

**REGULAR MEETING  
DESTIN CITY COUNCIL  
JANUARY 19, 2021  
ANNEX COUNCIL CHAMBERS  
6:00 PM**

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

**CALL TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

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

**1. APPROVAL OF MINUTES**

- A. Approval of minutes of January 4, 2021 Executive Session
- B. Approval of minutes of December 21, 2020 Regular City Council Meeting

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

- A. Proclamation - Destin School Choice Week
- B. Gulf Power Update: Mr. Bernard Johnson, Regional Manager, Central District, Gulf Power, Inc.

**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. Capital Project Status
- B. Operations Financial Report
- C. Complaint Process and Procedures
- D. COMPASS System/Energov Update
- E. Livery Update
- F. Traffic Safety Measures on Calhoun Avenue
- G. Announcements

**5. PUBLIC HEARINGS**

**6. \*CONSENT AGENDA** (No public comments)

- A. FY21 Renewal and Replacement - Vehicles, granting City Manager purchase authorization
- B. Milling & Resurfacing of City Hall Annex Parking Lot
- C. Harbor Boardwalk Repairs
- D. Human Resources/Risk Manager Confirmation
- E. Request for release of code compliance lien by third party purchaser. (4767 Bonaire Cay)
- F. Proposed Bert Harris Settlement Agreement for 3473 Scenic Highway 98.
- G. Proposed Bert Harris Settlement Agreement for 58 Sunfish
- H. Proposed Bert Harris Settlement Agreement for 87 Cobia.
- I. Proposed Bert Harris Settlement Agreement for 93 Cobia.
- J. Proposed Bert Harris Settlement Agreement for 4430 Ocean View Drive
- K. Proposed Bert Harris Settlement Agreement for 4742 Ocean Blvd
- L. Proposed Bert Harris Settlement Agreement for 4653 Destiny Way
- M. Single-Family Residential Marine Construction Proposed - 823 Cross Street
- N. Single-Family Residential Marine Construction Proposed - 944 Bambi Street
- O. Single-Family Residential Marine Construction Proposed - 952 Bambi Street

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

A. Councilmember Braden

- 1) Project coordinator for the City of Destin for the US Hwy 98 redesign and re-scaping project

B. Councilmember Ramswell

- 1) Items to present to Okaloosa legislative delegation on January 20th
- 2) Potential partnership/building on idea of public transport trolley with Walton County

C. Councilmember Destin

D. Councilmember Overdier

E. Councilmember Hebert

F. Councilmember King

G. Councilmember Schmidt

H. Mayor Gary Jarvis

- 1) FEMA projects and procurement process

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](http://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](http://www.cityofdestin.com/agendas)**

**MINUTES  
EXECUTIVE SESSION  
CITY COUNCIL  
JANUARY 4, 2021  
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 Rodney Braden

Councilmember Prebble Ramswell

Councilmember Skip Overdier

Councilmember Dewey Destin

**Staff Present**

City Manager Lance Johnson

City Clerk Rey Bailey

City Attorney Kyle Bauman

IT Specialist James Lauria

Special Counsel Jeffrey Foster

**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:

***Steven Drummond vs. City of Destin, et al., Case Number 2019-CA-000152 F, 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 Wednesday, December 30, 2020.*

The City Attorney states as follows:

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

***Steven Drummond vs. City of Destin, et al., Case Number 2019-CA-000152 F, 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: Jeffrey Foster  
Carr Allison  
305 South Gadsden Street  
Tallahassee, FL 32301***

***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
- Councilmember Rodney Braden

The City Attorney continues 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 states,

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

**Executive Session**

Proceed with discussion of the lawsuit.

**Executive Session ends.**

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 Hebert moved to accept the settlement agreement as presented; seconded by Councilmember Overdier. Motion passed 5-1 (Council members Schmidt, Hebert, Overdier, Destin, and Ramswell voted “yes”; Councilmember Braden voted “no”; Councilmember King was absent from the meeting)**

2. ADJOURN

Having no further business at this time, the Mayor adjourned the meeting at 5:52 PM.

**ADOPTED THIS 19<sup>TH</sup> DAY OF JANUARY 2021**

**By:**

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**Gary Jarvis, Mayor**

**ATTEST:**

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**Rey Bailey, City Clerk**

**MINUTES  
REGULAR MEETING  
DESTIN CITY COUNCIL  
DECEMBER 21, 2020  
CITY HALL ANNEX COUNCIL CHAMBERS  
6:00 PM**

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

**Destin City Council**

Mayor Gary Jarvis

Councilmember Skip Overdier

Councilmember Terésa Hebert

Councilmember Johnny King (Virtual – 6:25 PM)

Councilmember Prebble Ramswell

Councilmember Kevin Schmidt

Councilmember Dewey Destin

**Destin City Staff**

City Manager Lance Johnson

Deputy City Manager Webb Warren

Grants/Project Manager Jeffrey Cozadd

Building Official Noelle Bell

Public Information Officer Catherine Card

Finance Director Krystal Strickland

City Land Use Attorney Kimberly Kopp (Virtual)

City Clerk Rey Bailey

Public Services Director Michael Burgess

City Engineer Donald Smith

Parks/Recreation Director Lisa Firth

IT Technician James Lauria

City Attorney Kyle Bauman

**CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE**

The Mayor called the meeting to order at 6:00 p.m.; which was then followed by the recitation of the Pledge of Allegiance.

**AGENDA APPROVAL**

**Motion by Councilmember Destin, seconded by Councilmember Overdier, to approve the agenda passed 5-0 (Council members Schmidt, Hebert, Overdier, Destin and Ramswell voted “yes”; Councilmember King was not present during the voting; Councilmember Braden was absent from the meeting).**

**1. APPROVAL OF MINUTES**

A. Approval of minutes of December 14, 2020 City Council Workshop

**Councilmember Ramswell moved for approval of minutes of December 14, 2020 City Council Workshop; seconded by Councilmember Overdier. Motion passed 5-0 (Council members Schmidt, Hebert, Overdier, Destin and Ramswell voted “yes”; Councilmember King was not present during the voting; Councilmember Braden was absent from the meeting).**

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

### A. 2020 Destin Christmas Parade Winners

A plaque was presented to each of the following 2020 Destin Christmas Parade winners:

***Noel Award/Band Award:*** Fort Walton Beach High School and Destin Middle School Bands

***Elf Award/Children Service:*** Destin Middle School Cheerleaders

***Santa's Helper Award/Children Commercial:*** RISE Dance Team

***Civic Club/Civic Award:*** Krewe of Bowlegs

***Chamber Award/Commercial:*** AJ's Seafood and Oyster Bar

***Angel Award/Religious Award:*** Safe Harbor

***Crowd Pleaser:*** Destin Water User

### B. Recognition of 2020 Holiday Decorating Contest Winners

A plaque was presented to each of the following 2020 Holiday Decorating Contest Winners:

***Best Home:*** Sally Biedenharn, 808 Mars Street, Destin

***Best Organization:*** Chick-Fil-A, 1063 Highway 98 E, Destin

***Best Business:*** I'M SKEWED, 529 Harbor Blvd, Destin

***Best of Holiday:*** James & Nancy Murphy, 618 Sea Oats, Destin

### C. Discussion of Norriego Point Surveys/Deeds with Baskerville Donovan Staff

Baskerville Donovan staff – Scott Mills and Andy Phillips – appearing remotely, informed the Council they are available to answer questions concerning the Submerged Land Lease Survey, the 1998 deed (Gulf Shore drive right-of-way extension), and 2010 deed that conveyed Norriego Point Park to the City of Destin from Okaloosa County.

Councilmember Ramswell noted that the Council has received numerous surveys. The Council gave the original tasking on May 4, 2020, and that the initial survey was received in August 31, 2020. An area that was originally requested was not included, which could possibly be due to some miscommunications. The Council also had an issue with the parcel number in

the initial survey which the firm corrected with the second survey. She continued that page 2 of 13 of the most recent survey Council received on November 12, 2020 contains a small box at the bottom of the survey depicting that the common line boundary is as described in the September 15, 1998 deed and July 13, 2010 deed. The same box appeared on page 3 of the survey. However, the box does not appear on page 4 of the survey. Instead, there was an arrow pointing to a 30-foot section at the bottom right-hand corner of the survey which is marked as line  $45^{\circ}13'52''$  (45 degrees, 13 minutes, 52 seconds). However, the 1998 deed and the 2010 deed both showed the same line being  $44^{\circ}19'00''$ . She asked why the lines in the surveys were different when they supposedly utilized and referenced the legal descriptions from the 1998 and 2010 deeds.

Mr. Mills explained it was simply a difference in bearing base. The lines represent the same line except they are on a different bearing base. The 1998 deed was written in a different time period from a different surveyor or a different attorney back in 1998.

Councilmember Ramswell also noted that the right-of-way per deed dated September 15, 1998 is shown on page 9 of the survey. The survey also indicates there is an apparent error in the deed record.

Mr. Mills stated that the legal description is obviously incorrect as they could clearly see the depiction of the road being severely skewed. The deed begins at a point on a curve, and that the first bearing on the curve is out by approximately 40 degrees in the 1998 deed legal description. He also noted that Mr. Burgess sent them a depiction of what they would consider as corrected version of the deed; however, the survey does not have the option of correcting a deed.

Councilmember Ramswell asked which document was used to plot the right-of-way in the survey. According to Mr. Mills, they used the other deeds of record.

Councilmember Ramswell expressed that the conflicting information they have been receiving and the apparent miscommunications that had taken place have been quite frustrating. She asked what it would take to get a corrected road deed.

According to Mr. Mills, it appears the legal description in the 1998 deed was found to be ambiguous; and so, the 2009 deed was created to correct it or to reposition the right-of-way. The 2009 deed created a new geometry with more curvature and a little different configuration. The question they are asking now is what could have possibly superseded the 1998 deed or the 2009 deed.

Councilmember Ramswell noted that one thing they have been asking to see was the property line of the adjacent properties and where the accreted sand was in terms of the surrounding properties and the Mean High-Water Line. It looked as though the hash lines in the survey depict the location of the accreted sand.

Mr. Mills noted it was something they were asked to do by the City of Destin; adding that the two bold lines in the survey represent the 30' wide submerged land lease. He added that the

notation in the survey that the Mean High-Water Line was as it was located on August 6, 2020 was also incorrect.

Councilmember Ramswell expressed that from a logical standpoint, it is hard for her to understand how one plan that shows a 44-degree line is the same as another set of plan with the line changing to a 45 degree line when another legal description is being used because to her, there is a 30-foot or so difference between the two lines.

Mr. Mills noted that deeds are on different bearing bases, which is not unusual; adding it is very common to have two deeds describing the same line on two different bearing bases.

Councilmember Destin stated that if the object of this survey was to establish the right-of-way, it appears that task was accomplished.

According to Mr. Mills, their initial task was to prepare the submerged land lease survey; and in doing so, they plotted the property lines and the right-of-way.

The City Attorney explained that this is all related to the filing of the submerged land lease application as requested by the Council. If the Council is satisfied with the survey, it could then be turnover to City staff so they could finish their analysis of the application. If the Council takes no action tonight, staff will then go back and finish their submerged land lease application and bring back recommendations on how to proceed.

**Councilmember Destin moved to accept the survey and turn it over to staff to be used in their analysis of the submerged land lease application to FDEP; seconded by Councilmember Overdier.**

Councilmember Ramswell asked whether they should take some action to correct their deed first, since the surveyor has indicated that the deed, as it exists in terms of the road, is incorrect.

According to Mr. Mills, it appears the 2009 deed was prepared to possibly correct the 1998 deed; but they do not exactly know what happened. It may also be a title issue, which is why they recommended that the City conducts a title search.

The City Attorney explained there are some issues with the right-of-way from the title and legal description perspective that need to be cleaned up. This has been discussed at previous Council meeting, and their recommendation has been that since they have a pending development application on that land that may affect that right-of-way in various forms, to allow the Community Development staff and the Land Use Attorney to address this issue in the development review process. He added they should confine this issue to that process so they can put the City into a legally defensible position as they move forward with the right-of-way issue.

Councilmember Schmidt asked what the specific concern was about the 30-foot difference in the survey line switching from the 44-degree line to 45-degree line.

Councilmember Ramswell explained that with the restroom, piping and other infrastructure going into, across and under the right-of-way, 30 feet could make a lot of difference one way or another.

The City Attorney stated that based on what they are hearing from Okaloosa County, they seem to concur with Baskerville-Donovan and FDEP surveyors as it relates to the boundary line. He has also been in communication with FDEP representatives who are managing the park improvements, and they are saying that nothing they have seen so far concerns them to such a degree that they would pull their funding or stop proceeding with permitting for the project. He is recommending allowing City staff and the Land Use Attorney to address all this issues in the development review process.

**The Mayor called for a vote on the motion, which passes 6-0 (Council members Schmidt, King, Hebert, Overdier, Destin and Ramswell voted “yes”; Councilmember Braden was absent from the meeting).**

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

#### **4. CITY MANAGER REPORTS**

##### **A. Complaint Policy Status & Updates**

Deputy City Manager Webb Warren informed the Council that the City’s formal complaint policy, to include the whistleblower policy, internal complaint policy and clarification on how the City receives complaint from the public, would be provided to Council for their review and approval in January 2021.

