

**REGULAR MEETING
DESTIN CITY COUNCIL
JANUARY 4, 2021
ANNEX COUNCIL CHAMBERS
6:00 PM**

*****Core Value of the Month - Professionalism*****

CALL TO ORDER

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

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 December 21, 2020 Council Executive Session
- B. Approval of minutes of December 7, 2020 Regular City Council Meeting

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

- A. Employee of the Year 2020 Award

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. Livery Workshop Update
- B. Harbor Capacity Study Steering Committee
- C. Announcements
 - 1. City facilities will be closed on Monday January 18, 2021 in observance of Martin Luther King day.
 - 2. The next City Council meeting will be held on Tuesday January 19, 2021 at 6:00 p.m.
 - 3. Staff intends to bring the revised complaint procedures to Council on January 19th for their review.

5. PUBLIC HEARINGS

6. *CONSENT AGENDA (No public comments)

- A. Agent-Broker of Record for Health & Ancillary Benefits, Contract Renewal
- B. Election Agreement with Supervisor of Elections for March 9, 2021, Special Election

- C. Proposed Bert Harris Settlement Agreement for 2725 Scenic Highway 98
- D. Proposed Bert Harris Settlement Agreement for 2990 Scenic Highway 98.
- E. Proposed Bert Harris Settlement Agreement for 3463 Scenic Highway 98
- F. Proposed Bert Harris Settlement Agreement for 3464 Scenic Highway 98
- G. Proposed Bert Harris Settlement Agreement for 3469 Scenic Highway 98
- H. Proposed Bert Harris Settlement Agreement for 4478 Ocean View Drive
- I. Proposed Bert Harris Settlement Agreement for 4705 Ocean Blvd.
- J. Proposed Bert Harris Settlement Agreement for 4790 Ocean Blvd.
- K. Proposed Bert Harris Settlement Agreement for 132 Sandprint Circle
- L. Proposed Bert Harris Settlement Agreement for 17 Barts Bay

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

- A. Councilmember Braden
- B. Councilmember Ramswell
 - 1) Beach Advisory Committee - Items for future discussion/decisions
 - 2) Contract with the County for beach cleaning
 - 3) Homeless Camps Plans/Ideas
 - 4) US Hwy 98 merge signage
- C. Councilmember Destin
- D. Councilmember Overdier
- E. Councilmember Hebert
- F. Councilmember King
- G. Councilmember Schmidt
- H. Mayor Gary Jarvis
- I. Land Use Attorney
- 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 necesiten ayuda con un idioma para participar en las reuniones de la ciudad, deberán notificar la oficina de la Secretaria Municipal al (850) 837-4242 antes de la reunión. Discapacidad auditiva: TTY: 711 (Solicitar Espanol CA). La ayuda tambien está disponible por Recursos Humanos, Coordinador del Título VI, al (850) 837-4242.

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
EXECUTIVE SESSION
CITY COUNCIL
DECEMBER 21, 2020
5:30 PM
CITY HALL ANNEX COUNCIL CHAMBERS**

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

Council Present

Mayor Gary Jarvis

Councilmember Kevin Schmidt

Councilmember Terésa Hebert

Councilmember Dewey Destin

Councilmember Prebble Ramswell

Councilmember Skip Overdier

Staff Present

City Manager Lance Johnson

City Clerk Rey Bailey

City Attorney Kyle Bauman

IT Specialist James Lauria

Special Counsel Erik Krebs

Others Present

Liz Klein, Court Reporter (Virtual)

CALL TO ORDER

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

Carolyn L. Bourland v. City of Destin, Florida, et al., Case Number 2019 CA 002769, in the Circuit Court of the First Judicial Circuit, in and for Okaloosa County, Florida.

Mayor Jarvis convenes the meeting and announced that:

“This session of the Destin City Council is hereby convened as noticed by publication in a newspaper of general circulation, The Destin Log, on Saturday, December 19, 2020.

City Attorney Kyle Bauman states the following:

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

Carolyn L. Bourland v. City of Destin, Florida, et al., Case Number 2019 CA 002769, in the Circuit Court of the First Judicial Circuit, in and for Okaloosa County, Florida.

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

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

In addition to the Mayor and City Council members in attendance tonight the following persons will attend the session:

***Attorneys for the City: Eric A. Krebs, Esq.
Warner Law Firm, P.A.
P.O. Box 1820
Panama City, FL 32402***

***Kyle S. Bauman, Esq.
Anchors Smith Grimsley
909 Mar Walt Drive, Ste. 1014
Fort Walton Beach, Florida 32547***

City Manager Lance Johnson

At this time will the Mayor and Council members in attendance please identify yourselves for the record?”

The following individuals identified themselves for the record:

- Mayor Gary Jarvis
- Councilmember Kevin Schmidt
- Councilmember Terésa Hebert
- Councilmember Skip Overdier
- Councilmember Dewey Destin
- Councilmember Prebble Ramswell

The City Attorney continued by stating that:

“I estimate that this executive session will take approximately 30 minutes. At the conclusion of the executive session, the Council will reconvene the public hearing, accept any motions if applicable, and the Mayor will end the session.”

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

The City Clerk turned off the recording. All persons not listed to attend the session left the room.

Remaining individuals proceeded with discussion of the lawsuit.

Once the City Clerk has returned and turned on the recording, the **Mayor** states:

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

Councilmember Overdier moved to accept the settlement agreement between Carolyn L. Bourland and the City of Destin, Florida, et al; seconded by Councilmember Hebert. Motion passed 5-0 (Council members Schmidt, Hebert, Overdier, Destin, and Ramswell voted “yes”; Council members King and Braden were absent from the session).

2. ADJOURN

Having no further business at this time, the Mayor adjourned the meeting at 5:50 PM.

ADOPTED THIS 4TH DAY OF JANUARY 2021
By:

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
DECEMBER 7, 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 Prebble Ramswell
Councilmember Rodney Braden	Councilmember Skip Overdier
Councilmember Terésa Hebert	Councilmember Kevin Schmidt
Councilmember Johnny King	Councilmember Dewey Destin

Destin City Staff

City Manager Lance Johnson	City Clerk Rey Bailey
Deputy City Manager Webb Warren	Public Services Director Michael Burgess
Community Dev. Director Louis Zunguze	Grants/Project Manager Jeffrey Cozadd
Public Information Officer Catherine Card	City Engineer Donald Smith
Parks/Recreation Director Lisa Firth	City Planner Traci Goodhart
Finance Director Krystal Strickland	IT Technician James Lauria
City Land Use Attorney Kimberly Kopp (Virtual)	City Attorney Kyle Bauman

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

The Mayor called the meeting to order at 6:00 PM. Pastor Steve Farris of First Baptist Church in Destin gave the invocation, which was then followed by the recitation of the Pledge of Allegiance.

AGENDA

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

1. APPROVAL OF MINUTES

A. Approval of minutes of November 16, 2020 Regular City Council Meeting

Councilmember Hebert moved for approval of minutes of November 16, 2020 Regular City Council Meeting; seconded by Councilmember Overdier. Motion passed 7-0 (Council members Schmidt, King, Hebert, Overdier, Destin, Ramswell, and Braden voted “yes”).

B. Approval of minutes of October 6, 2020 Special City Council Meeting

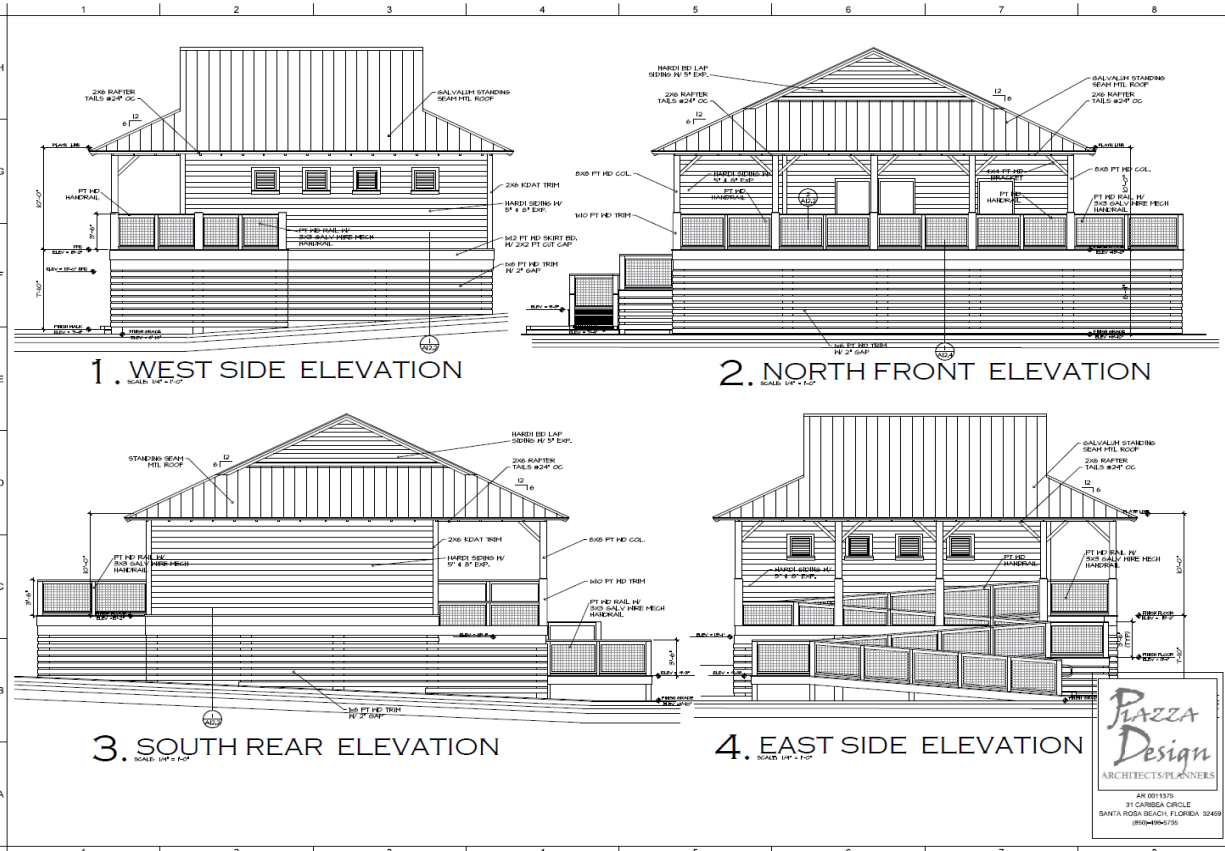
Councilmember Hebert moved for approval of minutes of October 6, 2020 Regular City Council Meeting; seconded by Councilmember Overdier. Motion passed 7-0 (Council members Schmidt, King, Hebert, Overdier, Destin, Ramswell, and Braden voted “yes”).

2. PROCLAMATIONS / RECOGNITIONS / SPECIAL PRESENTATIONS / ANNOUNCEMENTS

A. Norriego Point Park Phase 3 Improvements Update

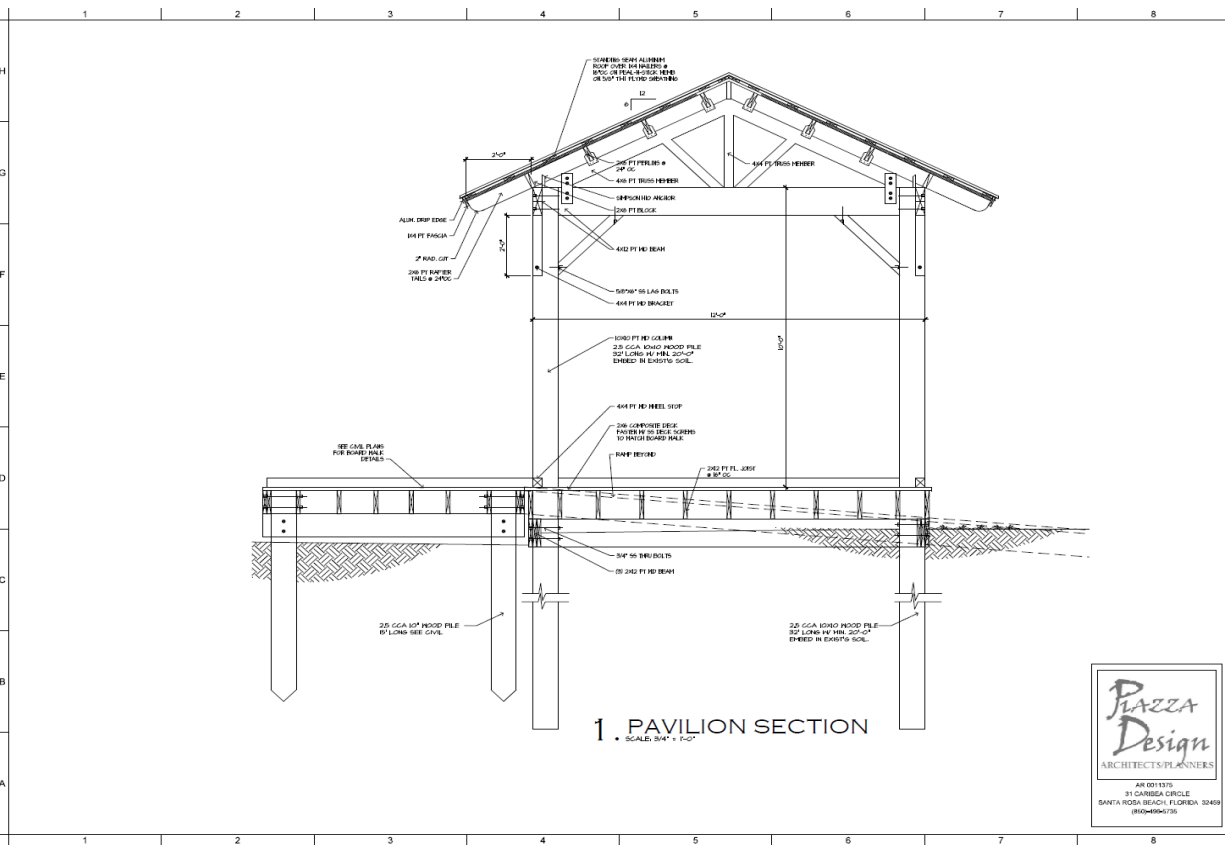
Mr. Pierce Barrett from Florida Department of Environmental Protection (FDEP) and Project Manager for Norriego Point Improvement Project referred to the following slides as he provided a brief update on the phase 3 of the project:





Piazza Design
ARCHITECTS/PLANNERS

AR 001375
31 CAROLINA CIRCLE
SANTA ROSA BEACH, FLORIDA 32489
(904)494-5355



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SANTA ROSA BEACH, FLORIDA 32489
(904)494-5355

Mr. Barrett briefly described the following ADA accessible structures of the project as shown above: the boardwalk along the harbor side all the way to the tip of Norriego Point, boardwalk access going down to the first embayment, restroom facility, the pavilion off to the north, and the three dune crossover along the point. He emphasized the importance of the Recreational phase of the project, stating that without it the project would not have become a NRDA project funded under a BP early restoration. He also noted that all permits have been received on the project. Plans and specifications will be submitted this week for review. The project will be put out to bid following a review by the City's Building Department. They expect to put the project out to bid in January 2021 and receive bid proposals by February 2021. Issuance of the Notice to Proceed is scheduled for April 2021, with the completion of the project expected around December 2021.

Councilmember Ramswell reported seeing a certified filed copy of the 95 percent plans on the FDEP website as of September 8, 2021. She stated that the plan was dated August 28, 2020 while the plan being shown tonight is dated October 2020. She asked why a plan the Council has not seen and the elements of which they have not discussed would be filed with FDEP. She also asked about the difference between the two plans besides the dates.

According to Mr. Barrett, he does not know why the 95 percent plans are filed with FDEP. He stated that the plans the Council is seeing now are not much different than what they saw at the 60 percent plan as the elements of the project have not changed. There was a change in the details of the project as the FDEP coastal unit requires they obtain the Constant Construction Control Line (CCCL) permit. He added that the date differences between the two plans may have been the condition put on the design regarding the issuance of the CCCL permit as those changes need to be added to the plans.

Councilmember Ramswell asked where the ADA accessible sidewalk begin.

Mr. Barrett explained that the way it was presented by the City several years ago, there will be an access road and sidewalk between the entrance to the park and the ending of the paved roadway that is currently in existence at the end of Norriego Point. Any construction of the roadway and sidewalk was to be funded by the City or through a developer's development order for that portion. He continued that the boardwalk which is funded by the NRDA project begins right at the entrance of the park itself. It goes to the shelter or pavilion and down towards the beach. The boardwalk that goes all the way around the harbor side of Norriego Point are all ADA accessible.

Councilmember Ramswell inquired as to the location of the handicapped parking.

According to Mr. Barrett, handicapped parking would be located in that portion of Norriego Point to be constructed by the City. There were plans that account for the actual handicapped parking spaces on that section of the roadway, but are not included in this project.

Councilmember Ramswell noted that in terms of the road and the question as to who is responsible for its construction is currently being investigated by the City's attorneys.

Councilmember Ramswell also pointed out that the property line, at least on the 95% plans presented to the FDEP, is not the property line shown on the deed or on the dedication legal description. She stated that ensuring property lines are in the proper property and parcel needs to be part of the plans. She added that the City's attorneys are also continuing to examine this issue.

Councilmember Ramswell asked which entities are listed in the CCCL permit. Mr. Barrett replied the City of Destin is the only entity listed in the CCCL permit.

Councilmember Hebert asked whether the 3 walkovers were still part of the project.

According to Mr. Barrett, their goal at this time is to build all 3 walkovers. They are included in the plans and bid documents; but, they could be presented as alternatives. If the bids come in a lot higher than anticipated, they would probably need to determine how many they could construct with the budget and additional funds they could acquire from the trustee group.

Councilmember Schmidt inquired as to the parties responsible for dealing with the erosion of the swimming swale areas on the western side of the point, which could potentially impact the boardwalk.

Mr. Barrett explained that the embayments are designed to erode in small amount so they create a slope that dissipates the energy of the wave action. They cannot guarantee what type of storm may hit this area in the future, but with the storm action they have seen within the past two years, they do not expect these embayments to erode much more than they see them right now. He continued that the City of Destin is responsible for maintaining these embayments. Norriego Point, with the exception of a portion of it, belongs to the City of Destin.

Councilmember Braden pointed out that Mr. Matt Trammell of Taylor Engineering told them a few years ago that he had no idea how much these embayments would erode; and that it would depend on the type of storm that hits this area. He added they would need to determine how to maintain these embayments if and when that happens.

According to Councilmember Ramswell, it was her understanding that a section of the northern tip, and quite possibly the eastern side of the point, have slightly eroded already. She wanted to know the reason for that erosion and whether it was intentional.

Mr. Barrett stated that the erosion, or outwash of sand, may have been the result of the northeastern part stabilization of the point. Some sand washed out from behind the stabilization structure; however, they do not believe it was enough to compromise the stabilization structure. He added that when they build the restroom facility and other structures, there will be some grading of sand in that area and more than enough to be used to fill the area that has washed out behind the stabilized portion of the point. There is also sand that would become available through the Corps of Engineers dredging that would take place within the next 6 to 12 months.

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

Mr. Parker Destin, a Destin resident, noted that the City has a lot in their code that promote growth, and with too intense of a growth in certain areas. A contentious development review at a previous meeting was a prime example. They had to approve a development which they thought had too much density and lacking enough parking spaces because it met the code. He continued that the code is old and needs to be updated. They will continue to have these problems unless they act immediately. If they do not like the idea of too much density, they need to regain their leverage and instruct staff to bring back a proposed ordinance that addresses units per acre in a lot of the transition areas around town. The majority of this Council believes that single family residential is the way to go. He also stated that they desperately need to overhaul the Multi-Modal Transportation District (MMTD) policies and the types of credits that are being handed out due to a system that will never work in the City of Destin.

Mr. Destin also recommends the City tries to obtain the Old Tyme Pottery property and turn it into something this community wants; perhaps, a recreational type facility that was previously discussed by this Council. Otherwise, they could find themselves being forced to approve a 500-unit apartment complex or similar development. He continued that they need a cohesive approach in trying to obtain this property, with Council instructing staff and a Council representative to approach County Commissioner Mel Ponder who would then talk to the County's Tourist Development Council. Together, they approach the Trust in Public Land or Triumph Gulf Coast for assistance in acquiring the property. He added that the School Board may eventually be asking the City for more space at the recreational facility near the Destin Elementary School as they will need to expand over the next several years now that they have the half-cent sales tax. The City could potentially be losing ballfields, and that the Old Tyme Pottery property would be a good place to start.

Attorney John Dowd, Jr., with Dowd Law Firm, speaking on behalf of the Destin Yacht Club Owners' Association, pointed out that the City's LDC and Comprehensive Plan contain a requirement in the South Harbor Mixed Use District (SHMU) for commercial component to be included in any residential structure. Currently, residential uses are prohibited in the SHMU area unless such residential area incorporates a minimum of 4500 square feet of public releasable commercial space, which creates excessive turmoil for the Association. He stated that the Yacht Club structure was developed before this requirement was enacted and even prior to the incorporation of the City of Destin. He requests amending the City's LDC, and if necessary, the Comprehensive Plan removing the 4500 sq. ft. of commercial space requirement for development.

Councilmember Destin stated that while the code requires the SHMU District to include a commercial component in any residential structure, they should reevaluate this issue and at the very least determine what type of commercial space to allow. Having a night club or a restaurant underneath a residential property could turn into a nightmarish experience for people who live there and create a bigger problem that they would need to address. He believes this rule only affects one condominium property and so any action they take would not affect any other projects. would be willing to offer a motion in this regard at the end of the public comment period.

Mr. Terry Dana, a Destin resident, expressed concern over dark sections of US Hwy 98 where there are no streetlights for 500-1000 feet, creating serious problems for motorists and pedestrians alike. There are existing streetlights that are not working. There are major developers with no streetlight in front of their property while their development orders require them to have it. He stated there is a website that provides access to every streetlight in the City and determine whether it is operable. He stated that he did an inventory of streetlights from Calhoun Avenue to Airport Road in March and learned that 18 lights were out. He addressed this issue with Public Works/Safety Committee, and that the committee promised to check into it. A recent inventory which he conducted revealed 30 streetlights are now out. He further stated this is a safety and welfare issue which this Council needs to address immediately to avoid any liability for any fatalities that may occur due to road conditions.

Councilmember Schmidt noted he was a member of the Public Works/Safety Committee and recalled the time this item was presented to the committee; and that the direction given at the time was to ask City staff, especially the Code Compliance staff, to take note of any street lights that are out as they drive around the City. He would like to address this issue further during his portion of the agenda.

Having no further comments from the public, the Mayor closed the public comments portion of the agenda.

At this time, Councilmember Destin brought back an issue which Attorney John Dowd addressed earlier regarding a code requirement for SHMU District to include commercial component in any residential structure.

Councilmember Destin moved to direct staff to work with Attorney John Dowd, who represents the Destin Yacht Club Owners' Association, and to come back with a feasible solution to the problem which Attorney Dowd has identified; seconded by Councilmember Ramswell. Motion passed 7-0 (Council members Schmidt, King, Hebert, Overdier, Destin, Ramswell, and Braden voted "yes").

Mr. Matthew Trammell, a Destin resident, noted he was the engineer of record on the stabilization component of Norriego Point. They have lost some institutional knowledge since several members of City staff have left over the past few years; but he would like for everyone to know what went into that design. He stated it was a very robust T-groin system and sheet pile walls both parallel and perpendicular with the shoreline. The functions of those structures is to be pre-filled and then on an average weight condition they will reach the point of equilibrium. Erosions within the embayments will slow down. He would also like to set the record straight with regards to Councilmember Braden's comments earlier about him not having any idea what the shoreline would look like in the future when the question was asked of him. He stated that his response to that question has been taken out of context. What he meant was he cannot say definitively what the shoreline would look like two years from now without the knowledge of the coastal conditions. However, he is confident that if they do not get any major hurricanes, it would look similar to the way it looks today. He also stated that they would need to dredge the Destin Harbor entrance to the channel. It was dredged a few years ago prior to the Norriego Point stabilization project, and it was dredged every year for 3 years. The intent of the design

was when they dredge the mouth of the Destin Harbor, that sand can be cost-effectively dredged in place within the embayments.

4. CITY MANAGER REPORTS

A. United States Army Corps of Engineers/Coast Guard Station Dredging Request for Sand Placement

The City Manager informed Council that the United States Coast Guard and the United States Army Corps of Engineers (USACE) need to dredge the Coast Guard Station ship channel and basin. They would like to place beach quality dredged sand within the boundaries of Norriego Point Park with Council's approval. The placement of the sand could be between the swimming area embayments and the vegetated dune, and possibly along the eroded area. The USACE has indicated they have other possible permit options for sand placement in the east jetty/finger point area if Norriego Point Park is not available.

Councilmember Hebert moved to authorize the sand from the US Coast Guard station and channel basin dredging project to be placed within Norriego Point Park as proposed; seconded by Councilmember Schmidt.

Councilmember Destin expressed concern over the sand color not matching existing white sand on Norriego Point; adding that if they spread this sand, it would be the first thing people would notice as they go over the bridge and into Destin.

Mr. Waylon Register from the USACE, participating online, addressed Councilmember Destin's concern stating there is no real way to give a 100 percent guarantee regarding the exact color of sand until they get the sand. However, they have dredged the basin in East Pass and spread the sand on the Coast Guard Station. It was a pretty white sand and they feel this sand will be quite similar. He also stated that the alternative sand placement was not exactly in the east jetty but in the deep water in the tip of the west jetty.

Councilmember Ramswell noted that according to Florida Statute, the Inlet Management Plan, and the critically eroded beaches summary dated June 2019, sand that is dredged should be placed in the most critically eroded areas. Currently, the most critically eroded section is the inlet by the Osteen Beach access. It is followed by the Holiday Isle Gulf front, and then the area near The Crab Trap. The inlet by the Osteen Beach access has eroded back to the point where an inland parcel is now waterfront. She recommends placing the sand in this area.

Councilmember Schmidt wants to make sure the Council has the option to recommend a different spot for the placement of sand than what has been proposed to the City.

Mr. Register replied affirmatively, stating they are currently looking for a place to put the sand and they would like for the sand to go to some sort of beneficial use.

Councilmember Destin noted they usually got the sand to go back to the embayments from dredging the middle of the channel, and that they never had a problem with the color of that sand. Since according to an earlier statement, they cannot guarantee color, he would not be

comfortable placing the sand being offered on the beautiful project they have just completed on Norriego Point.

Councilmember Schmidt stated that since this Council is being given the option of where to place that sand, he recommends they entertain Councilmember Ramswell's recommendation and offer a motion in that regard.

Councilmember Ramswell made a substitute motion to authorize the placement of sand from the US Coast Guard station and channel basin dredging project to the inlet area near the Osteen Beach Access in the finger jetty. Councilmember Hebert provided a second to the motion.

Councilmember Destin noted that the City has a White Sand Ordinance that requires staff to look at the sand and determine if the sand is white enough to be used as fill material. He asked at what point in the process should staff conduct this check to make sure they are following the ordinance.

Deputy City Manager Webb Warren stated they will be coordinating with the US Coast Guard and USACE as this process moves on to make sure they are in compliance with the ordinance.

The Mayor called for a vote on the motion, which passes 6-1 (Council members Schmidt, King, Hebert, Overdier, Ramswell, and Braden voted "yes"; Councilmember Destin voted "no").

B. COMPASS (Energov) Update

The IT Manager Matthew Pace provided a brief implementation update on the COMPASS (Energov System). He announced that COMPASS testing and training are currently ongoing. Adjustments are being made as necessary to correct any issues or process adjustments. The additional support provided by the EnerGov team has continued to provide tremendous support to the departments. Although the City has had some setbacks due to COVID-19, all efforts are being made to get the implementation back on track by staff as well as third-party vendors. At this point, the focus is on Community Development and Code Compliance staff to continue validation and testing in anticipation of the go-live in January 2021.

C. Appointment of City Council representatives to local/regional committees

The City Clerk noted there are several area-wide committees and organizations for which the City of Destin is represented by a member of the City Council. A new Council has been seated and appointments or re-appointments to these committees and organizations will need to be made.

The City Council made the following appointments:

Local and Regional Committees	Appointees
Economic Development Council Policy Board	<u>Primary</u> – Overdier <u>Alternate</u> – Ramswell
Northwest Florida League of Cities	<u>Primary</u> – Ramswell <u>Alternate</u> – Hebert
Northwest Florida Military Sustainability Partnership	<u>Primary</u> – Jarvis <u>Alternate</u> – Ramswell
Northwest Florida Regional TPO	<u>Primary</u> – Overdier <u>Alternate</u> – Schmidt
Okaloosa-Walton Transportation Planning Organization	<u>Primary</u> – Overdier/Braden <u>Alternate</u> – Hebert
Okaloosa County League of Cities	<u>Primary</u> – Jarvis <u>Alternate</u> – Destin
Okaloosa County Public Library Cooperative	<u>Primary</u> – Braden <u>Alternate</u> – King
Okaloosa County Public Transit Cooperative	<u>Primary</u> – Overdier <u>Alternate</u> – Braden
Tourist Development Council	<u>Primary</u> – Overdier <u>Alternate</u> – Hebert
Walton/Okaloosa/Santa Rosa Regional Utility Authority (RUA)	<u>Primary</u> – Jarvis <u>Alternate</u> – Braden
West Florida Regional Planning Council	<u>Primary</u> – Overdier <u>Alternate</u> – Ramswell

D. Appointment of members to citizen volunteer committees and boards

The City Clerk explained that in conjunction with the timing of the newly seated Council, the terms of several volunteer members of boards and committees have expired. All committee members with an expired term were notified in writing and were instructed to re-submit an application if they intend to seek a re-appointment to their respective committees. According to City code, each Council member is entitled to make one nomination to each committee, and the entire Council votes to appoint the member. The term of each appointed member runs concurrently with the term of the nominating Council member.

The City Council made the following appointments to the City’s boards and committees:

Board/Committee	Appointees	Nominated by:
Board of Adjustment	David Emerson	Schmidt
Parks and Recreation Committee	Leslie Schmidt Nikki Johnson Daniella Piper Sandy Trammell	Schmidt King Hebert Destin

Harbor/Waterways Board	William McKissick Casey Jones John Stephens	Hebert King Destin
Harbor CRA Advisory Committee	Mike Buckingham Capt. Jim Green III Sandy Trammell Ian Blaise	Destin King Hebert Schmidt
Local Planning Agency	Jim Wood Marcie Bell Karen Drexler	Destin Hebert King
Public Works/Safety	Anthony Ramswell Richard Hickey Shirley Perman Marcie Bell	Schmidt Hebert Destin King
Town Center CRA Advisory Committee	Lockwood Wernet Michel Sandstead Delores Morrell	Overdier Hebert Destin

E. Council factfinding representative to Gulf Power for new franchise agreement and undergrounding of utilities

The City Manager noted that the City is currently working with Gulf Power in matters relating to a new electric franchise agreement and undergrounding of its utilities. The Council previously delegated fact-finding authority on these matters to Councilmember Parker Destin, who would then report his findings to the council.

Motion by Councilmember Hebert, seconded by Councilmember Ramswell, to delegate fact-finding authority on matters relating to the Gulf Power franchise agreement and utility undergrounding project to Councilmember Dewey Destin passed 7-0 (Council members Schmidt, King, Hebert, Overdier, Destin, Ramswell, and Braden voted “yes”).

F. Announcements

1) FY2021 Visioning Session

The City Manager announced the upcoming Council visioning session is tentatively planned for mid/late January 2021, pending consensus from the Council.

It was the consensus of the Council to schedule the Council Visioning Session in mid/late January 2021 and to have Mr. Buzz Eddy as the lead facilitator.

Staff will bring back proposed dates for the session.

Councilmember Braden recommends each department head bring in their priority list of projects and ideas for Council to consider for the next budget cycle.

5. PUBLIC HEARINGS

- A. First reading of Ordinance 20-18-LC – Amending Article 3 "Definitions" and Article 8 of the Land Development Code to prohibit motorized scooter rental businesses, offices, and other related land uses within the City of Destin

The City Attorney read proposed Ordinance 20-18-LC by title, and then presented it to the City Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING ARTICLE 3 "DEFINITIONS" OF THE LAND DEVELOPMENT CODE; AMENDING ARTICLE 8 OF THE LAND DEVELOPMENT CODE TO PROHIBIT MOTORIZED SCOOTER RENTAL BUSINESSES, OFFICES, AND OTHER RELATED LAND USES WITHIN THE CITY OF DESTIN;; 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.

Ms. Marcie Bell, a Destin resident, noted she had already seen several such vehicles going up and down Holiday Isle. She expressed concern over the safety of the riders of these vehicles.

Councilmember Schmidt stated that this issue went before the Local Planning Agency when he was still a member of that committee. According to City staff, these scooters are street legal and could legally be driven on US Hwy 98. Though they can prohibit scooter rentals in the City of Destin, they cannot stop Walton County and other places not within the jurisdiction of the City of Destin from doing so.

Having no further comments from the public, the Mayor closed the public hearing portion and turned the matter over to the City Council for their discussion and consideration.

Councilmember Hebert moved for approval of proposed Ordinance 20-18-LC on first reading and direct the City Clerk to advertise it for second reading; seconded by Councilmember Overdier. Motion passed 7-0 (Council members Schmidt, King, Hebert, Overdier, Destin, Ramswell, and Braden voted "yes").

- B. First reading of Ordinance 20-31-CN – Amending Article VII "General Provisions" of the City Charter to create a new section prohibiting the conveyance, sale, lease or other transfer of interest of City parks without a super majority vote of the City Council; providing for a referendum on the charter amendment, providing for a ballot question for a vote at the March 9, 2020 Special Election

The City Attorney read proposed Ordinance 20-31-CN by title, and then presented it to the City Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA AMENDING ARTICLE VII “GENERAL PROVISIONS” OF THE CITY CHARTER TO CREATE A NEW SECTION PROHIBITING THE CONVEYANCE, SALE, LEASE OR OTHER TRANSFER OF INTEREST OF CITY PARKS; PROVIDING FOR A REFERENDUM ON THE CHARTER AMENDMENT; PROVIDING FOR A BALLOT QUESTION; PROVIDING FOR A VOTE AT THE MARCH 9, 2021 SPECIAL ELECTION ON WHETHER TO PROHIBIT THE CONVEYANCE, SALE, LEASE OR OTHER TRANSFER OF INTEREST OF CITY PARKS, SUBJECT TO CERTAIN EXCEPTIONS AS PROVIDED IN THE CHARTER; PROVIDING FOR COORDINATION WITH THE SUPERVISOR OF ELECTIONS; PROVIDING FOR CONFLICTS; SEVERABILITY; AND 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 turned the matter over to the City Council for their discussion and consideration.

Motion by Councilmember Braden, seconded by Councilmember Ramswell, to approve proposed Ordinance 20-31-CN on first reading and direct staff to advertise it for second reading passed 7-0 (Council members Schmidt, King, Hebert, Overdier, Destin, Ramswell, and Braden voted “yes”).

C. First reading of Ordinance 20-32-CC – Amending the Code of Ordinances, Article II of Chapter 9.5, Parking Regulations.

The City Attorney read proposed Ordinance 20-32-CC by title, and then presented it to the City Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO PARKING FINES; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE AMENDMENT TO ARTICLE II OF CHAPTER 19.5, PARKING REGULATIONS, PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; 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 turned the matter over to the City Council for their discussion and consideration.

Councilmember Overdier moved to approve proposed changes to Code of Ordinances Section 19.5-56 – raising the penalty for parking violations and for nonpayment from \$30.00 to \$100.00; seconded by Councilmember Ramswell.

Councilmember Destin feels \$30.00 to \$100.00 is quite a dramatic increase, especially when places where parking is prohibited seems very confusing in Destin. For instance, there are “no parking” signs posted all around the school, but people park everywhere when there is a school function and no parking tickets are written. It would not be fair for someone to suddenly decide to issue a parking ticket and charge someone \$100.00.

Councilmember Destin offered a substitute motion to raise the penalty for parking violations and for nonpayment from \$30.00 to \$50.00; seconded by Councilmember Hebert.

Councilmember Overdier noted that the recommendation to raise the penalty to \$100.00 came from the Short-Term Rental Task Force because a \$30.00 fine seemed too miniscule and is ignored. They feel \$100.00 fine would get people's attention. However, he would support incorporating staggered amounts of fines for repeat violations and if a citation is ignored.

Councilmember Destin asked what happens to the parking ticket issued by a Code Compliance Officer rather than a Sheriff's deputy.

According to the Land Use Attorney, when someone fails to pay the citation written by a Code Compliance Officer, the City would need to go to court to get paid. Issuing a Notice of Violation is when they can put a lien on someone's property by going before the Special Magistrate hearing process, however, they do not go this route for a parking citation.

Councilmember Schmidt asked how they could determine the severity of a parking violation on which to base the amount of fines.

The Land Use Attorney recommends that fines be based on the frequency of the violations and employing the staggered amounts of fines for first, second, third and subsequent violations to remove the subjective element. Furthermore, they could include a language in the code that if they receive over 3 parking citations, for instance, a Notice of Violations will be issued, and the case would then go through the Special Magistrate process.

Councilmember Schmidt would support a progression of \$50, \$75, \$100 and a Notice of Violation for subsequent parking citations.

Councilmember Ramswell asked if they were still towing vehicles.

According to the Land Use Attorney, they are still doing the towing of cars when there is a sign that authorizes towing. The citation for parking can be done anywhere where parking is prohibited.

Councilmember Destin modified his substitute motion to raise the penalty for parking violations and for nonpayment incorporating the staggered amounts of fines for first and subsequent parking violations to \$50, \$75 and \$100; seconded by Councilmember Hebert.

Councilmember Schmidt asked at what point should they implement the issuance of a Notice of Violation.

The Land Use Attorney announced that proposed Ordinance 20-32-CC will go back to first reading due to the substantial amount of changes that have been made to the ordinance, and so they will have the option of adding that language then.

Councilmember Destin stated he would leave the motion as is with the graduated fines and allow the Land Use Attorney to look into this issue further; and then add any appropriate language when it comes back for first reading again.

Motion passed 7-0 (Council members Schmidt, King, Hebert, Overdier, Destin, Ramswell, and Braden voted “yes”).

D. THE OAKS AT OLD TOWN MAJOR DEVELOPMENT ORDER (DO-21-04) & MAJOR SUBDIVISION (19-19-SP & 2031MS). The applicant is requesting a Major Development Order and Major Subdivision plat approval. The project is located at 140 Sibert Avenue (Parcel ID: 002S220310000D3850). The property is 1.59 acres and will consist of 19 long-term residential townhome units with a common pool, along with the associated infrastructure and platting

The City Attorney sworn in the following individuals for testimony:

Traci Goodhart – City of Destin Planner
Tim Sheppard – Authorized Agent for the Property Owner
Ross Binkley – Engineer of Record for the Project

The City Attorney asked if any member of the City Council had any ex-parte communications on this matter. Having none, the City Attorney turned the matter over to City staff .

Ms. Traci Goodhart, City Planner, introduced the project. She stated that the property has a Future Land Use Map designation of Residential, Office, Institutional (ROI) and a zoning designation of ROI – Village Residential (ROI-VR) . Upon completion of the technical review, City staff has determined that the project meets or exceeds the Comprehensive Plan requirements for major development and major subdivision.

Councilmember Overdier noted that the project is located south of the Destin Library. There is a house next to the library and then a wooded parcel which is the development itself. On the south side of that parcel is another house. He asked if the development will be in the middle of the two existing properties.

Mr. Tim Sheppard, the authorized agent for the owner of the property, noted there are actually two parcels between the wooded parcel and the library. The aerial maps show some dilapidated buildings that did not exist when the property owner bought the property in March 2019. There has not been any clearing done and nothing has been removed. The other property to the south of the wooded parcel is not part of the proposed development.

Councilmember Destin stated that the proposed development appears to meet the code as staff has indicated. However, this project will consist of 19 long-term residential townhome units on a 1.59-acre piece of property. It goes back to the issue they have previously discussed. If they continue to approve this type of development, they will completely overrun their capacities to have roads and all the other infrastructures. He continued that they are still

suffering under the Multi-Modal Transportation concept as this project only provides two parking spaces per unit. He asked how many bedrooms there are per unit.

Mr. Ross Binkley the Engineer of Record for the project stated that 3-bedroom units are being proposed.

Councilmember Destin stated that if all units are fully utilized, there would not be enough parking spaces; however, since this project appears to meet the code, they would be hard-pressed to disapprove it. He added they need to expeditiously try to find a solution to this problem. He will address this issue further and offer a motion directing City staff to do just that later in the meeting.

Councilmember Braden asked whether the problem they are having is LDC related, and whether the LDC is still up to date with regards to density and parking matters.

Community Development Director Louis Zunguze stated that it is an LDC issue, and that it is one issue they really must look at and address. In addition, the fact that they now have a much more robust comprehensive plan as far as density areas are concern, they really need to revisit all the density calculations they have in all the districts currently in the City. He added that this process is currently on-going, and they will provide a product for Council to consider early next year.

Councilmember Ramswell asked staff to address the compatibility issue and how this development blends in with the surrounding properties.

Mr. Zunguze explained that the issue of compatibility does not apply in this case because it is a permitted use and it meets all the current code requirements. He added they are required to look at compatibility on a proposed development that is a conditional use.

Councilmember Hebert asked what type of trees are being removed and what type of trees are being brought in as replacement.

According to Ms. Goodhart, the City's code requirements are to establish 32 if 2 ½ diameter, non-invasive trees species, such as Live Oaks, Crepe Myrtles, and Magnolia Trees.

Councilmember Schmidt asked that with the comprehensive plan being adjusted during the past few years with previous Council, whether there have been changes to the density.

Mr. Zunguze noted that the density has been lowered within the comprehensive plan, but it has not been lowered within the LDC; which is the task current staff is about to undertake.

At this time, the Mayor asked if any member of the public wishes to provide a comment for or against the proposed development. Having none, the Major closed the public hearing portion of this proceeding and turned the matter over to the City Council for further discussion and consideration.

Councilmember Hebert moved to approve the Oaks of Old Town, a Major Development Order and Major Subdivision; seconded by Councilmember Overdier. Motion passed 6-1 (Council members Schmidt, King, Hebert, Overdier, Destin, and Ramswell voted “yes”; Councilmember Braden voted “no”).

E. THE SUMMERFELL MAJOR DEVELOPMENT ORDER (DO-21-05) & MAJOR SUBDIVISION (20-11-SP & 20-30-MS).

The City Attorney sworn in the following individuals for testimony:

Traci Goodhart – City of Destin Planner
Tim Sheppard – Authorized Agent for the Property Owner
Ross Binkley – Engineer of Record for the Project

The City Attorney asked if any member of the City Council had any ex-parte communications on this matter. Having none, the City Attorney turned the matter over to City staff .

The Land Use Attorney requested that the staff report with all its exhibits be entered into the record as Staff Exhibit A. Seeing there are no objections from the applicant, above documents were entered into the record as Staff Exhibit A.

Ms. Traci Goodhart noted that the applicant is requesting a Planned Unit Development (PUD) and Major Subdivision plat approval. The property is approximately 1.65 acres and will consist of 3 single-family and 8 long-term residential duplex units. The property has a Future Land Use Map designation of Low Density Residential (LDR) and Medium Density Residential (MDR), due to the project being located within two different zoning districts. The applicant is also requesting a PUD deviation to allow the existing sidewalk along Legion Drive to remain 4’ wide, instead of implementing the 10’ wide sidewalk per the MMTD policy. Since a complete 4’ wide pedestrian network currently exists along both sides of Legion Drive, staff feels the request does not pose any negative risk to the public health, safety, or welfare. The project, however, proposes constructing a 10’ wide sidewalk along Benning Drive in accordance with the MMTD standards. Staff finds the project consistent with the comprehensive plan requirements.

Councilmember Destin asked staff to explain the Planned Unit Development requirements for the benefit of the new members of the Council.

According to Mr. Zunguze, Planned Unit Developments are typically based on 3 major criteria. One is public safety. If the standard is deemed counter-productive to public safety, it is a reason to deviate from it. The second is environmental concern. The particular area could be wetlands or things of that nature, and so it would be up for consideration. The third aspect is flexibility in terms of design.

Councilmember Destin stated that the applicant’s request for a waiver on the sidewalk from 10’ feet to 4’ wide on Legion Drive seems reasonable; however, if any of the people on that road redeveloped or rebuilt their home, he wants to know what type of sidewalk would they be required to put in.

Mr. Zunguze replied they would need to abide by the prevailing conditions at the time the work is undertaken; adding that if it is done now, it would require a 10' wide sidewalk.

Councilmember Schmidt noted the design shows a big empty space located in front of the duplexes. He asked if that parcel is a future site for more duplexes.

Mr. Binkley stated that the lot located in front of the development is going to stay vacant, adding that once the plat is created for this development, he does not think that lot can be further developed.

Councilmember Schmidt asked staff if there could be further development on that particular lot; and if so, what is involved in the process.

Mr. Zunguze stated he cannot really speak on a hypothetical situation until they see a plan; however, it would depend on the timeline involved with the application and the process in place during that period.

Mr. Tim Sheppard, Authorized Agent for the Property Owner, stated that the currently density would not allow building more units; adding that once this development is platted, there is no access to this property.

Councilmember Destin asked if, in return for the PUD deviation, the City could include a stipulation that no further construction on the site be part of the PUD negotiations; to which the Land Use Attorney replied affirmatively.

Councilmember Destin moved to approve the Planned Unit Development and Major Subdivision identified as “Summerfell at Old Town” and the associated Land Development Code deviation with a condition that there will be no further construction on site. Councilmember Overdier provided a second to the motion.

According to Councilmember Hebert, there is a note that says no site lighting is proposed for this development. She asked what that note means.

Mr. Binkley explained that they are not proposing a new street, which is usually when site lighting is required by the City. On the landscaping plan, the City has a requirement for trees and pedestrian scaled lighting along the sidewalk on Benning Drive, which is the only lighting they are proposing. They are not proposing any streetlights on Benning Drive or Legion Drive.

Councilmember Ramswell pointed out that the map is showing an ingress/egress on the southern border of the property, and another one coming off Anna Street, which could be used as an access road in the future.

Mr. Binkley noted that right-of-way is located further south, and there is a piece of vacant property between this development and that right-of-way.

According to Mr. Sheppard, if they could have gotten an access in from Anna Street, they could probably have gotten more units. But there is no other access to that property. They are also agreeing not to develop that portion anyway.

The City Attorney announced for the record that the applicant is agreeing to the motion being proposed at this time.

At this time, the Mayor opened a public hearing to receive comments for or against the proposed development. Having none, the Mayor closed the public hearing portion of the proceeding and called for a vote on the motion.

Motion passed 7-0 (Council members Schmidt, King, Hebert, Overdier, Destin, Ramswell, and Braden voted “yes”).

6. CONSENT AGENDA

- A. Interlocal Agreement with the Destin Fire Control District for Beach Safety Services and Lifeguard Services
- B. Amendment 1 to the contract between the City of Destin and UWF's Haas Center for the *Impact Analysis of Destin's Tourism Industry Project*
- C. Zerbe St Calhoun Ave Pedestrian Improvements Phase I authorization of City Manager to negotiate and enter into a Contract
- D. Community Development Document Scanning Adjustment
- E. Committee & Board Minutes

Councilmember Schmidt requests Consent Agenda item 6C be pulled for further discussion.

Motion by Councilmember Hebert, seconded by Councilmember Destin, to pull Consent Agenda item 6C for further discussion, and passed Consent Agenda items 6A, 6B, 6D, and 6E, as printed above, passed 7-0 (Council members Schmidt, King, Hebert, Overdier, Destin, Ramswell, and Braden voted “yes”).

Councilmember Schmidt noted that under Consent Agenda item 6C above, the J. Miller Construction bid shows 3 different sods – Bermuda, St. Augustine and Centipede – being installed for this one particular project. He asked if there was a specific reason to install 3 different types of sod for this project.

Public Services Director Michael Burgess explained this is a multi-modal type project. The bid list that was provided to the proposers included all 3 types of sod. The recommended motion that was provided that was provided at the bottom of the agenda item allows the City Manager latitude to negotiate, and one of the issues they would discuss with the contractor is uniformity in turf. The negotiation would include which turf to use.

Councilmember Schmidt moved to authorize the City Manager to execute a contract with J. Miller Construction for the construction of the Zerbe Street-Calhoun Avenue Pedestrian Improvements, consistent with the scope of work identified in RFB 20-14-PS, in an amount not to exceed \$683,677. Councilmember Ramswell provided a second to the motion, which passes 7-0 (Council members Schmidt, King, Hebert, Overdier, Destin, Ramswell, and Braden voted “yes”).

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

A. Councilmember Braden

Councilmember Braden commented that though they appreciate staff’s efforts to place Holiday lighting on US Hwy 98, many of the citizens have opined that the lights looked quite unimpressive. He asked staff to do what is necessary to improve upon it next year.

Councilmember Braden asked for an update on the Airport Road curve.

Mr. Burgess stated that Mr. Jimmy Smith, the project manager with Ceteris, an engineering and construction services company, informed him that the plans are currently in the construction office at District 3. Start date for construction has not been provided.

Councilmember Braden requests status of the proposed 3-way stop signs at Main Street and Kelly Street.

Mr. Zunguze stated they would bring back a full report and recommendations at the next City Council meeting; adding that Dewberry Engineering Co. is conducting the study.

Councilmember Braden asked when the complaint process be provided to the City Council.

According to the City Attorney, Mr. Larkin, the City’s Labor Attorney is currently adding the Whistleblower elements to this document. He will contact Mr. Larkin and provide an update to the City Council soon as possible.

Councilmember Braden inquired as to the status of the landscape redesign for US Hwy 98.

Mr. Burgess will contact FDOT to find out where they are in the process and provide an update to the City Council as soon as possible.

B. Councilmember Ramswell

Councilmember Ramswell announced that the Destin High School project is moving forward at a very rapid phase. They are currently under contract and were scheduled to close by the end of December this year. However, the finance company wanted all the permits in place before they close the contract, and so closing is now scheduled early to late January 2021. The

County has agreed to issue the bonds for the project, and they have also hired a school principal. There will be a press release issued within the next few days that would provide more information on this subject.

C. Councilmember Destin

According to Councilmember Destin, there was another near fatal accident involving a bicycle and a car on Calhoun Avenue a couple of weeks ago. A number of citizens contacted him expressing concern about the vehicular speed on that road. They need to find ways to slow down traffic on this road, and installation of speed bumps may be a permanent solution to that problem.

Councilmember Destin moved to instruct the City Manager to direct the City Engineer to look at speed bumps as a permanent solution to slowing down traffic at Kelly/Main intersection as well as on Calhoun Avenue; seconded by Councilmember Hebert. Motion passed 7-0 (Council members Schmidt, King, Hebert, Overdier, Destin, Ramswell, and Braden voted “yes”).

Next, Councilmember Destin stated that based on their previous conversations, they recognize they have a problem with the Multi-Modal Transportation District process, and they need to act quickly and come up with some solutions to the issues they have identified.

Councilmember Destin moved to instruct the City Manager to direct staff to come up with some proposed solutions to the problems that have been identified with the Multi-Modal Transportation District (MMTD) process within the next 60 days; seconded by Councilmember Hebert. Motion passed 7-0 (Council members Schmidt, King, Hebert, Overdier, Destin, Ramswell, and Braden voted “yes”).

D. Councilmember Overdier

1) Destin Christmas Parade

Councilmember Overdier stated that based on the daily updates they receive, the COVID-19 cases are increasing. Niceville and Navarre had already cancelled their Christmas Parade. He received mixed emotions when talking to the County Commissioners about this issue. Some of them are very adamant that they should not have any gatherings, such as a parade, anywhere during this time of crisis. He also stated that in talking to the Parks and Recreation Director, he learned that parade participants are now down from the typical 100 to 30, and parade volunteers from 20 to 7. He added that one of the Council’s main responsibilities is to provide for the health, safety and security for the citizens of Destin, having this parade is not meeting those needs.

Councilmember Overdier moved to cancel the Destin Christmas Parade; seconded by Councilmember Hebert.

Councilmember Schmidt stated that though this is a fragile time for everyone due to the pandemic, the health and well beings of the citizens are subject to different interpretations.

Mental health of the citizens is also quite important. A Christmas Parade to celebrate Christmas is quite important to a lot of them. Having less participants to the parade is actually an advantage. There are other cities, such as Fort Walton Beach, that are holding a Christmas Parade.

Councilmember Hebert stated that people's anxiety is high at this time, and people are not sure whether they want to be around other people. But they also want to find something exciting and fun to do. Holding this parade may be counter-productive on the safety side of what they should do for their citizens. .

Councilmember Braden noted that in talking to several people about the Christmas Parade, many were for it and only one against it so far.

The Mayor stated that according to some reports, outside dining is fine based on science. Based on that, there is no reason not to hold an outside event such as the Christmas Parade. Specially, if it is a smaller parade with less participants as it allows for more social distancing. He added they should leave it up to each individual whether they want to attend the parade.

Councilmember Ramswell stated that her concern is not exactly with the participants in the parade but with all the little kids and families all clustered together trying to grab the candies being thrown at the parade. She is in favor of cancelling it, but she wishes there are other alternatives such as a drive-thru Christmas Parade or planning something around New Year's Eve.

Councilmember Schmidt mentioned that with all the people he has talked to about the Christmas Parade, all were for it and none against it so far. He added that those who have planned to participate in the parade may have already spent some money preparing for it.

The Mayor called for a vote on the motion which failed 3-4 (Council members Overdier, Destin, and Ramswell voted "yes"; Council members Schmidt, King, Hebert, and Braden voted "no").

E. Councilmember Hebert

Councilmember Hebert addressed an earlier comment about the Holiday lighting on US Hwy 98. She stated that a member of City staff opined that the reason they did not have a beautiful Holiday lighting on U.S. Hwy 98 was because they do not have a lot of receptacles to plug in for electricity.

Councilmember Ramswell asked City staff to follow up with Gulf Power about allowing the City to place things such as banners and Christmas decorations on their poles; to which Gulf Power had supposedly agreed.

Councilmember Hebert complimented the City's Parks and Recreation staff for putting together the Drive-Thru Christmas Tree Lighting event; adding that many people have expressed their appreciations and were very impressed with the event.

- F. Councilmember King
- G. Councilmember Schmidt

Councilmember Schmidt asked City staff to follow up on the lighting issues on US Hwy 98; a concern expressed earlier by a citizen.

Mr. Burgess noted that the citizen who spoke about this issue earlier also attended a Public Works/Safety Committee meeting back in March this year and relayed those same concerns. He stated that this year, a member of City staff had driven around town, either at night or very early in the morning, on a quarterly basis and documented every streetlight that was out. They accessed the Gulf Power portal and reported their findings. The initial inventory was 110 lights being out City wide, and the latest inventory showed that number going down to 75. He noted that they monitor the progress through the City's streetlight inventory program created by the City's GIS Manager; adding that the City has over 1400 streetlights in its inventory. He also stated that members of the public can use the City's Help Desk to report streetlights that are out, and City staff will in turn provide that information to Gulf Power.

Councilmember Destin will discuss this issue with Gulf Power, to include the possibility of obtaining a refund for some of the maintenance fee they are paying Gulf Power to maintain the streetlights.

- H. Mayor Gary Jarvis
- I. Land Use Attorney

According to the Land Use Attorney, the City of Bradenton Beach is planning to send proposed changes to the law regarding derelict vessels to the legislature and trying to lobby for stronger protection against derelict vessels. She asks for Council's direction before responding to the City of Bradenton Beach attorney. She stated that if Council is interested, she could gather some information on the exact details of the proposal and bring that information back at another Council meeting for review.

It was the consensus of the Council to have the Land Use Attorney gather some information on what the City of Bradenton Beach is planning to send to the Legislature opposing changes on the law on derelict vessels and lobbying for some stronger protection against derelict vessels.

- J. City Attorney

- 1) Request to schedule an executive session pursuant to section 286.011(8), *Florida Statutes*, in the case of *Carolyn L. Bourland v. City of Destin, Florida, et al.*, Case Number 2019 CA 002769, in the Circuit Court of the First Judicial Circuit, in and for Okaloosa County, Florida.

Motion by Councilmember Ramswell, seconded by Councilmember Hebert, to schedule an executive session on Monday, December 21, 2020, at 5:30 p.m. passed 7-0 (Council members Schmidt, King, Hebert, Overdier, Destin, Ramswell, and Braden voted "yes").

8. PUBLIC COMMENTS

Ms. Marcie Bell announced there have been two virtual meetings initiated by the National Park Service in referenced to Crab Island, in which she participated. She stated that a decision will be made around March 2021 whether to allow any commercial activity on Crab Island at all. She expressed concern as to where it could take place if they prohibit commercial activity on Crab Island this coming season, and the safety issue it might create. She continued that one such place is the inlet area near the finger jetty where the Council proposes to place the dredged sand to USACE. Commercial activity is already taking place in that area, as she previously reported to Council.

ADJOURNMENT

Having no further business at this time, the meeting was adjourned at 10:15 PM.

Gary Jarvis, Mayor

ATTEST:

Rey Bailey, City Clerk

Mayor Gary Jarvis
January 4, 2021 City Council Presentation

Employee of the Year Award

Each year an Employee of the Year is nominated and selected by co-workers to celebrate qualities that inspire us to achieve the City's mission:

“We are an organization that strives to provide a healthy, safe quality of life, balancing the needs of our residents with the expectations of our visitors, and providing open, clear, accurate communication.”

The 2020 Employee of the Year award has become a tradition and is in its 30th year.

It is a pleasure to honor Lidieth Quintana of the Public Services department as the 2020 Employee of the Year.

Lidieth please come forward.

Lidieth began working for the City, late January of 2015 with the Library as a Custodial Technician. She was responsible for the cleanliness of that entire facility. She showed her value within months of being on the job. She was extremely

productive and displayed very high standards which patrons appreciated.

