. The defense of the freedom to read requires of all publishers and librarians the utmost of their faculties, and deserves of all Americans the fullest of their support.

We state these propositions neither lightly nor as easy generalizations. We here stake out a lofty claim for the value of the written word. We do so because we believe that it is possessed of enormous variety and usefulness, worthy of cherishing and keeping free. We realize that the application of these propositions may mean the dissemination of ideas and manners of expression that are repugnant to many persons. We do not state these propositions in the comfortable belief that what people read is unimportant. We believe rather that what people read is deeply important; that ideas can be dangerous; but that the suppression of ideas is fatal to a democratic society. Freedom itself is a dangerous way of life, but it is ours.

This statement was originally issued in May of 1953 by the Westchester Conference of the American Library Association and the American Book Publishers Council, which in 1970 consolidated with the American Educational Publishers Institute to become the Association of American Publishers.

Adopted June 25, 1953, by the ALA Council and the AAP Freedom to Read Committee; amended January 28, 1972; January 16, 1991; July 12, 2000; June 30, 2004.

A Joint Statement by:

[American Library Association](#)
[Association of American Publishers](#)

Subsequently endorsed by:

[American Booksellers for Free Expression](#)
[The Association of American University Presses](#)
[The Children's Book Council](#)
[Freedom to Read Foundation](#)
[National Association of College Stores](#)
[National Coalition Against Censorship](#)
[National Council of Teachers of English](#)
[The Thomas Jefferson Center for the Protection of Free Expression](#)

"The Freedom to Read Statement", American Library Association, July 26, 2006.

<http://www.ala.org/advocacy/intfreedom/freedomreadstatement> (Accessed March 5, 2020)

Document ID: aaac95d4-2988-0024-6573-10a5ce6b21b2



Destin Library

Empowering Possibilities



Statement of Concern Form

Name _____ Date _____

Library Card # _____

Email Address _____

Telephone Number _____ Cell _____ Home _____

Title of Work _____

Author or Performer _____

Type of item _____

Have you examined and read the entire work? Yes___ No___

What are your concerns about the item and why? _____

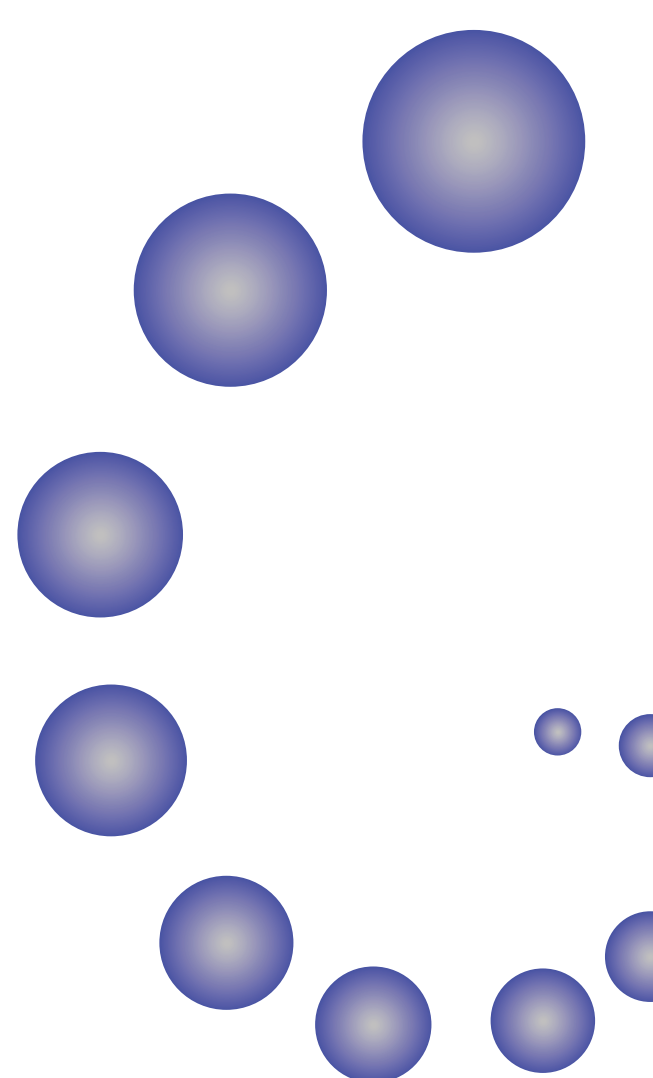
Is access to this item inconsistent with the guidelines in the Destin Library Collection Development Policy?

How did you find the item? _____

What action do you seek because of this complaint? _____

Are there resources you suggest that provide additional information or other viewpoints on the topic?

Form received by Destin Library staff member: _____



CREW: A Weeding Manual for Modern Libraries

**Revised to include a
section on e-books!**
(See page 49)

Revised and Updated by:
Jeanette Larson

Texas State Library and Archives Commission
Austin, Texas — 2012

This document is available online at: www.tsl.state.tx.us/ld/pubs/crew/index.html



CREW. A Weeding Manual for Modern Libraries

Revised and Updated by:
Jeanette Larson

Texas State Library and Archives Commission
Austin, Texas — 2012

This document is available online at: <http://www.tsl.state.tx.us/ld/pubs/crew>

TEXAS STATE LIBRARY AND ARCHIVES COMMISSION
CATALOGING IN PUBLICATION DATA

Larson, Jeanette.

CREW : a weeding manual for modern libraries
/ revised and updated by Jeanette Larson.
--Austin, Tex. : Texas State Library and Archives
Commission, 2012.
Rev.
p. : ill. ; 28 cm.
Includes bibliographical references.

1. Discarding of books, periodicals, etc. 2. Public
libraries--Collection development. I. Texas State
Library and Archives Commission. II. Title.

025.216 L329 2012

L1900.8 L329 2012

© Copyright 2012 Texas State Library and Archives Commission



CREW: A Weeding Manual for Modern Libraries by the Texas State Library and Archives Commission is licensed under a Creative Commons Attribution-Noncommercial-No Derivative Works 3.0 United States License. <http://creativecommons.org/licenses/by-nc-nd/3.0/>

Attribution statement:

CREW: A Weeding Manual for Modern Libraries © Copyright 2012 Texas State Library and Archives Commission

Permissions:

For permissions outside of those granted by this Creative Commons license, please contact the Texas State Library and Archives Commission, Library Development Division at lsc@tsl.state.tx.us or 512-463-5465.

Comments or complaints regarding the programs and services of the Texas State Library and Archives Commission can be addressed to the Director and Librarian, P.O. Box 12927, Austin, Texas 78711-2927.
Telephone: 512-463-5460 or Fax: 512-463-5436. This publication is available in alternate formats upon request.

Table of Contents

INTRODUCTION.....	7
ACKNOWLEDGEMENTS	9
BEFORE WE START THE PROCESS	11
THE CYCLE OF SERVICE: WHERE CREW FITS IN	12
WHY WEED? WHY CREW?	15
THE SIX BENEFITS OF WEEDING	15
HOW MUCH DO I WEED AND WHEN?	16
BEFORE YOU WEED	17
CRITERIA FOR WEEDING	18
WHAT TO WEED: GENERAL GUIDELINES	19
CHECKLIST OF WEEDING FACTORS	20
BEGINNING THE PROCESS	23
WEEDING RESPONSIBILITY	23
CREW IN TEN STEPS	25
CREWING CHILDREN'S MATERIALS	33
GENERAL GUIDELINES	33
OTHER CONSIDERATIONS	35
CREWING THE REFERENCE COLLECTION	37
TYPES OF RESOURCES	38
CREWING NONPRINT MEDIA	43
COMMON NONPRINT MATERIALS	44
LESS COMMON NONPRINT FORMATS	47
CREWING E-BOOKS	49
CREWING WITH COMPUTERS.....	55
THE CREW GUIDELINES FOR WEEDING YOUR COLLECTION	57
CREW GUIDELINES BY DEWEY CLASS	61
000 (GENERALITIES)	61
100 (PHILOSOPHY AND PSYCHOLOGY)	62
200 (RELIGION AND MYTHOLOGY)	63
300 (SOCIAL SCIENCES)	64
400 (LANGUAGE)	68
500 (NATURAL SCIENCES)	69
600 (TECHNOLOGY, APPLIED SCIENCES)	71
700 (THE ARTS)	73
800 (LITERATURE)	75
900 (HISTORY AND GEOGRAPHY)	76

F (FICTION).....	77
GRAPHIC NOVELS	77
PERIODICALS (ALSO NEWSPAPERS)	78
GOVERNMENT DOCUMENTS.....	78
NONPRINT (AUDIOVISUAL) MEDIA	78
LOCAL HISTORY	80
CREW GUIDELINES FOR THE CHILDREN’S COLLECTION.....	81
E (EASY READERS/PICTURE BOOKS)	81
JF (JUVENILE FICTION)	81
YA (YOUNG ADULT) FICTION	82
J AND YA NONFICTION	82
WHAT TO DO WITH WEEDDED BOOKS: TYPES OF DISPOSAL.....	83
EPILOGUE--ENCOURAGING THE HESITANT WEEDER.....	87
BIBLIOGRAPHY	91
STANDARD COLLECTION BIBLIOGRAPHIES	91
RECOMMENDED LISTS AND BEST OF THE YEAR LISTS	94
INDEXES.....	95
ELECTRONIC DATABASES	95
ONLINE RESOURCES	97
FURTHER READINGS	99
PERIODICALS AND ELECTRONIC LISTS	101
APPENDIX.....	103
OVERVIEW CHART OF CREW FORMULAS	105
DISPOSAL SLIP TEMPLATE	107

"I know no rules for discarding that eliminate possibility of error. We all make mistakes but most of these mistakes I am convinced stand on the shelves."

Gladys Allison, *Suggestions on Discarding* (December 1938)

"...Weeding out requires more knowledge, forethought and power of discrimination than is ordinarily brought to bear in the selection of books."

Thomas Aldred, *Book Selection and Rejection* (March 1901)

"Next to emptying the outdoor bookdrop on cold and snowy days, weeding is the most undesirable job in the library. It is also one of the most important."

Will Manley, "The Manley Arts," *Booklist* (March 1, 1996)

"A good library collection is like a good haircut. It's not what you cut—it's what you leave."

Anne Felix, Grand Prairie (Texas)
Public Library System

Introduction

For more than 30 years, *The CREW Method* has provided guidance to librarians and staff in small and medium sized public libraries about how to cull outdated and no longer useful materials from their collections. Since its inception in 1976, *The CREW Method* has become the benchmark tool for weeding library collections. It has been more than a decade since the first revised edition brought technology and online catalogs into the process. This new edition, called *CREW: A Weeding Manual for Modern Libraries*, builds on the work of Joseph P. Segal and Belinda Boon. Although much of the basic information remains the same, the impact of changes in technology and its effect on library collections has been taken into consideration. The CREW guidelines by Dewey Class have been expanded even further and updated to reflect current practices. New sections have been added that explain in more detail the MUSTIE factors and types of disposal. The bibliography has been updated to include current editions of standard works, contemporary selections, and expanded online resources.

Although it is written primarily with the needs of small and medium sized public libraries in mind, it has proven to be useful to libraries of all types and sizes. Since the release of the first revised edition in 1995, we have seen many changes in library operations. Almost universal access to the Internet has affected every aspect of library public service by providing instantaneous access to information sources heretofore unknown. Many standard reference tools and nonfiction works that were available only in print form ten years ago are now available in electronic formats, either through free or fee-based subscription services. *CREW: A Weeding Manual for Modern Libraries* takes this into consideration, as well as changes in selection and withdrawal practices in specific areas such as reference and nonfiction materials.

As with the previous editions, this manual is designed for use primarily by librarians and staff in smaller community libraries and branches of larger systems. We know that the CREW method is used by librarians in many other states and we beg your indulgence when the manual refers to Texas-specific resources and statewide projects.

While no librarian has enough time, space, or budget to ignore the need to weed, *CREW: A Weeding Manual for Modern Libraries* strives to make the process easier for staff that may have the most difficulty finding ways to keep the collection current and vital. The justification for weeding—to maintain a collection that is vital, relevant, and useful—and the criteria for weeding a library—physical condition, relevance of the subject, currency of the information—remain basically unchanged. However, libraries are experiencing increasing scrutiny from the public and funding sources, and may be required to justify their discard practices in more detail. Access to online library catalogs and direct requests for interlibrary loan may cause some librarians to hold on even more tightly to materials that should be discarded because ‘someone’ may request the item. The current edition addresses these concerns and incorporates suggestions offered by practicing librarians in public, academic, and school libraries during workshops conducted by the author and from various

discussion lists. The support and input of these librarians—you know who you are—is greatly appreciated and has served to make *CREW: A Weeding Manual for Modern Libraries* an even richer resource for librarians around the world.

Although it has become easier in many ways for staff in small community libraries to obtain continuing education and training through workshops brought to their area by the Texas State Library & Archives Commission and regional systems, more training is available online and through alternative venues. However, new staff and volunteers are continually entering the profession and there is an ongoing need for information on how to effectively weed the collection. Staff and volunteers also must understand why and how materials that have passed their useful life are removed from the collection. They also should be able to articulate that understanding to others in the community who may view discarding of books as tantamount to ‘book burning’ or wasting tax dollars.

CREW: A Weeding Manual for Modern Libraries attempts to describe clearly, practically, and in a step-by-step fashion a now tried-and-true method of carrying out the five processes of ‘reverse selection:’ inventory, collection evaluation, collection maintenance, weeding, and discarding. Keep in mind that no single process will serve the needs of all libraries. *CREW: A Weeding Manual for Modern Libraries* offers guidelines, and attempts to explain the reasons behind the guidelines, but every library should consider the needs of their particular community and adjust the guidelines accordingly. For example, if budgets are quite tight and expected to be tight for many years, it may be necessary to lengthen the age factors a bit in favor of removing only books that are in poor condition. *CREW* continues to caution, however, that lack of funds to replace outdated or worn items is *never* an excuse for not weeding. Any extensive weeding will enhance the value of the collection so librarians are urged to **use professional judgment at all times**. I also welcome questions and feedback about situations that may not appear to be served by *CREW* and your best practices.

Jeanette Larson
Email: larsonlibrary@yahoo.com
Austin, TX

Acknowledgements

Much of *CREW: A Weeding Manual for Modern Libraries* is based on the work of Belinda Boon, a former staff member at the Texas State Library & Archives Commission, but more importantly a colleague and friend.

I also wish to extend my sincerest thanks and appreciation to everyone who played a part in the revision process and especially to:

Alice Nixon, South Texas Library System, Corpus Christi, TX

Anne Felix, Grand Prairie Public Library System, Grand Prairie, TX

Diane Harmon, Joliet Public Library, Joliet, IL

Jim Smith, Alabama Public Library Service, Montgomery, AL

John Sandstrom, El Paso Public Library, El Paso, TX

Julie Todaro, Austin Community College, Austin, TX

Laurie Mahaffey, Central Texas Library System, Austin, TX

Lisa McColl, Montgomery County Community College, Blue Bell, PA

Mary Stanton, Houston Public Library, Houston, TX

Michele Gorman, Public Library of Charlotte & Mecklenburg County, NC

Before We Start the Process

Library work is an intricate mix of programs, services, and materials. It is important to recognize that weeding is but one part of the collection development process, which in turn is a part of the totality of work that we do to make the library an important part of the community. The library's collection is the most tangible part of any library's service.

The basis of the library's collection, as well as how it is developed and maintained, rests within its mission and the service priorities it has established through a formal or informal planning process. Many libraries use the Public Library Association's (PLA) planning process and, at least to some extent, subscribe to that process's concept of 'service responses.' Although the names of the service responses advanced by PLA were revised in 2007, the concepts behind those labels remain very similar to the older ones that may be more familiar to library staff. Whether the library describes one of its primary service responses as 'Get Facts Fast,' the new label, or the older 'General Information,' the materials in the collection will need to support the services and needs that go into the service priority. A library that strives to provide current reading resources and general information must have a collection that is up-to-date and easy to use.

Good library management principles begin with a planning process and an analysis of the needs of the community being served by the library. Whether you use a process like the Public Library Association's Planning for Results¹ or another planning process, knowing where the library is and where you want it to go is the first step in weeding. Even if you do not have a formal planning process, it is likely that you have some idea of what the community wants from the library and know what you need to do to accomplish that mission. As you make decisions about the budget, look for additional sources of funds (such as grants and gifts), and select material to add to the collection, you must also keep in mind what is already in the collection and, perhaps of equal or greater importance, what needs to be culled from the collection. As good library managers, we have a responsibility to maintain a collection that is free from outdated, obsolete, shabby, or no longer useful items. It's a little like Newton's Third Law of Motion: For every action, there is an equal and opposite reaction. For every item we put on the library shelves, we should at least be considering whether there are items that need to be removed.

Many of us work in libraries because we love books and information. We may need to overcome our own sentiments that hold us back from weeding. "In too many libraries, collection development is actually based on the book as an object. Public libraries should not be in the business of accumulating physical objects. The purpose should be to provide the content that is needed and used by the public."² Even if we

¹ *The New Planning for Results*,
http://www.elearnlibraries.com/courses/the_new_planning_for_results/index.html

² "Commentary on weeding". Library Administrator's Digest. Feb 1999. FindArticles.com. 13 May. 2008. http://findarticles.com/p/articles/mi_qa3858/is_199902/ai_n8843523

understand that it is the information contained within the book that is important, we may have to address concerns and excuses presented by others who insist that we hold on to every item in the collection.

However, if you look at the place of the collection within the library's mission and how a poorly maintained collection negatively impacts the ability to meet that mission, it should become clear that weeding is an important part of the process. Although they should be broadened to include all types of materials, keep in mind Ranganathan's Five Laws of Library Science³:

1. Books are for use.
2. Every reader his book.
3. Every book its reader.
4. Save the time of the reader.
5. A library is a growing organism.

The Cycle of Service: Where CREW Fits In

Collection development is clearly an important part of library service. It can be easy, however, to view only one or two parts of the process, focusing only on getting materials into the collection or getting them into the hands of our patrons.

The diagram below represents the flow of both direct and indirect library services; it is circular because each process leads to the next and involves ongoing routines, procedures, and practices that continuously add to, remove from, evaluate, and adjust the collection to fit the current and future needs of the library's users and potential users.

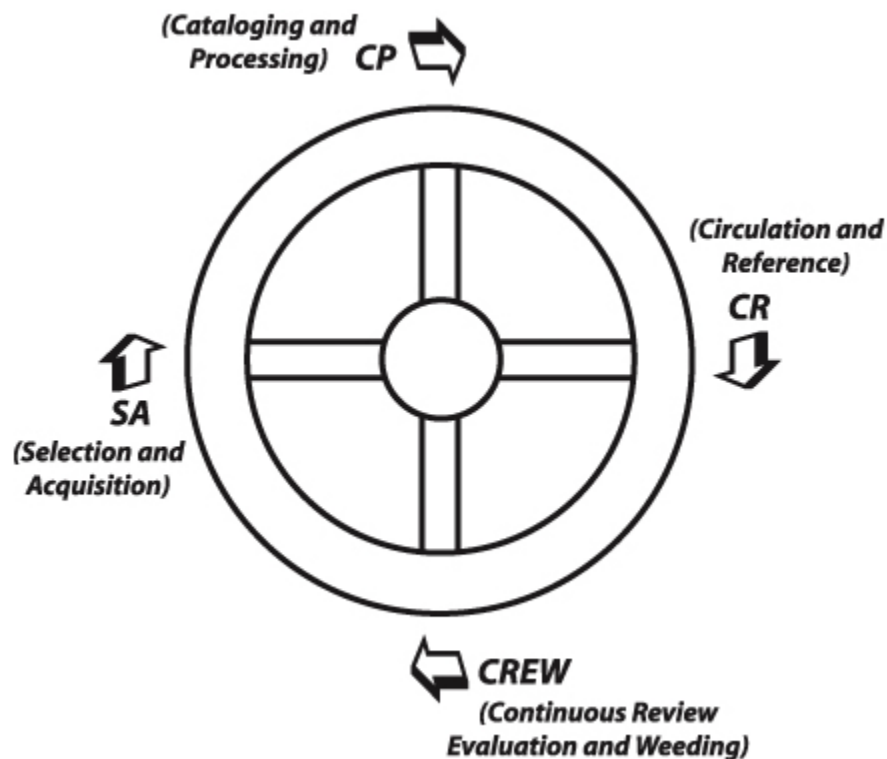
SA is the **S**election (usually through reading reviews, perusing catalogs, and considering patron requests) and the **A**cquisition (ordering and paying for) of the library's materials.

CP is the **C**ataloging (including classification) and **P**rocessing (property stamping, bar coding, entering into the online catalog, etc.) of the same materials.

CR is the **C**irculation and **R**eference step, in which the prepared materials are out on the shelves being used both in-house and through borrowing by patrons and the reference staff.

The method called CREW (**C**ontinuous **R**evue, **E**valuation, and **W**eeding) integrates all the processes into one smooth, streamlined, and ongoing routine that assures that *all the necessary indirect services* are accomplished in an effective way. This method makes it easier to routinely remove outdated and unused materials from the collection while also learning where the collection has gaps or needs new items.

³ Ranganathan, Shiyali Ramamrita. *The Five Laws of Library Science*, Asia Pub. House, 1963.



Immediately after entering Circulation and Reference (CR) use, the library materials enter the CREW processes of inventory and maintenance. Every item has a useful life cycle. Often a new item will be very popular at first, circulating frequently in a short period of time. Then the item may sit on the shelf, going out only occasionally. Eventually, in many cases, the item becomes worn, the information becomes outdated or is superseded by new information, or the topic or the treatment of the topic simply is no longer of interest to many users. When, through evaluation and the intentional process of weeding, the librarian discovers that the material's useful life is over, the item is retired by removal from the collection. Meanwhile, CREW is generating information on the current strengths, weaknesses, gaps, and saturation points of the collection that the librarian can use for another round of Selection and Acquisition (SA).

At each step, the library professional uses special knowledge of library science and library materials, as well as information about the particular community being served, to meet the needs and demands of the library's users and potential users. CREW is a vital part of good library service. A library that does not evaluate, weed, or discard is like a cart wheel with a fourth of its rim missing (see illustration above). Is your library having a rough ride on such a broken wheel? CREW to get back on track!

Why Weed? Why CREW?

Why are these CREW functions so vital for a dynamic, useful community library? Don't many community libraries do just fine without weeding? Isn't CREW simply a fancy name for throwing away books and impeding a library's growth? Aren't we censoring when we throw out books that someone might want to read? What if we make a mistake?

If you are asking these questions, you are not the first librarian to do so. CREW addresses these concerns and others but let us focus first on the benefits that are derived when you have a well-weeded collection.

The Six Benefits of Weeding

There are six major benefits of weeding the collection.

1. **YOU SAVE SPACE.** Shelf space costs money in a variety of ways, not the least of which is the actual cost to buy additional shelving to house more and more materials. A well-maintained collection saves the cost of dusting books that no one is using and of shifting materials to make room for more items. Patrons lose patience trying to find items that are crammed onto overcrowded shelves. The library staff will not need to fill the bottom shelves or pile books on top of the stacks, and the library will be more attractive and easier to use. Good practice says that shelves should never be more than 85% full (and 75% is even better). In addition, retaining unused material takes up shelf space that could be used to display recent items. The online catalog uses database space that may precipitate the need for more computer memory. Not having to add more shelving ranges may even allow the library to provide, or retain, space for tables and chairs for in-house study or for additional computers. Weeding allows you to maintain the open, friendly appearance that is the hallmark of a good community library.
2. **YOU SAVE THE TIME** of patrons, staff, and best of all, yourself. Shelves crowded with ragged books with illegible markings cost time. Patrons looking for a particular book have to sort through items that are clearly not of use or that they don't want to touch. Staff trying to shelve returned items has to shift and reshelve books to make space. The librarian trying to use the collection for reference or reader's advisory services must peruse outdated items to find the correct, current information. An excess of citations from the online catalog that lead to outdated or unusable materials slows searching and frustrates users. Library housekeeping, from dusting to shifting sections, is impeded and made more backbreaking by an overload of useless books and other materials.
3. **YOU MAKE THE COLLECTION MORE APPEALING** by replacing ragged, smudged books and unattractive rebinds with attractive new books. Even perennial favorites and classics benefit from being replaced by clean copies with updated covers. Circulation can be increased by simply making the shelves look more attractive and user-friendly, even if there are actually fewer

books. It is better to have fresh air and empty space on the shelves than to have musty old books that discourage investigation. Many libraries report that patrons assumed they had purchased a lot of new books when all that was done was to weed vigorously.

4. **YOU WILL ENHANCE YOUR LIBRARY'S REPUTATION** for reliability and currency and build public trust. Patrons expect that library materials are selected by experts and that the information is up-to-date and reliable. For many users, especially younger people, the mere fact that a book is in the library lends authority to it. A section of astronomy books that include many pre-Hubble space exploration books or books that include Pluto as a planet create a credibility gap of astronomical dimensions! Nothing will discourage a student as much as writing a paper based on research performed with library materials that provided obsolete or erroneous information. The public counts on the library providing accurate information. Patrons quickly decide that the library has 'nothing' of value if they sort through a lot of outdated material.
5. **YOU WILL KEEP UP WITH COLLECTION NEEDS** because the CREW method provides a **CONTINUOUS CHECK** on the need for mending or binding, alerts the library staff to lost or stolen books in need of replacement, and guarantees a more accurate volume count. This process also allows for both on-going weeding, where shabby items, superseded items, or unused items can be removed almost without effort, and scheduled weeding where you look at specific areas of the collection on a regular basis. Library staff that weed continuously have greater knowledge of the collection.
6. **YOU HAVE CONSTANT FEEDBACK ON THE COLLECTION'S STRENGTHS AND WEAKNESSES.** This information can be helpful when soliciting donations and making decisions about purchases. For example, knowing that the business books are out-of-date, the librarian can approach an organized group or an individual and request specific assistance in building an area of special interest and usefulness to them. CREW keeps the present shape of the collection clearly in mind and helps in planning future directions for it. CREW helps the librarian see the cohesion of every task performed in the library and the purpose of every task in relation to the patrons and the collection.

These advantages of weeding, and in particular of using CREW, point out the truth of the old adage: Less is more!

How Much Do I Weed and When?

The CREW method calls for systematic and continuous weeding of the collection, but what do these terms mean? Staff may think that it is not possible to weed a little bit every day, but in fact with a little practice, that is exactly what we can do. If staff and volunteers are trained to look for shabby and outdated items, these materials can be pulled for review by the appropriate person on a weekly basis. Reports can be generated from the online catalog on a quarterly basis to identify items that are 'shelf

sitters' and haven't circulated within a reasonable period of time. Volunteers can do a lot even if they only spend an hour a week looking for these items, as well as identifying duplicates that may no longer be needed. Monthly targets should be established for looking at specific areas of the collection and *intentionally* weeding a small area.