##### **B. Alternate Plan Review and Inspection Policy**

The City Manager explained that the Alternate Plan Review and Inspection Policy has been created to implement standards for developers to pay reduced fees related to building permitting requirements when hiring a private provider for plans review and building inspections in accordance with Florida Statutes. The local jurisdiction may not charge fees, other than a reasonable administrative fee, if a private provider is hired to perform this service.

**Councilmember Hebert moved to adopt the Alternate Plan Review and Inspection Policy as City policy; seconded by Councilmember Overdier.**

Councilmember Destin inquired as to the definition for a “developer,” and whether it would include homeowners who want to pay for their own plans review and building inspections.

The Land Use Attorney explained that Florida Statute do not actually say “developer.” It refers to the “owners” and “contractor” authorized by the owner.

Councilmember Ramswell wants to make sure the City still makes the final review and can make changes, approve, or deny the development; to which the Land Use Attorney replied affirmatively.

**Motion passed 6-0 (Council members Schmidt, King, Hebert, Overdier, Destin and Ramswell voted “yes”; Councilmember Braden was absent from the meeting).**

C. Preparation of Reevaluation of the PD&E study and Public Involvement Element – Crosstown Connector

The City Manager noted that the City entered into a contract with Atkins North America, Inc. for the redesign of the Crosstown Connector from a 4-lane roadway to a 2-lane roadway as instructed by the Council. Staff is seeking authorization to allow the firm to proceed with the project.

**Councilmember Destin moved to adopt Resolution 20-30, authorizing and directing the City Manager to execute a Notice to Proceed to Atkins for Part III of the Crosstown Connector Project – Design Change Re-evaluation. Councilmember Overdier provided a second to the motion.**

Councilmember Ramswell noted there were properties that would possibly be impacted by the project and that the City was potentially seeking eminent domain. She asked how many of these properties, if any, are still in a position where the City has to seek eminent domain.

City Engineer Donald Smith explained that this determination would be part of the design process. As they get far enough along with the design review, areas impacted would be identified and any right-of-way questions would be answered.

Councilmember Ramswell noted there have been some recent development in that area. She asked if any of these new constructions might affect the crosstown connector project.

Mr. Smith stated they would investigate further to make sure.

**The Mayor called for a vote on the motion, which passes 6-0 (Council members Schmidt, King, Hebert, Overdier, Destin and Ramswell voted “yes”; Councilmember Braden was absent from the meeting).**

D. Main Street/Kelly Street Intersection Safety Measures

According to the City Manager, staff is bringing back the safety measure they recommend for Kelly Street and Main Street intersection. The warrant study was completed. A 3-way stop is not warranted based on traffic. However, since there have been multiple pedestrian injuries that have occurred at that intersection, the City still has the right to make it a 3-way or all-way stop, which staff is recommending. If Council approves the implementation of a 3-way

stop at that intersection, staff will take the necessary steps to provide an advance notification to the public, including signage.

Councilmember Ramswell asked whether staff looked into potentially placing speed bumps or other measures to slow down traffic at that intersection.

Councilmember Hebert noted that Councilmember Destin previously recommended the placement of speed bumps as a permanent solution to slowing down traffic at Kelly/Main intersection as well as on Calhoun Avenue

Mr. Smith stated it was not part of this study.

The City Manager noted that part of phase 1 of this project is the monitoring of the intersection after installation of the 3-way stop signs. If it warrants looking at speed bumps for phase 2, staff could certainly do so.

Councilmember Ramswell also recommends they consider placing solar powered stop signs so that the signs will be visible at night.

Councilmember Overdier asked what would cause them to go to phase 2 after they completed phase 1 of the project.

Mr. Smith stated they would move to phase 2 if they receive additional complaints, data driven information from law enforcement such as speeding tickets and accidents, or simply through observations that additional improvement is warranted.

Councilmember Schmidt noted they recently put up the rapid flashing beacon on the crosswalk sign. He asked how this sign would be impacted by the installation of the 3-way stop signs.

Mr. Smith stated that the crosswalk sign would remain even with the installation of the 3-way stop sign; however, since everyone has to stop at the intersection, he would recommend removing that sign and putting it at a mid-block crosswalk or some other locations within the City where they need the additional emphasis since they are not normally utilize at all-way stop intersection.

Councilmember Destin stated that though he understands the phased approach, this particular intersection is dark. Sometimes there are vehicles coming around the corner at a high rate of speed. Flashing stop signs would be more effective in getting their attention.

**Councilmember Hebert moved to approve the following:**

**Phase 1**

- 1) Install a lit All-Way Stop Signs at the intersection of Main Street and Kelly Street.**
- 2) Monitor that intersection, and if conditions warrant, to proceed to Phase II**

**Motion was seconded by Councilmember Ramswell and passed 6-0 (Council members Schmidt, King, Hebert, Overdier, Destin and Ramswell voted “yes”; Councilmember Braden was absent from the meeting).**

#### E. Capital Project Status

Finance Director Krystal Strickland briefly discussed the summary of the current capital improvement projects, showing status and year-to-date expenditures and encumbrances.

Councilmember Ramswell noted that \$250,000 has been budgeted for Norriego Point Road, and that it is listed under City of Destin Capital Improvement Plan for the period October 1, 2020 – November 30, 2020. She asked why this road is on the list since it is not a City responsibility.

The City Attorney pointed out that when the budget was set, issues relating to construction of that infrastructure had not been raised at that time. This Council approved the budget for \$250,000 for that particular infrastructure.

Councilmember Ramswell also noted that Harbor CRA Wayfinding Plan Signage is also on the list. They have discussed implementing the signage along US Hwy 98 as well, but she does not see it on the list.

Ms. Strickland explained she did not have that information when the budget went through two public hearings. She continued that the City has a Project Review Team (PRT) that reviews all the current City projects, including such things as the Wayfinding Plan Signage. They have a way within the City to change the project statuses, in which case they have to amend the budget the same way it was adopted. If a major transfer between projects becomes necessary, it would come before Council for approval.

Next, Councilmember Ramswell inquired as to the nature of the Harbor and Bay Capacity Improvements which is listed under Other Capital Projects for \$425,000.

Ms. Strickland explained this is related to the Harbor Capacity Study.

#### F. Operations Financial Report

Ms. Strickland briefly discussed the City’s Operations Financial Report – the monthly financial report on the general fund and the two community redevelopment agencies (CRA). She explained that the ad valorem taxes under the general fund is in the negative as they have had to transfer funds to the Town Center CRA to help meet its debt covenant; however, it will be filled when property taxes come in December or January.

Councilmember Ramswell asked what can be done moving forward so they do not have to transfer funds to the Town Center CRA.

Ms. Strickland explained it was a timing anomaly this year because the City's general fund paid its debt service for its first few years. The Town Center CRA had a very low cash balance at the beginning of the year and did not have enough to make 3 full months of the debt service without receiving the City's portion of the property taxes. She stated that she expects things to go smoothly in the future.

#### G. Announcements

- 1) City Facilities will be closed on December 24th & 25th and on January 1st.

**Councilmember Ramswell moved to designate New Year's Eve, December 31, 2020, as a holiday for City staff; seconded by Councilmember Hebert. Motion passed 6-0 (Council members Schmidt, King, Hebert, Overdier, Destin and Ramswell voted "yes"; Councilmember Braden was absent from the meeting).**

Grants/Project Manager Jeff Cozadd announced that today, Okaloosa County has issued the City of Destin a Notice to Proceed for Capt. Royal Melvin Heritage Park Improvements Project. It would allow the City to move forward with the construction phase of the project.

## 5. PUBLIC HEARINGS

- A. Second 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 and uses within the City of Destin

The City Attorney read proposed Ordinance 20-18-LC by title, and then presented it to the Council on second 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. Having none, the Mayor closed the public hearing portion of this proceeding and turned the matter over to the City Council for their discussion and consideration.

**Motion by Councilmember Overdier, seconded by Councilmember Schmidt, to approve proposed Ordinance 20-18-LC on second reading passed 6-0 (Council members Schmidt, King, Hebert, Overdier, Destin and Ramswell voted "yes"; Councilmember Braden was absent from the meeting).**

- B. Second 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 Council on second 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 of this proceeding and turned the matter over to the City Council for their discussion and consideration.

**Motion by Councilmember Ramswell, seconded by Councilmember Hebert, to approve proposed Ordinance 20-31-CN on second reading and direct the City Clerk to immediately forward the ballot language to the Supervisor of Elections passed 6-0 (Council members Schmidt, King, Hebert, Overdier, Destin and Ramswell voted "yes"; Councilmember Braden was absent from the meeting).**

## **6. \*CONSENT AGENDA**

- A. FY 2021 Choctawhatchee Bay Alliance (CBA) Contract Renewal
- B. Installation of a Fire Safety and Fire Monitoring System at City Hall, authorization to allow the City Manager to sign an Agreement and to execute a contract amendment
- C. Resolution 20-32, Renewal of the Exclusive Contract Agreement between the City of Destin and Pyro Shows, Inc. for the Destin Independence Day Fireworks on July 4, 2021.
- D. Office Productivity Suite and Email System (Microsoft Office 365)
- E. Financial System (MUNIS) Continuing Services/Licensing and Support Renewal for 20-21
- F. Proposed Bert Harris Settlement Agreement for 3892 Sandprint Drive
- G. Proposed Bert Harris Settlement Agreement for 4646 Destiny Way
- H. Proposed Bert Harris Settlement Agreement for 91 Dolphin
- I. Proposed Bert Harris Settlement Agreement for 96 Cobia Street
- J. Proposed Bert Harris Settlement Agreement for 3462 Scenic Highway 98
- K. Proposed Bert Harris Settlement Agreement for 71 Stingray

Councilmember Ramswell requests Consent Agenda item 6B be pulled for further discussion.

**Motion by Councilmember Hebert, seconded by Councilmember Overdier, to pull Consent Agenda item 6B for further discussion, and approve Consent Agenda items 6A, and 6C thru 6K, as printed above, passed 6-0 (Council members Schmidt, King, Hebert, Overdier, Destin and Ramswell voted “yes”; Councilmember Braden was absent from the meeting).**

There were some discussions relative to Consent Agenda item 6B. According to Councilmember Ramswell, there is apparently no sprinkler system at City Hall and City Hall Annex. She asked if they are considering installing a sprinkler system in both places.

The Mayor noted that sprinkler system is very expensive to install, and that it is usually done during construction.

Public Services Director Michael Burgess stated that it is not currently being considered because it will be a very expensive proposition.

Councilmember Ramswell stated that it is an issue they may need to address in the near future.

The Mayor recommends having the Destin Fire Control District at least conduct an evaluation of City facilities to make sure they have the required number of fire extinguishers.

**Motion by Councilmember Ramswell, seconded by Councilmember Overdier, to approve Consent Agenda item 6B, as printed above, passed 6-0 (Council members Schmidt, King, Hebert, Overdier, Destin and Ramswell voted “yes”; Councilmember Braden was absent from the meeting).**

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

A. Councilmember Braden

B. Councilmember Ramswell

Councilmember Ramswell inquired as to the status of the utility undergrounding selection.

The City Attorney stated that the Council ranked the bidders and awarded the contract to Utility Consultants of Florida, LLC at their special meeting held in October 2020. The Council's second choice, CPWG Madrid, subsequently filed a protest. According to the City's procurement policy, when there is a bid protest the City Manager must first issue a written determination whether the bid protest is valid. The City Manager did issue a written determination that it was not a valid protest. The firm that filed the protest then had 5 days to appeal that findings to the City Council, which they did not do. The City is currently negotiating the contract with Utility Consultants of Florida, LLC for the utility undergrounding services, and they will bring that to the City Council for their consideration at a later date.

Councilmember Ramswell noted they recently received an email with pictures from a citizen showing a collapsed pavilion roof at James Lee Park, and that she has discussed this issue with the Deputy City Manager Webb Warren.

Mr. Warren announced that Okaloosa County and the Tourist Development Council are in close coordination with the lessee responsible for the maintenance of that facility, and they expect the problem to be remedied as soon as possible.

Councilmember Ramswell noted numerous complaints from the public about a section of US Hwy 98 that drops down from 3-lane road to a 2-lane road, with the right lane turning into a right-turn only lane without sufficient warning causing a safety problem.

Mr. Burgess stated that he has contacted and expressed this concern to the construction inspection engineer for the project and the District 3 office in Chipley, and they have forwarded the complaint to the engineer of record. They are waiting for their comments and possible corrective actions.

C. Councilmember Destin

1) Permitting Issues/Solutions

Councilmember Destin stated that the biggest complaint he has received so far since his re-election to the City Council was the amount of time it takes to get a building permit. He discussed this matter with the Community Development Director Louis Zunguze, and that Mr. Zunguze is very confident the new program they are installing will greatly improve the process. He requests the City Manager discuss this matter with the Community Development Department staff to see if they could come up with other solutions that could work in conjunction with the new computer program being installed that could help shorten the amount of time it takes to obtain a building permit.