Upon adoption of the FY18 budget, she moved to the Public Services department, was promoted to full-time serving the needs of the whole organization.

Co-workers identified these core values with our 2020 Employee of the Year:

- Transparency
- Teamwork
- Integrity
- Professionalism
- Stewardship

It is in those dedicated tasks that have brought her to this point.

Lidieth these are but a few things written about you:

- Attention to detail is unwavering; high standards
- No matter the task she takes it seriously,

- Doesn't cut any corners, done right the first time,
- She is a team player, self-starter, extremely punctual,
- She has the ability to foresee problems and plan ahead,
- Takes pride in everything she does.

Lidieth on behalf of our citizens, elected officials and staff please accept:

This cash certificate; and,
This etched plaque commemorating your
achievements, and

You will also have a reserved parking space at for the
next year.

Congratulations Lidieth.

//APPLAUSE//

//Comments from the Employee of the Year//

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 4, 2021

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Joey Forgione, Code Compliance Manager
Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

DATE: December 29, 2020

SUBJECT: Livery Workshop Update

I. BACKGROUND: On December 14, 2020, the City Council held a workshop at which issues affecting livery vessels were discussed. This is a brief status update to information requested by the City Council as a result of that workshop. More detailed information will be provided at the January 19, 2021 regular City Council meeting.

II. DISCUSSION: I. Overview

Staff is working on a comprehensive review of questions posed by the City Council, and issues affecting livery vessels. The Code Compliance Department is working with Community Development, the City Land Use Attorney, and City Management to address the questions and concerns posed by industry stakeholders and the City Council. Additional and comprehensive information will be provided at the next regular City Council meeting of January 19, 2021.

In the meantime, staff wishes to respond to the City Council with regard to the Council's specific questions on the City's recent compliance efforts as well as on the information submittal requirements of City livery vessel applications.

II. Compliance efforts from 2019 and 2020:

A. Livery Vessel Violations/General (e.g., failure to register, failure to display decal; increase in vessels).

2019 totals: 7 Verbal Warnings, 10 Written Warnings, 9 Notices of Violation, 1

Monetary Citation.

2020 totals: 2 Verbal Warnings, 5 Written Warnings, 2 Monetary Citations.

B. Rogue Vendors:

2019 Totals: 7 Rogue Business investigations resulting in 2 NOV's, 1 Citation warning, 1 verbal warning; 3 were unfounded.

2020 Totals: 6 Rogue Business investigations resulting in 1 NOV, 1 Citation; 5 were unfounded.

III. Application Submittal Requirements. The following sets forth the information requested from the applicant, and a brief statement as to why the City requests such information:

Page 1 Cover Sheet Checklist: Provides the applicant with a list of required documentation to be submitted, for efficiency.

Page 2 Acknowledgement Page: Livery Vessel Owner/Agent affirms that they have been informed of, and will abide by, the City's Rules and Regulations.

Page 3 Information Page as it pertains to the Business owner, Property Owner: General contact information required as part of any application.

Page 4 Refueling Plan: Required by Destin Fire Control.

Page 5 & 6 List of Livery Vessels with Coast Guard Approved number of Passenger: This information is used in determining the number of parking spaces and decals to be issued each season.

Page 7 Signature Page: Certification that all vessels have been listed and no more than what is listed will be operated.

Page 8 Staff Verification Form: To be completed by staff to indicate whether application is complete with all required information.

Page 9 Right to conduct Business: Shows that property owner authorized vendor to conduct business.

Page 10 & 11 Parking Plan and/or Parking Agreement (For determination of parking requirements pursuant to LDC section 8.06, Table 8-6). *Parking plans* are required for all livery vessel businesses, to ensure existence of adequate

parking. **Parking Agreements** are required of those properties that have multiple businesses operating on one parcel and/or lease shared parking spaces for provision of adequate parking.

Other Required documents to be submitted **along with application** are as follows:

City of Destin Business Tax Receipt: A BTR is required to operate a business in the City of Destin. A copy of the BTR is requested to confirm this requirement has been met. BTRs are issued pursuant to Florida Statutes and Code. A list of all businesses legally operating on site is provided with the livery vessel application to assist staff in determining parking adequacy because it is common in the city for livery vessel operations to operate on property where other businesses are located. When staff reviews parking sufficiency, whether the same parking spaces are being utilized for more than one business is relevant to the analysis.

Site plan showing location of permanent ADA restroom facilities and business-owned trash and recycling receptacles. This information is requested to ensure compliance with state/federal ADA laws, building codes, and city codes.

Copy of State of Florida Submerged Land Lease: Shows that mooring of livery vessels will be contained within its boundaries.

Copy of FWC Vessel Livery Operator's Certificate of Completion for owner and any management providing pre-ride/pre-rental instructions pursuant to Florida Statutes 327.54. This is required for public safety and to assist local businesses in protecting the public.

Vendor's Proof of Insurance: This is requested to ensure compliance with state law, and for protection of the business and public, pursuant to Florida Statutes 327.54.

Valid and current **Florida Department of Revenue Sales Tax Certificate.** This is required to confirm compliance with state law.

Copy of Sample Renter's Agreement attesting the renter received instructions pursuant to Florida Statutes 327.54. This is required for public safety and to assist local businesses in protecting the public.

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

III. CONCLUSION: This agenda item is to provide a response to questions directed to staff from the City Council, as well as to inform the Council that staff from various departments are working on additional responses to questions posed by the City Council and stakeholders. Comprehensive information will be provided by staff to the City Council at the next regular Council meeting.

IV. **RECOMMENDED MOTION:** No recommended motion at this time.

Attachments:
None

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 4, 2021

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Kyle Bauman, City Attorney
Louis Zunguze, Community Development Director

DATE: December 15, 2020

SUBJECT: Harbor Capacity Study Steering Committee

I. BACKGROUND: On April 18, 2019, the City of Destin entered into a partnership with the Army Corps of Engineers to undertake a Carrying Capacity Study of the Destin Harbor and Calhoun Area including Choctawhatchee Bay.

As part of the Scope of Work, City Council directed Staff to advertise for members of the Harbor Carrying Capacity Steering Committee (the "Steering Committee"), a group to be tasked with providing oversight for the study to ensure that all elements within the Harbor Capacity Scope of Work are effectively addressed and implemented. An application was distributed to invite participation from key stakeholders from the following specialty areas:

1. Marina Owner
2. Marine focused Business Owner
3. Recreational Business Owner
4. Harbor Businesses and/or service
5. Service Members from other Boards
6. Members of the Public

At the April 6, 2020, regular City Council meeting, the City Council elected to expand the membership of the Steering Committee from 7 to 8 and allowed the Mayor to submit a nomination. Between the March 2, 2020, and April 6, 2020, regular City Council meetings, 8 members were nominated and confirmed by the Council. These members filled the diverse community and stakeholder roles targeted by staff to ensure that the constitution of the Steering Committee is both knowledgeable of the topics that will be discussed and represents a diverse group of individuals with vested interests in ensuring the health of Destin Harbor. These 8 members together with their nominators in parentheses and the criteria each fulfill are:

1. Captain Jim Green (Mayor Jarvis)
 - a. Member of the Public
 - b. Marine Focused Business Owner
 - c. Recreational Business Owner
 - d. Harbor Businesses or Services
 - e. Appointed Members from other Boards

2. Eddie Morgan (Councilmember Morgan)
 - a. Member of the Public
 - b. Marine Focused Business Owner
 - c. Marina Owner

3. Jason Klosterman (Councilmember Braden)
 - a. Member of the Public
 - b. Marine Focused Business Owner
 - c. Harbor Business or Services
 - d. Appointed Member from other Boards

4. Mike Buckingham (Councilmember Ramswell)
 - a. Member of the Public
 - b. Harbor Business or Services
 - c. Appointed Member from other Boards

5. Guy Tadlock (Councilmember Menchel)
 - a. Member of the Public
 - b. Appointed Member from other Boards

6. Michael Dombrowski (Councilmember Overdier)
 - a. Member of the Public
 - b. Harbor Business or Services

7. Claude Perry (Councilmember Marler)
 - a. Member of the Public
 - b. Marine Focused Business Owner
 - c. Harbor Business or Services
 - d. Marina Owner

8. John Stephens (Councilmember Destin)
 - a. Member of the Public
 - b. Marine Focused Business Owner
 - c. Recreational Business Owner
 - d. Harbor Businesses or Services

The Steering Committee has yet to meet. Nevertheless, the membership of the Council has changed since the Steering Committee was first implemented and the new Councilmembers may wish to nominate the same member or new members.

II. DISCUSSION: Because the study has yet to be performed, the Steering

Committee has not yet met. The following members were nominated by Councilmembers who have since left office:

1. Eddie Morgan
2. Guy Tadlock
3. Claude Perry
4. John Stephens

Eddie Morgan and Claude Perry were the only two of the original eight appointed members who fulfilled the role of "Marina Owner." These were also the only two from the total pool of applicants who fulfilled the role "Marina Owner."

The other five categories (Member of the Public, Marine Focused Business Owner, Recreational Business Owner, Harbor Businesses or Services, and Appointed Members from other Boards) are fulfilled by the remaining four members nominated by Councilmembers Braden, Ramswell, and Overdier and Mayor Jarvis.

Attached to this Agenda Item Report is the Agenda Item Report from March 2, 2020, which contains a description of each of the original applicants and a chart describing which roles each fulfills.

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

III. CONCLUSION: The newly elected Councilmembers are free to nominate whomever each wishes to constitute the remaining four members of the Steering Committee. However, to ensure that the Steering Committee is comprised of a diverse group of stakeholders with an interest in the Harbor and the Carrying Capacity Study, staff respectfully requests that the Council ensure that at least one of the newly nominated members fulfills the role of "Marina Owner."

If Council would prefer, it could direct staff to advertise these positions to the general public and solicit new applications.

IV. RECOMMENDED MOTION: I move to nominate _____ to the Harbor Capacity Study Steering Committee.

Attachments:

1. Agenda Report - Harbor Capacity
Study Steering Committee
2. Excerpts - March 2, 2020 City
Council Meeting Minutes
3. Excerpts - April 6, 2020 City Council
Meeting Minutes

**COMMUNITY DEVELOPMENT DEPARTMENT****AGENDA ITEM****CITY COUNCIL MEETING DATE:** March 2, 2020**TYPE OF AGENDA ITEM:** Staff Report and Recommendation

TO: City Council**THRU:** Lance Johnson, City Manager**FROM:** Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney**DATE:** February 25, 2020**SUBJECT:** Harbor Capacity Steering Committee Selection Process

BACKGROUND:

On April 18, 2019, the City of Destin entered into a partnership with the Corps of Engineers to undertake a Carrying Capacity Study of the Destin Harbor and Calhoun Area including Choctawhatchee Bay.

As part of the Scope of Work, City Council directed Staff to advertise for members of the Harbor Carrying Capacity Steering Committee, a group to be tasked with providing oversight for the Study to ensure that all elements within the Harbor Capacity Scope of Work are effectively addressed and implemented. An application was distributed to invite participation from key stakeholders from the following specialty areas:

1. Marina Owner
2. Marine focused Business Owner
3. Recreational Business Owner
4. Harbor Businesses and/or service
5. Service Members from other Boards
6. Members of the Public

DISCUSSION:

The City advertised for applicants for the Harbor Capacity Steering Committee from January 29 – February 25, 2020 and received 14 applications. Below is a summary of applicants, in no particular order:

- **Mr. Jared Waites.** City Resident. He has lived in Destin for 34 years, during that time he has been employed by the local charter industry and owned an inshore/nearshore fishing charter and kayak business. Currently serves as Vice-President of Destin Pools.
- **Mr. Richard Drago.** City Resident. He has lived on Holiday Isle for 6 years. He has a B.S. in Mechanical Engineering and has worked in the Power Generation and Civil Engineering Industry for 31 years.
- **Mr. Patrick Wilson.** City Resident. He has lived in Destin for 28 years. He operated a small charter boat and received his Captain license in 1996. Been in the local Real Estate market since 2005. Currently operates a professional drone pilot/photography business.
- **Mr. Eddie Morgan.** City Resident. He has lived in Destin for 36 years. He is the owner of Harbor Docks Restaurant and Marina.
- **Mr. Michael Dombrowski.** City Resident. He has lived in Destin for over 24 years. He has a M.S. in Coastal and Oceanography Engineering and owns a coastal marine and water resources consulting firm in Destin.
- **Mr. Bill Cole.** Non-resident. He has worked in Destin for 30 years. Currently, he serves as the property manager and leasing agent for various Harbor District properties.
- **Ms. Sheri Andrews.** City Resident. She has lived in Destin for 50 years and owns SEA Chase Watersport.
- **Mr. John Stephens.** City Resident. He has lived in Destin for 12 years and owns Luther's Pontoon, Wave runner, and Kayak Rentals.
- **Ms. Maya Schilder.** Non-resident. She has lived in the area for over 20 years and is the General Manager for Destin Xtreme H2O Watersports and Destin Parasailing.
- **Mr. Mike Buckingham.** City Resident. He has lived in Destin for 35 years and has a vested interest in the Harbor District.
- **Mr. Jason Klosterman.** City Resident. He has lived in Destin for 32 years and is a Licensed Captain and second-generation fisherman.
- **Mr. Guy Tadlock.** City Resident. He has lived in Destin for 16 years and is a retired Engineer with a background in project management.
- **Mr. Claude Perry.** City Resident. He has lived in Destin for 60 years and is a Harbor District Property Owner.
- **Ms. Kimberley Perry Mergler.** City Resident. She has been a resident of Destin for 6 years, where she works with Mr. Claude Perry managing Harbor properties.

Applicant	Members of the Public	Marine Focused Business Owner	Recreational Business Owner	Harbor Businesses or Services	Appointed Members from other Boards	Marina Owner
Jared Waites	X	X		X		
Richard Drago	X					
Patrick Wilson	X			X		
Eddie Morgan	X	X		X		X
Michael Dombrowski	X			X		
Bill Cole	X			X		
Sheri Andrews	X	X	X	X		
John Stephens	X	X	X	X		
Maya Schilder	X	X	X	X		
Mike Buckingham	X			X	X	
Jason Klosterman	X	X		X	X	
Guy Tadlock	X				X	
Claude Perry	X	X		X		X
Kimberley Perry Mergler	X			X		

RECCOMENDATION:

Staff recommends City Council select a total of 7 diverse applicants based on who best represents a specific stakeholder group as outlined in the advertisement for the Harbor Capacity Steering Committee.

RECOMMENDED MOTION:

I move that the City Council appoint 7 applicants to the Harbor Capacity Steering Committee, those members are....

Exhibits:

- A. Letter to the Army Corps of Engineers – April 18, 2019**
- B. Harbor Carrying Capacity Scope of Work**

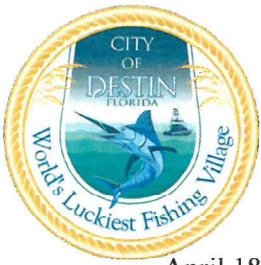


Carrying Capacity Study Summary and Scope

A carrying capacity study is a comprehensive study that determines if an environment (i.e., land, water body) is sustainable based on existing and/or future conditions. Carrying capacity studies require the identification of a specific study area. Additionally, carrying capacity studies require scientific methods, which require the identification of measurable indicators.

The City of Destin Harbor Capacity Study Scope of Work includes the following elements:

- Aesthetics
- Socioeconomics
- Quality of life
- Community character issues (including population concentration)
- Availability of open space
- Habitat diversity
- Diversity and health of existing species



Office of the City Manager

4200 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-837-4242 | www.cityofdestin.com

April 18, 2019

Mr. Curtis Flakes
Chief, Planning and Environmental Division
U.S. Army Corps of Engineers
Mobile District
P.O. Box 2288
Mobile, AL 36628-0001

SUBJECT: Corps of Engineers' Planning Assistance to States Program – Destin Harbor & Calhoun Area Carrying Capacity Study

Dear Mr. Flakes:

This is in reference to the Corps of Engineers' Planning Assistance to States Program. We understand the provisions of Section 22 of the Water Resources Development Act of 1974, as amended, provides the authority for the Corps to assist in the preparation of comprehensive plans for the development, utilization, and conservation of water and related land resources. The City of Destin requests planning assistance for a Carrying Capacity Study of the Destin Harbor and Calhoun Area including Choctawhatchee Bay.

We understand that upon receipt of a letter requesting assistance from the Corps of Engineers, the Corps will prepare a Scope of Work and a cost estimate for a study. If the City of Destin enters in to an agreement to work on a Section 22 study, we understand we will be responsible for 50 percent of study costs.

We would like to discuss the availability of information required, as well as the schedule and level of effort needed in order to negotiate the appropriate agreements required to initiate a Section 22 study. My point contact for this effort is the Community Development Director for the City of Destin, Mr. Louis Zunguze. He may be contacted at 850-837-4242 or lzunguze@cityofdestin.com.

Should you have any further questions or concerns, please do not hesitate to contact me either via e-mail (ljohnson@cityofdestin.com) or phone (850-837-4242).

Sincerely,

Lance A. Johnson
City Manager

cc: Destin City Council (via email)
Mayor Gary Jarvis (via email)
Louis Zunguze, Community Development Director (via email)
Planning Division (via email)
Kyle Bauman, City Attorney (via email)
Kimberly Kopp, City Land Use Attorney (via email)

Rey Bailey

From: noreply@civicplus.com
Sent: Tuesday, February 18, 2020 12:03 AM
To: Clerks Department
Subject: Online Form Submittal: Harbor Capacity Study Steering Committee Application

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Harbor Capacity Study Steering Committee Application

Introduction:

The City of Destin has partnered with the United States Army Corps of Engineers to conduct a Harbor Capacity Study for the Harbor and Choctawhatchee Bay areas.

To assist in overseeing the Study effort, the City of Destin is seeking to establish a Harbor Capacity Study Steering committee.

The purpose of this committee is to provide oversight for the Study and ensure that all elements within the City of Destin's Harbor Capacity Study Scope of Work (scope attached) are effectively incorporated. The City is looking for participants from the following stakeholder entities to compose the committee:

- Marina Owners
- Marine Focused Business Owners
- Recreational Business Owners
- Harbor Businesses/Services
- Service Members from Other Boards (i.e. Harbor CRA, Harbor and Waterways Board)
- Members of the Public

First Name Jared
Last Name Waites
Home Address 757 Whippoorwill Circle
City Destin
State FL

Zip	32541
Mailing Address (if different from above)	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Phone	850-688-7250
Email	jaredwaites@gmail.com
If necessary, may we contact you during the day?	Yes
Please provide a brief description of your education and professional experience:	I'm a college graduate whom has worked on charter boats in my younger years, owned a successful inshore/nearshore charter boat and kayak fishing charter business, professionally fished the IFA circuit and am the Vice President of Destin Pools. Our swimming pool business is directly tied to our tourism and the bather loads in the pools as they dictate the amount of chemical being applied directly to the pool/spa.
Are you currently a resident of Destin?	Yes
How long have you lived in Destin?	34 years
Are you a registered voter in Okaloosa County?	Yes
Do you work or own a business in Destin?	Yes
If yes, what is your business relationship within the jurisdictional boundaries of the City of Destin?	Destin Pools Inc.
Do you hold any type of public office?	No
Have you ever been convicted of a felony?	No

If yes, please explain, including dates of conviction:

Field not completed.

At the present time, do you serve on any City Board, Commission, or Committee?

No

If yes, please list appointments:

Field not completed.

Why are you interested in serving as a member of the Harbor Capacity Study Steering Committee?

Because I'd like to give a different perspective as a long time resident born and raised in this town that I love so much.

Please explain your understanding of the City of Destin Comprehensive Plan, Land Development Code (LDC), and Environmentally Sensitive areas:

I have little direct experience with CDCP or LDC but I have knowledge of erosion control techniques that could greatly benefit our area with a low cost and low upkeep/maintenance that are self healing in the event of storm damage.

Please explain your knowledge of governmental procedures and processes:

I don't have any experience with government procedures other than the public side of process.

Please outline your familiarity with the physical, social, and economic composition of the City of Destin, particularly, in the Destin Harbor and Choctawhatchee Bay area:

We have a mixture of homeowners, various business owners and then our fleet among the many tourists that share our waterways. I'm familiar with many of the issues we face not only in the harbor but also at Crab Island and surrounding waters especially our local bayous as an avid outdoorsman and boat captain.

Please outline your familiarity with major issues impacting the Destin Harbor and Choctawhatchee Bay area:

We have an major influx of visitors each year and our parking is obviously an issue. This is both an on the water issue in regards to mooring/docking despite having two public slips in the harbor that are extremely hard to get to especially if the City of Destin Harbor boat is there along with the Destin Fire Dept. vessel that is on a lift. We also have major issues with rental watercraft blatantly operating their vessels recklessly and major sea grass destruction on and around Crab Island that is crucial to our marine fishery. We have major issues with erosion control despite the millions spent on dredging and protecting Norriego point however one good storm and all that effort could quickly bring us back to dune erosion like we faced after Hurricane Opal. We are putting a bandaid on a broken leg in regards to the marine seawalls and rocks we have deployed

so far and I know there are some relatively low tech solutions that wouldn't require a lot of time to maintain nor a huge budget to deploy that are used world wide and that are self healing and are actually natural reefs formed of calcium carbonate and essentially form from minerals found in the water they are housed in. They grow faster than an oyster and will repair damaged seawalls, form new storm barriers and protect our local harbor better than any solution we've employed over the years so far. I recommended this process years ago to Mayor Sam Seaver's and it fell on deaf ears as her term was ending shortly after our discussion.

The Harbor Capacity Study Steering Committee requires a significant commitment from its appointees; if appointed, will you be able to complete a full term (up to 12 months) and attend regularly scheduled meetings?

I will be able to complete a full term and attend regularly scheduled meetings as applying for this position would require that level of responsibility and accountability as a resident of Destin.

Please share any other information you feel is important for consideration of your application to the Harbor Capacity Study Steering Committee:

I worked at the Gulfarium in the aquaculture culture department and my team was directly responsible for the design, construction, maintenance and upkeep of the 42,000 gallon reef tank formerly called the Living Sea. I grew up for over half my life at the Gulfarium as my father worked there for early 30 years. I love the water and I love my town and our heritage.

My electronic signature below indicates my desire to serve as a member of the Harbor Capacity Study Steering Committee:
BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature

Electronic Signature Verification

Date

2/18/2020

Carrying Capacity Study Summary and Scope

A carrying capacity study is a comprehensive study that determines if an environment (i.e., land, water body) is sustainable based on existing and/or future conditions. Carrying capacity studies require the identification of a specific study area. Additionally, carrying capacity studies require scientific methods, which require the identification of measurable indicators. The City of Destin Harbor Capacity Study Scope of Work includes the following elements:

- *Aesthetics*
- *Socioeconomics*
- *Quality of life*
- *Community character issues (including population concentration)*
- *Availability of open space*
- *Habitat diversity*
- *Diversity and health of existing species*

If you have any questions, please contact Samantha Brisolaro at 850-654-1119 or sbrisolara@cityofdestin.com

Email not displaying correctly? [View it in your browser.](#)

Rey Bailey

From: noreply@civicplus.com
Sent: Monday, February 24, 2020 1:51 PM
To: Clerks Department
Subject: Online Form Submittal: Harbor Capacity Study Steering Committee Application

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Harbor Capacity Study Steering Committee Application

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The City of Destin has partnered with the United States Army Corps of Engineers to conduct a Harbor Capacity Study for the Harbor and Choctawhatchee Bay areas.

To assist in overseeing the Study effort, the City of Destin is seeking to establish a Harbor Capacity Study Steering committee.

The purpose of this committee is to provide oversight for the Study and ensure that all elements within the City of Destin's Harbor Capacity Study Scope of Work (scope attached) are effectively incorporated. The City is looking for participants from the following stakeholder entities to compose the committee:

- *Marina Owners*
- *Marine Focused Business Owners*
- *Recreational Business Owners*
- *Harbor Businesses/Services*
- *Service Members from Other Boards (i.e. Harbor CRA, Harbor and Waterways Board)*
- *Members of the Public*

(Section Break)

First Name	Richard
Last Name	Drago
Home Address	365 Gulf Shore Drive Unit 5
City	Destin
State	FL.

Zip	32541
Mailing Address (if different from above)	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Phone	850 502-7933
Email	drago.rick@yahoo.com
If necessary, may we contact you during the day?	Yes
Please provide a brief description of your education and professional experience:	<p>BS Mechanical Engineering.</p> <p>Field Engineering Supervisor-Supervise 11 Field Engineers throughout an 11 state territory. Engineers consist of Mechanical, Civil, Fire Protection, Power Generation.</p> <p>I have 31 years experience in the Power Generation and Civil Engineering industry.</p>
Are you currently a resident of Destin?	Yes
How long have you lived in Destin?	6 years on the south harbor
Are you a registered voter in Okaloosa County?	Yes
Do you work or own a business in Destin?	Yes
If yes, what is your business relationship within the jurisdictional boundaries of the City of Destin?	I have a home office
Do you hold any type of public office?	no
Have you ever been convicted of a felony?	No

If yes, please explain, including dates of conviction:	<i>Field not completed.</i>
At the present time, do you serve on any City Board, Commission, or Committee?	No
If yes, please list appointments:	<i>Field not completed.</i>
Why are you interested in serving as a member of the Harbor Capacity Study Steering Committee?	I have lived on the Harbor for the past 6 years. In that short period I have watched the Harbor change and endure unbelievable growth during this period. I also do not think residences on the south harbor (the property owners on Holiday Isle) which backdoors are on the harbor are under represented.
Please explain your understanding of the City of Destin Comprehensive Plan, Land Development Code (LDC), and Environmentally Sensitive areas:	<p>The comprehensive plan provides the principles, guidelines, standards, and strategies for the orderly and future growth of the City. The Comp Plan is required by the State of Florida and has to be updated every 10 years.</p> <p>The LDC sets the regulations, restrictions, and zoning districts in the City. These can be changed with due process by the City Council.</p> <p>Environmentally Sensitive Areas can be an extension of State environmental laws as well as the City's initiatives relative to environmental concerns.</p>
Please explain your knowledge of governmental procedures and processes:	Elected or appointed representatives working consistently within the Florida Constitution/Laws and the City of Destin's Charter providing leadership and municipal services to its residents.
Please outline your familiarity with the physical, social, and economic composition of the City of Destin, particularly, in the Destin Harbor and Choctawhatchee Bay area:	Destin has grown from a sleepy fishing village to a world class vacation destination. There is a constant struggle to preserve some of its heritage while balancing with the economic needs and the quality of life of its citizens. Due to the rapid growth of the Eastern portion of the City towards the Walton County line (much in the unincorporated areas) there was concern that the City was uncontrollably moving away from the Destin Harbor/ Marler Bridge area. Several years ago the City at the encouragement of several developers embarked on re-discovering and positioning the Harbor district as the center of Town and fostered an effort to encourage growth in what is now called the North and South Harbor district and Town

center. As a result the Harbor districts quickly outgrew its infrastructure with severe traffic, parking, and possible over crowding of the Harbor.

Please outline your familiarity with major issues impacting the Destin Harbor and Choctawhatchee Bay area:

There is concern by many that the Harbor as well as the other water front properties (Calhoun to Joe's Bayou) within the City are becoming too crowded and are beginning to pose safety and environmental problems. The boating traffic in this area has increased exponentially in the last 10 years. East Pass is one of the more difficult to navigate channels in Florida due to its comparatively fast currents and frequent shoaling. Okaloosa County often is reported in the FWC's "top ten for boating accidents in Florida" . A high percentage of the County's boating traffic is in and around the Marler Bridge area. The City Council's recognition of this potential problem is commendable.

The Harbor Capacity Study Steering Committee requires a significant commitment from its appointees; if appointed, will you be able to complete a full term (up to 12 months) and attend regularly scheduled meetings?

Yes, I'm 100% in putting forth the commitment necessary to complete a full term (12 months) and attend regular scheduled meetings.

Please share any other information you feel is important for consideration of your application to the Harbor Capacity Study Steering Committee:

Living close to Norriego Point and the proposed development which is underway, the freash water pumping station is very important. One of the main issues is anchored derelict boats that break loose from anchor and crash into our docks and other structures posing a safety and property damage issue.

My electronic signature below indicates my desire to serve as a member of the Harbor Capacity Study Steering Committee:
BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature

Electronic Signature Verification

(Section Break)

Carrying Capacity Study Summary and Scope

A carrying capacity study is a comprehensive study that determines if an environment (i.e., land, water body) is sustainable based on existing and/or future conditions. Carrying capacity studies require the identification of a specific study area. Additionally, carrying capacity studies require scientific methods, which require the identification of measurable indicators. The City of Destin Harbor Capacity Study Scope of Work includes the following elements:

- *Aesthetics*
- *Socioeconomics*
- *Quality of life*
- *Community character issues (including population concentration)*
- *Availability of open space*
- *Habitat diversity*
- *Diversity and health of existing species*

If you have any questions, please contact Samantha Brisolara at 850-654-1119 or sbrisolara@cityofdestin.com

Email not displaying correctly? [View it in your browser.](#)

Rey Bailey

From: noreply@civicplus.com
Sent: Saturday, February 15, 2020 10:33 PM
To: Clerks Department
Subject: Online Form Submittal: Harbor Capacity Study Steering Committee Application

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Harbor Capacity Study Steering Committee Application

Introduction:

The City of Destin has partnered with the United States Army Corps of Engineers to conduct a Harbor Capacity Study for the Harbor and Choctawhatchee Bay areas.

To assist in overseeing the Study effort, the City of Destin is seeking to establish a Harbor Capacity Study Steering committee.

The purpose of this committee is to provide oversight for the Study and ensure that all elements within the City of Destin's Harbor Capacity Study Scope of Work (scope attached) are effectively incorporated. The City is looking for participants from the following stakeholder entities to compose the committee:

- *Marina Owners*
- *Marine Focused Business Owners*
- *Recreational Business Owners*
- *Harbor Businesses/Services*
- *Service Members from Other Boards (i.e. Harbor CRA, Harbor and Waterways Board)*
- *Members of the Public*

THE CITY OF DESTIN

First Name	Patrick
Last Name	Wilson
Home Address	316 sailfish circle
City	destin
State	FL

Zip	32541
Mailing Address (if different from above)	<i>Field not completed.</i>
City	destin
State	FL
Zip	32541
Phone	8502178414
Email	captpat1013@gmail.com
If necessary, may we contact you during the day?	Yes
Please provide a brief description of your education and professional experience:	Lived in Destin since 1992, Received Capt Lic in 1996, Had a small charter boat "Grand Slam". East Pass Marina '96-2000. Real Estate since 2005, Professional Drone Pilot/Photographer
Are you currently a resident of Destin?	Yes
How long have you lived in Destin?	28 Years
Are you a registered voter in Okaloosa County?	Yes
Do you work or own a business in Destin?	Yes
If yes, what is your business relationship within the jurisdictional boundaries of the City of Destin?	Real Estate/Photography
Do you hold any type of public office?	No
Have you ever been convicted of a felony?	No
If yes, please explain, including dates of conviction:	<i>Field not completed.</i>
At the present time, do you serve on any City Board,	No

Commission, or
Committee?

If yes, please list
appointments:

Field not completed.

Why are you interested in
serving as a member of the
Harbor Capacity Study
Steering Committee?

Love Destin

Please explain your
understanding of the City of
Destin Comprehensive Plan,
Land Development Code
(LDC), and Environmentally
Sensitive areas:

Fast learner

Please explain your
knowledge of governmental
procedures and processes:

I went to College

Please outline your
familiarity with the physical,
social, and economic
composition of the City of
Destin, particularly, in the
Destin Harbor and
Choctawhatchee Bay area:

Love the Harbor

Please outline your
familiarity with major issues
impacting the Destin Harbor
and Choctawhatchee Bay
area:

Glad to see the Dredge coming

The Harbor Capacity Study
Steering Committee
requires a significant
commitment from its
appointees; if appointed,
will you be able to complete
a full term (up to 12
months) and attend
regularly scheduled
meetings?

yes

Please share any other
information you feel is
important for consideration
of your application to the

I have been in Destin for many years. Would love to help

Harbor Capacity Study
Steering Committee:

My electronic signature below indicates my desire to serve as a member of the Harbor Capacity Study Steering Committee:
BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature	Electronic Signature Verification
Date	2/15/2020

(Electronic Digital)

Carrying Capacity Study Summary and Scope

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- *Aesthetics*
- *Socioeconomics*
- *Quality of life*
- *Community character issues (including population concentration)*
- *Availability of open space*
- *Habitat diversity*
- *Diversity and health of existing species*

If you have any questions, please contact Samantha Brisolaro at 850-654-1119 or sbrisolara@cityofdestin.com

Email not displaying correctly? [View it in your browser.](#)

Rey Bailey

From: noreply@civicplus.com
Sent: Sunday, February 23, 2020 12:03 PM
To: Clerks Department
Subject: Online Form Submittal: Harbor Capacity Study Steering Committee Application

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Harbor Capacity Study Steering Committee Application

Introduction:

The City of Destin has partnered with the United States Army Corps of Engineers to conduct a Harbor Capacity Study for the Harbor and Choctawhatchee Bay areas.

To assist in overseeing the Study effort, the City of Destin is seeking to establish a Harbor Capacity Study Steering committee.

The purpose of this committee is to provide oversight for the Study and ensure that all elements within the City of Destin's Harbor Capacity Study Scope of Work (scope attached) are effectively incorporated. The City is looking for participants from the following stakeholder entities to compose the committee:

- *Marina Owners*
- *Marine Focused Business Owners*
- *Recreational Business Owners*
- *Harbor Businesses/Services*
- *Service Members from Other Boards (i.e. Harbor CRA, Harbor and Waterways Board)*
- *Members of the Public*

(Section Break)

First Name	Eddie
Last Name	Morgan
Home Address	712 Jupiter St
City	Destin
State	FL

Zip	32541
Mailing Address (if different from above)	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Phone	850-502-9733
Email	Eddiem84@gmail.com
If necessary, may we contact you during the day?	Yes
Please provide a brief description of your education and professional experience:	University of Alabama Owner Harbor Docks Restaurant and Marina
Are you currently a resident of Destin?	Yes
How long have you lived in Destin?	36 years
Are you a registered voter in Okaloosa County?	Yes
Do you work or own a business in Destin?	Yes
If yes, what is your business relationship within the jurisdictional boundaries of the City of Destin?	Restaurant/marina owner
Do you hold any type of public office?	No
Have you ever been convicted of a felony?	No
If yes, please explain, including dates of conviction:	<i>Field not completed.</i>
At the present time, do you serve on any City Board,	No

Commission, or
Committee?

If yes, please list
appointments:

Field not completed.

Why are you interested in
serving as a member of the
Harbor Capacity Study
Steering Committee?

To protect the economic and environmental health of our
harbor

Please explain your
understanding of the City of
Destin Comprehensive Plan,
Land Development Code
(LDC), and Environmentally
Sensitive areas:

They guide current and future development in the city. They
determine what can be built and where.

Please explain your
knowledge of governmental
procedures and processes:

Roberts rules. Familiar with city government/permitting/LDC etc

Please outline your
familiarity with the physical,
social, and economic
composition of the City of
Destin, particularly, in the
Destin Harbor and
Choctawhatchee Bay area:

I've spent my whole life on Choctawhatchee Bay, Gulf of
Mexico, and living in the city of destin. I own Harbor Docks
restaurant and very involved with the economy of the city.

Please outline your
familiarity with major issues
impacting the Destin Harbor
and Choctawhatchee Bay
area:

Livery vessels

Water quality/storm water issues

Charter boats and commercial fishing industry

The Harbor Capacity Study
Steering Committee
requires a significant
commitment from its
appointees; if appointed,
will you be able to complete
a full term (up to 12
months) and attend
regularly scheduled
meetings?

Yes

Please share any other
information you feel is
important for consideration
of your application to the

I've made my living on the Destin Harbor and with any luck, I
will continue to. I buy, sell, cook, and catch fish for a living.

Harbor Capacity Study
Steering Committee:

My electronic signature below indicates my desire to serve as a member of the Harbor Capacity Study Steering Committee:
BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature	Electronic Signature Verification
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Date	2/23/2020
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(Section Break)

Carrying Capacity Study Summary and Scope

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- *Aesthetics*
- *Socioeconomics*
- *Quality of life*
- *Community character issues (including population concentration)*
- *Availability of open space*
- *Habitat diversity*
- *Diversity and health of existing species*

If you have any questions, please contact Samantha Brisolara at 850-654-1119 or sbrisolara@cityofdestin.com

Email not displaying correctly? [View it in your browser.](#)

Rey Bailey

From: noreply@civicplus.com
Sent: Thursday, February 20, 2020 6:06 PM
To: Clerks Department
Subject: Online Form Submittal: Harbor Capacity Study Steering Committee Application

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Harbor Capacity Study Steering Committee Application

Introduction:

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To assist in overseeing the Study effort, the City of Destin is seeking to establish a Harbor Capacity Study Steering committee.

The purpose of this committee is to provide oversight for the Study and ensure that all elements within the City of Destin's Harbor Capacity Study Scope of Work (scope attached) are effectively incorporated. The City is looking for participants from the following stakeholder entities to compose the committee:

- Marina Owners
- Marine Focused Business Owners
- Recreational Business Owners
- Harbor Businesses/Services
- Service Members from Other Boards (i.e. Harbor CRA, Harbor and Waterways Board)
- Members of the Public

Section Break

First Name	Michael
Last Name	Dombrowski
Home Address	320 Harbor Boulevard, Suite 204
City	Destin
State	FL

Zip	32541
Mailing Address (if different from above)	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Phone	8505981545
Email	mrdcoastal@gmail.com
If necessary, may we contact you during the day?	Yes
Please provide a brief description of your education and professional experience:	<p>I have over 30 years of hands-on experience in the planning, permitting, and design of with marinas, navigation and coastal engineering projects. In 2002 I started MRD Associates, Inc. located in Destin, Florida to provide coastal, marine and water resources consulting services to private and public-sector clients. I have served as the Project Manager/Engineer for more than 80 residential and commercial marina projects throughout the southeast U.S. I am involved in every aspect of the development and/or reconstruction of marina projects - from the initial planning and design through the implementation and construction. I also assist clients with obtaining funding through the Land and Water Conservation Grant Program, Florida Recreational Development Assistance Program and Florida Boating Improvement Trust Fund.</p> <p>I am a registered Professional Engineer in the states of Florida, Alabama, Mississippi and Louisiana.</p> <p>I have a Masters Degree in Coastal and Oceanographic Engineering from the University of Florida, a Masters Degree in Oceanography and Ocean Engineering from the Florida Institute of Technology, and a Bachelors Degree in Coastal Geology/Geotechnical Engineering.</p>
Are you currently a resident of Destin?	Yes
How long have you lived in Destin?	24+ years

Are you a registered voter in Okaloosa County?	Yes
Do you work or own a business in Destin?	Yes
If yes, what is your business relationship within the jurisdictional boundaries of the City of Destin?	Coastal, marine and water resources consulting firm
Do you hold any type of public office?	No
Have you ever been convicted of a felony?	No
If yes, please explain, including dates of conviction:	<i>Field not completed.</i>
At the present time, do you serve on any City Board, Commission, or Committee?	No
If yes, please list appointments:	<i>Field not completed.</i>
Why are you interested in serving as a member of the Harbor Capacity Study Steering Committee?	I have a vested interest in balancing the integrity, history and environmental protection within the harbor and allowing the reasonable use of the harbor and waterways by boaters and waterfront property owners. I have a wealth of knowledge on boating, marina development and navigation that should be a benefit in assisting in the development of the study. I am a boat owner and the vessel is moored at the Destin Yacht Club marina.
Please explain your understanding of the City of Destin Comprehensive Plan, Land Development Code (LDC), and Environmentally Sensitive areas:	I have a good understanding of the City of Destin Comprehensive Plan, Land Development Code (LDC) and Environmentally Sensitive areas. This is a result of working in Destin Harbor and adjacent waters over the past 24+ years.
Please explain your knowledge of governmental procedures and processes:	I have extensive knowledge and experience in local, state and federal governmental procedures and processes. This includes, but not limited to, the Destin City Council, Planning Board and Harbor and Waterways Board. I was a member and chairman of the City of Destin Harbor and Waterways Board for 8 years in the late 1990's to mid-2000's. I also have extensive

knowledge and experience with the State of Florida Environmental Resource Program permitting and submerged lands lease rules and procedures. Also with the U.S. Army Corps of Engineers.

Please outline your familiarity with the physical, social, and economic composition of the City of Destin, particularly, in the Destin Harbor and Choctawhatchee Bay area:

I have lived and worked in Destin over the past 24-years. I have lived on Destin Harbor for the past 7 years since 2013. I currently own and live in Destin Yacht Club on the 10th floor that overlooks Destin Harbor, East Pass and the Gulf of Mexico which exposes me everyday to the harbor and adjacent waters.

Please outline your familiarity with major issues impacting the Destin Harbor and Choctawhatchee Bay area:

Water quality, flushing pump station, marinas, navigation and the maintenance dredging of East Pass channel. Abandoned vessels are also a major issue in Destin waters. Crab Island. Not a major issue but I would suggest looking at anchorage areas.

The Harbor Capacity Study Steering Committee requires a significant commitment from its appointees; if appointed, will you be able to complete a full term (up to 12 months) and attend regularly scheduled meetings?

Yes. I will be able to make all the meeting especially if we were provided a schedule at the beginning of my term so that I can plan out my schedule and out of town travel requirements.

Please share any other information you feel is important for consideration of your application to the Harbor Capacity Study Steering Committee:

Please refer to the previous sections.

My electronic signature below indicates my desire to serve as a member of the Harbor Capacity Study Steering Committee:
BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature

Electronic Signature Verification

Date

2/20/2020

(Section Break)

Carrying Capacity Study Summary and Scope

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- *Aesthetics*
- *Socioeconomics*
- *Quality of life*
- *Community character issues (including population concentration)*
- *Availability of open space*
- *Habitat diversity*
- *Diversity and health of existing species*

If you have any questions, please contact Samantha Brisolaro at 850-654-1119 or sbrisolara@cityofdestin.com

Email not displaying correctly? [View it in your browser.](#)

Rey Bailey

From: noreply@civicplus.com
Sent: Thursday, February 13, 2020 2:46 PM
To: Clerks Department
Subject: Online Form Submittal: Harbor Capacity Study Steering Committee Application

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Harbor Capacity Study Steering Committee Application

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- *Marine Focused Business Owners*
- *Recreational Business Owners*
- *Harbor Businesses/Services*
- *Service Members from Other Boards (i.e. Harbor CRA, Harbor and Waterways Board)*
- *Members of the Public*

(Section Break)

First Name	Bill
Last Name	Cole Jr
Home Address	796 Cowford Road
City	Ponce De Leon
State	FL

Zip	32455
Mailing Address (if different from above)	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Phone	850-543-8314
Email	bill@cole-company.com
If necessary, may we contact you during the day?	Yes
Please provide a brief description of your education and professional experience:	High School Education Real Estate Broker for the past 30 years Responsible for the sales and Marketing of resort communities along the Gulf Coast Coast of Florida and Mexico for a large Publicly held Company
Are you currently a resident of Destin?	No
How long have you lived in Destin?	30 years
Are you a registered voter in Okaloosa County?	No
Do you work or own a business in Destin?	Yes
If yes, what is your business relationship within the jurisdictional boundaries of the City of Destin?	property manager and leasing agent for various Harbor District Properties
Do you hold any type of public office?	no
Have you ever been convicted of a felony?	No
If yes, please explain, including dates of conviction:	<i>Field not completed.</i>

At the present time, do you serve on any City Board, Commission, or Committee?

No

If yes, please list appointments:

Field not completed.

Why are you interested in serving as a member of the Harbor Capacity Study Steering Committee?

I want to give back to the community.

Please explain your understanding of the City of Destin Comprehensive Plan, Land Development Code (LDC), and Environmentally Sensitive areas:

Fairly knowledgeable

Please explain your knowledge of governmental procedures and processes:

on a scale of 1 to 10 with 10 being extremely knowledgeable I am at 5

Please outline your familiarity with the physical, social, and economic composition of the City of Destin, particularly, in the Destin Harbor and Choctawhatchee Bay area:

I have watched during the last 30 years a degrading of the quality of life in those areas. A transference of an affluent demographic of customers and future residents to a demographic of a middle class clientele. The Gulf Horizons Oil Spill was a major factor. The resort operators and rental management firms deeply discounted their rates in order to place heads on pillows. Therefore, our current visitors are much more cost sensitive. The affluent have migrated to the east and we must do what we can to regain value.

Please outline your familiarity with major issues impacting the Destin Harbor and Choctawhatchee Bay area:

I do believe Crab Island has turned into what we don't want to regain value and improve the quality of life. All the jet ski and pontoon rentals that fill East Pass are creating accidents to happen. I have witnessed many situations where the person in control of those vessels have no business handling the responsibility.

I do believe a "less is more approach" to building residences is a direction that will definitely contribute to a higher quality of life for all our citizens and guests.

I also feel burying the power lines will create a more beautiful community. Landscaping those easements and possibly improving pedestrian migration will add a lot of value to our community.

The Harbor Capacity Study Steering Committee requires a significant commitment from its appointees; if appointed, will you be able to complete a full term (up to 12 months) and attend regularly scheduled meetings? Yes, I will commit for a year and can meet weekly.

Please share any other information you feel is important for consideration of your application to the Harbor Capacity Study Steering Committee: I also believe in conservation and preservation. I have placed a conservation easement on land that I own and I have helped others do the same. Thanks for your consideration.

My electronic signature below indicates my desire to serve as a member of the Harbor Capacity Study Steering Committee:
BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature Electronic Signature Verification

Date 2/13/2020

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- Aesthetics
- Socioeconomics
- Quality of life
- Community character issues (including population concentration)

- *Availability of open space*
- *Habitat diversity*
- *Diversity and health of existing species*

If you have any questions, please contact Samantha Brisolaro at 850-654-1119 or sbrisolaro@cityofdestin.com

Email not displaying correctly? [View it in your browser.](#)

Rey Bailey

From: noreply@civicplus.com
Sent: Friday, February 7, 2020 9:15 AM
To: Clerks Department
Subject: Online Form Submittal: Harbor Capacity Study Steering Committee Application

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Harbor Capacity Study Steering Committee Application

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- Marina Owners
- Marine Focused Business Owners
- Recreational Business Owners
- Harbor Businesses/Services
- Service Members from Other Boards (i.e. Harbor CRA, Harbor and Waterways Board)
- Members of the Public

(Section Break)

First Name	Sheri
Last Name	Andrews
Home Address	5 Calhoun Ave Unit 605
City	Destin
State	FL

Zip	32541
Mailing Address (if different from above)	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Phone	8505020218
Email	Destin5440@cox.net
If necessary, may we contact you during the day?	Yes
Please provide a brief description of your education and professional experience:	Bachelor Degree in Recreation Management Owner of SEA Chase Watersports in Destin harbor for 11 years.
Are you currently a resident of Destin?	Yes
How long have you lived in Destin?	50 years
Are you a registered voter in Okaloosa County?	Yes
Do you work or own a business in Destin?	Yes
If yes, what is your business relationship within the jurisdictional boundaries of the City of Destin?	<i>Field not completed.</i>
Do you hold any type of public office?	No
Have you ever been convicted of a felony?	No
If yes, please explain, including dates of conviction:	<i>Field not completed.</i>
At the present time, do you serve on any City Board,	Yes

Commission, or Committee?	
If yes, please list appointments:	Christmas Parade.
Why are you interested in serving as a member of the Harbor Capacity Study Steering Committee?	I have a vested interest in the harbor
Please explain your understanding of the City of Destin Comprehensive Plan, Land Development Code (LDC), and Environmentally Sensitive areas:	As a property owner I have felt with the city in many issues that have involved above ~
Please explain your knowledge of governmental procedures and processes:	Served on Recreation Committee for City of Destin for approx 15 years. We were trying to partner with YMCA, open Dog Parks, boat launches, etc. As a business owner, I have also dealt with the city on several issues and feel like I have a broad knowledge of how the city operates and procedures and processes work.
Please outline your familiarity with the physical, social, and economic composition of the City of Destin, particularly, in the Destin Harbor and Choctawhatchee Bay area:	I grew up on Destin Harbor as my family had a boat business back in 1970. I have watched Destin grow from a sleepy village to a booming city.
Please outline your familiarity with major issues impacting the Destin Harbor and Choctawhatchee Bay area:	I am on the harbor daily and understand the issues with capacity. I also live overlooking Crab Island so see what's is going on there as well on a daily basis.
The Harbor Capacity Study Steering Committee requires a significant commitment from its appointees; if appointed, will you be able to complete a full term (up to 12 months) and attend regularly scheduled meetings?	Yes!

Please share any other information you feel is important for consideration of your application to the Harbor Capacity Study Steering Committee:

I think a lot of this study is geared towards the watersport industry and feel it's important to have our voices heard and have representation on the committee. We understand and live and have a bigger grasp on what happens on the harbor daily.

My electronic signature below indicates my desire to serve as a member of the Harbor Capacity Study Steering Committee:
BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature	Electronic Signature Verification
Date	2/7/2020

(Section Break)

Carrying Capacity Study Summary and Scope

A carrying capacity study is a comprehensive study that determines if an environment (i.e., land, water body) is sustainable based on existing and/or future conditions. Carrying capacity studies require the identification of a specific study area. Additionally, carrying capacity studies require scientific methods, which require the identification of measurable indicators. The City of Destin Harbor Capacity Study Scope of Work includes the following elements:

- *Aesthetics*
- *Socioeconomics*
- *Quality of life*
- *Community character issues (including population concentration)*
- *Availability of open space*
- *Habitat diversity*
- *Diversity and health of existing species*

If you have any questions, please contact Samantha Brisolara at 850-654-1119 or sbrisolara@cityofdestin.com

Email not displaying correctly? [View it in your browser.](#)

Rey Bailey

From: noreply@civicplus.com
Sent: Wednesday, February 5, 2020 2:16 PM
To: Clerks Department
Subject: Online Form Submittal: Harbor Capacity Study Steering Committee Application

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Harbor Capacity Study Steering Committee Application

Introduction:

The City of Destin has partnered with the United States Army Corps of Engineers to conduct a Harbor Capacity Study for the Harbor and Choctawhatchee Bay areas.

To assist in overseeing the Study effort, the City of Destin is seeking to establish a Harbor Capacity Study Steering committee.

The purpose of this committee is to provide oversight for the Study and ensure that all elements within the City of Destin's Harbor Capacity Study Scope of Work (scope attached) are effectively incorporated. The City is looking for participants from the following stakeholder entities to compose the committee:

- Marina Owners
- Marine Focused Business Owners
- Recreational Business Owners
- Harbor Businesses/Services
- Service Members from Other Boards (i.e. Harbor CRA, Harbor and Waterways Board)
- Members of the Public

(Section Break)

First Name	John
Last Name	Stephens
Home Address	4025 Indian Trail
City	Destin
State	FL

Zip	32541
Mailing Address (if different from above)	<i>Field not completed.</i>
City	Destin
State	FL
Zip	32541
Phone	850-217-4777
Email	john@luthersponton.com
If necessary, may we contact you during the day?	Yes
Please provide a brief description of your education and professional experience:	B.S. in Computer Science from University of West Florida. Worked as a government contractor on Air Force, Army, Navy, & Marine Bases installing, training, & supporting computer networks on Military installations worldwide. Currently own a watersports business in Destin, with Yamaha Outboard Certifications.
Are you currently a resident of Destin?	Yes
How long have you lived in Destin?	12 years
Are you a registered voter in Okaloosa County?	Yes
Do you work or own a business in Destin?	Yes
If yes, what is your business relationship within the jurisdictional boundaries of the City of Destin?	Luther's Pontoon, Waverunner, & Kayak Rentals
Do you hold any type of public office?	No
Have you ever been convicted of a felony?	No
If yes, please explain, including dates of conviction:	<i>Field not completed.</i>

At the present time, do you serve on any City Board, Commission, or Committee?	No
If yes, please list appointments:	<i>Field not completed.</i>
Why are you interested in serving as a member of the Harbor Capacity Study Steering Committee?	I am interested in serving as a member of the Harbor Capacity Study Steering Committee, because i feel i could add my input from the standpoint as a property owner on the Destin harbor and a business owner on the Destin harbor. I see the harbor congestion every day and i want to make sure that all variables are brought into play during this study.
Please explain your understanding of the City of Destin Comprehensive Plan, Land Development Code (LDC), and Environmentally Sensitive areas:	As of 3 years ago, i had no knowledge of these these topics. I felt i've learned alot from the last committee i was on. I'm very good ad research and am usually prepared for anything that is brought in front of me.
Please explain your knowledge of governmental procedures and processes:	I don't know how it is truely handled. but i concider myself a sponge and learn quickly. I've only really dealt with ordinances recently. I understand that the ordinances are first requested from requested from City Council for staff to research and then brought back to them to review. Then voted on 1st & 2nd reading.
Please outline your familiarity with the physical, social, and economic composition of the City of Destin, particularly, in the Destin Harbor and Choctawhatchee Bay area:	I've been working on the harbor for the past 15 years. I've seen all the changes physically, demographically, and ecomically. It's definately become more family friendly, especially with the whole harbor boardwalk project.
Please outline your familiarity with major issues impacting the Destin Harbor and Choctawhatchee Bay area:	I know there is a congestion issue all along the harbor. This congestion issue ranges from vehicle parking to vessels in the water. Another issue i feel that is not been brought up is containment plans. For instance, on February 4th, there was diesel fuel spilled all along the harbor. Not sure where it came from, but i feel each property that has vessels on it should be required to have a fuel/oil spill containment plan and equipment to properly clean up as much as they could.
The Harbor Capacity Study Steering Committee requires a significant commitment from its	I feel i can make majority of the meetings. Just like everyone else, there are life situations that get in the way.

appointees; if appointed, will you be able to complete a full term (up to 12 months) and attend regularly scheduled meetings?

Please share any other information you feel is important for consideration of your application to the Harbor Capacity Study Steering Committee:

I feel I would be a strong candidate. I was on the Business Tax Reciept Committeee and I felt I came prepared, added my inputdi, & didn't go off on tangents, I believe it helped me as a City of Destin Citizen. I'm young and i feel like i can continue to help our community, if given the oppportunity. Thank you for your consideration.

My electronic signature below indicates my desire to serve as a member of the Harbor Capacity Study Steering Committee:
BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature	Electronic Signature Verification
Date	2/5/2020

(Section Break)

Carrying Capacity Study Summary and Scope

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- *Aesthetics*
- *Socioeconomics*
- *Quality of life*
- *Community character issues (including population concentration)*
- *Availability of open space*
- *Habitat diversity*
- *Diversity and health of existing species*

Rey Bailey

From: noreply@civicplus.com
Sent: Saturday, February 22, 2020 1:42 PM
To: Clerks Department
Subject: Online Form Submittal: Harbor Capacity Study Steering Committee Application

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Harbor Capacity Study Steering Committee Application

Introduction:

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To assist in overseeing the Study effort, the City of Destin is seeking to establish a Harbor Capacity Study Steering committee.

The purpose of this committee is to provide oversight for the Study and ensure that all elements within the City of Destin's Harbor Capacity Study Scope of Work (scope attached) are effectively incorporated. The City is looking for participants from the following stakeholder entities to compose the committee:

- *Marina Owners*
- *Marine Focused Business Owners*
- *Recreational Business Owners*
- *Harbor Businesses/Services*
- *Service Members from Other Boards (i.e. Harbor CRA, Harbor and Waterways Board)*
- *Members of the Public*

(Section Break)

First Name	Maya
Last Name	Schilder
Home Address	45 Ferry RD NE
City	Fort Walton Beach
State	FL

Zip	32548
Mailing Address (if different from above)	Field not completed.
City	Field not completed.
State	Field not completed.
Zip	Field not completed.
Phone	850-624-7226
Email	xh2omaya@gmail.com
If necessary, may we contact you during the day?	Yes
Please provide a brief description of your education and professional experience:	I have been the GM of Xtreme H2O Water Sports and Destin Parasailing since 2015. Prior to that I have worked in the property management business in South Walton & worked in management in the restaurant industry here in Destin. Additionally, I have been involved in the administrative side of the construction industry for over 20 years. Currently, in addition to being the GM of Xtreme & Destin Parasailing & XH2O of FWB, I also teach art at the Northwest Academie of Ballet once a week during the school year.
Are you currently a resident of Destin?	No
How long have you lived in Destin?	0
Are you a registered voter in Okaloosa County?	Yes
Do you work or own a business in Destin?	Yes
If yes, what is your business relationship within the jurisdictional boundaries of the City of Destin?	I am GM of 2 watersport businesses in Destin Xtreme H2o Sports & Destin Parasailingg
Do you hold any type of public office?	no
Have you ever been convicted of a felony?	No

If yes, please explain, including dates of conviction:	<i>Field not completed.</i>
At the present time, do you serve on any City Board, Commission, or Committee?	No
If yes, please list appointments:	<i>Field not completed.</i>
Why are you interested in serving as a member of the Harbor Capacity Study Steering Committee?	As a local business manager of 2 water sports companies, I feel that I could bring in depth experience of the impact that the local businesses in my industry would feel due to additional and current regulations.
Please explain your understanding of the City of Destin Comprehensive Plan, Land Development Code (LDC), and Environmentally Sensitive areas:	I will not sugar coat my knowledge of The City's comprehensive plan & LDL that dates back longer than I have lived in the area & has a multitude amendments. However, as a business owner that will be directly affected by the result of this study, I feel that my lack of in depth knowledge in that area would be offset by my years of experience running a business on the harbor and the bay.
Please explain your knowledge of governmental procedures and processes:	I have regularly attended council & commission meetings (City & County) and I am familiar with the structure of local government. I am a believer that I can always learn more and by staying open minded I can add to my knowledge of politics & government.
Please outline your familiarity with the physical, social, and economic composition of the City of Destin, particularly, in the Destin Harbor and Choctawhatchee Bay area:	I have lived in the Fort Walton Beach area for over 20 years. My husband is a life time local who is an avid outdoors man & and together with our children we have spent the last 20 years exploring all areas of the Harbor and Bay. Working in the industry I have for the last several years, has afforded me the opportunity to to become acutely familiar with the Old Destin area. I have long time employees that have grown up Destin, gone to school in Destin & still live here. I feel that I have gained a deep understanding of the area.
Please outline your familiarity with major issues impacting the Destin Harbor and Choctawhatchee Bay area:	As a business owner on the Harbor & Bay, we are acutely aware of the numerous issues that are impacting business, residents & tourist. Parking, waterway traffic, boating safety and the ability for businesses and the City to find a middle ground to work for common goals.
The Harbor Capacity Study Steering Committee requires a significant	Yes

commitment from its appointees; if appointed, will you be able to complete a full term (up to 12 months) and attend regularly scheduled meetings?