It's not enough to weed every couple of years or only when space is getting tight. A vital, viable library collection is reviewed on an on-going basis. *Texas Public Library Standards* ⁴ includes goals for collection age and frequency of weeding the entire collection. Regardless of size, the entire collection should be reviewed and weeded if necessary, at least once every five years.

But how much is enough? Can we weed too much? That is a question that has to be answered locally. In general, you should weed about the same amount as you are adding to the collection unless you are in a developing mode, such as when a library first opens or has expanded. Your available shelf space establishes the upper parameter of the collection size and every item in the collection should be useful to the community being served. Once the collection has matured, it will remain fairly stable until something changes—such as adding on to the building.

A rule of thumb held by many library professionals is that about 5% of the collection be weeded every year.⁵ This allows for turnover of the collection every twenty years. While this doesn't literally mean that no book that exists in the collection in the year 2000 will still be there in 2020, even classic literature and perennially useful materials will generally become worn and tattered after twenty years of use and need to be replaced with a fresh copy. More important than raw numbers, however, is the librarian's commitment to making weeding part of the regular duties and responsibilities that are addressed every week.

Before You Weed

Materials selection and deselection are similar activities. First, they are both necessary parts in an effective collection development program; and second, both require the same type of decision-making criteria. The same factors that lead to the decision to add an item can also lead to a decision to remove that item sometime later.

Before implementing any kind of weeding plan, carefully evaluate the library's collection development policy and goals for the collection. If you don't have a collection development policy or it is outdated and has not been reviewed in recent memory, now is the time to rectify that situation. Goals are based on the roles that the library plays in the community and the service responses or priorities that have been selected for the library. Although the mission of the library may remain constant over a long period, the goals may change from time to time. The mission, goals, and

⁴ Texas Library Association. *Texas Public Library Standards*, 2004.
<http://www.tsl.state.tx.us/plstandards/>

⁵ Slote, Stanley J. *Weeding Library Collections*. Libraries Unlimited, 1997. p. 14.

selection policy help to determine the weeding policy. With these factors in mind, a collection-centered evaluation will give a better idea of what the collection consists of and identify specific classes of materials that offer likely candidates for weeding.

The collection development policy (also sometimes called the materials selection policy) should provide criteria to follow for depth, coverage, and selection of the overall collection. The scope of the policy should be broad enough to include all of the materials in the collection and may include subsections, such as reference, nonprint, juvenile, large print, and adult. The policy should specify how gifts will be handled and indicate when and how to retire outdated materials. It should also list appropriate means of disposal. When developing or revising a collection development policy, keep in mind that the individual needs of the library and its users must be considered in making all policy decisions. While it is appropriate to review collection development policies developed for other libraries, it is not acceptable to simply adopt another library's policy as your own. A quick Internet search will provide many examples and books, including *The Public Library Policy Writer: a Guidebook with Model Policies on CD-ROM* by Jeanette Larson and Herman L. Totten, offer assistance in the development of a collection development policy.

Criteria for Weeding

Several factors must be considered during the weeding process. These factors include:

- The library's selected service responses and resultant goals
- The needs and demands of the library's community of users
- The availability of more suitable material
- The ability of the budget to provide funds to purchase more satisfactory items
- The relationship of a particular item to others on that subject
- Cooperative agreements with other libraries and the ability for patrons to use other libraries in the area
- The degree to which the library serves as an archive or local history center
- The possible future usefulness of a particular item
- The availability of more current information on the Internet
- The ability of the library to borrow the item through interlibrary loan

During the weeding process, you may also wish to check the library's holdings against any centralized databases (union catalogs) to which the library belongs. It may be easier to weed titles that are not circulating if they can be easily obtained from another library through interlibrary loan. Also, consult standard bibliographic aids when evaluating the quality of a particular item if you are uncertain about its value to your collection. See the Bibliography for a list of standard collection aids, as well as subject specific guides that may help you make decisions.

What to Weed: General Guidelines

More detail will be offered about weeding specific areas of the collection, types of materials, and Dewey areas later in this manual, but some general guidelines pertain to the entire collection. Some criteria are objective, but most include some degree of subjectivity that will require the professional knowledge of the librarian in making the final decision about a particular item. Keep in mind that these criteria can be used as a ‘rule of thumb,’ but for some criteria, recent use may be an important factor in deciding to retain an item that you might otherwise remove from the collection. If the item is outdated or contains erroneous information, weed the item and replace it with a newer title on the same subject.

For all items, consider the following problem categories and related issues:

Poor Content:

- **Outdated and obsolete information** (especially on subjects that change quickly or require absolute currency, such as computers, law, science, space, health and medicine, technology, travel)
- **Trivial subject matter**, including topics that are no longer of interest or that were dealt with superficially due to their popularity at a specific point in time, as well as titles related to outdated popular culture
- **Mediocre writing style**, especially material that was written quickly to meet popular interest that has passed
- **Inaccurate or false information**, including outdated information and sources that have been superseded by new titles or editions
- **Unused sets of books** (although you may keep specific volumes if they meet local needs and are used)
- **Repetitious series**, especially series that are no longer popular or that were published to meet a popular demand that no longer exists
- **Superseded editions** (in general, it is unnecessary to keep more than one previous edition, discarding as new editions are added)
- **Resources that are not on standard lists** or that were never reviewed in standard review sources
- **Material that contains biased, racist, or sexist terminology or views**
- **Unneeded duplicates**, especially if they are worn or tattered
- **Self-published or small press materials that are not circulating**, especially if they were added as gifts

Materials/Books of Poor Appearance:

- **Worn out, ragged items**
- **Poorly bound or poorly printed editions**
- **Rebound editions that are worn** and shabby or have torn pages

- **Items that are dirty**, shabby, warped, bug infested, or otherwise marked up, mutilated, or ‘edited’ by patrons
- **Books with very small print or poor quality pictures**
- **Scratched CDs or DVDs**, brittle film or magnetic tape (in the case of video and audiocassettes)
- **Media that is beaten up** from wear or has broken or missing parts
- **Books with yellowed, brittle, torn, taped, or missing pages**
- **Books with dust jackets or cover art that is dated**, especially on children’s and young adult books

Unused Materials:

- **Items that have not circulated within the past 3-5 years** and not actually used for reference or in-house research
- **Duplicate copies** that are no longer needed, regardless of condition
- **Periodicals that are not indexed**
- **Periodicals that are available** in full-text databases
- **Unused volumes** in sets or series
- **Unneeded titles** in subject areas that are less frequently used
- **Materials on the ‘hot topics’ that were popular more than five years ago**
- **More books than are needed** on any single subject
- **Formats that are no longer popular** in your community, especially if the technology needed to use the format is no longer owned by people in the community
- **Material that is no longer important** to the collection because of changes in local demographics, school curricula, or other factors

Checklist of Weeding Factors

For all materials, consider:

- **Date**—when was the item published? When was it added to the collection?
- **Author**—is the author still read or likely to be read in the future? Is the book a lesser work?
- **Publisher**—was the book self-published or published by an ‘instant’ press that may not have taken care in editing and printing?
- **Physical condition**—are there any factors that make the item unattractive?
- **Additional copies**—are more copies available that may be in better condition?
- **Other books on the same subject in the collection**—if this book is discarded, what else is available?

- **Expense of replacement**—can the item be replaced? Was this an expensive item that might benefit from rebinding or refurbishing rather than replacement?
- **Shelf-time**—how long has the item sat on the shelf without circulating?
- **Relevance of the subject to the community**—is the material of interest to anyone in the community?

For juvenile and young adult materials, also consider:

- **Format**—paperbacks are preferred by many young adults; board books get a lot of wear in tiny hands.
- **Reading level**—is the level too high or too easy for young patrons who would be interested in the item?
- **Current interest in the subject matter**—are young people interested in the subject? Is the treatment of the subject engaging?
- **Visual appeal**—are the illustrations in color? Are photographs clear? Is the layout of the book open (white space) and inviting?
- **Jacket art (contemporary vs. outmoded)**—does the book look like something your great-grandmother read?
- **Use in school curricula**—are books available for the grade level where the subject is studied? Are teachers assigning specific titles?

For periodicals, consider:

- **Current use**—few periodicals are used five years after the publication date
- **Interest in circulating older issues**—does the library permit older issues to be borrowed? Does the community want to borrow older issues?
- **Indexing available**—is the periodical included in standard indexes?
- **Full-text availability in online databases**—will patrons find the articles needed for research in the library's online databases?
- **Space available**—does the library have space to store older issues that are not used on a regular basis?

Retain local history except when the item is shabby and beyond repair. Retain writings by local authors during their lifetime and materials with local settings unless they have not circulated within the previous five years (or if a major milestone celebration is coming up that would allow for these items to be put in the spotlight).

Sets and series often have one or two volumes of special merit or that are regularly used even when other volumes are not. Retain these volumes even though the rest of the set is discarded. Some older reference volumes, such as quotation books, should be kept unless they are in poor condition, because later editions augment rather than supersede prior editions.

It is a good idea to include in the selection policy a list of items that should not be weeded without careful consideration and deliberation (e.g., genealogy, local authors,

Caldecott and Newbery Book Award prize winners, etc.). Except in very special situations, usually related more to public relations than to collection development, there are very few books or other items that should be retained if not used by library patrons.

If you can't bear to let go of a beautiful book that is in good condition, consider whether it is classified properly. Browsers might be missing an item because it is in the wrong Dewey area. Perhaps the subject headings are not correct so it is not being found during catalog searches. It is perfectly acceptable to recatalog a book to make it more accessible to patrons.

Remember that **guidelines are not intended to act as a substitute for professional judgment calls and common sense**. For example, a sixty-year-old National Book Award Prize winner that has not circulated in more than ten years is simply taking up valuable space and should be discarded even though the library policy may encourage the retention of books that have won awards. (It will be available through ILL if someone wants it, or it will be released in a new paperback edition if Oprah or some other book club discovers it or it is made into a movie.)

Beginning the Process

It is by far easier to add materials to the collection than to withdraw them. Every librarian can imagine a potential use for the items selected for inclusion; otherwise we wouldn't buy them. Because we can imagine users, even potential ones, it can be difficult to discard an item that is outdated or hasn't been used in recent memory.

Even though they may recognize the necessity for weeding, many librarians are uneasy about actually doing it because the weeding process seems unstructured, subjective, and even a little arbitrary—all factors which cause them to procrastinate indefinitely or to weed sporadically or indecisively. It is, of course, also difficult to find time to do everything we need to do in a day; therefore, it is easy to put off weeding while we focus on adding materials to the collection, sorting through gifts, or helping patrons find materials. To help structure the weeding process, and to help librarians and library staff feel more confident doing it, the process can be broken down into manageable steps.

The actual methodology of CREW is intentionally simple. The original procedures established in the first edition have been streamlined through field tests and careful discussions of actual situations in real community libraries. Top priority in a community library is appropriately focused on direct service with a human touch. To cut the time and effort required for indirect services, such as weeding, the CREW method has been streamlined into ten steps, in four time groups, with allowance for stopping this work to attend to patrons and administrative tasks. As you will see, the first step need only be done once, at the beginning of the process (although all library policies are subject to revision when necessary); the other nine steps form an ongoing process that may be continued forever.

Weeding Responsibility

One frequently asked question is: Should weeding be done only by the head librarian, or may it properly be delegated to other staff? A good rule of thumb is if staff is not taking part in selection of materials - then they should not make a final weeding decision. The primary responsibility in any library must be the purview of staff members who can consider the collection and the library needs from both a broad and long-range perspective. These staff members have developed expertise through many regularly scheduled hours working with and thinking about the collection; they are committed to the principles of library management in accordance with the collection development policy and goals of the library. Rules can be used to help cull materials for consideration, but effective weeding requires using good professional judgment. For example, the rule may state that all children's picture books that have not circulated at least once in the past year will be considered for weeding. However, the children's librarian must still evaluate those books to ensure that materials used for storytimes or in-house programs are not unintentionally withdrawn from the collection.

The librarian should never delegate the weeding *evaluation* function to a volunteer, although volunteers may certainly pull worn and damaged books to be considered for

weeding. It may also be helpful to develop guidelines for volunteers and support staff to follow while shelving so they may pull potential weeds from the shelving cart. In addition to checking publication and circulation dates, volunteers and clerical staff may also pull from the stacks (1) any book with a copy number greater than two, if more than two copies are on the shelf; (2) any book superseded by more than one later edition—again, only if the later editions are on the shelf; and (3) any books in ragged or poor condition that may be candidates for mending, binding, or withdrawal. Several librarians have, in fact, suggested that volunteers and aides can help by pulling books based on a technical processing factor that provides a date for the book. For example, if the library switched from using Cutter numbers⁶ to using the first three letters of the author's name on spine labels in 1999, you can ask a volunteer or aide to pull all books that still have Cutter numbers on the spine label. The type of barcode used or the shape of the barcode may also indicate books that were in the collection as of a specific year. The items will still need to be reviewed by the librarian before a final decision is made, but quickly identifying books that are ten years old is a big help.

The librarian may also wish to recruit the talents of local experts for particular subject areas (e.g., high school English teachers or college instructors can evaluate the literature section, while area math and science teachers can assess the value of items in those parts of the collection) or languages (e.g., a Spanish-language instructor can help you assess the quality of translations or the relevancy of the Spanish to your community's readers). Be sure to orient these local experts about the library's mission before they start. Small and medium-sized public libraries are *not* research libraries that need to retain material for historical research.

Team weeding, where several librarians from one area join forces to cull each other's collections, is also an effective method of separating the wheat from the chaff in library holdings. Similar to the old-fashioned barn raising, this can be an invigorating and quick way to weed where many hands (and minds) make the work go faster. In each case, the final weeding decision is left to the professional judgment of the resident librarian.

⁶ A Cutter number is an alphanumeric method for representing the author's name by using one or more letters from the last name followed by one or more numerals that also represent part of the author's name. This combination of letters and numbers follows the Dewey Decimal classification number to achieve alpha-numeric organization of materials. The numbers come from a table developed by Charles Cutter. Because of the extra step needed in processing, many public libraries have dropped this system in favor of simply using the first three letters of the author's last name.

CREW in Ten Steps

Step One

Make weeding a part of policy. Policies define actions and decisions. They also help staff deal with issues that will arise during the course of doing business. Policies are best discussed and set in place before problems occur. A weeding policy should be part of the standard policies for every public library. All policies should be approved by the library's board (whether it is a governing board or advisory board) and by the library's governing authority (if that authority is not a governing board). The approval of a written weeding and discarding policy is a powerful and necessary defense against possible controversy. If a selection policy (a highly recommended item) already exists, the weeding policy could form an amendment or appendix to it or it may be written as a separate policy statement. Policy development also allows for discussion of issues related to weeding library materials.

Check for legal regulations that may impact how discarded materials are handled. Some town charters or city codes contain rules about disposal of public property, including library materials. If a selection policy does not already exist, take the time to develop one and have it approved by the library board, city council, or other governing body. See Bibliography – Further Readings for books on issues related to the development of these policies, and many examples are also available online. While a policy from another library may serve as a model or template for your library's policy, you must still carefully consider the issues and develop a policy to meet your library's needs and fit your community.

As part of the materials selection policy, a gift policy should be established that allows the library director to accept, decline, and dispose of gift books and other items according to the collection development needs of the library. In addition to helping the library make decisions about which donated items to add to the collection, a good gift policy stipulates that items received as gifts are subject to the same decisions as items purchased with library funds. This avoids hard feelings when a donated book is later weeded.

Library staff is not usually qualified to appraise items and should not set values for tax purposes. A sentence stating that the library will not make any attempt to appraise values of donated materials for tax purposes may also be included in the gift policy. For guidance, refer patrons to the Internal Revenue Service (IRS) Publication 561, *Determining the Value of Donated Property*, <http://www.irs.ustreas.gov/pub/irs-pdf/p561.pdf> and also the online guide from the ACRL Rare Books and Manuscripts Section of the American Library Association, *Your Old Books*, <http://www.rbms.info/yob.shtml> which lists resources for the evaluation and appraisal of books, questions and answers on what makes a book rare, and suggested organizations that welcome book donations.

The Fair Market Value (FMV) of an item may be taken as a tax deduction, but it is up to the donor to establish that value. An old book is not necessarily a valuable book, and if it were a valuable, rare book, it probably doesn't belong in the library

collection. IRS rules now also stipulate that household goods must be ‘in good used condition or better’ in order to take a deduction. Therefore, some libraries now decline to accept, or at least to give a receipt for, old moldy books that will most likely be immediately discarded.

Following are sample statements that can be added to the library's selection policy regarding acceptance of gift books and weeding:

WEEDING: Materials that no longer meet the stated objectives of the library (including items that have become damaged or obsolete) will be systematically withdrawn according to the accepted professional practices described in the publication, *CREW: A Weeding Manual for Modern Libraries*. Disposal of withdrawn library materials will be at the discretion of the library director, subject to all relevant provisions of the Charter of the Town of _____ and the statutes of the State of Texas.

DONATIONS: The _____ Library is pleased to accept gifts and/or memorial gifts from patrons. Gifts are gratefully and willingly accepted as long as no restriction is placed upon their use and disposition. Acceptance of gifts (of books and other library materials) will be determined by the library director on the basis of their suitability to the library's purposes and needs in accordance with the library's stated materials selection policy. Use of all gift materials will be determined by the library director or a designated agent. The library has the right to discard any gifts that are in poor physical condition (e.g. brittle paper, water or mildew damage, torn and/or missing pages). Values will not be placed on donated items for income tax purposes but receipts will be provided for items in good or better condition.

Step Two

Gather usage statistics of your library's collection. Reports allow you to analyze and document areas of greatest usage and most need. This can be very helpful when setting budgets or looking for grant funds. If you know that the books on health and fitness circulate an average of four times per year, you know that you will need to update and replace titles more frequently than you will for another area with materials that only circulate an average of once a year.

Your circulation statistics should break down borrowing usage by classification of topic areas as well as by types and levels of materials. For example, you should be able to run a report that tells you which juvenile fiction books have not circulated in the past year. Many circulation systems also allow you to limit your query to only books that have been added to the collection prior to a certain date so that you don't generate a list of new books that have not had time to circulate. If you are not sure what reports are available from your integrated library system (ILS), check with the vendor. You may be surprised at the depth and breadth of information that is readily available to you.

Statistics on reference collection use and data on types of questions being asked in your community should also be kept on an ongoing basis or gathered through regular sampling. It is also good practice to regularly sample in-house use of materials to gather data on items that may never be checked out, although they are used in the library.

Step Three

Build weeding into the year's work calendar. Set priorities and schedule the time when you will weed the collection. Those specific areas of the collection that are most in need of weeding or those that will be handled for a specific reason, such as barcoding or relocating, should be weeded first.

In a perfect world, one CREWing of an entire collection would take approximately a year, although the first, most thorough CREWing may well take longer, especially if the collection is older and has not been weeded in years. That does not mean that you physically handle every book in that year, but some thought is given to each area and, at the very least, older, worn books are removed. Some standards, including *Texas Public Library Standards*, 2004, recommend a thorough weeding every three to five years.

Allow plenty of time for the CREWing. If done in a careful manner, weeding can be a slow process requiring thought and judgment. If there is a peak season for one type of book (e.g., the 500's are heavily used just before the school science fair is held), schedule that section well before or well after that time to make the inventory more accurate. While it would be ideal to do the weeding during slack hours and slow seasons when there will be minimal distractions, in reality, few libraries experience these times. The librarian who is waiting for a slow period to weed will be waiting a very long time. Setting aside specific times to weed makes it part of your routine. Scheduling tasks also allows you to use volunteers and aides to help.

Step Four

Gather the following materials on a book truck at the shelves to be analyzed:

- A computer printout of the section being reviewed
- A blank note pad and sticky notes (like Post-It Notes™)
- A pen and/or colored pencils
- A shelf marker
- This manual (or a copy of the *Overview Chart of CREW Formulas* found in Appendix)
- An empty book cart
- Supply of disposal slips (see Appendix)

Ideally, before working on a specific section, shelves should be read to ensure proper item order. You may also want to schedule volunteers to cull shabby books and extra multiple copies. This will make the process easier and more accurate and reduce the urge to reshelve misplaced items or get distracted from weeding.

Step Five

Study the area you will be weeding as a whole. Examine each item in turn, checking for physical condition, last circulation date, copyright date, and appropriateness for your collection. Allow time for breaks to stay alert. Do not do so much at one time that you lose concentration and good judgment. Refer to the CREW Guidelines by Dewey Class in this manual, to learn general subject considerations. Do feel free to alter the formulas to fit your particular needs, using your experience and knowledge of your community. Take the time to record any guideline alterations in the margins of this manual to maintain local consistency.

If you are uncertain about your decision, check the library's holdings, any union catalogs to which the library belongs, and bibliographic aids (see Bibliography). Remember that some subjects are classified in other Dewey areas. If you are undecided about a marginal title, also check the holdings of other branches or nearby libraries. If it is readily available elsewhere, you can feel more secure about your decision to discard it.

Place a Post-it Note™ on those books needing attention or discard (marking the category of handling needed), and reselve the books that are fine 'as is.' If you stop the work temporarily, mark the stopping point with the shelf marker and mark the last entry on the printout. As a double check, you may want to note the call number of the last book on your pad. You may also wish to make notes as you proceed for displays, booklists, or locally prepared indexes (e.g., an index to short story anthologies owned by the library).

Step Six

Inventory the library's holdings. While you are weeding, you may also choose to take inventory. When examining a book for weeding, make a check mark with a colored pencil on the verso of its title page or in any consistent spot unlikely to be noticed and erased by patrons (for example, the upper right hand corner of the title page). Make a corresponding mark on the printout for that book next to the barcode number for that copy or in a column you have added for this purpose (see CREWing with Computers for additional information).

Do not consider books that are not physically on hand, unless you have included loaned items in your print out (in which case the books that are on loan, but not overdue, can be inventoried with other titles in the area on which you are working). If a book is not on loan and is not on the shelf, highlight that item for further searching at a later time. If the item is not checked out and cannot be located within a reasonable period of time, consider it to be lost or stolen and withdraw it from the collection.

In all other cases, mark all books returned after you have weeded an area, or that are located at a later time, that lack the appropriate inventory check on their title page versos and their printout entries prior to placing them back on the open shelf. Any book still unchecked on the printout six months after that area has been inventoried may safely be presumed lost or stolen, unless you know it to be at the bindery or long

overdue and in the process of being retrieved. To ensure an accurate collection count, mark these books 'missing' and delete the entry from the online catalog.

Step Seven

Check the pulled books against any standard indexes and bibliographic resources in the library's reference collection or in databases available to patrons. If you are unsure about discarding a book or replacing it if shabby, this process will alert you to an item that might be used a lot by the reference staff. If paper indexes owned by the library, like *Short Story Index*, will continually be directing patrons and staff to the book you are considering discarding, its inclusion in the index might suggest exemption from the general rules of weeding. If the book is physically worn, then replacement, repair, or a change to non-circulating status may be warranted.

Check online databases to see if the title you are considering for discard is indexed there. Especially for poetry and literary criticism, works that are available online in full-text may make it easier to discard a book. However, keep in mind that even though some databases include full-text entries for poetry, short stories, etc., patrons may still want to borrow print copies of indexed material to browse and use at home. Even if the library subscribes to the electronic version of *Short Story Index* and the retrospective index, which includes full-text for more than 4,000 stories, consider keeping the collections that contain the original text unless the book is in such poor condition that it cannot be saved or is of minimal interest to your community.

Volunteers, interns, and clerical staff can help with this part of the weeding process. If the title is not in the index or bibliographic aid then it can continue through the discard process. If the title is included, then the librarian or a designated staff person would need to make the final decision.

In addition, standard indexes will often include lists of possible new titles to purchase. Often, these lists are available at the website of the index's publisher. For example, H.W. Wilson lists the dozen or so titles selected for inclusion in the January 2008 update of *Short Story Index*.

Step Eight

Disposal Slip	
Book Title or Call Number: _____	
☐ Bindery	☐ Discard
☐ Mend/Preserve	☐ Book Sale
☐ Promote	☐ Replacement/New Edition
☐ Donate to: _____	
☐ Sent To: _____	
☐ Check Database for other locations of this title: _____	
Other locations of this title: _____	
Title to replace this volume: _____	
Authorizing Agent: _____	

Treat the books according to their slips.

1. **Bindery**: Prepare bindery forms for books needing binding and store them for periodic bindery pickup or mailout. We'll discuss binding later, but in general, use this option very sparingly.
2. **Mending**: Do the required mending or put the books aside for a clerk or volunteer to mend. Be conservative about mending. If mending takes more than about 10 minutes, consider replacing the item with a newer copy. Be careful about mending outdated items. While a new Mylar jacket can give new life to a shabby cover, no one wants to read a book that is filled with tape and glue.
3. **Discard**: Process the discards by removing or marking through all labels or stamps identifying the library; removing copy information from the online catalog; and, tearing off book pockets, old circulation cards and barcodes, stamping an appropriate designation such as 'discard,' 'withdrawn' or 'obsolete' on the inside of the front and back covers. Put the discards aside for the booksale, store them for an annual sale or donation to another library, or box them for garbage pickup or the pulp dealer. Remember to remove or cover any barcodes or identifying marks before disposing of any materials to prevent their being returned to the library by misguided but goodhearted souls who, for instance, may have bought them at a garage sale.
4. **Replacement**: Place aside for careful consideration each book needing replacement by a new copy, new edition, or better title on the same subject.
5. **Recycling**: The library should already be a scheduled stop on any recycling pickup program for newspapers, periodicals, and other recyclable materials. If recycling a much larger amount of material than usual, let the service know ahead of time so they can plan for the extra room needed in their pickup vehicle. Use volunteers to process any items that need to have covers removed, plastic coils stripped off, etc., before recycling. Keep in mind that books may not be accepted by local recyclers unless the covers are removed. You may need to arrange for a specialty company to pick them up. Also consider recycling by allowing patrons to scavenge discards that would otherwise be placed in the trash. (See also, What to do with Weeded Books: Types of Disposal.)

Step Nine

Replacement checking and ordering. At the conclusion of your work in a specific area, select and order replacements. Compare the weeded books that were set aside for replacement with titles in recent editions of collection bibliographies and indexes for possible newer titles.

Further, if the library's collection does not contain any recommended titles in a specific area, consider using collection bibliographies to locate appropriate recommended titles, unless there is little demand for that particular subject. Standard collection bibliographies, recommended lists, indexes, databases and further readings are provided at the end of this manual.