D. Councilmember Overdier

E. Councilmember Hebert

Councilmember Hebert stated that she has discussed the problems with streetlights with City staff, which is an issue a citizen brought forth before the Council recently. She asked the City Manager to reiterate the process currently in place for monitoring and reporting the situation for the benefit of the citizens.

The City Manager announced that residents can report any outage to Gulf Power by going to the Gulf Power website. There is also a link on the City's website they can click on that will take them to that particular site. They could also download a Gulf Power app and report the outage. He explained that Gulf Power does not conduct regular surveys of the lights. They only react to the notifications they receive from various sources including the public.

Mr. Burgess stated that they follow the same process as described by the City Manager. A member of City staff road the entire City for two nights last week and logged every streetlight and pole number that was out. They have entered that information into the Gulf Power website. They typically give Gulf Power a few weeks before doing a follow up to see how many streetlights they initially reported as being out have been repaired. He added there are about 1450 lights within the City limits and they go out constantly.

Councilmember Ramswell mentioned that she has reported 3 lights being out on Indian Trail twice months ago and they are still out.

Councilmember Destin stated that as the City's appointed representative to Gulf Power, he will address this issue with Gulf Power. He also mentioned that he has recently discussed this issue with their franchise attorney who has provided a number of good suggestions; one of which was to set up a meeting with Mr. Bernard Johnson, a regional manager at Gulf Power, and address this issue with him.

Councilmember Hebert stated that residents have been asking her why the City is paying \$3 million for the Destin Fire Control District to purchase a property to construct a fire station just because they do not want them to place the fire station at Clement Taylor Park. She asked the City's Finance Director to explain why the City is not paying for this property at this time.

Ms. Strickland explained that the Destin Fire Control District is a separate legal entity from the City. It is not part of the City's millage rate as they have their own millage rate which they collect from all the households. They also collect impact fees from developers. It was her understanding the money they are using to purchase this property is coming from their existing millage rate and impact fees they have collected over the years.

- F. Councilmember King
- G. Councilmember Schmidt
- H. Mayor Gary Jarvis
- I. Land Use Attorney
- J. City Attorney

- 1) Request to schedule an executive session pursuant to section 286.011(8), *Florida Statutes*, in the case of *Steven Drummond vs. City of Destin, et al.*, Case Number 2019CA000152 F, in the Circuit Court of the First Judicial Circuit, in and for Okaloosa County, Florida

**Motion by Councilmember Hebert, seconded by Councilmember Overdier, to schedule the executive session to discuss the above case on Monday, January 4, 2021, at 5:30 PM passed 6-0 (Council members Schmidt, King, Hebert, Overdier, Destin and Ramswell voted "yes"; Councilmember Braden was absent from the meeting).**

## **8. PUBLIC COMMENTS**

**ADJOURNMENT**

**Having no further business at this time, the meeting was adjourned at 7:55 PM.**

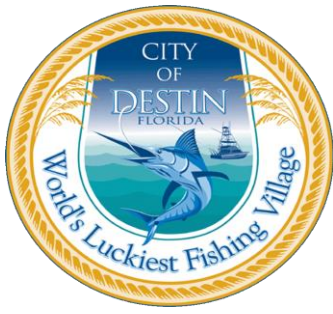
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**Gary Jarvis, Mayor**

**ATTEST:**

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**Rey Bailey, City Clerk**



# *City of Destin*

## *Proclamation*

*Destin School Choice Week*  
*January 24-30, 2021*

**WHEREAS**, all children in Destin should have access to the highest-quality education possible; and

**WHEREAS**, Destin recognizes the important role that an effective education plays in preparing all students in Destin to be successful adults; and

**WHEREAS**, quality education is critically important to the economic vitality of Destin; and

**WHEREAS**, Destin is home to a multitude of high-quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and

**WHEREAS**, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and

**WHEREAS**, School Choice Week is celebrated across the county by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options.

**NOW, THEREFORE I**, Gary Jarvis, do hereby recognize January 24-30, 2021 as *Destin School Choice Week*, and I call this observance to the attention of all our citizens.

**SO, DONE THIS 19<sup>TH</sup> DAY OF JANUARY 2021**  
**BY:**

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**Gary Jarvis, Mayor**

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 19, 2021

**TYPE OF AGENDA ITEM:** City Manager Report

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**TO:** City Council

**THRU:** Jeffrey Cozadd, Grants Manager  
Webb Warren, Deputy City Manager  
Kyle Bauman, City Attorney  
Lance Johnson, City Manager

**FROM:** Krystal Strickland, Finance Director

**DATE:** 01/07/2021

**SUBJECT:** Capital Project Status

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**I. BACKGROUND:** Informational Item Only

**II. DISCUSSION:** Please find attached a summary of the current capital improvement projects, showing status and Year-to-Date expenditures and encumbrances.

**A. Link to Strategic Goals / Objectives:**

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

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

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:** Not applicable. Informational only.

Attachments:

1. December 2021 Capital Projects

**CITY OF DESTIN CAPITAL IMPROVEMENT PLAN - Monthly Status Report**

Council Objective #		October 1, 2020 - December 31, 2020	FY2021 Budget*	YTD Actuals	YTD Encumbrances	FY2021 Available Budget	Status	Notes
<b>Renewal &amp; Replacement - Facilities</b>								
1		RR051 General Government	\$ 67,838	\$ 5,638	\$ 12,332	\$ 49,868	Started	
2		RR052 Public Safety	392,500	-	-	392,500	Started	Annex remodeling approved and ordered; Annex parking lot repaving bid scheduled for Council approval
3		RR053 Physical Environment (Stormwater, Cemetery)	300,000	-	-	300,000		
4		RR057 Parks and Recreation	1,003,800	18,432	6,303	979,066	Started	Multiple under \$15k renewal/replacements started
5		RRVEH Vehicles	272,500	-	-	272,500	Started	Chosen bid scheduled for Council approval
<b>Renewal &amp; Replacement - Infrastructure</b>			-	-	-	-		
6	15,17,19	RR054 Roads, Sidewalks, Street Lighting (Mostly Gas Tax #1)	523,513	57,514	9,227	456,772	On Time	
7		PW612 FY2020 Road Milling & Striping Program	299,012	238,616	60,396	-	Complete	
<b>Growth Necessitated &amp; Comp Plan</b>			-	-	-	-		
8		LB002 Library Impact Fee Projects	47,000	-	-	47,000		
9		NORG1 Norreigo Point Road	250,000	-	-	250,000		Project Number changed from PW612 to NORG1 to avoid overlap with incomplete prior year project
10		RC004 Park Impact Fee Projects	35,000	-	-	35,000		
11		SW53 Stormwater Master Plan	6,148	-	6,148	-	90% Complete	Jenkins is revising as per staff recommendations.
12		SW54 Stormwater Improvements (FDEP funded)	50,000	-	-	50,000		
13	8	TR618 Zerbe-Calhoun Pedestrian Pathway	828,420	-	-	828,420	Started	NTP issued, Construction to begin 02/01/2021
14	9	TR619 Sibert-Zerbe Parking Lot Consolidation	-	-	-	-		
15		TR620 ADA Transition - Pedestrian Facilities	100,000	-	-	100,000		
<b>Citizen/Council Directed Projects</b>			-	-	-	-		
16	1	CM001 Beach Acquisition	10,600,000	6,727,731	-	3,872,269	66% Complete	Purchase 2 of 3 completed 11/16/2020. Next purchase in first half of 2021
17	7	EN615 Cross-Town Connector	1,475,000	5,456	381,587	1,087,957	In Progress	Re-design down to 2-lane in progress
18	2	UNDER Undergrounding	250,000	-	-	250,000	In Progress	Project Engineer contract negotiations in progress. Negotiating franchise rates.
<b>Other Capital Projects</b>			-	-	-	-		
19		CRH63 Captain Royal Melvin Heritage Park and Plaza (RESTORE)	1,335,690	-	1,335,677	13	Started	NTP issued 01/04/2021
20		CRH64 Harbor CRA Wayfinding Plan Signage	30,000	-	-	30,000		
21		CRH65 Harbor and Bay Capacity Improvements	425,000	-	-	425,000		Harbor District Capacity study to begin Spring 2021
22		CRT17 Town Center CRA Easement Trail/Park Main to Mattie Kelly	10,000	-	-	10,000		
23	01/21/20 Council Mtg Priority	EN617 Stahlman Ave Intersection Pedestrian Safety	22,044	22,118	1,576	(1,650)		
24	11/2/20 Council Mtg TOP PRIORITY	EN626 Main St/Kelly St Crosswalk Safety	19,080	15,292	-	3,788	In Progress	Report and recommendation on Dec 21
25		FM637 Clement Taylor Park Seawall (FEMA)	-	-	-	-	Complete	Working with FEMA to change classification for final reimbursement

**CITY OF DESTIN CAPITAL IMPROVEMENT PLAN - Monthly Status Report**

Council Objective #		October 1, 2020 - December 31, 2020	FY2021 Budget*	YTD Actuals	YTD Encumbrances	FY2021 Available Budget	Status	Notes
26	IT001	COMPASS/Energov	125,881	63,733	14,003	48,145	Delayed	Revised "go-live" set for March/April 2021
27	IT002	CD Tech Fund Hardware/Software Replacements	-	-	-	-		Hardware will be purchased on an as needed basis
28	IT003	Other Hardware/Software Replacements	-	-	-	-		
29	LB001	Library Tablet Station, RFID and Mobil Ap	76,200	-	61,178	15,022	1% complete	Tablets ordered. RFID tagging training scheduled. Tagging to begin early Feb 2021.
30	RC124	Morgan's Children's Park Playground Structure	-	-	-	-		
31	RC125	Buck Destin Restrooms	95,000	-	-	95,000		
32	RC127	Pickleball Court	30,000	-	-	30,000		Discussed at 12/08/2020 PRT meeting. Researching public-private partnership options.
33	RC216	Clement Taylor Park Renovations	729,918	-	5,456	724,462		Waiting on sub-recipient agreement
34	RC617	Batting Cages for Dalton Threadgill Park	31,064	29,002	2,589	(527)	85% Complete	Foundation and cage installed. Addressing surrounding pad.
35	<i>SALLY</i>	<i>Hurricane Sally Damage Repairs</i>	-	22,886	9,835	<i>(32,721)</i>	<i>In Progress</i>	
36	SW51L	NFWF Stormwater Projects	370,024	72,608	297,416	-		Construction of projects started in Dec
<b>Total Funded Projects</b>			<b>\$ 19,800,631</b>	<b>\$ 7,279,025</b>	<b>\$ 2,203,722</b>	<b>\$ 10,317,884</b>		

\*FY2021 Budget is Adopted Budget Plus Prior Year Encumbrances rolled forward

COUNCIL OBJECTIVES		5-Year Capital Budget	FY2021 Capital	Status
		Amount	Budget	
1	Public beach Initiative	\$ 22,000,000	\$ 10,600,000	FY21 2/3 completed
2	Underground utilities	1,280,000	250,000	project mgmt in contract negotiations
3	Short term rentals compliance with regulations	-	-	not Capital - complete
4	Recruit project and grants manager	-	-	not Capital - complete
5	Request TDC funds for additional OCSO services	-	-	not Capital - complete
6	Research viability of multi-use convention/sports/community center	-	-	In progress
7	Complete two-lane Crosstown Connector	1,475,000	1,475,000	in progress
8	Calhoun Ave Multi-Use Trail Phase II Design and Construction	852,000	828,420	contract in negotiations
9	Improve parking	75,000	-	scheduled to start FY2022
10	Beach re-nourishment	-	-	In Progress - County is lead and partner
11	Improve communications	-	-	Not Capital - in progress
12	Implement enhanced signage control	-	-	Community Dev Researching
13	Develop/implement wayfinding program	50,000	30,000	Community Dev and TDC Researching
14	Update golf cart/low speed vehicle rules	-	-	Not Capital - in progress
16	Improve city gateways	-	-	Community Dev and TDC Researching
15, 17, 19	Streetlights, sidewalks, road striping	2,851,802	822,525	in progress
18	Provide board and committee training	-	-	not Capital - continuous improvement
20	Reestablish environmental committee	-	-	Not Capital - in progress
21	Enforce residential boat and RV parking regulations	-	-	Not Capital - Complete
22	Regulate building height limits to 5 stories	-	-	Not Capital - Complete
TOTAL		<u>\$ 28,583,802</u>	<u>\$ 14,005,945</u>	