Please share any other information you feel is important for consideration of your application to the Harbor Capacity Study Steering Committee:

The City is in my opinion at a critical point in development - maintaining growth in realistic and fair manner, that benefits both businesses & residents- while paying attention to what visitors that that are the life line to tourism in the area truly want to do & experience while they are here.

My electronic signature below indicates my desire to serve as a member of the Harbor Capacity Study Steering Committee:
BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature	Electronic Signature Verification
Date	2/22/2020

(Section Break)

Carrying Capacity Study Summary and Scope

A carrying capacity study is a comprehensive study that determines if an environment (i.e., land, water body) is sustainable based on existing and/or future conditions. Carrying capacity studies require the identification of a specific study area. Additionally, carrying capacity studies require scientific methods, which require the identification of measurable indicators. The City of Destin Harbor Capacity Study Scope of Work includes the following elements:

- *Aesthetics*
- *Socioeconomics*
- *Quality of life*
- *Community character issues (including population concentration)*
- *Availability of open space*
- *Habitat diversity*

- *Diversity and health of existing species*

If you have any questions, please contact Samantha Brisolaro at 850-654-1119 or sbrisolaro@cityofdestin.com

Email not displaying correctly? [View it in your browser.](#)

Rey Bailey

From: noreply@civicplus.com
Sent: Thursday, February 20, 2020 3:19 PM
To: Clerks Department
Subject: Online Form Submittal: Harbor Capacity Study Steering Committee Application

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Harbor Capacity Study Steering Committee Application

Introduction:

The City of Destin has partnered with the United States Army Corps of Engineers to conduct a Harbor Capacity Study for the Harbor and Choctawhatchee Bay areas.

To assist in overseeing the Study effort, the City of Destin is seeking to establish a Harbor Capacity Study Steering committee.

The purpose of this committee is to provide oversight for the Study and ensure that all elements within the City of Destin's Harbor Capacity Study Scope of Work (scope attached) are effectively incorporated. The City is looking for participants from the following stakeholder entities to compose the committee:

- *Marina Owners*
- *Marine Focused Business Owners*
- *Recreational Business Owners*
- *Harbor Businesses/Services*
- *Service Members from Other Boards (i.e. Harbor CRA, Harbor and Waterways Board)*
- *Members of the Public*

(Section Break)

First Name	Mike
Last Name	Buckingham
Home Address	510 Calhoun Ave
City	Destin
State	FL

Zip	32541
Mailing Address (if different from above)	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Phone	8502596533
Email	mikebuck211@aol.com
If necessary, may we contact you during the day?	Yes
Please provide a brief description of your education and professional experience:	Marine construction, underground utilities, harbor front property owner
Are you currently a resident of Destin?	Yes
How long have you lived in Destin?	35 years
Are you a registered voter in Okaloosa County?	Yes
Do you work or own a business in Destin?	Yes
If yes, what is your business relationship within the jurisdictional boundaries of the City of Destin?	<i>Field not completed.</i>
Do you hold any type of public office?	Destin Fire Commissioner
Have you ever been convicted of a felony?	No
If yes, please explain, including dates of conviction:	<i>Field not completed.</i>
At the present time, do you serve on any City Board,	Yes

Commission, or
Committee?

If yes, please list
appointments:

Harbor CRA committee

Why are you interested in
serving as a member of the
Harbor Capacity Study
Steering Committee?

a desire to improve the quality of the Harbor and preserve it for
future generations

Please explain your
understanding of the City of
Destin Comprehensive Plan,
Land Development Code
(LDC), and Environmentally
Sensitive areas:

I've had extensive experience with the Comp Plan and LDC
through my contracting and underground utility businesses. I've
also participated in public hearings for both the Comp Plan and
LDC.

Please explain your
knowledge of governmental
procedures and processes:

I've served on and chaired various city advisory committees
and the Destin Fire Commission. I understand Roberts Rules of
Order and Sunshine Law considerations.

Please outline your
familiarity with the physical,
social, and economic
composition of the City of
Destin, particularly, in the
Destin Harbor and
Choctawhatchee Bay area:

I am a 35 year resident and owner or past owner of Bayside,
Bayou and Harborfront properties; a business owner operating
in Destin and surrounding areas; and have raised my children
here.

Please outline your
familiarity with major issues
impacting the Destin Harbor
and Choctawhatchee Bay
area:

As a 35 year resident I've seen many changes that we need to
address; pollution, overcrowding, sustainable growth, the need
to maintain the quality for future generations

The Harbor Capacity Study
Steering Committee
requires a significant
commitment from its
appointees; if appointed,
will you be able to complete
a full term (up to 12
months) and attend
regularly scheduled
meetings?

yes

Please share any other
information you feel is
important for consideration
of your application to the

Destin is my home and I plan on staying here the rest of my
life.

Harbor Capacity Study
Steering Committee:

My electronic signature below indicates my desire to serve as a member of the Harbor Capacity Study Steering Committee:
BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature	Electronic Signature Verification
Date	2/20/2020

(Section Break)

Carrying Capacity Study Summary and Scope

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- *Aesthetics*
- *Socioeconomics*
- *Quality of life*
- *Community character issues (including population concentration)*
- *Availability of open space*
- *Habitat diversity*
- *Diversity and health of existing species*

If you have any questions, please contact Samantha Brisolara at 850-654-1119 or sbrisolara@cityofdestin.com

Email not displaying correctly? [View it in your browser.](#)

Rey Bailey

From: noreply@civicplus.com
Sent: Wednesday, February 19, 2020 7:49 AM
To: Clerks Department
Subject: Online Form Submittal: Harbor Capacity Study Steering Committee Application

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Harbor Capacity Study Steering Committee Application

Introduction:

The City of Destin has partnered with the United States Army Corps of Engineers to conduct a Harbor Capacity Study for the Harbor and Choctawhatchee Bay areas.

To assist in overseeing the Study effort, the City of Destin is seeking to establish a Harbor Capacity Study Steering committee.

The purpose of this committee is to provide oversight for the Study and ensure that all elements within the City of Destin's Harbor Capacity Study Scope of Work (scope attached) are effectively incorporated. The City is looking for participants from the following stakeholder entities to compose the committee:

- Marina Owners
- Marine Focused Business Owners
- Recreational Business Owners
- Harbor Businesses/Services
- Service Members from Other Boards (i.e. Harbor CRA, Harbor and Waterways Board)
- Members of the Public

First Name	Jason
Last Name	Klosterman
Home Address	1014 airport rd unit 128
City	Destin
State	FL

Zip	32541
Mailing Address (if different from above)	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Phone	8507143880
Email	Jkdstn88@yahoo.com
If necessary, may we contact you during the day?	Yes
Please provide a brief description of your education and professional experience:	I am a second generation charter fisherman a licensed captain
Are you currently a resident of Destin?	Yes
How long have you lived in Destin?	32 years
Are you a registered voter in Okaloosa County?	Yes
Do you work or own a business in Destin?	Yes
If yes, what is your business relationship within the jurisdictional boundaries of the City of Destin?	I make a living on the water
Do you hold any type of public office?	No
Have you ever been convicted of a felony?	No
If yes, please explain, including dates of conviction:	<i>Field not completed.</i>
At the present time, do you serve on any City Board,	Yes

Commission, or
Committee?

If yes, please list
appointments:

Local planning agency

Why are you interested in
serving as a member of the
Harbor Capacity Study
Steering Committee?

I would like to have a positive impact on my community as it
relates to the harbor

Please explain your
understanding of the City of
Destin Comprehensive Plan,
Land Development Code
(LDC), and Environmentally
Sensitive areas:

The comprehensive plan and land development code are the
guidelines to development in the city of destin

Please explain your
knowledge of governmental
procedures and processes:

Roberts rules of order

Please outline your
familiarity with the physical,
social, and economic
composition of the City of
Destin, particularly, in the
Destin Harbor and
Choctawhatchee Bay area:

The harbor and the Choctaw Hatcher bay play a Vito always
role In Destin economy

Please outline your
familiarity with major issues
impacting the Destin Harbor
and Choctawhatchee Bay
area:

There a large amount of vessels traffic and a needs to
understand the impact of this on are waterways

The Harbor Capacity Study
Steering Committee
requires a significant
commitment from its
appointees; if appointed,
will you be able to complete
a full term (up to 12
months) and attend
regularly scheduled
meetings?

Yes

Please share any other
information you feel is
important for consideration
of your application to the

I am a second generation charter fishermen and captain, my
family has been in Destin since the 1940's.

Harbor Capacity Study
Steering Committee:

My electronic signature below indicates my desire to serve as a member of the Harbor Capacity Study Steering Committee:
BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature	Electronic Signature Verification
Date	2/19/2020

(Section Break)

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- *Diversity and health of existing species*

If you have any questions, please contact Samantha Brisolaro at 850-654-1119 or sbrisolara@cityofdestin.com

Email not displaying correctly? [View it in your browser.](#)

Rey Bailey

From: noreply@civicplus.com
Sent: Wednesday, February 5, 2020 10:39 PM
To: Clerks Department
Subject: Online Form Submittal: Harbor Capacity Study Steering Committee Application

[CAUTION: This email originated from outside of the City of Destin email system. DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

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- *Marine Focused Business Owners*
- *Recreational Business Owners*
- *Harbor Businesses/Services*
- *Service Members from Other Boards (i.e. Harbor CRA, Harbor and Waterways Board)*
- *Members of the Public*

(Section Break)

First Name	Guy
Last Name	Tadlock
Home Address	502 Norriego Rd
City	Destin
State	FL

Zip	32541
Mailing Address (if different from above)	<i>Field not completed.</i>
City	<i>Field not completed.</i>
State	<i>Field not completed.</i>
Zip	<i>Field not completed.</i>
Phone	334-728-0091
Email	gtad@cox.net
If necessary, may we contact you during the day?	Yes
Please provide a brief description of your education and professional experience:	BS Mechanical Engineering Retired Engineer from industry with significant experience in project engineering, technical management, and program management.
Are you currently a resident of Destin?	Yes
How long have you lived in Destin?	16 years
Are you a registered voter in Okaloosa County?	Yes
Do you work or own a business in Destin?	No
If yes, what is your business relationship within the jurisdictional boundaries of the City of Destin?	<i>Field not completed.</i>
Do you hold any type of public office?	no
Have you ever been convicted of a felony?	No
If yes, please explain, including dates of conviction:	<i>Field not completed.</i>

At the present time, do you serve on any City Board, Commission, or Committee?	Yes
If yes, please list appointments:	Harbor Board
Why are you interested in serving as a member of the Harbor Capacity Study Steering Committee?	I have lived on the Harbor for the past 16 years. I have owned my property on the Harbor for the past 34 years. I have watched the Harbor change and endure growth during this period.
Please explain your understanding of the City of Destin Comprehensive Plan, Land Development Code (LDC), and Environmentally Sensitive areas:	<p>The comprehensive plan provides the principles, guidelines, standards, and strategies for the orderly and future growth of the City. The Comp Plan is required by the State of Florida and has to be updated every 10 years.</p> <p>The LDC sets the regulations, restrictions, and zoning districts in the City. These can be changed with due process by the City Council.</p> <p>Environmentally Sensitive Areas can be an extension of State environmental laws as well as the City's initiatives relative to environmental concerns.</p>
Please explain your knowledge of governmental procedures and processes:	A group of people working consistently within the Florida Constitution/Laws and the City of Destin's Charter providing leadership and municipal services to its residents.
Please outline your familiarity with the physical, social, and economic composition of the City of Destin, particularly, in the Destin Harbor and Choctawhatchee Bay area:	Destin has grown from a sleepy fishing village to a world class vacation destination. There is a constant struggle to preserve some of its heritage while balancing with the economic needs and the quality of life of its citizens. Due to the rapid growth of the Eastern portion of the City towards the Walton County line (much in the unincorporated areas) there was concern that the City was uncontrollably moving away from the Destin Harbor/ Marler Bridge area. Several years ago the City at the encouragement of several developers embarked on re-discovering and positioning the Harbor district as the center of Town and fostered an effort to encourage growth in what is now called the North and South Harbor district and Town center. As a result the Harbor districts quickly outgrew its infrastructure with severe traffic, parking, and possible over crowding of the Harbor.
Please outline your familiarity with major issues impacting the Destin Harbor	There is concern by many that the Harbor as well as the other water front properties (Calhoun to Joe's Bayou) within the City are becoming too crowded and are beginning to pose safety

and Choctawhatchee Bay area:

and environmental problems. The boating traffic in this area has increased exponentially in the last 10 years. East Pass is one of the more difficult to navigate channels in Florida due to its comparatively fast currents and frequent shoaling. Okaloosa County often is reported in the FWC's "top ten for boating accidents in Florida" . A high percentage of the County's boating traffic is in and around the Marler Bridge area. The City Council's recognition of this potential problem is commendable.

The Harbor Capacity Study Steering Committee requires a significant commitment from its appointees; if appointed, will you be able to complete a full term (up to 12 months) and attend regularly scheduled meetings?

No problem.

Please share any other information you feel is important for consideration of your application to the Harbor Capacity Study Steering Committee:

The Harbor flushing pump system and its importance to water quality must be an integral part of the capacity study.

My electronic signature below indicates my desire to serve as a member of the Harbor Capacity Study Steering Committee:

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature

Electronic Signature Verification

Date

2/5/2020

(Section Break)

Carrying Capacity Study Summary and Scope

A carrying capacity study is a comprehensive study that determines if an environment (i.e., land, water body) is sustainable based on existing and/or future conditions. Carrying capacity studies require the identification of a specific study

area. Additionally, carrying capacity studies require scientific methods, which require the identification of measurable indicators. The City of Destin Harbor Capacity Study Scope of Work includes the following elements:

- *Aesthetics*
- *Socioeconomics*
- *Quality of life*
- *Community character issues (including population concentration)*
- *Availability of open space*
- *Habitat diversity*
- *Diversity and health of existing species*

If you have any questions, please contact Samantha Brisolaro at 850-654-1119 or sbrisolaro@cityofdestin.com

Email not displaying correctly? [View it in your browser.](#)



HARBOR CAPACITY STUDY STEERING COMMITTEE MEMBERSHIP APPLICATION FORM

Introduction:

The City of Destin has partnered with the United States Army Corps of Engineers to conduct a Harbor Capacity Study for the Harbor and Choctawhatchee Bay areas.

To assist in overseeing the Study effort, the City of Destin is seeking to establish a Harbor Capacity Study Steering committee.

The purpose of this committee is to provide oversight for the Study and ensure that all elements within the City of Destin's Harbor Capacity Study Scope of Work (scope attached) are effectively incorporated. The City is looking for participants from the following stakeholder entities to compose the committee:

- Marina Owners
- Marine Focused Business Owners
- Recreational Business Owners
- Harbor Businesses/Services
- Service Members from Other Boards (i.e. Harbor CRA, Harbor and Waterways Board)
- Members of the Public

(PLEASE PRINT):

NAME: CLAUDE F. PERRY
 HOME ADDRESS: 732 HARBOR BLVD. DESTIN, FL 32541
 MAILING ADDRESS (if different from above): SAME
 PHONE (best contact number): 850-865-1063
 EMAIL ADDRESS: CC HARDY 5@gmail.com
 If necessary, may we contact you during the day? Free to call anytime

Please provide a brief description of your education and professional experience:

BBA Degree from Emory University, self employed for 60 years in Hospitality (motel, 30 restaurants) for 40 years; Farming & processing for 40 years; Real estate for last 30 years

Are you a registered voter in Okaloosa County? Yes

Are you a resident of Destin? Yes - have lived in Destin in the same house for 30 years, part time before that for 30 more years - total 60 years

How long have you lived in Destin? 60 YEARS

Do you work or own a business in Destin? yes

If yes, what is your business relationship within the jurisdictional boundaries of the City of Destin?
currently own 3 Restaurants: one mainline, one
Retail Store all located on HARBOR

Do you hold any type of public office? No

Have you ever been convicted of a felony? No

If yes, please explain, including dates of conviction: N/A

At the present time, do you serve on any City Board, Commission, or Committee? No

If yes, please list appointments: N/A

Why are you interested in serving as a member of the Harbor Capacity Study Steering Committee?
I know the HARBOR history & I know
what is going on today both in the harbor
& the city at large

Please explain your understanding of the City of Destin Comprehensive Plan, Land Development Code (LDC),
and Environmentally Sensitive areas:
These documents are living guides to
how the city should be operated

Please explain your knowledge of governmental procedures and processes: For the people
of Destin - not for special interest
groups or individuals as currently is happening

Please outline your familiarity with the physical, social, and economic composition of the City of Destin,
particularly, in the Destin Harbor and Choctawhatchee Bay area: Because I have
watched this town grow from 3 top photos
in a time of 98 to 4 I can help guide
its future growth - especially in the
harbor & bay!!!

one
Please outline your familiarity with major issues impacting the Destin Harbor and Choctawhatchee Bay area:

pollution from 98 is #1 issue - going on from day and ignored by city - lack of parking for visitors to the harbor + to scenic along our beaches

The Harbor Capacity Study Steering Committee requires a significant commitment from its appointees; if appointed, will you be able to complete a full term (up to 12 months) and attend regularly scheduled meetings?

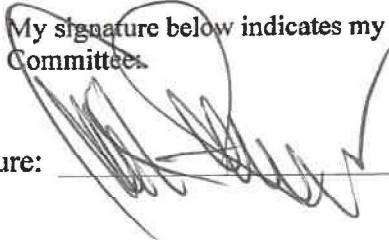
yes - no problem to attend + participate

Please share any other information you feel is important for consideration of your application to the Harbor Capacity Study Steering Committee:

The additional regulations currently proposed by staff will not stop range operations + hopefully this study will point the way!

My signature below indicates my desire to serve as a member of the Harbor Capacity Study Steering Committee.

Signature:



Date:

2/14/20

Please return completed form to the City Clerk for verification of eligibility.



HARBOR CAPACITY STUDY STEERING COMMITTEE MEMBERSHIP APPLICATION FORM

Introduction:

The City of Destin has partnered with the United States Army Corps of Engineers to conduct a Harbor Capacity Study for the Harbor and Choctawhatchee Bay areas.

To assist in overseeing the Study effort, the City of Destin is seeking to establish a Harbor Capacity Study Steering committee.

The purpose of this committee is to provide oversight for the Study and ensure that all elements within the City of Destin's Harbor Capacity Study Scope of Work (scope attached) are effectively incorporated. The City is looking for participants from the following stakeholder entities to compose the committee:

- Marina Owners
- Marine Focused Business Owners
- Recreational Business Owners
- Harbor Businesses/Services
- Service Members from Other Boards (i.e. Harbor CRA, Harbor and Waterways Board)
- Members of the Public

(PLEASE PRINT):

NAME: _____

Kimberley Perry Mergler

HOME ADDRESS: _____

3598 Waverly Circle Destin 32541

MAILING ADDRESS (if different from above): _____

PHONE (best contact number): _____

404 731 9685

EMAIL ADDRESS: _____

Kmergler@gmail.com

If necessary, may we contact you during the day? _____

Yes

Please provide a brief description of your education and professional experience:

High school degree; 4 year college degree Emory University
work → 15 years COA Atlanta Ga
10 years working w/ Claude Perry on the harbor property

Are you a registered voter in Okaloosa County? _____

Yes

Are you a resident of Destin? _____

Yes

How long have you lived in Destin? 6 years

Do you work or own a business in Destin? yes

If yes, what is your business relationship within the jurisdictional boundaries of the City of Destin?
My family owns the Goodwill property located in TCMU - and property on the harbor from boardwalk to 9B - 288, 302, 246, 300 Harbor Blvd

Do you hold any type of public office? NO

Have you ever been convicted of a felony? NO
If yes, please explain, including dates of conviction: _____

At the present time, do you serve on any City Board, Commission, or Committee? NO
If yes, please list appointments: _____

Why are you interested in serving as a member of the Harbor Capacity Study Steering Committee?
The harbor is Destin's Crown Jewel - maintaining the health, safety and viability of the harbor is critical for Destin's residents and visitors - We need to find a balance to support local businesses that rely on the harbor while protecting this important natural resource.

Please explain your understanding of the City of Destin Comprehensive Plan, Land Development Code (LDC), and Environmentally Sensitive areas:
The Comp plan is the instrument used by city officials, staff to envision and implement vision for the city and the LDC is the tool city staff uses to support the "vision" through ordinances/code - protecting Destin's natural resources and habitats are critical / our makeup is unique

Please explain your knowledge of governmental procedures and processes:
The city council is the elected governing body - we have a mayor who has a voice but no consistent vote - elected committees divided of Destin residents are appointed to provide support and direction to council (Harbor waterways, TCMU, etc)

Please outline your familiarity with the physical, social, and economic composition of the City of Destin, particularly, in the Destin Harbor and Choctawhatchee Bay area:
I spent all my summers as a child thru college years in Destin and on the harbor boating, swimming, skiing, sailing - popular visits to crab island and playing along the seashore - I have watched the enormous changes & challenges that our waterways face and I am ever listening to what the concerns expressed by boat captains, livary vessels operators, and the need to find a balance of health, safety, and our residents who operate businesses on the harbor waterways and etc

Please outline your familiarity with major issues impacting the Destin Harbor and Choctawhatchee Bay area:

Some issues include # of boats, safety, protecting the heritage, the fishing fleet, protecting/water improving water quality, natural habitats such as sea pines, healthy air natural species that live in/around the harbor → protecting our natural resource is critical / it is the very heart of Destin

The Harbor Capacity Study Steering Committee requires a significant commitment from its appointees; if appointed, will you be able to complete a full term (up to 12 months) and attend regularly scheduled meetings?

Yes - this is important to me as a resident and as a property owner w/ businesses that are water related.

Please share any other information you feel is important for consideration of your application to the Harbor Capacity Study Steering Committee:

Destin has always been a special place for my family - I would be honored to serve on the committee and help in any way possible to support the council and staff in formulating a plan of preservation for this harbor - thank you for contacting me -

My signature below indicates my desire to serve as a member of the Harbor Capacity Study Steering Committee:

Signature:



Date:

2/10/2020

Please return completed form to the City Clerk for verification of eligibility.

EXCERPTS - MARCH 2, 2020 COUNCIL MEETING MINUTES

Motion to rescind the current "Golf Cart Policy," continue to support the application of State Statutes that govern the legal use of Low Speed Vehicle, endorse the LSV Map included as Attachment 7, instruct staff to convert all "Proposed LSV" roadways to "Allowed LSV" roadways and that LSV use be restricted to the farthest right-hand lanes on Airport Road and Main Street, and to instruct staff to amend the map as such and bring back to City Council an ordinance for adoption and enforcement, passed 5-1; with Councilmember Braden dissenting.

B. Development of City's Americans with Disabilities (ADA) Transition Plan, request to authorize to negotiate and execute a Task Order

According to the City Manager, the City is in need of a qualified and experienced firm to develop an ADA Transition Plan for the City of Destin. The intention of the plan is to inventory pedestrian facilities within the City's public rights-of-way and develop strategies to address pedestrian facilities within the City that are not accessible to all users. He stated that Baskerville-Donovan is currently performing similar projects in Pensacola Beach and Perdido Key and is qualified to perform this work.

Councilmember Destin moved to authorize the City Manager to negotiate with Baskerville-Donovan Engineering and execute a task order to provide a pedestrian facility assessment and development of a transition plan that is consistent with applicable Federal Laws; seconded by Councilmember Ramswell. Motion passed 6-0 (Council members Destin, Marler, Overdier, Menchel, Ramswell, and Braden voted "yes"; Councilmember Morgan was absent from the meeting).

C. Harbor Capacity Study Steering Committee Membership Appointments

The City Manager noted that the City advertised for applicants for the Harbor Capacity Steering Committee from January 29th thru February 25th 2020 and received 14 applications.

Members of the Council nominated the following individuals (name of the nominating Council member in parenthesis):

- Jason Klosterman (Braden)
- Mike Buckingham (Ramswell)
- Guy Tadlock (Menchel)
- Michael Dombrowski (Overdier)
- Claude Perry (Marler)
- John Stephens (Destin)

The City Manager asked if the above nominations meet all the desired criteria for membership as follows:

- Marina Owner
- Marine Focused Business Owner
- Recreational Business Owner
- Harbor Businesses and/or Service
- Service Members from other Boards

➤ **Members of the Public**

According to the Land Use Attorney, there is at least one nominee for each desired category listed above.

Councilmember Ramswell moved to appoint the following individuals to the Harbor Capacity Study Steering Committee:

- **Jason Klosterman**
- **Mike Buckingham**
- **Guy Tadlock**
- **Michael Dombrowski**
- **Claude Perry**
- **John Stephens**

Councilmember Menchel provided a second to the motion, which passes 6-0 (Council members Destin, Marler, Overdier, Menchel, Ramswell, and Braden voted "yes"; Councilmember Morgan was absent from the meeting).

D. Food for Thought Lease

The City Manager noted that during the January 21, 2020 meeting, Council directed City staff and City Attorney to renegotiate the terms of the lease with Food for Thought to include renewed options and to reduce the rent term to \$1.00 per year.

Motion by Councilmember Braden, seconded by Councilmember Ramswell, to direct the City Manager to execute the Lease Agreement with Food for Thought, Inc., commencing on March 16, 2020 passed 6-0 (Council members Destin, Marler, Overdier, Menchel, Ramswell, and Braden voted "yes"; Councilmember Morgan was absent from the meeting).

- E. 1st Quarter Financial/Investment Report**
- F. Development Review System Software Update**
- G. Announcements**

The City Manager made the following announcements:

- Introduced Jeff Cozadd, Projects/Grants/Contracts Manager.
- Dredging project at East Pass currently underway
- Destin Library closed on Friday, March 6th for staff training
- Destin Little League opening day parade is Saturday, March 7th
- Destin Forward Class presentations on Thursday, March 12th at City Hall Annex Council Chambers
- Staff putting bollards up at the corner of Beach Drive and Kelly Street to keep people from parking in the right-of-way and blocking traffic

5. PUBLIC HEARINGS

EXCERPTS: APRIL 6, 2020 COUNCIL MEETING MINUTES

3) City Contracts Internal Audit

Councilmember Menchel announced that the deadline for completion of internal audit of the City's continuing services contracts has been extended to May 18, 2020 per his discussion with the City Manager.

Councilmember Menchel also stated that he expects staff to be able to tell the Council later in the year why the CAFR application is needed and prove that it is not a "pay to play" proposition.

- D. Councilmember Overdier
- E. Councilmember Marler

Councilmember Marler moved to allow all City facilities to close and give staff a day off on Good Friday, seconded by Councilmember Ramswell. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

Councilmember Marler asked staff to place on the next meeting agenda under his name the re-scheduling of some of the upcoming City events, particularly Founder's Day

- F. Councilmember Destin

Councilmember Destin moved for the City of Destin to join in with the national coalition of fishermen – both commercial and charter – and lend support to the fishermen's effort to come up with a unified voice when asking the federal government for assistance. Councilmember Ramswell provided a second to the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

Councilmember Destin moved to have the City of Destin partner with the Destin Harvest and allow the use of the Morgan Sports Center parking lot for charity distribution of food and emergency resources for the needy; seconded by Councilmember Ramswell. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

- G. Councilmember Morgan

- 1) Appointment of Mr. Eddie Morgan to the Harbor Capacity Study Steering Committee

Motion by Councilmember Morgan, seconded by Councilmember Destin, to appoint Mr. Eddie Morgan to the Harbor Capacity Study Steering Committee passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Menchel, Ramswell and Braden voted "yes").

The Mayor asked that membership to this committee be expanded and for the Council to allow him to nominate Capt. Jim Green. President of the Charter Boat Association and member of the Harbor CRA Advisory Committee, to the committee.

Motion by Councilmember Destin to expand the Harbor Capacity Study Steering Group membership to 8 and allow the Mayor to nominate Capt. Jim Green, President of the Charter Boat Association, as a member was seconded by Councilmember Ramswell and passed 6-1 (Council members Morgan, Destin, Marler, Overdier, Menchel, and Ramswell voted "yes"; Councilmember Braden voted "no").

H. Mayor Gary Jarvis

The Mayor announced that the 2020 Census is underway but only 21 percent of Destin residents have responded. He stated that the census number is critical to every community because the information is used for federal funding, establishment of hospitals, and school funding among other things. He urged everyone to take some time to fill out their census document and submit it.

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. 2019CA004010 F, and Pointe Mezzanine, LLC v. City of Destin, Okaloosa County Court Case No. 2019CA003733

It was the consensus of the Council to schedule an Executive Session on April 20, 2020 at 5:30 PM.

F. J. City Attorney

8. PUBLIC COMMENTS


ADJOURNMENT:

Having no further business at this time, the meeting was adjourned at 8:30 PM.



Gary Jarvis, Mayor

ATTEST:



Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 4, 2021

TYPE OF AGENDA ITEM: Announcement

TO: City Council

THRU:

FROM:

DATE:

SUBJECT: Announcements

1. City facilities will be closed on Monday January 18, 2021 in observance of Martin Luther King day.
 2. The next City Council meeting will be held on Tuesday January 19, 2021 at 6:00 p.m.
 3. Staff intends to bring the revised complaint procedures to Council on January 19th for their review.
-

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: January 4, 2021

TYPE OF AGENDA ITEM: City Manager Report

TO: City Council

THRU:

FROM: Karen Jankowski, HR Manager

DATE: December 18, 2020

SUBJECT: Agent-Broker of Record for Health & Ancillary Benefits, Contract Renewal

I. BACKGROUND: Contract renewal for Agent-Broker of Record for Health & Ancillary Benefits.

II. DISCUSSION: Barton, Fenstermaker, and Tondello & Associates, LLC (Acentria), based in Destin, has been providing Agent-Broker services to the City and its employees. They have provided assistance to employees on a variety of topics for their health plan benefits. Mr. Barton is a Certified Healthcare Reform Specialist along with other staff members holding the certifications as well.

A. Link to Strategic Goals / Objectives: Develop programs to enhance organizational development and excellence.

B. Effect on Budget (EOB): Costs associated with brokerage services are paid by the benefit providers as part of negotiated premiums. No direct effect on budget.

C. Level of Service (LOS): Over time, through their service and open communication EBS has established the trust and confidence of city employees. This is especially important when dealing with their confidential health issues and those of family members. Their staff of eight has many years experience, six members have been designated as our primary service team. Recently, they entered a merger-acquisition with Acentria Insurance Co. headquartered in Destin. Along with the merger, this talented team is able to be extremely responsive to employees and staff working claims and issues to satisfactory resolution quickly. This is a full service firm in business serving our market area for over 20 years. Current contract is for a period of three years with two one year extensions. This request is for the

first one year extension.

III. CONCLUSION: The City and employees are about to maneuver through the extremely complicated and changing world of renewals. We are fortunate to have our current brokers to assist us on our path forward.

IV. RECOMMENDED MOTION: I move Council to authorize the City Manager to renew the contract for Agent-Broker of Record with Barton, Fenstermaker, and Tondello & Associates, LLC (Acentria) as voted by Council.

Attachments:

1. Proposal Document - Barton Fenstermaker Tondello and Associates
2. Minutes - Bid Committee Meeting - May 29, 2018
3. Broker Agreement 2018 - final
4. AgendaCODJune42018 - minutes

**BARTON, FENSTERMAKER, TONDELLO & ASSOC., LLC,
AN ACENTRIA COMPANY**



**REQUEST FOR QUALIFICATIONS
EMPLOYEE HEALTH INSURANCE AND RELATED BENEFITS
BROKER/CONSULTANT SERVICES**

PRESENTED TO:

CITY OF DESTIN

MAY 23, 2018

1

Halifax-Acentria Public Risk
Barton, Fenstermaker, Tondello & Assoc., LLC, an Acentria Company
David Barton, Vice President
4458 Legendary Drive, Suite 350
Destin, Florida 3254
(850) 460-7690 phone
PROPRIETARY AND CONFIDENTIAL



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LETTER OF TRANSMITTAL

We have been an employee owned company since 1996. As of October 2017, we entered a merger-acquisition with Acentria Insurance Co. headquartered in Destin, FL. On our own, Barton, Fenstermaker, Tondello & Associates, LLC grew to insure upwards of 300 companies from Leon County to Escambia County, with approximately 100 of those companies having a Destin zip code. As such, we felt it was time to implement a long-term plan to better handle the technology and communication needs of our customers. We were approached by three different regional and national companies for merger opportunities.

We chose Acentria for two very simple reasons: they are locally owned and they allow Barton, Fenstermaker and Tondello (BFT) to remain the local *hands-on* service organization that we have always been to the City of Destin and its employees. The other companies who wanted us to merge with them planned to take over customer service from call centers. Acentria Insurance, like BFT, feels that local, hands-on service to your employees is the key to helping our clients during a time of need. We gained a network of over 30 agencies, including Halifax-Acentria, an Acentria owned company focused solely on the Florida Public Risk sector. In addition, our parent company also owns Corporate Synergies, Inc., one of the largest Benefit Brokers in the country. We have common ownership now to both intellectual property and experience, as well as state of the art information and technology systems.

Halifax-Acentria Public Risk
Barton, Fenstermaker, Tondello & Assoc., LLC, an Acentria Company
David Barton, Vice President
4458 Legendary Drive, Suite 350
Destin, Florida 3254
(850) 460-7690 phone
PROPRIETARY AND CONFIDENTIAL



MANDATORY PROPOSER REQUIREMENTS & EVALUATION CRITERIA

- 1.) Currently, and for the past 12 years, our Agency has provided all benefits outlined in this Request for Proposal. We would be happy to maintain these lines of coverage with the current carriers but request competitive bids nearly every year on the City's behalf to make sure you have great products and useable plans in this marketplace and provide them at a competitive price.
- 2.) Licensed as an insurance Agent in the State of Florida
See Exhibit 1
- 3.) We now have and will maintain all licenses and permits required to service this agreement.
- 4.) Public Entity Crimes Statement
See Exhibit 3
- 5.) Our employees have many years of on the job training in HIPAA Compliance. Our Zywave systems provide us training manuals and legislative updates which are shared with all staff members. We take every precaution to ensure our employees remain compliant and take pride in the fact that we have never been questioned or had concerns regarding HIPAA violations.
- 6.) Both David Barton and Scott Fenstermaker completed extensive training and testing to become designated as Certified Healthcare Reform Specialists (CHRS) expanding their knowledge in the Patient Protection and Affordable Care Act (PPACA), Affordable Care Act (ACA) and Health Care Reform. Cathy Tondello, our Director of Operations, also completed training and testing for her CHRA (Certified Healthcare Reform Administrator) designation. Through her training, Cathy continues to share her knowledge of Healthcare Reform with the rest of her staff. We have strived to abide by the PPACA guidelines since 2014 and have significant knowledge of it. During the early days of the PPACA a great deal of new knowledge was required; now it is standard procedure with all carriers and vendors.
7. Broker Agreement
See Exhibit 4

Tab 1. Qualifications and Experience of Firm

- A. Barton, Fenstermaker, Tondello & Associates, LLC (BFT) has been a full-service Group Benefits company in Florida since 1996. We offer a full line of benefits -- Health, Life, Dental, Vision, Short-Term and Long-Term Disability. We are fully licensed and offer retirement plans as well.

In October of 2017, BFT merged with Acentria. Acentria is also a local insurance agency with a focus on Property, Casualty and Liability coverage. They currently have 26 locations in Florida with over 300 employees.

There are many advantages of working with Acentria. Acentria has other partners; Corporate Synergies and Halifax/Acentria Public Risk. With the backing of these entities, BFT has an abundance of resources in the public-sector. Halifax/Acentria Public Risk (HAPR), has brokers who have, at times between the two of them, serviced up to 500 public entities in Florida. They specialize in custom benefits design, self- insurance and provide all the necessary technology to make these plans work. BFT can draw from HAPR any time additional expertise is needed.

David Barton, Vice President, has been a licensed agent for 31 years. He is a Chartered Life Underwriter, Chartered Financial Consultant (CLU, ChFC) and holds a Certified Healthcare Reform Specialist (CHRS) designation. Scott Fenstermaker has also been a licensed agent for 31 years and has worked with our company for 23 years. He is a Registered Health Underwriter (RHU) and has held a CHRS designation in the past. Cathy Tondello has worked with us for 25 years as Director of Operations and has held a Certified Healthcare Reform Administrator (CHRA) designation in the past. We have a total staff of eight – two outside licensed salespeople and 6 full-time office staff. Four of our six office staff are also licensed agents. David started in the insurance business in 1987 as a Northwestern Mutual Life agent, but became interested in the group benefit side of the business and began offering those benefits in 1992. Over the next three years the business grew to the point that a partner was needed and Scott Fenstermaker was offered the opportunity to buy into the company in 1995. Since that time, we have grown from servicing 30 companies to now servicing over 300 companies, large and small, between Leon County and Escambia County. Most importantly, we insure more than 100 companies within the Destin area.

Tab 1. Qualifications and Experience of Firm (Continued)

From our Destin office, we service 200 of these accounts, including several public-sector accounts. While this area typically consists of small groups (under 51), we do service about 15 large groups as well. Our Destin staff would be the service provider for the City of Destin.

- B. We currently have business in force with the following group carriers: Florida Blue (BlueCross BlueShield of Florida), United Healthcare, Aetna, Principal Financial Group, SunLife, Guardian, Florida Combined Life, United Concordia, Unum, Humana, and Northwestern Mutual. We also have access to Cigna.
- C. We assist our clients with their COBRA needs for both small groups and large groups (State Continuation and Federal Cobra). These benefits are handled by most companies through Basic Pacific or directly with the insurance carrier's COBRA division (as is your group with Florida Blue). HIPAA laws have made service work more difficult but, with the employee's consent, we are able to speak directly with the carriers on their behalf. We service cafeteria plans primarily through third party companies like AFLAC, Colonial, AllState and Liberty National. We do, however, have turnkey plans we can orchestrate for our clients.

We have a sample of documents available to our clients through our relationship with Zywave, our online HR resource we use to provide clients legislative updates, compliance information, human resource tools, forms, and other helpful resources. The level of these resources can be made available to each of our clients on a customized basis.

We have HDHP/HSA plans with dozens of companies in force and are big proponents of them. Additionally, we use Health Reimbursement Programs in conjunction with some of our HSA/HDHP's which are serviced with an excellent third-party administrator who has many clients in the panhandle.

Tab 1. Qualifications and Experience of Firm (Continues)

- D. Legal resources include our local attorney, Pleat & Perry, LLC, as well as a working relationship with the Krizner Firm in Tallahassee. We also have a third-party software firm, Zywave, at our disposal for administrative briefs and legislative updates.
- E. Unlike our competition in this area, our agents and staff are licensed, trained, willing and able to answer benefit questions, navigate the networks, and provide claims analysis and consultations. We believe in providing quality service to both employers and their employees. The carriers offer toll-free numbers but we prefer to be the liaison between the employers/employees and the carriers. This hands-on approach is not seen from most of our competitors!
- F. We insure several public-sector groups in the Panhandle but, due to the demographics of our area, there are few with 50+ employees.
- G. The vast majority of businesses in this area are 10 – 50 in size, however, we service several groups of 50 - 100+. Although not our largest client, the City of Destin is very important to our firm and to David personally as he has resided in Destin since 1976 and has been active in the Destin Community for over 40 years. He coached soccer, softball and baseball for the City for many years and has been very supportive of Destin’s causes, such as the Destin Dog Park, which he is an avid fan and financial supporter.

Tab 2. Qualifications and Experience of Staff

The staff of Barton, Fenstermaker, Tondello & Associates, LLC would like to introduce themselves to you. We have been in the group benefit business since 1996 specializing in health, dental, vision, life and disability. We pride ourselves in ensuring that our clients receive quality and prompt service exceeding that of our competitors. We provide help with annual renewals, enrollments, terminations, billings and even claims explanations. There really is a difference in agencies!

David Barton, CLU, ChFC, CHRS Vice President, Licensed Agent for 31 years – Broker for multiple carriers including Florida Blue (BlueCross BlueShield of Florida), Aetna, United Healthcare, Principal Financial Group, UNUM-Provident, Guardian Life, and Assurant Employee Benefits. David is also a Northwestern Mutual Life Agent and former board member of the Emerald Coast Estate Planning Council.

Scott Fenstermaker, RHU Vice President, Licensed Agent for 31 years with multiple carriers including Florida Blue (Blue Cross Blue Shield of Florida), Aetna, United Healthcare, Principal Financial Group, UNUM-Provident, Guardian Life, and Assurant Employee Benefits.

Cathy Tondello Director of Operations, Licensed Agent for 16 years – Has worked with David for 25 years and services all group health business, which includes processing new groups, enrolling new employees on existing groups, handling claims issues, service issues, answering benefit questions and scheduling appointments.

Laurie Todd Account Executive, Licensed Agent for 18 years – Has worked with David for 11 years and handles claims issues, benefit questions, customer service, and works closely with all existing groups on their annual renewals.

Tab 2. Qualifications and Experience of Staff (Continued)

Joyce Patton	Benefits Manager, Licensed Agent for 16 years – Has worked with David for 18 years. Handles all bookkeeping for David Barton and assists in service needs and scheduling of appointments.
Sonia Gann	Benefits Manager, Licensed Agent 4 years - Has worked with David for 14 years; compiles census information for quoting, orders quotes, customizes proposals for new business and renewal business.
Allison Hardin	Customer Service Rep - Processes new employee enrollment applications and service changes, follows up with carriers on the enrollment process; handles service issues and billing issues. Allison is currently working on classes to obtain her Florida Insurance License.
Nicole Bateman	Customer Service Rep - Processes new employee enrollment applications and service changes, follows up with carriers on the enrollment process; handles service issues and billing issues. Nicole is currently working on classes to obtain her Florida Insurance License.

Tab 3. Understanding and Approach

Headquartered in Destin, Florida, we think globally but act locally, with personal services designed specifically for each individual client. Barton, Fenstermaker, Tondello and Associates, LLC shares information and resources with national networks of brokers to ensure we can meet your every need and find answers to your questions quickly and efficiently.

Our Value Proposition

Our goal is to achieve a long-term relationship focused on bringing value to your employee benefits management and insurance programs. We are committed to utilizing our collective talent to support your insurance goals. We promise to identify activities that drive claim frequency, and implement an action plan to control health care costs and promote a healthy work environment for your employees.

Carrier Analysis/Situation Analysis

You face many employee benefit challenges, including internal resources, time management, employee education, compliance with federal and state legislation, trend increases, pharmacy costs and increased litigation activity. This demanding environment dictates a change in the way you purchase and manage your insurance programs. In order to compete in your marketplace you must adopt a total cost of employee benefits management philosophy based on data-driven decisions. We specialize in evaluating, negotiating with, and recommending insurers and providers to our clients, and we employ rigorous selection criteria and performance objectives when considering a vendor.

Plan Implementation

Securing the best insurance package for your business begins with planning. Analyzing all your risks is critical to successful implementation of your employer group benefits. We will partner with you by providing ongoing assistance, consultation, and service that will help you control your insurance expenses, choose the best plan to fit your company's needs, and promote health care consumerism.

Tab 3. Understanding and Approach (Continued)

Managing Health Care Costs

We all know that health care costs continue to be a serious problem; we can help. If you have or plan to implement an HSA or HRA plan, we have the resources to support you every step of the way, from design to implementation to employee education. Plus, we offer materials to help employees become smarter health care consumers and promote consumerism strategies that can drive costs down.

Since 2008 we have been educating your HR staff, management staff and your employees on the advantages and cost effectiveness of using High Deductible Health Plans (HDHP), both PPO's and HSA's, with Health Reimbursement accounts offsetting employees' and dependents' out of pocket exposure. Your employees are aware of how and why they work. Out of pocket costs can be kept down for the employees long-term by making them better benefits consumers and shoppers. That strategy also keeps the City's claims experience down over time. We have continually seen more employees gravitate towards these plans in the City.

Experience with your Current Carriers

As your current broker of record, we placed all your current benefit plans referenced in the RFP. While we have had some steady increases in renewal costs, we have been able to maintain a very high level of benefits at below national averages during our 12-year relationship.

Tab 4. Location and Accessibility

The City of Destin account has been and will continue to be handled by our Destin office which is located at 4458 Legendary Dr, Suite 350. David Barton and Scott Fenstermaker are the outside account executives. Cathy Tondello, Laurie Todd, Joyce Patton, in-house agents and Allison Hardin and Nicole Bateman, supporting staff, will service the account on a daily basis. As David lives in Destin, it is rare that he cannot be on site at the City within a couple of hours as needed.

David Barton and Scott Fenstermaker handle our Destin accounts. We are committed to Destin like no other Broker in the Panhandle. We have approximately 100 companies insured within the Destin 32541 zip code.

Tab 5. References

Below is a list of our client references, all of which are located in the state of Florida.

Destin Water Users

Client since 6/2007 – 60 Employees
Health, Dental, Vision, LTD/STD, Life & Long Term Care
Rachel Bowman, Human Resource Director
Mary Lou Lawson, HR/Finance Assistant
218 Main Street
Destin, Florida 32541
850-837-6146

Destin Fire Control District

Client since 6/2007 – 42 Employees
Health, Dental, Vision, Life
Kathryn Wagner, Financial Administrator
848 Airport Road
Destin, Florida 32541
850-837-8413

South Walton Fire District

Client since 4/2008 – 110 Employees
Health, Dental, Vision, Life
Carole Martin, Fiscal Officer
911 N. CR 393
Santa Rosa Beach, Florida 32459
850-267-1298

Tab 6. Schedule of Fees

**APPENDIX C
SCHEDULE OF FEES**

Compensation shall be quoted in either of the following ways. Remuneration may consist of flat or variable fees, or commissions for each line of insurance. The successful firm shall provide an annual statement from each carrier confirming that the insurance carrier has paid no commissions if a flat fee has been agreed to as a method of compensation. Full disclosure of all compensation earned, either directly or indirectly is required. All fees and or commissions earned must be disclosed.

Insurance placed by agent-broker on behalf of the City will be invoiced based on agreed terms upon placement of the coverage. The City shall remit payment to the agreed party in accordance with the specified terms and conditions. **Please complete the information below regarding the carriers that you are currently placing business with for each line (health, dental, vision, life & disability)**

APPENDIX C Schedule of Fees RFP 13-10-HR			
Proposal of:			
Line of Business	Commission	Fee	Comments
Group Health Insurance	2.25%		
Group Dental Insurance	4.5%		Average based on declining scale
Group Vision Insurance	4.5%		Average based on declining scale
Group Life Insurance	8.0%		Average based on declining scale
Group Disability Insurance	8.0%		Average based on declining scale
Guardian Hospitalization Benefit	Scheduled 15.0%		Average based on declining scale

Attach additional sheets in this format as needed.

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.****

Tab 7. Services

- A. Our staff is available on a daily basis by email, phone or fax to assist employers and employees with plan benefit questions, locating in-network physicians/facilities and helping employees with claim questions and processing issues. We also provide exceptional service through our education and training opportunities. Our employee seminars are designed to help educate employees, promote health care consumerism, and reduce high claim utilization and high-dollar claim expenses.
- B. Our agency can provide an employee survey that includes such topics as employee benefits, healthcare costs, dependent coverage and wellness initiatives.
- C. The current ongoing challenge for us as a broker is developing plan options designed to minimize costs for our employer groups due to shrinking budgets and also expand the ability of employees to take advantage of plan opportunities for them and their dependents. These goals, while seemingly opposing, can be achieved using multiple plan options for your company, or a Health Reimbursement account coupled with an affordable high-deductible plan design. Both of these options can be achieved using your existing carrier, Florida Blue, or one of the other carriers we represent. We generally quote all carriers at each renewal, if possible, to hold the carriers accountable and aware of the competition.

We typically receive the renewal rates eight to nine weeks in advance. We then request a current census from the group and gather claim's experience data from the carrier to begin the renewal process for you. When alternate quotes are received, we spreadsheet "comparable" plan designs from multiple carriers. We carefully review plan and premium comparisons with not only your City HR Staff approximately six weeks in advance, but also with the City appointed Employee Insurance Committee, which consists of employee staff members.

- D. Open Enrollment is a very important time each year for groups. We encourage all our groups to allow us to present the plan benefits that have been chosen for the upcoming plan year to all of the eligible employees at an Open Enrollment meeting. Enrollment packets are provided to each employee along with a presentation to describe each plan

Tab 7. Services (Continue)

- E. benefit, employee premium responsibility and the opportunity to change plans, update dependent information, etc. To ensure a smooth transition, it's best if all new enrollments and/or changes are submitted to the carriers within two to four weeks of the renewal effective date.

- F. Our agents and staff members are accessible by phone, email or fax during business hours, five days a week. We will make initial contact with the employee/employer within 24 hours of the request or question. Once that contact is made with one of our staff members, we immediately begin the process of providing the best possible solution. Depending on the nature of the call, resolution is typically made within 24 to 48 hours.

- G. One of our agents/staff members can be available for an on-site visit with a 48-hour advanced notice.


Exhibit 1: Insurance Licenses

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

DAVID EDWARD BARTON
License Number : A015247


Resident Insurance License	Issue Date
•0215 - LIFE INCL VAR ANNUITY & HEALTH	10/08/1988
•0240 - HEALTH	06/13/1987
•0218 - LIFE & HEALTH	06/13/1987
•0216 - LIFE	06/13/1987

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or insurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a licensee applicant. If this license was obtained by passing a Statutory Examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in §29.2615 or §44.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <http://www.myprofile.com>. To validate the accuracy of this license you may review the individual license record under "License Search" on the Florida Department of Financial Services website at <http://www.myprofile.com/Division/Agents>.


Jimmy Patronis
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF INSURANCE

J SCOTT FENSTERMAKER
Li A082427
IS LICENSED TO TRANSACT BUSINESS IN THE FOLLOWING CLASSES OF INSURANCE:
Health
Life
Life & Health
Variable Annuity



This licensee must have an active appointment with the insurer or employer for which products or services are being marketed. See reverse for additional requirements.

Exhibit 1: Insurance Licenses (Continued)



Halifax-Acentria Public Risk
Barton, Fenstermaker, Tondello & Assoc., LLC, an Acentria Company
David Barton, Vice President
4458 Legendary Drive, Suite 350
Destin, Florida 3254
(850) 460-7690 phone
PROPRIETARY AND CONFIDENTIAL



Exhibit 1: Insurance Licenses (Continued)

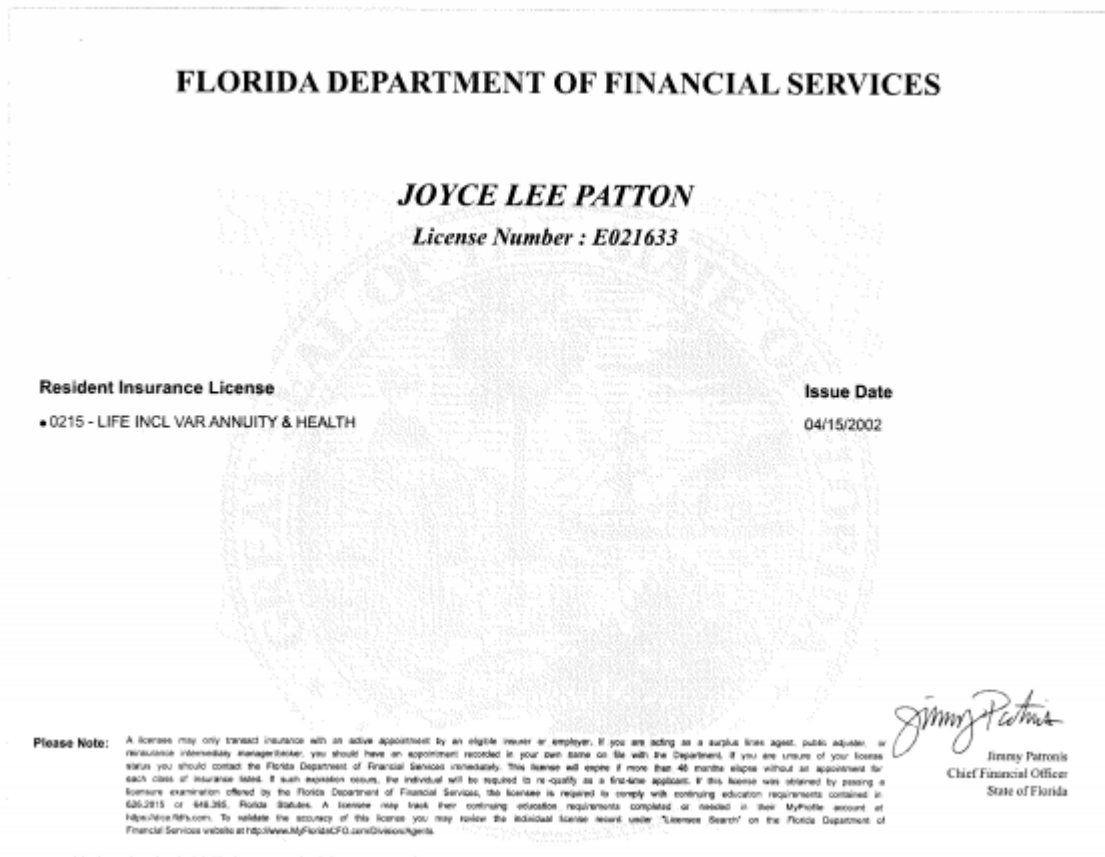


Exhibit 1: Insurance Licenses (Continued)

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

LAURA JEAN TODD

License Number : D033518

Resident Insurance License

- 0214 - LIFE INCL VARIABLE ANNUITY
- 0240 - HEALTH
- 0218 - LIFE & HEALTH
- 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

03/17/2000
03/17/2000
03/17/2000
03/17/2000

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dice.fdfs.com>. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>



Jimmy Patronis
Chief Financial Officer
State of Florida

Exhibit 1: Insurance Licenses (Continued)

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

SONIA DENISE GANN

License Number : W175670

Resident Insurance License

• 0215 - LIFE INCL VAR ANNUITY & HEALTH

Issue Date

01/06/2014

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the Florida Department of Financial Services website at <http://www.MyFloridaCFO.com/Division/Agents>.



Jeff Atwater
Chief Financial Officer
State of Florida

Exhibit 2: Carrier Information – Appendix D

Halifax-Acentria Public Risk
Barton, Fenstermaker, Tondello & Assoc., LLC, an Acentria Company
David Barton, Vice President
4458 Legendary Drive, Suite 350
Destin, Florida 3254
(850) 460-7690 phone
PROPRIETARY AND CONFIDENTIAL



**APPENDIX D
CARRIER INFORMATION**

From the list below, please complete the requested information regarding the carriers that you are currently placing business with. You may provide up to three (3) additional carriers you place business with.

APPENDIX D Carrier Information City of Destin (RFP 13-10-HR)				
Proposal of:				
Carrier	Line of Business	Number of Years doing Business	Contact Person	Phone Number
Florida Blue	Health	30	John Stevens	850-505-9220
Aetna	Health	12	Luke Volkers	850-687-8729
Aetna AFA	Health	3	Luke Volkers	850-687-8739
United Healthcare	Health	15	Jessi Adams	904-296-6817
ALLSAVERS	Health	3	Jessi Adams	904-296-6817
Guardian	Dental	20	Paul Griffith	813-472-6146
Principal	Dental	25	Luke Volkers	850-687-8729
United Concordia	Dental	15	Keith Edwards	904-305-9984
SunLife	Dental	20	Joe Oberle	813-230-2119
Florida Combined Life	Life	20	Glenn Davis	glenn.davis@fclife.com
Guardian	Life	20	Paul Griffith	813-472-6146
SunLife	Life	20	Joe Oberle	813-230-2119
Principal	Life	25	Luke Volkers	850-687-8729
Florida Combined Life	Disability	20	Glenn Davis	glenn.davis@fclife.com
Guardian	Disability	20	Paul Davis	813-472-6146
SunLife	Disability	20	Joe Oberle	813-230-2119
Principal	Disability	25	Luke Volkers	850-687-8729
Northwestern Mutual	Disability	30	Customer Svc Ctr.	800-378-4665

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.****

Exhibit 3: Public Entity Crimes Statement – Appendix F

PUBLIC ENTITY CRIMES STATEMENT (Page 1 of 2)

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract (RFP 18-10-HR)
INSURANCE AGENT - BROKER OF RECORD

2. This sworn statement is submitted by BARTON, FENSTERMAKER & ASSOC. LLC whose FLORIDA
business address is 4458 LEGENDARY DR, SUITE 350, DESTIN, FL 32541 INSURANCE CO.

and (if applicable) Federal Employer Identification Number (FEIN) is 59-3504209 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is DANIEL E. BARTON and my relationship to the entity named above is VICE PRESIDENT, ACENTRIA INSURANCE

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.****

Exhibit 3: Public Entity Crimes Statement – Appendix F (Continued)

Halifax-Acentria Public Risk
Barton, Fenstermaker, Tondello & Assoc., LLC, an Acentria Company
David Barton, Vice President
4458 Legendary Drive, Suite 350
Destin, Florida 3254
(850) 460-7690 phone
PROPRIETARY AND CONFIDENTIAL



**APPENDIX G
PUBLIC ENTITY CRIMES STATEMENT (Page 2 of 2)**

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

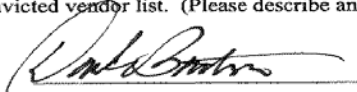
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (please attach a copy of the final order)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)



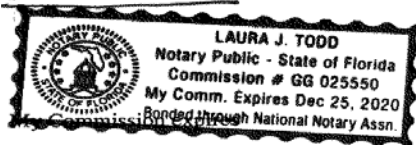
(Signature)

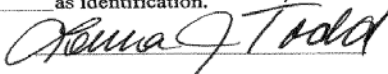
Date: 05-21-2018

STATE OF FLORIDA

COUNTY OF OKALOOSA

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this 21st day of May, 2018, and is personally known to me, or has provided _____ as identification.