It may also be helpful to consult lists of award-winning books such as Pulitzer Prize Books, National Book Awards, Best Books for Young Adults (ALA), Notable Books (ALA), Newbery and Caldecott award winners and honor books, Bluebonnet and Lone Star reading lists (Texas Library Association awards), and Coretta Scott King Award winners, as well as bibliographies in *Library Journal*, *School Library Journal*, and *Booklist*. For children's and young adult books, as well as classics, consult local school and college reading lists. Also consider media attention, such as Oprah's Book Club picks, for titles that may enjoy a resurgence of interest for a period of time.

Check reviews of new books for the last year. Many review sources, such as *Booklist*, can be accessed in full-text through TexShare databases.⁷ *Books in Print* lists replacement or supplementary titles and new editions. Pencil in a star or some other symbol on the flyleaf of each book slated for replacement before reshelving it and mark 'TBR' (To Be Replaced) on the computer printout. This step will alert you to pull the book when the replacement comes in. Prepare the orders for the replacements with the note, 'Repl. (call number)' as another signal to pull the older book when the new copy is received.

Step Ten

Set up displays for low circulating, high quality books that would benefit from exposure. Plan the displays to be colorful and relevant to current community concerns and interests or simply to provide an attractive and enticing display. If the book still does not circulate while on display, consider it as a candidate for trade or donation with another library or for discard due to lack of interest. Try placing displays in unexpected locations, such as near the checkout desk, where patrons might be tempted to take an extra book out or pick up a book for their child.

If done routinely every day, or even every week, this review of the collection will expand your knowledge of the library's holdings, give you a pool of possible reference sources, and prepare you for informed selection of new materials on the basis of actual usage and the real strengths and weaknesses of the collection. You may even want to coordinate selection of new science books to coincide with CREWing of the 500's. In this way, the relationship between the present collection, its use, and future directions will be strong and direct. Selection by subject grouping also makes it easier to evenly allocate purchases for each area of major demand, as opposed to random selection based on casually scanning issues of journals that carry reviews of books and nonprint materials.

⁷ EBSCO Academic Search Complete and MasterFILE Premier – *Booklist* Full-text; 1/1/2002 to present with a 14-day delay.

CREWing Children's Materials

Juvenile collections are as different from adult collections as children are from adults, and require different considerations for selection and deselection. To begin with, children as patrons often require an adult 'go-between' to find what they need for research and pleasure reading. A child browsing through the nonfiction collection may be completely lost unless he or she has been shown, and understands, how to find the materials needed. Children are even less likely than their adult counterparts to note the publication date and double check facts against other sources. They are particularly susceptible to outdated or inaccurate information since they do not always have the knowledge base to distinguish it, assuming that if it's in the library, it must be both true and current. This alone makes it critical to regularly weed outdated material from the collection regardless of how recently it last circulated. Parents often pick up everything on a topic for their child to use at home and children will take a book without considering that the information may be outdated and erroneous.

Inexperienced users of the juvenile collections can be easily misled and adult criteria cannot be applied in all cases. For example, an item may have been on the shelf for well over a year, completely ignored and unused, but if a skilled librarian matches the book to the right child, it becomes both useful and valuable to the collection. This is what makes individual guidance, use in story times, displays, and book talks so important for making materials accessible: they are what cause seemingly 'dead' collections to spring to life. Many books in the children's collection continue to be popular for decades but need to be replaced because of wear and tear.

The basic guidelines of weeding can be applied to both adult and juvenile collections. Naturally, the person who selects the materials should be the person overseeing the culling of the collection and making the final weeding decisions. As in adult collections, a weeding process that strengthens the entire collection, both in appearance and content, requires the judgment of a person who knows children's literature, as well as the audience the collection serves. The review of the collection should be **continuous**, with one full cycle ideally completed annually. In evaluating the collection, standard lists and review sources should be consulted.

General Guidelines

Juvenile Fiction

Be ruthless in weeding juvenile fiction. While many titles are used for class reading assignments, most fiction is leisure reading. Popular interest is the primary criteria for this section. Weed duplicate copies of past bestsellers if interest has waned, beginning by discarding the most worn copies.

Consider discarding older fiction especially when it has not circulated in the past two or three years. Also look for books that contain stereotyping, including stereotypical images and views of people with disabilities and the elderly, or gender and racial biases.

Replace worn editions of classics and award winners only if they are still in demand and can be replaced with attractive new editions. Unless your library serves a school of education or a library school, there may be little or no demand for decades-old award winners. Discard fiction books with drab, coarse, or heavy bindings that have dull covers, especially re-binds that replaced jackets with plain or patterned covers; they will not ‘sell’ to young readers. Purchase library editions sparingly; the bindings may last well beyond interest in the book.

Young Adult Fiction

Paperbacks are often the preferred reading format for teens. This section is almost entirely leisure reading and should be kept as current as possible. Anything older than five years should be kept only if it is circulating well; classics should be replaced with newer hardback or paperback editions.

Picture Books

Picture books receive heavy use and often are discarded due to poor condition, especially smudged or dirty pages. The content should be evaluated on the merit of the stories and illustrations. Given the wide range of possibilities to choose from in today's children's literature market, there is no reason this section should be anything less than the highest quality items, although it may also include lesser quality books of temporary popularity. Books of ephemeral interest, including those that feature trademarked characters and characters from television shows, should be withdrawn as soon as the popularity wanes. Be wary of donated books with weak bindings that do not stand up to constant use and abuse. Board books and books with moveable parts will need to be replaced more frequently, the former because they are chewed on and become soiled, the latter because the flaps, folds, and pop-ups wear out and tear.

Replace worn copies of classics and perennial favorites. Remember that parents and caregivers will visit the library, lists in hand, to find books for their children. If they don't find something after checking five or six titles, they will assume that the library has ‘nothing to offer.’ Purchase multiple copies of very popular books and standard titles. Use resources like the New York Public Library's “100 Picture Books Everyone Should Know,” <http://kids.nypl.org/reading/recommended2.cfm?ListID=61> for guidance.

Nonfiction

This is the area where many collections face the most difficulty. The misguided belief that ‘anything is better than nothing’ has perpetuated the retention of many outdated and inaccurate nonfiction items, often to the detriment of the child. At best, providing a student with information that is no longer current can result in a lower grade on an assignment. Outdated information also provides a warped and inaccurate view of the subject and results in a lowered regard for the expertise of the librarian. Parents, teachers, and children will then question the validity of the collection. It is better to lack enough information on a topic than to have erroneous information. In fact, the

need for more current titles on a particular topic can be a powerful leverage tool to make the case for more funding. Use the same general criteria for each area that is provided in the *CREW Guidelines by Dewey Class*, being especially attentive to weeding material that has not been used in several years or has been superseded by new editions.

Other Considerations

Simplified Classics also known as ‘abridgements,’ should be evaluated carefully. Although some may be useful for reluctant readers or adult beginning readers, they are often hackneyed, drab, and lifeless. Some exceptions include a few retellings of classics, like *Shakespeare's Stories* and Eric Kimmel’s *The Hero Beowulf*, have received high praise and retain the spirit of the original while simplifying the text. If in doubt, check standard review sources, keeping only titles that were positively reviewed. Replace other titles with new hardcover or paperback editions of the full text.

Series Books may be well written and of high quality or be poorly written and without literary merit. Kids read series books for pleasure and, with guidance, often move on to better quality series and single titles. Replace low-quality series with newer editions of series favorites like the Hardy Boys, Nancy Drew, Chet Gecko, the Magic Treehouse and Junie B. Jones.

Be aware of whether the books are a series or if books are sequels or prequels to other titles. Replace missing titles in popular series if titles don’t stand alone. Check resources like Mid-Continent Public Library’s Juvenile Series and Sequels website, <http://www.mcpl.lib.mo.us/readers/series/juv/title.cfm>. Remember also that there can be series in most genres, including beginning readers and nonfiction.

Older Titles with shabby bindings, outdated illustrations, or torn pages should be discarded. Replace award books, such as Newbery or Caldecott, with newer editions if the books are still being read. Discard nondescript titles that were popular fifteen or so years ago in favor of newer titles with updated illustrations addressing contemporary issues.

Older Editions printed on thin paper with fine print or unattractive illustrations should be discarded in favor of newer titles. Old, worn classics should be replaced with new hardback or bright, attractive paperback editions. Be especially careful about keeping older titles for sentimental reasons, “But I loved that book as a child!” If children today are not reading the book, either bring it to their attention through book talks and displays or discard it.

Geography titles more than five years old are misleading and inaccurate and should be pulled. The older the title, the more inaccurate the content will be. Imagine how useless a title published before either of the World Wars

is to a student today working on a research paper topic from the 20th century! Although they may be interesting from an historical point of view, books on countries and states are of no value for contemporary social studies projects.

Science, Medicine, Inventions and other topics that change rapidly should be reviewed and updated every five years. Items more than ten years old should almost always be discarded. As in the adult collection, erroneous information about science, technology or medicine is potentially harmful to the patron who may attempt to follow instructions no longer considered safe.

Textbooks and material written specifically for curriculum purposes in public or private schools should be discarded, unless there is a strong demand from the community and they are updated every few years as the curriculum changes. If there is a substantial homeschooled population in the community and older textbooks are of interest to them, one alternative may be to locate textbooks in a separate section where they will be readily accessible.

Systematic CREWing of the children's collection is a necessary part of public library work, and should be done with a thorough knowledge of the collection and the literature. Children are less likely to grow up as library users and supporters if the collection holds little or nothing of interest to them or is perceived as being full of outdated stuff. When weeding is done in tandem with a strong, well-balanced book selection and purchase policy, the collection will enhance the overall library program and enrich the lives of the children and young adults it serves.

Two ideas for small libraries to keep in mind when judging the effectiveness of a juvenile collection are the 'boutique' theory and the 'bubble up' theory. A superstore-like atmosphere that offers 'everything under the sun' may be too overwhelming for young readers, especially if they have to cull through a lot of uninteresting material to find the 'good stuff.' A smaller, boutique-like selection of quality books will serve them better.

Multiple copies of high quality, popular books are more worthwhile than having single copies of many books that are not being used. It is also better to have several copies of a book like Maurice Sendak's *Where the Wild Things Are*, which is perennially popular, than to have single copies of books on monsters that no one is reading. Additionally, superior literature, like the proverbial cream, will 'bubble up' to the top, appearing on recommended book lists, award lists and the like. Libraries with limited collection development funds may prefer to wait for annual best books lists to choose blue-ribbon titles for their juvenile collections.

CREWing The Reference Collection

In most libraries, reference service is one of the most visible expressions of the library's mission and is key to many of the roles or service priorities selected during long range planning processes. In spite of the pervasiveness of the Internet, reference service remains vital in many libraries. Patrons find that they are frustrated by the amount of material returned in an Internet search and are often unable to determine the veracity of the information. Therefore, they turn to the public library reference staff and the collection. The community being served and the parameters of the reference service offered help to define the breadth and depth of the reference collection.

Reference collections have changed dramatically in the past decade because of the prevalence of online resources. Many reference titles that were standard in the past are no longer available in print formats or are supplemented by an online subscription that comes with the print version. Many libraries find that their reference collection is shrinking rapidly; however, a good ready-reference collection continues to be a vital component of good service. Still, "the paradox of the print reference collection is that it must be close at hand and yet openly available to users."⁸ Without intervention by the librarian, many patrons don't know about the resources available.

The reference collection is an area of the collection where observation of patron use and cooperative collection development between libraries plays a role in your weeding decisions. Having ready access to reliable resources is more important than having a lot of electronic resources available that take time to access. Indeed, older titles, especially some that may be described as 'eccentric,' may be of more value than newer titles, the Internet, or electronic databases.⁹ Therefore, it is vital that the reference collection be viable and useful, with outdated, inaccurate resources culled to make it easier to find useful information. This will require annual or even semi-annual evaluation of the collection.

The two basic tenets of CREWing reference collections continue to hold today: the automatic deselection of older editions that have been superseded and periodic evaluation by the librarian. Following your evaluation of how the reference tools are being used, you may determine that some items should be replaced more frequently than others or that you will retain specific types of tools longer than others. For example, if you have access to an online database that includes a good almanac, you may not need to replace the paper copy every year. Even though reliable dictionaries are now available online, you may want to purchase a new hardcover dictionary every three or four years to ensure that new words are included, transferring the older edition to the circulating collection if appropriate. Some of these items that should be updated yearly, or as new editions become available, are most useful for ready

⁸ Lampasone, Lauren. "A Time to Weed." *Library Journal*, May 1, 2008, p. 100.

⁹ Wickens, Andy. "The Need to Weed," *American Libraries*, November 2005, p. 41.

reference services. If in doubt, consult resources like *Recommended Reference Books for Small and Medium-Sized Libraries and Media Centers* by Shannon Graff Hysell.

It is recommended that the library have a written collection development policy for the reference collection that outlines standards for selection and depth of coverage. Be sure to include information about foreign language reference materials, as more language dictionaries and other resources are being published each year. The policy should include criteria for the removal of outdated reference sources, which may involve keeping an older edition for a specific length of time, transferring the material to the circulating collection, putting it in storage, or discarding the item. This policy should also include information about exceptions to the general guidelines. For example, local history items may be retained forever regardless of condition or recent use. Many reference titles are more expensive than other books; a good policy helps the library avoid criticism for discarding expensive items.

Library reference collections now include websites linked from the library's home page, such as directories, government resources, and other popular ready-reference tools. While there is no 'cost' for acquiring these reference tools, be sure to check them regularly and weed out the ones that no longer work or are of limited value to patrons. Check the annual Reference Supplement to *Library Journal*, issued each Fall. This Supplement includes "Subject Listings,"¹⁰ a round-up of recent and forthcoming titles in various formats that might serve patrons better. Also, each spring, *Booklist* provides updated information on current, recommended world atlases and dictionaries. Within each issue is the Reference Books Bulletin section that provides reviews of new reference resources.

Types of Resources

Regardless of the resources that are available electronically or via the Internet, some categories of reference resources remain important to most collections.

Encyclopedias

General comprehensive encyclopedias are quickly being replaced by online subscriptions and free encyclopedias like *Wikipedia*. Especially in smaller libraries, a set of print encyclopedias will allow multiple users to access information when all computers are in use. Generally retain at least one print encyclopedia, replacing it every five years. Texas public libraries have access to *Encyclopedia Britannica* through TexShare K-12 databases.

Subject encyclopedias, like *The Encyclopedia of Holidays and Celebrations: A Country-by-Country Guide*, should be updated when new editions become available or replaced by a similar resource every ten years.

¹⁰ "Subject Listings." In Reference 2008 Supplement to *Library Journal* v.132 no. 19 (November 15, 2007) pp. 13-58.

Almanacs

Almanacs are by definition published annually and generally include information arranged in tabular format or in subject fields arranged chronologically. While it is tempting to think that the Internet might have replaced print almanacs, that is not happening, and almanacs remain a staple on the ready reference shelf. Although almanacs may contain historical information, timeliness is critical and they are rarely useful after two years. Specialization and ease of use are key factors for these ready reference tools. Generally, almanacs should be updated annually, with older editions transferred to the circulating collection and then discarded the next year.

Regional almanacs may be retained for historic research, depending on the needs of the community. With few exceptions, there is no reason to retain outdated copies of almanacs, including books like *Chase's Calendar of Events*. Exceptions to this include older editions of the *Texas Almanac*, which may be retained indefinitely since each contains unique features that are not found in succeeding volumes, and specialized almanacs like *The Old Farmer's Almanac*, if local interest warrants and they are used regularly. For example, the 1994 edition of *The Texas Almanac* includes a list of major motion pictures filmed around the state since 1970 and the 2008-2009 edition includes a history of minor league baseball in Texas. Be sure, however, that the spine label includes the year as part of the call number so that the date is obvious to users. Even this exception may not be valid as more information is being put on the Internet. Many of the history features are now provided on the Texas Almanac online at <http://www.texasalmanac.com>. If the print editions are not being used regularly, discard them or move them to the Texana or local history collection.

Dictionaries

Unabridged dictionaries and general desk dictionaries should be updated regularly. Check to see if new words, usually mentioned in news articles each year, are included. For example, some of the new words included in the *Shorter Oxford English Dictionary, Sixth Edition* released in 2007, include 'carbon-neutral,' 'splitsville' and 'goody bag'.

Specialized dictionaries, such as those for abbreviations, slang, and acronyms, should be updated regularly. Older editions may be retained and added to the circulating collection, but watch to ensure that they are not sitting on the shelf unused. In general, biographical dictionaries can be retained until superseded by a newer edition. If the publisher stops publishing the print version of the dictionary, then find a more current resource. Biographical dictionaries that focus on a specific period of time can be retained indefinitely. For example, *Shapers of the Great Debate at the Constitutional Convention of 1787: a Biographical Dictionary*.

Foreign language dictionaries should be retained until a new edition is available unless they are unused. Update commonly used languages, such as Spanish and French, at least once every five years. Older editions can be moved to the circulating collection until they become shabby or cease to circulate. Be aware of changes in the needs of your community; as new ethnic groups move to town, purchase appropriate language materials.

Directories

Directories are normally discarded when newer editions arrive, although several years' worth may be retained if space permits and usage warrants. Keep in mind that some directories, like *The Statesman's Yearbook*, include a subscription to the online service with the print version. This contains archival information and may allow older copies to be discarded without loss of historical data. Telephone and directory information is now online. If you have city directories and local telephone books, which are useful for genealogical research, keep indefinitely as space permits. Older editions should be housed separately from the current editions; many of these resources are also available on CD-ROM.

Atlases

More maps are being made available online but good up-to-date print atlases allow patrons to peruse geographical elements or compare components of several maps. Usually revised every five years, comprehensive geographical atlases (*Oxford Atlas of the World*) should be replaced when updated. Although published in 1999, *The Times Atlas of the World* is still considered 'the pinnacle of atlases'¹¹ and should be retained until a new edition is available. Relatively inexpensive road atlases can be replaced every couple of years. Oversized atlases may require special handling to keep bindings intact.

Retrospective or historical atlases, such as *The Routledge Historical Atlas of Religion in America*, may be kept indefinitely as this information is unlikely to change, although new editions or recent publications may update interpretations of events or provide new information. Map books, including local street guides and atlases that deal with local areas and regions may be kept indefinitely. However, these are more appropriately placed in the local history collection, since patrons may not check copyright dates before using them.

Handbooks

Handbooks include a wide variety of resources that pull together a compendium of information on a specific subject or technique. Designed to be easily consulted, handbooks provide quick access to information. Issues such as ease of use, indexing, and other features are frequently the decision maker in weeding questionable handbooks. Many handbooks are updated regularly, and whenever possible, the collection should include the most recent editions.

Resources that deal with health issues, such as *The Physicians' Desk Reference*, must be replaced as soon as a new edition is available. Be cautious about adding older editions to the circulating collection, as outdated information may be dangerous.

Subjects in the humanities (music, art, literature) may be retained indefinitely based on usefulness, supplemented by newer texts. Social science reference tools are

¹¹ "World Atlas and Dictionary Roundup." *Booklist*.

<http://www.ala.org/ala/booklist/speciallists/speciallistsandfeatures3/worldatlas.cfm>

considered outdated after ten years, by which time outmoded theories and practices are usually revised. Notable exceptions are handbooks that contain significant historical data. If local interest warrants, keep the most recent price guide for collectibles and antiques in the reference collection, moving the previous one or two editions to the circulating collection. Very rarely is there a reason to keep older price guides.

Science resources are generally outdated in five years, although texts on botany and natural history, especially those covering local areas such as *Little Big Bend: Common, Uncommon, and Rare Plants of Big Bend National Park* may be retained for longer periods. The most recent automotive repair manuals may be kept in the reference collection; older manuals should be moved to the circulating collection.

Indexes

Many general and subject specific indexes are being replaced by electronic databases. Still, a few important and useful works are provided only in paper format at this time. The library may want to retain older indexes, like *Song Finder*, that index material not included in online indexes. In general, paper indexes should be kept only as long as the library retains the materials cited, unless the index will be used to assist in interlibrary loan. In most cases, researchers needing historical information will use a university or large public library. Do not keep older indexes as a fall back in case the database is cancelled! In general, if an index has not been used within the past three years, it is highly unlikely to be used in the next three years.

Older editions of *Granger's Index to Poetry* may be kept if they index out of print volumes that have been retained by the library. Others, such as *Bartlett's Familiar Quotations* may also be kept, since newer editions delete some items while adding others.

Legal Forms and Information

Most libraries find that demand remains high for legal forms and sample documents in spite of the availability of materials in electronic formats. However, it is essential that these documents be up-to-date. Review annually for new editions of titles like *How to Do Your Own Divorce in Texas* (Nolo Press), titles that deal with bankruptcy and estate planning, and, of course, books on tax preparation. Older editions should be discarded as they contain too much outdated information and serve little or no purpose. If space permits and there is strong local need, keep tax preparation guides for three years to accommodate the needs of those with filing extensions, amended returns, or late filings.

CREWing Nonprint Media

It's a given that libraries today house more than just books and periodicals. In fact, our periodical section may be decreasing in size as our media collections are increasing. Even the smallest libraries have at least a modest nonprint collection that may include some or all of the following: DVDs, videocassettes, Blu-Ray, CDs, audiocassettes, Playaways®¹², book and media kits, art prints, phonograph records, and computer or gaming software.

The CREW method is just as effective in keeping nonprint collections accurate, up-to-date, and attractive as it is for traditional print media. Items in nonprint collections, particularly audio and film formats may still be thought of as 'special,' or somehow more valuable than printed materials, primarily because their initial cost may be higher and the collection may be limited. Evidence of this is often seen in shorter circulation periods, higher fines for overdue media and/or restrictions on lending nonprint media to young people.

Keep in mind that the physical format of the item is less important than its usefulness as a source of information or entertainment. The availability of hardware or other technology with which to use nonprint materials is a major question to consider when weeding the nonprint collection. It is important to know your community and the saturation or dissolution of the hardware needed to use nonprint materials. Don't keep a collection of vinyl records if very few people have a turntable available for use! Many libraries provide equipment for in-house use or to check out; be sure that the community is still interested in the format so that you are not simply taking up space for a format that has dissipated. Conduct a quick survey using a tool like Survey Monkey, www.surveymonkey.com, or Zoomerang, www.zoomerang.com, to determine local interest in formats.

Although the same general principles apply to weeding AV materials as those outlined previously for print materials, there are some marked differences that present challenges in the multimedia deselection process. There are still few standard lists of recommended multimedia titles by format, and those that are available quickly become dated. There are, however, some award lists that can be consulted. Only a relatively small percentage of the multimedia titles published every year are reviewed, and in some formats, there may not be any reviews available.

If the materials were selected primarily for entertainment value, weeding decisions will be based primarily on use, popularity, and wear. If withdrawal and replacement decisions will be based on content or subject coverage, rather than simply by usage and condition, then your decisions should be based on the specific goals of the collection. For example, even though they are used a lot less than other formats, Austin Public Library retains a large collection of vinyl records due to the local music industry. It can be more difficult to review nonprint items for relevance of content and to check for wear since their formats require that someone view or listen to them.

¹² Playaway is a self-contained digital audiobook, which requires no additional equipment for use.

This review can also include loading software onto computers or game players. Decisions will often be made based on a visual examination, length of time the item has been in the collection, number of circulations, or a patron's complaint about the condition of an item.

One criterion to keep in mind while evaluating nonprint media for discard is that many libraries, as a regular part of their policies, will not loan or borrow audiovisual materials through interlibrary loan. Therefore, needed audiovisual materials will not always be available through this source. Other considerations are: physical condition, factual accuracy, visual and sound quality, instructional usefulness, and inappropriate or obsolete format (e.g., 16-mm film, 35mm slide sets, microfiche, Beta video). While many nonprint formats have passed from library collections, they may still be offered to the library as gifts.

Common Nonprint Materials

DVDs/Other Digital Video Disc Formats

DVDs replaced VHS videos several years ago and Blu-Ray may move to the forefront quickly. There are no real standards for the lifespan of various media. Under ideal conditions, theoretically, any medium could last forever. However, library use is not 'normal' use. Variations in the quality of playback equipment and handling can mean that some media will not hold up well with even minimal use. Each media format has its own idiosyncrasies for cleaning and handling. Library staff may, for example, be able to buff or clean away minor scratches on a DVD, but Blu-Ray discs require different handling as their hard coat can easily be buffed away, destroying the data. It is generally not worth a lot of effort to clean and repair media. Good equipment that may actually repair damage is expensive and requires a great deal of time (approximately 10-20 minutes per DVD, for example). Review Jim Scholtz's article in *Library Journal*, "To Repair or Not to Repair"¹³ for an overview of the technology and a comparison of disc repair machines if you are considering trying to clean and repair discs.

Videocassettes

Fewer videocassettes are available for purchase and many libraries are only adding videos received as donations. Libraries struggling to maintain a collection in this rapidly disappearing format may be tempted to keep any videocassette regardless of interest, quality, or condition. Any video that has not circulated within the past year should be discarded regardless of its condition.

Although there are exceptions, it is probably not reasonable to expect that even under the best circumstances a videocassette can survive more than about 200 to 250 plays before experiencing problems from wear and tear. Some distributors use lower quality videotape, thus reducing the price of their titles, but ensuring a shorter tape life.

¹³ Scholtz, James. "To Repair or Not to Repair." *Library Journal*, May 15, 2004, p22-25 [AudioVideo supplement]

While many libraries rely on patrons to let them know when a videocassette has problems, it is wise to visually examine them for condition at least every 50 circulations. If you are evaluating for content, rely on patron circulation for all entertainment videos. For nonfiction or documentary videos, consider currency of the treatment of the topic; content accuracy; relevance of themes; fairness of racial, cultural, or sex role depiction; and the continuing relevance of the material within the library's overall collection development plan.

When examining the media collection to weed, break it down into smaller subject areas that can be easily evaluated. Clearly, any video that has not circulated in the past year should be considered for weeding, especially in the entertainment and feature film categories. However, travel videos and documentaries may circulate less often, and you may want to retain titles that have enduring value but are used less frequently. Keep in mind, however, that if a title hasn't circulated in two or three years, it is unlikely to be requested in the next two years.

For help in selecting replacement videos or in judging whether to keep a marginal item, refer to the *Video Round Table's Notable Videos* list at <http://www.ala.org/ala/mgrps/rts/vrt/initiatives/notablevideos/index.cfm>. The titles on this list are the best of the non-feature films (that is, they are educational, documentary, or how-to films) released during the previous and current calendar year.

DVDs

In general, the same criteria can be used in evaluating DVDs. Minor scratches may not impair usage and patrons will generally let you know if there are problems. Deep scratches usually cannot be easily repaired; the time and equipment needed to effect repairs don't make sense economically for small and medium-sized public libraries.