**TOTAL CAPITAL BUDGET** \$ 36,690,143 \$ 19,800,631  
**% FOR COUNCIL OBJECTIVES** 78% 71%

**CITY OF DESTIN ADOPTED 5-YEAR CAPITAL IMPROVEMENT PLAN**

COUNCIL OBJECTIVE			FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	Total
<b>PRIORITY</b>	<b>Renewal &amp; Replacement - Facilities</b>							
	RR051	General Government	\$ 62,200	\$ 95,000	\$ 22,500	\$ 71,500	\$ 28,500	\$ 279,700
	RR052	Public Safety	392,500	41,687	134,187	47,187	49,687	665,249
	RR053	Physical Environment (Stormwater, Cemetery)	300,000	6,307	6,307	6,307	6,307	325,227
	RR057	Parks and Recreation	1,003,800	231,828	297,828	411,828	253,828	2,199,113
	RRVEH	Vehicles	272,500	-	-	-	-	272,500
	<b>Renewal &amp; Replacement - Infrastructure</b>							
15, 17, 19	RR054	Roads, Sidewalks, Street Lighting (Gas Tax #1)	468,000	318,000	462,000	801,901	801,901	2,851,802
	<b>Growth Necessitated &amp; Comp Plan</b>							
	SW54	Stormwater Improvements (FDEP funded)	50,000	50,000	-	-	-	100,000
	PW612	Norreigo Point Road	250,000	-	-	-	-	250,000
8	TR618	Zerbe-Calhoun Pedestrian Pathway	852,000	-	-	-	-	852,000
9	TR619	Sibert-Zerbe Parking Lot Consolidation	-	75,000	-	-	-	75,000
	TR620	ADA Transition - Pedestrian Facilities	100,000	-	-	-	-	100,000
	LB002	Library Impact Fee Projects	47,000	-	-	-	-	47,000
	RC004	Park Impact Fee Projects	35,000	-	-	-	-	35,000
	<b>Citizen/Council Directed Projects</b>							
1	CM001	Beach Acquisition	10,600,000	11,400,000	-	-	-	22,000,000
7	EN615	Cross-Town Connector	1,475,000	-	-	-	-	1,475,000
2	UNDER	Undergrounding	250,000	60,000	60,000	-	910,000	1,280,000
	<b>Other Capital Projects</b>							
	IT001	COMPASS/Energov	100,000	200,000	-	-	-	300,000
	IT002	CD Tech Fund Hardware/Software Replacements	-	150,000	150,000	-	-	300,000
	IT003	Other Hardware/Software Replacements	-	129,000	100,000	100,000	-	329,000
	LB001	Library Tablet Station & Biblioteca RFID and Mobil Ap	76,200	-	-	-	-	76,200
	CRH63	Captain Royal Melvin Hertiage Park and Plaza (RESTORE)	1,335,690	-	-	-	-	1,335,690
	CRH64	Harbor CRA Wayfinding Plan Signage	30,000	10,000	10,000	-	-	50,000
	CRT17	Town Center CRA Easement Trail/Park Main to Mattie Kelly	10,000	50,000	550,000	-	-	610,000
	RC124	Morgan's Children's Park Playground Structure	-	26,745	-	-	-	26,745
	RC125	Buck Destin Restrooms	95,000	-	-	-	-	95,000
	RC127	Pickleball Court	30,000	-	-	-	-	30,000
	RC216	Clement Taylor Park Renovations	729,918	-	-	-	-	729,918
	FM637	Clement Taylor Park Seawall (FEMA)	-	-	-	-	-	-
<b>Total Funded Projects</b>			<b>\$ 18,564,808</b>	<b>\$ 12,843,567</b>	<b>\$ 1,792,822</b>	<b>\$ 1,438,723</b>	<b>\$ 2,050,223</b>	<b>\$ 36,690,143</b>

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 19, 2021

**TYPE OF AGENDA ITEM:** City Manager Report

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**TO:** City Council

**THRU:** Webb Warren, Deputy City Manager  
Kyle Bauman, City Attorney  
Lance Johnson, City Manager

**FROM:** Krystal Strickland, Finance Director

**DATE:** January 7, 2021

**SUBJECT:** Operations Financial Report

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**I. BACKGROUND:** This item is informational only.

**II. DISCUSSION:** Year-to-date budget versus actuals for the General Fund and the two CRAs shall be provided to Council within forty-five days of the month end. Governmental funds are accounted for on a modified accrual basis.

Details for all funds are on file with the Finance Department, and are available upon request.

**A. Link to Strategic Goals / Objectives:** Goal #1: Financially sound city providing service excellence

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

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

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:**

Attachments:

1. 2020 11130 YTD Budget Vs Actuals

**CITY OF DESTIN - MONTHLY FINANCIAL REPORT**  
**10/01/2020 - 11/30/2020**

<b>01 GENERAL FUND</b>	<b>FY2021 BUDGET*</b>	<b>FY2021 YTD ACTUAL</b>	<b>FY2021 PROJECTION</b>
01-31 Ad Valorem Taxes	8,104,316	(103,642)	8,104,316
01-31 Delinquent Ad Valorem Taxes	-	(7,990)	-
01-31 Sales and Use Taxes	2,632,344	389,683	2,632,344
01-32 Licenses and Permits	3,277,311	548,246	3,277,311
01-33 Intergovernmental	11,080,651	870,249	11,710,779
01-34 Charges for Services	499,843	59,711	499,843
01-35 Fines and Forfeitures	27,520	5,876	27,520
01-36 Miscellaneous Revenue	22,001	4,790	22,001
01-32 Impact Fees	44,000	-	44,000
<b>TOTAL REVENUES</b>	<b>25,687,986</b>	<b>1,766,923</b>	<b>26,318,114</b>
01-51 General Government	4,628,527	677,927	4,639,264
01-52 Public Safety	3,584,206	511,919	3,775,939
01-53 Physical Environment	55,369	3,259	56,623
01-54 Transportation	2,212,291	213,605	2,309,383
01-55 Economic Environment	25,000	3,302	25,000
01-56 Human Services	115,000	7,663	114,169
01-57 Culture and Recreation	3,185,762	337,535	3,174,507
01-59 Capital Outlay	37,400	-	37,400
01-59 Debt Service	544,913	459,620	544,913
<b>TOTAL EXPENDITURES</b>	<b>14,388,468</b>	<b>2,214,830</b>	<b>14,677,198</b>
<b>Excess (deficiency) of revenues over expenditures</b>	<b>11,299,518</b>	<b>(447,907)</b>	<b>11,640,916</b>
01-38 Transfers In	-	-	-
01-58 Transfers Out	(15,818,114)	(1,520,147)	(15,818,114)
<b>Total other financing sources (uses)</b>	<b>(15,818,114)</b>	<b>(1,520,147)</b>	<b>(15,818,114)</b>
Net change in fund balances	(4,518,596)	(1,968,054)	(4,177,198)
Fund Balance (deficit), Beginning	25,466,655	25,466,655	25,466,655
Fund Balance (deficit), Ending	20,948,059	23,498,601	21,289,457

\* FY2020 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward

**CITY OF DESTIN - MONTHLY FINANCIAL REPORT**  
**10/01/2020 - 11/30/2020**

	<b>FY2021 BUDGET*</b>	<b>FY2021 YTD ACTUAL</b>	<b>FY2021 PROJECTION</b>
<b>102 TOWN CENTER CRA</b>			
102-31 Ad Valorem Taxes	290,297	290,297	290,297
102-31 Tax Increment Financing	688,589	-	688,589
102-36 Miscellaneous Revenue	-	61	-
<b>TOTAL REVENUES</b>	<b>978,886</b>	<b>290,358</b>	<b>978,886</b>
102-55 Economic Environment	134,425	11,161	134,425
102-59 Capital Outlay	10,000	-	10,000
<b>TOTAL EXPENDITURES</b>	<b>144,425</b>	<b>11,161</b>	<b>144,425</b>
<b>Excess (deficiency) of revenues over expenditures</b>	<b>834,461</b>	<b>279,197</b>	<b>834,461</b>
102-38 Transfers In	-	-	-
102-58 Transfers Out	(731,281)	(121,869)	(731,281)
<b>Total other financing sources (uses)</b>	<b>(731,281)</b>	<b>(121,869)</b>	<b>(731,281)</b>
Net change in fund balances	103,180	157,328	103,180
Fund Balance (deficit), Beginning	(2,390,520)	(2,390,520)	(2,390,520)
Fund Balance (deficit), Ending	(2,287,340)	(2,233,192)	(2,287,340)

*\* FY2020 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward*

	<b>FY2021 BUDGET*</b>	<b>FY2021 YTD ACTUAL</b>	<b>FY2021 PROJECTION</b>
<b>110 HARBOR CRA</b>			
110-31 Ad Valorem Taxes	331,449	-	331,449
110-31 Tax Increment Financing	331,449	-	331,449
110-36 Miscellaneous Revenue	-	47	-
<b>TOTAL REVENUES</b>	<b>662,898</b>	<b>47</b>	<b>662,898</b>
110-55 Economic Environment	71,675	4,684	71,675
110-59 Capital Outlay	30,000	-	30,000
<b>TOTAL EXPENDITURES</b>	<b>101,675</b>	<b>4,684</b>	<b>101,675</b>
<b>Excess (deficiency) of revenues over expenditures</b>	<b>561,223</b>	<b>(4,637)</b>	<b>561,223</b>
110-38 Transfers In	-	-	-
110-58 Transfers Out	(554,590)	(93,042)	(554,590)
<b>Total other financing sources (uses)</b>	<b>(554,590)</b>	<b>(93,042)</b>	<b>(554,590)</b>
Net change in fund balances	6,633	(97,679)	6,633
Fund Balance (deficit), Beginning	167,124	167,124	167,124
Fund Balance (deficit), Ending	173,757	69,446	173,757

*\* FY2020 BUDGET is the Adopted Budget plus prior year encumbrances rolled forward*

**CITY OF DESTIN - MONTHLY FINANCIAL REPORT**  
**10/01/2020 - 11/30/2020**

<b>FUND BALANCE - ALL FUNDS</b>	<b>FY2021 BUDGET*</b>	<b>FY2021 YTD ACTUAL</b>	<b>FY2021 PROJECTION</b>
<b>Beginning Fund Balance</b>	<b>26,769,724</b>	<b>33,752,726</b>	<b>26,811,146</b>
Nonspendable	2,287,340	2,233,192	2,287,340
Restricted	2,052,027	4,897,529	4,897,529
Committed	10,994,234	4,907,415	4,907,415
Assigned	3,700,000	7,369,980	7,369,980
<i>Unassigned</i>	<i>2,002,102</i>	<i>2,966,265</i>	<i>2,376,557</i>
<b>Ending Fund Balance</b>	<b>21,035,703</b>	<b>22,374,381</b>	<b>21,838,821</b>

**Nonspendable** = Long-term advance to TownCenter CRA

**Restricted** = Bond covenants (balances of debt service funds), grant agreements, state and local regulations (impact fees).

**Committed** = Council resolutions, motions, includes fund balance resolution for 1 yr debt (\$1.8m) + 3 mos emergency opsx2

**Assigned** = Contracts, purchase orders and funds in special revenue funds

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 19, 2021

**TYPE OF AGENDA ITEM:** City Manager Report

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**TO:** City Council

**THRU:** Webb Warren, Deputy City Manager  
Kyle Bauman, City Attorney  
Lance Johnson, City Manager

**FROM:** Karen Jankowski, HR Manager

**DATE:** January 7, 2020

**SUBJECT:** Complaint Process and Procedures

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**I. BACKGROUND:** Motion to direct the City Attorney and/or staff members to update the City's policy and procedures regarding external complaints received and investigative procedures.

**II. DISCUSSION:**

The city attorney, labor attorney and city staff have been working together to document a whistleblower procedure and to document the city's complaint process. These whistleblower procedures and complaint processes work in conjunction with the City's adopted personnel policy.

The City's personnel policy was adopted by ordinance on August 1, 1988. The rules set forth in the personnel policy set for the principles, procedures and processes to be followed by the City of Destin in the administration of personnel policies.

Attch1 - Whistleblower Procedures:

Description: It is the procedures (pursuant to Sections 112.3187-112.31895, Florida Statutes) of the City of Destin, that its employees and members of the public have the opportunity to confidentially report allegations of wrongdoing, inappropriate conduct, and actions that may create specific danger that jeopardize the health, welfare, and safety of its employees as well as the general public. It is also the intent of these procedures to protect individuals for adverse action, i.e.,

retaliation for disclosing and reporting information alleging improper use of office, waste of funds, or any other abuse or neglect of duty on the part of a department, employee, or management.

Attch2 - ADM-1XX Harrassment Discrimination Retaliation Claims

Description: Establishes principles and protocols for claims of *unlawful harassment, discrimination, or retaliation* and to ensure a standard process in accordance with Florida Statutes.

Attch3 - ADM-1XX Complaint Procedures

Description: Establishes procedures for investigating and resolving claims of *unlawful harassment, discrimination, or retaliation* and to ensure a standard complaint process.

Attch4 - ADM-1XX Municipal Programs and Service Delivery Complaint Process

Description: This process is intended to enable the City of Destin to promptly and effectively address *program and service delivery concerns* raised by members of the public. The process will assist the municipality in providing excellent service to the public and contribute to continuous improvement of operations. This process applies to all employees and volunteers of the City of Destin and is intended only to establish uniform guidelines and aid employees and volunteers to ensure satisfactory resolution of a complaint concerning a city program or service delivery.

Attch5 - Complaint Process Flowchart:

Description: This is a summarized visual reference for how complaints are handled.

**A. Link to Strategic Goals / Objectives: Strategic Focus 2025:**

Transparent and equitable governance

**Management in Progress 2021:**

Memorialize institutional knowledge

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

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

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:** No motion necessary.