Notary Public

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.****

RFP 13-10-HR

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Exhibit 4. Broker Agreement

Halifax-Acentria Public Risk
Barton, Fenstermaker, Tondello & Assoc., LLC, an Acentria Company
David Barton, Vice President
4458 Legendary Drive, Suite 350
Destin, Florida 3254
(850) 460-7690 phone
PROPRIETARY AND CONFIDENTIAL

25



Broker Agreement

This Broker Agreement, hereinafter referred to as “Agreement” is between City of Destin, hereinafter referred to as “Client” and Barton, Fenstermaker, Tondello and Associates, LLC, hereinafter referred to as “Broker.”

WHEREAS, Client wishes to obtain the assistance of Broker with strategic benefit planning, design, funding, administration and communication with respect to its employee benefit programs;

WHEREAS, Broker has superior knowledge and expertise in assisting employers with designing and servicing employee benefit plans; and

WHEREAS, the parties wish to set forth their respective expectations;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. Scope of Services to be Provided by Broker

Broker will provide Client with consulting, actuarial, and brokerage services for the following compensation and benefit programs listed below:

- Medical (including retirees)
- Prescription Drug
- Dental
- Vision
- Short Term Disability/Salary Continuation
- Long Term Disability
- Group Life Insurance
- Voluntary Life and AD&D
- Flexible Spending Accounts
- Health Savings Accounts

A. Health Reimbursement Accounts

B. Strategic Benefit Planning. Broker will provide assistance in developing overall plan benchmarks and targets to ensure that the plan meets the objectives of Client and its employees.

- C. Benefit Design.** Broker will help to ensure that benefit designs are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process.
- D. Administration.** Broker will identify core administrative services, assess vendor performance and manage vendor relationships to provide appropriate program administration. Services will also include the development of a performance guarantee agreement between Client and its third-party administrator.
- E. Funding.** Broker will advise and counsel regarding program funding alternatives, including review fee proposals; recommend budget rates, employee contribution rates, and COBRA rates; select and procure appropriate stop loss terms; and monitor program costs against expectations.
- F. Communication.** Broker will assist in drafting employee communications regarding benefit program performance and changes, and assist in the review of plan documents and insurance certificates during the planning and enrollment process.

Compliance Tools & Legislative Information. Broker will provide informational materials on legislative developments impacting employee benefit plans, including access to online reference tools on topics such as FMLA, COBRA, HIPAA, HIPAA Privacy and Section 125.

G. Meetings with Client and Vendors. Services will include attendance at and facilitation of regular meetings with Client and vendors as needed to facilitate program management, including day-to-day operations and planning program changes.

- Broker shall meet with Client on a quarterly basis to review all activities performed by Broker during the prior quarter. The meetings will include discussion of business concerns, including presentations of options and recommendations.
- Broker shall meet with Client semi-annually to discuss review of the program, state of the marketplace, progress made toward strategic plan and developments within Client's organization.
- Broker shall meet with Client annually to review the stewardship report for the preceding year, create a stewardship report outlining the goals and objectives for the upcoming year and agree upon Broker's fees for the next twelve-month period.

- H. Day-to-Day Administrative Issues.** Broker shall provide assistance in the daily administration of programs, including resolution of vendor service issues and addressing questions and concerns raised by Client's employees and management.
- I. Stewardship Report.** Broker will develop and implement a detailed account stewardship plan, which should include, but not be limited to, the following:
- Specific quantifiable and measurable goals and objectives for Broker's team relating to Client's programs; and
 - Detailed work plans which lay out the account management plan, work schedules, areas of concentration, timing and information requirements.

2. Disclosure and Record Keeping

- A. Full Disclosure.** Client has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to Client's insurance and risk management program. Broker must seek approval from Client prior to the use of any of the above in connection with the Client's insurance and risk management program.
- B. Record Keeping.** Broker will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Client.

3. Term & Termination

- A. Term.** This initial term of this Agreement shall be three years, commencing on September 1, 2018 and ending August 31, 2019 ("Initial Term") with two (2) one-year extension options. Thereafter, this Agreement will remain in effect until terminated as described below.
- B. Termination.** This Agreement may be terminated by either party only as follows:
- a) Effective upon sixty (60) days advance written notice to the other party stating that such other party is in breach of any of the provisions of this Agreement, provide such breach (if able to be cured) is not cured within fifteen (15) days after the notice is received;
 - b) Effective upon sixty (60) days advance written notice to the other party given with or without reason; provided such notice is given after the Initial Term; or

c) By mutual written agreement of the parties.

4. Cost of Services

Broker professional fees are based upon time expended by specific individuals. The fees do not include out-of-pocket expenses, including expenses related to travel outside of the state.

Additional programs and services will be provided on a project basis for an additional fee to be disclosed in writing and shall be undertaken upon mutual agreement between Broker and Client. Such programs and services may include, but not be limited to, retiree medical plans, special employee surveys, employee communication materials and long-term care insurance.

5. Personnel

Broker will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Broker retains the right to substitute personnel with reasonable cause. The Account Management Team consists of the following individuals:

Primary Service Team:

David E Barton	Laurie Todd
Scott Fenstermaker	Allison Hardin
Cathy Tondello	Nicole Bateman

6. Client's Responsibilities

Client will make available such reasonable information as required for Broker to conduct its services. Such data will be made available as promptly as possible. It is understood by Broker that the time of Client's personnel is limited, and judicious use of that time is a requirement of this Agreement. Client will make timely payments of the service fees as set forth elsewhere in this Agreement.

Independent Contractor. It is understood and agreed that Broker is engaged by Client to perform services under this Agreement as an independent contractor. Broker shall use its best efforts to follow written, oral, or electronically transmitted (i.e., sent via facsimile or e-mail) instructions from Client as to policy and procedure.

7. Fiduciary Responsibility.

Client acknowledges that: (i) Broker shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Broker shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Broker shall perform services pursuant to this Agreement in a non-fiduciary capacity. Client agrees to notify Broker as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Broker in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, Brokers or vendors to submit) all information in its (or their) control reasonably necessary for Broker to perform the services covered by this Agreement.

8. Entire Agreement

This constitutes the entire Agreement between the parties, and any other warranties or agreements are hereby superseded.

Subsequent amendments to this Agreement shall only be in writing signed by both parties.

Signature

Date

Title

Barton, Fenstermaker, Tondello and Associates, LLC,
an Acentria Company

Signature

Date

Title



**MINUTES
BID COMMITTEE MEETING
TUESDAY, MAY 29, 2018**

1. CALL TO ORDER:

Mr. Bragg Farmer called the meeting to order on Tuesday, May 29, 2018 at 9:15 a.m., in the Destin City Hall Conference Room

2. ROLL CALL:

Members Present:

David Campbell, Public Services Director
Lance Johnson, Parks/Recreation Director
Webb Warren, IT Director
Bragg Farmer, Finance Director

Rey Bailey, City Clerk
Karen Jankowski, HR Manager

3. NEW BUSINESS:

A) RFP 18-10-HR – Insurance Agent-Broker of Record

The HR Manager Karen Jankowski noted she has provided each member of the City's Bid Committee a proposed ranking sheet that includes the following evaluation criteria:

- Qualification and Experience of Firm
- Qualification and Experience of Staff Assigned
- Understanding and Approach to Work
- Location and Accessibility
- References
- Fee Proposal
- Services

She also stated she has started getting references, but she has had difficulty contacting people because of the Memorial Holiday weekend. She has calculated the annual rates for each firm and they are as followed:

- Barton, Fenstermaker, Tondello & Associates, LLC
 - \$27,732.69
- FBMC Benefits Management, Inc
 - \$28,338.52
- Fisher Brown Bottrell Insurance (FBBI)
 - \$51,435.25 plus \$30,000.00 quarterly and a dental commission without specific numbers
- Florida Financial Services, Inc.
 - \$22.00 per employee per month for medical fee (\$19,008.00). It could rise a bit more based on the number of covered employees
 - Did not provide fee information for dental, vision, basic life, ltd, std and hospital

- Risk Management Associates, Inc. d/b/a Public Risk Insurance Agency (PRIA)
 - \$32,108.20 or a flat \$30,000.00 annual option
- Thompson Insurance, Inc.
 - Did not provide quote for medical; only for ancillary benefits
 - Annual rate is \$19,227.41, excluding medical
- Florida Municipal Insurance Trust
 - Package was incomplete
 - Did not include fees
 - No viable proposal submitted
 - No crime statement
 - No drug free workplace statement

Each member of the Bid Committee provided their top three choices based on the above evaluation criteria minus references:

- Bragg Farmer
 - 1) Barton, Fenstermaker, Tondello & Associates, LLC
 - 2) FBMC Benefits Management, Inc. (FBMC)
 - 3) Risk Management Associates, Inc. d/b/a Public Risk Insurance Agency (PRIA)
- David Campbell
 - 1) Barton, Fenstermaker, Tondello & Associates, LLC
 - 2) FBMC Benefits Management, Inc. (FBMC)
 - 3) Risk Management Associates, Inc. d/b/a Public Risk Insurance Agency (PRIA)
- Webb Warren
 - 1) Barton, Fenstermaker, Tondello & Associates, LLC
 - 2) Risk Management Associates, Inc. d/b/a Public Risk Insurance Agency (PRIA)
 - 3) FBMC Benefits Management, Inc. (FBMC)
- Lance Johnson
 - 1) Barton, Fenstermaker, Tondello & Associates, LLC
 - 2) FBMC Benefits Management, Inc. (FBMC)
 - 3) Florida Financial Services

David Campbell moved to present the following selections to the City Council; seconded by Webb Warren. Motion passed 4-0.

- 1) Barton, Fenstermaker, Tondello & Associates, LLC
- 2) FBMC Benefits Management, Inc. (FBMC)
- 3) Risk Management Associates, Inc. d/b/a Public Risk Insurance Agency (PRIA)

ADJOURNMENT:

There being no further discussion at this time; the meeting adjourned at 10:10 a.m.

Adopted this _____ day of _____ 2018

Bragg Farmer, Finance Director

Rey Bailey, City Clerk

**CITY OF DESTIN AGENT-BROKER
AGREEMENT**

This Agent-Broker Agreement ("Agreement") dated June 4, 2018, between **Barton, Fenstermaker, Tondello & Associates, LLC** ("Agent-Broker") and the City of Destin ("City"), sets forth the terms and conditions under which Agent-Broker shall perform certain Insurance Services for Group Health and Ancillary Employee Benefits services for the City.

1 APPOINTMENT AND LICENSURE

- 1.1 The City hereby appoints Agent-Broker (and any of its Agents if Agent-Broker is an Agency) to solicit, at its own expense, new and renewal applications for insurance contracts ("Policy" or "Policies") for Health, Dental, Vision, Life and Disability insurances for Group Health and Ancillary Employee Benefits, as amended from time to time. Agent-Broker shall provide copy(ies) of its current license(s) to the City. Upon Agent-Broker's loss or failure to procure and maintain such licenses as may be required by law, this Agreement shall terminate automatically in accordance with paragraph 8.3.

2 DUTIES OF AGENT

- 2.1 If Agent-Broker is Agency, then it shall be responsible for assuring that all of its Agents comply with the following duties as well as the Agent-Broker. Agent-Broker warrants that it is licensed and qualified to provide all lines of insurance (health, dental, vision, life, disability, indemnity) that is contained in its responsive proposal to the City's RFP 18-10-HR Request for Proposal. All provisions of the City's RFP 18-10-HR Request for Proposal, including all Appendices and Agent-Broker's Response to the City's RFP are hereby incorporated by reference into this Agreement and are a material part of the consideration for the making of this Agreement by the City. Agent-Broker shall be wholly responsible for all duties set forth in Appendix B, Scope of Services, attached to the City's RFP 18-10-HR Request for Proposal. Failure to satisfactorily perform the duties set forth in Appendix B or in Section 2 of this Agreement shall constitute a material breach of this Agreement. In addition to, and in conjunction with the duties set forth in Appendix B, Agent-Broker agrees to the following:
- 2.1.1 Agent-Broker may not waive any provision of the City's underwriting standards or the insurers' underwriting standards without the City's express prior written authorization. Any questions about the City's underwriting standards shall be referred to the City Representative as set forth in paragraph 8.2.
- 2.1.2 Agent-Broker will comply with the City's rules and regulations relating to the preparation of proposals and the completion and submission of applications. Agent-Broker agrees that it will make no representations whatsoever with respect to the nature or scope of the benefits of the Policies sold except through and by means of the written material either prepared and furnished to Agent-Broker for that purpose by the City or approved in writing by the City prior to its use. Agent-Broker shall have no authority and will not make any oral or written alteration, modification, or waiver of any of the terms or conditions of any Policy whatsoever.
- 2.1.3 Agent-Broker warrants that Agent-Broker will diligently and to the best of its ability ensure that the facts set forth by any applicant in any application it solicits are true and correct.
- 2.1.4 Agent-Broker will conduct itself so as not to affect adversely the business, good standing, and reputation of the City.
- 2.1.5 If instructed by the City to collect monies, Agent-Broker will hold any monies belonging to the City in a fiduciary capacity and will handle funds in accordance with instructions from the City.
- 2.1.6 Agent-Broker agrees not to employ or make use of any advertisement in which the City's (or its affiliate's) name or its registered trademarks are employed without the prior written approval and consent of the City. Upon request of Agent-Broker during the term of this Agreement, the City shall make

available for Agent-Broker's use, standard advertising prepared for the City. Agent-Broker may add, at Agent's expense and with the City's prior written approval to the standard advertising only its business name, business address, agent number and telephone number, as provided for in the advertising. No deletions or changes in the advertising copy are permissible. Agent-Broker shall act solely as an independent contractor, and as such, shall control in all matters its time and effort in the placement of the Policies offered hereunder. Nothing herein contained shall be construed to create the relationship of employer and employee between Agent-Broker and City.

- 2.1.7 Equal Employment Opportunity: Agent-Broker agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of any protected characteristic recognized by state or federal law and will take all necessary steps to ensure that applicants and employees are treated fairly and without regard to any protected characteristic recognized by state or federal law.
- 2.1.8 Agent-Broker shall maintain in force insurance coverage against wrongful acts and errors and omissions of Agent-Broker, its agents and employees with respect to the services performed hereunder. Such insurance coverage shall be in the amount of at least \$1,000,000.00. In addition, Agent-Broker agrees to maintain Professional Liability and Commercial General Liability insurance coverage, which includes coverage for its agents and employees in the amount of \$500,000.00 per policy as a primary basis of coverage and that any insurance policies maintained by City shall be in excess of and not contributing with the insurances provided by Agent-Broker. In addition, Agent-Broker shall maintain in force Workers' Compensation coverage pursuant to Florida Law for all of its agents and employees and ensure that all subcontractors and other professional associates utilized in the performance of services under this Agreement maintain Florida Workers' Compensation coverage.
- 2.1.9 Agent-Broker shall ensure that insurance companies providing insurance under this Agreement are authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to companies by the Florida Department of Insurance. If during the term of this Agreement, an insurance company providing insurance coverage required by this Agreement fails to comply with this paragraph, Agent-Broker shall immediately notify City and immediately replace the insurance coverage provided by the insurance company with a different insurance meeting the requirements of this Agreement. The City shall have the final approval of the new coverage(s) and make the final determination whether to accept Agent-Broker's selection. Until such time as Agent-Broker has replaced the unacceptable insurer with an insurer acceptable to City, Agent-Broker shall be deemed to be in default and material breach of this Agreement.
- 2.1.10 Agent-Broker shall promptly prepare and transmit to the City, in a format acceptable to the City, such reports as the City may reasonably require from time to time, including reports of all information necessary for the City to comply with all applicable laws, rules, and regulations or to manage its business.
- 2.1.11 Agent-Broker shall maintain adequate staff and facilities, maintain and retain records, maintain all required licenses, keep current in the changes in insurance law, and meet with City staff as necessary. In addition, Agent-Broker will be fully prepared to proactively address the City's needs and interests for products and services offered and any products and services provided as may be amended.
- 2.1.12 In providing all services pursuant to this Agreement, Agent-Broker shall comply with all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of this paragraph shall constitute a material breach of this Agreement and shall entitle City to terminate this Agreement immediately upon delivery of written notice to Agent-Broker.

3 DUTIES OF THE CITY

- 3.1 The duties of the City shall vary depending upon the specific product being sold or offered by Agent-Broker. At Agent-Broker's request, the City shall provide a detailed description of its duties based upon the products being offered or sold by the Agent-Broker.

4 **RESERVATION OF RIGHTS**

- 4.1 The City reserves the right to reject any and all applications for its Policies submitted by Agent-Broker.
- 4.2 The City reserves the right to discontinue writing or offering any of the Policies which are or become subject to this Agreement upon sixty (60) days written notice to Agent-Broker.

5 **MAINTENANCE OF RECORDS AND ACKNOWLEDGEMENT OF PUBLIC RECORDS LAW**

- 5.1 The City and Agent-Broker each shall maintain at their respective principal office, for the duration of this Agreement, a system of files containing this Agreement and books and records of all transactions relating to this Agreement, including records of transactions with individual insureds. These books and records shall be maintained in accordance with prudent standards of insurance record keeping and in accordance with the records retention requirements of the Florida Public Records Law.
- 5.2 The City or its authorized representatives may have unrestricted access to records for the Policies, and may audit, inspect and examine at reasonable times, upon reasonable notice and during regular business hours at Agent-Broker's place of business, all books and records, and may obtain copies of such books and records at its own expense. The City and Agent-Broker acknowledge that each shall accept automated files in lieu of hard copy files as permitted by law.
- 5.3 Agent-Broker shall fully cooperate with any audit or examination by the Florida Department of Insurance or any other authorized state or federal agencies and shall allow access to books and records maintained by either of them pursuant to this Agreement. Each party shall notify the other within three [3] business days of any such audit or examination.
- 5.4 All information related to Policies underwritten by Insurers and persons covered by those Policies, including, but not limited to, lists of insureds' names, addresses, other relevant information, applications, master policies, files, documents and correspondence are the property of the City subject at all times to its control. Sales literature, computer software and other property, tangible and intangible, which the City furnishes to Agent-Broker, are the property of the City subject at all times to its control. Any materials prepared by the City which relate to Policies underwritten by an Insurer shall be subject to the City's control. All property of the City shall be returned to or provided to it upon its written request. If Agent-Broker's ability to perform under this Agreement shall be affected by the return of such property, then it shall not be held in breach for its failure to perform resulting from such return. Agent-Broker may not duplicate the City's materials or use them in any way other than as authorized by the City and shall secure the City's prior written approval before releasing any information contained in this property to parties outside this Agreement.
- 5.5 Agent-Broker recognizes that in the performance of its obligations under this Agreement, it may be party to confidential information (and/or information that is exempt from the public records law) about individuals covered by Policies underwritten by an Insurer. Information that identifies an individual covered by the Policy is confidential. During the time confidential information is in Agent-Broker's custody or control, it shall take all reasonable precautions to prevent disclosure or use of the information for a purpose unrelated to administration of insurance benefits. Agent-Broker may disclose confidential information only:
- a. in response to a court order or valid subpoena; or
 - b. for an examination, investigation, audit or inquiry conducted by the Florida Department of Insurance or any other state or federal agency authorized to do so;
- 5.6 **IF THE AGENT-BROKER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS**

RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850)837-4242, 4200 INDIAN BAYOU DRIVE, DESTIN, FLORIDA 32541, rbailey@cityofdestin.com. Specifically, the AGENT-BROKER must:

- a. 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 this FS Chapter 119 or as otherwise provided by law.
- b. 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 Agreement term and following completion of the Agreement if the Agent-Broker does not transfer the records to the public agency.
- c. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Agent-Broker or keep and maintain public records required by the City to perform the service. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

6 COMPENSATION

- 6.1 Compensation for each policy written hereunder shall be made on a commission basis and paid to the Agent-Broker by the appropriate insurer. Agent-Broker in accordance with RFP 18-10-HR, Appendix C, Schedule of Fees, incorporated herein by reference. The City shall not be liable for any payments due to agents or employees of Agent-Broker during the term of this Agreement or thereafter.

7 INDEMNIFICATION OF CITY:

- 7.1 Agent-Broker will comply with all laws and regulations which relate to this Agreement and shall indemnify and hold the City harmless for its failure to do so. Agent-Broker shall maintain in good standing, at its own cost, licenses required by all applicable statutes and regulations. Agent-Broker agrees to hold City harmless, replace and indemnify City, its Council Members, employees, and agents against any and all claims, expenses, losses, damages or lawsuits for damages, including attorney's fees, resulting from or growing out of any unauthorized act or transaction or any negligent act, omission or transaction by Agent-Broker or employees/agents of Agent-Broker arising from or related to the services provided in this Agreement by Agent-Broker. This hold harmless, release, and indemnification shall include any claim based on action or inaction of the parties.

8 EFFECTIVE DATE, TERM AND TERMINATION

- 8.1 This Agreement shall commence and become effective upon _____, 2018 and shall remain in effect for period of three (3) years with two (2) one-year extension options by the City.
- 8.2 Either party shall have the right to terminate this Agreement, at any time, upon sixty (60) days written notice however, notice shall not be given or accepted within 180 days prior to any policy renewal. The parties expressly agree that subject to the provisions of paragraph 8.3, any termination of this Agreement will not in any fashion terminate the obligations of the parties with respect to business written during the term of this Agreement. The obligation of the parties with respect to such business shall remain in full force and effect until the cancellation of termination date of any such Policy.

Notice, as provided herein, is to be sent

to: If to the City:

City of Destin
Attention: City Manager
4200 Indian Bayou Trail
Destin, Florida 32751

If to the Agent-Broker:

Agent or Agency Name: Barton, Fenstermaker, Tondello & Associates, LLC
an Acentria Company

Address: 4458 Legendary Drive, Suite 350

City, State, ZIP: Destin, Florida 32541

Phone Number: (850) 460-7690

Fax Number: (850) 4607694

Other Information:

Website (if applicable): www.ebs-benefits.net

All notices given under this Agreement must be in writing and sent via a verifiable method to the party receiving notice at the address indicated above or such address as may have been communicated most recently in writing to the sending party.

- 8.3 This Agreement will terminate automatically upon the occurrence of any of the following events, and upon such occurrence the parties shall be obligated to make only those payments the right to which accrued to the date of termination:
- 8.3.1 Loss or suspension of Agent-Broker's or any agent, employee, subcontractor or other professional utilized by Agent-Broker to perform services under this Agreement;
 - 8.3.2 Conviction of a felony by Agent-Broker and/or its employees, agents, subcontractors or other professionals;
 - 8.3.3 Sale or transfer, or other substantial changes are made in the ownership of Agent-Broker's Agency;
 - 8.3.4 Cancellation or expiration of Errors and Omissions insurance required of Agent-Broker by this Agreement;
 - 8.3.5 Misappropriation (or failure to remit) or misuse of any funds or property due the City from Agent-Broker;
 - 8.3.6 Determination that Agent-Broker is not in compliance with City underwriting guidelines or the terms of this Agreement and Agent-Broker has failed to correct the problem within 10 days of the City providing written notice of same
 - 8.3.7 The filing of a petition in bankruptcy by Agent-Broker or commencement of any voluntary insolvency proceeding;
 - 8.3.8 The filing of an involuntary petition in bankruptcy or commencement of any involuntary insolvency proceeding by Agent-Broker not cured by dismissal by the party within sixty (60) days of filing.

8.3.9 The event of a material breach of this Agreement.

8.4 In the event of a default by a party to this Agreement, the other party may terminate this Agreement by providing sixty (60) days written notice in advance of termination. The defaulting party shall have thirty (30) days from receipt of the written notice of termination to remedy the default or commence to substantially remedy the default if the default cannot be cured within the thirty (30) day period.

9 GENERAL PROVISIONS

- 9.1 Failure of either party to insist upon the performance of any of the terms of this Agreement or to declare a forfeiture or termination in the event of non-performance by the other party shall not constitute a waiver of performance required hereunder.
- 9.2 No assignment, transfer or disposal of any interest that a party may have pursuant to this Agreement shall be made at any time without prior written approval of the other party. In the event Agent-Broker, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, Agent-Broker must secure the prior written approval of City. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, Agent-Broker shall remain fully responsible for the services of subcontractors or other professional associates.
- 9.3 This Agreement shall be binding upon the administrators and executors, successors and permitted assignees of the parties hereto.
- 9.4 No Amendment or modification of this Agreement shall be valid, or of any force or effect, unless the same be in writing and acknowledged and signed by the City and Agent-Broker as set out in paragraph 8.2.
- 9.5 This Agreement shall be construed for all purposes and shall be interpreted and enforced in accordance with the laws of Florida. The parties agree the site of this contract is the State of Florida. Each chooses the State of Florida, Okaloosa County, and no place else as its choice of forum for any suit or other action which may be filed to enforce all or any part of this Agreement or for damages arising directly or indirectly from it.
- 9.7 The terms and provisions of this Agreement shall be severable. If any provision of this Agreement shall be adjudged invalid or unenforceable under applicable law, such part may be reformed by a court of competent jurisdiction sitting in equity. The parties shall continue to abide by all other or remaining terms of this Agreement, and if the court declines to revise the offending provision, the parties shall strive to deal with each other in a fair and reasonable manner.
- 9.8 This Agreement constitutes the entire understanding between the parties and all prior agreements whether oral or in writing and unless specifically incorporated herein are superseded.
- 9.9 Agent-Broker agrees that it and its agents, employees, subcontractors and other professional associates are independent contractors and not employees of the City for any purpose.
- 9.10 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.
- 9.11 The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement 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 Agreement.

- 9.12 In any dispute, litigation, or appeal relating to this Agreement each party shall be responsible, and solely liable for their own respective attorney's fees, and costs.
- 10. **SERVICES NOT PROVIDED FOR.** No claim for services furnished by Agent-Broker not specifically provided herein shall be honored by the City.
- 11. **CONFLICT OF INTEREST.**
 - 11.1 Agent-Broker agrees that it will not engage in any action that would create a conflict of interest in the performance of its duties under this Agreement with City or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
 - 11.2 Agent-Broker certifies that no Council Member, agent or employee of the City has any material interest (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of Agent-Broker, in the services rendered pursuant to this Agreement and during the term of this Agreement.
 - 11.3 Agent-Broker agrees that monies received under this Agreement will not be used for the purpose of lobbying the Florida Legislature or any other state or federal agency.
- 12. **JURY TRIAL WAIVER. AGENT-BROKER AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS AGREEMENT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS AGREEMENT OR FOR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT.**
- 13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to its matter.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have executed this Agreement.

By: Carisse LeJeune
 (City Representative)

By: [Signature]
 (Name of Agent-Broker or Agency)

Name: Carisse LeJeune

Name: Kevin Mason

Title: City Manager

Title: President

Date: 7/6/2018

Date: 7/3/2018

Legal Review:

[Signature]
 ROBERT E. LARKIN, III, Esq.
 Labor Attorney

[Signature]
 JEFF BURNS, Esq.
 City Attorney

Tab 6. Schedule of Fees

**APPENDIX C
SCHEDULE OF FEES**

Compensation shall be quoted in either of the following ways. Remuneration may consist of flat or variable fees, or commissions for each line of insurance. The successful firm shall provide an annual statement from each carrier confirming that the insurance carrier has paid no commissions if a flat fee has been agreed to as a method of compensation. Full disclosure of all compensation earned, either directly or indirectly is required. All fees and or commissions earned must be disclosed.

Insurance placed by agent-broker on behalf of the City will be invoiced based on agreed terms upon placement of the coverage. The City shall remit payment to the agreed party in accordance with the specified terms and conditions. Please complete the information below regarding the carriers that you are currently placing business with for each line (health, dental, vision, life & disability)

APPENDIX C Schedule of Fees RFP 13-10-HR			
Proposal of:			
Line of Business	Commission	Fee	Comments
Group Health Insurance	2.25%		
Group Dental Insurance	4.5%		Average based on declining scale
Group Vision Insurance	4.5%		Average based on declining scale
Group Life Insurance	8.0%		Average based on declining scale
Group Disability Insurance	8.0%		Average based on declining scale
Guardian Hospitalization Benefit	Scheduled 15.0%		Average based on declining scale

Attach additional sheets in this format as needed.

****THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL.****

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
JUNE 4, 2018
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 Tuffy Dixon
Councilmember Chatham Morgan	Councilmember Rodney Braden
Councilmember Parker Destin	Councilmember Prebble Ramswell
Councilmember Cyron Marler	Councilmember Skip Overdier

Destin City Staff

City Manager Carisse LeJeune	City Clerk Rey Bailey
Community Dev. Director Jennifer Bryla	HR Manager Karen Jankowski
Deputy City Manager Steve Schmidt	IT Manager Webb Warren
Public Information Manager Doug Rainer	Finance Director Bragg Farmer
Land Use Attorney Kimberly Kopp	City Attorney Jeffrey Burns

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Gary Jarvis called the meeting to order at 6:00 PM. Reverend Kim Cannon of the Destin United Methodist Church gave the invocation; which was then followed by the Pledge of Allegiance.

AGENDA APPROVAL

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

1. APPROVAL OF MINUTES

A. Approval of minutes of May 21, 2018 council executive session (public meeting portion)

Councilmember Marler moved to approve minutes of May 21, 2018 council executive session; seconded by Councilmember Overdier. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted "yes").

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

A. Seeking vested right status for Dieter Blasbichler/Traship Holdings AG - David B. Pleat, Esq.

Attorney David Pleat came forward and stated that he represents Dieter Blasbichler/Traship Holdings A G that owns the Sea Oats Property on Old Hwy 98. He continued that Mr. Charlie Clary and Mr. Pat Ballasch of DAG Architects are also present at this meeting; adding that DAG Architects and his firm, Pleat & Perry, P.A. were part of the original Tier 3 team, along with Mr. Blasbichler, on behalf of his interest, 10 years ago when this item first came before the City Council. He requests grandfathering status under Policy 1-2.1.5 of the City's Comprehensive Plan of Mr. Blasbichler's Tier 3 project that was originally approved in 2008. The project began in May 2004 with a final development order. The original order which was a Tier 1 approval was on May 2, 2005. It was approved at that time as 4 stories, 64 unit, 50-foot tall project. Mr. Blasbichler came back in March 2008 to seek a Tier 3 designation, allowing for the project to go to 80 units, 5 stories, and 60 feet. It was approved by the Council with then Mayor Craig Barker casting the deciding vote. Conferred benefits were provided to the City without having the project come out of the ground and realize a profit. And then the recession and the oil spill hit in 2008 and beyond and completely depleting the real estate market and collapsing the value of this property and the interest in the development of the property at the time. There is now a renewed interest in the possibility of developing this parcel. The public benefit that was already provided to the City was the Tarpon Street public access. In addition, Mr. Blasbichler funded the development of 5 public parking spaces on Tarpon Street. Along with these public benefits to the City, Mr. Blasbichler had to commit under the development order to tier 3 enhancements, which include multi-modal pathway, trolley stops, enhanced landscaping, pedestrian amenities and underground utilities. The estimated cost for the easement to the beach and the construction of the boardwalk was \$49,500.00. The actual cost was \$37,648.81. The City agreed to pay part of the cost for construction of \$23,419.87. Mr. Blasbichler funded \$14,228.94 of the construction cost. The value of the land was difficult to assess; however, the City's meeting minutes reflect the City acknowledged a \$350,000.00 value to the easement to the land. The overall property value at the time was \$65,000 per square beach front foot. He further stated that Mr. Blasbichler is asking the City Council to consider the unique status of his project and the conferred benefit that has been going on for almost 10 years. The easement itself was recorded in 2006. While the tier 3 would allow up to 144 units, only 80 was sought, and that Mr. Blasbichler is more than willing, as a condition of any grandfathering, to restrict any tier 3 construction in the future to 80 units; adding that if he was to develop the property, it still must be reviewed for consistency with the current comprehensive plan.

Councilmember Destin suggests they table this item indefinitely into the future; noting they have a vested rights determination discussion later on the agenda that could help formulate a more formalized procedure for this type of issue.

Councilmember Destin moved to table this item indefinitely; seconded by Councilmember Braden.

Councilmember Ramswell pointed out there were three public benefits brought forward to the City – the easement, parking, and walkover.

Mr. Pleat replied affirmatively.

Councilmember Ramswell stated that from reading the meeting minutes of the City, she determined the easement had 6 access points, which would eventually be reduced to two; and that the actual easement deeded to the City was the relocation of one easement that was in between two parcels.

Mr. Pleat noted there was an entry point between the two parcels to provide access. The access point on the easternmost side of the parcels is a Kokomo Cove easement. The Tarpon Street easement is the 5-foot easement which the public currently uses.

Councilmember Ramswell maintains there were six different entry points, which was then reduced to two; and one was moved to the western boundary on Tarpon Street.

Mr. Pleat explained there was only one access point as it relates to public access. There were other access points for patrons of Sea Oats Property and building owners on the Traship parcel.

Councilmember Ramswell also noted from the minutes that current County Commissioner Kelly Windes expressed concern that parking is going to force people into a small area; making it more of a liability than a benefit to the City.

Mr. Pleat noted there would be two places to park – the five parking spaces and the public parking spaces that ran parallel at that intersection. If the development was completed, there would be additional enhancements under that project that would allow for multi-modal pathway, trolley stops and other pedestrian amenities.

Councilmember Ramswell pointed out that the letter the City received from Mr. Blashbichler seeking reimbursement for the walkover indicated that the reason he wanted to be reimbursed for it was because they were unable to get the project underway before the final deadline of March 28, 2015. She continued that the Council agreed on a subsequent date to go ahead and reimburse Mr. Blashbichler the \$23,419.87 he spent for construction. She also noted that the development order was null and void because it has completely expired.

Mr. Pleat remarked that Mr. Blashbichler still has to go through the analysis and the review for consistency under the tier 3 requirements in the comprehensive plan moving forward if he is grandfathered-in under the existing comprehensive plan. He also stated there were several one-year extensions to the development order brought forth by legislation during the economic downturn.

Councilmember Ramswell maintains there are no current tier 3 guidelines because tier 3 no longer exists.

According to Mr. Pleat, Mr. Blashbichler's project was approved under the previous development order at 5 stories, 60-foot and 80 units; which he was asking for consideration by the Council.

The Mayor called for a vote on the motion, which passes 5-2 (Council members Morgan, Destin, Overdier, Dixon and Braden voted “yes”; Council members Marler and Ramswell voted “no”).

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

Okaloosa County Commissioner Graham Fountain addressed agenda item 4C – *Proposed Resolution in support for a voter referendum for half-cent sales tax for Okaloosa County*. He stated that the County has a lot of great plans for the future that would benefit all its citizens and it would be very difficult if not impossible if they do not come up with some new revenue. They are also trying to transition away from charging property owners in the County, adding to the tax base on property, by looking at sales tax and other taxes. He further stated this item will be in the ballot in the upcoming election and urged Council’s support of the resolution.

Okaloosa County Administrator John Hofstad requested Council’s support of the half-cent sales tax for Okaloosa County. He stated they have a number of pressing needs within the County including getting much needed infrastructures completed. He also stated that the Board of County Commissioners is committed to it and stands in support of this Council and this community’s initiatives whether it be the cross-town connector, beach re-nourishment or East Pass dredging. He also feels there is a renewed sense of cooperation between the Board of County Commissioners and this Council.

Ms. Leigh Moore, representing Howard Group, stated they support the half-cent sales for for much needed infrastructures in Okaloosa County and they believe it would benefit the entire County. She suggests the City finds out beforehand how the Council plans to spend the additional tax revenue.

Mr. Robert Perry, speaking on behalf of the Destin Chamber of Commerce, stated that the Chamber did not get behind this initiative until they know which projects would benefit from it. They have come up with the following 4 projects, which they have shared with the County Commissioners:

- Improvements to US Hwy 98/Stahlman Avenue intersection
- Installation of a traffic signal at the Commons Drive and Henderson Beach Drive intersection as well as other improvements for traffic flow in that area
- Add sidewalks for pedestrian safety along Commons Drive
- Improvements to drainage problem along Commons Drive

He continued that the above projects are outside the city limits of Destin but would be of benefit to the City.

Councilmember Morgan asked if the Chamber received a cost estimate from the County on these projects.

Mr. Perry stated they did not get specific cost estimates from the County; however, they are aware there would be approximately \$10 million in sales tax revenue over a 10-year period.

Ms. Jennifer Green, representing Expedia, owner of HomeAway and VRBO, spoke on agenda item 5A – *Registration of Short-term Rentals*. She stated they understand the disruption in neighborhoods as well as the citizens point of view with regards to short-term rentals. She stated that concerns about occupancy limits, licensing requirements and modifying rooms after the issuance of certificate of occupancy are valid concerns. However, they are concerned about having a responsible party residing within 30 miles of the rental property to address complaints. They would be available to advise the Council and provide some options without prohibiting out of state owners or those that live outside City limits, from renting their property because they do not know of anyone who lives nearby. She further stated that they understand the issue of weddings and large events, and advertising for these types of events; but, there are many different websites out there that one property could be listed on several different advertising platforms. They have a Stay Neighborly Program that tries to get everyone that advertises short-term rental homes to include information that the local community requires and help ensure they are working with local governments.

4. CITY MANAGER REPORTS

A. Agent-Broker of Record for Health & Ancillary Benefits, RFP 1810HR

The City Manager stated that staff solicited proposals for an Agent-Broker of Record for Health and Ancillary Benefits. Several proposals were received and opened at a public bid opening meeting on May 24, 2018. The City's Bid Committee met and approved a short listing of the proposers.

The Human Resources Manager Karen Jankowski noted that the following firms are appropriately licensed and credentialed:

- Barton, Fenstermaker, Tondello & Associates, LLC
- FBMC Benefits Management, Inc.
- Risk Management Associates, dba PRIA

She also stated that a ranking sheet is available if the Council wishes to rank these firms.

Councilmember Overdier stated that he would prefer to accept staff's recommendation rather than ranking the firms.

Councilmember Overdier moved to authorize the City Manager to enter into an agreement for Agent-Broker of Record with Barton Fenstermaker Tondello and Associates, LLC; seconded by Councilmember Braden. Motion passed 7-0 (Council members Morgan, Destin, Marler, Overdier, Dixon, Ramswell and Braden voted “yes”)

B. Vested Rights Determination Discussion

The City Manager stated that the Future Land Use Element of the current City of Destin Comprehensive Plan, Policy 1-2.1-5: Grandfather Clause, states that “*Existing land uses that were lawfully conforming uses prior to the effective date of the comprehensive plan shall continue as lawful uses and shall be regulated through administrative remedies for vested rights*”

issues that shall be included in the LDC." Currently, there are no existing administrative processes for determining vested rights written in the LDC, and staff is looking for policy direction from the City Council to establish an administrative process and criteria for future vested right determination. The meeting packet that had been provided to Council included a draft Grandfather Clause that could be converted into ordinance form and incorporated into the LDC as regulations that implement the comprehensive plan. The intent is to establish a procedure for vested rights determinations under Policy 1-2.1.5, in order to provide for an equitable process for the determination of whether a property owner has vested rights.

According to the City Attorney, if the Council wishes to give any developers vested rights in the future, it would make sense to formulate something in the form of an ordinance. He stated that the proposed language though very well written is designed for a comprehensive plan. He proposes to work with the Land Use Attorney in developing a simpler and clearer grandfathering language and then bringing it back for Council to evaluate and make their decision.

According to the City Manager, the language prepared by the Land Use Attorney is based in concept on the Bert Harris Act. If a property owner or developer wishes to come forward and request a vesting based upon the previous comprehensive plan, they would have the burden of proof in showing that the criteria leads to inequity or unfairness on the part of not being allowed to continue to develop their property under the previous comprehensive plan. Staff also feels the language the Land Use Attorney has put together is not necessarily complicated but gives them enough information to bring forward a report to Council that would allow them to make a policy decision as to whether or not the criteria has been met that would then invoke a vesting determination on the property or development.

Councilmember Destin stated they do not want to incorporate a language that is so vague that it would result in an avalanche of applications for vesting rights determination. He continued that he would support having the City Attorney and Land Use Attorney work together to come up with a grandfathering language with a sunset provision and a procedure to evaluate whether or not a property qualifies to be vested.

The Land Use Attorney stated that the proposed language is the language that is originally intended for the comprehensive plan. It was included in the agenda item as an example. The suggestion would be to put in into the form of an ordinance, for LDC form, and to include an appropriate sunset provision for the ordinance.

Councilmember Braden wants to see a plain and simple language in which no attorney would be able to find a loophole.

Councilmember Destin moved to direct the Land Use Attorney and City Attorney to work together to develop a rubric or procedure, possibly based on the Land Use Attorney's previous proposal, for a grandfathering language, to include a sunset provision; and bring it back for Council consideration. Councilmember Overdier provided a second to the motion.

Councilmember Morgan stated that the entities with which the City entered into an annexation agreement are entitled to certain vested rights; and if they revert back to the old comprehensive plan and submit for the rights in which the Council voted on to give them when they were annexed into the City, they would be able to sue the City if it sunsets and they are not ready to build. In which case, it could render the effectiveness of the grandfathering clause for these annexation properties useless.

According to the Land Use Attorney, they have a year to build; however, if they are not ready to build within a year, they could request a vesting determination. It is a 5-year default, but it would depend on what changes are made to the vesting language as it is currently written. The default is 5 years, but the Council could grant more time if they feel a particular project can reasonably be vested for a longer period of time.

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

C. Proposed Resolution in support for a Voter Referendum Half-Cent Sales Tax for Okaloosa County

Councilmember Dixon moved to approve Resolution 18-18 and authorize the Mayor to sign the proposed resolution and direct the City Clerk to forward Resolution 18-18 to the Okaloosa County League of Cities and the Okaloosa County Board of County Commissioners. Councilmember Braden provided a second to the motion.

Capt. Charlie Nix of the Okaloosa County Sheriff's Department, expressed the department's support for the half-cent sales tax as it would definitely help them with their infrastructure and with public safety. He stated they currently have a heroine epidemic and overcrowding in their jails. Their training center badly needs an update and their medical examiner's office is in absolutely terrible condition and needs to be replaced. They are also one of the leaders in boating accidents in the State of Florida; and that the City's support of this referendum would also be a support for their local law enforcement and first responders.

The Mayor noted that the City of Destin was supposed to receive \$999,000 annually out of this proposed sales tax; which the City could spend on various projects such as the undergrounding of electric utilities, handling stormwater runoff issues and building some infrastructure on Commons Drive that would directly benefit the City. He added that the vote the Council is taking tonight is to merely support the County's initiative. The citizens of the County and the City would ultimately decide the outcome of the referendum.

Councilmember Morgan expressed concern they are being asked to support a \$200 million tax over a 10-year period without seeing how the money is going to be spent. He agrees that the City has capital projects that could use the money they would receive annually. He also believes the Sheriff's Office desperately needs money for their infrastructure. But, he would like to know how much of that money is going to the Sheriff's Office as well as to the projects the County has promised the Chamber that they would fund before they support this tax increase. He stated that the City of Destin contributed about 33 percent of all property taxes in 2017. They would also be paying the biggest portion of the sales tax as compared to other municipalities, but

he does not feel they would be getting enough in return. He suggests they table this issue until they get more information on how the sales tax revenue is going to be spent.

Councilmember Morgan offered a substitute motion to continue this item to a later date; seconded by Councilmember Ramswell.

The City Manager asked Mr. Hofstad if he has a general estimate on the amount of the projects the County presented to the Chamber of Commerce.

Mr. Hofstad stated they developed a list of needs for the County last year and the total costs far exceeds the available revenue coming in. There is a pressing need for over \$60 million just for storm water improvements alone. They have identified a number of projects in the County to include the PJ Adams corridor or southwest bypass, which this Council has previously supported by adopting a resolution. This project alone requires a commitment of \$25 million which the County does not currently have. They have also identified a number of projects in partnership with FDOT at Commons Drive and some intersection improvements through Destin to which the County could contribute dollars to accelerate these projects. In terms of the projects inside the jurisdiction of Destin, up to \$1 million annually and \$10 million over the life of the sales tax is available for the City to spend the way they see fit. In terms of public safety, the Sheriff's Office has provided the County an exhaustive list of needs. They have a growing list of capital projects. The County fully funds the Sheriff's Office through property taxes, and they are set to receive about a third of this revenue. They will also have a citizens oversight committee, a 5 person committee that will be appointed by the Board of County Commission to make recommendations in terms of priorities for these competing needs.

The City Manager asked if Destin is represented on the oversight committee.

Mr. Hofstad stated that the oversight committee has not been empaneled. The County has an item on their next meeting agenda for a re-draft of the referendum language. The panel will be appointed once it is approved by the commissioners. He also noted there is a State requirement to evaluate every jurisdiction in the State that is considering a local option sales tax to determine if there is a defined need for that particular jurisdiction.

Councilmember Dixon asked Mr. Hofstad to address the County's initiative towards easing the traffic on Hwy 85, which is the road their military installations use to conduct their mission.

Mr. Hofstad stated that he personally met with the 96th Test Wing Commander several times. The Base Commander has previously remarked that their number one mission impact is the inability to have needed resources, airmen and fuel, transferred over to Duke Field in time because of traffic on Hwy 85. He also stated that the Wing Commander provided the County a letter of support for their initiative.

Okaloosa County Commissioner Kelly Windes noted that the Citizens Committee would consist of 5 members, with each County Commissioner appointing a member. He assured the Council that at least one member of this committee would come from the city limits of Destin; and that he would consider any recommendations from this council.

The Mayor suggests the Council vote against the substitute motion and then adopts the resolution of support for the sales tax. He stated that the sales tax will ultimately be decided by the citizens of this County, not by the County Commissioners or the City Council. This tax will directly benefit the City, and with this Council deciding how the money will be spent. He added that improvements to the Sheriff's capability to serve the County as well as any infrastructure improvements, especially in transportation, would indirectly benefit the City.

Councilmember Destin expressed that the City and County need to work together as there are tremendous needs within the City of Destin and Okaloosa County as a whole. He continued that the City of Destin needs to start undergrounding their electric utilities in order to have a chance to compete with the likes of South Walton and other world-class destinations within the next 10 to 20 years.

Councilmember Ramswell provided the following estimated distribution of the \$19 million collected tax in 2017:

- Okaloosa County - \$12.6 million
- Crestview - \$1.8 million
- Fort Walton Beach - \$1.6 million
- Niceville - \$1 million
- Destin - \$998,000

She stated that Destin is the "cash cow" for the County and should be getting more in return; however, she realizes that Florida Statutes and not the County determine the distributions of tax funds. She also agrees they all have major needs and must learn to work together to accomplish their goals.

Councilmember Morgan stated he is withdrawing his substitute motion; but he still believes the City of Destin is entitled to a larger portion of the tax because they are contributing a lot more into the system.

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

D. Announcement

The City Manager made the following announcements:

- Monday, June 11th, @ 5:30 p.m., City Hall Annex – Short Term Rental Workshop
- Wednesday, June 13th, @ 5:30 p.m., City Hall Annex – Joint Special Meeting of the CRA Board and Harbor CRA Advisory Committee on the Royal Melvin Heritage Park
- Wednesday, June 13th, @ 6:30 p.m., City Hall Annex – Special City Council Meeting on the Royal Melvin Heritage Park
- Friday, 9:00 a.m. to 5:00 p.m., City Hall Boardroom – City Council Strategic Visioning Session

5. PUBLIC HEARINGS

A. First reading of Ordinance 18-10-CC to amend Code of Ordinance Article VI Registration of Short-term rentals

The City Attorney read proposed Ordinance 18-10-CC by title, and then presented it to the Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, RELATING TO SHORT-TERM RENTAL REGISTRATIONS; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR THE AMENDMENT OF CODE OF ORDINANCES ARTICLE VI – REGISTRATION OF SHORT-TERM RENTALS; AMENDING SECTIONS 13-105 – 13-110, PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES; 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. Seeing none, he closed the public hearing and turned the matter over to the City Council for their discussion and consideration.

Councilmember Overdier moved to approve Ordinance 18-10-CC on first reading and direct staff to schedule it for second reading; seconded by Councilmember Dixon.

Councilmember Ramswell stated that in reviewing some of the Short Term Rental Task Force meeting minutes, she noticed that staff's recommendation vary from what the task force has recommended within the penalty phase. According to the minutes, there are three steps in the penalty phase; whereas, the recommendation from staff was only a flat \$200 fine.

The City Manager stated that they changed this one area of the penalty phase and that Community Development Director Jennifer Bryla would explain the changes that were made. She continued the purpose for this action was to get the maximum punitive action against the violator; and that it was discussed thoroughly with Ms. Bryla and the Land Use Attorney.

Ms. Bryla explained that one of the recommendations from the task force was to limit the ability of short-term rental owners to rent their property. She stated that in her experience with short-term rentals, she does not believe this is an effective way to regulate the owners' behavior. Losing their ability to register their property does not matter because experience dictates they would rent their property anyway. It would then be up to code enforcement to catch the violators in the act; otherwise they would come up with various excuses. The way the regulation is currently written, violators would be brought before the City's Special Magistrate who can impose a fine up to \$250 a day for code violation. They believe this would be a more impactful punishment for the short-term rental. They have been very successful in getting people to register their rental property. They have a data base which they closely monitor to make sure they catch unregistered rental properties located within the City's jurisdiction; and to require them to register each year or provide documentation of their homestead.

The City Manager added that the punitive action could also be increased. The City could impose a \$250 a day fine; but the State would allow them to impose up to \$500 a day, which would severely cut into the profit margin of property owners. The City could also put a lien on their property, if necessary. They believe this would be more punitive than taking away their ability to register their property because they are going to rent their property anyway and the City would have the burden of trying to catch them in the act.

Councilmember Ramswell asked where that entire process is written in the ordinance.

Ms. Bryla noted that Section 13-110 states that, "*If a property owner fails to register their short-term rental unit in a timely manner, fines will be imposed consistent with the schedule of fees as amended. If a property owner fails to register their short-term rental unit within 90 days of receipt of the notice to register, the property owner is subject to code enforcement proceedings.*" She stated that staff would bring the amended fee schedule, which is done by resolution, at the second reading of this ordinance.

Councilmember Ramswell asked if rather than saying "subject to code enforcement proceedings" which she believes is vague, if they should specify the violation and the actual proceeding.

According to the Land Use Attorney, this language was intended to be broad so they could be subject violators to all code enforcement proceedings rather than limiting it to a certain one. Fines would be imposed by the Special Magistrate, but staff generally asks for a maximum daily fine of \$250 a day for the first violation, and then \$500 a day fine for a repeat violation. She added that short-term rentals are not homestead property and so if the City imposes a lien on the property, the City could then foreclose on the lien after three months.

Councilmember Ramswell stated she would prefer they stay with the original recommendations from the task force because they put so much effort in developing them. She asked staff why they feel the solution they came up with was better than the recommendations from the task force.

The City Manager explained that the Council asked staff to bring the task force's recommendations back in the form of an ordinance. Part of staff's responsibilities is to analyze the recommendations so that they could fit into the ordinance. They were trying to find the maximum punitive action that would force people to register their short-term rental properties. They felt that taking the owners' ability to register their rental homes would not be that punitive because they would rent them anyway and then it becomes a different process of trying to catch them in the act. Whereas, if they start paying a fine imposed by the Special Magistrate, it would hurt them more because it would cut into their profit margin.

According to the Land Use Attorney, they there were also some legal concerns about the language because according to State Statutes, they cannot prohibit short-term rentals. It could be interpreted as prohibiting a short-term rental by denying them the ability to register; thereby giving them a reason to sue the City.

Councilmember Ramswell argues that prohibiting short-term rentals from registering would only be as a punitive device because they lost the privilege; to which the Land Use Attorney stated could certainly be their defense.

The Mayor stated that the task force was represented by full-time residents of the City as well as short-term rental owners/managers. They worked very hard in formulating their recommendations, including a unanimous decision in this particular case; but, he believes that the language staff has provided not only lives up to the intent of the task force's recommendation, but actually made it better by injecting more enforcement power into it.

Ms. Patti Brown, a member of the Short-Term Rental Task Force, stated that she initially did not agree with the changes staff made to their recommendation; however, after additional research and after discussing this issue with the Community Development Director, she now believes these are valid changes. She continued that Flagler County tried to prohibit owners from renting their houses, but failed because it is against Florida Statutes. However, she would recommend escalating the fines because it would certainly cut into owners' profits and would serve as deterrent for repeat violators.

The City Attorney noted there is an upcoming workshop on short-term rentals during which they may receive more suggested changes. He recommends passing the current version of the proposed ordinance so they could have something in place this summer. If there is a consensus later on to change the language, they could amend the ordinance again.

The City Manager recommends approving the proposed ordinance on first and second reading; and whatever changes come out of the workshop, they could bring back as an additional ordinance.

Mr. Darryl Shelton, a member of the Short-Term Rental Task Force, stated that he and the other members of the task force that are present in tonight's meeting agree with Ms. Brown's recommendation to go forward with the proposed ordinance as written; adding that staff explained the changes better tonight than the task force previously understood them.

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

6. *CONSENT AGENDA

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

- A. Councilmember Braden
- B. Councilmember Ramswell

Councilmember Ramswell noted that she was appointed to Veterans Florida in 2014 by the Florida Senate President. This committee looks to give opportunities and helps in making the transition from military to veteran status easier as well as to keep military veterans in Florida. During a meeting this week, they gave out their first annual Vetepreneur of the Year Award,

which rewards people who have come up with good ideas and completed the training and different programs that are being offered to help them realize some goals.

- C. Councilmember Dixon
- D. Councilmember Overdier
- E. Councilmember Marler

Councilmember Marler stated that during a tropical storm when a warning was issued that vessels and any floating structures need to be put in safe harbor, an individual put his barge on safe harbor and later was issued a Notice to Appear before the Special Magistrate because he violated a City Ordinance. He continued he was advised by the City Attorney that during a natural disaster, the City Manager has the authority to suspend the ordinance; however, the ordinance did not include a provision for non-motorized floating structures. He suggests they revisit the code in the near future and make provisions for natural disasters to try to be fair with everybody. He asked that this item be placed on the next agenda for discussion.

The City Manager asked for some clarifications with regards to the actual discussion on this issue. She stated that by code she has the authority to make decisions as they relate to this matter. She made a decision to have the Crab Island boating structure removed from Marler Bayou based on a complaint of a resident who was afraid it would create damage to his property. Other boating structures that were in the East Pass seemed to be far enough away to pose any danger to other property or vessel. They asked the marine unit to deal with this issue per the City code and because of the complaint from a property owner.


Councilmember Marler would discuss this issue with the City Manager.

- F. Councilmember Destin
- G. Councilmember Morgan

Councilmember Morgan asked the City Manager to send the revised Department of Business and Professional Regulations Crab Island letter to Council for review before sending the letter out.

- H. Mayor Gary Jarvis
- I. Land Use Attorney
- J. City Attorney

Having no further business at this time, the meeting was adjourned at 8:10 PM.



Gary Jarvis, Mayor

ATTEST:


Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 4, 2021
TYPE OF AGENDA ITEM: Consent Agenda

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Kyle Bauman, City Attorney
 Rey Bailey, City Clerk

DATE: December 29, 2020

SUBJECT: Election Agreement with Supervisor of Elections for March 9, 2021, Special Election

I. BACKGROUND: At the December 15, 2020, regular Council Meeting, the Council adopted Ordinance 20-31-CN on second reading. This ordinance directs a Special Referendum Election be held on March 9, 2021, asking the electorate whether the City should amend its charter such that the City is prohibited from conveying any interest in City Parks absent a supermajority vote of the Council. The Ordinance requests the Okaloosa County Supervisor of Election (the "SOE") to conduct this Special Referendum Election.

II. DISCUSSION: The SOE has agreed to conduct this election pursuant to the terms of the attached Special Referendum Election Services Agreement. The estimated cost is between \$7,500.00 and \$10,000.00 and the Agreement obligates the City to pay for the services provided by the SOE. This amount is based on the cost the City incurred in having the SOE conduct its March 2019 election. The cost of that election was \$7,930.75.

- A. Link to Strategic Goals / Objectives:**
- B. Effect on Budget (EOB): \$7,500.00 - \$10,000.00**
- C. Level of Service (LOS):**

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to approve the Election Services Agreement with the Okaloosa County Supervisor of Elections for the March 9, 2021, Special Referendum Election.

Attachments:

1. Special Election Service Agreement -
City of Destin and SOE - March 9
2021 - final

ELECTION SERVICES AGREEMENT

City of Destin, Florida March 9, 2021 Special Referendum Election

This Election Services Agreement (the "Agreement") entered into this ___ day of January, 2021, by and between the City of Destin, Florida, a Florida Municipal Corporation, (the "City") and Paul Lux, as Supervisor of Elections of Okaloosa County, Florida, (the "Supervisor").

WHEREAS, the City is seeking to conduct a special referendum election to be held on March 9, 2021 (the "Special Election")

WHEREAS, the Supervisor is willing to conduct the Special Election; and

WHEREAS, this Agreement is intended to address the respective responsibilities of the parties related to the conducting of the Special Election.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and the Supervisor do agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct and are incorporated herein as essential terms of the Agreement.

SECTION 2: SCOPE OF SERVICES.