Discard entertainment and feature film DVDs that have not circulated at least once during the past year. There is either something wrong with the unit or patrons have lost interest in the title. Nonfiction DVDs may circulate less frequently, although certainly titles like Ken Burns' *Jazz* or The Discovery Channel's *Meerkat Manor* may rival circulation of feature films. Foreign films and films in languages other than English may also have limited circulation. However, certain communities may have more of a population of non-native English speakers. Keep items in languages used in your community if interest warrants.

Audiocassettes

Audiocassettes are rapidly disappearing from collections as producers are moving away from them. Music is almost impossible to find in this format and audiobook producers often charge more for audiocassettes than for compact discs. For younger children, new learners, and language courses, the format is popular because they are easier to back up and replay than other discs. If the format is still moving in your community, donations and aftermarket sellers (such as eBay) may be the only sources for acquiring items.

Content may include popular music recordings, language courses, or audiobooks and spoken word. Items in this format are somewhat fragile and easily damaged, but no

more so than other formats. If a tape comes off a reel or breaks, there may be no way to repair it if the cassette casing is hermetically sealed. While many audiocassettes can be opened with small screwdrivers, it is not worth the time required to repair audiocassettes. Tape that has been mangled or twisted should be considered damaged and the cassette discarded. Although many publishers of unabridged audiobooks are no longer producing new titles in cassette format, they often will replace a damaged tape that is part of a set free of charge or for a nominal fee. Although you may not be able to replace them in audiocassette, sets with missing or defective language cassettes and manuals should be replaced if funds allow, regardless of the number of cassettes in the set or whether the entire set must be reordered. Incomplete sets may be included in an annual or ongoing booksale.

Weed music cassettes that have not circulated within the past year or two; CD is generally preferred. Weed audiobooks that have not circulated in the past two years, especially non-fiction titles that would be considered out of date in your book collection. Consider weeding abridged audiobooks, especially those that severely abridge the book, unless they are preferred by a large percentage of the community.

Compact Discs

CDs are the current format of choice for musical recordings, as well as audiobooks. Ideally, the popular collection should reflect all genres, styles, time periods, composers and performers, as well as include a sampling of collections or anthologies, highlights and greatest hits. Information-based CDs should be evaluated on: physical condition, currency of information, use, and duplication of information in another format. Music CDs may be judged by their popularity with library users. Discard them once use decreases. Consider weeding audiobooks that have not circulated within the past two years, especially nonfiction titles that are outdated and would be weeded from the print collection due to copyright date (of the original book) or erroneous information.

CDs are made from the same material used to construct bulletproof windows, polycarbonate plastic. Sources disagree on the actual life span of this medium, and, of course, life span is determined by a number of factors having to do with use and care. Although they will not deteriorate appreciably if stored correctly, circulating CDs sustain damage from mishandling ranging from chips and cracks to deep scratches and warped discs. Light scratches can be polished out, but balance the time spent cleaning and attempting repairs against the replacement cost and continued usefulness of the recording. CDs are also susceptible to temperature extremes, excess humidity, and high intensity UV light. Discs should be regularly checked for signs of damage and discarded. Unabridged audiobooks are expensive; most producers will replace damaged or missing discs at no or low cost.

Book/CD/Tape Sets (Juvenile)

Audiocassettes and compact discs in read-along sets are subject to the same evaluation criteria outlined in the previous sections. Since these items are popular and incur high usage by children, cassettes, CDs and other components are often not returned with the books. Replacements for the audio portion may be available, but be

sure that the accompanying book is also in good condition. If the cassette or CD is not being replaced and the book is in good condition, the book may easily be added to the existing juvenile or picture book collection. Replace companion books when they become worn if the cassette tapes and compact discs are still in good condition.

Video Games

Game playing is extremely popular in many communities and many libraries offer computer or console games, including PlayStation2, Nintendo, Wii, Xbox, etc., for checkout. The major weeding decision factor frequently will have to do with platforms. Once the platform is no longer supported by the hardware companies, interest usually rapidly declines. Of course, when the games are no longer available for purchase, the library's collection may see an increase in use by those who are holding on to the older technology. Look for damaged items or those missing parts and discard them.

While there are few core collection titles, check your collection against the "Top Fifty Gaming Core Collection Titles" from *Young Adult Library Services* online at http://wikis.ala.org/yalsa/index.php/Gaming_Lists_&_Activities#, for a list of popular games that are available for various platforms.

Less Common Nonprint Formats

Computer Software

Because of licensing and format considerations, fewer libraries have a circulating computer software collection. From the standpoint of physical limitations, such as problems caused by exposure to magnetic fields, circulating computer software is not as problematic as it was in the past. The physical limitations of floppy disks are not there with CD-ROMS. However, the software is still subject to damage and there are the labor-intensive chores of checking each returned item for damage. Much of the current software actually involves the purchase of a license and there is nothing, per se, to circulate. Many of the programs require permanent installation on the users' computers or will only run on hard disks. Licensing agreements prohibit multiple installations running at the same time. Be careful about adding outdated software received through donations to the collection. Discard when items are damaged or when they have not circulated within the past year, as this is an indication of lack of need or interest.

Art Prints

Art reproductions are less prevalent now than in the past and many libraries have phased out their collections. Any prints that have not circulated in the past year should be weeded. Prints that are faded, scratched, warped, or otherwise shabby should be weeded, along with those that have worn or separating frames, or mats that are soiled or water stained. In some situations, this may mean eliminating an entire circulating collection. At times, art prints may find new homes in other libraries, or be sold in an annual book sale.

Phonograph Records

Few libraries are purchasing vinyl phonograph records any longer. Indeed, they are nearly impossible to purchase except through second hand markets. In late 2007 Amazon.com launched a separate vinyl record section to handle newly produced recordings. As counter-intuitive as it seems to be, vinyl may make a comeback.¹⁴ Also, some libraries have maintained archival collections or special interest collections due to local demand or for music purists. Easily warped and scratched, records should be discarded if damaged. Except for rare examples of local performers, discard any records that have not circulated within the past two years.

¹⁴ Van Buskirk, Eliot. "Vinyl May Be Final Nail in CD's Coffin," *Wired* 10/29/07, http://www.wired.com/entertainment/music/commentary/listeningpost/2007/10/listeningpost_1029

CREWing E-Books

They don't take up any shelf space and never get damaged, so why do we need to weed electronic books? The concept of weeding electronic books is very new. In fact, many librarians are taken aback by the idea that an e-book¹⁵ might need to be weeded. As the costs for e-books are dropping (at least on the retail level), and more devices proliferate, demand for content is rapidly increasing. In 2011 the Association of American Publishers declared that the e-book format was the leader in all categories of trade publishing. The market is vastly expanding as more writers are able to self-publish in e-book format and e-book publishers proliferate. The format creates both challenges and opportunities for libraries even as much of the technology is ever changing. Regardless of where your library falls on the e-book spectrum, there is no getting past the reality that e-books are increasing in usage and popularity. In fact, some libraries report that on any day more than 75% of their e-book collection is in circulation. Some libraries have very small collections and want to hold onto every e-book possible to have some critical mass. But things are changing, and at some point good collection management will create the need to remove some electronic items from the collection.

Production and use of electronic materials--downloadable books, audio, and video--is a rapidly growing and continually evolving field. Depending on the sources that were used to acquire e-materials and the business model used by the vendor, it may not currently be possible to "discard" some items. Like the proverbial roach motel, the records for e-materials may check in to the library's integrated library system (ILS), but then never leave. Collections are growing to meet patron demand. It is relatively easy to add the 39,000+ titles from Project Gutenberg, but are all of those free titles relevant to your collection? Are outdated and irrelevant titles cluttering up the catalog and distracting patrons from locating needed items? The answer may be no for libraries that are just building a collection. However, larger public libraries and academic libraries with substantial e-book and downloadable audio materials are already considering how to cull items that are no longer needed.

The advice provided here is based on the volatile e-materials environment, recognizing that the field is redefining itself almost daily. Libraries that are just beginning to add e-materials and are happy to have everything they can possibly obtain may not imagine weeding. Other libraries are working on ways to add only desired records from major e-publishers like Project Gutenberg to the ILS. Some libraries are working with new vendors to purchase e-books in a manner more in line with how libraries select and acquire print books. And vendors, e-publishers, and libraries are working on new models that we cannot currently imagine. Whatever your situation, we can reasonably assume that the specific details on how libraries acquire e-materials, where the files are housed, and the mechanics of adding and removing MARC records from the catalog will change. However, the guidance on

¹⁵ The term e-book is used as a convenience but we are really talking about all forms of electronic, downloadable files.

how librarians make the intellectual decisions about what to weed should remain more stable.

Libraries are increasingly adding e-books and dealing with a variety of issues related to their acquisition and use such as:

- How much money should be spent on print books and how much on digital content?
- What formats are available for digital content and which are needed in the community?
- Is the library making an outright purchase of the electronic content or is it a license for a specific number of circulations or a period of time?
- Are the e-books included in the online catalog or do patrons go to a vendor database to find e-books?

In addition to issues of acquisition and use, there are also many issues surrounding the administration and management of e-book collections. We have varying degrees of control over many elements of e-book acquisition and management. Some of these aspects are also changing as competition develops within the industry and business models shift to match the needs of publishers and libraries. Whatever we are dealing with today, may very well change next month. How we acquire e-books has an impact on how we weed. Remember that libraries have spent decades building print collections and many years adding various physical media formats. As e-book collections grow, individual e-books will start to reach the limits of their usefulness. It will be just as important to weed e-books as it is the physical collection.

As with weeding physical items, there are two aspects involved in weeding e-books:

Weeding e-books involves:

1. Intellectual decisions about the content.
2. Mechanics of removing the weeded item from the collection.

the intellectual decision that is made regarding the content of the material and the mechanical steps required to remove the item from the library's collection. While librarians have a great deal of control over the first aspect, they may have little or no control of the second. Unlike when we weed physical books, it takes more than the decision to discard the item to actually get an e-book out of sight.

With traditional book collections a major impetus for weeding is the need for shelf space. Clearly with e-books, the library's shelf

space could be limitless; the e-books and downloadable audio and video materials take up no shelf space. Another major reason for discarding a physical book or other item is disrepair; it's shabby, worn, torn, has pages missing or just looks ugly. Again, e-books don't wear out in any of these ways so there is no "automatic weeding" due to condition. These items also don't get lost; so again, there is no regular attrition to trigger the decision whether the item will be replaced or removed from the catalog.

So why would you want to or need to weed e-books? Regardless of format, you weed in order to keep the collection current and relevant. Librarians weed to separate the wheat from the chaff. We know that patrons have limited patience for looking through large collections of irrelevant material in order to find what they want (recall the 'boutique' theory mentioned on page 32 of this manual). This holds true whether that patron is looking through hundreds of physical books or entering search terms that return hundreds of electronic possibilities, many of which are obscuring the truly relevant material. While an e-book is not taking up physical real estate on a shelf, it does take space on a computer somewhere. Depending on where the electronic file actually resides, it may also take up space on library servers. Even if the file resides in the cloud or on a vendor's server, those servers must be maintained by someone so there are costs, directly or indirectly, involved.

The electronic space used to store e-books may be a non-issue for your library with minimal cost. However, as more e-book records are included in the library's online

The two major reasons for weeding physical materials remain the two major reasons for weeding e-books:

- 1. Low use*
 - 2. Outdated content*
-

catalog, we must consider what will show up in search results. Bringing back a list of items that displays a lot of older copyright dates is just as detrimental to the library's reputation and the patron's perception of the library's value as is having shelves that are filled with old, ugly, worn material. Patrons expect that the same care is taken in maintaining our e-book collections. We are wasting the patron's time if we make them sift through entries for e-books that will not serve their needs.

Ideally, the criteria for weeding e-books were established at the same time that the criteria for acquiring them were developed. But of course, in the real world, that probably didn't happen. So take the time now to consider the criteria your library will use in deselecting e-books and other e-materials. If your library is still in the early stages of embracing e-books, you may make decisions now based more on the popularity of items and the interests of the early adopters in your community. You may be in a situation, such as in a consortium, where you have little or no power to weed unless most of the other parties in the consortium agree that the item is no longer useful. But as the use of e-books grows and as more e-books are added to the collection, business models will change. You will want to revisit the criteria and adopt criteria and procedures for weeding that are more similar to, rather than vastly different from, the way you weed physical formats.

Consider these broad points about weeding e-books and other e-materials:

- Is the copyright date for e-books included in the calculation of the collection's average copyright age? Older material that is no longer useful should be culled. Keep in mind that the release date for an e-book is not always the same as the copyright date. Some third party vendors can't readily provide the copyright date unless that information was provided by the original producer of the electronic item so you may need to do some research.
- The library's mission is to provide the best resources possible to meet patron's needs and expectations. Outdated material in e-book format is just as detrimental to the collection as are physical books that have incorrect information or information that is no longer accurate.
- While most e-books won't be weeded due to condition, there are some MUSTIE factors to consider. These are addressed below.
- Are multiple copies of an item available that are no longer needed? Perhaps copies of a very popular book were added when an e-book had a long reserve list or when a book was the subject of an "all city" reading program. Once this number of copies is no longer needed, some formats or versions may be weeded.
- Are there formats in the collection that are no longer compatible with the reading devices that patrons in your community are using? As the popularity of devices shift and new devices are created, some e-books in the collection may only be available in formats that are no longer used by your community. This happened with audio formats as libraries eliminated vinyl records and then audiocassettes; it may not be long before some libraries eliminate CDs in favor of all downloadable materials. It's reasonable to expect that there will be a shift in devices, much like the shakeout between VHS and Beta in the late 1970s and early 1980s.

Accuracy of the information and the adequacy of the subject's coverage apply to e-book weeding decisions.

Copyright is as important for e-books as for physical formats. Follow the same CREW formulas (starting on page 49) to remove outdated materials.

MUSTIE is the acronym for six negative factors that make books and other materials prime candidates for weeding. A few of these factors are noted as not relevant for e-books but most can be applied to them.

- **Misleading** (and/or factually inaccurate). Weed outdated editions and books that are no longer accurate. Pay special attention to areas where information has changed recently or where it changes rapidly, like in medicine and travel.
- **Ugly**: Not relevant to e-books.

- **Superseded** (by a truly new edition or by a much better book on the subject). Especially for reference materials, test guides, and travel manuals, weed older editions. Most public libraries don't need to keep older editions for research value.
- **Trivial** (of no discernible literary or scientific merit; usually of ephemeral interest at some time in the past). Weed older titles that were of fleeting interest or are about outdated popular culture.
- **Irrelevant** to the needs and interests of your community. Even e-books should be expected to circulate or be used online at least once every few years. Also weed self-published e-books that are not circulating.
- The material or information may be obtained expeditiously **Elsewhere**. Especially for items available at no cost, such as through Project Gutenberg, don't clutter the library catalog with material that is not being used or is out of date. On the other hand, you may decide to weed some physical copies of classic literature that are infrequently used if the books are available through a free e-book source like Project Gutenberg.



Depending on where and how the e-books were acquired, weeding will primarily mean removing the item from the library's online catalog. If the library actually owns the electronic file, as opposed to paying for a subscription, the file may need to be deleted from a server somewhere. It is important to know your vendor's business model when you make purchases so that you also understand if, how, and when titles can be removed from the online catalog.

Items purchased as part of a bundle through vendors like Overdrive may require the help of that vendor to pull the item out of the bundle. If the items are licensed as part of a consortium agreement with other libraries, then you may not be able to weed from those items at all unless the other members agree to the decision.

Purchases made directly or indirectly through the publisher may automatically weed themselves after a set number of circulations, requiring the library to purchase an additional license if you want to retain the e-book. E-book vendors, and their business models, are rapidly changing; expect to see more options for the outright purchase of e-books in the future, along with more licensing for a specific period of time or number of circulations. If you have the option to do so, be cautious about adding MARC records for *every* e-book offered by a service (in essence acquiring that e-book by making it available to your patrons), especially those available through free,

E-book Business Models

Purchased

Licensed

Patron Drive Acquisition (PDA)

Subscription

Short term lease

public domain programs like Project Gutenberg; it may be very easy to add 39,000 e-books to the catalog but difficult to sort through and weed out the ones you don't want any longer. Programs are being developed that allow you to select the e-books you want to add to your catalog. Libraries are demanding more control over content from third party vendors, who often currently bundle content.

If they are available, use your integrated library system (ILS) to run reports on the e-books in the collection to help identify items that meet specific criteria for weeding consideration. Keep in mind that you may have to ask the third party vendor to run these reports for you for materials they provide.

Also, they may not be able to run every type of report that you would like. For example, you may be able to get a report that shows items that have not circulated in a specific period of time (use the CREW guidelines for various Dewey areas) or that have creation dates before a certain date. You might also look at a list of titles for areas of the collection that need updating due to changes in information, like astronomy (weed books that still include Pluto as a planet) or travel guides (weed books that are more than three years old). The same kind of attention can be paid to areas of the collection that include materials that deal with fads (for example, does the collection really need that e-book on macramé or an e-book on a no longer popular diet?).

Finally, weed the e-book collection in conjunction with physical books. Some libraries may keep an e-book version of a classic or a formerly popular fiction title while weeding physical copies, freeing up shelf space for a title that is more frequently used.

CREWing with Computers

Almost all libraries are now fully automated and the online circulation system can provide wonderful reports that are very beneficial in weeding the collection. Lists of library holdings in specific Dewey areas can be produced that show:

- The latest checkout date for items currently being circulated
- The date each item was added to the collection (accession date)
- Previous checkout dates for items not currently circulating
- Other items the library owns with that call number

Depending on your OPAC system, you may be able to determine how many times the item circulated during a specific time period and the copyright dates for each volume in the collection. Running a report of all books in a specific classification area that have copyright dates before a specified year can make it easier to weed parts of the collection that change rapidly (such as computer technology). A ‘dusty books’ report lets you easily find shelf sitters, although you must still make a determination about whether the item is used in-house. This type of report also allows you to more quickly see if items in a set or series are missing (which might account for lack of use). Books that haven’t circulated in some time may also be missing either because they are misshelved (or have fallen behind a shelf) or have been stolen. Information from these automated reports can be especially useful for a ‘quick weeding’ that catches some of the easy weeding decisions.

If the reports generated by the integrated library system (ILS) are cumbersome or provide information you don’t need, check whether you can export the information into a better format. Many systems also allow you to export a file into Excel or another spreadsheet format. For guidance, consult resources like *Analyzing Library Collection Use With Excel* by Tony Greiner and Bob Cooper.

If the system doesn’t export to an Excel file, you may also be able to ‘cut and paste’ information into Excel. This can allow you to customize the report, adding columns to notate that a book is missing, on the shelf, etc. Take the printed report to the shelf and make notes in the appropriate column to provide the information you need for further review. For example, if the book is missing, search further before deciding whether the book is lost forever.

If you are not sure what reports your ILS can produce, or are unclear about the best way to filter the information and format the printout, ask your vendor or another library familiar with your system. Many vendors have tutorials or can field questions by phone or email.

Items That Have Not Circulated in Three Years

Most collections cannot afford to continue housing items that are sitting on the shelf. For most Dewey areas, CREW recommends that you look at any item owned by the library for at least three years but has not circulated in that time period. Begin by printing a report for all these items listed on the computer for a particular Dewey area. If your report function allows it, include the author, title, barcode number, date of publication, last date of circulation, and number of copies for each item on the

printout. Print out only what you can reasonably weed within a four to six week period.

Use these lists to check the shelves, noting those items that are missing and pulling books that are located. Items that have not circulated in three years can then be reviewed for a disposition decision. While probably 80% of the items that have not circulated in three years can be discarded, this is not an automatic process. The librarian must still review the items because some may be used in-house, may be candidates for inclusion in displays that bring the book back into circulation, or would benefit from recataloging to a more appropriate location. Some items may also require replacement by new editions or updated titles.

Missing items, those not located on the shelf but also not checked out, should be searched for at least twice over a period of two to three months. If the item is not located after a reasonable period of time, it can be assumed lost and removed from the library catalog. Occasionally an item will be located on the shelf that is not on the print out. Pull that item to determine whether the item is misidentified, needs a corrected spine label, or has some other problem that needs to be addressed.

Some librarians have suggested that in lean years when budgets are tight, it is possible to extend the time frame a bit in order to leave more books on the shelves. For some areas of the collection, that might be reasonable, although studies have repeatedly shown that an item that hasn't been checked out in the past three years is highly unlikely to be checked out in the next three years. Therefore, to what end is it helpful to leave unwanted, uninteresting, unused items on the shelf simply because the budget is tight?

Items That Have Circulated in Three Years

After completing the first process, use the same system to create a list of all of the items in a Dewey area that **have** circulated in the past three years. Keep in mind that many items that are circulating very nicely may be in poor condition, especially if they have been subject to heavy use. You must go to the shelves to find these shabby items. Additionally, be wary of books that have been in the collection for several years but only circulated once or twice during that time. Your collection could well have books that sat on the shelf until the day before the three-year mark. Although that book will now show up on the list you run of books that have circulated within the past 36 months, use your judgment to determine whether this was a fluke or whether the book is likely to continue to be useful. A book that is in pristine condition after three years may need further evaluation.

Follow the CREWing guidelines until the entire collection has been reviewed and compared with the printouts. While it is possible, of course, to simply go to the shelves and review items that have circulated, using the print outs ensures that you have information, such as last circulation date and number of copies, needed as you make weeding decisions. The process also allows you to easily note where you left off in the process and how long it takes to weed an area. Additionally, by noting on the printout which books are being withdrawn, the physical books can be taken to a disposition area while the printout goes to someone who can remove the entry from the automated catalog system without having to handle the book again.

The CREW Guidelines for Weeding Your Collection

The CREW formulas given here for the various Dewey classes are offered as 'rules of thumb' based on opinions in the professional literature and practical experience.

The formula in each case consists of three parts:

1. The first figure refers to the **years since the book's latest copyright date** (age of material in the book);
2. The second figure refers to the **maximum permissible time without usage** (in terms of years since its last recorded circulation and assuming that the item has been in the library's collection for at least that period of time);
3. The third refers to the presence of various **negative factors, called MUSTIE factors**, which will influence the weeding decision.

For example, the formula "8/3/MUSTIE" means: "Consider a book in this class for discard when its latest copyright is more than eight (8) years ago; and/or, when its last circulation or in-house use was more than three (3) years ago; and/or, when it possesses one or more of the MUSTIE factors." Remember that the period of time without use presumes that the book has been in the collection at least that long.

Most formulas include a "3" in the usage category because few libraries can afford to keep items in the collection that have not circulated or been used in-house within a three year period. Exceptions relate mainly to items with local history value. The figure in the age category will vary considerably from subject to subject (and for subcategories within subjects).

Most formulas also include the MUSTIE factors because items that are in poor condition or no longer relevant should not be kept in the collection. If any one of the three parts of the formula is not applicable to a specific subject, the category is filled with an "X". For example, in some categories, like literature or picture books, the copyright date has little influence on the weeding decision.

MUSTIE is an easily remembered acronym for six negative factors that frequently ruin a book's usefulness and make it a prime candidate for weeding:

- | | | |
|----------|---|---|
| M | = | <u>M</u>isleading (and/or factually inaccurate) |
| U | = | <u>U</u>gly (worn and beyond mending or rebinding) |
| S | = | <u>S</u>uperseded (by a truly new edition or by a much better book on the subject) |
| T | = | <u>T</u>rivial (of no discernible literary or scientific merit; usually of ephemeral interest at some time in the past) |
| I | = | <u>I</u>rrelevant to the needs and interests of your community |
| E | = | The material or information may be obtained expeditiously <u>E</u>lsewhere through interlibrary loan, reciprocal borrowing, or in electronic format. |

It is helpful to understand the MUSTIE elements, as these can be the most difficult for library staff to base weeding decisions on.

Misleading refers to information that is factually inaccurate due to new discoveries, revisions in thought, or new information that is now accepted by professionals in the field covered by the subject. Even in fields like physics, that were once thought to be pretty settled, changes occur that radically impact the accuracy and validity of information.

Ugly, like beauty, is often in the eye of the beholder but the physical condition of the collection says a lot about the value we place on our collection. The ugly factor includes most of the elements related to the physical condition of the item—wear, damage, stains, tears, dirt—that make it less attractive to a library patron. Children’s books, cookbooks, motor repair manuals, and other ‘hands on’ materials are especially prone to ugliness. If you don’t want to touch the item without wearing gloves, neither will the patron. Or, as one librarian states about the condition of books, "If it's too dirty to read in bed, it's too dirty to be on your shelf.¹⁶" Also include in this category material that is in perfect condition but covered in dust! If the item has a quarter-inch of dust on it, of course, it also probably hasn’t circulated in years. Be very cautious in repairing or rebinding items that are ugly. While a new Mylar jacket or a bit of cleaning may spruce up an item, usually it is not worth spending more than a few minutes repairing an item. Taping a small tear is worth the effort but if there will be more tape than binding after the repair is completed, discard the item. Books that smell are ugly. If the smell can be removed from an otherwise pristine book by closing it up with a bar of deodorant soap for a week, do so and keep it. Otherwise, toss.

Superseded items are those that sit on the shelf right next to newer editions or newer titles that update information. Libraries don’t need to keep more than one or two previous editions of almanacs, trivia books (*Guinness Book of World Records*), cookbooks, and other titles that are frequently updated. Be sure to watch for books that are still circulating but include outdated pictures, products, and ingredients. The recipes in the 1975 edition of *The Joy of Cooking* may still be accurate but the photographs and brand names on ingredients have certainly been replaced many times over in later editions.

Triviality implies that the material included in the item was popular for a brief period of time but interest has largely waned. Books are published, often seemingly overnight, when there is a new fad, or when a new celebrity hits the scene. Biographies of pop culture performers, games and consumer products, television shows, diets, and fiction series come and go very quickly. The interest may last a few years but usually fades fast. Many of the books are published in paperback to hit the market while the iron is hot, but when interest cools, library shelves are left full of books that hold little appeal for

¹⁶ John Sandstrom, El Paso Public Library

anyone. Even if a fad returns, as happened after two decades with the Teenage Mutant Ninja Turtles, the lapse between periods of intense popularity means that the books from the original fad are outdated. Trivial books can also be published immediately following a major event, such as the death of Princess Diana. For topics that have lasting interest, better written books come out a year or so later and the ‘instant’ books that may trivialize the subject can be discarded.

Irrelevant means that the interests and needs of your community may have changed over time. Perhaps an issue, such as xeriscaping, mass transportation, or solar power, was very popular for a period of time but demand in your community has waned. Frequently, we purchase multiple copies of a book or a wide variety of books on a topic to meet intense local interest, only to have that interest dissipate after a few years. CREW doesn’t recommend that you eliminate all items on any topic from a collection; if a particular topic is no longer as relevant to the community as it was at another time, the collection may have too many items just sitting on the shelf. Even though the last use time period may not have passed, these irrelevant items are prime candidates for weeding.