Attachments:

1. Attch1 - ADM 10X Whistleblower Procedures
2. Attch2 - ADM-102 Harassment Discrimination Retaliation Claims - 11-10
3. Attch 3 -ADM-10X Complaint Procedure - HDR 11-16-20 (002)
4. Attch 4 - ADM-104 Municipal Programs and Service Delivery Complaint Process
5. Attch 5 - COMPLAINT PROCESS FLOWCHART

## **Whistle Blower Procedures**

1. **PURPOSE:**

It is the procedures (pursuant to Sections 112.3187-112.31895, Florida Statutes) of the City of Destin, that its employees and members of the community have the opportunity to confidentially report allegations of wrongdoing, inappropriate conduct, and actions that may create specific danger that jeopardize the health, welfare, and safety of its employees as well as the general public. It is also the intent of these procedures to protect reporting staff from adverse actions, i.e., retaliation for disclosing and reporting information alleging improper use of office, waste of funds, or any other abuse or neglect of duty on the part of a department, employee, or management.

2. **REFERENCES:**

Florida Statutes pursuant to Sections 112.3187-112.31895, City of Destin Personnel Rules and Regulations, Ordinance 109, as amended.

3. **Procedures:**

### **Procedures for Whistle Blower Complaints and Complaints Retaliation:**

- A. The Human Resources (HR)/Risk Management Division which reports directly to the City Manager/Deputy City Manager shall receive allegations (provided that the allegations do not involve the HR Division) pursuant to these procedures. If the allegations involve the HR Division, then the City Manager/Deputy City Manager shall receive the report.
- B. Reports or alleged wrongdoing must be submitted in writing on the Whistleblower Complaint Form and the Retaliation Complaint Form (attached) and must include a verifiable name, address, and telephone number of the reporter.
  - a. Forms are available on the City of Destin website and can be completed and submitted electronically.
  - b. The name and identity of any individual who files a valid written whistleblower report of wrongdoing and confidentiality of the information disclosed is protected pursuant to Section 112.3188, Florida Statutes, as amended. The Statute states that the name and identity of any individual and information provided shall remain confidential so that investigative procedures can be performed without revealing the source.

- C. Employees are encouraged to bring concerns to their supervisors for discussion and resolution. If the concerns are of a sensitive nature and it is felt that resolution cannot be accomplished by the supervisor, then the appropriate complaint forms should be completed and forwarded to the HR/Risk Division. Reports of alleged wrongdoing which are not in this format, i.e., Whistleblower Complaint Form and the Retaliation Complaint Form will not be investigated by the HR/Risk Division and pursued under these procedures. Also, if the complaint is not of the types of improper activity listed on (page 2) then it does not meet whistleblower criteria and a complaint should not be filed on the Whistle Blower Complaint Form. All concerned individuals are encouraged to contact either the HR Division or City Manager's office to determine whether the alleged wrong-doing meets whistle blower criteria.
- D. Whistleblower investigations will be concluded with the forwarding of a written report with findings and conclusions submitted to the City Manager/Deputy City Manager and City Attorney within 90 days of the date on which allegations were received. The HR/Risk Manager will then discuss the findings with the City Manager (provided the allegations do not involve the City Manager if so then these allegations will be brought before the entire City Council for resolution) and City Attorney. Then the City Manager and/or HR Division shall implement the appropriate corrective action.

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Lance A. Johnson  
City Manager

Attachments:

1. Whistleblower Complaint Form
2. Retaliation Complaint Form

**WHISTLEBLOWER  
COMPLAINT FORM**

**Office Use Only**

**Date Received:** \_\_\_\_\_

**Case No:** \_\_\_\_\_

**Date contacted HR:** \_\_\_\_\_

**Date contacted CM:** \_\_\_\_\_

**Return to:**

Human Resources/Risk Division

City Hall

4200 Indian Bayou Trail, Destin, FL 32541

Email: [HR@cityofdestin.com](mailto:HR@cityofdestin.com)

Telephone: 850-837-4242

*(Please Type or Print Clearly)*

**Person (Name of Person) Filing Whistleblower Report:**

Name: \_\_\_\_\_ Date: \_\_\_\_\_ Department: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Location: \_\_\_\_\_ Best time to Call: \_\_\_\_\_

Independent Contractor or Private Citizen: \_\_\_\_\_

**Complaint Filed Against:**

Name(s): \_\_\_\_\_ Their Supervisor(s) if known: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Department: \_\_\_\_\_

Division: \_\_\_\_\_ Location: \_\_\_\_\_

**Type of Improper Activity (Please Check):**

\_\_\_ Violation or suspected violation of federal, state, or local law or regulation, committed by a City employee or agent, or independent contractor, which poses a substantial and specific danger to the public's and/or employees health and safety.

\_\_\_ Act or suspected act of mismanagement, malfeasance (performance of a wrongful act) or misfeasance (misuse of power or authority) committed by an employee, agent, or independent contractor of the City of Destin.

\_\_\_ Act or suspected act of waste of public funds by an employee, agent, or independent contractor of the City of Destin.

1: What is the allegation of improper activity? Please describe in detail.

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2: When did the event(s) take place? Please indicate date, time, and frequency.

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3: Where did the events(s) occur?

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4: Are there other witnesses? If so, what are their names, positions, and departments?

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5: Is there evidence that can be examined or documentation which can be reviewed? If yes, describe the evidence and where it can be found, if known.

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6: How do you know about the improper action? Did you see it occur? Did you see documentation indicating it occurred? Did you hear about it from someone?

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7: Were there any witnesses to the improper act? If so, identify by name, home/work address, Home/work telephone number, or where they can be reached during the day.

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8: What specific law or state regulation has been violated, if you know?

9: Have you filed a complaint with this Office previously? Yes \_\_\_\_\_ No \_\_\_\_\_

10. Is this complaint now pending with any other Agency? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please give the name(s) and Address(es) of the Agency(ies):

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

- If additional space is needed, continue back, and use additional sheets if necessary.

**RETALIATION COMPLAINT  
FORM**

**Office Use Only**

**Date Received:** \_\_\_\_\_

**Case No:** \_\_\_\_\_

**Date contacted HR:** \_\_\_\_\_

**Date contacted CM:** \_\_\_\_\_

**Return to:**

Human Resources/Risk Division

City Hall

4200 Indian Bayou Trail, Destin, FL 32541

Email: [HR@cityofdestin.com](mailto:HR@cityofdestin.com)

Telephone: 850-837-4242

*(Please Type or Print Clearly)*

1a: Name: \_\_\_\_\_

1b: Address: \_\_\_\_\_

1c: Phone # Home ( ) \_\_\_\_\_ Work ( ) \_\_\_\_\_

1d: Department & Position: \_\_\_\_\_

2: Have you previously engaged in any of the following protected whistleblower activities: filed a whistle blower report (of wrongdoing); given testimony or other evidence in a whistleblower investigation; declined to give testimony or other evidence in a whistleblower investigation?

\_\_\_\_\_ Yes \_\_\_\_\_ No If yes when? \_\_\_\_\_

If yes, what agency, employee and/or independent contractor was under investigation, if known?

\_\_\_\_\_

3. Please state your complaint in detail. *Include (a) name(s) of person(s) committing the retaliation(s); (b) a description of the retaliation(s); (c) place where retaliation(s) occurred; (d) date(s) on which retaliation(s) occurred, and any other information pertinent to the complaint.*

*Continue back page or use additional sheets, if necessary. Attach substantiating documentation to complaint, if available.*

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Effective: September 1, 2020

### **Harassment, Discrimination, and or Retaliation-Claims**

This City of Destin operating instruction establishes procedures for investigating and resolving claims of unlawful harassment, discrimination, or **retaliation** and to ensure a standard complaint process.

**REFERENCES:** Federal, State and local laws, including Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1967 and the Americans with Disabilities Act of 1990, Florida Statutes Chapter 760, Florida Statutes, Chapter 119, Public Records, State of Florida General Schedule for State and Local Government Agencies (GS1-SL). City of Destin Personnel Rules & Regulations (Employee Manual), ADM-31 Code of Ethics, ADM-92 General Principles & Protocols, ADM-05 Procedure for Handling Public Records Requests, ADM-10X Complaint Procedures.

**I. GENERAL:** The success of the City of Destin’s services is dependent on the trust and confidence we earn from our employees, customers, and residents. We gain credibility by adhering to our commitments, displaying honesty and integrity, and by attaining the City’s goals. Each employee is responsible for knowing and adhering to the values and standards set forth in these procedures and for raising questions if we are uncertain about organization procedures. If we are concerned whether the standards are being met or are aware of violations of these procedures, we must contact the Human Resources (HR) department. The City of Destin takes seriously the standards set forth in these procedures, and violations are cause for disciplinary action up to and including termination of employment in accordance with the personnel rules and regulations.

#### **II. DEFINITIONS:**

**A. Discrimination:** any verbal or physical conduct designed to create discriminatory work conditions; or to use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, the person’s race, color, national origin, age, religion, disability status, gender, sexual orientation, gender identity, genetic information or marital status.

**B. Harassment:** any verbal or physical conduct designed to threaten, intimidate, or coerce an employee, co-worker, or any person working for or on behalf of the City of Destin (“City”). Verbal harassment includes comments that are offensive or unwelcome regarding a person’s national origin, race, color, religion, gender, sexual orientation, age, body, disability, or appearance, including epithets, slurs, and negative stereotyping.

Nonverbal harassment includes distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward an individual or group because of national origin, race, color, religion, age, gender, sexual orientation, pregnancy, appearance, disability, sexual identity, marital status or other protected status.

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when submission to or rejection of such conduct is used as the basis for employment decisions or such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment.

(Courteous, mutually respectful, pleasant, noncoercive interactions between employees that are appropriate in the workplace and acceptable to and welcomed by both parties are not considered to be harassment, including sexual harassment.)

**C. Retaliation:** when an employer or manager takes negative action against an employee because he/she has filed a formal complaint about workplace discrimination or harassment.

Examples of retaliation may include:

Transferring an employee to a different department or work location

Withholding the employee from a raise or promotion

Providing the employee with a negative performance review

Making the employee's work environment feel unsafe or uncomfortable

Limiting the number of hours the employee works

**III. PROCEDURES:** The City strives to create and maintain a work environment based upon our core values in which people; citizens alike are treated with professionalism, stewardship, and respect. The environment of the organization should be characterized by mutual trust and the absence of intimidation, oppression, exploitation, and retaliation. The City will not tolerate unlawful discrimination or harassment of any kind. Through enforcement of these procedures and by education of employees, the City will seek to prevent, correct, and discipline behavior that violates these procedures.

Managers and supervisors who knowingly allow or tolerate discrimination, harassment, or retaliation, including the failure to immediately report such retaliation to HR, are in violation of these procedures and subject to discipline.

**A. Prohibited Conduct Under These Procedures:**

The City prohibits discrimination, harassment of any kind, improper personal behavior, and or retaliation, and will take appropriate and immediate action in response to complaints or knowledge of violations of these procedures in compliance with all applicable federal, state and local anti-discrimination and harassment laws and regulations.

*Consensual Romantic or Sexual Relationships*

The City strongly discourages romantic or sexual relationships between a manager or other supervisory employee and his or her staff (an employee who reports directly or indirectly to that person) because such relationships tend to create compromising conflicts of interest or the appearance of such conflicts. In addition, such a relationship may give rise to the perception by others that there is favoritism or bias in employment decisions affecting the staff employee. Moreover, given the uneven balance of power within such relationships, consent by the staff member is suspect and may be viewed by others, or at a later date

by the staff member, as having been given as the result of coercion or intimidation. The atmosphere created by such appearances of bias, favoritism, intimidation, coercion, or exploitation undermines the spirit of trust and mutual respect that is essential to a healthy work environment. If there is such a relationship, the parties need to be aware that one or both may be moved to a different department or other actions may be taken.

If any employee of the City enters into a consensual relationship that is romantic or sexual in nature with a member of his or her staff (an employee who reports directly or indirectly to him or her), or if one of the parties is in a supervisory capacity in the same department in which the other party works, the parties must notify the HR manager or other appropriate corporate officer. Because of potential issues regarding quid pro quo harassment, the City has made reporting mandatory. The City may require both parties to the consensual relationship to acknowledge such relationship by executing a Romance Agreement to affirm that such relationship is, in fact, consensual and that should the relationship end, that the parties will inform the HR immediately. This requirement does not apply to employees who do not work in the same department or to parties where neither one supervises or otherwise manages responsibilities over the other.

**B. Retaliation:**

No hardship, loss, benefit, or penalty may be imposed on an employee or complainant in response to:

- Filing or responding to a bona fide complaint of discrimination or harassment;
- Appearing as a witness in the investigation of a complaint; or Serving as an investigator of a complaint.

Lodging a bona fide complaint will in no way be used against the complainant. If the complainant is an employee, there will be no adverse impact on the individual's employment status. However, filing groundless or malicious complaints is an abuse of these procedures and will be treated as a violation. Any employee who is found to have violated this aspect of the procedures will be subject to discipline up to and including termination of employment.

**IV. CONCLUSION:** At the City of Destin, we must have the courage to tackle the tough decisions and make difficult choices. Doing so will enable us to send a clear message to the public that the City is committed to doing the right thing. This means sometimes being held to a higher standard than what the law requires. Just because an action is legal does not necessarily mean it is ethical or appropriate.