A. **Supervisor's Services.** In conjunction with conducting the Special Election, the Supervisor will provide the following services:

1. The Supervisor shall conduct the Special Election in compliance with the Election Laws of the State of Florida. This Agreement shall only apply to the conduct of the Special Election scheduled to take place on March 9, 2021.
2. The Supervisor will maintain Voter Registration Roll for the City's Special Election.
3. The Supervisor will conduct the Special Election at the same Polling Places which are utilized for the conduct of a General Election and regularly scheduled municipal elections.
4. The Supervisor will provide adequate voting equipment for conduct of the Special

Election, and provide the costs associated with maintaining such equipment.

5. The Supervisor will hire, appoint and train sufficient clerks and inspectors for the conduct of the Special Election.
6. The Supervisor will furnish registration records for each City Polling Place.
7. The Supervisor will provide for the production of all necessary ballots for the conduct of the Special Election, including absentee ballots.
8. The Supervisor will provide for the tabulation and counting of all votes within each precinct and provide the costs associated with tabulation and counting of the votes.
9. Following the certification of the election results for the Special Election, the Supervisor shall provide those results to the Clerk for the City.
10. The Supervisor shall schedule and provide the costs associated with all legal advertisements required under law for the Special Election.

B. **Costs for Services.** The total estimated cost for the services described above is between Seven-Thousand, Five Hundred Dollars (\$7,500.00) and Ten-Thousand Dollars (\$10,000.00). This estimated total cost is based on the cost of conducting the March 12, 2019, City of Destin Municipal Election. The City agrees to pay the Cost of Services in accordance with the terms of Section 2(E), below.

C. **Indemnification.** It is acknowledged that the services to be provided by this Agreement are only for the services described in Section 2(A), above. Any other service to be provided by the City in furtherance of the Special Election shall be solely the responsibility of the City and the Supervisor shall have no obligation or responsibility to perform such services. The City shall indemnify the Supervisor, his employees, clerks, inspectors and volunteers from any damages, costs or liability, including attorney's fees, resulting from the failure of the City to perform any service not being provided by the Supervisor under the terms of this Agreement. The City has inquired as to whether the Supervisor has knowledge of any other protocols, procedures, or actions the City must take to conduct the Special Election and the Supervisor has responded to this inquiry.

D. **Canvassing Board.** For the conduct of the Special Election, the County Canvassing Board established under section 102.141, Florida Statutes shall be the entity responsible for the certification of the results of the Special Election.

E. **Invoicing.** Upon conclusion of the Special Election, the Supervisor shall provide the City an itemized invoice for the cost of providing the services described in Section 2(A). The City shall pay such amount within thirty (30) days of invoicing by the Supervisor.

SECTION 3. TERM

A. This Agreement shall become effective upon execution by all parties and shall terminate upon full completion of the Special Election, including payment by the City to the Supervisor for the services provided.

SECTION 4. REPRESENTATIONS AND WARRANTIES. Each party hereby represents and warrants to the other that it has all requisite power, authority and authorization to enter into this Agreement, has taken all necessary actions required to enter into this Agreement, and to fulfill any and all of its obligations, duties, and responsibilities provided for or required of it by this Agreement, whether exercised individually or collectively.

SECTION 5. AMENDMENTS. Neither this Agreement nor any portion of it may be modified or waived orally. The provisions hereof may be amended or waived only pursuant to an instrument in writing, approved by the City and the Supervisor. This agreement shall not be assigned without the permission of all parties to the agreement.

SECTION 6. JURY TRIAL WAIVER. IN THE EVENT THAT LITIGATION IS FILED BY ANY PARTY TO ENFORCE ANY TERMS OF THIS AGREEMENT, THEN ALL PARTIES AGREE THAT THEY HEREBY WAIVE ANY RIGHT TO A JURY TRIAL ON ANY ISSUES ARISING OUT OF THIS AGREEMENT.

SECTION 7. LITIGATION. If litigation is instituted seeking to enforce the terms of this Agreement, or in any way related to this Agreement, then the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in the litigation, including fees and cost incurred in any resulting appeal, and any fees and costs incurred litigating entitlement to and the reasonableness of any attorney's fees and costs.

SECTION 8. SEVERABILITY. If any one or more of the provisions of this Agreement shall be held contrary to any express provision of law or contrary to any policy of express law, then the remainder of this Agreement shall remain in full force and effect.

SECTION 9. GOVERNING LAW AND VENUE. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Okaloosa County, Florida.

SECTION 10. NOTICE. If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested.

As to the Supervisor as follows:

Paul Lux
Supervisor of Elections
302 N. Wilson St.
Suite 102
Crestview, FL 32536-3474

As to the City as follows:

City Manager
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

SECTION 11. SOVEREIGN IMMUNITY. The parties further agree that nothing contained herein is intended to nor shall be construed a waiver of the Supervisor's or City's rights and immunities under the common law or section 768.28, Florida Statutes, as amended from time to time.

SECTION 12. THIRD PARTY BENEFICIARY. Neither the City nor the Supervisor intend for any provision hereof, to create any right or benefits in favor of any person, firm, or corporation not a party to this agreement.

**SUPERVISOR OF ELECTIONS
OKALOOSA COUNTY**

CITY OF DESTIN, FLORIDA

Paul Lux, CERA
Supervisor of Elections

By: _____
Gary Jarvis, Mayor

Date: _____

Date: _____

ATTEST:

Rey Bailey, Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 4, 2021
TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Noell Bell, Chief Building Official
Kimberly Kopp, Land Use Attorney

DATE: December 18, 2020

SUBJECT: Proposed Bert Harris Settlement Agreement for 2725 Scenic Highway 98

I. BACKGROUND: A proposed settlement agreement is attached for consideration by the City Council.

II. DISCUSSION: Staff has reviewed the requested occupancy of the structure, which was built in 2017, and recommends approval of the proposed settlement agreement.

Square footage of living space at the property is approx. 4, 513 square feet, and the structure has seven bedrooms. The staff-recommended maximum occupancy is 23.

The property remains subject to all other applicable City ordinances and codes.

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

III. CONCLUSION: Staff recommends approval of the proposed settlement agreement based on the prior directives of the City Council.

IV. RECOMMENDED MOTION:

Attachments:

1. 2725 Hwy 98 (Gamble)

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Kimberly Romano Kopp, Esq.
Romano Kopp Law, P.A.
P.O. Box 445
Destin, Florida 32541

<p>For Recording Purposes Only</p>

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this ____ day of _____ 2021, ("Effective Date") by and between, Walker Property Investments, LLC. ("Owner") and the City of Destin ("City"), collectively referred to as the "Parties."

RECITALS

WHEREAS, on January 22, 2019, the City enacted Ordinance 18-29-CC, the Short-Term Rental Occupancy Ordinance ("Ordinance"), which limits the occupancy of short-term rental homes to two (2) people per bedroom plus an additional four (4) persons; and

WHEREAS, Owner owns the real property and improvements located at 2725 Scenic Highway 98 E, Destin, FL 32541, as more particularly described in the attached Exhibit "A" (the "Property"); and

WHEREAS, on January 21, 2020, Owner filed a claim with the City, pursuant to the provisions of §70.001, Florida Statutes, the Bert J. Harris, Jr., Private Property Rights Protection Act (the "Harris Act"), alleging that the Property had been inordinately burdened by the adoption of the Ordinance, (the "Claim"); and

WHEREAS, the Harris Act provides for the City to have the ability to enter into a settlement agreement which would have the effect of a modification or variance to the application of a regulation or ordinance as it would otherwise apply to the subject real property, provided the relief granted protects the public interest served by the regulations at issue and is the appropriate relief necessary to prevent the governmental regulatory effort from inordinately burdening the real property; and

WHEREAS, the City has determined that the modifications to the effect of the Ordinance effected by this Agreement protect the public interest served by the Ordinance and are the appropriate relief necessary to prevent the regulatory effect of the Ordinance from inordinately burdening the Property; and

WHEREAS, the Parties now desire to settle and finally resolve all disputes between and among them concerning the Claim.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Occupancy Allowable Under Ordinance.** Owner is hereby granted a variance from the provisions of the Ordinance so that the Owner shall have the right to apply under the Ordinance for a maximum occupancy of twenty three (23) overnight guests at the seven (7) bedroom vacation rental property noted above and the City shall grant such occupancy. The right shall continue in perpetuity, regardless of any future changes in ownership, provided that this right shall expire permanently if the Property were to be voluntarily remodeled or voluntarily rebuilt in such a manner as to diminish the number of bedrooms that existed at the date of the Claim.

3. **Development in Accordance with Code.** Notwithstanding any provisions contained herein, the Owner shall at any time have the right and option to remodel, develop, or use the Property in accordance with the applicable ordinances of the City of Destin in effect at the time of application therefor, and this variance shall not be construed as making the Property in any way non-conforming.

4. **Entire Agreement.** The Parties acknowledge that this Agreement constitutes the entire agreement between them regarding the settlement of their dispute and any prior statements, whether oral or written, are merged herein. This Agreement may not be modified or amended without a written instrument signed by the party against whom enforcement is sought.

5. **Duration of Agreement.** This Agreement shall be perpetual and deemed to run with the land, and shall be binding upon and the benefits shall inure to the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.

6. **Authority.** The signatories to this Agreement are expressly authorized to resolve their dispute as set forth herein and by their signatures here represent and affirm their authority to execute this Agreement.

7. **Governing Law.** The law of the State of Florida shall apply to this Agreement. Any dispute regarding this Agreement shall be litigated exclusively in the courts of Okaloosa County, Florida. The parties expressly consent to such agreed jurisdiction and venue, and waive any objections thereto.

8. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand, (ii) delivered by reputable national or local courier (such as United Parcel Service or Federal Express), (iii) mailed by United States registered or certified mail, return receipt requested and postage prepaid, or (iv) sent by facsimile transmission provided a confirmation of such facsimile transmission is sent the same day by one of the methods of delivery in (i), (ii), or (iii) above. Any

notice shall be addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand delivery, deposit with such courier for same day or next business day delivery, upon receipt of return receipt of certified mail, or receipt of facsimile transmissions, as the case may be, and the time period (if any is provided herein) in which to respond to such notice shall commence on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. By giving to the other party at least ten (10) days' notice thereof, any party shall have the right from time to time to change the addresses thereof and to specify up to two (2) additional addresses within the United States of America to which copies of notices to it shall be sent. Notice may be given on behalf of any party by such party's counsel. In the event the subject property owner changes, notices shall be addressed to the current owner as indicated in the records of the Okaloosa County Property Appraiser. Otherwise, notices shall be sent as follows:

Each notice shall be addressed as follows:

To City: City of Destin, Florida
 Attn:
 4200 Indian Bayou Trail
 Destin, Florida 32541

With a copy to: City Land Use Attorney
 Romano Kopp Law, PA
 PO Box 445
 Destin, Florida 32541

To Walker Property Investments, LLC: Keith Gamble
 8520 Business Park Drive
 Shreveport, LA 71105

With a copy to: Matthews & Jones, LLP
 Attn: C. Stephen Tatum
 4475 Legendary Drive
 Destin, Florida 32541

9. **Attorney's Fees**. In the event of any action, whether pre-suit, mediation, litigation or appellate proceeding to enforce the terms and conditions of this Agreement, each party to the action shall pay its own attorney's fees and costs incurred therein.

10. **Venue**. Venue over any action to enforce the terms and conditions of this Agreement, including mediation, shall lie solely in Okaloosa County, Florida.

OWNERS:

Signature of Witness #1

Keith Gamble

Print or type name

Norman McLean

Signature of Witness # 2

Print or type name

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ____ physical presence or ____ online notarization, appeared _____, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing _____ and he/she acknowledged before me that he/she executed same.

Signature of Notary

(NOTARY SEAL)

Print or type name

CITY OF DESTIN

By: _____
Gary Jarvis, Mayor

Date: _____

ATTEST:

Rey Bailey, City Clerk

Date: _____

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ____ physical presence or ____ online notarization, appeared _____, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing _____ and he/she acknowledged before me that he/she executed same.

Signature of Notary

(NOTARY SEAL)

Print or Type Name

Approved as to form and legality for use and reliance
by the City of Destin, Florida, only.

Kimberly Romano Kopp, Esq.
City Land Use Attorney

Exhibit "A"

Legal Description of Property

Lot 4, Block 13, CRYSTAL BEACH A/K/A THE COURTYARD AT CRYSTAL BEACH WEST, according to the Plat thereof as recorded in Plat Book 1, Page(s) 17, of the Public Records of Okaloosa County, Florida.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 4, 2021
TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Kimberly Kopp, Land Use Attorney
Louis Zunguze, Community Development Director
Noell Bell, Chief Building Official

DATE: December 18, 2020

SUBJECT: Proposed Bert Harris Settlement Agreement for 2990 Scenic Highway 98.

I. BACKGROUND: A proposed settlement agreement is attached for consideration by the City Council.

II. DISCUSSION: Staff has reviewed the requested occupancy and recommends approval of the proposed settlement agreement.

Square footage of living space at the property is approx. 11,927 square feet, and the structure has 8 bedrooms. The staff-recommended maximum occupancy is 45.

The property remains subject to all other applicable City ordinances and codes.

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

III. CONCLUSION: Staff recommends approval of the proposed settlement agreement based on the prior directives of the City Council.

IV. RECOMMENDED MOTION:

Attachments:

1. 2990 Hwy 98 (Destin Palazzo, Poehling)

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Kimberly Romano Kopp, Esq.
Romano Kopp Law, P.A.
P.O. Box 445
Destin, Florida 32541

<p>For Recording Purposes Only</p>

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this ____ day of _____ 2020, ("Effective Date") by and between, Destin Palazzo, LLC. ("Owner") and the City of Destin ("City"), collectively referred to as the "Parties."

RECITALS

WHEREAS, on January 22, 2019, the City enacted Ordinance 18-29-CC, the Short-Term Rental Occupancy Ordinance ("Ordinance"), which limits the occupancy of short-term rental homes to two (2) people per bedroom plus an additional four (4) persons; and

WHEREAS, Owner owns the real property and improvements located at 2990 Scenic Highway 98 E, Destin, FL 32541, as more particularly described in the attached Exhibit "A" (the "Property"); and

WHEREAS, on January 21, 2020, Owner filed a claim with the City, pursuant to the provisions of §70.001, Florida Statutes, the Bert J. Harris, Jr., Private Property Rights Protection Act (the "Harris Act"), alleging that the Property had been inordinately burdened by the adoption of the Ordinance, (the "Claim"); and

WHEREAS, the Harris Act provides for the City to have the ability to enter into a settlement agreement which would have the effect of a modification or variance to the application of a regulation or ordinance as it would otherwise apply to the subject real property, provided the relief granted protects the public interest served by the regulations at issue and is the appropriate relief necessary to prevent the governmental regulatory effort from inordinately burdening the real property; and

WHEREAS, the City has determined that the modifications to the effect of the Ordinance effected by this Agreement protect the public interest served by the Ordinance and are the appropriate relief necessary to prevent the regulatory effect of the Ordinance from inordinately burdening the Property; and

WHEREAS, the Parties now desire to settle and finally resolve all disputes between and among them concerning the Claim.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Occupancy Allowable Under Ordinance.** Owner is hereby granted a variance from the provisions of the Ordinance so that the Owner shall have the right to apply under the Ordinance for a maximum occupancy of forty five (45) overnight guests at the eight (8) bedroom vacation rental property noted above and the City shall grant such occupancy. The right shall continue in perpetuity, regardless of any future changes in ownership, provided that this right shall expire permanently if the Property were to be voluntarily remodeled or voluntarily rebuilt in such a manner as to diminish the number of bedrooms that existed at the date of the Claim.

3. **Development in Accordance with Code.** Notwithstanding any provisions contained herein, the Owner shall at any time have the right and option to remodel, develop, or use the Property in accordance with the applicable ordinances of the City of Destin in effect at the time of application therefor, and this variance shall not be construed as making the Property in any way non-conforming.

4. **Entire Agreement.** The Parties acknowledge that this Agreement constitutes the entire agreement between them regarding the settlement of their dispute and any prior statements, whether oral or written, are merged herein. This Agreement may not be modified or amended without a written instrument signed by the party against whom enforcement is sought.

5. **Duration of Agreement.** This Agreement shall be perpetual and deemed to run with the land, and shall be binding upon and the benefits shall inure to the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.

6. **Authority.** The signatories to this Agreement are expressly authorized to resolve their dispute as set forth herein and by their signatures here represent and affirm their authority to execute this Agreement.

7. **Governing Law.** The law of the State of Florida shall apply to this Agreement. Any dispute regarding this Agreement shall be litigated exclusively in the courts of Okaloosa County, Florida. The parties expressly consent to such agreed jurisdiction and venue, and waive any objections thereto.

8. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand, (ii) delivered by reputable national or local courier (such as United Parcel Service or Federal Express), (iii) mailed by United States registered or certified mail, return receipt requested and postage prepaid, or (iv) sent by facsimile transmission provided a confirmation of such facsimile transmission is sent the same day by one of the methods of delivery in (i), (ii), or (iii) above. Any

notice shall be addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand delivery, deposit with such courier for same day or next business day delivery, upon receipt of return receipt of certified mail, or receipt of facsimile transmissions, as the case may be, and the time period (if any is provided herein) in which to respond to such notice shall commence on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. By giving to the other party at least ten (10) days' notice thereof, any party shall have the right from time to time to change the addresses thereof and to specify up to two (2) additional addresses within the United States of America to which copies of notices to it shall be sent. Notice may be given on behalf of any party by such party's counsel. In the event the subject property owner changes, notices shall be addressed to the current owner as indicated in the records of the Okaloosa County Property Appraiser. Otherwise, notices shall be sent as follows:

Each notice shall be addressed as follows:

To City: City of Destin, Florida
 Attn:
 4200 Indian Bayou Trail
 Destin, Florida 32541

With a copy to: City Land Use Attorney
 Romano Kopp Law, PA
 PO Box 445
 Destin, Florida 32541

To Destin Palazzo, LLC: Timothy Poehling
 16727 Hutchinson Drive
 Lakeville, MN 55044

With a copy to: Matthews & Jones, LLP
 Attn: C. Stephen Tatum
 4475 Legendary Drive
 Destin, Florida 32541

9. **Attorney's Fees.** In the event of any action, whether pre-suit, mediation, litigation or appellate proceeding to enforce the terms and conditions of this Agreement, each party to the action shall pay its own attorney's fees and costs incurred therein.

10. **Venue.** Venue over any action to enforce the terms and conditions of this Agreement, including mediation, shall lie solely in Okaloosa County, Florida.

OWNERS:

Signature of Witness #1

Timothy Poehling

Print or type name

Signature of Witness # 2

Print or type name

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ____ physical presence or ____ online notarization, appeared _____, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing _____ and he/she acknowledged before me that he/she executed same.

Signature of Notary

(NOTARY SEAL)

Print or type name

CITY OF DESTIN

By: _____
Gary Jarvis, Mayor

Date: _____

ATTEST:

Rey Bailey, City Clerk

Date: _____

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ____ physical presence or ____ online notarization, appeared _____, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing _____ and he/she acknowledged before me that he/she executed same.

Signature of Notary

(NOTARY SEAL)

Print or Type Name

Approved as to form and legality for use and reliance
by the City of Destin, Florida, only.

Kimberly Romano Kopp, Esq.
City Land Use Attorney

Exhibit "A"

Legal Description of Property

Lot 13, THE SHORES OF CRYSTAL BEACH, according to the Plat thereof as recorded in Plat Book 13, Page(s) 82, of the Public Records of Okaloosa County, Florida.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 4, 2021

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Kimberly Kopp, Land Use Attorney
Noell Bell, Chief Building Official
Louis Zunguze, Community Development Director

DATE: December 18, 2020

SUBJECT: Proposed Bert Harris Settlement Agreement for 3463 Scenic Highway 98

I. BACKGROUND: A proposed settlement agreement is attached for consideration by the City Council.

II. DISCUSSION:

Staff has reviewed the requested occupancy and recommends approval of the proposed settlement agreement.

Square footage of the property is approx. 6,465 square feet and the structure has 8 bedrooms. Staff recommends a requested maximum occupancy of 34.

The property remains subject to all other applicable City ordinances and codes.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: Staff recommends approval of the proposed settlement agreement based on the prior directives of the City Council.

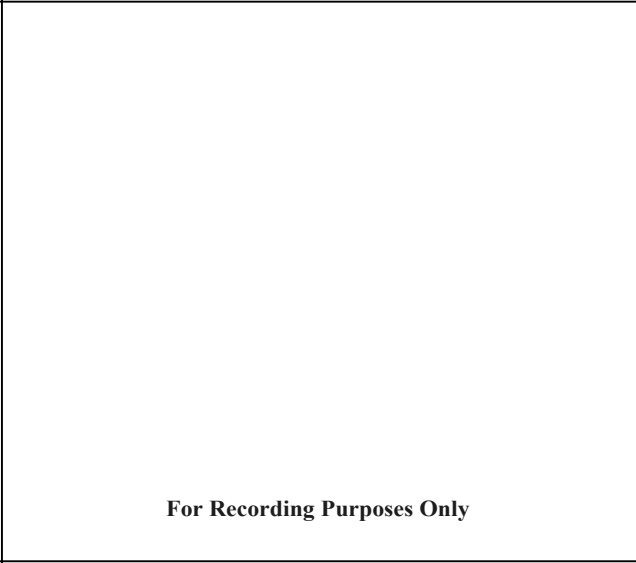
IV. RECOMMENDED MOTION:

Attachments:

1. 3463 Hwy 98 (Barone)

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Kimberly Romano Kopp, Esq.
Romano Kopp Law, P.A.
P.O. Box 445
Destin, Florida 32541



For Recording Purposes Only

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this ____ day of _____ 2020, ("Effective Date") by and between, Charles S. Barone, Lori L. Labonte and E. John Boulos. (collectively referred to as "Owner") and the City of Destin ("City"), collectively referred to as the "Parties."

RECITALS

WHEREAS, on January 22, 2019, the City enacted Ordinance 18-29-CC, the Short-Term Rental Occupancy Ordinance ("Ordinance"), which limits the occupancy of short-term rental homes to two (2) people per bedroom plus an additional four (4) persons; and

WHEREAS, Owner owns the real property and improvements located at 3463 Scenic Highway 98, Destin, FL 32541, as more particularly described in the attached Exhibit "A" (the "Property"); and

WHEREAS, on January 21, 2020, Owner filed a claim with the City, pursuant to the provisions of §70.001, Florida Statutes, the Bert J. Harris, Jr., Private Property Rights Protection Act (the "Harris Act"), alleging that the Property had been inordinately burdened by the adoption of the Ordinance, (the "Claim"); and

WHEREAS, the Harris Act provides for the City to have the ability to enter into a settlement agreement which would have the effect of a modification or variance to the application of a regulation or ordinance as it would otherwise apply to the subject real property, provided the relief granted protects the public interest served by the regulations at issue and is the appropriate relief necessary to prevent the governmental regulatory effort from inordinately burdening the real property; and

WHEREAS, the City has determined that the modifications to the effect of the Ordinance effected by this Agreement protect the public interest served by the Ordinance and are the appropriate relief necessary to prevent the regulatory effect of the Ordinance from inordinately burdening the Property; and

WHEREAS, the Parties now desire to settle and finally resolve all disputes between and among them concerning the Claim.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Occupancy Allowable Under Ordinance.** Owner is hereby granted a variance from the provisions of the Ordinance so that the Owner shall have the right to apply under the Ordinance for a maximum occupancy of thirty four (34) overnight guests at the eight (8) bedroom vacation rental property noted above and the City shall grant such occupancy. The right shall continue in perpetuity, regardless of any future changes in ownership, provided that this right shall expire permanently if the Property were to be voluntarily remodeled or voluntarily rebuilt in such a manner as to diminish the number of bedrooms that existed at the date of the Claim.

3. **Development in Accordance with Code.** Notwithstanding any provisions contained herein, the Owner shall at any time have the right and option to remodel, develop, or use the Property in accordance with the applicable ordinances of the City of Destin in effect at the time of application therefor, and this variance shall not be construed as making the Property in any way non-conforming.

4. **Entire Agreement.** The Parties acknowledge that this Agreement constitutes the entire agreement between them regarding the settlement of their dispute and any prior statements, whether oral or written, are merged herein. This Agreement may not be modified or amended without a written instrument signed by the party against whom enforcement is sought.

5. **Duration of Agreement.** This Agreement shall be perpetual and deemed to run with the land, and shall be binding upon and the benefits shall inure to the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.

6. **Authority.** The signatories to this Agreement are expressly authorized to resolve their dispute as set forth herein and by their signatures here represent and affirm their authority to execute this Agreement.

7. **Governing Law.** The law of the State of Florida shall apply to this Agreement. Any dispute regarding this Agreement shall be litigated exclusively in the courts of Okaloosa County, Florida. The parties expressly consent to such agreed jurisdiction and venue, and waive any objections thereto.

8. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand, (ii) delivered by reputable national or local courier (such as United Parcel Service or Federal Express), (iii) mailed by United States registered or certified mail, return receipt requested and postage prepaid, or (iv) sent by facsimile transmission provided a confirmation of such facsimile transmission is sent the same day by one of the methods of delivery in (i), (ii), or (iii) above. Any

notice shall be addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand delivery, deposit with such courier for same day or next business day delivery, upon receipt of return receipt of certified mail, or receipt of facsimile transmissions, as the case may be, and the time period (if any is provided herein) in which to respond to such notice shall commence on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. By giving to the other party at least ten (10) days' notice thereof, any party shall have the right from time to time to change the addresses thereof and to specify up to two (2) additional addresses within the United States of America to which copies of notices to it shall be sent. Notice may be given on behalf of any party by such party's counsel. In the event the subject property owner changes, notices shall be addressed to the current owner as indicated in the records of the Okaloosa County Property Appraiser. Otherwise, notices shall be sent as follows:

Each notice shall be addressed as follows:

To City: City of Destin, Florida
 Attn:
 4200 Indian Bayou Trail
 Destin, Florida 32541

With a copy to: City Land Use Attorney
 Romano Kopp Law, PA
 PO Box 445
 Destin, Florida 32541

Owner: Charles Barone
 32 North Prince Drive
 Depew, NY 14043

With a copy to: Matthews & Jones, LLP
 Attn: C. Stephen Tatum
 4475 Legendary Drive
 Destin, Florida 32541

9. **Attorney's Fees.** In the event of any action, whether pre-suit, mediation, litigation or appellate proceeding to enforce the terms and conditions of this Agreement, each party to the action shall pay its own attorney's fees and costs incurred therein.

10. **Venue.** Venue over any action to enforce the terms and conditions of this Agreement, including mediation, shall lie solely in Okaloosa County, Florida.

OWNERS:

Signature of Witness #1

Charles Barone

Print or type name

Lori L. Labonte

Signature of Witness # 2

E. John Boulos

Print or type name

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ____ physical presence or ____ online notarization, appeared _____, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing _____ and he/she acknowledged before me that he/she executed same.

Signature of Notary

(NOTARY SEAL)

Print or type name

CITY OF DESTIN

By: _____
Gary Jarvis, Mayor

Date: _____

ATTEST:

Rey Bailey, City Clerk

Date: _____

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ____ physical presence or _____ online notarization, appeared _____, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing _____ and he/she acknowledged before me that he/she executed same.

Signature of Notary

(NOTARY SEAL)

Print or Type Name

Approved as to form and legality for use and reliance
by the City of Destin, Florida, only.

Kimberly Romano Kopp, Esq.
City Land Use Attorney

Exhibit "A"

Legal Description of Property

Lot 2, GRAND PALMS, a part of Destiny, according to the Plat thereof as recorded in Plat Book 15, Page(s) 38 and 39, of the Public Records of Okaloosa County, Florida.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 4, 2021

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Noell Bell, Chief Building Official
Kimberly Kopp, Land Use Attorney

DATE: December 18, 2020

SUBJECT: Proposed Bert Harris Settlement Agreement for 3464 Scenic Highway 98

I. BACKGROUND: A proposed settlement agreement is attached for consideration by the City Council.

II. DISCUSSION: Staff has reviewed the requested occupancy and recommends approval of the proposed settlement agreement.

Square footage of living space at the property is approx. 4,645 square feet, and the structure has 8 bedrooms. The recommended maximum occupancy is 24.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: Staff recommends approval of the proposed settlement agreement based on prior directives of the City Council.

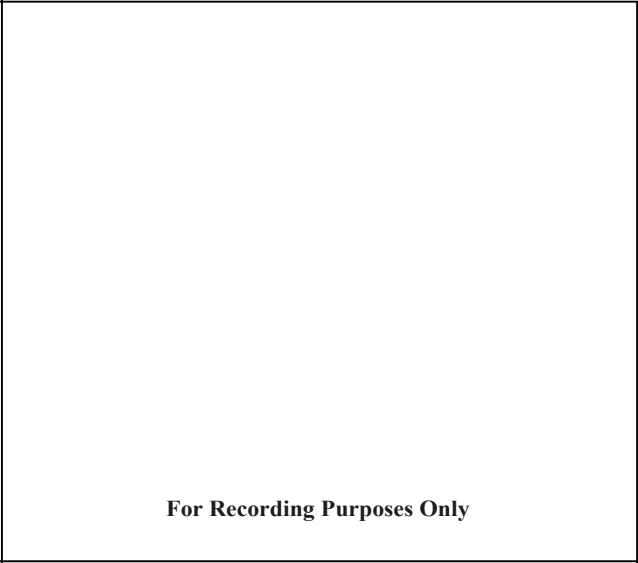
IV. RECOMMENDED MOTION:

Attachments:

1. 3464 Hwy 98 (Gamble)

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Kimberly Romano Kopp, Esq.
Romano Kopp Law, P.A.
P.O. Box 445
Destin, Florida 32541



SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this _____ day of _____ 2020, ("Effective Date") by and between, K&M Properties LLC. ("Owner") and the City of Destin ("City"), collectively referred to as the "Parties."

RECITALS

WHEREAS, on January 22, 2019, the City enacted Ordinance 18-29-CC, the Short-Term Rental Occupancy Ordinance ("Ordinance"), which limits the occupancy of short-term rental homes to two (2) people per bedroom plus an additional four (4) persons; and

WHEREAS, Owner owns the real property and improvements located at 3464 Scenic Highway 98 E, Destin, FL 32541, as more particularly described in the attached Exhibit "A" (the "Property"); and

WHEREAS, on January 21, 2020, Owner filed a claim with the City, pursuant to the provisions of §70.001, Florida Statutes, the Bert J. Harris, Jr., Private Property Rights Protection Act (the "Harris Act"), alleging that the Property had been inordinately burdened by the adoption of the Ordinance, (the "Claim"); and

WHEREAS, the Harris Act provides for the City to have the ability to enter into a settlement agreement which would have the effect of a modification or variance to the application of a regulation or ordinance as it would otherwise apply to the subject real property, provided the relief granted protects the public interest served by the regulations at issue and is the appropriate relief necessary to prevent the governmental regulatory effort from inordinately burdening the real property; and

WHEREAS, the City has determined that the modifications to the effect of the Ordinance effected by this Agreement protect the public interest served by the Ordinance and are the appropriate relief necessary to prevent the regulatory effect of the Ordinance from inordinately burdening the Property; and

WHEREAS, the Parties now desire to settle and finally resolve all disputes between and among them concerning the Claim.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Occupancy Allowable Under Ordinance.** Owner is hereby granted a variance from the provisions of the Ordinance so that the Owner shall have the right to apply under the Ordinance for a maximum occupancy of twenty four (24) overnight guests at the eight (8) bedroom vacation rental property noted above and the City shall grant such occupancy. The right shall continue in perpetuity, regardless of any future changes in ownership, provided that this right shall expire permanently if the Property were to be voluntarily remodeled or voluntarily rebuilt in such a manner as to diminish the number of bedrooms that existed at the date of the Claim.

3. **Development in Accordance with Code.** Notwithstanding any provisions contained herein, the Owner shall at any time have the right and option to remodel, develop, or use the Property in accordance with the applicable ordinances of the City of Destin in effect at the time of application therefor, and this variance shall not be construed as making the Property in any way non-conforming.

4. **Entire Agreement.** The Parties acknowledge that this Agreement constitutes the entire agreement between them regarding the settlement of their dispute and any prior statements, whether oral or written, are merged herein. This Agreement may not be modified or amended without a written instrument signed by the party against whom enforcement is sought.

5. **Duration of Agreement.** This Agreement shall be perpetual and deemed to run with the land, and shall be binding upon and the benefits shall inure to the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.

6. **Authority.** The signatories to this Agreement are expressly authorized to resolve their dispute as set forth herein and by their signatures here represent and affirm their authority to execute this Agreement.

7. **Governing Law.** The law of the State of Florida shall apply to this Agreement. Any dispute regarding this Agreement shall be litigated exclusively in the courts of Okaloosa County, Florida. The parties expressly consent to such agreed jurisdiction and venue, and waive any objections thereto.

8. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand, (ii) delivered by reputable national or local courier (such as United Parcel Service or Federal Express), (iii) mailed by United States registered or certified mail, return receipt requested and postage prepaid, or (iv) sent by facsimile transmission provided a confirmation of such facsimile transmission is sent the same day by one of the methods of delivery in (i), (ii), or (iii) above. Any

notice shall be addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand delivery, deposit with such courier for same day or next business day delivery, upon receipt of return receipt of certified mail, or receipt of facsimile transmissions, as the case may be, and the time period (if any is provided herein) in which to respond to such notice shall commence on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. By giving to the other party at least ten (10) days' notice thereof, any party shall have the right from time to time to change the addresses thereof and to specify up to two (2) additional addresses within the United States of America to which copies of notices to it shall be sent. Notice may be given on behalf of any party by such party's counsel. In the event the subject property owner changes, notices shall be addressed to the current owner as indicated in the records of the Okaloosa County Property Appraiser. Otherwise, notices shall be sent as follows:

Each notice shall be addressed as follows:

To City: City of Destin, Florida
 Attn:
 4200 Indian Bayou Trail
 Destin, Florida 32541

With a copy to: City Land Use Attorney
 Romano Kopp Law, PA
 PO Box 445
 Destin, Florida 32541

To K&M Properties LLC: Keith Gamble
 8520 Business Park Drive
 Shreveport, LA 71105

With a copy to: Matthews & Jones, LLP
 Attn: C. Stephen Tatum
 4475 Legendary Drive
 Destin, Florida 32541

9. Attorney's Fees. In the event of any action, whether pre-suit, mediation, litigation or appellate proceeding to enforce the terms and conditions of this Agreement, each party to the action shall pay its own attorney's fees and costs incurred therein.

10. Venue. Venue over any action to enforce the terms and conditions of this Agreement, including mediation, shall lie solely in Okaloosa County, Florida.

OWNERS:

Signature of Witness #1

Keith Gamble

Print or type name

Maureen Gamble

Signature of Witness # 2

Print or type name

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ____ physical presence or ____ online notarization, appeared _____, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing _____ and he/she acknowledged before me that he/she executed same.

Signature of Notary

(NOTARY SEAL)

Print or type name

CITY OF DESTIN

By: _____
Gary Jarvis, Mayor

Date: _____

ATTEST:

Rey Bailey, City Clerk

Date: _____

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ____ physical presence or ____ online notarization, appeared _____, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing _____ and he/she acknowledged before me that he/she executed same.

Signature of Notary

(NOTARY SEAL)

Print or Type Name

Approved as to form and legality for use and reliance
by the City of Destin, Florida, only.

Kimberly Romano Kopp, Esq.
City Land Use Attorney

Exhibit "A"

Legal Description of Property

Lot 12, DESTINY SHORES, A PORTION OF DESTINY, according to the Plat thereof as recorded in Plat Book 14, Page(s) 52, of the Public Records of Okaloosa County, Florida.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 4, 2021

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Noell Bell, Chief Building Official
Kimberly Kopp, Land Use Attorney

DATE: December 18, 2020

SUBJECT: Proposed Bert Harris Settlement Agreement for 3469 Scenic Highway 98

I. BACKGROUND: A proposed settlement agreement is attached for review by the City Council.

II. DISCUSSION: Staff has reviewed the requested occupancy and recommends approval of the proposed settlement agreement.

Square footage of living space at the property is approx. 6,489 square feet, and the structure has 8 bedrooms. Staff recommends a maximum occupancy of 30.

The property remains subject to all other applicable City ordinances and codes.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: Staff recommends approval of the proposed settlement agreement based on prior directives of the City Council.

IV. RECOMMENDED MOTION:

Attachments:

1. 3469 Hwy 98 (Selk Hillin LLC, Hillin) (1)

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Kimberly Romano Kopp, Esq.
Romano Kopp Law, P.A.
P.O. Box 445
Destin, Florida 32541

<p>For Recording Purposes Only</p>

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this ____ day of _____ 2020, ("Effective Date") by and between, Selk Hillin, LLC. ("Owner") and the City of Destin ("City"), collectively referred to as the "Parties."

RECITALS

WHEREAS, on January 22, 2019, the City enacted Ordinance 18-29-CC, the Short-Term Rental Occupancy Ordinance ("Ordinance"), which limits the occupancy of short-term rental homes to two (2) people per bedroom plus an additional four (4) persons; and

WHEREAS, Owner owns the real property and improvements located at 3469 Scenic Highway 98, Destin, FL 32541, as more particularly described in the attached Exhibit "A" (the "Property"); and

WHEREAS, on January 21, 2020, Owner filed a claim with the City, pursuant to the provisions of §70.001, Florida Statutes, the Bert J. Harris, Jr., Private Property Rights Protection Act (the "Harris Act"), alleging that the Property had been inordinately burdened by the adoption of the Ordinance, (the "Claim"); and

WHEREAS, the Harris Act provides for the City to have the ability to enter into a settlement agreement which would have the effect of a modification or variance to the application of a regulation or ordinance as it would otherwise apply to the subject real property, provided the relief granted protects the public interest served by the regulations at issue and is the appropriate relief necessary to prevent the governmental regulatory effort from inordinately burdening the real property; and

WHEREAS, the City has determined that the modifications to the effect of the Ordinance effected by this Agreement protect the public interest served by the Ordinance and are the appropriate relief necessary to prevent the regulatory effect of the Ordinance from inordinately burdening the Property; and

WHEREAS, the Parties now desire to settle and finally resolve all disputes between and among them concerning the Claim.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Occupancy Allowable Under Ordinance.** Owner is hereby granted a variance from the provisions of the Ordinance so that the Owner shall have the right to apply under the Ordinance for a maximum occupancy of thirty (30) overnight guests at the eight (8) bedroom vacation rental property noted above and the City shall grant such occupancy. The right shall continue in perpetuity, regardless of any future changes in ownership, provided that this right shall expire permanently if the Property were to be voluntarily remodeled or voluntarily rebuilt in such a manner as to diminish the number of bedrooms that existed at the date of the Claim.

3. **Development in Accordance with Code.** Notwithstanding any provisions contained herein, the Owner shall at any time have the right and option to remodel, develop, or use the Property in accordance with the applicable ordinances of the City of Destin in effect at the time of application therefor, and this variance shall not be construed as making the Property in any way non-conforming.

4. **Entire Agreement.** The Parties acknowledge that this Agreement constitutes the entire agreement between them regarding the settlement of their dispute and any prior statements, whether oral or written, are merged herein. This Agreement may not be modified or amended without a written instrument signed by the party against whom enforcement is sought.

5. **Duration of Agreement.** This Agreement shall be perpetual and deemed to run with the land, and shall be binding upon and the benefits shall inure to the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.

6. **Authority.** The signatories to this Agreement are expressly authorized to resolve their dispute as set forth herein and by their signatures here represent and affirm their authority to execute this Agreement.

7. **Governing Law.** The law of the State of Florida shall apply to this Agreement. Any dispute regarding this Agreement shall be litigated exclusively in the courts of Okaloosa County, Florida. The parties expressly consent to such agreed jurisdiction and venue, and waive any objections thereto.

8. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand, (ii) delivered by reputable national or local courier (such as United Parcel Service or Federal Express), (iii) mailed by United States registered or certified mail, return receipt requested and postage prepaid, or (iv) sent by facsimile transmission provided a confirmation of such facsimile transmission is sent the same day by one of the methods of delivery in (i), (ii), or (iii) above. Any

notice shall be addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand delivery, deposit with such courier for same day or next business day delivery, upon receipt of return receipt of certified mail, or receipt of facsimile transmissions, as the case may be, and the time period (if any is provided herein) in which to respond to such notice shall commence on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. By giving to the other party at least ten (10) days' notice thereof, any party shall have the right from time to time to change the addresses thereof and to specify up to two (2) additional addresses within the United States of America to which copies of notices to it shall be sent. Notice may be given on behalf of any party by such party's counsel. In the event the subject property owner changes, notices shall be addressed to the current owner as indicated in the records of the Okaloosa County Property Appraiser. Otherwise, notices shall be sent as follows:

Each notice shall be addressed as follows:

To City: City of Destin, Florida
 Attn:
 4200 Indian Bayou Trail
 Destin, Florida 32541

With a copy to: City Land Use Attorney
 Romano Kopp Law, PA
 PO Box 445
 Destin, Florida 32541

Selk Hillin, LLC: Andrew Hillin
 1523 Dietrich Glenn
 St. Louis, MO 63021

With a copy to: Matthews & Jones, LLP
 Attn: C. Stephen Tatum
 4475 Legendary Drive
 Destin, Florida 32541

9. Attorney's Fees. In the event of any action, whether pre-suit, mediation, litigation or appellate proceeding to enforce the terms and conditions of this Agreement, each party to the action shall pay its own attorney's fees and costs incurred therein.

10. Venue. Venue over any action to enforce the terms and conditions of this Agreement, including mediation, shall lie solely in Okaloosa County, Florida.

OWNERS:

Signature of Witness #1

Jason Selk

Print or type name

Mara Selk

Signature of Witness # 2

Andrew Hillin for Hillin Partnership

Print or type name

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ___ physical presence or ___ online notarization, appeared _____, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing _____ and he/she acknowledged before me that he/she executed same.

Signature of Notary

(NOTARY SEAL)

Print or type name

CITY OF DESTIN

By: _____
Gary Jarvis, Mayor

Date: _____

ATTEST:

Rey Bailey, City Clerk

Date: _____

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ____ physical presence or ____ online notarization, appeared _____, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing _____ and he/she acknowledged before me that he/she executed same.

Signature of Notary

(NOTARY SEAL)

Print or Type Name

Approved as to form and legality for use and reliance
by the City of Destin, Florida, only.

Kimberly Romano Kopp, Esq.
City Land Use Attorney

Exhibit "A"

Legal Description of Property

Lot 5, Grand Palms, according to the map or plat thereof as recorded in Plat Book 15, Page 38, Public Records of Okaloosa County, Florida.

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property.

Subject to taxes for the current year and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 4, 2021

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Noell Bell, Chief Building Official
Kimberly Kopp, Land Use Attorney

DATE: December 18, 2020

SUBJECT: Proposed Bert Harris Settlement Agreement for 4478 Ocean View Drive

I. BACKGROUND: A proposed settlement agreement is attached for review by the City Council.

II. DISCUSSION: Staff has reviewed the requested occupancy and recommends approval of the proposed settlement agreement.

Square footage of living space at the property is approx. 4,874 square feet, and the structure has 4 bedrooms (although the Property Appraiser's website states 6). Staff recommends a maximum occupancy of 16.

The property remains subject to all other applicable City ordinances and codes.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: Staff recommends approval of the proposed settlement agreement based on the prior directives of the City Council.

IV. RECOMMENDED MOTION:

Attachments:

1. 4478 Ocean View Dr (Boyd)

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Kimberly Romano Kopp, Esq.
Romano Kopp Law, P.A.
P.O. Box 445
Destin, Florida 32541

<p>For Recording Purposes Only</p>

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this ____ day of _____ 2020, ("Effective Date") by and between, Michael and Karen Boyd. ("Owner") and the City of Destin ("City"), collectively referred to as the "Parties."

RECITALS

WHEREAS, on January 22, 2019, the City enacted Ordinance 18-29-CC, the Short-Term Rental Occupancy Ordinance ("Ordinance"), which limits the occupancy of short-term rental homes to two (2) people per bedroom plus an additional four (4) persons; and

WHEREAS, Owner owns the real property and improvements located at 4478 Ocean View Drive, Destin, FL 32541, as more particularly described in the attached Exhibit "A" (the "Property"); and

WHEREAS, on January 21, 2020, Owner filed a claim with the City, pursuant to the provisions of §70.001, Florida Statutes, the Bert J. Harris, Jr., Private Property Rights Protection Act (the "Harris Act"), alleging that the Property had been inordinately burdened by the adoption of the Ordinance, (the "Claim"); and

WHEREAS, the Harris Act provides for the City to have the ability to enter into a settlement agreement which would have the effect of a modification or variance to the application of a regulation or ordinance as it would otherwise apply to the subject real property, provided the relief granted protects the public interest served by the regulations at issue and is the appropriate relief necessary to prevent the governmental regulatory effort from inordinately burdening the real property; and

WHEREAS, the City has determined that the modifications to the effect of the Ordinance effected by this Agreement protect the public interest served by the Ordinance and are the appropriate relief necessary to prevent the regulatory effect of the Ordinance from inordinately burdening the Property; and

WHEREAS, the Parties now desire to settle and finally resolve all disputes between and among them concerning the Claim.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Occupancy Allowable Under Ordinance.** Owner is hereby granted a variance from the provisions of the Ordinance so that the Owner shall have the right to apply under the Ordinance for a maximum occupancy of sixteen (16) overnight guests at the four (4) bedroom vacation rental property noted above and the City shall grant such occupancy. The right shall continue in perpetuity, regardless of any future changes in ownership, provided that this right shall expire permanently if the Property were to be voluntarily remodeled or voluntarily rebuilt in such a manner as to diminish the number of bedrooms that existed at the date of the Claim.

3. **Development in Accordance with Code.** Notwithstanding any provisions contained herein, the Owner shall at any time have the right and option to remodel, develop, or use the Property in accordance with the applicable ordinances of the City of Destin in effect at the time of application therefor, and this variance shall not be construed as making the Property in any way non-conforming.

4. **Entire Agreement.** The Parties acknowledge that this Agreement constitutes the entire agreement between them regarding the settlement of their dispute and any prior statements, whether oral or written, are merged herein. This Agreement may not be modified or amended without a written instrument signed by the party against whom enforcement is sought.

5. **Duration of Agreement.** This Agreement shall be perpetual and deemed to run with the land, and shall be binding upon and the benefits shall inure to the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.

6. **Authority.** The signatories to this Agreement are expressly authorized to resolve their dispute as set forth herein and by their signatures here represent and affirm their authority to execute this Agreement.

7. **Governing Law.** The law of the State of Florida shall apply to this Agreement. Any dispute regarding this Agreement shall be litigated exclusively in the courts of Okaloosa County, Florida. The parties expressly consent to such agreed jurisdiction and venue, and waive any objections thereto.

8. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand, (ii) delivered by reputable national or local courier (such as United Parcel Service or Federal Express), (iii) mailed by United States registered or certified mail, return receipt requested and postage prepaid, or (iv) sent by facsimile transmission provided a confirmation of such facsimile transmission is sent the same day by one of the methods of delivery in (i), (ii), or (iii) above. Any

notice shall be addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand delivery, deposit with such courier for same day or next business day delivery, upon receipt of return receipt of certified mail, or receipt of facsimile transmissions, as the case may be, and the time period (if any is provided herein) in which to respond to such notice shall commence on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. By giving to the other party at least ten (10) days' notice thereof, any party shall have the right from time to time to change the addresses thereof and to specify up to two (2) additional addresses within the United States of America to which copies of notices to it shall be sent. Notice may be given on behalf of any party by such party's counsel. In the event the subject property owner changes, notices shall be addressed to the current owner as indicated in the records of the Okaloosa County Property Appraiser. Otherwise, notices shall be sent as follows:

Each notice shall be addressed as follows:

To City: City of Destin, Florida
 Attn:
 4200 Indian Bayou Trail
 Destin, Florida 32541

With a copy to: City Land Use Attorney
 Romano Kopp Law, PA
 PO Box 445
 Destin, Florida 32541

Michael and Karen Boyd: Michael and Karen Boyd
 1063 Maryhill Court NW
 Kennesaw, GA 30152

With a copy to: Matthews & Jones, LLP
 Attn: C. Stephen Tatum
 4475 Legendary Drive
 Destin, Florida 32541

9. **Attorney's Fees.** In the event of any action, whether pre-suit, mediation, litigation or appellate proceeding to enforce the terms and conditions of this Agreement, each party to the action shall pay its own attorney's fees and costs incurred therein.

10. **Venue.** Venue over any action to enforce the terms and conditions of this Agreement, including mediation, shall lie solely in Okaloosa County, Florida.

OWNERS:

Signature of Witness #1

Michael Boyd

Print or type name

Karen Boyd

Signature of Witness # 2

Print or type name

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ____ physical presence or ____ online notarization, appeared _____, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing _____ and he/she acknowledged before me that he/she executed same.

Signature of Notary

(NOTARY SEAL)

Print or type name

CITY OF DESTIN

By: _____
Gary Jarvis, Mayor

Date: _____

ATTEST:

Rey Bailey, City Clerk

Date: _____

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ____ physical presence or ____ online notarization, appeared _____, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing _____ and he/she acknowledged before me that he/she executed same.

Signature of Notary

(NOTARY SEAL)

Print or Type Name

Approved as to form and legality for use and reliance
by the City of Destin, Florida, only.

Kimberly Romano Kopp, Esq.
City Land Use Attorney

Exhibit "A"

Legal Description of Property

Lot 41, CRYSTAL SHORES, a Planned Unit Development in Township 2 South, Range 22 West, a Resubdivision of Block 9, Crystal Beach Subdivision, as per plat thereof, recorded in Plat Book 13, Page 59, of the Public records of Okaloosa County, Florida.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 4, 2021

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Noell Bell, Chief Building Official
Kimberly Kopp, Land Use Attorney

DATE: December 18, 2020

SUBJECT: Proposed Bert Harris Settlement Agreement for 4705 Ocean Blvd.

I. BACKGROUND: A proposed settlement agreement is attached for consideration by the City Council.

II. DISCUSSION: Staff has reviewed the requested occupancy and recommends approval of the proposed settlement agreement.

Square footage of living space at the property is approx. 3,534 square feet, and the structure has five bedrooms. Staff recommends a maximum occupancy of 18.

The property remains subject to all other applicable City ordinances and codes.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: Staff recommends approval of the proposed settlement agreement based on prior directives of the City Council.

IV. RECOMMENDED MOTION:

Attachments:

1. 4705 Ocean Blvd (Stark)

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Kimberly Romano Kopp, Esq.
Romano Kopp Law, P.A.
P.O. Box 445
Destin, Florida 32541

For Recording Purposes Only

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this _____ day of _____ 2020, ("Effective Date") by and between, Vacation Family Rentals LLC ("Owner") and the City of Destin ("City"), collectively referred to as the "Parties."

RECITALS

WHEREAS, on January 22, 2019, the City enacted Ordinance 18-29-CC, the Short-Term Rental Occupancy Ordinance ("Ordinance"), which limits the occupancy of short-term rental homes to two (2) people per bedroom plus an additional four (4) persons; and

WHEREAS, Owner owns the real property and improvements located at 4705 Ocean Boulevard, Destin, FL 32541, as more particularly described in the attached Exhibit "A" (the "Property"); and

WHEREAS, on January 21, 2020, Owner filed a claim with the City, pursuant to the provisions of §70.001, Florida Statutes, the Bert J. Harris, Jr., Private Property Rights Protection Act (the "Harris Act"), alleging that the Property had been inordinately burdened by the adoption of the Ordinance, (the "Claim"); and

WHEREAS, the Harris Act provides for the City to have the ability to enter into a settlement agreement which would have the effect of a modification or variance to the application of a regulation or ordinance as it would otherwise apply to the subject real property, provided the relief granted protects the public interest served by the regulations at issue and is the appropriate relief necessary to prevent the governmental regulatory effort from inordinately burdening the real property; and

WHEREAS, the City has determined that the modifications to the effect of the Ordinance effected by this Agreement protect the public interest served by the Ordinance and are the appropriate relief necessary to prevent the regulatory effect of the Ordinance from inordinately burdening the Property; and

WHEREAS, the Parties now desire to settle and finally resolve all disputes between and among them concerning the Claim.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Occupancy Allowable Under Ordinance.** Owner is hereby granted a variance from the provisions of the Ordinance so that the Owner shall have the right to apply under the Ordinance for a maximum occupancy of eighteen (18) overnight guests at the five (5) bedroom vacation rental property noted above and the City shall grant such occupancy. The right shall continue in perpetuity, regardless of any future changes in ownership, provided that this right shall expire permanently if the Property were to be voluntarily remodeled or voluntarily rebuilt in such a manner as to diminish the number of bedrooms that existed at the date of the Claim.

3. **Development in Accordance with Code.** Notwithstanding any provisions contained herein, the Owner shall at any time have the right and option to remodel, develop, or use the Property in accordance with the applicable ordinances of the City of Destin in effect at the time of application therefor, and this variance shall not be construed as making the Property in any way non-conforming.

4. **Entire Agreement.** The Parties acknowledge that this Agreement constitutes the entire agreement between them regarding the settlement of their dispute and any prior statements, whether oral or written, are merged herein. This Agreement may not be modified or amended without a written instrument signed by the party against whom enforcement is sought.

5. **Duration of Agreement.** This Agreement shall be perpetual and deemed to run with the land, and shall be binding upon and the benefits shall inure to the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.

6. **Authority.** The signatories to this Agreement are expressly authorized to resolve their dispute as set forth herein and by their signatures here represent and affirm their authority to execute this Agreement.

7. **Governing Law.** The law of the State of Florida shall apply to this Agreement. Any dispute regarding this Agreement shall be litigated exclusively in the courts of Okaloosa County, Florida. The parties expressly consent to such agreed jurisdiction and venue, and waive any objections thereto.

8. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand, (ii) delivered by reputable national or local courier (such as United Parcel Service or Federal Express), (iii) mailed by United States registered or certified mail, return receipt requested and postage prepaid, or (iv) sent by facsimile transmission provided a confirmation of such facsimile transmission is sent the same day by one of the methods of delivery in (i), (ii), or (iii) above. Any

notice shall be addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand delivery, deposit with such courier for same day or next business day delivery, upon receipt of return receipt of certified mail, or receipt of facsimile transmissions, as the case may be, and the time period (if any is provided herein) in which to respond to such notice shall commence on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. By giving to the other party at least ten (10) days' notice thereof, any party shall have the right from time to time to change the addresses thereof and to specify up to two (2) additional addresses within the United States of America to which copies of notices to it shall be sent. Notice may be given on behalf of any party by such party's counsel. In the event the subject property owner changes, notices shall be addressed to the current owner as indicated in the records of the Okaloosa County Property Appraiser. Otherwise, notices shall be sent as follows:

Each notice shall be addressed as follows:

To City: City of Destin, Florida
 Attn:
 4200 Indian Bayou Trail
 Destin, Florida 32541

With a copy to: City Land Use Attorney
 Romano Kopp Law, PA
 PO Box 445
 Destin, Florida 32541

To Vacation Family Rentals LLC: Christopher Stark, Sr.
 1701 Rock Dove Circle
 Colleyville, TX 76034

With a copy to: Matthews & Jones, LLP
 Attn: C. Stephen Tatum
 4475 Legendary Drive
 Destin, Florida 32541

9. Attorney's Fees. In the event of any action, whether pre-suit, mediation, litigation or appellate proceeding to enforce the terms and conditions of this Agreement, each party to the action shall pay its own attorney's fees and costs incurred therein.

10. Venue. Venue over any action to enforce the terms and conditions of this Agreement, including mediation, shall lie solely in Okaloosa County, Florida.

OWNERS:

Signature of Witness #1

Christopher Stark, Manager
For CD Management Group LLC

Print or type name

Signature of Witness # 2

Print or type name

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ____ physical presence or ____ online notarization, appeared _____, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing _____ and he/she acknowledged before me that he/she executed same.

Signature of Notary

(NOTARY SEAL)

Print or type name

CITY OF DESTIN

By: _____
Gary Jarvis, Mayor

Date: _____

ATTEST:

Rey Bailey, City Clerk

Date: _____

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ____ physical presence or ____ online notarization, appeared _____, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing _____ and he/she acknowledged before me that he/she executed same.

Signature of Notary

(NOTARY SEAL)

Print or Type Name

Approved as to form and legality for use and reliance
by the City of Destin, Florida, only.

Kimberly Romano Kopp, Esq.
City Land Use Attorney

Exhibit "A"

Legal Description of Property

Lot 107 A and B, DESTINY BY THE SEA, a Planned Unit Development, according to the Plat thereof as recorded in Plat Book 16, Pages 21 and 22, of the Public Records of Okaloosa County, Florida.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 4, 2021

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Noell Bell, Chief Building Official
Kimberly Kopp, Land Use Attorney

DATE: December 18, 2020

SUBJECT: Proposed Bert Harris Settlement Agreement for 4790 Ocean Blvd.

I. BACKGROUND: A proposed settlement agreement is attached for consideration by the City Council.

II. DISCUSSION: Staff has reviewed the requested occupancy and recommends approval of the proposed settlement agreement.

Square footage of living space at the property is approx. 5,062 square feet, and the structure has five bedrooms. Staff recommends a maximum occupancy of 20.

The property remains subject to all other applicable City ordinances and codes.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: Staff recommends approval of the proposed settlement agreement based on prior directives of the City Council.

IV. RECOMMENDED MOTION:

Attachments:

1. 4790 Ocean Blvd (Gudoian)

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Kimberly Romano Kopp, Esq.
Romano Kopp Law, P.A.
P.O. Box 445
Destin, Florida 32541

<p>For Recording Purposes Only</p>

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this ____ day of _____ 2020, ("Effective Date") by and between, Richard Gudoian ("Owner") and the City of Destin ("City"), collectively referred to as the "Parties."