Elsewhere reminds us that no library is an island! We are not alone out there in the vast information wilderness. It can be difficult to let go of items that are still in good condition even though the information covered is trivial or irrelevant. Many librarians hesitate to discard an item because ‘someone might need it someday.’ True, many of us have had the experience of discarding an item only to have someone request it the next month. However, you can feel more secure about discarding an item if the information contained within is available elsewhere. Interlibrary loan and reciprocal borrowing are ubiquitous. Also, many books are now available online through services like NetLibrary. With the exception of local history and regional documents, almost everything is available someplace else. The Internet has reliable information on many topics; prepare bookmarks and pathfinders for your patrons on frequently used topics such as law or medicine.

CREW Guidelines by Dewey Class

On the following pages are the CREW guidelines arranged by Dewey classifications. *An Overview Chart of the CREW Formulas*, that you may copy and bring to the shelves with you, is included in the Appendix of this manual.

In all cases, weeding decisions are ultimately based on the professional judgments of the library staff responsible for the selection of materials. While the CREW formula may be used as a guide in making weeding decisions, these guidelines can and should be adjusted to meet the needs of the specific library. Feel free to substitute numbers that reflect the library's mission and goals. For example, a library that focuses on popular materials as a major part of its mission may need to discard fiction books and entertainment films after a shorter period without use in order to keep the collection very up-to-date.

Carefully consider all the factors involved in the weeding process, rather than automatically discarding an item with an older copyright date.

000 (Generalities)

This is a very broad category and often requires cross weeding with other Dewey areas. For example, books on running a consulting business may be classified in 001 (knowledge) or in 650 (management).

004 (Computers)

3/X/MUSTIE

Works on computers are seldom useful after three years. Works on hardware and software have an even shorter life span (1-2 years), but may be kept on hand longer if there is strong community demand. Weed based on community interests and prevailing computer applications used locally. Retain manuals for software packages (Microsoft Word, Excel, etc.) at least one release back to accommodate people who didn't update their software immediately.

Series like the 'Dummies' and 'Idiot's Guide' are more useful to general computer users than in-depth tomes. Discard thick books with few illustrations in favor of slimmer volumes with color illustrations and screen images. Programming languages evolve more slowly and may be retained longer, up to ten years, if the language is still used. Consider what courses are offered at local community colleges and universities.

010 (Bibliography)

10/3/MUSTIE

Bibliographies and reader's advisory tools maintain their usefulness as long as the items indexed remain relevant. Many of these items will be in the reference collection, but older editions may be moved to the circulating collection. In the

circulating collection, consider discarding if not used within three years. Discard most bibliographies ten years from the date of copyright or when superseded by a new edition unless the bibliography remains well used either in-house or through circulation.

020 (Library Science)

10/3/MUSTIE *Discard all that do not conform to current, acceptable practice. Also weed previous editions of library science textbooks and titles that deal with obsolete services and material types or outdated library technology.*

030 (General Encyclopedias)

5/X/MUSTIE *The most current encyclopedia is probably the one available online through TexShare or through your state's shared database resources, if applicable. For print encyclopedias, keep the most current one in the reference collection, moving older editions to circulate. Stagger replacement sets over a three to five year period. Older sets may be sold or circulated, but withdraw circulating sets once the copyright is more than eight years old.*

Other 000's

5/X/MUSTIE *Except for trivia books, which may be kept indefinitely or until no longer considered useful or interesting. Books of oddities, controversial knowledge, and the unexplained, including books on UFOS, should be weeded based on interest and MUSTIE factors more than copyright date. Quotation books (080) may be kept as long as they are useful, replacing or adding new titles to maintain currency. Directories for writers (Guide to Literary Agents or The Writer's Market, for example) should be kept no longer than two years as information becomes dated quickly.*

100 (Philosophy and Psychology)

This category focuses on philosophy, psychology, parapsychology, ethics, and logic. Some topics won't date quickly but others, like paranormal phenomena, may be trivial or focus on quickly fading fads.

101 (Philosophy)

15/5/MUSTIE *Most philosophy books do not become outdated and low circulation may be of limited value in weeding decisions. Weed based on interest and use, but maintain a range of titles that explore Western and Asian philosophies. Remove scholarly treatments that have limited use unless they are part of a local*

community college or university curriculum. Weed books that explain philosophies and introductory books that are not included in standard lists after three years without use.

133 (Paranormal Phenomena)

10/3/MUSTIE *Books on the paranormal generally receive high use and should be kept until worn. It will be necessary to replace lost and stolen titles regularly since this category includes the popular topics of witchcraft, fortune telling, dream interpretation, and astrology. High use and wear generally ensures that a fresh supply of books is available.*

150 (Psychology)

10/3/MUSTIE *Other than classics of psychology that may be used in community college and university courses, most titles in this category may be weeded based on popularity and use. Replace worn classics with new editions. Replace works on clinical, comparative, and developmental psychology within five to eight years.*

Review self-help books (158s) and discard titles that are no longer popular or of current interest or that have outdated ideas. Also consider weeding self-help books that have a copyright older than five years. Keep up with television psychology gurus and weed their books when no longer popular or on TV.

160 (Logic) & 170 (Ethics and Morality)

10/3/MUSTIE *Replace worn classics with attractive trade paperback editions. Discard if no longer of interest. Be especially aware of outdated philosophies on ethics and moral values and 'hot button' topics, such as euthanasia, genetic engineering, and sexuality.*

200 (Religion and Mythology)

Spiritual and devotional materials, the Bible and other sacred texts, and introductions to the world's religions are timeless. New interpretations of religion keep patrons reading and current editions of spiritual materials encourage use.

10/3/MUSTIE or
5/3/MUSTIE

Try to have something up-to-date on each religion represented by a church, synagogue, or other assembly in the community or region, as well as something on the well-known modern sects such as Scientology. Include timely and comprehensive information on the six major international religions:

Buddhism, Christianity, Hinduism, Islam, Judaism, and Taoism.

Use 10/3/MUSTIE except for areas of rapid change, which are 5/3/MUSTIE. This area can be difficult to weed because (a) many of the items are donated and librarians fear criticism from the donors, and (b) religious works SEEM like they should never go out-of-date. However, the language becomes dated, especially in books of sermons and religious thought. Keep classics by famous theologians as long as they are popular and in good condition. Weed superseded editions.

300 (Social Sciences)

This area includes a wide variety of topics, including sociology, folklore, culture, crime, and education. The collection should include information that represents various viewpoints on controversial issues and is current, accurate, and fair.

306 (Culture & Institutions)

5/2/MUSTIE *This section includes books on marriage, family life, and sexuality. Discard as interest in the author or title wanes. Unless a book has an historical approach, the topic is usually outdated within five years.*

310 (General Statistics)

2/X/MUSTIE *Almanacs and statistical handbooks are seldom of much use after two years; keep only the current volume and one or two previous editions except for historical handbooks. Keep the most current copy in the reference collection, transferring superseded copies to the circulating collection. **All** public libraries in Texas should have at least one general almanac and the Texas Almanac. Current census information is available online but print on demand copies and print copies of related demographic information should be discarded when new decennial census data is available. It's tempting to keep statistical data that is in electronic format, such as compact disk, but unless historical use is heavy, discard when new information is available.*

320 (Political Science)

5/3/MUSTIE *For books on current political topics, weed within five years of publication.*

General guides to the political process and the electoral system may be kept longer and are judged more on the basis of use

rather than copyright date. Retain titles on the US Constitution and the Bill of Rights regardless of circulation as these may be used more in-house. Replace as needed based on MUSTIE factors.

Books of local political history may be kept indefinitely.

Be aware of changes in political rhetoric and discard books with outdated ideas. Be aware also of how books in this classification area interrelate with titles in other areas, such as history. Discard books that compare democracy with political systems in countries that no longer exist (ex. USSR).

Weed books that focus on past presidential elections when they deal with issues that are no longer relevant to current campaigns.

323 (Immigration & Citizenship)

5/3/MUSTIE

Immigration issues change although the collection may also include books that look at historical elements. Remember that study guides for citizenship and ESL tests are available through the database, LearningExpress; in Texas check with your Library System to see if you have access.

Update items about how to obtain citizenship and study guides for citizenship tests as new editions become available. Retain histories of immigration to the US as long as interest warrants but be cautious about discarding primary source materials and guides that may be useful for genealogical research.

Weed biased or unbalanced and inflammatory items.

330 (Economics)

3/3/MUSTIE

Currency of information is the most critical factor in this area; patrons want to know what is happening today when it comes to finances. Money management guides and books on personal finance and real estate investing date quickly. Books on tax return preparation and estate planning must be current to account for changes in laws. Books on careers and job hunting should be updated frequently to ensure that requirements are current, although salary information will most likely always be outdated. Weed career guides with gender, racial, or ethnic bias. Even careers that seem fairly stable have experienced significant changes in the past decade.

Update items available in revised editions. Be aware of major changes in state and federal statutes and regulations, or changes in the general climate for a particular type of

investment. Classic books by well-known authors who are no longer writing, especially those that deal with principles and philosophies of economics, may be kept as long as interest exists or until MUSTIE factors prevail.

Weed books that offer advice on 'how to survive' past economic depressions or how to prosper from 'good times' that occurred in the past. Retain histories that explore and analyze important periods, such as the Great Depression, as long as interest warrants.

340 (Law)

5/2/MUSTIE

*Replace when more current material becomes available. **Never** keep superseded editions, even for heavily used topics like divorce or bankruptcy. Keep only the current edition or the edition approved for use in your community of the Uniform Building Code and similar code books for specific areas of construction.*

General guides on finding and working with an attorney or the basics of our legal system may be retained based on use. Study guides for law school should not be kept longer than 3 years; check with publishers to ensure that major changes in the text have not occurred.

Retain books that examine the history of major legal cases (Brown vs. Topeka) as long as interest exists or until MUSTIE factors prevail.

Remember that most government agencies now post the most current legal information, laws, and ordinances on the Internet.

350 (Public Administration)

5/3/MUSTIE

This section includes information about the administration of government, including civil service employment and the military. Standard books, like The US Government Manual, should be replaced as new editions become available. Discard older editions of reference type guides if they are available online unless intense local interest warrants keeping print copies.

Keep up-to-date; replace when state and federal administrations change or constitutional reforms occur. Histories of government agencies and the military may be kept as long as interest remains. Also retain classics (The Art of War by Sun Tzu), replacing when MUSTIE.

Test guides for civil service positions and entrance into the military should be discarded after 3 years or when MUSTIE factors apply.

360 (Social Services)

5/3/MUSTIE

This broad category includes drug and alcohol education, social problems and issues, true crime and criminology, and other social welfare issues.

Titles that deal with popular social issues should be weeded based on age (copyright) and popularity. Watch for social welfare topics that are changing rapidly, such as socialized medicine and end-of-life decisions, environmental issues, and dealing with addictions. Handbooks and guides that deal with interactions with people with disabilities, surviving cancer and other major illnesses, and long-term care needs should be scrutinized for outdated terminology and descriptors, as well as to ensure that treatment and long-term care options are current. Discard memoirs when interest in the person or subject wanes.

Copyright is not relevant for true crime. Classic cases, like In Cold Blood, should be replaced when MUSTIE factors are present. Cases with ephemeral interest can be weeded when circulation decreases significantly. Forensic sciences and criminology should be updated as techniques change or are improved.

370 (Education)

10/3/MUSTIE

Books in this section deal with formal and informal education at all levels, including homeschooling, ESL, and lifelong learning. Remember that current study guides and practice tests are readily available through the Learning Express database. In Texas, check with your Library System to see if you have access.

*Keep historical materials **only if used**. Discard all outdated theories; check with a teacher or principal if in doubt.*

Discard books about getting an education—college guides and entrance examination books—after five years. Most of the information will be outdated. Books about the education system in general and societal issues related to illiteracy and lack of education should be discarded when interest in the writer's theories wane.

Replace books on subject-specific curricula as those fields change. Visual appeal is the primary factor for books that offer ideas for lesson plans and activities.

390 (Customs, Etiquette & Folklore)

390–394 (Costumes, Customs, Holidays)

10/3/MUSTIE *Books of costumes and fashion history won't go out of date but discard books about specific designers or styles of dress as interest fades.*

Books about celebrations of life's milestones, wedding planning, and holiday celebrations should be discarded as fashions and customs change. Discard books that lack clear color pictures.

Holiday-specific books may only circulate once or twice a year. Discard books that are MUSTIE or that reflect gender, family, ethnic, or racial bias. Discard books by celebrities after their popularity has waned.

395 (Etiquette)

5/3/MUSTIE *Basic titles can be kept until new editions are available. Discard books for specific situations, such as global etiquette, teen manners, and such, as the illustrations become dated or acceptable practices change.*

398 (Folklore)

X/3/MUSTIE *Keep standard works of folklore indefinitely; weed according to use and MUSTIE factors. Folktales never go out of date, so copyright is not a factor. Weed based on the quality of the retelling, especially if racial or ethnic bias is present. Watch for collections that have become MUSTIE or that are not circulating. Replace standard collections with new, attractive editions. Most picture book versions of individual folktales will be classified in the children's collection.*

400 (Language)

10/3/MUSTIE *Discard old-fashioned and unsightly textbooks and outdated books of grammar. Books that explore the history of languages and word origins should be discarded when MUSTIE.*

Replace stock dictionaries for major foreign languages (e.g., French, Spanish, Italian, German), and any other languages being studied or spoken in the community on a rotating basis to ensure currency.

English language dictionaries should be replaced five years after copyright except for unabridged dictionaries. Update those when new editions are published.

500 (Natural Sciences)

This Dewey classification includes science fair projects and experiments, books on all of the areas of natural science, and books on mathematics. Some areas change rapidly, while others are more static. Recent circulation will not be a good determining factor in high interest areas, such as dinosaurs or science experiments; however, lack of circulation is a good indicator that the book is no longer useful.

5/3/MUSTIE

Carefully evaluate anything over five years old. Pay particular attention to the physics, environment, and astronomy sections. Keep basic works of significant historical or literary value, such as Charles Darwin's classic Origin of Species, or Michael Faraday's Chemical History of a Candle. Replace worn copies with new editions. Watch for multi-volume sets; if the titles are not indexed individually it may be necessary to weed the entire set, especially if the set is cataloged as a single entry.

507 (Science Experiments)

10/3/MUSTIE

Many of the science experiment books may be in the children's collection but collections of experiments for teachers will be in the general collection. While many experiments are considered to be 'classics,' examine books for outdated and unsafe practices.

510 (Mathematics)

10/3/MUSTIE

Math does not change as rapidly as other subjects, so weed primarily on MUSTIE factors and lack of use.

Replace older materials on algebra, geometry, trigonometry, and calculus with revised editions. Discard books that focus on outdated teaching methods and techniques, such as books that feature 'new math' or that focus on slide rules as the primary method for making calculations. Also discard past fads.

Discard workbooks and test study guides that have been written in or that are MUSTIE. Remember that many of these tests are provided through the LearningExpress database. In Texas, check with your Library System to see if you have access.

520 (Space and Astronomy)

5/3/MUSTIE

Major changes have occurred, so weed titles that include Pluto as a planet or that don't include information on the space station and Mars expeditions. Stargazing books may be retained longer but should be attractive and mention relevant technology.

550 (Earth Sciences)

X/3/MUSTIE

This section includes earthquakes, volcanoes, and other geological topics. Weed books that do not reflect current theories and science on geological activities. Also weed books that have outdated information on major disasters, such as the eruption of Mount St. Helens and replace with recent books that examine the long-term aftermath.

Geology books on specific regions, especially Texas, may be kept indefinitely, or until superseded by newer editions.

All general materials should be replaced when new developments occur in the field (e.g., theories about continental drift and plate tectonics have been revised in recent years).

Field guides for amateur fossil, gem, and rock hunters can be kept for up to 10 years if physical condition allows or until circulation drops, unless the area described has changed dramatically through man-made activities or natural events. Replace with up-to-date attractive titles that include clear photographs.

Weed books on meteorology that do not reflect current weather technology or that include historical weather charts that are more than ten years out of date.

560 (Paleontology)

5/2/MUSTIE

Current research has changed the previously more static world of fossils. Discard materials that are not being used, as this is one indicator that the information may be out of date. The popularity of topics like dinosaurs may mean that even outdated books are checked out. Discard most books that lack color illustrations.

Field guides may be kept longer, especially those that cover local regions and the Southwest. Discard older editions as newer ones are received.

570 (Life Sciences)

7/3/MUSTIE

Retain indefinitely classics in the field (Darwin's Origin of Species) replacing with updated editions as wear warrants.

Use 5/2/MUSTIE for books on genetics, genetic engineering, human biology, and evolution due to rapid changes in scientific practices.

Weed titles on ecology that appear dated, even if the information is still accurate. Watch for books that are sensational in tone.

580 (Botanical Sciences)

10/3/MUSTIE

Botany changes less rapidly than some other areas of science. Weed books that lack color illustrations or that appear dated. Be aware of field guides that promote edible or medicinal plants and herbs to ensure that they meet safety guidelines.

600 (Technology, Applied Sciences)

610 (Medicine & Health)

5/3/MUSTIE

Weed ruthlessly when it comes to current medical practices. Patrons rely on up-to-date information and outdated information can be dangerous. Keep only the current year plus the previous year (one reference, one circulating) of Physician's Desk Reference (PDR) and other prescription and over-the-counter drug directories, replacing when new editions become available. Do not keep drug guides that are more than three years old regardless.

Regularly review books on fast changing topics, such as AIDS, fertility, cancer, and genetics to ensure that the information is up-to-date and accurate.

Anatomy and Physiology do not change as rapidly as other topics.

Weed unattractive titles, especially those that lack good illustrations. Retain the current edition of classics, such as Gray's Anatomy in the circulating collection, although historical facsimile editions may be retained in reference indefinitely.

629 (Automobile Repair)

X/2/MUSTIE

Automotive repair manuals don't go out of date, so weed primarily on use and condition. If a repair manual has not circulated in two years, it is no longer of use in your community. They get dirty quickly; discard when they are

beyond hope or are falling apart. Be especially ruthless in weeding if your library has access to online databases, such as Chiltonlibrary.com, that provide repair instructions and schematics.

630 (Agriculture)

5/3/MUSTIE

Keep up-to-date; be sure to collect information on the newest techniques and hybrids if you serve farmers or ranchers. Books with current information will probably include discussion of biotechnology and genetic modification. Regardless of use, discard books with outdated and dangerous ideas, such as pest control using DDT.

635 (Horticulture)

10/3/MUSTIE

General gardening books may be useful for a long time, so circulation is the main weeding criteria. Books about propagation of specific flowers or plants are considered outdated after 10 years. Books that focus on organic gardening and the use of pesticides and chemicals should be reviewed for accuracy and currency of information after five years. Discard books with black-and-white photographs in favor of more colorful illustrations.

636 (Pets)

5/2/MUSTIE

Histories of specific breeds don't necessarily go out of date but the collection should include books with current photographs and recent 'best of show' winners. Discard titles for once-trendy breeds that are no longer popular in your community. Veterinary medicine and animal care has changed significantly in the past ten years. Discard titles that encourage outdated and cruel methods for obedience training and behavior modification.

640 (Home Economics)

5/3/MUSTIE

Be ruthless in weeding old cookbooks. Physical condition is the main criteria as cookbooks that are well used become grungy quickly. Also weed books by celebrity chefs and television cooks once their popularity has waned. Weed cookbooks that are based on popular diets (e.g., The South Beach Diet Quick and Easy Cookbook) once the diet is no longer popular. Replace classic cookbooks, such as The Betty Crocker Cookbook, with new editions when available.

Books on nutrition and food preparation should reflect current scientific practice. Any titles that mention the four basic food

groups should be replaced with titles that discuss the food pyramid.

Discard books on sewing when the styles reflected in the illustrations and projects are dated.

649 (Child Rearing)

5/3/MUSTIE

Keep abreast of changing trends and new theories; replace standards like Dr. Spock's Baby & Child Care when new editions are available. Weed books that reflect outdated ideas about gender roles in childrearing.

670 (Manufacturing)

10/3/MUSTIE

Weed based primarily on use and condition. Keep repair manuals for appliances indefinitely unless the technology is so obsolete that no one in the community is likely to repair the equipment. Some resources may contain information of historical value. Keep works on tools, farm implements, etc. that are still used in your community. Be wary of older books on desktop publishing and printing technology.

700 (The Arts)

This Dewey area includes a wide range of disciplines, including topics that change rapidly along with historical treatments that remain useful for long periods of time. Often books are oversized and may be used primarily in the library.

709 (Art History)

X/3/MUSTIE

Art histories often cover major periods and schools or specific regions of the world. While information may not become dated, watch for cultural, racial, and gender biases. Discard scholarly works that are not useful to your community in favor of materials for students and general readers. Discard books that don't include good reproductions of major works of art.

720 (Architecture)

X/3/MUSTIE

Histories of architecture may include general surveys or specific time periods and regions. Historical treatments do not date quickly.

Books featuring house designs and plans should reflect current building methodologies and current tastes in design. Generally discard home design books after ten years regardless of circulation. Be aware of changes in building codes. Evaluate books on trends (such as feng shui), that feature celebrity designers (Martha Stewart's New Old House), or that are

based on television shows (This Old House) when interest has waned.

737 (Numismatics) 769 (Stamp collecting)

5/3/MUSTIE

Keep stamp and coin catalogues up-to-date, replacing books that provide market valuations and price guides after 5 years. Keep a current edition and one previous edition of price guides that are updated yearly. Consider keeping the current edition of books like The Official Blackbook Price Guide to US Postage Stamps in reference, circulating the older edition if interest is high. Historical treatments of ancient, foreign, and commemorative coins and stamps may be kept indefinitely as long as interest is maintained. Many books on these topics will be used in-house.

740 (Drawing & Decorative Arts)

X/3/MUSTIE

Books that feature drawing styles and instruction should be weeded based on use and appeal. Retain basic technique books if well illustrated; replace worn and dated materials. Replace books on cartooning and compilations of popular comic strips (Peanuts, Mutts) as they become worn unless interest in the particular cartoon characters has waned. Consider reclassifying graphic novels not based on comic strips from 741 to a unique classification that gathers them together. Although Dewey indicates that graphic novels be placed in 741.5, many patrons prefer that they be shelved in a separate location.

Keep all materials on the history of interior design that are in acceptable condition. Discard books that feature general home decorating ideas after 5 years in favor of books that review established and distinct decorating styles (Southwestern, Caribbean). Discard books that feature outdated colors and patterns.

Keep books on antiques and collectibles, especially identification and price guides, until new editions are available. Discard books that don't have good photographs or that are simply lists of auction prices without good descriptions.

Skills required for most crafts don't change over time. Discard craft books based on use but watch for outdated styles and materials. Discard books on crafts that are no longer popular (macramé) or that feature gender bias.

770 (Photography)

5/3/MUSTIE

Check closely for outdated techniques, and especially outdated equipment; if in doubt, check with local photography club or buffs. Works about specific photographers, especially historical figures, may be kept as long as there is interest.

791 (Public Performance)

10/2/MUSTIE

This section can include memoirs of actors and performers writing about their craft and overviews or histories of film genres (e.g., horror film, best western movies). It also includes books of trivia based on popular movies and television shows. Weed based on interest and condition.

793-796 (Games and Sports)

10/3/MUSTIE

Discard and replace as rules and interests change. Watch for gender and racial bias in sports and athletics. Discard books that have outdated statistics.

Handbooks on popular electronic games may be difficult to replace; retain as long as the games are played in your community.

800 (Literature)

In most public libraries, general (or popular) fiction is cataloged in a separate area and the 800s are reserved for collections of poetry and prose, literary criticism, and, frequently, works of literature by non-Western authors. See the Fiction section (below) for works of popular fiction.

Copyright is not relevant for literature but older editions that are MUSTIE rarely circulate.

X/3/MUSTIE

Keep basic materials, especially criticism of classic writers. Discard any works of minor writers no longer read in the local schools, unless there is an established demand among the non-student population. Discard older editions of classics that have unappealing covers and yellowing pages, replacing with newer copies or paperback editions. Remember that classics that are being read won't be weeded—don't keep classics just because they are classics!

Check with local schools and community colleges for assignments or reading lists and check discards against these lists.

Discard collections of poetry and short stories that are not being used. Series that collect the 'best' short stories of the

year are rarely read after five years. Also consider weeding collections that are not indexed.

Discard books of wit and humor that are not circulating. Watch for collections that feature gender or nationality bias and outdated interests and sensitivities.

900 (History and Geography)

910 (Geography and Travel)

3/2/MUSTIE

Guidebooks (such as the Fodor series or Mobil travel guides) are outdated within a year or two. Keep no longer than three years. Historical travel guides, especially those that deal with local attractions (books about Route 66, for example), may be kept longer for archival purposes if interest exists.

Watch for changes in country names and for political changes that result in new or reformed countries. (Weed books that still refer to the USSR rather than individual countries, for example.) Atlases should be current, except for historical atlases, and replaced after major changes in political divisions occur.

5/2/MUSTIE

Weed personal travel narratives on use and interest, unless of high literary or historical value.

930-999 (History)

10/3/MUSTIE

Consider demand, accuracy of facts, and fairness of interpretation when reviewing histories. Carefully review histories of countries where major political and geographical changes have occurred. Discard older histories that don't reflect the unification of Germany or Vietnam or the break-up of the Soviet Union, for example.

Consider discarding personal narratives and war memoirs of World War II, the Korean Conflict, and the Vietnam War in favor of broader histories of these conflicts, unless the author is a local person, or the book is cited in a bibliography as having an outstanding style or insight.

Discard dated viewpoints (e.g., the McCarthy Era "World Communist Conspiracy" theory of modern history).

Retain books that collect primary documents or include archival photographs unless the reproductions are of poor quality.

B or 92 and 920 (Biography)

X/3/MUSTIE

Unless the person treated is of permanent interest or importance, such as a U.S. President, discard a biography as soon as demand lessens. Replace biographies of people of ongoing interest with newer titles, at least once a decade, as interpretation of their lives and public perception of their impact will change over time. New information about their activities and accomplishments may be discovered.

Ruthlessly weed ghost written biographies of celebrities and biographies that were published immediately following the person's death or a major scandal. Poor quality biographies of major figures should be replaced with better ones, when available.

Biographies of outstanding literary value, such as Boswell's Life of Johnson, can be kept until worn.

Collective biographies usually focus on people from similar disciplines, racial, ethnic, or cultural groups, or geographic areas. Watch for outdated interests and collections that feature gender or race bias.