Although the City of Destin's guiding principles cannot address every issue or provide answers to every dilemma, they can define the spirit in which we intend to do business and should guide us in our daily conduct.

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Lance A. Johnson  
City Manager

## COMPLAINT PROCEDURE

This City of Destin operating instruction establishes procedures for investigating and resolving claims of unlawful harassment, discrimination, or **retaliation** and to ensure a standard complaint process.

**REFERENCES:** Federal, State and local laws, including Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1967 and the Americans with Disabilities Act of 1990, Florida Statutes Chapter 760, Florida Statutes, Chapter 119, Public Records, State of Florida General Schedule for State and Local Government Agencies (GS1-SL). City of Destin Personnel Rules & Regulations (Employee Manual), ADM-31 Code of Ethics, ADM-92 General Principles & Protocols, ADM-05 Procedure for Handling Public Records Requests, ADM-102 Harassment, Discrimination, and or Retaliation-Claims.

I. **GENERAL:** The success of the City of Destin's services is dependent on the trust and confidence we earn from our residents, employees and customers.. We gain credibility by adhering to our commitments, displaying honesty and integrity, and by attaining the City's goals.

II. **PROCEDURES:** Through enforcement of these procedures and by education of employees, the City will seek to prevent, correct, and discipline behavior that violates City policy and procedures.

Managers and supervisors who knowingly allow or tolerate discrimination, harassment, or retaliation, including the failure to immediately report such retaliation to HR, are in violation of these procedures and may be subject to discipline.

### **A. Investigative Responsibility:**

The City will investigate employees when discriminatory, harassing or retaliatory conduct is observed or alleged. The purpose of an investigation is to determine who is responsible for the behavior, what the behavior consisted of, and what steps and disciplinary action, if necessary, need to be taken as a follow-up to the investigation. Investigations are classified as either informal or formal and this document consists of the City's adopted standards and procedures that must be met and followed for all investigations.

1. Complaints must be reported within ten (10) calendar days of the date the complainant knew or should have known of the events giving rise to the alleged discrimination, harassment or retaliation.
2. Any City employee who observes or learns of any discrimination, harassment or retaliation, as defined above, shall promptly report the conduct to their supervisor, Department Head, HR Manager, City Manager designee or the City Manager as appropriate. This obligation to report discriminatory, harassing or retaliatory conduct is mandatory and is independent of the alleged victim's desire or wish to not report the conduct, maintain its confidentiality or acquiesce to it.

Simply stated, if you observe or learn of any conduct that violates these procedures or City policy, you must report it. Failure to do so may result in your discipline, up to and including your termination.

3. Complaints must be submitted in turn, preferably in writing, to the HR Manager who will notify the City Manager (and/or their designee.) The HR Manager may assist the complainant in completing a written statement or, in the event the individual refuses to provide information in writing, the HR Manager will dictate the verbal complaint.
4. If necessary, the complainant and the respondent will be separated during the course of the investigation, either through internal transfer or administrative leave; reference section E (2).
  - a) Depending on the severity of the complaint, the employee will be re-assigned and the supervisor will take over responsibly of work product/case load/communication in relation to the complainant until the matter is closed.

**B. Types of Investigations:** There are two types of investigations: formal and informal.

Informal investigations: should occur at the lowest level possible, which is commonly at the departmental level. Informal investigations typically include incidents of unprofessional behavior such as inappropriate language or conduct and should be handled by the subject of the investigation's direct supervisor. The HR Manager is available to assist with discussions with staff if needed. If resolution of the complaint cannot be reached at the immediate supervisor's level, then a formal written complaint against the employee may be filed with the City's HR Department for formal investigation.

Formal investigations: occur at the City level. Formal investigations typically include serious incidents of inappropriate behavior or misconduct (such as physical touching or threatening statements or acts) or other discriminatory, harassing or retaliatory behavior that results in the complainant fearing for his/her personal safety or job/position security. Formal investigations could also include incidents that illustrate a pattern of unacceptable behavior or complaints that are not informally resolved. Formal investigations should be handled at the City level by an assigned investigator, however the City has the sole discretion to retain an outside third-party to conduct a Formal investigation as circumstances warrant. Incidents that will require a formal investigation should be documented and reported to the HR Department.

**C. Informal and Formal Investigation Common Requirements:**

1. Reporting Requirements to Outside Agencies: If during the course of the investigation, whether informal or formal, there is reasonable suspicion of criminal activity, the appropriate law enforcement agency must be contacted immediately. Coordination should take place with the law enforcement agency to determine if proceeding with a City investigation would interfere with criminal proceedings. City investigations should always defer, where appropriate, to authorized agency proceedings.

Note: Documentation of reported issues should be maintained by the individual who made the report. If law enforcement is contacted, a case number should be recorded if an investigation is opened.

2. Administrative Leave:

- a. Employees who are currently under investigation by the Okaloosa County Sheriff's Office will be placed on administrative leave with or without pay until the completion of the investigative process.
  - b. When allegations of discrimination, harassment or retaliation are made that could seriously impact City's operations, the employee will be placed on administrative leave with or without pay until the completion of the investigative process.
3. Employee Rights:
- a. Notification - Employees will be notified of complaints that have been made against them within five (5) working days from the time that the City was made aware of the alleged incident or complaint as set forth in these procedures.
  - b. Due Process: - Employees should receive fair treatment in all aspects of the investigation. An employee who has any allegations made against them should have the right to review and respond to those allegations.
4. Priority Access to City Records: The investigator shall have priority in accessing necessary City records in the course of their investigation. Outside investigators should coordinate the request of records through the City Clerk.

### III. INVESTIGATIONS:

**A. Informal investigations:** These types are handled at the City or departmental level should follow the process detailed below. If during the course of an informal investigation, it is determined that the investigation should be handled formally, the City or department head should immediately contact the HR Department to initiate a formal investigation.

**B. Informal Investigation Procedures:**

1. Gather Evidence/Information – Gather any evidence that will assist in determining whether an allegation is substantiated or unsubstantiated. Potential evidence to be gathered is listed under Section 5 (2)(e).
2. Interview Witnesses/Complainants/Respondents - All parties involved should be interviewed about the issues under investigation and/or given an opportunity to respond to the statements of others. Ask detailed questions regarding exactly what happened. Request a signed and dated written statement form from the witness(es). Typically, the respondent should be interviewed last.
3. Ensure Confidentiality – Inform the complainant and all witnesses that they are responsible for maintaining confidentiality.
4. Determine Substantiation of Allegations - After carefully reviewing the evidence collected and interviewing all witnesses, victim(s), and respondent(s) a determination should be made whether the allegations are substantiated or unsubstantiated.
  - a. If the investigation is inconclusive or if it is determined that there has been no violation of policy or procedures, but potentially problematic conduct may have occurred, the HR Manager may recommend appropriate preventive action.

5. Communicate Results – The complainant and the respondent should be informed regarding the results of the investigation and whether the allegations or complaints were substantiated or unsubstantiated.
6. Corrective/Disciplinary Action – Corrective/Disciplinary action could include, but is not limited to, further training, a letter of concern or reprimand, verbal counseling, or other measures as appropriate.
  - a. the appropriate action will depend on the following factors;
  - b. willingness to improve, overall work performance, job attitude;
  - c. the severity, frequency and pervasiveness of the conduct;
  - d. prior complaints made by the complainant;
  - e. prior complaints made against the respondent;
  - f. serious nature of the offence; and
  - g. the quality of the evidence (e.g., firsthand knowledge, credible corroboration)
7. Document – For informal investigations, documentation should be recorded by the City or department head and should include a summary of the original complaint or allegation, the information that was obtained, whether the allegations were substantiated or unsubstantiated and any corrective/disciplinary actions taken. Documentation should be maintained for five (5) years in accordance with the records retention requirements of the State of Florida General Schedule for State and Local Government Agencies (GS1-SL). Documentation of any corrective/disciplinary action should be forwarded to the HR Department for placement in the employee’s personnel file.

**C. Formal Investigations:** Formal investigations are initiated by the City Manager or designee upon the completion of the City’s “Employee Complaint Form” (Appendix 4). All incidents that require a formal investigation will be investigated by the City in accordance with the standards and procedures within these guidelines and other applicable City policies. Law enforcement agencies will be notified of complaints when warranted to initiate their own investigations. There are twotypes of formal investigations which are described below.

**D. Types of Formal Investigations:**

1. Formal City investigations are comprehensive, in-depth, fact-finding endeavors to obtain all the information and evidence regarding the complaint. These facts are used to ultimately determine if the allegations contained in the complaint are true. Investigations may involve obtaining, reviewing, and analyzing documents, obtaining other forms of evidence, conducting interviews of complainant and witnesses or other involved parties, and the individual who is the subject of the investigation. Investigations also involve consistent coordination with outside agencies who may be involved depending on the nature of the complaint and the investigation.
  - a. A formal City investigation involves a complete analysis of all the facts and evidence gathered and is finalized with a comprehensive written report that follows the approved reporting format. The results of the investigation will typically determine if or to what degree the alleged action(s) occurred and produce a determination as to whether or not the complaint is substantiated.

- b. The City Manager, after review and consideration of the formal written report, including any staff recommendations, may make his/her own recommendations for disciplinary action.
2. Criminal Investigations - Criminal investigations involve possible criminal activity by a City employee, which if substantiated could result in arrest and prosecution. These investigations are handled by law enforcement agencies who determine if a criminal offense occurred. Employees who are currently under a criminal investigation will be placed on paid administrative leave pending the conclusion of the law enforcement investigation.

Note: The City will not interfere with outside agency investigations into allegations of criminal activity. The City will cooperate to the fullest extent with these outside agencies. However, at the conclusion of the investigation, the City may also initiate a City investigation to determine appropriate disciplinary action to be taken by the City.

#### **E. Formal Investigation Procedures:**

1. Report to Law Enforcement if Warranted – If the complaint or incident involves potential or suspected criminal behavior, the City Manager, his/her designee, HR or Department Head will report the matter to the appropriate law enforcement agency, if warranted in their reasonable discretion.
2. Notify HR Division – Department Heads must notify the City Manager or HR Department of their recommendation that the investigation that should be handled formally. If a case is taken by a law enforcement agency, the HR Department must be notified immediately.
3. Intake/Completion of Complaint Form - Formal investigations are initiated by the HR Department upon the completion of the City’s “Employee Complaint Form” (Appendix 4).
4. Assignment of the Investigator – The HR Division will assign an investigator to the case. If the City does not employ an investigator on staff, then an external investigator may be hired and assigned with the approval of the City Manager. External investigators will be required to follow all applicable City policies and Investigative Procedures.
5. Plan the Investigation – A comprehensive review of reported facts at the start of an investigation is essential to a successful and accurate final outcome. A diligent analysis, by the assigned investigator, of the reported facts will help determine what documents and evidence will be needed and which individuals are to be interviewed.

The analysis of the reported facts should consider the following:

- a. Number of individuals involved.
- b. Time period covered.
- c. Nature and extent of any evidence that should be collected.
- d. Challenges or constraints in interviewing parties or obtaining evidence.
- e. Time frame required for completion.

The investigative procedural steps must be completed within a reasonable period-of-time.

The investigator must provide a complete and finalized written report within (30) calendar days of the close of the investigation, to both the complainant and respondent.

6. Communication During Investigations - Communication between the investigator and the HR Manager must remain open at all points throughout the investigative process. The HR Manager should maintain appropriate communication with the City Manager.
7. Gather Evidence/Information – The assigned investigator should gather any evidence that will assist in determining whether an allegation is substantiated or unsubstantiated. Evidence collected during an investigation may consist of many types of documents or items. Evidence should be relevant and useful in documenting the facts and the conclusion. The investigator should obtain pictures of potential evidence where possible and relevant. Witness, victim, and respondent statements should be recorded on a uniform form developed by the City and include a signature and date. Information, evidence, and data gathered during an investigation should be carefully documented and organized and should be supported with the attached uniform form developed by the City. Potential evidence may include, but is not limited to, the following:
  - a. Witness Statements and Interview Notes
  - b. Alleged Victim Statements and Interview Notes
  - c. Respondent Statements and Interview Notes
  - d. Other coworkers or Supervisor’s Statements
  - e. Physical Evidence
  - f. Computer/Forensic Evidence or Evaluations
  - g. Photographs
  - h. Emails or Other Written Communication
  - i. Newspaper Articles
  - j. Video
  - k. Text Messages
  - l. Social Media Posts/Communications
  - m. Performance Evaluations
  - n. Results of Reasonable Suspicion or Random Drug/Alcohol Screenings
  - o. Other Relevant Items
8. Interview Witnesses/Complainants/Respondents - All parties involved should be interviewed about the issues under investigation and/or given an opportunity to respond to the statements of others. Ask detailed questions regarding exactly what happened. Request a signed and dated written statement form from the witness(es) using a uniform form developed by the City. Typically, the respondent should be interviewed last.
9. Ensure Confidentiality – Inform the complainant and all witnesses that they are responsible for maintaining confidentiality.
10. Determine Substantiation of Allegations - After carefully reviewing the evidence collected and interviewing all witnesses, victim(s), and respondent(s) a determination should be made whether the allegations are substantiated or unsubstantiated.
11. Written Report and Documentation – The investigator must prepare a written report at the conclusion of the investigation. The report should thoroughly address all relevant aspects of the investigation, should be accurate, objective, understandable, and logically organized. The report

should summarize the original complaint. Supporting documents must be attached if available and the investigator should include a conclusion of substantiated or unsubstantiated.