RECITALS

WHEREAS, on January 22, 2019, the City enacted Ordinance 18-29-CC, the Short-Term Rental Occupancy Ordinance ("Ordinance"), which limits the occupancy of short-term rental homes to two (2) people per bedroom plus an additional four (4) persons; and

WHEREAS, Owner owns the real property and improvements located at 4790 Ocean Boulevard, Destin, FL 32541, as more particularly described in the attached Exhibit "A" (the "Property"); and

WHEREAS, on January 21, 2020, Owner filed a claim with the City, pursuant to the provisions of §70.001, Florida Statutes, the Bert J. Harris, Jr., Private Property Rights Protection Act (the "Harris Act"), alleging that the Property had been inordinately burdened by the adoption of the Ordinance, (the "Claim"); and

WHEREAS, the Harris Act provides for the City to have the ability to enter into a settlement agreement which would have the effect of a modification or variance to the application of a regulation or ordinance as it would otherwise apply to the subject real property, provided the relief granted protects the public interest served by the regulations at issue and is the appropriate relief necessary to prevent the governmental regulatory effort from inordinately burdening the real property; and

WHEREAS, the City has determined that the modifications to the effect of the Ordinance effected by this Agreement protect the public interest served by the Ordinance and are the appropriate relief necessary to prevent the regulatory effect of the Ordinance from inordinately burdening the Property; and

WHEREAS, the Parties now desire to settle and finally resolve all disputes between and among them concerning the Claim.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Occupancy Allowable Under Ordinance.** Owner is hereby granted a variance from the provisions of the Ordinance so that the Owner shall have the right to apply under the Ordinance for a maximum occupancy of twenty (20) overnight guests at the five (5) bedroom vacation rental property noted above and the City shall grant such occupancy. The right shall continue in perpetuity, regardless of any future changes in ownership, provided that this right shall expire permanently if the Property were to be voluntarily remodeled or voluntarily rebuilt in such a manner as to diminish the number of bedrooms that existed at the date of the Claim.

3. **Development in Accordance with Code.** Notwithstanding any provisions contained herein, the Owner shall at any time have the right and option to remodel, develop, or use the Property in accordance with the applicable ordinances of the City of Destin in effect at the time of application therefor, and this variance shall not be construed as making the Property in any way non-conforming.

4. **Entire Agreement.** The Parties acknowledge that this Agreement constitutes the entire agreement between them regarding the settlement of their dispute and any prior statements, whether oral or written, are merged herein. This Agreement may not be modified or amended without a written instrument signed by the party against whom enforcement is sought.

5. **Duration of Agreement.** This Agreement shall be perpetual and deemed to run with the land, and shall be binding upon and the benefits shall inure to the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.

6. **Authority.** The signatories to this Agreement are expressly authorized to resolve their dispute as set forth herein and by their signatures here represent and affirm their authority to execute this Agreement.

7. **Governing Law.** The law of the State of Florida shall apply to this Agreement. Any dispute regarding this Agreement shall be litigated exclusively in the courts of Okaloosa County, Florida. The parties expressly consent to such agreed jurisdiction and venue, and waive any objections thereto.

8. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand, (ii) delivered by reputable national or local courier (such as United Parcel Service or Federal Express), (iii) mailed by United States registered or certified mail, return receipt requested and postage prepaid, or (iv) sent by facsimile transmission provided a confirmation of such facsimile transmission is sent the same day by one of the methods of delivery in (i), (ii), or (iii) above. Any

notice shall be addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand delivery, deposit with such courier for same day or next business day delivery, upon receipt of return receipt of certified mail, or receipt of facsimile transmissions, as the case may be, and the time period (if any is provided herein) in which to respond to such notice shall commence on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. By giving to the other party at least ten (10) days' notice thereof, any party shall have the right from time to time to change the addresses thereof and to specify up to two (2) additional addresses within the United States of America to which copies of notices to it shall be sent. Notice may be given on behalf of any party by such party's counsel. In the event the subject property owner changes, notices shall be addressed to the current owner as indicated in the records of the Okaloosa County Property Appraiser. Otherwise, notices shall be sent as follows:

Each notice shall be addressed as follows:

To City: City of Destin, Florida
 Attn:
 4200 Indian Bayou Trail
 Destin, Florida 32541

With a copy to: City Land Use Attorney
 Romano Kopp Law, PA
 PO Box 445
 Destin, Florida 32541

To Richard Gudoian: Richard Gudoian
 P.O. Box 4559
 Middletown, RI 02842

With a copy to: Matthews & Jones, LLP
 Attn: C. Stephen Tatum
 4475 Legendary Drive
 Destin, Florida 32541

9. Attorney's Fees. In the event of any action, whether pre-suit, mediation, litigation or appellate proceeding to enforce the terms and conditions of this Agreement, each party to the action shall pay its own attorney's fees and costs incurred therein.

10. Venue. Venue over any action to enforce the terms and conditions of this Agreement, including mediation, shall lie solely in Okaloosa County, Florida.

OWNERS:

Signature of Witness #1

Richard Gudoian

Print or type name

Signature of Witness # 2

Print or type name

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ____ physical presence or ____ online notarization, appeared _____, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing _____ and he/she acknowledged before me that he/she executed same.

Signature of Notary

(NOTARY SEAL)

Print or type name

CITY OF DESTIN

By: _____
Gary Jarvis, Mayor

Date: _____

ATTEST:

Rey Bailey, City Clerk

Date: _____

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ____ physical presence or ____ online notarization, appeared _____, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing _____ and he/she acknowledged before me that he/she executed same.

Signature of Notary

(NOTARY SEAL)

Print or Type Name

Approved as to form and legality for use and reliance
by the City of Destin, Florida, only.

Kimberly Romano Kopp, Esq.
City Land Use Attorney

Exhibit "A"

Legal Description of Property

Lot 79, Destiny By The Sea, according to the map or plat thereof as recorded in Plat Book 16, Pages 21 through 22, inclusive, of the Public Records of Okaloosa County, Florida;

And,

The "Common Area" East of and Adjacent to Lot 79, Destiny By The Sea, according to the map or plat thereof as recorded in Plat Book 16, Pages 21 through 22, inclusive, of the Public Records of Okaloosa County, Florida.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 4, 2021

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Noell Bell, Chief Building Official
Kimberly Kopp, Land Use Attorney

DATE: December 18, 2020

SUBJECT: Proposed Bert Harris Settlement Agreement for 132 Sandprint Circle

I. BACKGROUND: A proposed settlement agreement is attached for consideration by the City Council.

II. DISCUSSION: Staff has reviewed the requested occupancy and recommends approval of the proposed settlement agreement.

Square footage of living space at the property is approx. 5,924 square feet, and the structure has seven bedrooms. Staff recommends a maximum occupancy of 32.

The property remains subject to all other applicable City ordinances and codes.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: Staff recommends approval of the proposed settlement agreement based on prior directives of the City Council.

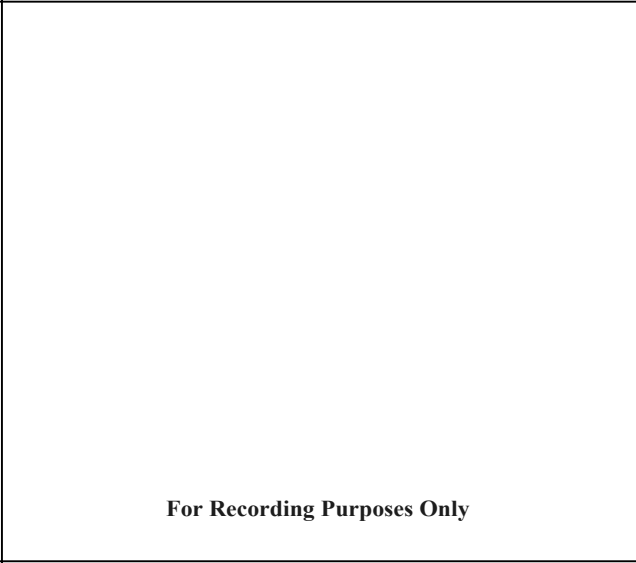
IV. RECOMMENDED MOTION:

Attachments:

1. 132 Sandprint Cir (5 Islands, Fife)

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Kimberly Romano Kopp, Esq.
Romano Kopp Law, P.A.
P.O. Box 445
Destin, Florida 32541



For Recording Purposes Only

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this ____ day of _____ 2020, ("Effective Date") by and between, 5 Islands LLC. ("Owner") and the City of Destin ("City"), collectively referred to as the "Parties."

RECITALS

WHEREAS, on January 22, 2019, the City enacted Ordinance 18-29-CC, the Short-Term Rental Occupancy Ordinance ("Ordinance"), which limits the occupancy of short-term rental homes to two (2) people per bedroom plus an additional four (4) persons; and

WHEREAS, Owner owns the real property and improvements located at 132 Sandprint Circle, Destin, FL 32541, as more particularly described in the attached Exhibit "A" (the "Property"); and

WHEREAS, on January 21, 2020, Owner filed a claim with the City, pursuant to the provisions of §70.001, Florida Statutes, the Bert J. Harris, Jr., Private Property Rights Protection Act (the "Harris Act"), alleging that the Property had been inordinately burdened by the adoption of the Ordinance, (the "Claim"); and

WHEREAS, the Harris Act provides for the City to have the ability to enter into a settlement agreement which would have the effect of a modification or variance to the application of a regulation or ordinance as it would otherwise apply to the subject real property, provided the relief granted protects the public interest served by the regulations at issue and is the appropriate relief necessary to prevent the governmental regulatory effort from inordinately burdening the real property; and

WHEREAS, the City has determined that the modifications to the effect of the Ordinance effected by this Agreement protect the public interest served by the Ordinance and are the appropriate relief necessary to prevent the regulatory effect of the Ordinance from inordinately burdening the Property; and

WHEREAS, the Parties now desire to settle and finally resolve all disputes between and among them concerning the Claim.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Occupancy Allowable Under Ordinance.** Owner is hereby granted a variance from the provisions of the Ordinance so that the Owner shall have the right to apply under the Ordinance for a maximum occupancy of thirty two (32) overnight guests at the seven (7) bedroom vacation rental property noted above and the City shall grant such occupancy. The right shall continue in perpetuity, regardless of any future changes in ownership, provided that this right shall expire permanently if the Property were to be voluntarily remodeled or voluntarily rebuilt in such a manner as to diminish the number of bedrooms that existed at the date of the Claim.

3. **Development in Accordance with Code.** Notwithstanding any provisions contained herein, the Owner shall at any time have the right and option to remodel, develop, or use the Property in accordance with the applicable ordinances of the City of Destin in effect at the time of application therefor, and this variance shall not be construed as making the Property in any way non-conforming.

4. **Entire Agreement.** The Parties acknowledge that this Agreement constitutes the entire agreement between them regarding the settlement of their dispute and any prior statements, whether oral or written, are merged herein. This Agreement may not be modified or amended without a written instrument signed by the party against whom enforcement is sought.

5. **Duration of Agreement.** This Agreement shall be perpetual and deemed to run with the land, and shall be binding upon and the benefits shall inure to the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.

6. **Authority.** The signatories to this Agreement are expressly authorized to resolve their dispute as set forth herein and by their signatures here represent and affirm their authority to execute this Agreement.

7. **Governing Law.** The law of the State of Florida shall apply to this Agreement. Any dispute regarding this Agreement shall be litigated exclusively in the courts of Okaloosa County, Florida. The parties expressly consent to such agreed jurisdiction and venue, and waive any objections thereto.

8. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand, (ii) delivered by reputable national or local courier (such as United Parcel Service or Federal Express), (iii) mailed by United States registered or certified mail, return receipt requested and postage prepaid, or (iv) sent by facsimile transmission provided a confirmation of such facsimile transmission is sent the same day by one of the methods of delivery in (i), (ii), or (iii) above. Any

notice shall be addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand delivery, deposit with such courier for same day or next business day delivery, upon receipt of return receipt of certified mail, or receipt of facsimile transmissions, as the case may be, and the time period (if any is provided herein) in which to respond to such notice shall commence on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. By giving to the other party at least ten (10) days' notice thereof, any party shall have the right from time to time to change the addresses thereof and to specify up to two (2) additional addresses within the United States of America to which copies of notices to it shall be sent. Notice may be given on behalf of any party by such party's counsel. In the event the subject property owner changes, notices shall be addressed to the current owner as indicated in the records of the Okaloosa County Property Appraiser. Otherwise, notices shall be sent as follows:

Each notice shall be addressed as follows:

To City: City of Destin, Florida
 Attn:
 4200 Indian Bayou Trail
 Destin, Florida 32541

With a copy to: City Land Use Attorney
 Romano Kopp Law, PA
 PO Box 445
 Destin, Florida 32541

To 5 Islands LLC: Dan Fife
 279 Linder Road
 Greenbrier, AR 72058

With a copy to: Matthews & Jones, LLP
 Attn: C. Stephen Tatum
 4475 Legendary Drive
 Destin, Florida 32541

9. Attorney's Fees. In the event of any action, whether pre-suit, mediation, litigation or appellate proceeding to enforce the terms and conditions of this Agreement, each party to the action shall pay its own attorney's fees and costs incurred therein.

10. Venue. Venue over any action to enforce the terms and conditions of this Agreement, including mediation, shall lie solely in Okaloosa County, Florida.

OWNERS:

Signature of Witness #1

Daniel Fife

Print or type name

Marti Fife

Signature of Witness # 2

Print or type name

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ____ physical presence or ____ online notarization, appeared _____, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing _____ and he/she acknowledged before me that he/she executed same.

Signature of Notary

(NOTARY SEAL)

Print or type name

CITY OF DESTIN

By: _____
Gary Jarvis, Mayor

Date: _____

ATTEST:

Rey Bailey, City Clerk

Date: _____

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ____ physical presence or ____ online notarization, appeared _____, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing _____ and he/she acknowledged before me that he/she executed same.

Signature of Notary

(NOTARY SEAL)

Print or Type Name

Approved as to form and legality for use and reliance
by the City of Destin, Florida, only.

Kimberly Romano Kopp, Esq.
City Land Use Attorney

Exhibit "A"

Legal Description of Property

Lot 17, Block C, The Dunes of Destin, a planned unit development according to the plat thereof, as recorded in Plat Book 13, Pages 39-40, of the Public Records of Okaloosa County, Florida.

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: January 4, 2021

TYPE OF AGENDA ITEM: Action Item

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Noell Bell, Chief Building Official
Kimberly Kopp, Land Use Attorney

DATE: December 18, 2020

SUBJECT: Proposed Bert Harris Settlement Agreement for 17 Barts Bay

I. BACKGROUND: A proposed settlement agreement is attached for consideration by the City Council.

II. DISCUSSION: Staff has reviewed the requested occupancy and recommends approval of the proposed settlement agreement.

Square footage of living space at the property is approx. 4,123 square feet, and the structure has six bedrooms. Staff recommends a maximum occupancy of 22.

The property remains subject to all other applicable City ordinances and codes.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: Staff recommends approval of the proposed settlement agreement based on prior directives of the City Council.

IV. RECOMMENDED MOTION:

Attachments:

1. 17 St Barts Bay (Spears)

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Kimberly Romano Kopp, Esq.
Romano Kopp Law, P.A.
P.O. Box 445
Destin, Florida 32541

<p>For Recording Purposes Only</p>

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this _____ day of _____ 2020, ("Effective Date") by and between, Jonathan and Juliane Spears. ("Owner") and the City of Destin ("City"), collectively referred to as the "Parties."

RECITALS

WHEREAS, on January 22, 2019, the City enacted Ordinance 18-29-CC, the Short-Term Rental Occupancy Ordinance ("Ordinance"), which limits the occupancy of short-term rental homes to two (2) people per bedroom plus an additional four (4) persons; and

WHEREAS, Owner owns the real property and improvements located at 17 St. Barts Bay, Destin, FL 32541, as more particularly described in the attached Exhibit "A" (the "Property"); and

WHEREAS, on January 21, 2020, Owner filed a claim with the City, pursuant to the provisions of §70.001, Florida Statutes, the Bert J. Harris, Jr., Private Property Rights Protection Act (the "Harris Act"), alleging that the Property had been inordinately burdened by the adoption of the Ordinance, (the "Claim"); and

WHEREAS, the Harris Act provides for the City to have the ability to enter into a settlement agreement which would have the effect of a modification or variance to the application of a regulation or ordinance as it would otherwise apply to the subject real property, provided the relief granted protects the public interest served by the regulations at issue and is the appropriate relief necessary to prevent the governmental regulatory effort from inordinately burdening the real property; and

WHEREAS, the City has determined that the modifications to the effect of the Ordinance effected by this Agreement protect the public interest served by the Ordinance and are the appropriate relief necessary to prevent the regulatory effect of the Ordinance from inordinately burdening the Property; and

WHEREAS, the Parties now desire to settle and finally resolve all disputes between and among them concerning the Claim.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Occupancy Allowable Under Ordinance.** Owner is hereby granted a variance from the provisions of the Ordinance so that the Owner shall have the right to apply under the Ordinance for a maximum occupancy of twenty two (22) overnight guests at the six (6) bedroom vacation rental property noted above and the City shall grant such occupancy. The right shall continue in perpetuity, regardless of any future changes in ownership, provided that this right shall expire permanently if the Property were to be voluntarily remodeled or voluntarily rebuilt in such a manner as to diminish the number of bedrooms that existed at the date of the Claim.

3. **Development in Accordance with Code.** Notwithstanding any provisions contained herein, the Owner shall at any time have the right and option to remodel, develop, or use the Property in accordance with the applicable ordinances of the City of Destin in effect at the time of application therefor, and this variance shall not be construed as making the Property in any way non-conforming.

4. **Entire Agreement.** The Parties acknowledge that this Agreement constitutes the entire agreement between them regarding the settlement of their dispute and any prior statements, whether oral or written, are merged herein. This Agreement may not be modified or amended without a written instrument signed by the party against whom enforcement is sought.

5. **Duration of Agreement.** This Agreement shall be perpetual and deemed to run with the land, and shall be binding upon and the benefits shall inure to the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.

6. **Authority.** The signatories to this Agreement are expressly authorized to resolve their dispute as set forth herein and by their signatures here represent and affirm their authority to execute this Agreement.

7. **Governing Law.** The law of the State of Florida shall apply to this Agreement. Any dispute regarding this Agreement shall be litigated exclusively in the courts of Okaloosa County, Florida. The parties expressly consent to such agreed jurisdiction and venue, and waive any objections thereto.

8. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and shall be (i) delivered by hand, (ii) delivered by reputable national or local courier (such as United Parcel Service or Federal Express), (iii) mailed by United States registered or certified mail, return receipt requested and postage prepaid, or (iv) sent by facsimile transmission provided a confirmation of such facsimile transmission is sent the same day by one of the methods of delivery in (i), (ii), or (iii) above. Any

notice shall be addressed to each party at its address as set forth below. Any such notice shall be considered given on the date of such hand delivery, deposit with such courier for same day or next business day delivery, upon receipt of return receipt of certified mail, or receipt of facsimile transmissions, as the case may be, and the time period (if any is provided herein) in which to respond to such notice shall commence on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice. By giving to the other party at least ten (10) days' notice thereof, any party shall have the right from time to time to change the addresses thereof and to specify up to two (2) additional addresses within the United States of America to which copies of notices to it shall be sent. Notice may be given on behalf of any party by such party's counsel. In the event the subject property owner changes, notices shall be addressed to the current owner as indicated in the records of the Okaloosa County Property Appraiser. Otherwise, notices shall be sent as follows:

Each notice shall be addressed as follows:

To City: City of Destin, Florida
 Attn:
 4200 Indian Bayou Trail
 Destin, Florida 32541

With a copy to: City Land Use Attorney
 Romano Kopp Law, PA
 PO Box 445
 Destin, Florida 32541

To Jonathan and Juliane Spears: Jonathan and Juliane Spears
 17 St. Barts Bay
 Destin, FL 32541

With a copy to: Matthews & Jones, LLP
 Attn: C. Stephen Tatum
 4475 Legendary Drive
 Destin, Florida 32541

9. Attorney's Fees. In the event of any action, whether pre-suit, mediation, litigation or appellate proceeding to enforce the terms and conditions of this Agreement, each party to the action shall pay its own attorney's fees and costs incurred therein.

10. Venue. Venue over any action to enforce the terms and conditions of this Agreement, including mediation, shall lie solely in Okaloosa County, Florida.

OWNERS:

Signature of Witness #1

Jonathan Spears

Print or type name

Juliana Spears

Signature of Witness # 2

Print or type name

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ____ physical presence or ____ online notarization, appeared _____, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing _____ and he/she acknowledged before me that he/she executed same.

Signature of Notary

(NOTARY SEAL)

Print or type name

CITY OF DESTIN

By: _____
Gary Jarvis, Mayor

Date: _____

ATTEST:

Rey Bailey, City Clerk

Date: _____

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, by means of ____ physical presence or ____ online notarization, appeared _____, personally known to me or who has produced _____ as identification, to be the person described in and who executed the foregoing _____ and he/she acknowledged before me that he/she executed same.

Signature of Notary

(NOTARY SEAL)

Print or Type Name

Approved as to form and legality for use and reliance
by the City of Destin, Florida, only.

Kimberly Romano Kopp, Esq.
City Land Use Attorney

Exhibit "A"

Legal Description of Property

Lot 72, Phase 1 of DESTINY EAST, a Planned Unit Development, according to the plat thereof as recorded in Plat Book 16, Pages 23-27, of the Public Records of Okaloosa County, Florida.

CONTRACT#: C21-2998-TDD
CITY OF DESTIN
WATERFRONT ACCESS MAINT & CAPITAL
IMPROVEMENTS
EXPIRES: 09/30/2021

**INTERLOCAL AGREEMENT FOR
WATERFRONT ACCESS MAINTENANCE AND CAPITAL IMPROVEMENTS**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into on the effective date below by and between OKALOOSA COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter referred to as "the County") and CITY OF DESTIN, a Florida municipal corporation (hereinafter referred to as "the City").

WHEREAS, the County finds that maintaining and enhancing its waterfront and beach accesses is an essential component of promoting the sub-county taxing district as a tourist destination; and

WHEREAS, the City provides gulf front parks, beach access ways, and a harbor boardwalk frequented by tourists; and

WHEREAS, the County determines it would be in the best interest of its visitors to support the City for the purposes set forth herein.

NOW, THEREFORE, acting pursuant to their statutory authority and in consideration of the mutual covenants and agreements of the parties, the County and the City agree as follows:

Section 1. Recitals. The above recitals are true and accurate and are incorporated herein as essential terms of the Agreement.

Section 2. City's Responsibilities. The City shall provide and maintain three (3) gulf front parks, eight (8) beach access ways, and a harbor boardwalk as more fully described in the scope of services as set forth in EXHIBIT A attached hereto and incorporated by reference.

The City shall provide a point-of-contact for the services provided under this Agreement. The point of contact shall be available to the County at all times as necessary for the proper performance of this Agreement by the City.

The City shall place the Okaloosa County tourist development logo ("Logo") as appropriate at locations provided for under this Agreement. Additionally, the City agrees to work with the County to enhance marketing efforts of the sub-county taxing district. Such marketing efforts may include, but not be limited to, social media development and interaction, public relations and publicity initiatives, webpage links and landing pages, and photograph and video.

Section 3. County's Responsibilities. The County agrees to pay the City FOUR HUNDRED FIFTY NINE THOUSAND DOLLARS (\$459,000.00) for annual maintenance and capital outlay costs for the fiscal year October 1, 2020 to September 30, 2021 as set forth in EXHIBIT A. Payment shall be made on a reimbursement basis upon receipt of an invoice.

Invoicing detail shall be in sufficient detail for pre- and post-audit review to insure the services were performed and that the correct amount has been invoiced. Invoices shall include backup documentation detailing expenditure transactions, including but not limited to transaction date, vendor name, and purpose of transaction. Invoices shall be itemized such that the description of services performed is consistent with the description of expenses as set forth in



EXHIBIT A. The City is authorized to shift expenses between line items so long as the total annual amount is not exceeded.

Payment may be reduced as necessary in the event of a storm or other occurrence that results in decreased visitation and consequently a significant decrease in tourist development tax revenue.

In the event a portion of an invoice submitted to the County for payment to the City, as specified above, is disputed, payment for the disputed amount may be withheld pending resolution of the dispute, and the remainder of the invoice will be processed for payment without regard to that portion which is in dispute.

If County funds are provided for reimbursement of the purchase of a capital item – "capital item" means property of a non-consumable nature with a value of \$1,000 or more and normal expected life of one (1) year or more – then the proceeds from subsequent disposal of such capital item (e.g. sale, trade-in, auction) shall be refunded to the County. The County shall retain the right of first refusal prior to the City's disposal of any capital item funded by tourist development tax dollars.

Section 4. Use of County Funds. The funds set forth in Section 3 above shall be used to pay for costs and expenses as set forth in EXHIBIT A. The parties acknowledge that these services are being funded exclusively through proceeds of the Tourist Development Taxes levied by the Okaloosa County Board of County Commissioners. In the event that it is legally determined that such Tax proceeds may not be used for these purposes, then this Agreement shall terminate immediately with services previously rendered by the City being payable as described under Section 5 below.

Section 5. Non-Appropriation of Funds. The City hereby acknowledges that this Agreement is completely dependent on the appropriation of legally available funds by the County and agrees that in the event such funds are not appropriated for any reason this Agreement shall terminate and be considered as void. If the Agreement is terminated by the County as provided herein, the City will be paid the prorated amount for services actually performed up to the date of termination.

Section 6. Effective Date and Term of Agreement. This Agreement shall be effective on October 1, 2020 and terminate on September 30, 2021, unless terminated earlier in accordance with the provision contained in this Agreement.

Section 7. Termination. Either party may terminate this Agreement by giving thirty (30) days' written notice to the other party of its intent to terminate this Agreement.

Section 8. Records & Audit. For the services performed under this Agreement, the City shall maintain books, records, documents, and other evidence according to generally accepted governmental accounting principles, procedures, and practices which sufficiently and properly reflect all costs and expenditures of any nature, incurred by the City in connection with the services performed under this Agreement.

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,



CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 5479 OLD BETHEL ROAD CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

The City must comply with the public records laws, Chapter 119, F.S., specifically the City must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County 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 the City does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the City or keep and maintain public records required by the County to perform the service. If the City transfers all public records to the public agency upon completion of the contract, the City shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the contract, the City 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.

The County shall have the right from time to time at its sole expense to audit the compliance by the City with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of three (3) years after termination of this Agreement. However, notwithstanding the above, no books, records, documents, or other evidence reflecting all costs and expenditures incurred under this Agreement shall be destroyed until proper authorization for the disposal has been received pursuant to Florida law.

Section 9. Disclaimer of Third Party Beneficiaries. This Agreement is solely for the benefit of the parties and no right or cause of action shall accrue to or for the benefit of any third party that is not a formal party hereto. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon or give any person or corporation other than the parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions of it; and all of the provisions, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties.

Section 10. Authority. Each party represents and warrants that it, through its elected board, has the right, power, and authority to execute and deliver this Agreement and to perform all of the obligations stated herein.

Section 11. Notice. If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested.



As to the County as follows:

County Administrator
Okaloosa County
1250 Eglin Pkwy N
Suite 102
Shalimar, FL 32579

As to the City as follows:

City Manager
City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

Section 12. Entire Agreement. This Agreement represents the entire understanding between the parties with respect to the undertakings covered hereunder and there are no oral or collateral agreements with respect thereto between the parties.

Section 13. Governing Law and Venue. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Florida. Venue for any action arising out of this Agreement shall be in Okaloosa County, Florida.

Section 14. Construction. The parties acknowledge and agree that this Agreement has been drafted jointly by the parties and that no uncertainty or ambiguity as to the proper application or interpretation of the Agreement or any term herein is to be construed against either party as the drafter of the Agreement.

Section 15. Assignment. This Agreement shall not be assigned except by consent of the parties.

Section 16. Indemnification. Subject to the limitations provided in section 768.28, Florida Statutes, and without otherwise waiving sovereign immunity, both parties shall indemnify and hold harmless the other from and against any and all third party claims, demands, damages, losses, and expenses, including attorney's fees and costs, arising out of this Agreement, except for those claims, demands, damages, losses, and expenses arising out of the other party's negligence, malfeasance, nonfeasance, or misfeasance.

Section 17. Severability. If any portion of the Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party, is for any reason held or declared to be invalid or unenforceable, such determination shall not affect the remaining portions of this Agreement. If this Agreement or any portion of this Agreement is held or declared to be inapplicable to any person, property or circumstance, such determination shall not affect its applicability to any other person, property or circumstance.

Section 18. Federal Requirements. During the performance of this Agreement, the parties shall comply with the Federal Regulations as set forth in Exhibit B. Exhibit B is expressly incorporated herein as part of the contract.



IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Agreement.

CITY OF DESTIN

By: _____

[Signature]
Gary Jakub, Mayor

Dated: _____

7/8/20

ATTEST:

By: _____

[Signature]
Rey Bailey, City Clerk

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

By: _____

Robert A. "Trey" Goodwin III, Chairman



Dated: _____

ATTEST:

By: _____

J.D. Peacock II, Clerk of Circuit Court



EXHIBIT A
SCOPE OF SERVICES

City of Destin FY2021
TDC Funding Request

PERSONNEL SERVICES		
	Benefits	\$ 60,085
	Wages	\$ 190,870
	TOTAL PERSONNEL SERVICES	\$ 250,955
		= 182,373.44 REGULAR+68,581.56 OTR
OPERATING EXPENSES		
534000	CONTRACT SERVICES	
	June White Decker Park	\$ 2,500
	Shores at Crystal Beach Park	\$ 2,500
	Unimproved Beach Accesses (8)	\$ 1,000
	Norriego Point Park	\$ 1,000
	Harbor Boardwalk	\$ 24,500
	TOTAL CONTRACT SERVICES	\$ 31,500
540000	TRAVEL/TRAINING	
	Travel to Professional Training Locations	\$ 2,000
	TOTAL TRAVEL	\$ 2,000
543000	UTILITIES (1)	
	June White Decker Park	
	Shores at Crystal Beach Park	
	Unimproved Beach Accesses (8)	
	Norriego Point Park	
	Harbor Boardwalk	
	TOTAL UTILITIES	\$ 21,000
544000	RENTS AND LEASES	
		\$ 1,000
	TOTAL RENTS/LEASES	\$ 1,000
546000	REPAIRS AND MAINTENANCE	
	June White Decker Park	\$ 4,515
	Shores at Crystal Beach Park	\$ 4,500
	Unimproved Beach Accesses (8)	\$ 10,249
	Norriego Point Park	\$ 8,000
	Harbor Boardwalk	\$ 10,860
	TOTAL REPAIRS/MAINTENANCE	\$ 48,124
547000	PRINTING AND BINDING	
	June White Decker Park	\$ 100
	Shores at Crystal Beach Park	\$ 100
	Unimproved Beach Accesses (8)	\$ 145
	Norriego Point Park	\$ 100
	Harbor Boardwalk	\$ 100
	TOTAL PRINTING & BINDING	\$ 1,345
552000	OPERATING SUPPLIES (3)	
	June White Decker Park	\$ 10,000
	Shores at Crystal Beach Park	\$ 10,000
	Unimproved Beach Accesses (8)	\$ 10,000
	Norriego Point Park	\$ 4,671
	Harbor Boardwalk	\$ 10,000
	TOTAL OPERATING SUPPLIES	\$ 44,671
553000	ROAD MATERIALS & SUPPLIES	
	Beach Access	\$ -
	TOTAL ROAD MATERIALS	\$ -
545000	INSURANCE PREMIUMS (2)	
	June White Decker Park	
	Shores at Crystal Beach Park	
	Norriego Point	
	Harbor Boardwalk	
	TOTAL INSURANCE PREMIUMS	\$ 24,000
	TOTAL OPERATING EXPENSES	\$ 170,640
CAPITAL OUTLAY		
565000	INFRASTRUCTURE	
	Boardwalk Restoration Project	\$ 37,400
	TOTAL CAPITAL OUTLAY	\$ 37,400
	GRAND TOTAL	\$ 459,000

Pest Control, Maintaining/Cleaning Bathrooms, etc

Gulf Power and Destin Water Users

Public Announcements (i.e. closures)

Disinfectants, paper products, mulch, liners, gloves, etc

Exhibit B

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.



Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);



Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor | consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor | consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;



- b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
 - c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
- a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 2986 (after November 27,



2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

- i. Enrollment in the E-Verify program; or
 - ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-



- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
(ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

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Excerpts: April 3, 2017 Council Meeting
MINUTES

contractor hire a landscape company to do it to make sure they get the final product the golf course needs.

Councilmember Dixon moved to authorize the City Manager to execute Change Order #2 to the Indian Bayou Drainage Improvements contract with BKW, Inc. in the amount of \$49,719.33; seconded by Councilmember Ramswell. Motion passed 6-1 (Council members Morgan, Destin, Marler, Foreman, Dixon, and Ramswell voted "yes"; Councilmember Braden voted "no").

27. City Manager comments

a. Beach cleaning

The City Manager reported that based on the previous direction from the Council, she has contacted the County Administrator John Holstad in regards to the beach cleaning for the Destin beaches. They have reviewed the cleaning schedule, and that as of the beginning of April they are cleaning the beaches 7 days a week. Mr. Holstad assured her that any additional repair or trash pick-ups the City requires can be relayed through the City's Parks and Recreation Director Lance Johnson and directly to the County's Facility Maintenance Director. They will make every effort to make the necessary repair or trash pick-ups as soon as possible.

Also, according to the City Manager, several obstacles to the beach cleaning efforts as well as the beach safety on their beaches were identified during the discussion; such as the ropes, chains and signs. They also discussed the term "the race to the water" when prior to the beach rakers' arrival, vendors set setting their beach chairs and umbrellas all the way down to the water's edge and run their ropes and chains and put up their signs impeding the progress of the beach rakers. She feels a "Leave no Trace" program is something the City can do proactively to help not only the County but the City to ensure the cleanliness and proper maintenance of their beaches; adding that the counties to the east and west of Destin along the Gulf Shore line all have a "Leave no Trace" program. Okaloosa County is the only county that does not have such a program. She suggests the City of Destin takes the lead in marketing the "Leave no Trace" concept and asking visitors to make every effort to help the City keep its beaches clean. She also stated that Mr. Holstad was very enthusiastic about this idea and they believe the County as some point would also initiate a "Leave no Trace" program along the City of Destin.

The City Manager informed the Council that Walton County has adopted an ordinance to regulate the use of their beaches. They spent two hours speaking with the Director of Beach Code Enforcement Division of Walton County going over elements of this ordinance, and that they believe there are similar things they could consider here in Destin. She asked if the Council is interested in scheduling a workshop to discuss this matter.

After a brief discussion, the Council agreed to schedule a workshop session to look at elements they could possibly adopt for the City to ensure the cleanliness and the maintenance of the City's beaches.

Councilmember Marler suggests they review their beach ordinances in advance of the workshop to see if there are provisions that are already on the books but are not being enforced.

Next, the City Manager announced that on Thursday, April 6th, starting at 5:30 PM at the Destin Community Center, a workshop will be held to discuss feasibility of project appropriate for Triumph funding.

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
JULY 21, 2014
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 Mel Ponder	Councilmember Jim Wood
Councilmember Rodney Braden	Councilmember Jim Foreman
Councilmember Tuffy Dixon	Councilmember Sandy Trammell
Councilmember Prebble Ramswell	Councilmember Cyron Marler

Destin City Staff

City Manager Maryann Ustick	City Clerk Rey Bailey
IT Manager Webb Warren	HR Manager Chuck Garcia
Public Information Manager Doug Rainer	City Engineer David Campbell
Community Dev Director Ken Gallander	Library Director Jurate Burns
Parks & Rec Manager Lance Johnson	Finance Director Bragg Farmer
Land Use Attorney Scott Shirley	City Attorney Jerry Miller

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Mel Ponder called the meeting to order at 6:00 PM. Councilmember Marler delivered the invocation; which was followed by the Pledge of Allegiance.

APPROVAL OF MINUTES

1. Request approval of the minutes of the July 7, 2014 regular council meeting

Motion by Councilmember Ramswell, seconded by Councilmember Trammell, to approve the minutes of the July 7, 2014 regular council meeting passed 7-0 (Council members Trammell, Wood, Marler, Foreman, Dixon, Ramswell, and Braden voted "yes").

2. Request approval of the minutes of the June 2, 2014 regular council meeting

Motion by Councilmember Wood, seconded by Councilmember Ramswell, to approve the minutes of the June 2, 2014 regular council meeting passed 7-0 (Council members Trammell, Wood, Marler, Foreman, Dixon, Ramswell, and Braden voted "yes").

SCHEDULED PRESENTATIONS FROM THE PUBLIC **

3. Okaloosa County presentation on beach cleaning – Mr. Ernie Padgett, Okaloosa County Administrator / Mr. John Hofstad, Okaloosa County Public Works Director

Okaloosa County Commissioner David Parisot made some clarifying statement informing Council that the City of Destin provides 18 percent of Okaloosa County's ad valorem taxes, not the 40-45 percent which some of the City Council members indicated during a recent meeting. He continued that since the ad valorem taxes only provide approximately 16 percent of the total County budget, Destin is only providing about 4 percent of the total County budget.

Mr. Taylor Ward, a Destin resident, spoke on the subject of beach cleaning. He objected to the City allowing the County to store beach refuse on City property. He stated that when the County decided to take over the beach cleaning service, they should have planned ahead and secured the equipment, facility, and a properly zoned area to conduct this kind of activity. He also stated that a lot of people have complained about the type of service the County has been providing the residents of Destin.

Mr. John Hofstad, Okaloosa County Public Works Director, detailed the County's procedures, agenda, methodology, and the obstacles they have to work around in terms of their beach cleanup operation:

- The County performs this service with an annual budget of \$268,000 which includes Destin and Okaloosa Island beaches. For comparison, the previous contract for Destin alone was \$241,180
- 6.5 miles of Destin beach are raked 5-6 days per week and trash is picked up daily; twice per day weather permitting
- 175 trash cans are served on Destin beaches alone
- On a typical day approximately 3,100 pounds of trash are removed from the Destin beaches
- Based on current data, the volume of trash they have collected in their time of service compared to previous years was 30 percent higher
- There is a very limited window of opportunity to be on the beach to empty the trash cans at first light
- By federal and state laws, they cannot operate on the beach in night hours. They law can only operate equipment on the beach ½ hour before sunrise to ½ hour after sunset. Violations of this law could result in significant fines for the County
- By State law, beach raking and trash pickup cannot commence until the Turtle Watch sweep is complete and clearance to enter the beach is given (typically between 5:45 – 6:15)
- There are problems with beach chairs and umbrellas that are placed on the beach, sometimes as early as 6:30 AM. Some of the visitors set their canopy up and leave the stakes in, then come set it up the next morning. There are no ordinances for the Destin beaches that regulate this type of practice. The

County's beach ordinance regulating personnel items left overnight on the beach does not apply to Destin's beaches

- The condominiums on Okaloosa Island do not own to the high water line. This is not the case in Destin, which presents unique challenges for the County.
- The trash has to be delivered to one of two transfer stations in the County. The closest one is on the west end of Fort Walton Beach. It would be impossible to drop off a load then come back to the beach for more especially during the middle of summer
- Trash can only be hauled to the transfer station 6 days per week. Transfer station is closed Sunday and only open till noon on Saturday
- The County staff approached Destin staff to work together to find a suitable site to store some of the beach refuse
- They request the use of the public services yard where trash could be stored and would not be visible from the roadway. It would be fenced in with net screening over it to limit any type of wind driven trash. This would only be a temporary solution.

Councilmember Trammell stated that the City has some avenues they could consider in regards to enabling the County to clear away the items left on the beach overnight.

The City's Land Use Attorney noted that the City has some obscure language in their beach management ordinance about items left on the beach that they would have to amend before they apply it. It included as part of a different provision that deals with a prohibition of open fires and the use of heated objects in areas where the City allows for open fires and barbecue grills to be operated on the beach; which there are none. He continued there is some language in the code that states all materials brought to the beach shall be removed from the beach by the owners who are users of such materials when they leave the beach. He further stated they would need to add, re-categorize, and supplement this language with some additional language about the circumstances under which that material can be removed by the company that is cleaning the beach.

Councilmember Trammell suggests that, since the County is asking to use City property to store beach refuse, they could agree to remove trash from the City's beach access points in return.

Mr. Hofstad stated that the County could absolutely support that request since they have to travel the same stretch of road every morning.

Councilmember Braden asked for the reason the County decided to take over the beach cleaning service.

According to Mr. Hofstad, there had been some legal issues involved, leading to the Board of County Commissioners' decision to conduct this service in house.

Councilmember Braden noted the public services yard where the County proposes to store beach refuse only measures 60' x 70'. He asked whether this would meet the space requirements for the County's beach cleaning equipment.

Mr. Hofstad replied this space was thoroughly evaluated by their engineering staff and found it to be conducive to their need.

Councilmember Dixon stated that Council did not get any advance notice that a City facility is being used to store beach refuse; and that it looked very unsightly to him when he first saw the garbage piled up during the July 4th weekend. He continued that he would be willing to support a partnership agreement between the City and County in this regard provided it is not a long-term agreement and that it has an expiration date. He added he would prefer the trash to be collected daily instead of having it on site for days.

Councilmember Ramswell stated that she works on the beach and sees what is happening on the beach on a daily basis; adding she had also received multiple photographs of the beach from people concerned about the beach. She continued that based on these photographs and her personal observations, it did not look like the beach is being raked daily.

With regards to the County's complaint about beach chairs being placed on the beach early impeding their beach cleaning efforts, Councilmember Ramswell suggests that the County reaches out to the beach vendors and establishes a relationship with them and asking them to delay putting up the chairs until after the beach has been raked.

Councilmember Ramswell also suggests that the County picks up trash in the evening instead of the morning, if they are only able to do it once a day, so that people are not greeted first thing in the morning with trash that has been seating out overnight. She added that if a second pickup is feasible, they could do it sometime between noon and 2:00 PM.

Mr. Hofstad stated they do not have the manpower to run different shifts and provide 12 hour coverage of the beach; however, this is something they could consider.

Councilmember Ramswell also expressed concern about rodents, infestations, and the health hazards associated with storing trash on city property; adding the facility is near several neighborhoods and apartment complex as well as the City Hall building and the Destin Dog Park.

Councilmember Wood offered a motion to allow temporary storage of beach refuse and beach cleaning equipment at the City of Destin maintenance facility by Okaloosa County; seconded by Councilmember Trammell.

The City Manager stated that if this motion passes, the City staff will continue to work with County staff and come back with a written agreement with the County.

Councilmember Ramswell suggests staff look into and include any mitigation of potential damages, effects on the immediate area, or anything that might be involved in this type of operation. She added they need to know whether the City's insurance would cover it and whether area zoning would allow it.

Mr. Hofstad noted the County has the level of expertise they could certainly apply to this matter.

The City Manager stated that zoning is not an issue as the City temporary stores beach trash they pick up from the City's beach access points on this site.

The Mayor called for a vote on the motion, which passes 7-0 (Council members Trammell, Wood, Marler, Foreman, Dixon, Ramswell, and Braden voted "yes").

PROJECT REPORTS AND COMMENTS FROM MAYOR AND COUNCIL

4. Councilmember Braden
5. Councilmember Ramswell
6. Councilmember Dixon
7. Councilmember Foreman

Councilmember Foreman recommends inviting the Tourist Development Department to come before the Council to provide some input on what they are working on in terms of their advertising campaigns; and other information that could be beneficial to the City of Destin such as finding some opportunity for funding of City parks

8. Councilmember Marler

Motion by Councilmember Marler, seconded by Councilmember Dixon, to appoint Skylar Babin and Summer Allen to the Destin Youth Council passed 7-0 (Council members Trammell, Wood, Marler, Foreman, Dixon, Ramswell, and Braden voted "yes").

9. Councilmember Wood
10. Councilmember Trammell
11. Mayor Ponder

STAFF REPORTS AND RECOMMENDATIONS

12. City Attorney comments
13. City Land Use Attorney comments
14. Ancillary Benefits and Health Plan Renewal Recommendations

The City Manager informed Council that a Benefits Quality Team was organized to assist in the review and recommendation for renewal of FY 15 Benefit Plans. She noted that almost every department, level, and tier of coverage within the City was represented. She also stated that Human Resources facilitated the meetings with the assistance of Finance and the City's agents.

The City's Human Resources Manager detailed the plan designs being offered by three insurance providers – United Health Care, Aetna, and Blue Cross Blue Shield – that submitted quotes to the City.

Councilmember Wood moved to authorize the City Manager to renew existing ancillary benefits with Guardian and to renew health benefits with BCBS Plan 03769 with its companion Health Savings Account Plan 05190/05191 to be effective September 1, 2014. Councilmember Trammell provided a second to the motion. Motion passed 7-0. (Council members Trammell, Wood, Marler, Foreman, Dixon, Ramswell, and Braden voted “yes”).

15. Outdoor seating and required parking analysis

The City Manager noted that a staff report regarding multimodal parking standards was presented to the CRA Board on July 7, 2014, at which time the Board approved a motion for staff to work with the City’s transportation consultant to finalize and recommend a series of audits and evaluations of all components of the multimodal system citywide, but emphasizing the total need and prioritized parking improvement implementation impacting the Harbor CRA; and then present it for further discussion and direction by the City Council.

The City Manager reported that based on the data and analysis, staff has determined the following parking conditions when outdoor seating areas are included in the required parking calculations for determining overall parking requirements:

- Harbor District: Deficiency in excess of 300 parking spaces
- Town Center: Surplus in excess of 10 parking spaces
- Other Areas: Surplus in excess of 200 parking spaces

Also according to the City Manager, in an effort to apply the findings from the data collection and analysis of the estimated parking deficiency as a result of not including outdoor seating areas in the parking requirement calculations, and to further continue to make improvements to the City’s long-term multi-modal transportation system, staff recommends finalizing a detailed scope of work from the City’s continuing transportation consultant, Renaissance Planning Group for the City Council to consider, and to conduct the following:

- Phase 1:
 - FY2015 – Phase 1A: Conduct a review and audit of the City’s MMTD regulations (Approximately \$15,000. Recommended in FY 2015 Budget to then commence October 2014)
 - FY2015 – Phase 1B: Conduct a Harbor District parking analysis, evaluation, report and recommendation to update the City’s “Destin Harbor Parking Master Plan of June 2004” and parking standards/regulations consistent with results from Phase 1A (Approximately \$15,000. Recommended in FY 2015 Budget to then commence October 2014)
 - FY2015/2016 – Phase 1C: Identify recommended amendments to the City’s multimodal regulations and provide a prioritized multimodal transportation infrastructure plan for implementation (Approximately \$50,000. Depending on progress made with Phase 1A and 1B, Phase 1C could proceed in FY2015 through a future Council approved FY2015 budget amendment or wait until FY2016)

- Phase 2:
 - FY2016: Harbor District Branding. Signage and Wayfinding Implementation Plan utilizing the City adopted “Family of Signs” template (Approximately \$25,000)
- Phase 3:
 - FY2016: Update the City’s Access Management Plan from 2006 and adopt regulations to support the Plan (Approximately \$8,000)

Councilmember Trammell moved to direct the City Manager to provide \$25,000.00 in the proposed FY2015 Budget in order for staff to finalize and present to the City Council for consideration and approval a detailed scope of work for Phase 1A and 1B as described in the staff report and that Phase 1C, depending on progress made with Phases 1A and 1B through FY2015, could proceed in FY2015 through a future City Council approved FY2015 budget amendment or be funded in FY2016 passed. Motion was seconded by Councilmember Wood. Motion passed 7-0 (Council members Trammell, Wood, Marler, Foreman, Dixon, Ramswell, and Braden voted “yes”).

16. Establishment of the FY 2015 tentative millage rate and budget hearing dates

The City Manager stated that in accordance to State Statute, they have to set the tentative millage rate and the public hearings dates in advance; adding they are recommending September 2nd and September 16th to ensure they have no conflict with any of the school board or the County budget hearings. She also provided the following information to Council:

- Current Year Property Values: \$4,030,635,340
- Prior Year Property Values: \$3,825,157,236
- Increase in Property Values: \$205,478,104
- % Increase: 5.4%
- % Increase Without New Taxable Values: 4.9%
- Current Millage Rate: 1.500 mills
- Current Millage Rollback Rate: 1.4262 mills
- Proposed Millage Rate: 1.500 mills

Councilmember Ramswell stated that one of the main things they need to do is update the Stormwater Master Plan as it would be a great benefit to the City of Destin. She expressed concern they would experience another rain event and find themselves in a situation like they did on April 30th. She continued that this is a great opportunity to set the millage rate high enough to take care of some of their infrastructure issues; and possibly gain enough revenue to cover the cost of increasing the Sheriff’s contract.

Councilmember Ramswell moved to set the tentative millage rate for ad valorem taxes at 1.68 mills which is greater than the rollback rate of 1.4262 mills and confirm the date and times of the public hearings for the FY2015 Budget for September 2, 2014 and September 16, 2014 at 6:00 PM. Motion dies for lack of a second.

Councilmember Foreman moved to set the tentative millage rate for ad valorem taxes at 1.500 mills which is greater than the rollback rate of 1.4262 mills and confirm the date and times of the public hearings for the FY2015 Budget for September 2, 2014 and September 16, 2014 at 6:00 PM; seconded by Councilmember Marler.

Councilmember Trammell stated that they could set the millage slightly higher and it would still give them enough revenue to complete the Stormwater Management Plan.

Councilmember Trammell offered a substitute motion to set the tentative millage rate for ad valorem taxes at 1.55 mills which is greater than the rollback rate of 1.4262 mills and confirm the date and times of the public hearings for the FY2015 Budget for September 2, 2014 and September 16, 2014 at 6:00 PM; seconded by Councilmember Ramswell. Motion failed 2-5 (Council members Trammell and Ramswell voted "yes"; Council members Wood, Marler, Foreman, Dixon, and Braden voted "no").

The Mayor called for a vote on the original motion made by Councilmember Foreman, and seconded by Councilmember Marler, to set the tentative millage rate for ad valorem taxes at 1.500 mills which is greater than the rollback rate of 1.4262 mills and confirm the date and times of the public hearings for the FY2015 Budget for September 2, 2014 and September 16, 2014 at 6:00 PM. Motion passed 7-0 (Council members Trammell, Wood, Marler, Foreman, Dixon, Ramswell, and Braden voted "yes").

The City Attorney announced that setting the tentative millage rate at 1.500 mills will produce approximately \$6,045,953 in ad valorem revenues which represents \$320,735 more tax revenue than FY2014; and that the dates and times of the next public hearings for the FY2015 Budget are Tuesday, September 2, 2014 and Tuesday, September 16, 2014, both at 6:00 PM.

17. Proposed ordinance that would prohibit sexually oriented businesses in the Industrial zoned properties fronting Airport Road

The City Manager noted that on March 30, 2009, the Destin City Council voted unanimously to adopt Ordinance 09-06-LC, which amended the City of Destin's Code of Ordinances and Land Development Code (LDC) by providing standards for the regulation of Sexually Oriented Businesses. Since that time it has become apparent additional locational standards are necessary to protect businesses. She also noted that the proposed ordinance simply amends the LDC by requiring Sexually Oriented Businesses in the Industrial Zoning District to set back 330 feet south from the southern right-of-way boundary of Airport Road or 330 feet east from the eastern right-of-way boundary of Main Street. This will further limit those areas of the Industrial District Zoning District where sexually oriented businesses may be lawfully located in order to further minimize, control and mitigate against crime risk associated with sexually oriented businesses.

The Land Use Attorney noted these are setback regulations that specifically have been approved as an approach the City is entitled to use to regulate the secondary adverse effects. He continued that sexually oriented communications is a protective form of expression under the First

Amendment, and the City is not seeking to unreasonably regulate that form of communication. He also stated this regulation would be neutral as to the other pieces of Industrial zoning that are located at the end of the runway. These would still be areas where sexually oriented businesses could locate if a suitable site could be found in this area. He also stated for the record that they are confirming that suitable sites remain for the location of these sexually oriented businesses, and that he and another employee of the City were in these areas recently documenting that fact.

Mr. Shane Moody, President and CEO of the Destin Area Chamber of Commerce, came forward and informed the Council that his board urges the Council to prohibit sexually oriented businesses or strip clubs in the Industrial District.

Councilmember Trammell moved to send proposed Ordinance 14-10-LC to the Local Planning Agency for their review and recommendation; seconded by Councilmember Marler. Motion passed 7-0 (Council members Trammell, Wood, Marler, Foreman, Dixon, Ramswell, and Braden voted "yes").

18. Proposed ordinance that would prohibit gambling and casinos in the City of Destin

The City Manager noted that at the June 2, 2014 Council meeting, the City Council approved a motion to develop an ordinance prohibiting gambling casinos, or similar types gambling establishments, in Destin and bring it back for Council consideration. She continued although gambling industries and casino hotels are not currently legal enterprises within the City of Destin under State statutory law, the City desires to insure that such uses will not be allowable within the City limits should a change to State law removes the current prohibition on such uses. She also stated that staff believes passage of this ordinance is necessary to preserve the basic character of the community of the City of Destin through prohibiting gambling industries and casino hotels in all zoning districts. She recommends that once this ordinance is adopted, Council to direct staff to coordinate with the County, or possibly create an inter-local agreement with the County, to address unincorporated areas of the County adjacent to the City where these types of businesses could potentially locate; as previously suggested by Councilmember Trammell.

Mr. Shane Moody returned to the podium to announce that the Chamber Board of Directors opposes the expansion of gambling in the State of Florida as well as in Okaloosa County and the City of Destin.

Councilmember Trammell moved to send proposed Ordinance 14-11-LC to the Local Planning Agency for their review and recommendation; seconded by Councilmember Wood.

Councilmember Wood noted that Florida passed new gun laws a few years back that preempted the City's local gun laws; and as a result, the City had to amend some of their regulations. He asked if this could happen again if the State writes new laws about gambling.

According to the Land Use Attorney, it would really be a total surprise to him if the State preempts local zoning regulations to allow gambling everywhere; adding he expects the location of gambling facilities to remain a matter within zoning jurisdiction of local government if gambling is

legalized. He added that the firearm regulation was an issue which was intentionally preempted to the State level.

The Mayor called for a vote on the motion, which passes 7-0. (Council members Trammell, Wood, Marler, Foreman, Dixon, Ramswell, and Braden voted “yes”).

19. City Manager comments

- a. Request for approval of early release from duty

The City Manager requested an early release from duty so she could move with her family a week early; making her last day of duty on Monday, August 11th. She also reported that the incoming City Manager, Greg Kisela, has been able to obtain early release from his position at Port Orange and would be able to report for duty on Tuesday, August 12th.

Motion by Councilmember Wood, seconded by Councilmember Dixon, to allow an early release date of August 11, 2014 for City Manager Maryann Ustick passed 7-0. (Council members Trammell, Wood, Marler, Foreman, Dixon, Ramswell, and Braden voted “yes”).

Motion by Councilmember Wood, seconded by Councilmember Foreman, to allow an early reporting date of August 12, 2014 for incoming City Manager Greg Kisela passed 7-0. (Council members Trammell, Wood, Marler, Foreman, Dixon, Ramswell, and Braden voted “yes”).

The City Manager made the following announcements:

- Monday, July 28, 2014, at 5:30 PM – Comprehensive Plan Workshop
- Monday, August 11, 2014, at 5:30 PM – Budget Workshop

COMMENTS FROM THE AUDIENCE

Mr. Taylor Ward, who spoke earlier in the meeting, came back to the podium. He stated that the County is taking advantage of TDC funding, which covers all costs of taking care of the County parks. He continued that the City of Destin, who contributes 67 percent of the bed tax, is not seeing any of the funding brought into the City’s park department. The City of Destin is paying to have their park restrooms cleaned and grass mowed, which is essentially what the TDC is funding on Okaloosa Island. He suggests the City request the TDC funding and then do the job itself or contract it out as it has been done successfully for ten years.

Mr. Ward also stated that entering into an agreement with the County to store beach trash on City property would not be in the City’s best interest; adding the proposed location is not zoned for this type of use. He also noted there are plenty of private properties in areas that are zoned for this use that the County could rent.

Mr. Ward, who operates the Sandman Beach Cleaning service, showed the Council a poster board that depicts the work his company used to do when he had the contract with the County. He stated they did the job for over ten years without any documented complaint. He also stated they

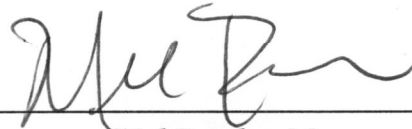
have all the equipment and manpower to be able to do the job and do it right. He then distributed some documents containing proposed motions for Council to consider.

Mr. Larry Williges, a Destin resident and former Council member, stated that temporary storage of beach refuse was not a problem before when the commercial operation was charged with cleaning the beach; adding he does not understand why it is a problem now that the County runs this operation. He also reported learning that the commercial company stored the trash on Mountain Drive, which may not be zoned for that use either; adding the City really needs to take a closer look at this issue.

Having no further business at this time, the meeting was adjourned at 8:55 PM.

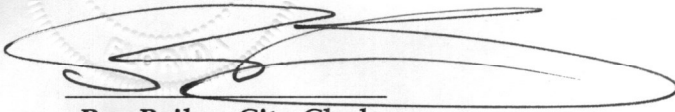
ADOPTED THIS 3RD DAY OF SEPTEMBER 2014

By:



Mel Ponder, Mayor

ATTEST:



Rey Bailey, City Clerk

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
MARCH 6, 2017
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 Scott Fischer
Councilmember Chatham Morgan
Councilmember Parker Destin
Councilmember Cyron Marler

Councilmember Prebble Ramswell
Councilmember Tuffy Dixon
Councilmember Jim Foreman
Councilmember Rodney Braden

Destin City Staff

City Manager Carisse Lejeune
Public Information Manager Doug Rainer
Community Dev. Director Karen Haynes
Grants/Project Manager Lindey Chabot
Park & Recreation Director Lance Johnson
Development Manager Steve Schmidt

City Clerk Rey Bailey
Finance Director Bragg Farmer
City Engineer David Campbell
IT Manager Webb Warren
City Attorney Jeffrey Burns
Land Use Attorney Kimberly Kopp

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Scott Fischer called the meeting to order at 6:00 PM. Reverend Caleb Miller of Immanuel Anglican Church gave the invocation; which was then followed by the Pledge of Allegiance.