F (Fiction)

X/2/MUSTIE

For most public libraries, circulation is the primary factor for weeding fiction. Discard works no longer in demand, especially second and third copies of past bestsellers. Retain works that are in demand and/or of high literary merit, but replace worn copies with new editions. Discard lesser works by classic authors if they are not circulating. Consider discarding all titles in a series if you are not able or willing to replace missing titles, especially if the books do not stand alone.

Graphic Novels

X/1/MUSTIE

Graphic novels are a format, not a genre, and can be classified in the adult, young adult, or children's collection depending on content appropriateness. Most are paperbacks but more and more are being released in hardcover editions. Because of their popularity, consider weeding any title that hasn't circulated in the past year. The exception would be classics or milestone titles such as Maus: A Survivor's Tale that might not circulate as heavily but will be discovered by serious graphic novel readers. Popularity is a major factor in selecting graphic novels and shelf-sitters make it harder for readers to find the graphic novels they are seeking.

Condition is also a big factor in weeding. Weed titles that are falling apart, have missing pages, etc., but also consider weeding later titles in a series if you cannot or don't want to replace earlier missing titles.

Periodicals (Also Newspapers)

3/X/X

Libraries used to bind most periodicals but the availability of online databases has made this an unnecessary and, in most cases, a wasteful expense. Keep in mind that most patrons rarely refer to a magazine that is more than three years old. Only bind quality periodicals that are in constant use for research (e.g., National Geographic) and that are unavailable in online databases.

Most popular newspapers are now available online. For the local newspaper, see section, "Local History."

Government Documents

3/2/X

The federal depository library program is currently being studied and may likely change in the future. Already many government documents that were previously available in print format are only available electronically. Libraries that serve as official depositories of federal or state documents are required by law to follow established procedures governing weeding outlined in the agreement that established the depository library.

For non-depository libraries, documents should be discarded when superseded. Also discard documents that are not being used and are available in electronic format on the Internet. If a government document is cataloged in the general collection, weed according to the guidelines for that Dewey area. Refer to The Federal Depository Library Handbook, at <http://www.fdlp.gov/handbook/index.html>, for its suggested core collection by library type. This document indicates whether basic titles are available in print or electronic format.

Nonprint (Audiovisual) Media

Depending on your collection, nonprint can include a wide variety of formats and the formats are rapidly changing. Except for items of local and regional history and archival materials, most nonprint material can be evaluated on the WORST formula. Current use and condition are more important than copyright date or production date. Although the CREW formula includes copyright criteria, rely more on

condition and circulation. Consider weeding any nonprint item that doesn't circulate several times a year.

WORST

Worn out, Out of date, Rarely used, Supplied elsewhere (available through ILL), or Trivial and faddish. Monitor statistics of use for these materials and view/ listen to them periodically to determine their condition. See the section, "CREWing Nonprint Media" for more detail on individual formats.

Film Formats

(DVD, videocassette, Blu-Ray)

2/1/WORST

Videocassettes are disappearing from library collections as suppliers have mostly discontinued the format. If local interest exists, the videocassette collection may remain vital through donations. Examine closely after approximately 150 to 200 circulations. Weed videocassettes that are not circulating at least once a year. Replace worn copies of popular titles with DVD, if possible. Relocate children's videos for use in children's programs only if the library has public performance rights.

DVDs may or may not hold up to wear better than videocassettes. Check for scratches and discard if polishing is unlikely to repair the damage. Don't spend a lot of time trying to fix problems! It is generally not worth the time and effort and it takes special equipment to do a good job.

Be wary of DVDs that were not produced for use in the United States. Few patrons have players that will play DVDs created for other regions of the world.

New formats are developing and as of 2008 Blu-Ray appears to be the winner in the current high definition optical disc format wars. Eventually this format will replace DVDs in library collections although players are backwards compatible so patrons with Blu-Ray players can also use DVDs. Weed based on condition and popularity.

Audio Formats

(Music, audiobooks)

X/2/X

Music and audiobooks are available in several formats, including vinyl, audiocassette, and compact disc or MP3 disc. Copyright date has little impact on weeding decisions.

Few libraries currently maintain collections of vinyl recordings. Most vinyl in public libraries is for musical

recordings. If your collection includes them, weed based on use and availability in other formats. Discard when scratched or when the sleeve becomes tattered.

Weed music on audiocassette or compact disc formats based on condition and recent circulations. Any item that has not circulated within the past two years is most likely 'dead.' Do not spend time trying to repair audiocassettes. Compact discs are pretty durable, although they are not as indestructible as originally believed. It's probably a good idea to discard any compact disc that is more than 20 years old. If a compact disc can't be cleaned easily and quickly, then discard. Most cleaning equipment can only remove light scratches.

Audiobooks are available in audiocassettes and compact disc sets, although many libraries are circumventing the format decisions by subscribing to downloadable services. Weed based on circulation and condition. Discard sets if one or more component is missing unless the producer can supply a replacement (many do this free or for a small fee). It is generally not worth the time to try and repair audiocassettes; you will have limited success cleaning more than minor scratches out of compact discs.

Local History

X/X/X

Your library is also the logical archives of the community, and, in many cases, of the county. Retain all books on the history and geography of the city and county unless worn and not repairable. Retain local newspapers for up to five years if they are not available electronically or on microfilm. If the library is the only repository for the local newspaper, consider microfilming past editions. Brittle newspaper or fragments have little value in research. Keep local city directories. Keep most books by local authors (even if of minimal literary value) and genealogies of important local families.

CREW Guidelines for the Children's Collection

Most children's books can be evaluated in part on the guidelines provided above. However, additional considerations must be taken into account and the CREW formula may be different in some cases. Children rarely know what is on the *New York Times* bestseller list and they don't read reviews. Many older titles remain popular through many generations, and of course, parents and caregivers may seek out books that they remember fondly from their own childhood. While we all judge books by their covers, children's books may become MUSTIE more quickly due to heavy use. Unless forced to read a book for a school assignment, most children won't pick up books that look old and stodgy. Teens in particular prefer paperback formats for leisure reading. In addition to the considerations provided above, use the following guidelines when weeding the children's collection.

E (Easy Readers/Picture Books)

- X/2/MUSTIE *Evaluate all materials carefully using MUSTIE as a guide. Replace popular titles that are torn and worn or that have been 'loved' too much.*
- Weed any book that has not circulated in the past two years. Picture books are so heavily used that every title should go out at least once in a two-year period.*
- Discard any books that are not suitable for library use, including those with inferior bindings. Replace as soon as possible books that have been rebound and don't have attractive covers.*
- Books that feature popular and commercial characters should be weeded when interest has faded or the television show is no longer shown.*
- Weed books that reflect racial and gender bias. Consider moving classics that may be used by children's literature classes to the adult 800s.*
- Use resources like A to Zoo by Carolyn Lima to determine the likelihood of continued usefulness to the collection.*

JF (Juvenile Fiction)

- X/2/MUSTIE *Evaluate carefully for MUSTIE factors. Copyright is less important than use, but consider weeding anything that hasn't circulated in the past two years.*
- Weed based primarily on current interest except award books and those on school reading lists (e.g., Newbery Award, Coretta Scott King Award, Bluebonnet lists). Weed older award winners if they have not circulated in three years, or*

replace with a newer hardcover or paperback edition with contemporary cover art.

Evaluate closely for outdated styles, artwork, and mores, or biased viewpoints. Discard if format and reading level are not appropriate to the current interest level of the book. Discard topical fiction on dated subjects and cultural fads.

Discard abridged or simplified classics in favor of the original unless the particular abridgement has been very favorably reviewed.

YA (Young Adult) Fiction

3/2/MUSTIE

Keep this section very current. Any item that has not circulated within two years should be considered ‘dead’ and removed (and anything that hasn’t circulated within the past year is suspect and should be evaluated for promotion, relocation, or discard).

Discard YA fiction with outdated illustrations, story lines, or subjects. Classics (such as The Pigman by Paul Zindel or The Chocolate War by Robert Cormier) are not subject to the copyright guideline but should be replaced with newer paperback editions. Check for updated editions of popular classics like Forever by Judy Blume that have had terminology and situations updated for contemporary readers. Discard any YA fiction that has been rebound and lacks attractive cover art.

J and YA Nonfiction

Use adult criteria for each Dewey category, but look especially for inaccuracy and triviality—common faults of over-simplified children's nonfiction. Discard titles that are outdated regardless of condition. Many children’s books are purchased in library editions that never fall apart! Do not retain books that have erroneous and dangerous information simply because the book is still in great shape.

See the chapter, CREWing Children's Materials for additional general criteria.

What to do with Weeded Books: Types of Disposal

Every library will have its own method for handling books pulled for discard. Some use a printout from the online catalog to record disposition decisions. Others use a preprinted disposal slip that allows other staff to know how to process the discard.

The CREW method is well suited to using a simple, preprinted disposal slip (placed in each book when it is pulled) that indicates whether the book is to be sold, donated, destroyed, mended, transferred, rebound, or replaced. Mend sparingly! Mending should not require longer than fifteen minutes nor be so extensive as to ruin the materials' appearance. Any item that cannot be mended within this time frame should be disposed of and replaced, if use warrants, with a newer copy or edition.

Bind sparingly! Before sending a book to a bindery, determine whether the continued value and use in the collection warrants the time and expenses to bind. Compare the cost of rebinding with the cost of a new copy or edition. Often, a new copy is almost as inexpensive and is more appealing; a rebound volume is not as attractive as a new book. For out-of-print titles and titles of important local interest, rebinding is the best option. You may wish to remove and save the plastic covered dust jacket and/or barcode label from the book before sending it to the bindery, since they might possibly be reused on the rebound volume.

There are five basic ways to dispose of print or nonprint materials:

Sell It: to the public, either at a large annual sale or from a continuous sale rack; or to a used book dealer or pulp dealer, usually in large lots, or through online sales.

Donate It: donate books to a hospital, nursing home, adult or juvenile correctional facility, charitable institution, school district, or to a small library struggling toward system membership.

Trade It: with another library, or with a used book dealer, for a book your library can use.

Recycle It: by using a local contractor, perhaps in cooperation with local government agencies.

Destroy It: by burning in an incinerator or by tossing it into the trash. If the latter method is used, be sure the books won't be seen by someone passing by. Citizens might misunderstand the reasons for destroying 'valuable' books.

Each method of disposal has its advantages and drawbacks, and its own preconditions:

SELLING promotes good public relations and is potentially profitable if the materials have some residual value, and if selling is done with the clear understanding that the items may contain dated information. Mark all discards clearly to avoid donations from well-intentioned, but ill-informed, patrons who return the books to your library. Books that cannot be sold should be recycled, destroyed or sold with other hopeless cases to a pulp dealer (if one is within driving distance).

Keep in mind that your governing authority (city, county, district) probably has rules about selling items that were purchased with taxpayer funds or that were donated to the collection. Be sure that you follow the rules! In some cases, it is a matter of wording the transaction properly to remain within the rules. For example, it may be okay to sell ‘surplus’ materials or the ‘asset’ may need to be transferred to a group, such as the Friends of the Library, who can then handle the sale of weeded items.

Most Friends groups hold annual or semi-annual sales that can be great community events. Others may instead, or in addition, hold ongoing sales. Most books are priced at fifty cents or a dollar, although special, collectible books may be individually priced. The idea is to generate as much money as possible without spending too much time sorting and pricing. Book sales also promote goodwill and generate publicity for the library.

Many Friends groups are beginning to use online sellers to make money for the library or donate unsellable books to organizations. No program is perfect, and none is endorsed by the writer of this manual or the Texas State Library and Archives Commission. Research for yourself options offered by each company or program before making a decision. Various online sellers such as Better World Books, <http://www.betterworldbooks.com/>, Cash 4 Books, <http://www.cash4books.net/>, and Blogistics, <http://www.blogistics.com/>, purchase used books directly from libraries. Each company has specific requirements related to condition (ex-library books may not be saleable but you may make money on donations that can’t be added to the collection). Friends of Libraries USA (FOLUSA) offers some tips on online selling on their Web site, <http://www.folusa.org/resources/selling-books-online.php>.

Some governing agencies require, or offer as an option, that old books be sold as surplus through the agency’s purchasing department, although rarely does the library benefit from any proceeds of the sale.

As a goodwill gesture, consider giving away books that don’t sell at the book sale. If local rules permit, allow interested people to cart off the excess inventory, saving the library the expense of hauling the books to the dump. This also allows the library to avoid public relations issues that may arise if the community perceives the library as ‘throwing away perfectly good books.’

DONATING is not a profitable method, but promotes good public relations if only very good discards are disposed of in this way. Giving away junk does not promote good public relations, nor does it help the recipients. A childcare center, for example, will remember kindly your donation of picture books even if the covers are shabby. You may gain a regular customer for your prettier new picture books and a dozen regular patrons for your preschool story hour by sincerely considering the wants and needs of the recipient of your discards. For good quality books that are too technical for your collection, check with local universities to see if they can use the items. Even books that include outdated

information, stereotypes, and such may be useful for a museum or history center that focuses on the population or topic.

If a book depository or branch is planned, you might store discarded second and third copies for such a purpose if they are in good condition and are likely to remain viable in a collection. Consider donating duplicates that are in good condition to a local hospital, literacy program, nursing home, or an adult or juvenile correctional facility (especially paperbacks and large type books). Do not donate books that are in poor condition or that contain dangerously outdated information! You are simply passing your junk on to someone else!

Be wary of patrons who suggest that the library donate used books to projects in other countries or outside your area. Shipping books to Africa is very costly and it does little to help developing areas if what is being shipped is old, in poor condition, and outdated. Some libraries are willing to donate materials to groups that work with such projects as they know what is useful and what is junk. See ALA's Fact Sheet 12, "Sending Books to Needy Libraries: Book Donation Programs" available online at <http://www.ala.org/ala/aboutala/hqops/library/libraryfactsheet/alalibraryfactsheet12.cfm> for information on organizations that do want books for specific projects.

TRADING your 'best' discards is both excellent public relations and a shrewd financial move. Trading works with only two specific classes of discard: the high quality (or, at least, well-reviewed) item that is nonetheless of no interest to your community (e.g., a shelf sitter in Del Rio might be dynamite in Pampa, and vice versa); or the occasional donated duplicate of a good book of less than two-copy demand. Inquiries about trades can be made over the phone, by email, by letter, or as part of the business of the Texas Library Association annual conference or regional system meetings. If you are interested in trading, check out the Duplicates Exchange Union, <http://www.ala.org/ala/mgrps/divs/alcts/mgrps/ecom/duplicatesexch/duplicatesexchange.cfm>. Membership is free and open to libraries of all types. Members exchange lists of available materials (as well as want lists) electronically. The requesting library pays for mailing items if the cost is above a set amount. Be sure that local ordinances allow the trading of assets that have been purchased with taxpayer funds.

RECYCLING services are now widely available and many communities encourage 'going green.' Recycling not only saves resources and improves the environment; it also helps control the rising costs of new books by holding down paper prices. Many community recycling programs accept the 'slick' paper that most magazines and vendor catalogs are printed on, as well as newsprint, making it easy to recycle discarded magazines and newspapers. Unfortunately, it is very difficult to recycle books. Paperbacks can often be recycled, but hardbacks are usually only recyclable if the covers are removed, a job that is very time consuming. Check with local recycling companies to ensure that you are not simply passing along 'garbage' that will either foul the recycling process or need to be hauled to the dump by someone else.

Children's books that are worn or damaged beyond repair may also be 'recycled' by laminating the illustrations and putting them on craft sticks to make puppets for library storytime, local child care centers, or teachers, or for creating flannelboard versions of popular stories. Many crafters have begun to 'recycle' books into works of art such as hollowed out 'book boxes' to hide valuables or store items, or turning them into purses and other items. See the Altered Book website, <http://www.alteredbookartists.com/>, for an amazing assortment of art made from old books.

DESTRUCTION should be reserved for materials in the worst physical condition, the absolutely hopeless cases, and then only as a last resort if the books cannot be recycled or sold for pulp. The advantage of this method is that it requires minimal time and effort. The major drawback is that the library derives no benefits, in money or public relations, from the discarded materials. Besides contributing to the already overflowing landfills, this method of disposal is likeliest to cause a 'weeding controversy,' since many people are shocked by the 'waste' of throwing 'good books' on the trash heap. Also, 'book burning' has unpleasant connotations. If you can explain that only those books and nonprint items in the worst physical condition get this treatment, you may be able to avert negative publicity. Another potentially embarrassing situation that can occur is for well-intentioned patrons to 'find' library books in the trash and assume vandals have put them there. Although this method of disposal cannot be avoided, it should be the last resort.

Epilogue--Encouraging the Hesitant Weeder

Hopefully, this manual has already capably demonstrated the place of weeding in the cycle of library service, the benefits of regular CREWing, and the streamlined simplicity of the CREW method. However, there are several common objections to rigorous weeding often heard from librarians not comfortable with the task. Since they serve to justify keeping collections unweeded and unreviewed, they need to be considered in this manual.

I am proud of having a large selection of books for my patrons. Besides, I need to have enough volumes in the collection to remain a system member or meet standards.

BUT - Quality counts more than quantity, both with the patrons and with the Texas State Library & Archives Commission. While the State Library will not automatically disqualify you for system membership without taking other factors into consideration, annual statistics that show virtually no discards could indicate that the collection may be outmoded or growing in a haphazard fashion. **A good library is not necessarily a big library.** The level and quality of service the library can offer is of utmost importance. Of course, if the size of the collection is very near the minimum required for system membership, it simply cannot be weeded quite as strictly as a library collection safely over the requirement. In such cases, libraries concerned with going below minimum requirements should check with the Texas State Library & Archives Commission for more information. Once the volume count exceeds the library's shelf capacity, however, full-scale CREWing should be done in earnest. For service, efficiency counts more than raw size. Ask your regional system staff for help in procuring newer, higher quality books. An outdated book added to your collection today costs money (the time you spend processing the book) and will be of little or no use to your patrons.

I don't have the staff time. We are too busy performing more critical library tasks.

BUT - If you have the time to select new books, then you have the duty to weed those that are no longer useful to your collection. No one has all the time needed to do important tasks, but you **MUST** find the time to weed. Your library's image, credibility, and quality of service are at stake. To help find the needed time, make it a regular part of your routine, and use the guidelines in this manual to help make it a time-efficient process.

If I throw this book out, I just know someone will ask for it tomorrow.

BUT - This situation seldom actually occurs and is certainly less common than a patron asking for a book you decided not to acquire for the library in the first place. A detailed weeding study conducted over a three-year period at Yale University revealed that in two years, only 3.5% of the weeded items were asked for.¹⁷ In fact, a book that has not been used in the past five years is unlikely to be used in the next five. The ‘weeded needed’ will be few, their absence is less harmful to public relations than a habitually cluttered and unreliable collection, and most likely they are still accessible through interlibrary loan. Moreover, CREW cuts down on the number of ‘asked-for unacquired,’ by alerting the librarian to gaps, losses, and the full range of materials available. The reality is that if no one is using the book, you are probably the only one who will miss it! Remember that the best items in your collection are the items that are being used.

THE COLLECTION WEEDS ITSELF—WE LOSE BOOKS EVERY DAY!

Losing books to theft or non-return doesn’t count! Those are books someone wanted enough, presumably, to keep instead of bringing it back to the library. Attrition from loss and theft certainly means you need to replace some of those books with newer editions or different titles but you are putting them back on shelves that are crowded with a lot of books that aren’t worth stealing, or borrowing.

Well, this old book may be rare and valuable, even a first edition!

BUT - Even if the old book dates back before 1900, chances are one in several thousand that it is worth even as much as \$5.00. Ex-library books, even when they are otherwise valuable titles, are rarely of interest to collectors. Why? Because libraries mark up the books with accession numbers, bar codes, property stamps, etc., and the books have often received heavy use.

Only a handful of unique copies, authors' personal copies, or other treasures sell for more than a few dollars. Old books are overwhelmingly rubbish or cheap curios. They almost never deserve the glass-fronted cases or separate stacks they too often receive at the expense of library space, time, money, and usefulness. ‘First Editions’ are also worth very little, especially when ‘damaged’ by library markings and worn by use, except in rare cases where only a handful of copies remain. The first edition of an unimportant book is worthless, even if it is unique. A high-priced (\$30.00 or more) first edition is almost always a classic or near classic that was not appreciated when it was first published. If you have never heard of the title, it almost certainly is not of this sort.

¹⁷ *Weeding Library Collections: Library Weeding Methods*, 3rd edition, 1989, p. 50, 52.

If you still think you have a valuable book, check some of the online out-of-print book websites like Alibris, <http://www.alibris.com/>, or ABE Books, <http://www.abebooks.com/>, to see if there is any market for the item. (ABE Books also provides interesting articles about collectable authors—if you have ANYTHING signed by J.K. Rowling, get it off your shelf—and other topics that may help you locate saleable items in your donations and discards.) If the book is in fact worth more than a few dollars, weed it and sell it! If you are selling a large number of books that you believe to be valuable, contact a reputable antiquarian book dealer for their estimated auction value of the book. Most real rare books are sold at auctions in New York or London.

If I discard a book because it has not been used, isn't that admitting publicly that I made a mistake in selecting it?

So? You are human! Every librarian makes those kinds of mistakes. In many cases, books we select are NEVER used by a patron. Selection is not based on scientific formulas or objective measurements. To a very large extent, selection must be based on the librarian's judgment of books and expectations of what people will want to read. However, there are millions of books available, and over 50,000 new books released every year. It's impossible for even the best librarian to always 'be right.' Judgment can be sharpened by training and experience, but it can never be made infallible.

Isn't weeding really just irresponsible destruction of public property?

No. As explained in the first part of the manual, weeding is a very constructive process that increases the library's ability to give a 'full service value per dollar' and that improves the appearance and comfort of the library building. As for 'irresponsibility,' the CREW method's very first step involves checking any possible legal constraints specifically to avoid violating civic responsibilities. Further, destruction by trashing or burning is not the only method of disposal; in fact, it is the last-choice option. Weeding library materials that are no longer of use is no more 'irresponsible' than discarding broken equipment from the recreation center or repaving a road that has become worn from use. Ask if the police department still has old uniforms and vehicles!

We need to have something (or anything) on this subject. And we need every copy of this classic for the school rush.

BUT – Is ‘something’ really better than ‘nothing’ when it is outdated and erroneous? Ask yourself if you would use the book to do your own research. Would you want your child’s grade to depend on using outdated information? If ‘something’ is needed on a subject, then a good resource that will be used is called for. If it will not be used, even the only book on a subject, such as paleobotany, is simply cluttering the shelves. If an unused book takes up space, an inaccurate book is worse. If you really need a resource on a particular subject, acquire something new, accurate, well written, and sturdily bound. If it is within the library’s mission to provide enough copies of classics to meet the needs of a class of students, then those extra copies could be kept in a storage room until the rush or replaced with clean, easy-to-store, attractive, inexpensive paperbacks.

Remember that CREWing entails a **continuous** process of **review, evaluation** and **weeding**. Weeding itself should be an ongoing, routine part of the work schedule, not a onetime operation or a ‘once in awhile’ project. Maintaining this cyclical process will prevent the buildup of unused, unwanted and damaged materials, which in turn leads to a monumental weeding task after months or years of neglect. In the long run, CREWing actually improves the quality of your library and enhances its reputation for providing accurate and dependable service in uncluttered, pleasant surroundings. In the short run, it augments the library director's professional judgment and working knowledge of the collection.

The point of weeding, and of CREWing, and of all other library functions, technical or public, is to provide your patrons with better service, clearer access to the world's knowledge, and entertainment. By streamlining your collection for efficient and reliable use, you are making it easier and faster for the people of your community to find the facts, phrases, and stories they need. Therefore, take this manual and discuss the matter with your staff, volunteers, and Board. Think about it for a while. Then, start working toward efficient, effective service and a high quality collection.

Don’t delay—start weeding today!

Bibliography

Standard Collection Bibliographies

Note that some of these titles are expensive; check with your regional system office, the [Texas State Library's Library Science Collection](#), or a large public library to borrow items that you do not need on-hand on a regular basis. Use them to compare your holdings to those that are highly recommended, core collection titles, or to help you make decisions about whether to replace, retain, or discard an item that has marginal circulation or is in poor condition.

Bank Street College of Education. *The Best Children's Books of the Year, 2008*. Teachers College Press, 2008.

Barr, Catherine and John T. Gillespie. *Best Books for Children: Preschool Through Grade 6, 8th Edition*. Libraries Unlimited, 2005.

Barr, Catherine and John T. Gillespie. *Best Books for Children: Preschool Through Grade 6, Supplement to the 8th Edition*. Libraries Unlimited, 2007.

Books Out Loud: Bowker's Guide to Audiobooks 2008. Bowker, 2008.

Bowker's Complete Video Directory 2008. Bowker, 2008.

Brice, Donaly and Bill Stein. *More Than a Lone Star: A Texas History Selection List for the Small Public Library*. Houston Area Library System, 2003.

The Complete Directory of Large Print Books and Serials 2008. Bowker, 2008.

Cords, Sarah Statz and Robert Burgin. *The Real Story: A Guide to Nonfiction Reading Interests*. Libraries Unlimited, 2006.

East, Kathy and Rebecca L. Thomas. *Across Cultures: A Guide to Multicultural Literature for Children*. Libraries Unlimited, 2007.

Fichtelberg, Susan. *Encountering Enchantment: A Guide to Speculative Fiction for Teens*. Libraries Unlimited, 2006.

Fraser, Elizabeth. *Reality Rules!: A Guide to Teen Nonfiction Reading Interests*. Libraries Unlimited, 2008.

Frolund, Tina. *Genrefied Classics: A Guide to Reading Interests in Classic Literature*. Libraries Unlimited, 2006.