The written report should follow the approved reporting format and include the following sections:

- a. Introduction of Complaint/Incident – a detailed description of the events surrounding the original complaint.
- b. City Policy and Procedures Considerations – an overview of the City Policies and Procedures that may have been violated.
- c. State and Federal Rules and Law Considerations – an overview of laws including Federal and State to include principles of Professional Conduct/Code of Ethics for professional regulatory boards/commissions.
- d. Investigative Facts – a thorough analysis of the fact-finding process. This section should include any statements that are relevant to the outcome of the investigation.
- e. Conclusion – The investigator should include a determination that states whether the alleged action(s) are substantiated or unsubstantiated and, if so, which policies were violated.
- f. Signatures – The investigator should obtain signatures from the Investigator, the HR Manager, the Respondent’s Direct Supervisor, Department Head, and the City Manager. The investigator and Human Resource Department will also be required to obtain signatures from the respondent and the complainant acknowledging that they have received the report.

The full investigative report file(s) should be maintained for five (5) years in accordance with the records retention requirements of the State of Florida GS1-SL. A summary of the complaint, whether the complaint is substantiated or unsubstantiated and any corrective or disciplinary action taken, should be maintained in the respondent employee’s personnel record permanently.

12. Communicate Results – The complainant and the respondent should be informed regarding the results of the investigation and whether the allegations or complaints were substantiated or unsubstantiated. Department Heads and Direct Supervisor(s) should be notified of any disciplinary measures taken against their employees.
13. Acknowledgement/Signatures – The Human Resource Department will be required to obtain the signatures and the delivery receipts from both the respondent and the complainant. Department Heads and Direct Supervisor(s) will be provided a copy of the investigative report to sign before finalization.
14. City Manager Action – The City Manager after review of the investigative report, including any staff recommendations, may take appropriate corrective and/or disciplinary action.

**IV. CONFIDENTIALITY:** All complaints and investigations are treated confidentially to the extent possible, and information is disclosed strictly on a need-to-know basis. The identity of the complainant may be revealed to the parties involved during the investigation, and the HR Manager will take adequate steps to ensure that the complainant is protected from retaliation during and after the investigation. Management personnel who discuss cases in which they or any of their employees are involved with anyone other than those persons directly involved, will be subject to discipline, including discharge,

unless they have been given specific instructions to the contrary. All information pertaining to a complaint or investigation under these procedures will be maintained in secure files within the HR department. Confidentiality of Investigations and Exemption of Records: In regard to the confidentiality of investigations and exemptions of records, the City will adhere to §119(2)(k), Florida Statutes, and all other applicable laws.

**V. CONCLUSION:** Although the City of Destin’s guiding principles cannot address every issue or provide answers to every dilemma, they can define the spirit in which we intend to do business and should guide us in our daily conduct.

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Lance Johnson

City Manager

Attachments:

1. Investigative Techniques & Suggestions
2. Interviewing Complainant & Witnesses
3. Investigations Checklist
4. Complaint Form

## **Attachment 1**

### **Investigative Techniques and Suggestions**

When charged with conducting an investigation into allegations of retaliation by a City employee:

- Take ALL allegations seriously and treat them accordingly.
- Use due care in conducting investigations and preparing reports.
- Take steps to ensure the safety and well-being of all involved; remove the accused from contact with complainant / witnesses / customers.
- Notify the subject of the investigation of the allegations and provide direction that he/she should conduct him or herself in an appropriate fashion.
- If there is a suspicion of criminal activity, contact the appropriate law enforcement agency immediately. Coordinate with the law enforcement agency to determine if the administrative investigation would interfere with criminal proceedings. Administrative investigations should always defer to criminal proceedings.
  - When appropriate notify the Department of Children and Families (refer to s. 39.201, Florida Statutes.)
- Acquire any physical evidence relative to the case. Document each item and properly maintain it in a secure location throughout the investigation.
- Establish a chain of custody for the evidence.
- Determine pertinent complainant / witnesses, i.e. typically individuals that have or may have firsthand knowledge of the incident.
- If an alleged incident occurred in a workshop, seminar, or conference; obtain and keep the roster.
- Compile complainant / witness's statements and physical evidence in a comprehensive report which presents the facts fairly and objectively.
- All investigations must meet the appropriate timelines.

## **Attachment 2**

### **Interviewing the Complainants and Witnesses**

Interviews should be conducted in a private room or area that is sparsely decorated and is neat and orderly with minimal contents or distractions. For example, a small conference room with a table and chairs.

When conducting an interview:

- Plan questions to establish good flow to the interview but be prepared to improvise and ask impromptu questions.
- Be aware of employees' rights and requirements.
- Complainants / witnesses should be interviewed first; in private and confidentially.
- The accused should be interviewed last.
- Never interview the complainant / witnesses in the present of the accused.
- Interview complainant / witnesses individually, in private, and with limited distractions.
- Begin interviewing pertinent complainant / witnesses as soon as possible while events are fresh in their minds.
- Establish a positive rapport with interviewees but remain professional and objective.
- Always advise the complainant / witnesses to remain truthful and that the purpose of the interview is to establish the facts of the complaint.
- Avoid intimidation tactics and accusatory tones.
- During the interview, ask variations of, "Is there any other information that you can remember/provide that would be helpful in determining what happened?"
- Do not interrupt a victim/witness during an interview, allow them to talk; Silence between questions will often elicit additional information.
- Be an active listener during an interview and reiterate or restate responses to ensure accuracy if necessary.
- Complainants / witnesses statements should be specific, provide complete information, and whenever possible should include who, what, when, where, why, and how.
- Encourage reporting of retaliation and any attempts to influence complainant / witnesses.
- When the interview is complete, explain the remaining steps before the process is complete.
- Remind all individuals that the conversation is confidential and should not be discussed with others.
- Obtain current and accurate contact information (full name, age, date of birth, address, and telephone numbers) for all complainant / witnesses.
- Provide complainant / witnesses with your contact information in the event that they have additional information to provide.

### **Attachment 3**

### **Informal Investigations Checklist**

- \_\_\_\_\_ Notify respondent of complaint within five (5) working days (Refer to Section 3(c) Employee Rights).
  
- \_\_\_\_\_ Gather any evidence.
  
- \_\_\_\_\_ Interview all witnesses and the complainant and obtain statements.
  
- \_\_\_\_\_ Interview the respondent and obtain their statement.
  
- \_\_\_\_\_ Determine substantiation of the allegations.
  
- \_\_\_\_\_ Communicate results.
  
- \_\_\_\_\_ Determine corrective or disciplinary action.
  
- \_\_\_\_\_ Document the complaint and all actions taken to resolve the issue.

## Complaint Form

### Complainant Information

Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

### Employee Information

Name of Employee: \_\_\_\_\_

Employee's Job Title: \_\_\_\_\_

### Incident Information

Date/Time of Incident: \_\_\_\_\_

Location of Incident: \_\_\_\_\_

Statement / Description of Incident: *(Who? / What? / When? / Where? / Why?)*

In your opinion, was this problem / incident in violation of a company policy or procedures? Yes    No

If yes, specify which policy or procedures and how the incident violated it. (**harassment / discrimination / retaliation**)

Have you reported this incident to anyone else? If so, whom? \_\_\_\_\_

Witness(es) to Incident: \_\_\_\_\_

What ideas do you have for remedying the situation?

Is there any other information you feel is relevant to this situation?

Signature of person preparing this form: \_\_\_\_\_ Date: \_\_\_\_\_

Received by whom: \_\_\_\_\_ Date: \_\_\_\_\_

Human Resources: \_\_\_\_\_ Date: \_\_\_\_\_

Background information to incident: \_\_\_\_\_

Findings: \_\_\_\_\_

Recommended Action: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Deputy City Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Comments:

City Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Comments:

(If applicable)

City Attorney: \_\_\_\_\_ Date: \_\_\_\_\_

Comments:

Human Resources: \_\_\_\_\_ Date: \_\_\_\_\_

Follow up actions: \_\_\_\_\_

File date:

Attachments as needed: \_\_\_\_\_

## **Municipal Complaints Process**

### **1. PURPOSE**

This process is intended to enable the City of Destin to promptly and effectively address program and service delivery concerns raised by members of the community. The process will assist the municipality in providing excellent service to the public and contribute to continuous improvement of operations. This process applies to all employees and volunteers of the City of Destin and is intended only to establish uniform guidelines and aid employees and volunteers to ensure satisfactory resolution of a complaint concerning a city program or service delivery. This Process is not intended to and it does not create any legal right, cause of action, or any sort of claim for the complainant.

The City of Destin strives to increase customer satisfaction by:

- Providing a fair complaint procedure which is clear and easy to use for customers wishing to make a complaint; and
- Providing a timely and accurate response to bona fide complaints; and
- Using complaints as an opportunity to improve program and service delivery issues.

### **2. REFERENCES**

Florida Statutes, Chapter 112 Part III of Code of Ethics for Public Officers and Employees, City of Destin Charter, City of Destin Personnel Rules & Regulations (Employee Manual), ADM-31 Code of Ethics, ADM-92 General Principles & Protocols.

### **3. PROCESS:**

#### **Definition**

A complaint is an expression of dissatisfaction related to a municipal program, service, facility, staff member or volunteer, where a citizen believes that the municipality has not provided a service experience to the customer's satisfaction at the point of service delivery and a response or resolution is expected. To file a general complaint, residents should use the Citizen Issue/Request Submission Portal found on our website. Residents may also contact the Office of the City Manager via telephone to file a general complaint. The City's Sr. Administrative Coordinator or other City Manager Designate will submit all complaints received via telephone into the Citizen Issue/Request Submission Portal for processing.

Anonymous complaints will not be addressed except in circumstances where the subject matter of the complaint creates a health and safety situation or other serious effect.

A complaint is different from:

- A request for service made on behalf of a citizen for a specific service, or to notify the municipality that a scheduled service was not provided on time. (Example of a Request for Service: streetlight outage; garbage/recycling; potholes; sidewalks, code compliance issues)
- A general inquiry or specific request for information regarding a municipal service.
- An opinion or feedback, comment and expression of interest in a program or service process.
- A suggestion or idea submitted by a customer with the aim of improving services, programs or processes.

This process does not apply to complaints regarding:

- A decision of Council or a decision of an advisory board or committee of Council.
- Internal employee complaints.
- Matters addressed by legislation or an existing municipal . Ordinance, resolution, or regulation.
- Matters that are handled by tribunals, courts of law, quasi-judicial boards etc.

#### **Resolution:**

The complainant is encouraged to attempt to resolve concerns by dealing with municipal employee(s) directly involved with the issue where appropriate.

All employees are responsible to resolve concerns by dealing with bona fide issues or concerns before they become complaints.

#### Process for Filing a Complaint

Where a mutually agreed upon resolution between the citizen and the employee cannot be achieved, complaints shall be submitted through the Citizen Issue/Request Submission Portal.

All complaints received will be logged and forwarded to the City Manager and appropriate department head or designate. The complainant will receive notification from the Office of the City Manager that the complaint has been received and is assigned a tracking number.

The employee assigned to investigate the complaint shall acknowledge receipt of the complaint within two business days.

#### Decision

Within ten business days of receipt of being assigned investigation of the complaint, the employee shall provide a response to the City Manager or their designee and the complainant to advise of the outcome; or provide an estimated timeline for the resolution of the complaint.

The response shall include:

- Reasons for the decision.
- Actions, if any, the municipality has taken or will take because of the complaint.
- If the department is unable to provide a response within (10) business days, they shall notify the City Manager or their designee and the complainant of the delay and provide an estimate of when a response will be provided.

#### Record Keeping

The Office of the City Manager shall save a copy of the complaint and resolution for record keeping purposes only, in accordance with applicable laws and internal regulations.