SPECIAL PRESENTATIONS

1. National Research Center – Citizen Survey Presentation (via Skype)

The City's Project Manager Lindey Chabot noted that since 2005 the City of Destin has conducted citizen surveys every two-three years to gather resident feedback and input. City staff and Council use this survey to help identify clear priorities for use in strategic planning and budget setting and to compare the City's performance against other like cities across the nation. Since 2011, the City has used an independent consultant, the National Research Center (NRC), to administer its National Citizen Survey. The NRC is a leader in the field of public sector scientific research and evaluation.

Ms. Audrey Silliman, Project Manager at the National Research Center, Inc. presented the following key findings from the National Citizen Survey conducted in the City of Destin in October 2016:

- The National Citizen Survey (NCS) is presented by NRC in collaboration with ICMA
- Designed to capture Community Livability as a whole. The 3 pillars that contribute to Community Livability are:
 - ❖ Community Characteristics
 - ❖ Governance
 - ❖ Participation

- Facets of Community Livability
 - ❖ Safety
 - ❖ Natural Environment
 - ❖ Mobility
 - ❖ Built Environment
 - ❖ Economy
 - ❖ Recreation and Wellness
 - ❖ Education and Enrichment
 - ❖ Community Engagement
- The NCS and Destin
 - ❖ Participant in the NCS since 2010, 2013 & 2016
 - ❖ Scientific sample of 1,500 households
 - 429 returned surveys, 31% response rate
 - ± 5% margin of error
- 2016 National Benchmark Comparisons
 - ❖ 5 received higher ratings
 - ❖ 104 received similar ratings
 - ❖ 22 received lower ratings
 - ❖ Resort communities with populations of 70,000 or less benchmark comparisons
 - 2 received higher ratings
 - 108 received similar ratings
 - 21 received lower ratings
- 2016 ratings compared to 2013
 - ❖ 2 received higher ratings
 - ❖ 42 received similar ratings
 - ❖ 38 received lower ratings
- Key focus areas (** most important)
 - ❖ Safety **
 - ❖ Mobility **
 - ❖ Natural Environment **
 - ❖ Built Environment
 - ❖ Economy
 - ❖ Recreation and Wellness
 - ❖ Education and Enrichment
 - ❖ Community Engagement
- Key Finding #1
 - ❖ Destin residents enjoy a high quality of life
 - Quality of Life
 - 2010 – 93%
 - 2013 – 90%
 - 2016 – 85%
- Quality of Life Factors (** - higher than the national benchmark)
 - ❖ Overall image **
 - ❖ Neighborhood as a place to live
 - ❖ Place to raise children
 - ❖ Place to retire
 - ❖ Overall appearance
- Resident Loyalty
 - ❖ 84% would recommend living in Destin

- ❖ 85% plan on remaining in the City
- Key Finding #2
 - ❖ Mobility is a potential area of opportunity for Destin
 - Mobility:
 - Ease of walking - 53%
 - Paths and walking trails - 43%
 - Overall ease of travel - 36%
 - Public parking - 26%
 - Travel by public transportation - 10%
 - ❖ Mobility-related services
 - Sidewalk maintenance
 - Street lighting
 - Street cleaning
 - Traffic enforcement (lower than the national benchmark)
 - ❖ Streets and car travel in Destin
 - Travel by car – 22% (lower than national benchmark)
 - Street repair – 45% (similar to national benchmark)
 - Traffic flow – 10% (lower than national benchmark)
 - 43% of residents indicated that City street reconstructions should be Destin’s top priority
- Key Finding #3
 - ❖ Safety is an important and positive feature of the community
 - Safety
 - Safe in neighborhood – 94% (very or somewhat safe)
 - Safe in downtown/commercial area – 92% (very or somewhat safe)
 - Overall feeling of safety – 85% (excellent or good)
 - 5 in 10 had stocked supplies in preparation for an emergency
 - 9 in 10 had not been the victim of a crime
 - ❖ Safety services
 - Fire services – 93%
 - Ambulance/EMS – 91%
 - Police – 82%
 - Emergency preparedness – 74%
- Key Finding #4
 - ❖ Destin’s natural environment is a priority for residents
 - Natural Environment
 - Air quality – 85%
 - Cleanliness – 79%
 - Overall natural environment – 76%
 - Natural environment services and amenities (percent excellent or good)
 - Garbage collection – 89% (Similar to national benchmark)
 - Yard waste pick-up – 73% (Similar to national benchmark)
 - Drinking water – 72% (Similar to national benchmark)
 - Recycling – 66% (Similar to national benchmark)
 - Natural areas preservation – 38% (Lower than national benchmark)
 - Destin open space – 34% (Lower than national benchmark)
- Special Topics

- ❖ Fees for parking in resort areas
 - \$.50 per hour – 16%
 - \$1.00 per hour – 20%
 - \$2.00 per hour – 6%
 - No parking fees – 58%
- ❖ City enhancements
 - Question: The City has a number of areas on which it could focus its efforts and funding, but it cannot focus on everything at once. In your opinion, which of the following potential enhancements should be the City's top priority?
 - City street reconstructions – 43%
 - Storm water improvements – 23%
 - Pathways linking residential and commercial areas – 17%
 - Enhanced and reliable transit services – 12%
 - Enhanced streetscapes along Harbor Blvd. and Airport Road – 5%
 - Sources of City information
 - The Northwest Florida Daily News – 89%
 - City website – 88%
 - Word-of-mouth – 83%
 - The Destin Log – 82%
 - Direct mailings – 73%

➤ Conclusions:

- ❖ Destin residents continue to enjoy a high quality of life
- ❖ Mobility is a top priority with room for improvement
- ❖ Safety is an important and positive feature of the community
- ❖ The Natural Environment is a community priority

2. Proclamation – Mattie Kelly Arts Foundation Day

The Mayor read the proclamation designating March 12, 2017 as Mattie Kelly Arts Foundation Day and presented it to Ms. Marcia Hull, Chief Executive Officer of the Mattie Kelly Arts Foundation.

3. Fiscal Year 2016 Comprehensive Annual Financial Report presented by Mr. Joe Klimek, Partner – EFPR Group, LLP Certified Public Accountants

Mr. Joe Klimek, Partner-EFPR Group, LLP, presented the independent auditor's report for the fiscal year ending September 30, 2016:

- The City of Destin is a financially well managed City
 - ❖ Internal control starts at the top
- All the City's investments are level one
- Accounting policy consistent over the year
- The City has a very healthy pension plan
- The firm received full cooperation from staff/no disagreement with management
- City remains financially sound; with a very healthy fund balance in the general fund
- Fund balance is very healthy
 - ❖ Unassigned fund balance is about 23%. Government Finance Office Association recommends about 25%
 - ❖ Recommends Council consider adopting a fund balance policy

- ❖ Recommends establishing a bench mark to keep fund balance stable
- The City has no significant deficiencies or material weaknesses in financial reporting
- The City is in compliance with investment policy of Florida
- The City remains very fiscally sound

Motion by Councilmember Morgan, seconded by Councilmember Destin, to accept the Fiscal Year 2016 audit passed 7-0 (Council members Morgan, Destin, Marler, Foreman Dixon, Ramswell and Braden voted “yes”)

4. Mayor’s Report

The Mayor pointed to a list of unfunded items that have been identified in the past, which the City definitely wants to complete but does not have the funds to do so. The Mayor stated that he wants to make sure the Council is aware of it.

APPROVAL OF MINUTES

5. Approval of minutes of the December 5, 2016 regular city council meeting

Motion by Councilmember Morgan, seconded by Councilmember Destin, to approve minutes of the December 5, 2016 regular city council meeting passed 7-0 (Council members Morgan, Destin, Marler, Foreman Dixon, Ramswell and Braden voted “yes”)

PUBLIC OPPORTUNITY TO SPEAK ON COUNCIL PROPOSITIONS

Mr. Jim Bagby, a Destin resident, spoke on agenda item #16A – *Resolution or ordinance that establishes no new agenda items after 9:00 p.m. during council meetings*. He stated not having enough time to address certain issues is not the problem. The problem is the Council does not use their time wisely when discussing an issue. They spend too much time on one issue even if the vote is clearly unanimous. He continued there are also too many walk-on items; which is not fair to the public because there is no advance document to read and prepare for.

Mr. Mike Abadie, a Destin resident, addressed agenda item #21, *First reading of proposed Ordinance 17-07-CC, Livery Vessel permitting (amendments)*. He noted that 100 percent of the people who spoke on this proposed ordinance over the last three Council meetings were against it; and so voting in favor of this ordinance is not voting for the will of the people. He also stated since the pontoon boat and wave runner industries are being expected to fund 100 percent of a new Code Enforcement Division administrator salary, 100 percent of the services that person provides should be for harbor safety and harbor related activities.

CONSENT AGENDA*

6. Spring Break supplemental funding – Interlocal Agreement between the City of Destin, Okaloosa County and the Okaloosa County Sheriff’s Department
7. Request approval to purchase Fiscal Year 2017 budgeted equipment

Councilmember Ramswell asked that Consent Agenda item #6 be pulled for the purpose of separating the two Consent Agenda items in terms of a vote.

Motion by Councilmember Marler, seconded by Councilmember Foreman, to approve Consent Agenda item #7, as printed above, passed 7-0 (Council members Morgan, Destin, Marler, Foreman Dixon, Ramswell and Braden voted "yes")

Councilmember Destin moved to approve Consent Agenda item #6; seconded by Councilmember Dixon. Motion passed 5-2 (Council members Morgan, Destin, Marler, Foreman and Dixon voted "yes"; Council members Ramswell and Braden voted "no").

RESOLUTIONS

8. Resolution 17-11 – Emerald Coast Fitness Foundation Donation

The City Attorney read Resolution 17-11 by title.

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA PROVIDING FOR AUTHORITY TO PROVIDE FUNDING TO THE EMERALD COAST FITNESS FOUNDATION FOR THE REPAIR AND RENOVATIONS OF THE FORMER DESTIN YMCA POOL FACILITY; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Brad Kale, a Destin resident, spoke in support of the City providing some funding for Emerald Coast Fitness Foundation Aquatic Center; adding that this money would be a tremendous help to their capital campaign which is well underway. He stated the money would be used to get the competition tank back in working order. He continued they have a crew ready to work on the pool by the end of the week; and that they could have the work done following spring break if the funds were available.

Mr. Jim Bagby stated that the City staff has provided the Council a great analysis of the proforma that they were presented, and that he does not believe this will be a successful endeavor. He suggests the City does not provide any funds until all the money is raised to get both pools operational.

Ms. Sarah Stone stated that she actively participates in coast aquatic activities in the masters swim program at the pool currently operated by the Emerald Coast Fitness Foundation at Fort Walton Beach. She stated that the Foundation has successfully implemented numerous swim programs resulting in overcrowding at the pool; and that probably about half of these people are from Destin. Being able to open the pools in Destin would lessen this load.

Mr. Larry Williges, a Destin resident, stated that he agrees with Destin needing a community pool; however, he disagrees with the City giving away taxpayers' money to a private organization to fund it. He also stated that if the organization fails to obtain enough money for the pool through their fundraising campaign, then it only indicates there is not enough public support for it. He continued that several years ago, Destin took out a loan for \$1.6 million to help finance the construction of the pool. The former Destin YMCA based their financial success on having 600 members from Destin; however, less than 100 people actually applied for membership. He added he was the Council representative to the YMCA Board when he was a member of the Council; and that he personally witnessed the decline of the Destin YMCA pool. He urges the Council to reconsider their decision to help fund the pool.

Ms. Kristi Jowers, a Destin resident, spoke in favor of the City helping subsidize the pool, stating that contributing to the effort of the Emerald Coast Fitness Foundation to open the swimming pool is similar to helping build the Destin Dog Park. The dog park has greatly enhanced the quality of life of the City residents.

Mr. Tim Krueger, a Destin resident, stated they need the swimming pool to teach young children how to swim and to hold swimming competitions. They also need a place for senior citizens to rehabilitate and do water aerobics. He stated that he was a member of the former YMCA Board and was very disappointed in the way the facility was managed; but, the Emerald Coast Fitness Foundation has excellent managers that will ensure the success of the new swimming pool. He asked for Council's support to reopen the pool sooner rather than later.

Ms. Erin Peterson stated he believes the City helping to reopen the pool is a worthy cause; but, then having the pontoon boat and wave runner owners pay for the City's new code enforcement administrator does not seem right. There should be creative ways for the City to get involved to raise money for what they believe is a worthy cause.

Ms. Donna Hamilton, a Destin resident, stated she truly believe they need a community pool to teach young children how to swim. She stated that she worked as an aquatic instructor for many years and believes poor management was the result of the former Destin YMCA's downfall; and that having worked with the Emerald Coast Fitness Foundation she believes they will be successful and will serve the community in a very powerful way.

Having no further comments from the public, the Mayor turned the matter over to the Council for their discussion and consideration.

Councilmember Jim Foreman noted that several years ago when the City was trying to get a community pool in place, he talked to then School Superintendent Don Gaetz to find out why the school system was not getting involved in it since one of the principal users of the pool are the school children. He also noted they were given a list of unfunded infrastructure projects tonight amounting to millions of dollars. He suggests they seriously reconsider spending taxpayers' money in helping to fund this pool.

Councilmember Marler stated the City has already spent \$1.6 million of taxpayers' money to help construct a swimming pool; and that he cannot support spending more money on it. He also stated the Council has no control over the money they will donate to the Emerald Coast Fitness Foundation unless they have a Council representative to their advisory board.

Councilmember Destin moved that Resolution 17-11 be approved deleting the language the funds will be held in escrow until the Emerald Coast Fitness Foundation has achieved its goals of raising the full \$173,500 required to complete all of the maintenance repairs which would allow the pool facility to open; and that the money be released immediately. Councilmember Ramswell provided a second to the motion.

The City Attorney noted that based on the Attorney General's opinion, if a municipality is going to donate money to a private charitable organization, there needs to be a proper safeguard attached to the donation. Appointing a member of the Council to the advisory board of the Foundation in lieu of the escrow provision would be sufficient as a safeguard. If Council decides to amend the resolution, he suggests asking the Emerald Coast Fitness Foundation tonight if they would agree to have a member of Council appointed to their advisory board.

Mr. Brad Kale noted that at the last meeting, the Foundation offered an advisory board position for a member of this Council; adding they have had members of the city council to their advisory board on past projects. He added the Foundation is committing to appointing a member of the Destin City Council to their advisory board.

Councilmember Destin offered a revised motion to amend Resolution 17-11 deleting the language the funds will be held in escrow until the Emerald Coast Fitness Foundation has achieved its goals of raising the full \$173,500 required to complete all of the maintenance repairs which would allow the pool facility to open; adding a condition the Emerald Coast Fitness Foundation would allow the placement of a member of the Destin City Council to the Foundation's advisory board; and to bring the resolution back at the next meeting. The money will be distributed pursuant to the Council's approval of the resolution. Councilmember Ramswell provided a second to the motion.

Councilmember Ramswell stated she does not consider helping the Foundation re-open the pool is giving away taxpayers' money. She considers it as an investment in the community and expects something to go back to the people and the children as intended. She also stated this is not unprecedented as the City has subsidized other projects in the past such as the Destin Dog Park and the Henderson Beach State Park passes. She added she believes in the Emerald Coast Fitness Foundation management capability and fully supports this initiative.

Councilmember Dixon noted they pay PAWS and Feline Friends of Destin, who provide animal services to the City, almost \$49,000 a year. They also subsidize the Henderson Beach State Park passes to provide reduced rate for park visits to the citizens of Destin. He added this is not the first time they have done something for the benefit of the City residents.

Councilmember Braden asked from which account they would get the \$57,000 they will donate to the Emerald Coast Fitness Foundation.

The Finance Director stated the money would be taken out of the unallocated reserve fund; part of which has been identified for natural disasters and things of that nature.

Councilmember Foreman asked if someone has approached the school system to help fund this project.

Councilmember Destin stated the school board has been approached, but they declined funding.

The Mayor called for a vote on the motion, which passes 5-2 (Council members Morgan, Destin, Dixon, Ramswell and Braden voted "yes"; Council members Marler and Foreman voted "no").

9. Resolution 17-12 – Utility Purchase Feasibility Consulting Services Contract

The City Attorney read Resolution 17-12 by title.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA;
AUTHORIZING THE CITY MANAGER TO ENTER INTO NEGOTIATIONS WITH WHH
ENTERPRISES, INC. FOR UTILITY PURCHASE FEASIBILITY CONSULTING
SERVICES; AND PROVIDE A NEGOTIATED CONTRACT FOR CITY COUNCIL'S
APPROVAL.

The City Manager explained she was previously directed by Council to release an RFQ to hire a professional to conduct a feasibility analysis to evaluate whether the municipalization of Gulf Power's electric facilities and establishment of a municipal electrical utility system by the City of

Destin is financially feasible. She continued that the Council has selected a firm and authorized her to enter into negotiations with WHH Enterprises, Inc. and provide a negotiated contract for Council's approval.

Motion by Councilmember Dixon, seconded by Councilmember Braden, to adopt Resolution 17-12 and fund the contract amount of \$58,500 from the unreserved fund balance; and for staff to make the appropriate budget amendment passed 7-0 (Council members Morgan, Destin, Marler, Foreman, Dixon, Ramswell and Braden voted "yes")

10. Resolution 17-13 – Engineering Services for Stormwater Master Plan

The City Attorney read Resolution 17-13 by title.

A RESOLUTION OF THE CITY OF DESTIN, FLORIDA, AUTHORIZING THE EXECUTION OF A LETTER CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE CITY OF DESTIN AND JENKINS ENGINEERING, INC. TO UPDATE PHASE 1 OF THE STORMWATER MASTER PLAN.

The City Engineer explained that in accordance with the City's Strategic Goals and Objectives, a Citywide Stormwater Master Plan update was identified for the Fiscal Year 2017 Capital Improvements Plan. A Stormwater Master Plan is required by the National Pollutant Discharge Elimination system (NPDES) and it is essential in identifying flooding problems and pollution discharge points.

Motion by Councilmember Morgan, seconded by Councilmember Ramswell, to adopt Resolution 17-13 and authorize the City Manager to execute a contract with Jenkins Engineering, Inc. in the amount of \$75,000 for Phase 1 of the Stormwater Master Plan update passed 7-0 (Council members Morgan, Destin, Marler, Foreman, Dixon, Ramswell and Braden voted "yes")

COMMITTEE REPORTS

SCHEDULED PRESENTATIONS FROM THE PUBLIC **

PROJECT REPORTS AND COMMENTS FROM MAYOR AND COUNCIL

11. Councilmember Morgan

a. Main Street Banner Art Program – Mr. Ron Sandstead

Mr. Ron Sandstead provided the following presentation relative to The Destin Banner Art Project.

- The Destin Banner Art Project: A project sponsored by the Main Street Betterment Alliance
 - ❖ There are already Holiday banner displays on Main Street
 - ❖ Our intent is to build on this existing program
- Vision: Display banners on Main Street and throughout Destin, featuring the work of local artists
- Objective
 - ❖ Beautify the streets of Destin
 - ❖ Promote local artists in Destin
 - ❖ Transition art from the galleries to the streets
 - ❖ Create community by getting local citizens (including children) involved in creating art to beautify our City
- This would be a cooperative effort between the Alliance and the City of Destin
- Alliance Responsibilities
 - ❖ Have local artists create original banner designs

- ❖ Generate interest by sponsoring art contests
- ❖ Print the art on the banners
- ❖ Supply the completed banners to the City
- City Responsibilities
 - ❖ Provide banner poles and banner arms
 - ❖ Remove and replace old banners with new ones three times per year
- The Alliance is Ready to Begin
 - ❖ Leadership team in place
 - ❖ Developed a plan and contest rules
 - ❖ Artists are ready to create the art
- Next Step
 - ❖ Need the City's financial commitment to supply the hardware
 - ❖ Need the City's approval for this project to proceed

The City Manager noted the biggest challenge at this point is the existing poles they put up for Christmas decorations are temporary, and that they are not sufficient to be up for an extended period of time. They would need to put in permanent poles to accommodate these banners if the Council is amenable to doing this type of program and possibly discuss potential funding for the proper type of pole at their July workshop.

Councilmember Morgan urges Council to further pursue this project noting that Main Street is a CRA because it is a blighted part of the community and it continues to be blighted; and it is part of the City that needs beautification.

The City Manager stated that she and Mr. Sandstead can discuss the specifics of the banner art program if the Council is amenable to it. The City's Engineering Department will provide pole specifications and costs; and that the City Council can discuss permanent poles as an item for potential funding in the July budget workshop.

Councilmember Foreman suggests they review the City's sign ordinance to ensure the program is in compliance with the current code.

Councilmember Dixon suggests they use the existing poles at least temporarily until they put in the permanent poles.

Councilmember Ramswell states this is an excellent idea and recommends expanding the program to include Airport Blvd since they have been discussing ways to slow down traffic.

12. Councilmember Destin
13. Councilmember Marler

Councilmember Marler noted there have been commercial activities at the Joe's Bayou Boat Ramp recently in terms of launching commercial boats. He stated they are charging people \$1,030 per year to launch their boats; but, it was his understanding the previous City Manager, at his discretion, changed the fee schedule and allowed certain commercial entities to launch their boats for a smaller fee. He suggests they revisit the fee schedule for the Joe's Bayou Boat Ramp so these people do not go elsewhere to launch their boats. He asked this item be placed on the next agenda for further discussion.

The City Manager stated if the City receives the \$5 million NRDA grant they have applied for to do the expansion of Joe's Bayou Boat Ramp, they would need to know if the Council would allow commercial boat launch as they go forward with the other ordinance that is in the process which disallows all commercial activity at all City parks.

Councilmember Morgan stated he would like to continue commercial activity at the Joe's Bayou Boat Ramp; however, if it jeopardizes the NRDA grant, they would need to have a separate discussion in that regard. He also stated that at this time he would support adding a single use fee option on the fee schedule for those who only launch their boats a few times a year.

Councilmember Braden noted he had discussed with the City Manager the possibility of leaving one ramp out of the NRDA grant; the City would reconstruct that one ramp and then continue to allow commercial use of that ramp.

Councilmember Ramswell asked if it is legal to allow commercial use on a public property.

The Land Use Attorney stated she would need to review the current code; but, the City could put a policy in place to address it.

The City Manager noted that City staff is currently drafting an ordinance to bring forward through the process regarding not allowing commercial activity in all the City parks. She continued they have already established one for Norriego Point because it is a requirement to the grant that no commercial activity happens on Norriego Point.

Councilmember Destin wants to know how many people actually paid the annual fee.

The Parks and Recreation Director stated 3 or 4 people paid an annual launch fee of \$1,030.

Motion by Councilmember Dixon, seconded by Councilmember Marler, to suspend the order of the day to allow a motion and a vote on the issue at hand passed 7-0 (Council members Morgan, Destin, Marler, Foreman, Dixon, Ramswell and Braden voted "yes")

Councilmember Marler moved to suspend the current schedule of fees for Joe's Bayou Boat Ramp and direct the City Manager to charge \$20 per boat for each commercial launch until a new fee schedule is adopted; and to bring back a new fee resolution. Councilmember Dixon provided a second to the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Foreman, Dixon, Ramswell and Braden voted "yes")

14. Councilmember Foreman
15. Councilmember Dixon
16. Councilmember Ramswell

- a. Resolution or ordinance that establishes no new agenda items after 9:00 p.m. during council meetings

Councilmember Ramswell expressed concern about Council meetings lasting until as late as 11:30 PM. She stated this is the forum where the public comes and give their thoughts and inputs on certain subjects and having these long meetings are preventing some of them from doing so thereby eliminating some very vital aspects of this whole process. She also noted there is already a language in the City's Land Development Code that they are supposed to conclude consideration of the agenda no later than 11:30 PM, and no agenda item may be initiated after 10:30 PM. She suggests they revisit this matter and possibly establish some other time frame.

The City Attorney stated that since this language is contained in the City's Land Development Code, the Council may want to adopt a new ordinance to place it under the Code of Ordinances; and possibly providing the Mayor further authority to use discretion and limit items after 9:00 PM as he sees fit.

Councilmember Marler suggests they include a provision allowing walk on of important matters such as the Indian Bayou Boat Ramp issue they just discussed tonight.

The City Manager noted that staff has been asked to work on streamlining the agenda. She asked if they could bring back the draft proposed agenda format to go along with the item under discussion and do it all at once.

There were no objections from the members of Council.

Councilmember Marler to direct the City Attorney to come back with a proposed ordinance adding a provision to the City's Code of Ordinances that no agenda item will be initiated after 9:00 PM unless there is a majority vote of the Council to do so; and to remove that provision from section 4.03.00 of the Land Development Code to avoid a conflict with the Code of Ordinances passed. Councilmember Destin provided a second to the motion, which passes 7-0 (Council members Morgan, Destin, Marler, Foreman, Dixon, Ramswell and Braden voted "yes").

b. Beach cleaning and trash pickup

Councilmember Ramswell stated that signs, ropes and chain have contributed to the deterioration and appearance of Destin beaches. They are not only ugly and unattractive, but pose a safety hazard to people. They are also a hindrance to emergency personnel to respond to emergency situations. She noted that Walton County has adopted a somewhat controversial but effective ordinance that significantly improved the appearance of their beaches. This ordinance had to do with the removal of signs and chains past a certain point beyond the dunes. She asked for Council's support in directing staff to look into the Walton County ordinance and see if it is something that could be adopted in Destin.

Councilmember Morgan stated that he shares Councilmember Ramswell's opinion. He continued that certain parts of the Walton County ordinance are subject to litigation; and so he is standing by to see what happens next.

Councilmember Marler agreed the beaches look unattractive and are a safety hazard; however, many people are claiming ownership of part of the beach and the City Attorney may have to research to determine the Supreme Court's final ruling on this issue following the beach re-nourishment several years ago.

Councilmember Ramswell suggests they direct the City Attorney to take a look at the City's signage policy and its potential application to the beach side; and for City staff to take a look at what Walton County has done to eradicate the signs and chains.

The City Manager noted they already have a copy of the Walton County ordinance; but, it is currently under litigation.

The City Attorney stated that he and the Land Use Attorney will combine their effort and come back with a report on the signage policy.

Next, Councilmember Ramswell discussed the raking and cleaning of the beach. She reported receiving many complaints that the beach has not been raked in at least a week. She stated that she personally investigated and confirmed these report. She also saw a lot of trash on the beach (photos shown on the screen), which is indicative of it not getting picked up on a regular basis.

Councilmember Ramswell noted that in 2014, Mr. John Hofstad, the County's Public Works Director at the time, addressed this situation; informing the City the County's contract terms are raking the beach 5 to 6 days per week and trash to be picked up twice per day weather permitting. She stated the terms of the contract are obviously not being fulfilled and the City is not getting the service they deserve. She suggests the City considers resuming control and oversight of this issue and bid out the beach service themselves.

Councilmember Braden asked if the TDC could allocate some funds for beach cleanup in Destin.

The City Attorney stated that the City could always take it upon itself to clean the beaches separately and apart from the County; however, there is no guarantee the TDC would reimburse the City for the cost.

The City Manager noted it is not a budgeted item at this time; but, she would be glad to place it on the list for discussion at the budget workshop. She also stated the Tourist Development Department (TDD) is now under the County jurisdiction. The City could go to the TDD with a proposed budget requesting funding for various activities concerning beaches and tourism; but, there is no guarantee on what the TDD will and will not fund.

Councilmember Foreman suggests allowing the City Manager to discuss this issue with the Okaloosa County Administrator John Hofstad as a first step and letting him know the standard of performance is very low and see if there can be an improvement in beach service.

There was no objection from the rest of Council.

- c. Nomination of Ms. Mary "Aubrey" Santucci for membership to the Environmental, Parks and Recreation Committee/Tree Board

Motion by Councilmember Ramswell, seconded by Councilmember Dixon, to appoint Ms. Mary "Aubrey" Santucci to the Environmental, Parks and Recreation Committee/Tree Board passed 7-0 (Council members Morgan, Destin, Marler, Foreman, Dixon, Ramswell and Braden voted "yes")

- 17. Councilmember Braden
 - a. Boardwalk

Councilmember Braden asked what terms in the easement agreement are the property owners on the boardwalk held to and what the City could do to force them to abide by these terms.

According to the City Manager, they have been informed in the past that they do not have any enforcement authority because the boardwalk is not governed by the City's Code of Ordinances. It is governed strictly by the covenant of that agreement. It is a legal issue at this time and so she would provide the City's Land Use Attorney a copy of the easement agreement to review and respond to legal questions.

The City's Land Use Attorney stated she would review the easement agreement to determine what it allows the City to do to control boardwalk activities.

Councilmember Destin asked the Land Use Attorney to explore the possibility of incorporating portions of the easement agreement to the City's Code of Ordinances to capitalize on the Special Magistrate process.

Next, Councilmember Braden inquired as to the possibility of the City gaining control over the beach access on the west side of the Marler Bridge.

The City Attorney noted that particular area is control by Eglin Air Force Base.

Councilmember Braden stated he had already contacted an Eglin representative and they seemed amenable to having Destin take control of the beach access area and the pavilion. He just want to make sure Council is interested before he discuss it further with them.

The City Manager stated if the Council is amenable to the idea, they would conduct a financial analysis to determine the cost for the City to possibly take control of the pavilion and beach access area on the west side of the Marler Bridge and bring it back for Council's discussion at the budget workshop.

18. Mayor Fischer

- a. Workshop on feasibility of project appropriate for Triumph funding

The Mayor informed the Council the Florida Legislature created Triumph, which is a 5-member advisory board to help administer and distribute the recovery funds particularly in the 8 primary counties in Florida; adding that round one will distribute about \$300 million. He asked Council to consider scheduling a workshop to set plans and goals for the money the City may be eligible to obtain.

The City Manager noted that projects that would fit into regional product would have a better chance of getting that type of funding.

It was a consensus of the Council to go forward with the workshop and to have the HAAS Center facilitate the workshop for the City Council.

STAFF REPORTS AND RECOMMENDATIONS

19. City Attorney comments
20. City Land Use Attorney comments
21. First reading of Ordinance 17-07-CC, Livery Vessel permitting (amendments)

The City Attorney read proposed Ordinance 17-07-CC by title, and then presented it to the Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN RELATING TO LIVERY VESSELS; PROVIDING FOR ADDITIONAL FINDINGS OF FACT; PROVIDING FOR THE AMENDMENT OF SECTION 13-140 PURPOSE; PROVIDING FOR THE AMENDMENT OF SECTION 13-141 DEFINITIONS; PROVIDING FOR THE AMENDMENT OF SECTION 13-142 PERMIT REQUIRED; PROVIDING FOR THE AMENDMENT OF CODE OF ORDINANCES SECTION 13-143 FORMAL APPLICATION REQUIRED PROVIDING FOR THE AMENDMENT OF SECTION 13-144. APPLICATION FOR PERMIT; PROVIDING FOR THE AMENDMENT OF SECTION 13-146 PERMIT FEES; PROVIDING FOR THE AMENDMENT OF SECTION 13-153 ENFORCEMENT; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

The City's Development Manager explained that Council previously directed staff to revise the outside timeframe for permitting the first year from March 15th to June 15th and bring back a revision to the ordinance pertaining to the enforcement section of the ordinance. He continued the proposed ordinance amends the ordinance as directed, and includes other revisions intended to resolve ambiguities in the ordinance.

Councilmember Morgan moved to approve proposed Ordinance 17-07-CC on first reading and direct staff to bring it back for second reading on March 20th; seconded by Councilmember Dixon.

According to Councilmember Marler, he cannot support this proposed ordinance because it is singling out two particular businesses – the pontoon boat and Jet Ski rentals. He would prefer to have the proposed ordinance applied to any rental watercraft rented within City Limits, to make it fair to everybody.

Councilmember Ramswell stated she supports equal application of this ordinance. They need to look at any motorized vehicles rather than just pontoon boats and Jet Skis.

The Mayor called for a vote on the motion, which fails 3-4 (Council members Morgan, Dixon and Braden voted "yes"; Council members Destin, Marler, Foreman and Ramswell voted "no").

The City Attorney noted that the Livery Vessel ordinance is still on the books; and that this is just an amendment to add the punitive action for violation of the code.

Councilmember Dixon noted since adoption of this ordinance failed, they would not be able to enforce the ordinance they previously adopted.

The City Manager pointed out that the other amendment language is that if a vessel is in violation of the code, each vessel in violation is treated as a separate violation.

Councilmember Destin moved to rescind the vote taken on the previous motion "to approve proposed Ordinance 17-07-CC on first reading and direct staff to bring it back for second reading on March 20th; seconded by Councilmember Dixon. Motion passed 5-2 (Council members Morgan, Destin, Dixon, Ramswell and Braden voted "yes"; Council members Marler and Foreman voted "no").

Councilmember Morgan moved to approve proposed Ordinance 17-07-CC on first reading and direct staff to bring it back for second reading on March 20th; seconded by Councilmember Dixon. Motion passed 5-2 (Council members Morgan, Destin, Dixon, Ramswell and Braden voted "yes"; Council members Marler and Foreman voted "no").

22. West Destin beach re-nourishment permit modification

The City Engineer explained that the 2012 West Design Beach Re-nourishment Project excluded certain properties along the beaches of Holiday Isle. Although the Corps of Engineers permit allowed for placement of sand in this area, sand not was placed there at the request of the property owners. The permit for this project had a term of 5 years and needs to be extended for 10 additional years to ensure the availability of sand in the event that the beaches erode. Taylor Engineering, Inc. is in the process of extending the permit for an additional 10 years but the property owners located in the "gap" area have filed letters of objection and would prefer that the Corps of Engineers permit be modified to remove their property from the project limits. Staff recommends the City Council approve the Corps of Engineers permit modification for 10 years extension and to make it consistent with the limits of future beach re-nourishment project on the West Destin Beaches.

Councilmember Dixon moved to approve the Corps of Engineers Beach Re-nourishment permit modification for the West Destin beaches and authorize the City Manager to sign the permit modification application; seconded by Councilmember Ramswell. Motion passed 7-0 (Council members Morgan, Destin, Marler, Foreman, Dixon, Ramswell and Braden voted "yes").

23. City Manager comments

The City Manager noted that the City Council had previously directed staff to go back and look at the Business Tax Receipt (BTR) ordinance and revise it so that they have some enforcement capability. State statutes require that before any changes can be made to this ordinance, that they establish a BTR Study Commission. She continued they properly noticed for application, the deadline has come and gone, and they only received one application.

The City Attorney suggests they placed this item on the next agenda so that each member of Council and the Mayor can appoint a member of the BTR Study Commission. He added that the resolution adopted by the Council calls for 8 members to the Commission. They have to be Destin residents and either work or own business in the City.

Next, the City Manager asked permission from the Council to have the ability to live outside of the City of Destin boundaries.

The City Attorney noted that the City Manager's contract currently includes a provision the City Manager resides within the City limits; adding that the City Manager's contract would need to be amended to remove that provision.

Councilmember Dixon stated he can support the request as long as they establish a reasonable radius and consider the transportation and toll costs.

According to the City Manager, she will absorb all additional costs including tolls and gas. She will also abide by the Council's decision if they wish to establish certain radius from City boundaries.

Motion by Councilmember Ramswell, seconded by Councilmember Marler, to set aside the order of the day allowing the Council to vote on the matter at hand passed 7-0 (Council members Morgan, Destin, Marler, Foreman, Dixon, Ramswell and Braden voted "yes").

Councilmember Ramswell moved to amend the City Manager contract allowing the City Manager to live within a 30 mile radius of the City of Destin boundaries, and then bring it back at the next Council meeting; seconded by Councilmember Marler. Motion passed 7-0 (Council members Morgan, Destin, Marler, Foreman, Dixon, Ramswell and Braden voted "yes").

COMMENTS FROM THE AUDIENCE

Mr. Larry Czur, an Indian Bayou resident and President of the Indian Bayou Homeowners' Association, spoke regarding the drainage project going on in Indian Bayou. He stated the contractor's performance on the work on the Indian Bayou Drainage Project has been quite unacceptable. In many cases swales have not been constructed in accordance with specifications, sprinkler systems have not been restored to proper function, personal properties have been damaged or destroyed, properties and areas adjacent to properties have been used as dumping grounds for dirt and debris, streets have been left full of mud for extended periods of time, gas, sewer and numerous cable lines had been cut, and the burden to have cable service stored was placed on the homeowners. Many are saddened by the appearance of the golf course. Contract workers were unresponsive to expressions of concern from many homeowners. He would like the City's assurance that the rest of the work would be done with a higher degree of quality and more consideration for the homeowners. He would also like the City Manager's assurance that all the rework that needs to be done will get done, and that the City develops a punch list to identify all the fixes that need to be made. He also noted that in looking through the contract, he did not see a strong set of measures and criteria against which the City could assess the contractor's ability to perform the work.

Councilmember Dixon asked how much more time is left to complete the work.

The City Engineer replied that the work should be completed within the next three weeks; adding there have been some rain days the contractors are expected to claim and some change orders which cause additional time to the contract.

Councilmember Dixon suggests they assign a construction manager on site to make sure works are getting done the way they should.

According to the City Engineer, under the terms of the grant agreement, the design engineer has to have an inspector on site the entire length of the contract to inspect the work, give daily report to the engineer of record including any substandard work in his opinion. The engineer of record decides whether to accept the work or order the contractor to redo the work; which has occurred on a number of occasions.

The City Manager noted that the engineer of record is from a different company. He has done an excellent job identifying the issues; but, whether or not they are being carried out is beyond the City's control.

Councilmember Ramswell noted she lives in the same neighborhood, and that they received a note during the weekend that boiled water notice has ended, and that the water is safe to drink. However, they never received any notice that the water was unsafe to drink in the first place.

The City Engineer explained that the contractor was going to remove and replace a structure. The Destin Water Users (DWU) was concern the contractor would hit the water line; and so they came out to find the closest valve so that they could shut the water off quickly in case the contractor hit the water line. However, when they exorcised the valve it fell apart, and so they issued a boil water notice and notified 65 separate homes.

Ms. Christine Bowen, a resident of Indian Bayou, spoke next. She informed Council that swales were put in around the whole side of her house; they dug through her backyard and damaged their sprinkler system; run over her privacy fence; knocked down trees; and causing thousands of dollars' worth of damage overall.

The City Manager noted that both she and the City Engineer have met with Indian Bayou property owners and gave their personal assurance that the City will take full responsibility and repair everything that needs repair when the contractor leaves, and then send the bill to the contractor.

Councilmember Dixon suggests the City holds the contractor's performance bond and keep their retainage until all the work is done.

Mr. Clark Williams, an Indian Bayou resident, stated it has been a poorly administered piece of public works. The supervising engineer the City hired is not doing his job. No one seems to know what is going on. He suggests issuing a one day stop work order until all the issues are resolved.

Mr. Jack McKeand, an Indian Bayou resident, stated that the workers have not finished anything they have started. There were trash and empty water bottles thrown on people's yards. There were rotted fruits all other the place. They have ruined his brick mailbox and their cable knocked out several times. Their sprinkle system is damaged and half his yard is not being watered. He added he was assured by City representatives things will be taken care of but it has not happened.

Having no further business at this time, the meeting was adjourned at 10:50 PM.

ADOPTED THIS 17TH DAY OF JULY 2017

By:



Scott Fischer, Mayor

ATTEST:



Rey Bailey, City Clerk

**MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
DECEMBER 18, 2017
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 Scott Fischer

Councilmember Chatham Morgan

Councilmember Parker Destin

Councilmember Cyron Marler

Councilmember Tuffy Dixon

Councilmember Prebble Ramswell

Councilmember Jim Foreman

Destin City Staff

City Manager Carisse LeJeune

Deputy City Manager Steven Schmidt

Public Information Manager Doug Rainer

Parks & Rec Director Lance Johnson

Land Use Attorney Kimberly Kopp

City Clerk Rey Bailey

IT Manager Webb Warren

Finance Director Bragg Farmer

Library Director Jurate Burns

City Attorney Jeffrey Burns

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Scott Fischer called the meeting to order at 6:00 PM. Reverend Wayne Brown of the Destin United Methodist Church gave the invocation; which was then followed by the 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)*

Motion by Councilmember Morgan, seconded by Councilmember Destin, to approve the agenda, as amended, passed 6-0 (Council members Morgan, Destin, Marler, Foreman, Dixon and Ramswell voted "yes"; Councilmember Braden was absent from the meeting).

1. APPROVAL OF MINUTES

A) Approval of minutes of September 18, 2017 regular city council meeting

Motion by Councilmember Destin, seconded by Councilmember Ramswell, to approve minutes of September 18, 2017 regular city council meeting passed 6-0 (Council members Morgan, Destin, Marler, Foreman, Dixon and Ramswell voted "yes"; Councilmember Braden was absent from the meeting).

B) Approval of minutes of September 6, 2017 regular city council meeting

Motion by Councilmember Ramswell, seconded by Councilmember Destin, to approve minutes of September 6, 2017 regular city council meeting passed 6-0 (Council members Morgan, Destin, Marler, Foreman, Dixon and Ramswell voted "yes"; Councilmember Braden was absent from the meeting).

2. PROCLAMATIONS / RECOGNITIONS / **SPECIAL PRESENTATIONS / ANNOUNCEMENTS (NO PUBLIC COMMENTS)

- A) Presentation of award for City of Destin Employee of the Year – Lisa Firth, Parks and Recreation Deputy Director

The Mayor presented the City of Destin Employee of the Year award plaque to Parks and Recreation Deputy Director Lisa Firth.

- B) Presentation of awards for the 33rd Annual Destin Christmas Parade winners

The Mayor presented the awards to the following Destin Christmas Parade winners:

Noel Award	Fort Walton Beach / Destin Middle School Band
Elf Award	Random Acts of Kindness Kids (RAKK)
Santa's Helper Award	Rise Dance Center
Civic Award	Fort Walton Beach Mardi Gras Club / Queen Anne
Chamber Award	AJ's
Angel Award	Rocky Bayou Christian School
Crowd Pleaser Award	Impact Life Church

3. PUBLIC COMMENTS ON AGENDA ITEMS THAT ARE NOT PUBLIC HEARINGS (ALL AGENDA ITEMS OTHER THAN THOSE UNDER NUMBER 6)

4. CITY MANAGER REPORTS

- A) Resident Entrance Agreement with Henderson Beach State Park

Finance Director Bragg Farmer explained that the citizens can come to City Hall and purchase a pass for \$30.00 from the City that is good from January to December each year for an entrance to Henderson Beach State Park only. This is a modification to the program whereby a citizen would be allowed to buy a single or family entrance pass at the Henderson Beach State Park that is good for any park in the State, and the City will reimburse the \$30.00 fee they would have paid to purchase the City's annual pass.

Councilmember Morgan moved to authorize the change in the Henderson Beach State Park entrance program to include a reimbursement of \$30.00 for residents who purchase a single or family Florida Park annual pass. Councilmember Ramswell provided a second to the motion, which passes 6-0 (Council members Morgan, Destin, Marler, Foreman, Dixon and Ramswell voted "yes"; Councilmember Braden was absent from the meeting).

- B) Quarterly Financial and Investment Report

The City's Financial Director Bragg Farmer presented the City's financial and investment report to the City Council.

C) Final Report from the Beach Workshop

The City Manager noted that on June 6, 2017, the Destin City Council held a stakeholders' workshop to address issues and concerns related to beach access, disputes between various stakeholders, beach rentals and vendors, emergency access, beach maintenance and cleaning, special events and general recreational activity. The workshop facilitator, Erin L. Deady, was also a certified land planner, and specializes in environmental, local government and land use law. Pursuant to the workshop, a survey was sent to all stakeholders in attendance at the workshop. Ms. Deady analyzed the data, researched the legal framework and case law and provided a final report for the council and staff to review. The goal of the effort is to find common ground among the stakeholders. Common sense solutions and some level of regulation will be the policy decision of the City Council. Based upon the workshop discussion summary table in the report and the conclusions by Ms. Deady regarding the scope and viable alternatives, there is community support for more policies related to beach access and use to mitigate disputes and conflicts. Emergency access and enhancing facilities are supported by all survey participants. An overall public education and outreach program for the public and private users on beach rights would be helpful. There was a high level of interest for increased parking facilities. The 2018 Florida Legislative Session may bring forward state provisions on customary use, and customary use at the local level must be determined by the courts on a case-by-case basis. Staff has reviewed the report and recommended a short-term (0-2 years), intermediate (2-15 years), and long-term (5+ years) solutions as outlined in the report.

Councilmember Dixon moved to accept the City of Destin Beach Access and Use Report, and direct the City Manager to move forward with the recommended actions items; seconded by Councilmember Destin.

Councilmember Ramswell asked if the claim that was going through for Walton County in federal court was upheld, and whether it is something being considered for future implementation.

According to the City Manager, it was her standing there is no sweeping regulation available on customary use; and that everything is taken on a case by case basis when it comes to access to dry sand.

The City's Land Use Attorney noted there was a favorable decision on customary use for the County; and that the others are pending; however, the County's attorney is expecting that decision to be appealed.

The Mayor called for a vote on the motion, which passes 6-0 (Council members Morgan, Destin, Marler, Foreman, Dixon and Ramswell voted "yes"; Councilmember Braden was absent from the meeting).

D) Request to rescind, revise and reissue RFP 17-18-CC, Retail Electric Service

The City Attorney noted that the Mayor, City Manager, the City's Special Counsel Schef Wright and himself recently met with Gulf Power to negotiate renewal of the electrical service contract. He continued that Gulf Power had indicated they would take the negotiation much seriously and come back with an offer next month; and so as a gesture of good faith, they agreed to rescind the RFP at this time. He asked Council to rescind RFP 17-18-CC, Retail Electric Service.

Councilmember Destin moved to rescind RFP 17-18-CC, Retail Electric Service; seconded by Councilmember Dixon (Council members Morgan, Destin, Marler, Foreman, Dixon and Ramswell voted “yes”; Councilmember Braden was absent from the meeting).

Councilmember Foreman stated he would support rescinding the RFP at this time; but, he would ask to bring it back if they do not start having a serious ongoing negotiation soon.

The Mayor opened the floor for public comments.

Mr. Mark Robertson, a Destin resident and a candidate for the City Council, asked Council to seize and desist their effort to purchase the electrical system for the City of Destin. He continued that the public has grave concern about the disruptions this action would have on the entire community.

The Mayor called for a vote on the motion, which passes 6-0.

E) Announcements

The City Manager made the following announcements:

- Residential bulk pick-up will take place on Saturday, December 30th due to the Christmas Holiday. The regularly scheduled bulk pickup will resume on January 8th.
- City facilities will be closed on December 25th and 26th for Christmas, and January 1st for the New Year
- Destin Christmas Parade video is available on the City’s YouTube channel. Visit www.cityofdestin.com for the link
- Gulf Power annual tree trimming to begin in early January
- Ms. Jennifer Bryla is the new Community Development Director

5. FIRST READING OF ORDINANCES NOT REQUIRING PUBLIC HEARINGS (NO PUBLIC COMMENTS)

- A) First reading of Ordinance 17-15-CC, amendments to mobile vending language and definitions

The City Attorney read proposed Ordinance 17-15-CC by title; and then presented it to the City Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, RELATING TO MOBILE VENDING; PROVIDING FOR THE CREATION OF CHAPTER 13, ARTICLE IX, MOBILE VENDING PERMITS; DEFINING MOBILE VENDOR; REQUIRING A NONTRANSFERABLE PERMIT FOR MOBILE VENDING; PROVIDING A PROCESS FOR PERMIT APPLICATIONS; PROVIDING FOR REVOCATION OF PERMITS; PROVIDING FOR INCORPORATION INTO THE CODE OF ORDINANCES, CONFLICTING PROVISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

The Land Use Attorney explained that the proposed ordinance is only dealing with permitting for mobile vending. It does not involve any zoning issue.

Councilmember Destin announced he would abstain from voting as he owns a good truck in the South Harbor district.

Motion by Councilmember Dixon, seconded by Councilmember Marler, to approve Ordinance 17-15-CC on first reading and direct staff to schedule it for second reading passed 5-0 (Council members Morgan, Marler, Foreman, Dixon and Ramswell voted "yes"; Councilmember Destin abstained from voting; Councilmember Braden was absent from the meeting).

6. PUBLIC HEARINGS

- A) First reading of Ordinance 17-29-PC, which amends Comprehensive Plan: 2020 by amending the Future Land Use Map (FLUM) designation of 802 Cross Street, from Bay Estates (BE) to Low Density Residential (LDR)

The City Attorney read proposed Ordinance 17-29-PC by title; and then presented it to the City Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING COMPREHENSIVE PLAN: 2020; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR THE ADOPTION OF A SMALL SCALE AMENDMENT TO THE COMPREHENSIVE PLAN FUTURE LAND USE MAP TO INCLUDE A CHANGE IN FUTURE LAND USE DESIGNATION OF A PARCEL OF LAND FROM BAY ESTATES (BE) TO LOW DENSITY RESIDENTIAL (LDR); PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The City's Community Development Director Jennifer Bryla noted this is a small scale citizen initiated comprehensive plan amendment to allow for smaller lots that would be allowed in the Bay Estates community. It will be a change in Future Land Use Designation of a parcel of land from Bay Estates to Low Density Residential (LDR).

The Land Use Attorney stated this is a legally sufficient request.

The City Attorney swore-in the following individuals for testimony:

- Mr. Mark Siner
- Mr. Josh Riker

Mr. Mark Siner, President/Owner of Choctaw Engineering and the agent for the applicant, spoke on the subject. He stated that this request pertains to a corner lot on Sibert Avenue, and that it is an exact same request they presented to Council a year ago. The owner of the lot would like to take the north side of the piece of property and convert it from Bay Estates to LDR that would allow the property to be developed. The 100' x 300' lot at the corner of Cross Street and Sibert Avenue wishes to divide the northwest 150' of the lot into two 75' x 100' lots. The result would be one 100' x 150' lot fronting on Cross Street and two 75' x 100' lots fronting on Sibert Avenue.

Mr. Josh Riker, the lot owner and applicant, stated that his purchase of the property was contingent on being able to sub-divide it into 3 lots. He then met with the City planner to find out if this is feasible, and was told everything he is doing makes sense; and so he went forward with the purchase of the property. He stated part of the property that is on Cross Street would stay Bay Estates. He would like to move the other part of the property that is located on Sibert Avenue, where about 85 percent of that road is LDR, halfway into his property. He continued last year's request had the support of the staff and the unanimous support of the Local Planning

Agency. It was approved by the City Council on first reading by a 5-2 vote; but, then failed 3-4 on second reading. A lot of misinformation was provided at the last meeting, including the use of the term "spot zoning" to describe what he was planning to do. He added that he followed the proper procedure, and that he should not be penalized because the City denied the previous owner the opportunity to do exactly what he is trying to accomplish now.

Councilmember Ramswell asked what would keep other properties such as 804 Cross Street or 806 Cross Street from trying to do the same thing.

Councilmember Morgan stated that geography would prevent it from happening; adding there is not a 300 foot of frontage on another street.

Councilmember Dixon stated that the City is doing everything to protect as many trees as possible; and that he would like the applicant to take this into consideration when they build the homes.

Mr. Riker stated that the value of the property when they put a home on it is the trees; but, unfortunately a previous owner of the property clear cut about 80 percent of the back half of the property to store boat trailers and boats. His plan was to keep the majority of the remaining trees.

The Mayor asked if any member of the public wish to make a general statement regarding this matter.

Mr. Mike Raim, a Destin resident, expressed his support of the project. He stated it is a beautiful lot. The plan is extremely sensitive to the trees, and the trees will be preserved. He also believes this project will beautiful the neighborhood and increase the City's coffers within the next two years. He urged for Council's approval of the application.

Mr. Patrick Polish, a Destin resident, stated that the property sat empty for a long time and people dumped all kinds of materials on it once in a while. The neighbors behind it use it as a thoroughfare, which is not its intended purpose. He stated that Mr. Riker is a small businessman who builds nice homes, and that this project will add to the neighborhood. He expressed his support of the proposal.

Ms. Sandy Trammell stated she is a homeowner on Bay Estates and she wants to make sure the area where she lives stays zoned the way it was when they bought their property. She urged the Council to disapprove the application, even though the houses the applicant plans to build may be quality houses.

Ms. Bonny Todd, a Destin resident, stated that she totally support Ms. Trammell's position on this matter.

Motion by Councilmember Dixon, seconded by Councilmember Marler, to approve Ordinance 17-29-PC on first reading and direct staff to schedule it for second reading passed 5-1 (Council members Morgan, Destin, Marler, Foreman and Dixon voted "yes"; Councilmember Ramswell voted "no"; Councilmember Braden was absent from the meeting).

- B) First reading of Ordinance 17-30-LC, which amends the Official Zoning Map designations of the easterly ½ of a parcel of land located at 802 Cross Street, from Bay Estates (BE) to Low Density Residential-Village (LDR-V)

The City Attorney read proposed Ordinance 17-30-LC by title; and then presented it to the City Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2 ZONING MAPS TO INCLUDE A CHANGE IN THE ZONING DESIGNATION OF THE EASTERLY 150 FEET OF 802 CROSS STREET, DESTIN, FLORIDA FROM BAY ESTATES (BE) TO LOW DENSITY RESIDENTIAL-VILLAGE (LDR-V); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

According to the City Attorney, evidence and testimonies that would be presented in this case would be similar to those submitted in the previous hearing; and that if the City staff, applicant and City Council could stipulate to that fact, these evidence and testimonies need not be repeated.

Mr. Siner, Mr. Riker, and the City's Land Use Attorney stipulated for the record the evidence and testimonies previously provided would remain the same.

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

Motion by Councilmember Dixon, seconded by Councilmember Foreman, to approve Ordinance 17-30-LC on first reading and direct staff to schedule it for second reading passed 5-1 (Council members Morgan, Destin, Marler, Foreman and Dixon voted "yes"; Councilmember Ramswell voted "no"; Councilmember Braden was absent from the meeting).

- C) First reading of Ordinance 17-16-LC, mobile vending regulations

The City Attorney read proposed Ordinance 17-16-LC by title; and then presented it to the City Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO MOBILE VENDORS; CREATING SECTION 7.21.00, REGULATING MOBILE VENDORS; ESTABLISHING ZONING AND LOCATIONAL REQUIREMENTS; REGULATING PARKING, MAINTENANCE, DISPLAYS AND SIGNAGE FOR MOBILE VENDORS; PROVIDING FOR ADDITIONAL REGULATIONS AND PROHIBITIONS FOR MOBILE VENDORS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE, CONFLICTING PROVISIONS, SEVERABILITY, AND 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 and turned the matter over to the City Council for their discussion and consideration.

Councilmember Ramswell inquired as to the changes that were made since this ordinance went before the Council.

The Land Use Attorney noted there had been no changes made to the proposed ordinance other than the provision related to noise was deleted because the Council since then passed a noise ordinance.

Councilmember Dixon brought up the fact that 10 or 15 years ago an ice cream vendor was grandfathered in to the current regulation. He asked if the proposed ordinance, if passed, would affect the grandfathering status of that vendor.

According to the Land Use Attorney, that grandfather clause was in the right-of-way provision of the land development code. The proposed ordinance would not affect that grandfather clause whatsoever.

Councilmember Morgan noted that the map that was included in the report is not legible, and so he has no way of knowing where food trucks are allowed to operate. He asked if "short term operations" include Ace Hardware and Barbary Coast located on Main Street.

Deputy City Manager Steven Schmidt explained that the short term operations are allowed basically in the same two districts as the long term operations, which are the South Harbor Mixed Use and Calhoun Mixed Use districts. They are also allowed in the North Harbor Mixed Use district, which is the north side of U.S. Hwy 98 and Harbor District.

Councilmember Dixon wants to make sure they are not taking away the ability of small businesses to promote their business by utilizing food trucks occasionally to bring people in.

Mr. Schmidt explained this is an expansion of the current code for mobile vending; adding that mobile vending is not currently covered under the code, and is specifically excluded from all the rights-of-way.

Councilmember Ramswell pointed out the Ace Hardware is located in the Town Center Mixed Use which is not included.

Councilmember Morgan moved to direct staff to include the Town Center Mixed Use as an allowable district for short term operations and to bring the ordinance back for first reading; seconded by Councilmember Dixon. Motion passed 6-0 (Council members Morgan, Destin, Marler, Foreman, Dixon and Ramswell voted "yes"; Councilmember Braden was absent from the meeting).

- D) First reading of Ordinance 17-28-LC, that would allow "Medical Marijuana Treatment Center Dispensing Facilities" as a permitted use in the same zoning districts as pharmacies

The City Attorney read proposed Ordinance 17-28-LC by title; and then presented it to the City Council on first reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO MEDICAL MARIJUANA; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AN AMENDMENT TO LAND DEVELOPMENT CODE SECTION 3.00.01. DEFINITIONS; PROVIDING FOR

AN AMENDMENT OF LAND DEVELOPMENT CODE SECTION 7.12.06
ZONING DISTRICTS, TABLE 7-2: TABLE OF ALLOWABLE USES;
PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT
CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Manager explained that the State of Florida had put together legislation that gave the City the regulatory framework. If the City wants to allow a medical marijuana treatment center dispensing facilities within the City, then they would need to treat these facilities just as if they were other pharmacies such as Walgreen or CVS. The proposed ordinance would be permitting them as a use in the same zoning district as pharmacies.

Councilmember Dixon moved to approve Ordinance 17-28-LC on first reading and direct staff to schedule it for second reading; seconded by Councilmember

The Mayor opened a public hearing to receive comments for or against the proposed ordinance.