- Gillespie, John T. and Catherine Barr. *Best Books for High School Readers: Grades 9-12*. Libraries Unlimited, 2004.
- Gillespie, John T. and Catherine Barr. *Best Books for High School Readers: Grades 9-12, Supplement to the First Edition*. Libraries Unlimited, 2006.
- Gillespie, John T. and Catherine Barr. *Best Books for Middle School and Junior High Readers*. Libraries Unlimited, 2004.
- Gillespie, John T. and Catherine Barr. *Best Books for Middle School and Junior High Readers: Grades 6-9, Supplement to the First Edition*. Libraries Unlimited, 2006.
- Herald, Diana Tixier. *Teen Genreflecting: A Guide to Reading Interests*, 2nd Edition. Libraries Unlimited, 2003.
- Herald, Diana Tixier and Bonnie Kuntzel. *Fluent in Fantasy*. Libraries Unlimited, 2007.
- Herald, Diana Tixier and Wayne A. Wiegand. *Genreflecting: A Guide to Popular Reading Interests*, 6th Edition. Libraries Unlimited, 2005.
- Husband, Janet G. and Jonathan F. Husband. *Sequels: An Annotated Guide to Novels in Series*, 4th Edition. American Library Association, 2008.
- Hysell, Shannon Graff. *Recommended Reference Books for Small and Medium-sized Libraries and Media Centers*, vol. 28. Libraries Unlimited, 2008. (The current edition reviews titles published in the previous two years. Check earlier editions to analyze older reference tools.)
- Lima, Carolyn W. and John A. Lima. *A to Zoo: Subject Access to Children's Picture Books*, 7th Edition. Libraries Unlimited, 2005.
- Lima, Carolyn W. and Rebecca L. Thomas. *A to Zoo: Subject Access to Children's Picture Books Supplement to the 7th Edition*. Libraries Unlimited, 2008.
- Lynn, Ruth Nadelman. *Fantasy Literature for Children and Young Adults: A Comprehensive Guide*, 5th Edition. Libraries Unlimited, 2005.
- Magazines for Libraries*, 17th Edition. Bowker, 2008.
- New York Public Library. "100 Picture Books Everyone Should Know."
<http://kids.nypl.org/reading/recommended2.cfm?ListID=61>
- O'Gorman, Jack. *Reference Sources for Small and Medium-sized Libraries*, 7th Edition. American Library Association, 2007.

Pearl, Nancy. *Book Crush: For Kids and Teens*. Sasquatch Books, 2007.

Pearl, Nancy. *More Book Lust*. Sasquatch Books, 2005.

Pilger, Mary Anne. *Science Experiments Index for Young People*, 4th Edition. Libraries Unlimited, 2005.

Schwedt, Rachel E. and Janice DeLong. *Core Collections for Children and Young Adults*. Scarecrow Press, 2008.

The Software Encyclopedia 2008. Bowker, 2008.

Thomas, Rebecca L. and Catherine Barr. *Popular Series Fiction for Middle School and Teen Readers*. Libraries Unlimited, 2005.

"Top Fifty Gaming Core Collection Titles." *Young Adult Library Services*. v6 no2 Winter 2008, p36-38+48.

Wadham, Tim. *Libros Essenciales: Building, Marketing, and Programming a Core Collection of Spanish Language Children's Materials*. Neal-Schuman, 2006.

Walker, Barbara J. *The Librarian's Guide to Developing Christian Fiction Collections*. Neal-Schuman, 2006. (The three titles in this set were originally published as individual volumes in 2005 covering core books and authors for adults, teens, and children.)

Wilson Standard Catalogs / Core Collections Series

(The Wilson Standard Catalog Series titles are available in two formats, print and electronic. New editions of each print volume have Core Collection in the title, as is currently used in the online edition of each title. See also Electronic Databases section following.)

Children's Catalog. 19th Edition. H.W. Wilson, 2006.

(annual supplements are published between editions)

Senior High Core Collection. 17th Edition. H.W. Wilson, 2007.

(annual supplements are published between editions)

Public Library Core Collection: Nonfiction. 13th Edition. (Public Library Catalog) H.W. Wilson, 2008.

(annual supplements are published between editions)

Middle and Junior High School Library Catalog. 9th Edition. H.W. Wilson, 2005.

(annual supplements are published between editions)

Fiction Catalog. 15th Edition. H.W. Wilson, 2006.
(annual supplements are published between editions)

Young Adult Library Services. "Top Fifty Gaming Core Collection Titles."

http://wikis.ala.org/yalsa/index.php/Gaming_Lists_&_Activities

Zbaracki, Matthew D. *Best Books for Boys: A Resource for Educators*.
Libraries Unlimited, 2008.

Recommended Lists and Best of the Year Lists

The American Library Association and journals such as *Library Journal*, *School Library Journal*, and *Booklist* release notable and 'best of the year' lists annually. Check the current lists for good replacement titles and check previous lists to help you make decisions about the quality of titles that are circulating marginally or to decide whether to replace a title.

ALSC's Children's Notables Lists

<http://www.ala.org/ala/mgrps/divs/alsc/awardsgrants/childrensnotable/index.cfm>

This division of the American Library Association issues annual lists of notable materials in book, film, audio, and software formats for children from birth through age 12. Usually released in January immediately following the Midwinter Meeting. Also check award lists, including the Newbery Award, the Caldecott Award, Siebert Award, the Odyssey Award, and others.

Notable Books for Adults

<http://www.ala.org/ala/mgrps/divs/rusa/awards/notablebooks/lists/index.cfm>

The Reference and Users Services Division of the American Library Association issues an annual list of 25 important and highly readable books of fiction, nonfiction, and poetry for adult readers.

Outstanding Reference Sources

<http://www.ala.org/ala/mgrps/divs/rusa/awards/outstandingreferencesources/index.cfm>

The Reference and Users Services Division of the American Library Association issues an annual list of outstanding reference resources, emphasizing those of most value to small and medium-sized public libraries. Issued each year in May.

Notable Videos

<http://www.ala.org/ala/mgrps/rts/vrt/initiatives/notablevideos/index.cfm>

Video Round Table, a group within the American Library Association, provides an annual list of fifteen notable non-feature how-to and educational films.

YALSA Book Awards & Booklists

<http://www.ala.org/ala/mgrps/divs/yalsa/booklistsawards/booklistsbook.cfm>

This division of the American Library Association issues annual lists of notable materials in book, film, and audio formats for teens. Usually released in January immediately following the Midwinter Meeting. Also check award lists, including the Alex Award, the Printz Award, and Young Adult Nonfiction Award, as well as lists like “Outstanding Books for the College Bound” and “Great Graphic Novels for Teens.”

Indexes

While most standard indexes are now available electronically, some libraries keep older print copies. Retain works that are listed in standard indexes and are still being used by patrons. (See also Electronic Databases and Online Resources sections following.)

The Columbia Granger's Index to Poetry in Anthologies. 13th Edition.
Columbia University Press, 2007.

Index to Poetry for Children and Young People: 1993-1997. H. W. Wilson, 1998. (Other Volumes: 1964-1969, 1970-1975, 1976-1981, 1982-1987, 1988-1992).

Play Index 1998-2002. H. W. Wilson, 2004. (Other Volumes: 1949-1952, 1953-1960, 1961-1967, 1968-1972, 1973-1977, 1978-1982, 1983-1987, 1988-1992, 1993-1997).

**Short Story Index, 1999-2004*. H. W. Wilson, 2005. (Other Volumes: 1900-1949, 1950-1954, 1955-1958, 1959-1963, 1964-1968, 1969-1973, 1974-1978, 1979-1983, 1984-1988, 1989-1993, 1994-1998, 2000, 2003).

Electronic Databases

Listed here are electronic database versions of standard indexes. These are available through paid subscriptions but some may be available through the TexShare databases at no or reduced fees for your library. Link to www.texshare.edu for more information on databases available to public and academic libraries in Texas.

Children's Core Collection

<http://www.hwwilson.com/print/childcat.cfm>

Database version of *Children's Catalog*.

The Columbia Granger's World of Poetry

www.columbiagrangers.org/grangers/index.jsp

Electronic indexed poetry.

Global Books in Print

<http://www.globalbooksinprint.com/bip/>

Comprehensive guide to books in print.

Graphic Novels Core Collection

http://www.hwwilson.com/Databases/graphicnovels_core.htm

More than 2000 recommended titles.

Middle School and Junior High Core Collection

<http://www.hwwilson.com/print/mjhscat.cfm>

Database version of *Middle and Junior High School Library Catalog*.

Nonbook Materials Core Collection

http://www.hwwilson.com/Databases/nonbook_core.htm

Recommended multimedia resources.

Play Index

http://www.hwwilson.com/Databases/playindex_e.htm

Database version of *Play Index*.

Public Library Core Collection: Fiction

<http://www.hwwilson.com/print/fictcat.cfm>

Database version of *Fiction Catalog*.

Public Library Core Collection: Nonfiction

<http://www.hwwilson.com/print/publibcat.cfm>

Database version of *Public Library Catalog*.

The Reader's Advisor Online

<http://rainfo.lu.com/>

Database version of the *Genreflecting series* and other reader's advisory tools

Senior High Core Collection

<http://www.hwwilson.com/print/srhscat.cfm>

Database version of *Senior High Core Collection*.

Short Story Index

<http://www.hwwilson.com/databases/storeindec.htm>

Database version of *Short Story Index*.

Online Resources

Listed here are selected online resources which appear in the text of this manual. These websites offer free resources to help with collection development, selection, and weeding decisions.

Adult Reading Round Table Booklists

<http://www.arrtreads.org/booklists.htm>

The members of this group are librarians and library staff from libraries in the Chicago area who are interested in leisure reading and promoting reading for pleasure. Check out their reading lists and genre studies.

Alibris

www.alibris.com

If you think you have a valuable book, check it on Alibris, an out-of-print and rare book dealer. Alibris for Libraries will help to locate used, new and hard-to-find books, movies and music. Alibris offers out-of-print, older in-print, and otherwise unavailable titles in stock, including custom tools for managing replacement and collection development projects.

Altered Books website

<http://www.alteredbookartists.com/>,

The International Society of Altered Book Artists website offers an amazing assortment of art made from old books.

Better World Books

<http://www.betterworldbooks.com/>

This program works with libraries across the country to sell discarded and donated material on 20 online marketplaces to generate funding for both libraries and non-profit literacy initiatives.

Blogistics

<http://www.blogistics.com/>

Purchase used books directly from libraries. Note that each company has specific requirements

Cash 4 Books

<http://www.cash4books.net/>

This online company offers their service to anyone that needs to sell books quickly and easily. They buy a wide variety of books, but they specialize in textbooks, non-fiction, business, and professional/technical books.

Determining the Value of Donated Property

<http://www.irs.ustreas.gov/pub/irs-pdf/p561.pdf>

This Internal Revenue Service (IRS) Publication 561 is designed to help donors and appraisers determine the value of property (other than cash) that is given to qualified organizations.

Disposal or Weeded, Discarded, and Unwanted Books

http://www.lrs.org/documents/field_stats/weeding_LP.pdf

This 2008 compilation by Maura McGrath for Library People: Friends of Colorado Libraries

Duplicates Exchange Union

<http://www.ala.org/ala/mgrps/divs/alcts/mgrps/ecom/duplicatesexch/duplicatesexchange.cfm>

A group within the American Library Association, ALCTS Division, this group connects those who need materials with those who have more than they need. Members communicate by electronic discussion list to exchange usable library material. All kinds of libraries and librarians, primarily of small college and public libraries participate. Everyone is welcome.

Green Weeding: Promoting Ecofriendly Options for Library Discards

<http://www.libraryjournal.com/article/CA6592668.html>

This recent article by Sarah Penniman and Lisa McColl in *Library Journal* (September 15, 2008) captures some current library activities and options for environmentally friendly weeding and online selling of discards.

The Modern Library

<http://www.randomhouse.com/modernlibrary/100best.html>

Lists of the 100 'best' novels and non-fiction books, voted on by readers may help libraries determine a core collection of classics and important contemporary books to retain in the collection.

The New Planning for Results: A Streamlined Approach Course.

http://www.elearnlibraries.com/courses/the_new_planning_for_results/index.html

This course is based on the popular American Library Association publication, *The New Planning for Results: A Streamlined Approach* by Sandra Nelson.

Sending Books to Needy Libraries: Book Donation Programs

<http://www.ala.org/ala/aboutala/hqops/library/libraryfactsheet/alalibraryfactsheet12.cfm>

This American Library Association Fact Sheet 12 offers information on organizations that do want books for specific projects.

The Sunlink Weed of the Month Archives

www.sunlink.ucf.edu/weed/

Funded by the Florida Department of Education, the SUNLINK Weed of the Month program introduced a new weeding subject area each month from September 1997 to December 2005, organized by the primary Dewey classification. Although no longer adding to this website, the guidelines for weeding each topic area are very useful.

Tips for Online Book Sales

<http://www.folusa.org/resources/tips.php>

Friends of Libraries USA (FOLUSA) website offers “Tips for Online Book Sales,” “Online Resources” and “List of Friends Selling Online.”

Your Old Books

<http://www.rbms.info/yob.shtml>

This guide from the American Library Association, ACRL, Rare Books and Manuscripts Section, lists resources for the evaluation and appraisal of books, offers questions and answers on what makes a book rare, and suggested organizations that welcome book donations.

Further Readings

Listed here are journal articles and books that provide additional information on weeding and topics related to collection development and maintenance. For those in Texas, remember that many of the articles are available through databases in TexShare.

Alabaster, Carol. *Developing an Outstanding Core Collection: A Guide for Public Libraries*. American Library Association, 2002.

Baumbach, Donna J. and Linda L. Miller. *Less is More: A Practical Guide to Weeding School Library Collections*. American Library Association, 2006.

Bazirjian, Rosann. "The Ethics of Library Discard Practices," in *Legal and Ethical Issues in Acquisitions*. Haworth Press, 1990.

Bromann, Jennifer. "Letting Go: How One Librarian Weeded a Children's Magazine Collection." *School Library Journal* v. 48 no. 7 (July 2002) pp. 44-46.

"Commentary on weeding." *Library Administrator's Digest*. Feb 1999.

FindArticles.com. 13 May 2008.

http://findarticles.com/p/articles/mi_qa3858/is_199902/ai_n8843523

Doll, Carol A. and Pamela Petrick Barron. *Managing and Analyzing Your Collection: A Practical Guide for Small Libraries and School Media Centers*. American Library Association, 2002.

Dilevko, Juris. "Weed to achieve: a fundamental part of the public library mission?" *Library Collections, Acquisitions, & Technical Services* v. 27 no. 1 (Spring 2003) pp. 73-96.
<http://www.moyak.com/researcher/resume/papers/weeding-pdf.pdf>

"Evaluating Library Collections: An Interpretation of the Library Bill of Rights." Adopted February 2, 1973, by the American Library Association Council; amended July 1, 1981.
<http://www.ala.org/Template.cfm?Section=interpretations&Template=/ContentManagement/ContentDisplay.cfm&ContentID=8537>

Garcia, June and Sandra Nelson. *Public Library Service Responses 2007*. American Library Association, 2007.

Greiner, Tony and Bob Cooper. *Analyzing Library Collection Use with Excel*. American Library Association, 2007.

Handman, Gary. *Video Collection Development in Multi-type Libraries: A Handbook*. 2nd Edition. Libraries Unlimited, 2002.

Hoffmann, Frank W. and Richard J. Wood. *Library Collection Development Policies: School Libraries and Learning Resource Centers*. Scarecrow Press, 2007.

Hoffmann, Frank W. and Richard J. Wood. *Library Collection Development Policies: Academic, Public, and Special Libraries*. Scarecrow Press, 2005.

Hogan, Cecilia. "Library Book Sales: Cleaning House or Cleaning Up?" *Searcher* v. 16 no. 3 (March 2008) pp. 36-46.

Larson, Jeanette and Herman L. Totten. *The Public Library Policy Writer: A Guidebook with Model Policies on CD-ROM*. Neal-Schuman, 2008.

Metz, Paul and Caryl Gray. "Public Relations and Library Weeding." *The Journal of Academic Librarianship* v. 31 no. 3 (May 2005) pp. 273-9.

Nelson, Sandra. *Strategic Planning for Results*. American Library Association, 2008.
This is the fully revised version of *Planning for Results* that includes *Public Library Service Responses 2007*.

Nelson, Sandra. *The New Planning for Results: A Streamlined Approach*. American Library Association, 2001.

Public Library Association. *Weeding Manual*. 2nd Edition. American Library Association, 2002.

RBMS Publications Committee. *Your Old Books (Revision 2005.2)*. Rare Books and Manuscripts Section, Association of College and Research Libraries, American Library Association, 2006.
<http://www.rbms.info/yob.shtml#21>

Slote, Stanley J. *Weeding Library Collections: Library Weeding Methods*. 4th Edition. Libraries Unlimited, 1997.

Texas Library Association. *Texas Public Library Standards*. Texas State Library and Archives Commission, 2004.
<http://www.tsl.state.tx.us/plstandards/>

Periodicals and Electronic Lists

Booklist

http://www.ala.org/ala/aboutala/hqops/publishing/booklist_publications/booklist/booklist.cfm

This publication from the American Library Association includes a regular ‘roundup’ of reference titles and articles that focus on ‘core collections’ for specific subject areas, including types of novels. For example, core collections have been covered for historical sagas, graphic novels featuring women, and African American cuisine. If you don’t subscribe (you should!), search for these resources through the TexShare databases when making weeding decisions.

Collection Management

From Haworth Press, this quarterly journal is devoted to the theories, practices, and research findings involved with the modern management of library collections. ISSN: 1545-2549

COLLDV-L

<http://serials.infomotions.com/coll dv-l/>

This listserv is a moderated discussion list directed primarily to those involved with library collection development. Although some discussions are rather academic and many of the postings deal with employment opportunities, subscribers can post questions regarding weeding activities and replacement of materials.

Fiction_L

<http://www.webrary.org/rs/Flmenu.html>

This electronic listserv is hosted by the Morton Grove Public Library and is devoted to reader's advisory topics including collection

development issues, booklists and bibliographies. Check out the booklists for great fiction titles on a wide range of topics.

Library Journal

www.libraryjournal.com

Each issue includes a roundup of reference titles. Also check out the collection development calendar online, which highlights specific subject areas. Each article includes new titles and classics. For example, the January 2008 issue focused on pregnancy and childbirth, while June 2007 covered water sports.

School Library Journal

<http://www.schoollibraryjournal.com/>

Despite its name, this journal covers materials for youth in school *and* public libraries. In addition to reviews and ‘editor’s choice’ lists of the best books and media for the year, articles may focus on important titles in particular subject areas or genres. For example, the May 2008 issue included a focus on science fiction.

Appendix

OVERVIEW CHART OF CREW FORMULAS	99
DISPOSAL SLIP TEMPLATE	101

Overview Chart of CREW Formulas

Dewey Class	CREW Formula	Dewey Class	CREW Formula
000			
004	3/X/MUSTIE	610	5/3/MUSTIE
010	10/3/MUSTIE	629	X/2/MUSTIE
020	10/3/MUSTIE	630	5/3/MUSTIE
030	5/X/MUSTIE	635	10/3/MUSTIE
Other 000s	5/X/MUSTIE	636	5/2/MUSTIE
		640	5/3/MUSTIE
101	15/5/MUSTIE	649	5/3/MUSTIE
133	10/3/MUSTIE	670	10/3/MUSTIE
150	10/3/MUSTIE		
160	10/3/MUSTIE	700	
170	10/3/MUSTIE	709	X/3/MUSTIE
		720	X/3/MUSTIE
		737	5/3/MUSTIE
		740	X/3/MUSTIE
		770	5/3/MUSTIE
		791	10/2/MUSTIE
200	10/3/MUSTIE or 5/3/MUSTIE	793 - 796	10/3/MUSTIE
306	5/2/MUSTIE	800	X/3/MUSTIE
310	2/X/MUSTIE		
320	5/3/MUSTIE	910	3/2/MUSTIE
323	5/3/MUSTIE	Personal Travel Narratives	5/2/MUSTIE
330	3/3/MUSTIE	930 - 999	10/3/MUSTIE
		92, 920 or B	X/3/MUSTIE
340	5/2/MUSTIE		
350	5/3/MUSTIE	F (Fiction)	X/2/MUSTIE
360	5/3/MUSTIE	Graphic Novels	X/1/MUSTIE
370	10/3/MUSTIE	E (Easy Readers/ Picture Books)	X/2/MUSTIE
390 - 394	10/3/MUSTIE	JF (Juvenile Fiction)	X/2/MUSTIE
395	5/3/MUSTIE	YA Fiction (Teen Fiction)	3/2/MUSTIE
		J and YA Non-fiction	Use adult criteria (and review children's general criteria)
398	X/3/MUSTIE		
		Periodicals/ Newspapers	3/X/X
400	10/3/MUSTIE	Government Documents	3/2/X
		Local History	X/X/X
500	5/3/MUSTIE	Nonprint	WORST
507	10/3/MUSTIE	Film Formats	2/1/WORST
		Audio Formats	X/2/X
510	10/3/MUSTIE		
520	5/3/MUSTIE		
550	X/3/MUSTIE		
560	5/2/MUSTIE		
570	7/3/MUSTIE		
580	10/3/MUSTIE		

BLANK Page

Disposal Slips

Disposal Slip

Book Title or Call Number: _____

☐ Bindery	☐ Discard
☐ Mend/Preserve	☐ Book Sale
☐ Promote	☐ Replacement/New Edition

☐ Donate to: _____

☐ Sent To: _____

☐ Check Database for other locations of this title: _____

Other locations of this title: _____

Title to replace this volume: _____

Authorizing Agent: _____

Disposal Slip

Book Title or Call Number: _____

☐ Bindery	☐ Discard
☐ Mend/Preserve	☐ Book Sale
☐ Promote	☐ Replacement/New Edition

☐ Donate to: _____

☐ Sent To: _____

☐ Check Database for other locations of this title: _____

Other locations of this title: _____

Title to replace this volume: _____

Authorizing Agent: _____

Disposal Slip

Book Title or Call Number: _____

☐ Bindery	☐ Discard
☐ Mend/Preserve	☐ Book Sale
☐ Promote	☐ Replacement/New Edition

☐ Donate to: _____

☐ Sent To: _____

☐ Check Database for other locations of this title: _____

Other locations of this title: _____

Title to replace this volume: _____

Authorizing Agent: _____

Disposal Slip

Book Title or Call Number: _____

☐ Bindery	☐ Discard
☐ Mend/Preserve	☐ Book Sale
☐ Promote	☐ Replacement/New Edition

☐ Donate to: _____

☐ Sent To: _____

☐ Check Database for other locations of this title: _____

Other locations of this title: _____

Title to replace this volume: _____

Authorizing Agent: _____

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2020

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Kyle Bauman, City Attorney

DATE: May 13, 2020

SUBJECT: Extensions 5 and 6 to the Amended Declaration of State of Emergency

I. BACKGROUND: On May 8, 2020, Governor DeSantis issued Executive Order 20-114, which extends the state-wide State of Emergency through July 7, 2020.

II. DISCUSSION: To ensure that the City maintains maximum flexibility to respond to the unpredictable COVID-19 virus, the City Council should authorize the City Manager to execute the attached extensions to the Amended Declaration of State of Emergency.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to authorize and direct the City Manager to execute Extensions 5 and 6 to the Amended Declaration of State of Emergency if the City Manager determines that a state of emergency still exists on May 25 and June 1, respectively.

Attachments:

1. Extension No 5 -- Amended Declaration of SOE
2. Extension No 6 -- Amended Declaration of SOE

**EXTENSION NO. 5 – FIRST AMENDED DECLARATION OF STATE OF
EMERGENCY – NOVEL CORONAVIRUS, COVID-19
CITY OF DESTIN, FLORIDA**

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order No. 20-51 directing the Florida Department of Health to issue a Public Health Emergency, which direction was followed by the appropriate agencies; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order No. 20-52 declaring a State of Emergency for every county in Florida for COVID-19; and

WHEREAS, on March 18, 2020, the Mayor and City Manager of the City of Destin, Florida (the “City”) jointly issued a Declaration of a State of Emergency (the “COVID-19 Declaration”) in response to COVID-19; and

WHEREAS, there is law potentially limiting the COVID-19 Declaration’s effect to a period of only seven (7) days; and

WHEREAS, the conditions continue to exist requiring the extension of the COVID-19 Declaration; and

WHEREAS, on March 25, 2020, the Mayor and City Manager jointly issued Extension Number 1 to the COVID-19 Declaration;

WHEREAS, on April 1, 2020, the COVID-19 Declaration and Extension Number 1 thereto were duly ratified and approved by the Destin City Council; and

WHEREAS, on April 1, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 2 to the COVID-19 Declaration; and

WHEREAS, on April 6, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 3 to the COVID-19 Declaration if the City Manager determines that the emergency continues to exist on April 8, 2020; and

WHEREAS, on April 6, 2020 the Destin City Council authorized and directed the City Manager to issue Extension Number 4 to the COVID-19 Declaration if the City Manager determines that the emergency continues to exist on April 15, 2020; and

WHEREAS, on April 20, 2020, the Destin City Council authorized and directed the City Manager to issue the First Amended Declaration of State of Emergency relating to the novel coronavirus, COVID-19; and

WHEREAS, on April 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 1 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on April 27, 2020; and

WHEREAS, on April 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 2 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on May 4, 2020; and

WHEREAS, on May 4, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 3 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist of May 11, 2020; and

WHEREAS, on May 4, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 4 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on May 18, 2020; and

WHEREAS, on May 18, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 5 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on May 25, 2020.

NOW THEREFORE, in consideration of the recitals above, all of which are incorporated herein below by reference, the City Manager hereby extends the Amended COVID-19 Declaration, and further states:

Section 1. COVID-19 Declaration Extended.

1. The COVID-19 Declaration is hereby extended for the maximum amount of time allowed by law or until the City Council determines that a state of emergency no longer exists. However, this the state of emergency shall not exceed any Executive Order from the Governor revoking or withdrawing Executive Order 20-52 and if Executive Order 20-52 is revoked or withdrawn, then this State of Emergency shall terminate automatically and without further action by the City Manager or City Council.

DULY EXECUTED this 25th day of May, 2020.

Lance Johnson, City Manager

Date: _____

Attest:

Approved as to form and legal
sufficiency:

Rey Bailey, City Clerk
Date: _____

Kyle Bauman, City Attorney
Date: _____

**EXTENSION NO. 6 – FIRST AMENDED DECLARATION OF STATE OF
EMERGENCY – NOVEL CORONAVIRUS, COVID-19
CITY OF DESTIN, FLORIDA**

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order No. 20-51 directing the Florida Department of Health to issue a Public Health Emergency, which direction was followed by the appropriate agencies; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order No. 20-52 declaring a State of Emergency for every county in Florida for COVID-19; and

WHEREAS, on March 18, 2020, the Mayor and City Manager of the City of Destin, Florida (the “City”) jointly issued a Declaration of a State of Emergency (the “COVID-19 Declaration”) in response to COVID-19; and

WHEREAS, there is law potentially limiting the COVID-19 Declaration’s effect to a period of only seven (7) days; and

WHEREAS, the conditions continue to exist requiring the extension of the COVID-19 Declaration; and

WHEREAS, on March 25, 2020, the Mayor and City Manager jointly issued Extension Number 1 to the COVID-19 Declaration;

WHEREAS, on April 1, 2020, the COVID-19 Declaration and Extension Number 1 thereto were duly ratified and approved by the Destin City Council; and

WHEREAS, on April 1, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 2 to the COVID-19 Declaration; and

WHEREAS, on April 6, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 3 to the COVID-19 Declaration if the City Manager determines that the emergency continues to exist on April 8, 2020; and

WHEREAS, on April 6, 2020 the Destin City Council authorized and directed the City Manager to issue Extension Number 4 to the COVID-19 Declaration if the City Manager determines that the emergency continues to exist on April 15, 2020; and

WHEREAS, on April 20, 2020, the Destin City Council authorized and directed the City Manager to issue the First Amended Declaration of State of Emergency relating to the novel coronavirus, COVID-19; and

WHEREAS, on April 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 1 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on April 27, 2020; and

WHEREAS, on April 20, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 2 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on May 4, 2020; and

WHEREAS, on May 4, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 3 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist of May 11, 2020; and

WHEREAS, on May 4, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 4 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on May 18, 2020; and

WHEREAS, on May 18, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 5 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on May 25, 2020; and

WHEREAS, on May 18, 2020, the Destin City Council authorized and directed the City Manager to issue Extension Number 6 to the Amended COVID-19 Declaration if the City Manager determines that the emergency continues to exist on June 1, 2020.