Mr. Mark Robertson, a Destin resident, stated that he spent over 10 years being a substance abuse counselor. Though medical marijuana may have some advantages and it is much less addictive than opioid, he opposes putting a marijuana dispensing facility in the Industrial area of Destin as there is a Hispanic Church as well as a family business in that area. He stated that people in pain and over medicated usually have impaired judgment as they drive to and from this facility ; and so he would like Council to consider such things as traffic safety, sidewalks, and lighting when making a decision on this matter.

Mrs. Lisa Robertson, a Destin resident, noted there is also a bus stop across from a City park and about 200 feet from the Industrial Road. There are also several churches and a veterinarian clinic in that area. It is a total community, and it is not a place to put a medical marijuana dispensary.

Councilmember Dixon noted the original plan was to put the medical marijuana dispensary in the Industrial area; however, according to the current legislation, if they allow a medical marijuana dispensary, they would have to put in the same area where they allow pharmacies.

Having no further comments from the public, the Mayor closed the public hearing and turned the matter over to the City Council for further discussion.

Having none, the Mayor called for a vote on the motion, which passes 5-1 (Council members Morgan, Destin, Foreman, Dixon and Ramswell voted "yes"; Councilmember Marler voted "no"; Councilmember Braden was absent from the meeting).

E) Second reading of Ordinance 17-31-CC, no wake zone on Joe's Bayou boat launching area

The City Attorney read proposed Ordinance 17-31-CC by title; and then presented it to the City Council on second reading.

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO JOE'S BAYOU BOAT RAMP AREA, BOATING SAFETY ZONES; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AMENDMENT OF THE CODE OF ORDINANCES CHAPTER 5, BOATS, HARBORS

AND WATERWAYS, ARTICLE II, RESTRICTED AREAS – JOE’S BAYOU, SECTION 5-29, FINDINGS FACT, SECTION 5-30, DEFINITIONS, SECTION 5-31, RESTRICTED AREAS, SECTION 5-32 PROHIBITED ACTIVITY, SECTION 5-33 REGULATORY MARKERS, SECTION 5-34, PENALTY, ESTABLISHING BOATING RESTRICTIONS/REGULATIONS FOR THE JOE’S BAYOU BOAT RAMP AREA; ESTABLISHING AN IDLE SPEED – NO WAKE ZONE ADJACENT TO THE JOE’S BAYOU BOAT RAMP AREA, PROVIDING FOR PENALTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND, PROVIDING FOR AN EFFECTIVE DATE.

The City Manager noted that Council has expressed its desire to establish an “Idle Speed/No Wake” zone in the Joe’s Bayou boat launching facility to protect the safety of the public. Establishing the “Idle Speed/No Wake” zone is a multi-step process administered by the Florida Fish & Wildlife Conservation Commission (FWC). The first step of the process is to approve and codify an ordinance that meets the requirements set forth in the Florida Statutes. Following the codification of the ordinance the City can make application to the FWC for a Florida Uniform Waterways Marker permit. Once the complete permit application is received by the FWC, their review process will take a minimum of 42 days. Once FWC approved the permit, it will allow the City to place and maintain waterway markers establishing the boundaries of the boating restriction area adjacent to the City’s boat launching and recovery facility.

Councilmember Dixon moved to approve and codify Ordinance 17-31-CC on second reading and instruct staff to move forward with the remaining FWC permitting requirements, seconded by Councilmember Marler.

Councilmember Dixon asked that they provide FWC the number of boats launched in the summer time and not during the winter period.

Motion passed 6-0 (Council members Morgan, Destin, Marler, Foreman, Dixon and Ramswell voted “yes”; Councilmember Braden was absent from the meeting).

7. *CONSENT AGENDA (NO PUBLIC COMMENTS)

- A) Request approval for Northwest Florida Track Club, Inc. to use City streets to hold their 6th Annual Round the Bay Relay on Saturday, December 30, 2017

Motion by Councilmember Dixon, seconded by Councilmember Marler, to approve Consent Agenda item #7A, as printed above, passed 6-0 (Council members Morgan, Destin, Marler, Foreman, Dixon and Ramswell voted “yes”; Councilmember Braden was absent from the meeting).

8. COMMENTS/PRESENTATIONS FROM MAYOR, COUNCIL, LAND USE ATTORNEY AND CITY ATTORNEY (NO PUBLIC COMMENTS)

- A. Councilmember Braden
- B. Councilmember Ramswell
- C. Councilmember Dixon
- D. Councilmember Foreman
- E. Councilmember Marler
- F. Councilmember Destin
- G. Councilmember Morgan
- H. Mayor Fischer
- I. Land Use Attorney
- J. City Attorney

9. COMMENTS/CONCERNS FROM THE AUDIENCE/PUBLIC ON ANY MATTERS CONSIDERED AT MEETING, OR ON ANY MATTERS NOT ON THE AGENDA

Ms. Bonny Todd informed the Council she has not received any favorable results with regards to her complaint about the lighting at the Destin United Methodist Church; and that the church has recently hired a lawyer to handle the situation. She remarked that this problem has been going on for nearly 9 years, and that she has not been treated well by City staff and the church. She had given the Council copies of documents that prove the church has been in violation of the code, and that nothing is being done about it.

Councilmember Ramswell stated the conditional permit seemed very contradictory because it was very clear cut that if the light is a nuisance and an issue to the neighbor, then it is to be considered in violation. She also stated the LED lights seemed to be measured differently than the prior light.

Ms. Bryla explained that with regards to the conditional permit, if there was a nuisance that was identified, then the property owner needed to submit a photometric plan. The property owner submitted a signed and sealed photometric plan from a professional engineer showing all the light levels were at zero. She also stated that foot candles are measured whether it is an LED, clandestine or high pressure sodium. This is a measurement they use to get their lighting levels.

Councilmember Ramswell argues that foot candle is different than an actual brightness level. She continued that the issue with the LED light is that they omit less wattage; whereas the foot candle may be the same but they are brighter.

Ms. Bryla maintains that the light is measured differently but the light level is exactly the same; which was the reason they got a different light measurements apparatus to be able to accurately measure the foot candles.

Councilmember Dixon moved to have the Mayor and City Manager meet with Ms. Bonny Todd and other concerned neighbors, invite a representative from the Destin United Methodist Church (DUMC), and try to resolve issues relating to DUMC's outdoor lighting. Motion passed 6-0 (Council members Morgan, Destin, Marler, Foreman, Dixon and Ramswell voted "yes"; Councilmember Braden was absent from the meeting).

A speaker who is a Destin resident informed Council she is one of Ms. Todd's neighbors and that she agrees with Ms. Todd that the light is a nuisance; and that according to the conditional permit, it should be addressed because it is a nuisance to the neighbors. Everyone seemed to be ignoring the issue. The Council asked a church representative to ask the head of the church if they would be willing to spend some money to mitigate this issue, but nothing has been done and it was never put back on the agenda.

Councilmember Destin noted that the church sent the City a letter from their lawyer stating they are not willing to take action to mitigate the situation, and that the only action available to the complainant is to sue them. He continued that since the light has been approved and still meets code, the only thing the City could do is try to mediate the situation and hope that the church comes to the table and work with the City and Ms. Todd.

Ms. Margie Sellers, a Destin resident, stated that she and her family chose Destin as their destination to live forever. She stated they understood and applaud the Council for trying to come up with ways to save the citizens money on their electric bills and coming up with more money for the City. They have read all the materials pertaining to the possible Gulf Power electric acquisition, including those from the social media as well as materials from the Family Businesses for Affordable Energy. They have come to a conclusion that the City running its own electric power or sourcing it out is a reckless idea for the entire community.

Councilmember Foreman stated they are trying to do the proper thing by trying to find something better for the City and at the same time negotiating a new contract with Gulf Power.

Councilmember Morgan stated there had been some propaganda from the lobbyist group that is paid for by Gulf Power. Gulf Power is responding to their shareholders while this City Council is responsible for the City of Destin, and that they are doing what they think is to the best interest of its citizens.

Councilmember Ramswell noted there had been a lot of misinformation being circulated. The City's goal is fact-finding and trying to consider all their options and represent the best interest of the residents of Destin.

Ms. Patti Brown, a Destin resident, stated that lobbyists from Washington DC have made their way into the City's Short Term Rental Task Force and sending letters out to the community and trying to derail what the Task Force is trying to do to mitigate the short term rental issues. She also stated that medical marijuana is big business and the City really needs to keep a close eye on this issue, which is highly abuse in California.

Ms. Leigh Moore representing Howard Group stated there had been a lot of discussion on what the residents are paying for their electric bills, but what the business customers are paying has not been addressed; which is a much bigger dollar amount for a lot of businesses and could become a huge issue for companies. This is an area that supports and promotes small businesses, which are vital to the health of the City. She urged the Council to stay the course, to look at all options and try to get the best deal possible for the City.

Mr. Mark Robertson, a Destin resident, expressed concern about the curve on Airport Road where there had been several roll over vehicle accidents over the past few years.

According to the Mayor, there had been a recent study done on that area of the road and there have been some improvements in the works to remedy the situation.

Mr. Dewey Destin, a Destin resident and business owner, stated that the 90 percent design for the Heritage Park has been done. They noticed that the reduction of the bluffs is still included in the plan. He stated they have a lot of heritage oaks in their property and so they hired an arborist consultant to study the result of the reduction of the bluffs would have on these trees. He then presented a copy of the study to the City Manager. He stated they tried twice to approach the Harbor CRA Advisory Committee so they could discuss the parameter of the park; but, staff refuses to allow the committee to discuss the issue. The last time the committee reviewed the plan was at the 60 percent mark. They are trying to work with the City to try to preserve these trees as the design would change the hydraulic profile of the area. He also stated that the City does not have the required parking at the present time, and that they are willing to provide some assistance in this matter.

The City Manager stated they could bring the 90 percent plan to the Council if that is the will of the Council. She also noted that when the Harbor CRA Advisory Committee approved the 60 percent plan, the motion stipulated that if there were any changes to the plan, it would not have to come back to the committee for a review. There was no requirement to bring the plan back to the advisory board. She continued it was only the last couple of meetings that they asked to see the plan; but by that time, the plan had gone up to the County and approved under the County's 5-year plan.

There was a consensus of the Council to have staff bring back the 90 percent plan for the Heritage Park for Council's review at the next meeting.


Having no further business at this time, the meeting was adjourned at 9:05 PM.

ADOPTED THIS 5TH DAY OF MARCH 2018

By:


Gary Jarvis, Mayor

ATTEST:


Rey Bailey, City Clerk

CITY OF DESTIN



AGENDA ITEM

COUNCIL MEETING DATE: December 18, 2017
TYPE OF AGENDA ITEM: City Manager's Report

TO: City Council
FROM: City Manager/Carisse LeJeune *OML*
DATE: December 12, 2017
SUBJECT: Final Report from Beach Workshop

I. BACKGROUND: On June 6, 2017, the Destin City Council held a stakeholder's workshop to address issues and concerns related to beach access, disputes between various stakeholders, beach rentals and vendors, emergency access, beach maintenance and cleaning, special events (weddings) and general recreational activity. The City Council desires to mitigate disputes, improve our "Beach Brand", protect the public health, safety and welfare, and improve the beach experience for all.

The Facilitator for the workshop, Erin L. Deady, P.A., is also a certified land planner, a LEED AP, and specializes in environmental, local government and land use law. Pursuant to the workshop, a survey was sent to all stakeholders in attendance at the workshop. Ms. Deady analyzed the data, researched the legal framework and case law, and provided a final report for Council and staff review. The goal of the effort is to find common ground among the stakeholders. Common sense solutions and some level of regulation will be the policy decisions of the City Council.

II. DISCUSSION: Based upon the Workshop Discussion Summary Table in the report and the Conclusions by Ms. Deady regarding the scope and viable alternatives, there is community support for more policies (regulations) related to beach access and use to mitigate disputes and conflicts. Emergency access and enhancing facilities are supported by all survey participants. An overall public education and outreach program for the public and private users on "beach rights" would be helpful. There was a high level of interest for (increased) parking facilities. The 2018 Florida Legislative Session may bring forward state provisions on customary use, and customary use at the local level must be determined by the courts on a case-by-case basis.

Staff has reviewed the report and the following are action item recommendations to the City Council for Short-Term (0-2 years), Intermediate (2-5 years), and Long-Term (5+ years) solutions.

<i>Short-Term (0-2 years)</i>	<i>Intermediate (2-5 years)</i>	<i>Long-Term (5+ years)</i>
Ambassador Program. Education & Enforcement of beach regulations. Work collaboratively with vendors toward self-regulation (involve property owners) & establishing vendor zones. Establish Park Ranger program (Parks Maintenance staff with Level I Code Enforcement Certification).	Trolley System/Enhanced Multi-Modal. Work with Henderson State Park, Okaloosa County and local businesses to establish Trolley system for transport to beach, Harbor and other destination locations.	State Legislation. Work with state representatives to support legislation regarding public beach access.

<i>Short-Term (0-2 years)</i>	<i>Intermediate (2-5 years)</i>	<i>Long-Term (5+ years)</i>
Leave No Trace Program (Phase I). Establish enacting ordinance. Establish "Brand" through education, signage and social media. Partner with Chamber, TDC, DWU, OCSO, WM, FD and other sister agencies.	Leave No Trace Program (Phase II). Expand partnerships with hotels, condos, long-term/short-term rentals. Additional signage, brochures & activities. Include other sustainable practices to reduce waste and protect natural resources and habitats.	Leave No Trace Program. Ongoing efforts to maintain the Brand and work collaboratively with private property owners, businesses, agencies and educating the public.
Safety/Maintenance Corridor. Work collaboratively with vendors, property owners, OCSO & FD to establish two open corridors at foot of the dune and the water's edge.	TDC Funding. Submit for additional funding to further Leave No Trace Program, increased maintenance and new/improved infrastructure.	Beach Front Property Acquisition. Identify and request TDC funding for the purchase of additional beach front property for public beaches and facilities.
Parking Solutions. Begin process to acquire land in Crystal Beach for additional parking.	Parking Solutions. Continue to identify and construct public parking in Crystal Beach and other beach access areas.	Establish Rights of Access in Dry Sand. This can be achieved through prescriptive easement, express or implied dedication, mandatory dedication, reservations or customary use, on a case-by-case basis.
Review and update current regulations for Council approval.		

- A. **Link to Strategic Goals /Objectives:** Enhanced Quality of Life and Safety for Families
- B. **Effect on Budget (EOB):** To Be Determined
- C. **Level of Service (LOS):** Improve Destin's "Beach Brand" and implement solutions to mitigate disputes related to beach access and use between various stakeholders.

III. **CONCLUSION:** The final report for the City of Destin Beach Access and Use provides a comprehensive background of the issues and concerns of the City Council and illustrates the legal framework surrounding public access versus private ownership. Challenges and potential solutions were discussed at the workshop and are summarized in the attached report. A survey was generated to all the stakeholders in attendance at the workshop and several conclusions were reached regarding beach access and use policy. Staff has reviewed and vetted the report and provides recommended policy decisions for the Council's consideration.

IV. **RECOMMENDED MOTION:** I move to accept the City of Destin: Beach Access and Use Report and direct the City Manager to move forward with the recommended action items.

- Atch. A: City of Destin: Beach Access and Use Report (10/02/17)
- Atch. B: Survey Data
- Atch. C: Additional Survey Responses



**CITY OF DESTIN:
BEACH ACCESS AND USE
REPORT**
OCTOBER 2, 2017

A. Background

The City of Destin has undertaken an effort seeking to improve its “Beach Brand” and also mitigate disputes related to beach access and use between various stakeholders. Such uses include beach rentals and vendors, emergency access, beach maintenance and cleaning, special events (weddings) and general recreational activity. These uses can create standalone conflicts or they can be coupled with real or perceived private ownership rights. At the heart of the access and use issue, are the actual rights associated with ownership, as well as potential solutions to solve disputes. In conjunction with these issues raised by access and use, private property owners can also be impacted by any solutions the City implements. Meeting goals for enhancing the uses for stakeholders, protecting the public health, safety and welfare and improving the beach experience for all, the City will be making a policy investment in an important component of its tourist economy.

Fundamental to mitigating such disputes is an understanding of the various geographical areas of the beach, their uses and the bundle of rights that exists associated with those areas. Distinguishing those rights is based upon legal doctrine including the public trust doctrine, customary use and other regulatory tools that local governments may utilize to appropriately regulate such uses to protect the public.

The goal of this effort is to find common ground among the stakeholders to arrive at common sense solutions which may include some level of regulation with a focus on public health, safety and welfare. The issues the City of Destin is experiencing with regard to beach access and use are being seen across the state. The City reviewed other examples of initiatives local governments have implemented related to similar conflicts, mindful of current litigation related to customary use in Walton County. Further, legislation was offered in the 2017 Legislative Session recognizing the jurisdiction of the courts to adjudicate disputes with regard to establishing dry sand rights under the doctrine of customary use. Arriving at solutions with stakeholders now is a proactive approach to what is becoming an increasingly important problem to solve in the City and across the State.

B. Legal Framework

Florida law is fairly clear on the public’s rights to use lands below the mean high water line, or the wet sand portion of the beach. The use of the beach ancillary to swimming or recreating in the ocean or wet sand area becomes a more nebulous topic because of the lack of clarity over use of the dry sand. In some instances, access to the wet sand is clear because there is a public park or access point landward of the wet sand. In other instances, the dry sand area access is complicated by private ownership along the dune line. Finally, some court cases in Florida have

of occupation.⁶ For the purposes of clarity, case law has recognized the public's right to recreation ancillary to use of the ocean, which included "reclining in the soft sand".⁷ In *White*, the court found the public right of access is 'superior' over other uses of the beach, but that right was not exclusive to the beachgoer.⁸ The principle to draw from with regard to access conflicts is that public's right to enjoy lands (protected by the public trust doctrine) is generally held to be superior to other access rights, but that right is not held exclusively for recreational purposes.

The rights of access in the dry sand can be established through several mechanisms including: prescriptive easement, express or implied dedication, mandatory dedication, reservations or customary use.⁹ Customary use is the mechanism used to establish these rights receiving the most attention within case law and recent statutory treatment. "Where the public has established over time a right to use the beach, private property owners may not interfere with the continued enjoyment of that right. However, to establish a customary use right, the use must be 'ancient, exercised without interruption, peaceable and free from dispute, reasonable, certain, obligatory, and consistent with other customs or other laws'."¹⁰

In, *City of Daytona Beach v. Tona-Roman Inc.*, the court found that the general public may continue to use dry sand area (observation tower proximate to a private pier) for usual recreational activities because of the right gained through custom to use the particular area as

⁶ Sections 187.201(8)(b)(2) and 161.55(5), F.S. setting forth the public's right, but not including any right to dry sand. Section 187.201(8)(b)(2), F.S. ensures the public's right to reasonable access to beaches. [Emphasis added]. Section 161.55(5), F.S. "Where the public has established an accessway through private lands to lands seaward of the mean high tide or water line by prescription, prescriptive easement, or any other legal means, development or construction shall not interfere with such right of public access unless a comparable alternative accessway is provided. The developer shall have the right to improve, consolidate, or relocate such public accessways so long as the accessways provided by the developer are:

- Of substantially similar quality and convenience to the public;
- Approved by the local government;
- Approved by the department whenever improvements are involved seaward of the coastal construction control line; and
- Consistent with the coastal management element of the local comprehensive plan adopted pursuant to s. 163.3178."

⁷ *White v. Hughes*, 190 So. 446 (Fla. 1939). Stating, "Bathers have the 'right of water' to use the beach, not only for access to and from the water, but for reclining on the beach near the water's edge for rest and recreation between their dips in the surf..." While the case dealt with a sunbather who was hit by a car driving on the beach, many of the fundamental principles still are relevant today.

⁸ *Id.* at 453 stating, "In other words, [the public] should not take advantage of their superior but not exclusive right to use and enjoyment of the ocean beach." See also *Sallas v. State*, 124 So. 27, 28 (Fla. 1929) stating, "The fact that Atlantic and Jacksonville Beaches have been made public highways by legislative enactment in no way modifies or restricts the use and right of the pedestrian public in the use of them for lawful purposes... that right [is] equal to, if not superior to, that of the motorist."

⁹ The purposes of brevity, only customary use is summarized since that is at issue in the Walton County litigation and was the subject of the statutory preemption included in HB 735 of the 2017 Legislative Session.

¹⁰ Erika Kranz, *Sand for the People: Sand for the People: The Continuing Controversy Over Public Access to Florida's Beaches*, 83 Fla. B.J. 10 (2009), citing, Sullivan, *Laying Out an "Unwelcome Mat" to Public Beach Access*, 18 J. Land Use at 336.

ownership or legal control of these areas and regardless of whether the public has been expressly or impliedly allowed use of that area by a private property owner who may hold title to such area?

2. Whether the City of Destin's authority to apply the beach management ordinance to the dry sand portion of the beach is dependent on the existence of a customary right of recreational use by the general public as enunciated by the Supreme Court of the State of Florida in *City of Daytona Beach v. Tona-Rama, Inc.*?

3. Whether a private property owner holding title to certain dry sand areas of the beach falling within the area defined as "beach" within the beach management ordinance may utilize local law enforcement and enforcement of state trespass laws to curtail or discourage the public's right of customary use to this same dry sand area of the beach?

<p>#1- Application of beach management ordinance in dry sand regardless of ownership</p>	<ul style="list-style-type: none"> The City of Destin may regulate in a reasonable manner the beach within its corporate limits to protect the public health, safety, and welfare. This regulation must have a rational relation to and be reasonably designed to accomplish a purpose necessary for the protection of the public. The city may not exercise its police power in an arbitrary, capricious, or unreasonable manner. Such regulation may be accomplished regardless of the ownership of this area, with the exception of state ownership, and without regard to whether the public has been expressly or impliedly allowed to use that area of the beach by a private property owner who may hold title to the property.
<p>#2- Application of beach management ordinance dependency on customary use</p>	<ul style="list-style-type: none"> The right of a municipality to regulate and control dry sand beach property within its municipal boundaries is not dependent on the finding of the Florida Supreme Court in <i>City of Daytona Beach v. Tona-Rama, Inc.</i> However, that case establishes the "customary use" doctrine in Florida, which may be relied on and would provide direction in cases involving private property rights and trespass.
<p>#3- Private owner's ability to use local law enforcement to discourage customary use of dry sand</p>	<ul style="list-style-type: none"> Portions of this property are subject to private ownership and until a court establishes a "customary right of use" by the public in such real property, the fee owners thereof may make complaints of trespass to local law enforcement officers as they occur.¹⁹

¹⁹ Note, the AGO went on to make specific findings with regard to this question as it involved questions of the law of trespass as follows: Thus, it is my opinion that private property owners who hold title to dry sand areas of the

on a case-by-case basis, and therefore, the County exceeded its authority and acted ultra vires by legislating customary use on a county-wide basis.

On September 26, 2017 the court entered an order finding for the Plaintiffs stating: "It is declared that the beach obstruction amendments to the Walton County Code, specifically, § 22-54(g)(2)(a)(3), to the extent it defines "obstructions [as] including but not limited to ropes, chains, signs, or fences," and § 22-55 to the extent it states, "Obstructions include, but are not limited to ropes, chains, signs, or fences," are facially unconstitutional in violation of the First Amendment and are stricken. This does not impact any other provision of the Walton County Waterways and Beach Activities Ordinance."

On August 15, 2017 numerous condominium associations and individuals also challenged the Walton County Ordinance in Federal Court as violative of Due Process, Equal Protection and Takings laws.²¹ These claims are different than those litigated in the previous litigation with discovery not concluding until February 2018. Given the broader application of these claims, at this time, it is clear Walton County's Customary Use Ordinance remains in contention.

E. June 6, 2017 Workshop

On June 6, 2017, the City convened a public workshop on the Beach Access issue, with the following broad goals:

- To gain a common understanding of rights to the beach
- Ensure that all ideas were collected
- Identify challenges for beach access
- Have the group brainstorm solutions
- Identify future actions

The "wet sand" rights were discussed under the public trust doctrine in that those lands are:

- Held by state in trust use for use by citizens
- Used traditionally for travel, hunting, fishing and recreation
- Private landowners may not exclude others from this area

Florida Law fairly clear on these rights.

The Mean High Water Line was also discussed. It is the "average height of all waters over a period of 19 years" and it doesn't always match the perceived high tide. It is the boundary



²¹ *Seaside Town Council et al v. Walton County*, U.S. District Court for the Northern District of Florida, Case No.: 3:17cv682-MCR/CJK

Workshop Discussion Summary

Identifier	Challenges	Solutions
Issue #1	<ol style="list-style-type: none"> 1. Making sure emergency services can get to people. Ropes, opening, corridor consistently across the area to allow easy travel for response. 2. These also fluctuate and slow response. Reduce obstacles that divert services and reduce areas where people can go. Established corridor key. 3. Duneline important. Vision obscured with lifesaving stations. 4. Can we limit the volume of obstacles? 5. Can we limit timeframes to have beach accessories? 	<ol style="list-style-type: none"> a. a safety corridor b. a maintenance corridor c. well-marked and established that corridor exists (avoids accidents) d. specify the purpose and uses in that area (County ordinances have this and Walton County) e. TOD and water's edge f. event / accident driven and patrol use because of congestion g. Removing/prohibiting chains/ropes h. seek input of vendors in some form (industry association as communications forum)-self regulation (Pre-Season meeting, post season) i. uniform enforcement/education of 20' rule j. prohibitions or limitations on size or type of accessory k. research avenues to clarify mean high water line
Issue #2	<ol style="list-style-type: none"> 1. Different challenge in unincorp v. municipal. 2. Leave no trace may eliminate obstacles that may facilitate better cleaning results. 	<ol style="list-style-type: none"> a. Already started discussion b. Action- forthcoming request to adopt Leave No Trace model program c. Yet TBD private v. public v. both d. What to regulate v. voluntary compliance
Issue #3	<ol style="list-style-type: none"> 1. Overall square footage of designated public beach. 2. More people on limited public beach. 3. Public space diminished rubbing up against privately held beach. 4. Checkerboard of public and private. 	<ol style="list-style-type: none"> a. Acquire or acquire rights to more public beach property b. Analysis of opportunities for feasibility of enhancing beach access and parks citywide (TNC or TPL as third party), feasibility size, price, potential for amenities. They can even suggest method of acquisition.

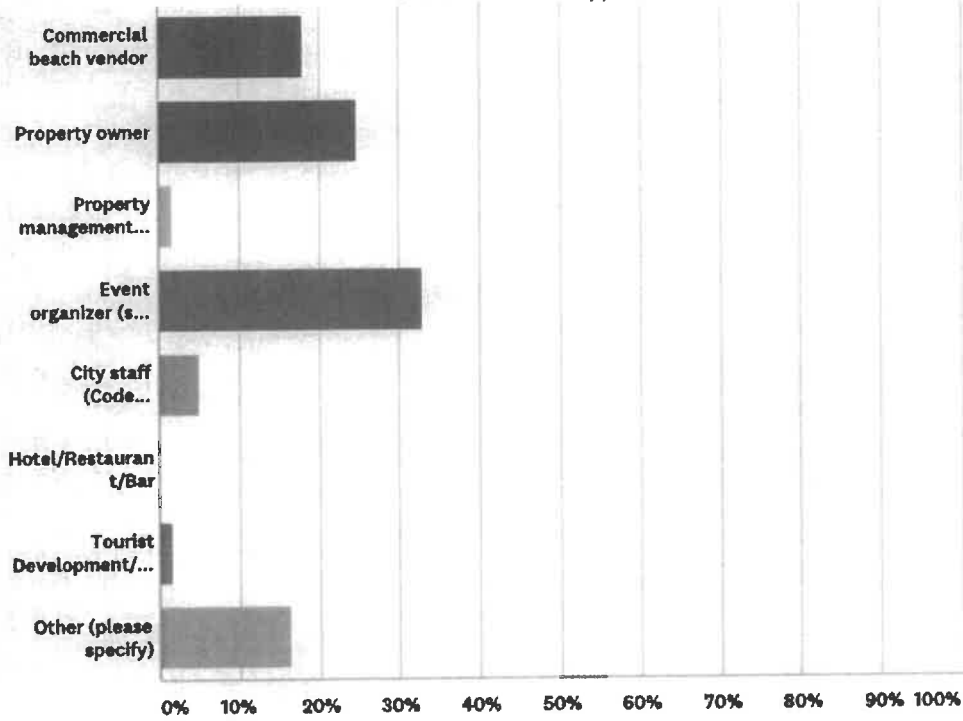
	<p>we can implement.</p> <p>3. Clarify authority to implement.</p>	<p>b. League of Cities/FAC</p> <p>c. Better web materials or Q&A on what can and can't be done</p>
Issue #8 ²²	<p>1. Beach ordinances don't address glass, dogs, etc. on private property.</p> <p>2. Currently applies to public only- uniformity.</p> <p>3. Conflicting information and consistent enforcement.</p>	<p>a. Address in Code cleanup uniformly?</p> <p>b. 15-33 of Destin Ordinance, is it enforceable for uniform application?</p>
Issue #9	<p>1. Lack of unity in goals and cooperation.</p> <p>2. Diminished and turned contentious.</p> <p>3. "Race to the Water".</p> <p>4. Cohesion with vendors and working towards common goals.</p>	<p>a. Vendor zones- public property</p> <p>b. Industry association</p> <p>c. Code enforcement and vendor community cooperation (quarterly meetings)</p> <p>d. TDC is a stakeholder here too</p>
Issue #10	<p>Too high of density and intensity in terms of land uses.</p>	<p>a. Longer term discussion</p>
Issue #11	<p>1. Upkeep, maintenance. At the public beach facilities, there is a problem with keeping them cleaned and maintained.</p> <p>2. Doing this would increase popularity at those areas.</p> <p>3. Facilities serving beaches need to be improved- Restrooms and parking.</p>	<p>a. Relationship here to funding</p> <p>b. Funding of amenities construction v. maintenance of those facilities</p> <p>c. Better coordination with TDC on new facilities</p> <p>d. Meter parking?</p> <p>e. Seek grant funding</p>
Issue #12	<p>1. Private lands held that typically are perceived as publicly available at all times.</p> <p>2. How can those rights co-exist with the shared public rights to not adversely affect private property owners?</p>	<p>a. Education to visitors</p> <p>b. Enforcement of uses permitted there</p> <p>c. Education on Sheriff's enforcement procedures</p>

²² For this discussion follow up, see summary of City of Destin Attorney General Opinion from 2002.

- f. Parking and accessibility
3. The importance of fixing our beach challenges is:
 - a. Parking and beach space for the general public
 - b. Protecting property owner's rights to their beach space
 - c. Providing enough law enforcement and safety personnel
 - d. Enforcing laws on litter, alcohol and behavior of beachgoers
 - e. Allowing weddings and events safely
 - f. Making sure hotel or rental visitors have uncrowded access
 - g. Having sufficient working facilities such as restrooms
 4. Should beach ordinances apply equally to property owners and the public?
 - a. Yes
 - b. I do not know
 - c. No
 - d. If not applied equally, what differences should be made for property owners versus the public?
 5. I believe beach maintenance is:
 - a. Sufficient
 - b. I have no opinion (note tie with "d")
 - c. Insufficient
 - d. Very insufficient and the City should explore how to invest more into beach maintenance
 - e. If insufficient this is what should be improved?
 6. Are you concerned that sectioning off the beach with ropes and fences provides a challenge for safety and/or maintenance?
 - a. Yes
 - b. This doesn't appear to be an issue
 - c. This is not a concern at all
 - d. This is a very important issue because....
 7. Do you support a "Leave No Trace" policy for our beaches that regulates the hours personal items can be left on the beach?
 - a. Yes
 - b. No opinion
 - c. No
 8. Could a "beach ambassadors" program be successful where business owners and residents help educate visitors about beach regulations?
 - a. Absolutely, sign me up!
 - b. I have no opinion
 - c. I do not support this
 - d. This would be a bad idea because....
 9. Please rate the following solutions to beach access issues in Destin:
 - a. Revising the Code of Ordinances to clarify what can and cannot happen on the beach and when
 - b. Establishing an "access zone" within a certain distance of the dune line for public safety and law enforcement purposes (with signage marking them)
 - c. Requiring permits for events and weddings to for public safety and access
 - d. Working on legislative initiatives that streamline and clarify beach access rights

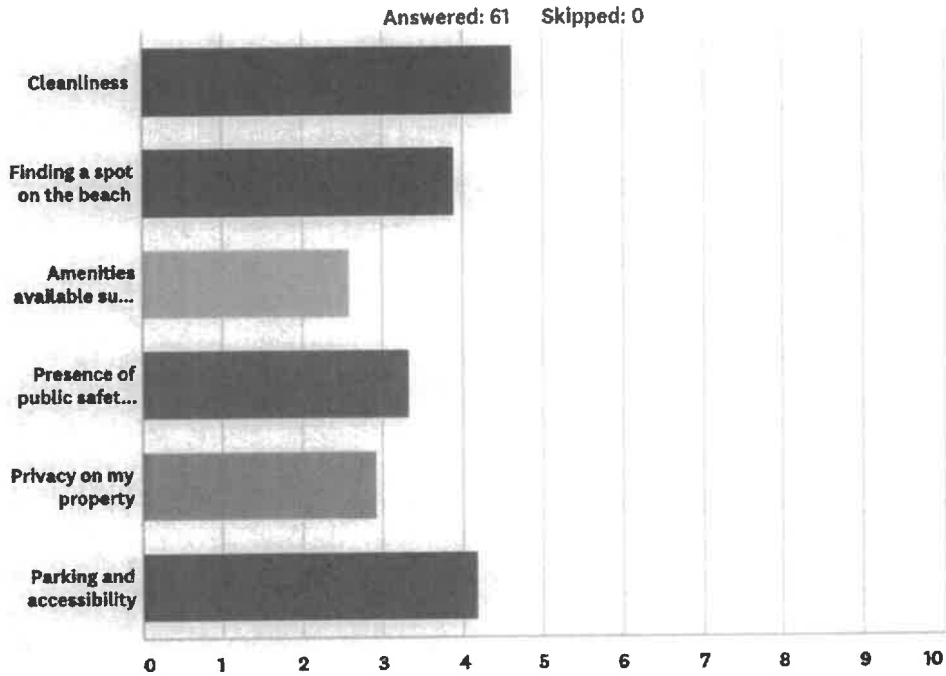
Q1 What is your interest in beach access within the City of Destin?

Answered: 61 Skipped: 0



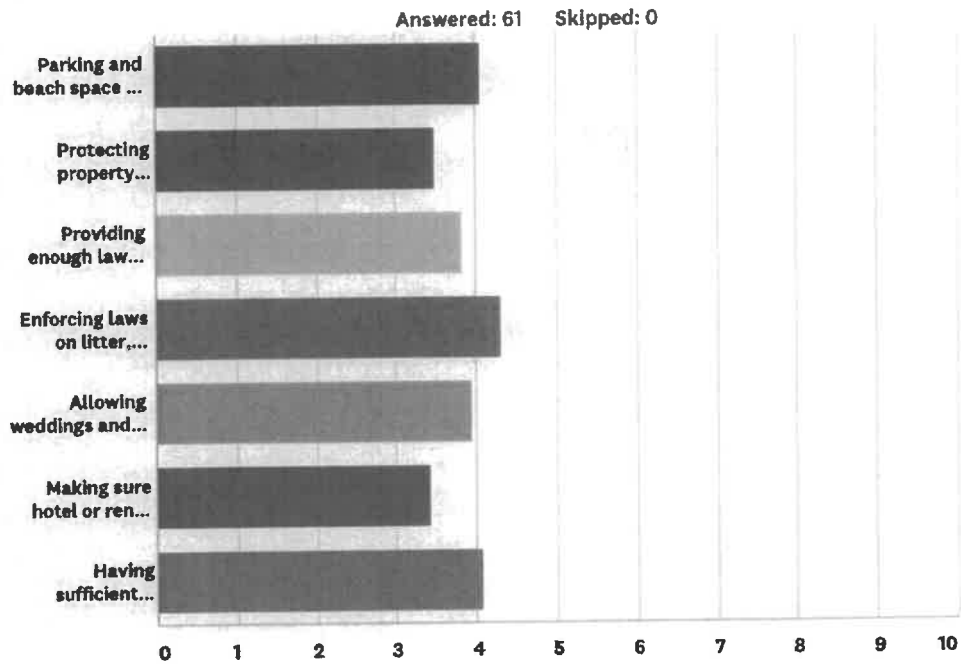
Answer Choices	Responses
Commercial beach vendor	18.03% 11
Property owner	24.59% 15
Property management company	1.64% 1
Event organizer (such as parties or weddings)	32.79% 20
City staff (Code Enforcement, Public Safety, Law Enforcement)	4.92% 3
Hotel/Restaurant/Bar	0.00% 0
Tourist Development/Chamber of Commerce	1.64% 1
Other (please specify)	16.39% 10
TOTAL	61

Q2 Rank the following for importance when visiting the beach in order from 1-6 with 1 being the most important and 6 the least important.



	1	2	3	4	5	6	Total	Score
Cleanliness	32.61% 15	36.96% 17	10.87% 5	8.70% 4	2.17% 1	8.70% 4	46	4.63
Finding a spot on the beach	17.02% 8	25.53% 12	21.28% 10	12.77% 6	12.77% 6	10.64% 5	47	3.89
Amenities available such as chairs and refreshments	10.64% 5	12.77% 6	2.13% 1	8.51% 4	31.91% 15	34.04% 16	47	2.60
Presence of public safety and law enforcement personnel	7.41% 4	5.56% 3	25.93% 14	40.74% 22	14.81% 8	5.56% 3	54	3.33
Privacy on my property	20.00% 11	5.45% 3	10.91% 6	7.27% 4	23.64% 13	32.73% 18	55	2.93
Parking and accessibility	28.07% 16	15.79% 9	28.07% 16	12.28% 7	5.26% 3	10.53% 6	57	4.18

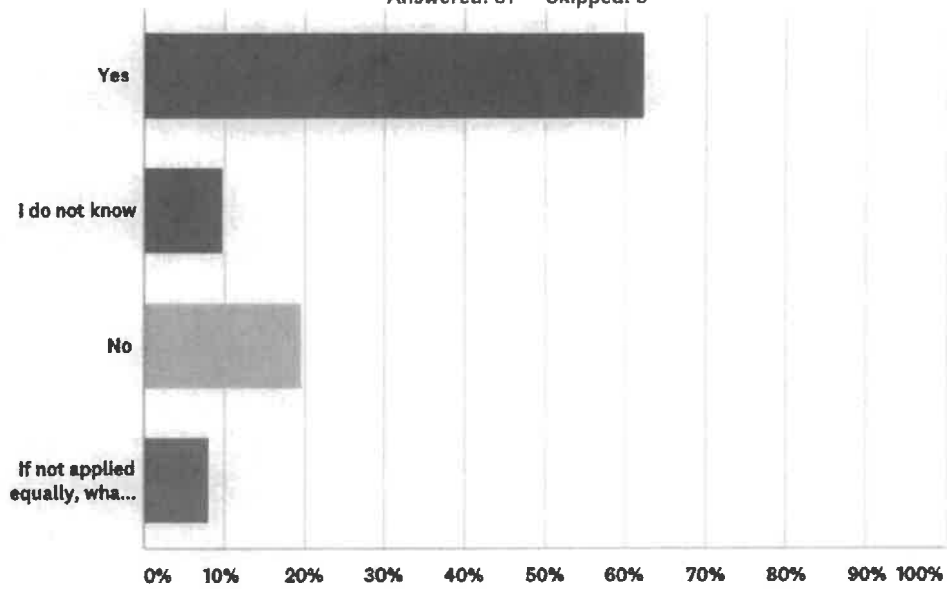
Q3 The importance of fixing our beach challenges is:



	Not important at all	Less important	Neutral	Somewhat important	Very important	Total	Weighted Average
Parking and beach space for the general public	10.00% 6	6.67% 4	5.00% 3	25.00% 15	53.33% 32	60	4.05
Protecting property owner's rights to their beach space	13.79% 8	6.90% 4	27.59% 16	18.97% 11	32.76% 19	58	3.50
Providing enough law enforcement and safety personnel	5.08% 3	6.78% 4	20.34% 12	35.59% 21	32.20% 19	59	3.83
Enforcing laws on litter, alcohol and behavior of beachgoers	3.45% 2	3.45% 2	3.45% 2	37.93% 22	51.72% 30	58	4.31
Allowing weddings and events safely	10.34% 6	10.34% 6	10.34% 6	12.07% 7	56.90% 33	58	3.95
Making sure hotel or rental visitors have uncrowded access	8.62% 5	15.52% 9	24.14% 14	27.59% 16	24.14% 14	58	3.43
Having sufficient working facilities such as restrooms	6.78% 4	8.47% 5	3.39% 2	33.90% 20	47.46% 28	59	4.07

Q4 Should beach ordinances apply equally to property owners and the public?

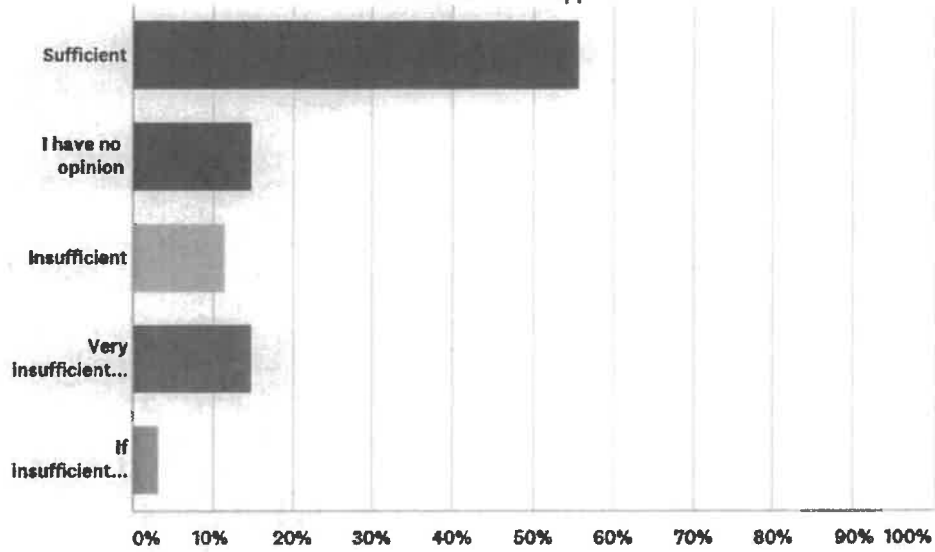
Answered: 61 Skipped: 0



Answer Choices	Responses	
Yes	62.30%	38
I do not know	9.84%	6
No	19.67%	12
If not applied equally, what differences should be made for property owners versus the public?	8.20%	5
TOTAL		61

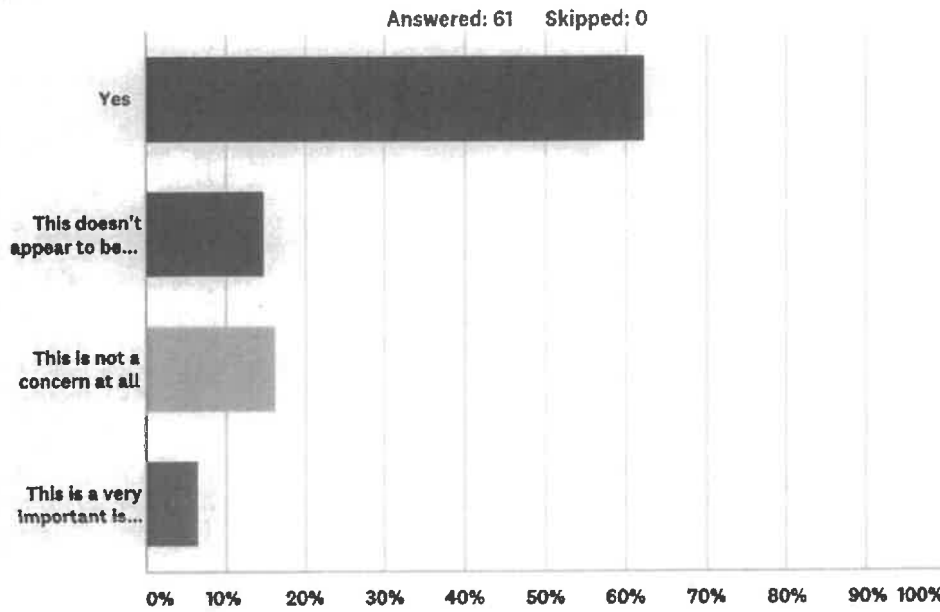
Q5 I believe beach maintenance is:

Answered: 61 Skipped: 0



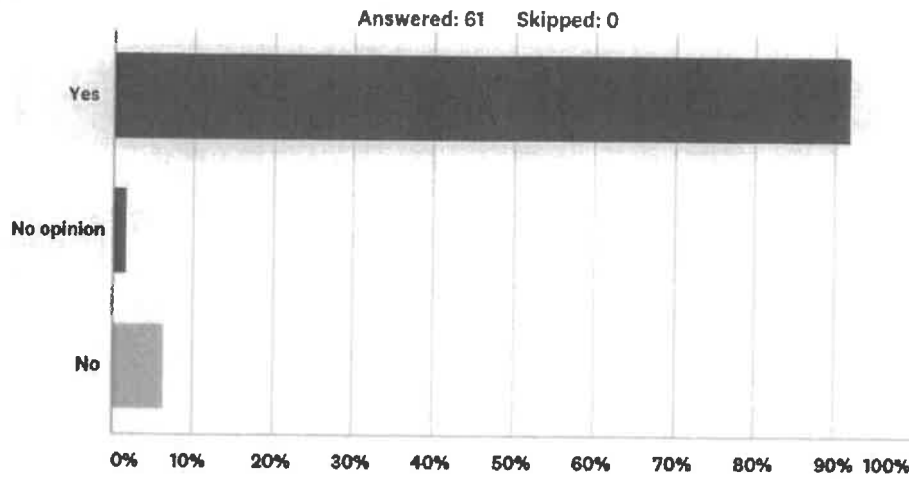
Answer Choices	Responses
Sufficient	55.74% 34
I have no opinion	14.75% 9
Insufficient	11.48% 7
Very insufficient and the City should explore how to invest more into beach maintenance	14.75% 9
If insufficient this is what should be improved?	3.28% 2
TOTAL	61

Q6 Are you concerned that sectioning off the beach with ropes and fences provides a challenge for safety and/or maintenance?



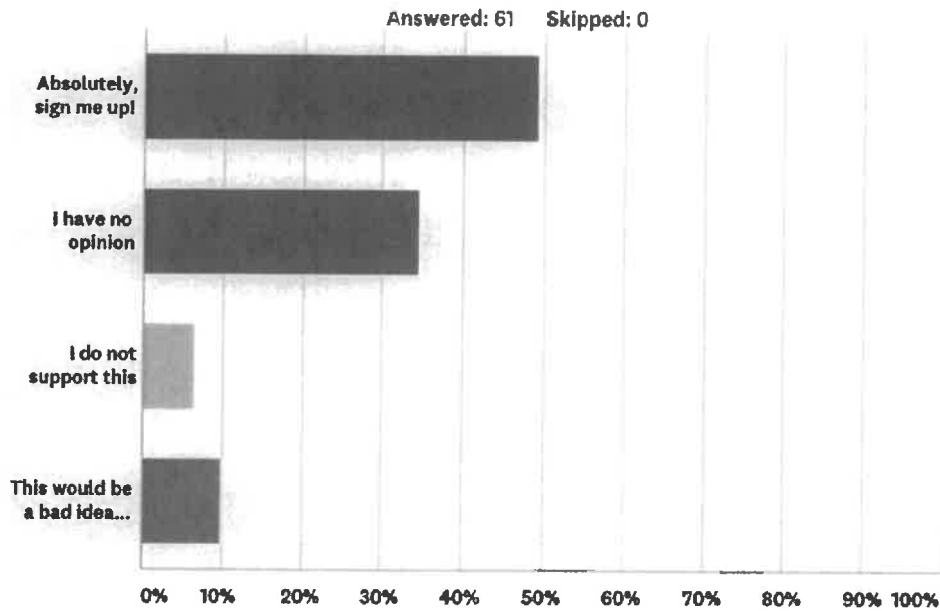
Answer Choices	Responses	
Yes	62.30%	38
This doesn't appear to be an issue	14.75%	9
This is not a concern at all	16.39%	10
This is a very important issue because....	6.56%	4
TOTAL		61

Q7 Do you support a "Leave No Trace" policy for our beaches that regulates the hours personal items can be left on the beach?



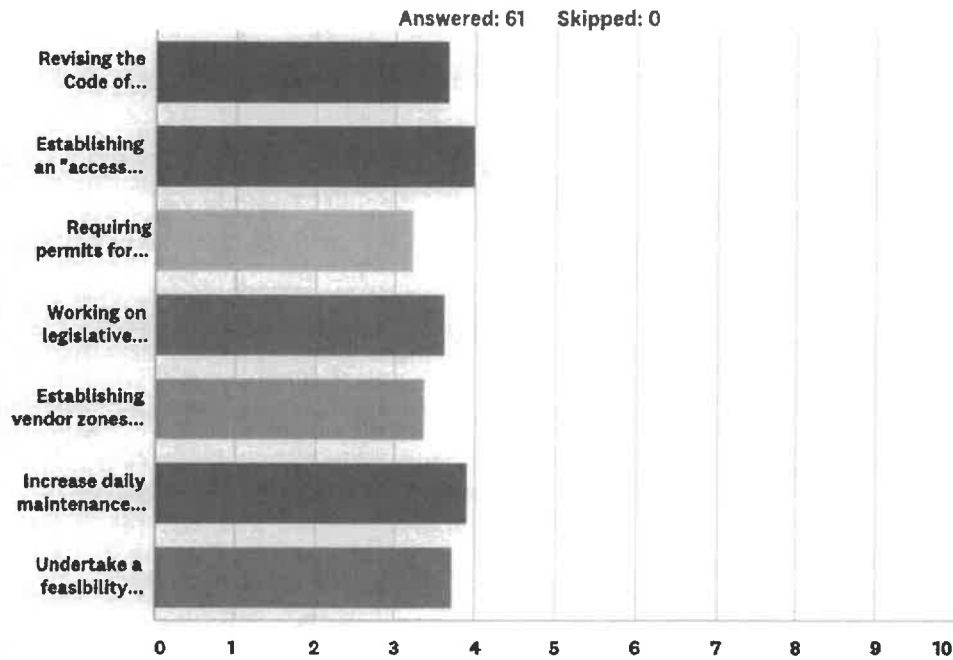
Answer Choices	Responses
Yes	91.80% 56
No opinion	1.64% 1
No	6.56% 4
TOTAL	61

Q8 Could a "beach ambassadors" program be successful where business owners and residents help educate visitors about beach regulations?



Answer Choices	Responses
Absolutely, sign me up!	49.18% 30
I have no opinion	34.43% 21
I do not support this	6.56% 4
This would be a bad idea because....	9.84% 6
TOTAL	61

Q9 Please rate the following solutions to beach access issues in Destin:



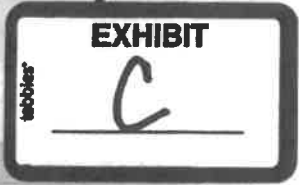
	Not important at all	Less important	Neutral	Somewhat important	Very important	Total	Weighted Average
Revising the Code of Ordinances to clarify what can and cannot happen on the beach and when	9.84% 6	11.48% 7	19.67% 12	21.31% 13	37.70% 23	61	3.66
Establishing an "access zone" within a certain distance of the dune line for public safety and law enforcement purposes (with signage marking them)	8.20% 5	3.28% 2	13.11% 8	31.15% 19	44.26% 27	61	4.00
Requiring permits for events and weddings to for public safety and access	22.95% 14	11.48% 7	13.11% 8	24.59% 15	27.87% 17	61	3.23
Working on legislative initiatives that streamline and clarify beach access rights	10.00% 6	15.00% 9	15.00% 9	23.33% 14	36.67% 22	60	3.62
Establishing vendor zones or certain areas for vendors to operate	18.03% 11	9.84% 6	19.67% 12	22.95% 14	29.51% 18	61	3.36
Increase daily maintenance efforts on the beach and beach-serving amenities (such as restrooms) and pursue funding sources to pay for it	6.67% 4	6.67% 4	11.67% 7	38.33% 23	36.67% 22	60	3.92
Undertake a feasibility study to determine potential expansion areas for public beach area	16.67% 10	1.67% 1	16.67% 10	23.33% 14	41.67% 25	60	3.72

Q10 What other issues or solutions do you see that the City should address with regard to beach access?

Answered: 36 Skipped: 25

Q10 What other issues or solutions do you see that the City should address with regard to beach access?

Answered: 36 Skipped: 25



#	Responses	Date
1	The pompano beach access used to be beautiful and spacious and they tore down the gazebo and narrowed the access. That makes it difficult and crowded to get to the beach and increased congestion. They took away something beautiful and made it ugly.	8/11/2017 1:08 PM
2	Beach chair vendors should NOT be allowed to consume all the space at the waterline!	8/8/2017 9:39 AM
3	Have deed from okaloosa county that says I own from highway 98 to the Gulf of Mexico !!! Leave my beach ALONE !!!	8/8/2017 7:08 AM
4	The wedding industry is a huge and continually growing industry which the City of Destin has a distinct privilege of being a part of. The City of Destin is making decisions to push out this profitable industry without regard to the consequences. Yes, there need to be certain rules to abide by like leave no trace, etc. but they need to be fair for the tourists and local vendors that would like to use the public beaches as well. We are part of the public and being penalized for bringing business into the city at a public beach is absurd. I understand a reasonable permitting fee (not like the asinine fee structure in Walton County) for using a public beach for a wedding to control the number of weddings in a specific location at any given time. The process should be easy and inexpensive yet still be a great way for the city to manage the commercial activity going on on the beach and make additional income.	8/7/2017 9:20 PM
5	I am against the beach chairs on the public accesses. It blocks the ability for me to put my own chair there and enjoy the area my taxes pay for.	8/7/2017 2:57 PM
6	If a wedding is covered by a wedding permit, individual vendors do not need permits to work the wedding.	8/7/2017 2:19 PM
7	Allowing beach weddings to take place. This is a major contributor to our local economy. By not allowing weddings it effects tourism and will have a negative impact on the local economy resulting in many local businesses and families suffering and losing their income.	8/6/2017 8:18 AM
8	LEAVE MY BEACH ALONE !!!	8/5/2017 3:44 PM
9	Access and preference for weddings and events	8/5/2017 10:52 AM
10	No fenced or cordoned off areas for beaches. The beach belongs to everyone!	8/5/2017 9:14 AM
11	Less regulations for beach vendors.	8/4/2017 11:24 PM
12	Parking!!	8/4/2017 6:08 PM
13	Exorbitant fees.	8/4/2017 3:56 PM
14	Address the out of control "home owners" that believe that the beach is "theirs". After the hurricanes the public renurshied the beaches, when that happened "private property" ceased to exist on the cages of Destin. Literally the most out of control thing I've ever seen with signs, beach vendors and chains attempting to hinder beach access. This needs to be addressed.... Immediately.	8/4/2017 3:00 PM
15	Allow more weddings	8/4/2017 2:39 PM
16	I really don't see where my opinion matters too much here. But what I would say is if we could go back 20 years I would've put up last structures on the beach side. To allow for better eat beach access and viewing for drivers by. But I guess it we just would be nice if there was better parking and more Areas along the way for parking.	8/4/2017 2:31 PM
17	Just keep it clean, trash containers & let everyone enjoy our beaches & stop trying to regulate everyone	8/4/2017 2:29 PM
18	Need more parking	8/4/2017 2:27 PM
19	Vendors such as photographers DO NOT fall under the same vendor category as beach chair vendors, and thus should not have the same rules/permits required.	8/4/2017 2:23 PM
20	Handicap access (1 per access) Are often used by bin handicap cars ?!	8/4/2017 2:09 PM

21	Nobody owns the beach!	8/4/2017 2:02 PM
22	Provide guests who are not staying directly on the beach with realistic expectations of beach usage and information to locate less crowded areas. Gulf front condominium guests utilize the majority of their beach space when occupancy is high. Why should guests paying premium rates become secondary to the guests who are staying at non beach front properties?	8/4/2017 11:43 AM
23	Make it all public! It is a time bomb. You can not promote a beach destination, develop North of 98, and then have no place for those people to go.	8/4/2017 10:36 AM
24	Create and an "access and safety zone" twenty feet (20') landward of the water line which must be kept clear for public safety and access, with no chairs, umbrellas, etc. allowed.	8/4/2017 9:32 AM
25	Less government	8/4/2017 4:29 AM
26	Use of Tdc funds	8/3/2017 11:04 PM
27	Give owners there rights and buy beach access for public like Walton county	8/3/2017 7:18 PM
28	keep government off private property, tourist off private property. Panama City were are not.	8/3/2017 5:12 PM
29	Better access with parking	8/3/2017 4:30 PM
30	Again I pay taxes for my beach front.... why are you wanting take my property for lack of city planning.... city had a change over the many year to purchase property....	8/3/2017 2:47 PM
31	N/A	8/3/2017 2:00 PM
32	Chairs and umbrellas are only reflective of the capacity of the city. You increase capacity, you increase umbrellas. No just ask yourself, who do you want in Destin, a guy spending \$50 on chairs or a guy fitting 12 family members under a tent complaining because he can't get a front spot? I think the chairs are not the problem, its the class of visitor you are bringing in.	8/3/2017 1:50 PM
33	20 foot rule not working- we need different option	8/3/2017 12:56 PM
34	20ft zone should be no fixed structures (chairs, coolers, umbrellas) for everyone.	8/3/2017 12:52 PM
35	Respect Private Property rights!	8/3/2017 12:23 PM
36	Get rid of beach vendors who are a black eye on our city. I own two beachfront houses on Crystal Beach and their behavior disgusts me. They are glorified bouncers with a penchant for bullying. Also, they show no interest in compromise or solutions. They feed off of conflict and it is obvious - and gross.	8/3/2017 12:21 PM