NOW THEREFORE, in consideration of the recitals above, all of which are incorporated herein below by reference, the City Manager hereby extends the Amended COVID-19 Declaration, and further states:

Section 1. COVID-19 Declaration Extended.

1. The COVID-19 Declaration is hereby extended for the maximum amount of time allowed by law or until the City Council determines that a state of emergency no longer exists. However, this the state of emergency shall not exceed any Executive Order from the Governor revoking or withdrawing Executive Order 20-52 and if Executive Order 20-52 is revoked or withdrawn, then this State of Emergency shall terminate automatically and without further action by the City Manager or City Council.

DULY EXECUTED this 1st day of June, 2020.

Lance Johnson, City Manager

Date: _____

Attest:

Approved as to form and legal
sufficiency:

Rey Bailey, City Clerk
Date: _____

Kyle Bauman, City Attorney
Date: _____

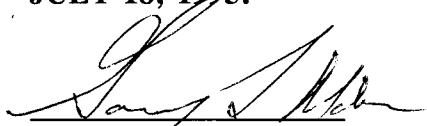
ORDINANCE 274

**ANY REALIGNMENT, RELOCATION, ABANDONMENT,
VACATION OF RE-ROUTING OF ANY POSITION OF
OKALOOSA COUNTY ROAD 2378, ALSO KNOWN AS OLD
HIGHWAY 98, SHALL BE PROHIBITED, WITHOUT
PRIOR APPROVAL OF VOTER REFERENDUM.**

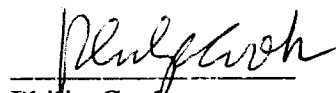
Any realignment, relocation, abandonment, vacation of re-routing of any position of Okaloosa County 2378, also known as Old Highway 98, shall be prohibited, without prior approval of voter referendum.

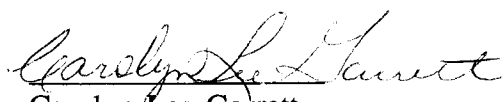
**ADOPTED: ADOPTED BY SPECIAL REFERENDUM
ON JULY 18, 1995, AND CERTIFIED BY
THE SUPERVISOR OF ELECTIONS ON
JULY 18, 1995.**

BY:


Gary L. Alden, Mayor

ATTEST;


Philip Cook
City Manager


Carolyn Lee Garrett
City Clerk

RESOLUTION 15-10

A RESOLUTION OF THE CITY OF DESTIN PROVIDING FOR APPROVAL TO PLACE PROPOSED VACATION OF A PORTION OF THE SCENIC HIGHWAY 98 RIGHT-OF-WAY TO A VOTE OF THE ELECTORS OF THE CITY OF DESTIN AT THE PRIMARY ELECTION ON MARCH 15, 2016; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an application for the vacation of a portion of the Scenic Highway 98 right-of-way was requested of the City of Destin (hereinafter the "City"); and

WHEREAS, Ordinance 274 states: "Any realignment, relocation, abandonment, vacation or re-routing of any portion of Okaloosa County Road 2378, also known as Old Highway 98, shall be prohibited, without prior approval by voter referendum."; and

WHEREAS, Ordinance 274 has been ordained by the City Council approving the application for vacation and final action requires a voter referendum as part of the vacation of right-of-way for any portion of the Scenic Highway 98: and

WHEREAS, Paul Lux, Supervisor of Elections for Okaloosa County, has notified the City that the only date for a primary election for the electors of the City of Destin to consider the vacation of right-of-way is Tuesday, March 15, 2016.

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

1. That the City Council hereby places the Proposed Vacation of right-of-way to a vote of the electors of the City of Destin at a Primary Election to be held on March 15, 2016.

2. That as a result of the foregoing, the City Council hereby establishes the following ballot title and official wording of the ballot question to be submitted to the vote of the electors of the City of Destin and such shall appear on the ballot at the Primary Election to be held on March 15, 2016:

BALLOT TITLE:

A vote to approve a portion of Scenic Highway 98 right-of-way vacation

Public Measure:

A measure required by a City ordinance to pass a voter referendum. do you approve granting a vacation of three portions of the north and south side of Scenic Highway 98 right-of-way, unneeded for valid City purpose. adjacent to two condominium properties, west of Matthew Boulevard containing approximately 0.75 acres which real property will become privately owned and return to the ad valorem tax rolls?

_____ Yes
_____ No

3. The Supervisor of Elections shall take all necessary actions to meet the legal requirements to conduct a Primary Election on March 15, 2016, including but not limited to publishing notice of said election once in the fifth week and once in the third week prior to the week in which the referendum election is to be held.

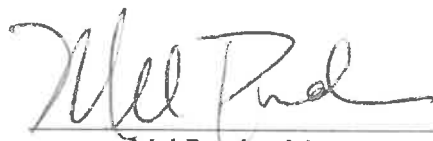
4. The City of Destin shall use the polling places for Destin precincts Number 20 (Destin Community Center), Number 35 & Number 44 (Destin United Methodist Church), Number 49 (City Hall Annex) and Number 50 (Village Baptist Church).

5. Okaloosa County Judge Patt Maney, the Chairman of the Okaloosa County Board of County Commissioner and Okaloosa Supervisor of Elections, Paul Lux shall constitute the official canvassing board for the Primary Election.

6. This resolution shall take effect upon approval of the City Council and signature of the Mayor.

ADOPTED THIS 21ST DAY OF SEPTEMBER 2015
BY:

ATTEST:



Mel Ponder, Mayor



Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2020

TYPE OF AGENDA ITEM: Presentation

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Kimberly Kopp, Land Use Attorney

DATE: May 14, 2020

SUBJECT: 1. Copy of Fully Executed Agreement with Exhibit - Pointe Mezzanine Land Use Litigation
Approved by Council May 4, 2020

I. BACKGROUND: Agreement attached for your records.

II. DISCUSSION:

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION:

Attachments:

1. Executed Agreement

MEDIATED SETTLEMENT AGREEMENT

This Mediated Settlement Agreement ("Agreement") is entered into by and between Pointe Mezzanine, LLC ("Landowner"), on the one hand, and the City of Destin ("City"), on the other. Landowner and the City shall collectively be referred to as the "Parties" and each separately as a "Party."

RECITALS

A. The Parties are involved in pending litigation styled *Pointe Mezzanine, LLC v. City of Destin*, Okaloosa County Circuit Court Case No. 2019-CA-004010 F ("Writ Action"). The Writ Action relates to Landowner's effort to permit a private docking facility ("Docking Facility") as an accessory use to an upland development order (DO No. 09-17) ("Upland D.O.") for property owned by its affiliate, Pointe Resort, LLC.

B. The Parties desire to implement a process for review and possible approval of the Docking Facility which, if approved, could render the Writ Action moot.

In consideration of the full and timely performance by each Party hereto of each of the terms and conditions of this Agreement in the manner prescribed herein, and in full and final settlement of the Writ Action, as described above, the Parties agree as follows:

TERMS AND CONDITIONS

1. Consideration of Development Order for Docking Facility. The City shall process a development order application for the Docking Facility ("Application") in the manner provided in the City of Destin Land Development Code ("LDC"). Landowner shall propose a private docking facility as an accessory use to Pointe Resort, LLC's Upland D.O. A general depiction and layout of the proposed Docking Facility is attached hereto as Exhibit A. Approval of this Agreement does not constitute approval (nor does it provide any guarantee of future approval) of any development application. The general depiction and layout of the proposed Docking Facility set forth in Exhibit A is included for informational purposes only.

2. Stay of Writ Action. The Parties agree to informally stay the Writ Action while the City processes the Application. If the circuit court in the Writ Action takes action that would prevent the Parties from informally staying the proceedings, the Parties shall jointly file a formal request for stay with the circuit court. Subject to a court order providing otherwise, the informal or formal stay of proceedings in the Writ Action shall remain in effect until the Application is considered and voted upon by the City Council.

3. Standard of Review. The Parties agree that the Application shall be reviewed by the City following the procedures and standards provided for in the LDC and City of Destin Comprehensive Plan. Nothing herein shall alter, modify, limit, or restrict the procedures and standards applicable to the City's review of applications for development orders or the City's discretion under applicable law to approve or deny any development order application.

4. Continuation of Mediation. The Parties agree that either Party may request that the Parties reconvene the mediation.

5. Dismissal with Prejudice of Writ Action. If the City approves a final development order authorizing the Docking Facility and the development order becomes non-appealable, Landowner and the City shall stipulate for the dismissal of the Writ Action with prejudice with each Party to bear its own attorney's fees and costs. Nothing herein shall affect the City's discretion with respect to its approval or denial of development orders.

6. Mutual Release. If the City approves a final development order for the docking facility and the order becomes final and non-appealable, each Party, on behalf of itself and each of its current and former, officers, directors, employees, agents, attorneys, and representatives shall be deemed to have released the other party and its current and former officers, directors, employees, agents, attorneys, and representative of and from any claims, counterclaims, liabilities, demands, damages, and costs (including attorney's fees and costs) existing between the Parties as of the date of such approval.

7. Warranty of Authorized Signatories. The signatories hereto each represent and warrant to the other that he or she is competent and authorized to enter into the Agreement.

8. Compromise. This Agreement is the result of a compromise of a disputed claim or claims and, with the exception of the right to seek enforcement of this Agreement, shall never at any time or for any purpose be considered an admission of liability or responsibility on the part of either Party hereto, nor shall the payment of any sum of money in consideration for the execution of the Agreement constitute or be construed as an admission of any liability whatsoever by either Party, both of which continue to deny such liability and to disclaim such responsibility.

9. Notice of Breach. Prior to either Party initiating legal proceedings to enforce what it perceives to be a breach of this Agreement, notice shall be provided to the Party alleged to have breached the Agreement by written notification delivered by certified U.S. mail explaining the purported breach and providing the offending Party fifteen (15) days from receipt of notice to cure the purported violation. In the event the breach is not cured within the fifteen (15) day period, the Party providing notice may initiate proceedings to enforce the terms of this Agreement. Failure to bring such an action at the end of the notice period described herein shall not serve as a waiver of the right to seek enforcement. Notice under this section shall be provided to:

For Developer:

Pointe Mezzanine, LLC
1901 Manhattan Boulevard
Building H, Suite 101
Harvey, Louisiana 70058

For the City:

Kimberly Romano Kopp
City Land Use Attorney
Romano Kopp Law, PA
P.O. Box 445
Destin, Florida 32541

With copies to:

Gary K. Hunter, Jr., Esq.
Hopping Green & Sams, P.A.
P.O. Box 6526
Tallahassee, Florida 32314

Kyle Baumann, Esq.
Anchors Smith & Grimsley
909 Mar Walt Drive No. 1014
Fort Walton Beach, Florida 32547

and

Mark S. Embree, Esq.
Adams and Reese LLP
Hancock Whitney Center
701 Poydras Street, Suite 4500
New Orleans, Louisiana 70139

10. Attorneys' Fees. The prevailing Party in any proceeding to enforce or interpret the terms of this Agreement or otherwise arising out of or related to this Agreement shall be entitled to recover from the other its reasonable attorney's fees and costs, in addition to all other relief to which that Party may be entitled.

11. Construction of Agreement. This Agreement is the product of negotiation and preparation by and among the Parties and their respective attorneys. Accordingly, the Parties hereto acknowledge and agree that the Agreement shall not be deemed prepared or drafted by either Party, or the attorneys for either Party, and the Agreement shall be construed accordingly.

12. Governing Law. This Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of Florida. Exclusive jurisdiction and venue for any litigation brought pursuant to this Agreement shall be in the Circuit Court of the First Judicial Circuit, in and for Okaloosa County, Florida, and the Parties do hereby specifically waive any other jurisdiction and venue.

13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, executors, administrators, trustors, trustees, beneficiaries, predecessors, successors, assigns, partners, partnerships, parents, subsidiaries, affiliated and related entities, officers, directors, principals, agents, servants, employees, representatives, and all persons or entities connected with each of them, including, without limitation, their insurers, sureties, attorneys, consultants and experts.

14. Effective Date. The Parties hereto deem the Agreement to be immediately effective as of the last day on which the last Party executes the Agreement.

15. Counterparts. This Agreement may be executed in counterparts and so executed shall constitute one agreement which shall be binding upon the Parties, notwithstanding that the signatures of the Parties' designated representatives do not appear on the same page.

16. Entire Agreement. The Agreement contains the entire understanding among the Parties to the Agreement regarding the matters herein set forth and is intended to be and is a final

integration thereof. There are no representations, warranties, agreements, arrangements, undertakings, oral or written, between or among the Parties hereto relating to this Agreement which are not fully expressed herein.

Dated: 5/19/20

CITY OF DESTIN


GARY JARVIS
Mayor

Dated: 5/11/2020

POINTE MEZZANINE, LLC

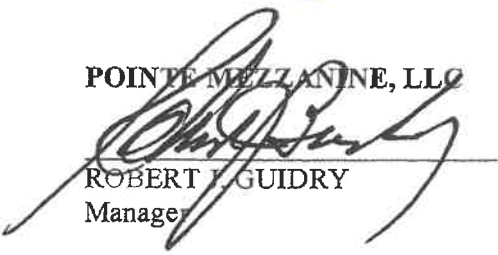
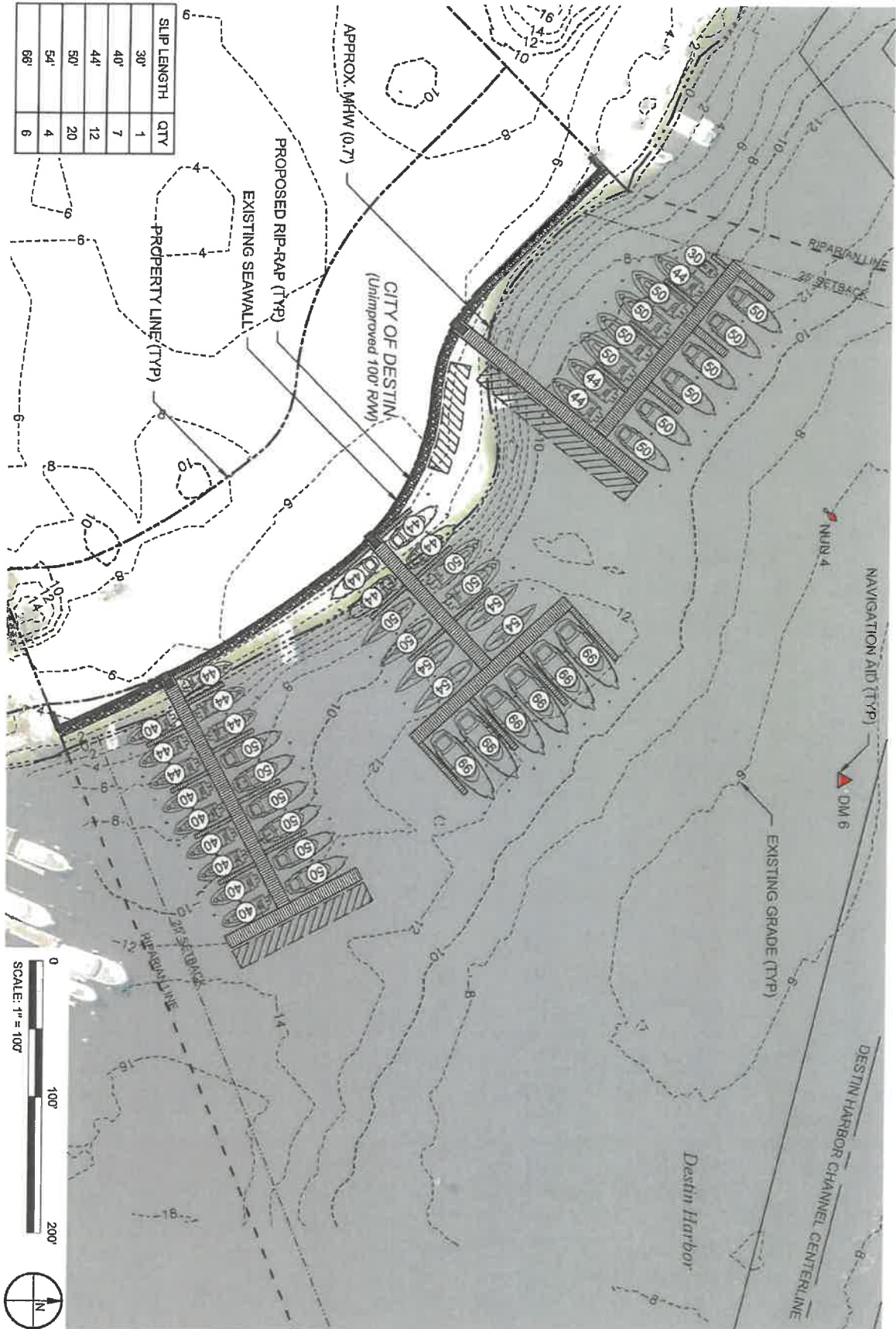

ROBERT J. GUIDRY
Manager

EXHIBIT A



EXHIBIT A



CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: May 18, 2020

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Kimberly Kopp, Land Use Attorney

DATE: May 15, 2020

SUBJECT: 2. Short-Term Rental Resolution

I. BACKGROUND: The City of Destin desires to encourage vacation rentals that are safe, fit in with the character of their neighborhoods, provide positive impacts for tourism, increase property values, and achieve greater neighborhood compatibility.

Previously, the City Council of the City of Destin adopted Resolutions 17-37 and 20-03, which support local home rule generally, as well as local home rule regulation of vacation rentals.

II. DISCUSSION:

On March 9, 2020, Governor DeSantis issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19.

Due to the COVID-19 emergency, Governor DeSantis issued Executive Order 20-87 which ordered all parties engaged in rental of vacation rental properties, as defined in section 509.242(1)(c), Florida Statutes, to suspend vacation rental operations, and prohibited vacation rentals from making new reservations or bookings and accepting new guests for check-in for fourteen (14) days.

Governor DeSantis subsequently issued Executive Order 20-103, which extended the duration of Executive Order 20-87 through April 30, 2020.

Governor DeSantis subsequently issued Executive Order 20-112, which extended the duration of Executive Order 20-87 indefinitely.

On April 29, 2020, based on data showing a downward trajectory of hospital visits for

influenza-like illness and COVID-19-like syndromic cases, a decrease in percent positive test results, and a significant increase in hospital capacity, Governor DeSantis issued Executive Order 20-112 initiating Phase 1 of the Safe. Smart. Step-by-Step. Plan for Florida's Recovery.

Data collected by the Florida Department of Health indicates the State of Florida continues to flatten the curve.

On May 15, Governor DeSantis determined that counties may submit safety plans to the Florida Department of Business and Professional Regulation ("DBPR") requesting that vacation rentals within their respective jurisdictions be allowed to begin renting again.

The attached resolution supports Okaloosa County and encourages the County to forward a safety plan to DBPR requesting that vacation rentals be permitted to safely begin renting again within the County. Further, the attached Resolution 20-10 provides general support for local home rule authority both within and outside the context of vacation rentals.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: Please note that the resolution was drafted on May 15, 2020 during a very fluid time after general comments made by Governor DeSantis indicated that counties could submit safety plans to the State for approval. Therefore, the resolution is subject to being revised up to and during the City Council meeting to be held at 6pm on Monday, May 18th.

The City Land Use Attorney has spoken with the County Attorney and TDC Attorney regarding these efforts.

IV. RECOMMENDED MOTION: I move to approve Resolution 20-10, and direct the City Clerk to forward a copy of the executed resolution to the Governor, the Okaloosa County Board of County Commissioners, to the League of Cities, and to all Okaloosa County, Santa Rosa County, and Walton County municipalities.

Attachments:

1. Short Term Rentals_Pandemic II

RESOLUTION 20-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, SUPPORTING HOME RULE POWERS; SUPPORTING AND ENCOURAGING THE COUNTY'S SUBMISSION OF A SAFETY PLAN TO THE STATE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION; REQUESTING THAT THE FLORIDA LEGISLATURE VOTE AGAINST ANY BILLS THAT WOULD DIMINISH HOME RULE POWER OF LOCAL GOVERNMENTS; REQUESTING THAT THE FLORIDA LEGISLATURE VOTE IN FAVOR OF BILLS THAT WOULD RESTORE HOME RULE POWER TO LOCAL GOVERNMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Destin has a very large number of short-term vacation rentals that continue to increase in popularity;

WHEREAS, the City of Destin promotes tourism, including appreciation and enjoyment of the City's abundant preserved natural areas, pristine beaches, and walking and bicycling paths that make the City of Destin unique among Florida's coastal municipalities; and

WHEREAS, many local jurisdictions in the State of Florida, and across the nation, have standards in place to minimize the negative impacts caused by short-term vacation rentals; and

WHEREAS, the City desires to encourage short-term vacation rentals that are safe, fit in with the character of the neighborhood, provide positive impacts for tourism, increase property values, and achieve greater neighborhood compatibility; and

WHEREAS, the City seeks to balance respect for private property rights and incompatibility concerns between the investors/short-term vacation rentals and families/permanent single and multi-family residences in established residential neighborhoods through the use of reasonable development standards; and

WHEREAS, the City Council of the City of Destin previously adopted Resolutions 2017-37 and 2020-03, which support local home rule of short-term rentals; and

WHEREAS, the City Council of the City of Destin continues to support local home rule of short-term rentals for all of the reasons set forth herein, and for the reasons set forth in Resolutions 2017-37 and 2020-03; and

WHEREAS, prior to 2011, Florida's cities and counties regulated local land use issues and decisions under the Home Rule authority granted to them by the Florida Constitution; and

WHEREAS, the 2011 Florida Legislature enacted House Bill 883 (Florida Chapter 2011-119, Laws of Florida) (hereinafter the “**2011 Statute**”) which preempted the local regulation of a specific land use commonly referred to as short-term vacation rentals (transient rentals of less than thirty days in duration and commonly located in residential areas); and

WHEREAS, the 2011 Statute prevented local communities from enacting new regulations necessary to address any negative impacts caused by short-term vacation rentals; and

WHEREAS, the 2014 Legislature enacted Senate Bill 356 (Florida Chapter 2014-71, Laws of Florida) (hereinafter the “**Current Statute**”) which rescinded the previous preemption on local regulation of short-term vacation rentals, but provided that a local law, ordinance, or regulation adopted after June 1, 2011 may not prohibit short-term vacation rentals or regulate the duration or frequency of short-term vacation rentals; and

WHEREAS, the Current Statute returned some limited local control back to communities to mitigate the effects of short-term vacation rentals in an attempt to make them safer, more compatible with existing residential neighborhoods, and accountable for their proper operation; and

WHEREAS, the City Council of the City of Destin seeks unlimited home rule authority over the regulation of short-term rentals in order to address local issues; and

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

WHEREAS, due to the COVID-19 emergency, Governor DeSantis issued Executive Order 20-87 which ordered all parties engaged in rental of vacation rental properties, as defined in section 509.242(l)(c), Florida Statutes, to suspend vacation rental operations, and prohibited vacation rentals from making new reservations or bookings and accepting new guests for check-in for fourteen (14) day; and

WHEREAS, Governor DeSantis subsequently issued Executive Order 20-103, which extended the duration of Executive Order 20-87 through April 30, 2020; and

WHEREAS, Governor DeSantis subsequently issued Executive Order 20-112, which extended the duration of Executive Order 20-87 indefinitely; and

WHEREAS, on April 29, 2020, based on data showing a downward trajectory of hospital visits for influenza-like illness and COVID-19-like syndromic cases, a decrease in percent positive test results, and a significant increase in hospital capacity, Governor DeSantis issued Executive Order 20-112 initiating Phase 1 of the Safe. Smart. Step-by-Step. Plan for Florida's Recovery; and

WHEREAS, data collected by the Florida Department of Health indicates the State of Florida continues to flatten the curve; and

WHEREAS, on May 15, 2020, Governor DeSantis determined that counties may submit safety plans to the Department of Business and Professional Regulation (“DBPR”) requesting that vacation rentals within their respective jurisdictions be allowed to begin renting again; and

WHEREAS, the City Council of the City of Destin requests that the Okaloosa County Board of County Commissioners forward a safety plan to DBPR requesting that vacation rentals be permitted to begin renting again pursuant to the safety plan; and

WHEREAS, the City Council of the City of Destin continues to support legislation that allows local governments to regulate vacation rental properties to protect the integrity of their residential neighborhoods and to protect the health and welfare of their residents, visitors and businesses; 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. Support for Authority to Regulate Vacation Rentals. The City Council of the City of Destin supports Home Rule powers and the rights of counties and municipalities to regulate vacation rentals, and requests that the Florida Legislature restore Home Rule powers to municipalities.

Section 3. Support for Home Rule Authority. The City Council of the City of Destin strongly believes in protecting the Home Rule powers of Florida’s municipalities during the 2021 Legislative Session. The City Council of the City of Destin hereby requests that Florida State Legislators vote against any proposals that would diminish local home rule authority.

Section 4. Support of, and Coordination with Okaloosa County. The City Council of the City of Destin encourages the Okaloosa County Board of County Commissioners to forward a safety plan to DBPR requesting that vacation rentals be permitted to begin renting again pursuant to the safety plan. Further, the City of Destin desires to coordinate with Okaloosa County in an effort to allow vacation rentals to safely operate within the City of Destin.

Section 5. Directions to City Clerk. This Resolution shall be forwarded to the Governor of Florida, the Okaloosa County Board of County Commissioners, to Casey Cook, Senior Legislative Advocate at the Florida League of Cities, and to all Okaloosa County, Santa Rosa County, and Walton County Municipalities.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY OF DESTIN, FLORIDA THIS 18TH DAY OF MAY, 2020.

GARY JARVIS, MAYOR

ATTEST:

REY BAILEY, CITY CLERK

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

KIMBERLY ROMANO KOPP
CITY LAND USE ATTORNEY