#### Appeal Process

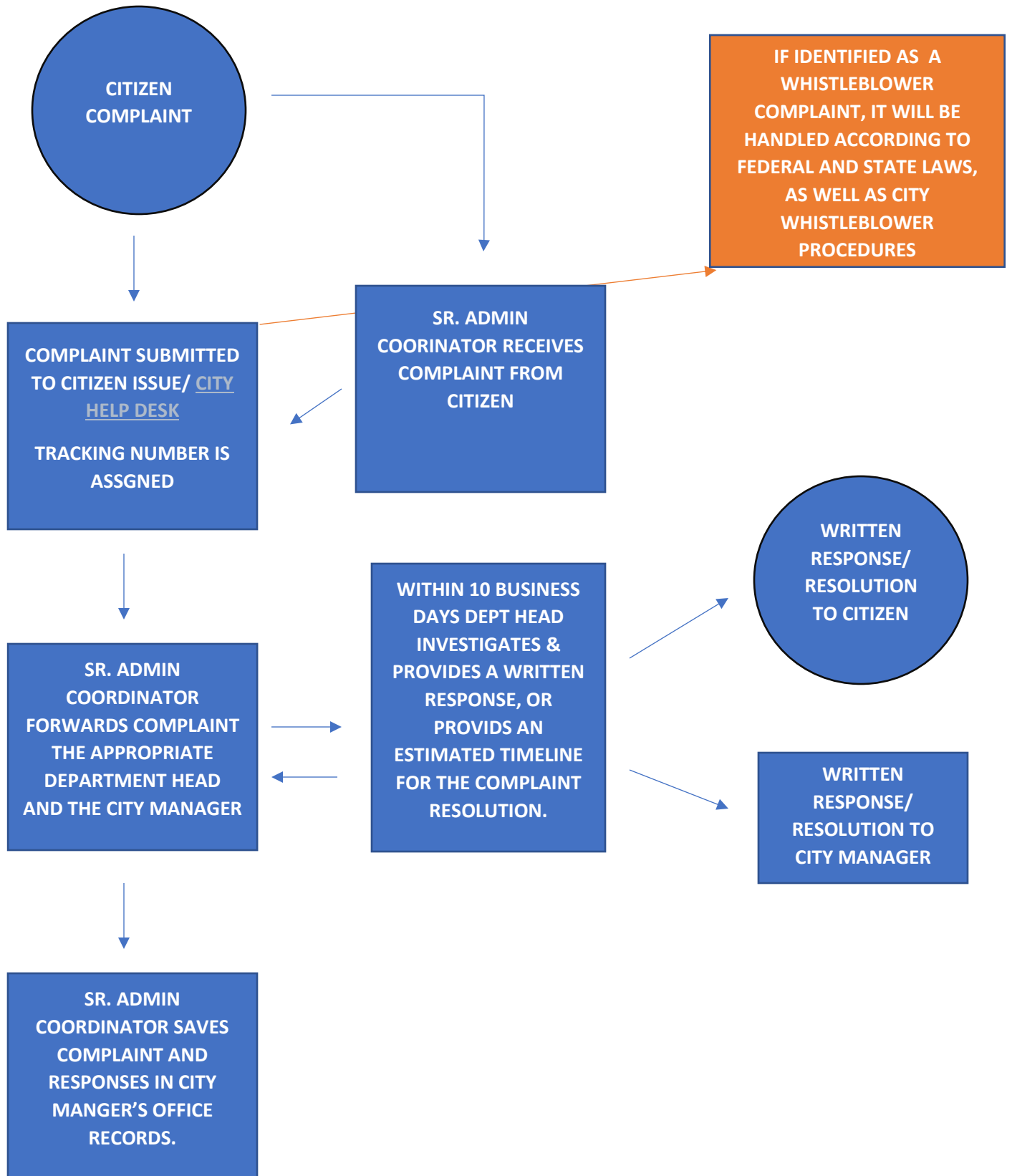
There is no appeal process at the municipal level once the municipality has communicated the decision to the complainant.

#### **4. PROCESS REVIEW**

This process will be annually reviewed and periodically updated as required.

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Lance A. Johnson  
City Manager



## CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 19, 2021

**TYPE OF AGENDA ITEM:** City Manager Report

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**TO:** City Council

**THRU:** Joey Forgione, Code Compliance Manager  
 Louis Zunguze, Community Development Director  
 Webb Warren, Deputy City Manager  
 Kyle Bauman, City Attorney  
 Lance Johnson, City Manager

**FROM:** Matthew Pace, IT Manager

**DATE:** 1/12/2021

**SUBJECT:** COMPASS System/Energov Update

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**I. BACKGROUND:** COMPASS testing and training is still currently ongoing. Adjustments are being made as necessary to correct any issues or process adjustments. Community Development and Code Compliance staff continue validation and testing in advance of the GoLive date adhering to the original timeline.

Due to circumstances outside the control of the City, the timeline for the completion of COMPASS had to be adjusted to April 2021. The recent cyber incident Tyler faced nationally and the pandemic have contributed to the altered timeline. The City will remain vigilant in completing client responsibilities on time and will work closely with EnerGov to complete this implementation.

**II. DISCUSSION:** The COMPASS system continues to take shape and the modules are continuing to be testing. Training for end-users is also underway. Staff has completed additional sessions with our EnerGov Consultant and the additional support has been extremely helpful.

Unfortunately the pandemic and a cyber incident in late September and October of 2020 has complicated the process of completing the conversion of the City's legacy databases. These databases are crucial to importing existing data into the EnerGov system for use by staff in their daily routines. The Tyler Conversion team has been adjusting schedules to the best of their ability to accommodate all of their customers since this cyber attack has affected operations nationwide.

After speaking with our EnerGov Project Manager, The Tyler Conversion Team is set to work with our legacy system data for use in the COMPASS system.

Due to these events, the estimated timeline set forth at the beginning of the project had to be realigned with the delay. This will move to completion date to April 2021.

As unfortunate as this situation is, it has created the opportunity to work with our community and businesses to help test the system with them in the interim. This will help foster better relationships within the City and emphasize the efforts towards improving application and permit processes.

The City Attorney has reviewed any available agreement with Tyler Technologies and is available to discuss this with Councilmembers.

- A. **Link to Strategic Goals / Objectives:** Service Excellence
- B. **Effect on Budget (EOB):** Currently Budgeted
- C. **Level of Service (LOS):** Create a transparent and user friendly system for Community Development and Code Compliance. This system will enhance citizen service and provide better control efforts for City staff.

**III. CONCLUSION:** Although there have been setbacks due to COVID-19 and cyber attacks at Tyler Technologies, all efforts are being made to complete the implementation by staff as well as third-party vendors for April 2021.

**IV. RECOMMENDED MOTION:**

Attachments:

1. Tyler Technologies Signed Quote



Quoted By: Cindy Chase  
 Date: 8/14/2019  
 Quote Expiration: 9/6/2019  
 Quote Name: Destin - ERP - EnerGov  
 Quote Number: 2019-88111  
 Quote Description: Destin EnerGov Aug 2019

**Sales Quotation For**

City of Destin  
 4200 Indian Bayou Trl  
 Destin, FL 32541-4305  
 Phone +1 (850) 837-4242  
 Email: wwarren@cityofdestin.com

**Tyler Software and Related Services**

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
<b>Additional:</b>						
EnerGovAdv Server Extensions Bundle	\$8,000.00	16	\$2,560.00	\$0.00	\$10,560.00	\$1,600.00
EnerGov Business Management Suite (5)	\$7,500.00	112	\$17,920.00	\$16,450.00	\$41,870.00	\$1,500.00
EnerGov Citizen Self Service - Business Management	\$8,000.00	24	\$3,840.00	\$0.00	\$11,840.00	\$1,600.00
EnerGov Citizen Self Service - Community Development	\$8,000.00	24	\$3,840.00	\$0.00	\$11,840.00	\$1,600.00
EnerGov Community Development Suite (20)	\$30,000.00	192	\$30,720.00	\$10,575.00	\$71,295.00	\$6,000.00
EnerGov e-Reviews	\$15,000.00	72	\$11,520.00	\$0.00	\$26,520.00	\$3,000.00
EnerGov iG Workforce Apps (7)	\$3,500.00	16	\$2,560.00	\$0.00	\$6,060.00	\$700.00
EnerGov Report Toolkit	\$2,000.00	0	\$0.00	\$0.00	\$2,000.00	\$400.00
Tyler GIS (20)	\$10,000.00	0	\$0.00	\$0.00	\$10,000.00	\$2,000.00
<b>Sub-Total:</b>	\$92,000.00		\$72,960.00	\$27,025.00	\$191,985.00	\$18,400.00
<i>Less Discount:</i>	<u>\$18,400.00</u>		<u>\$0.00</u>	<u>\$0.00</u>	<u>\$18,400.00</u>	
<b>TOTAL:</b>	<b>\$73,600.00</b>	<b>456</b>	<b>\$72,960.00</b>	<b>\$27,025.00</b>	<b>\$173,585.00</b>	<b>\$0.00</b>



**Other Services**

Description	Quantity	Unit Price	Unit Discount	Extended Price
EnerGov Business Management Forms Library (6 Forms)	2	\$3,825.00	\$0.00	\$7,650.00
EnerGov Community Development Forms Library (5 Forms)	2	\$3,825.00	\$0.00	\$7,650.00
Implementation	44	\$160.00	\$0.00	\$7,040.00
Project Planning Services	1	\$4,000.00	\$0.00	\$4,000.00
<b>TOTAL:</b>				<b>\$26,340.00</b>

**Summary**

Total Tyler Software	\$73,600.00	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler Services	\$126,325.00		\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00		\$0.00
<b>Summary Total</b>	<b>\$199,925.00</b>		<b>\$0.00</b>
<b>Contract Total</b>	<b>\$199,925.00</b>		
<b>(Excluding Estimated Travel Expenses)</b>			
<b>Estimated Travel Expenses</b>	<b>\$28,500.00</b>		



**Detailed Breakdown of Conversions (included in Contract Total)**

Description	Unit Price	Unit Discount	Extended Price
EnerGov Business Management (2)	\$8,225.00	\$0.00	\$16,450.00
EnerGov Community Development	\$10,575.00	\$0.00	\$10,575.00
<b>TOTAL:</b>			<b>\$27,025.00</b>



**Optional Tyler Software & Related Services**

Description	Revenue:	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Tyler Cashiering		\$6,000.00	32	\$5,120.00	\$0.00	\$11,120.00	\$1,080.00
<b>Additional:</b>							
Tyler 311/Incident Management		\$2,750.00	40	\$6,400.00	\$0.00	\$9,150.00	\$550.00
<b>TOTAL:</b>		<b>\$8,750.00</b>	<b>72</b>	<b>\$11,520.00</b>	<b>\$0.00</b>	<b>\$20,270.00</b>	<b>\$1,630.00</b>

**Optional 3rd Party Hardware, Software and Services**

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Cash Drawer	1	\$260.00	\$0.00	\$260.00	\$0.00	\$0.00	\$0.00
Printer (TM-S9000)	1	\$1,600.00	\$0.00	\$1,600.00	\$0.00	\$0.00	\$0.00
<i>3rd Party Hardware Sub-Total:</i>				<i>\$1,860.00</i>			<i>\$0.00</i>
<b>TOTAL:</b>				<b>\$1,860.00</b>			<b>\$0.00</b>

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: [Signature]

Date: 08/15/2019

P.O. #: FORTH CAMPING

Print Name: LANCE JOHNSON

All primary values quoted in US Dollars

*Not to exceed \$199,925.00 Jsg*

**Tyler Discount Detail**

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
<b>Additional:</b>						
EnerGovAdv Server Extensions Bundle	\$8,000.00	\$1,600.00	\$6,400.00	\$1,600.00	\$1,600.00	\$0.00
EnerGov Business Management Suite (5)	\$7,500.00	\$1,500.00	\$6,000.00	\$1,500.00	\$1,500.00	\$0.00



**Tyler Discount Detail**

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
EnerGov Citizen Self Service - Business Management	\$8,000.00	\$1,600.00	\$6,400.00	\$1,600.00	\$1,600.00	\$0.00
EnerGov Citizen Self Service - Community Development	\$8,000.00	\$1,600.00	\$6,400.00	\$1,600.00	\$1,600.00	\$0.00
EnerGov Community Development Suite (20)	\$30,000.00	\$6,000.00	\$24,000.00	\$6,000.00	\$6,000.00	\$0.00
EnerGov e-Reviews	\$15,000.00	\$3,000.00	\$12,000.00	\$3,000.00	\$3,000.00	\$0.00
EnerGov iG Workforce Apps (7)	\$3,500.00	\$700.00	\$2,800.00	\$700.00	\$700.00	\$0.00
EnerGov Report Toolkit	\$2,000.00	\$400.00	\$1,600.00	\$400.00	\$400.00	\$0.00
Tyler GIS (20)	\$10,000.00	\$2,000.00	\$8,000.00	\$2,000.00	\$2,000.00	\$0.00
<b>TOTAL:</b>	<b>\$92,000.00</b>	<b>\$18,400.00</b>	<b>\$73,600.00</b>	<b>\$18,400.00</b>	<b>\$18,400.00</b>	<b>\$0.00</b>



## Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.



### Comments

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

EnerGov e-Reviews requires Bluebeam Studio Prime, at an estimated yearly subscription cost of \$3,000/100 users. Further pricing detail is available by contacting Bluebeam at <https://www.bluebeam.com/solutions/studio-prime>

Business Management Forms Library Includes: 1 Licensing - Business License, 1 Licensing - Business License Renewal, 1 Licensing - Business License Delinquent, 1 Licensing - Profession License, 1 Licensing - Profession License Renewal, 1 Licensing --Profession License Delinquent.

Community Development Forms Library Includes: 1 Permits - Building, 1 Permits - Trade, 1 Planning - Certificate, 1 Permits - Occupancy/Completion, 1 Code - Violation Notice.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.

EnerGov Business Management: Tyler leads and owns the configuration of 1 unique business transactions, 1 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

EnerGov Community Development: Tyler leads and owns the configuration of 2 unique business transactions, 2 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.



## CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 19, 2021

**TYPE OF AGENDA ITEM:** City Manager Report

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**TO:** City Council

**THRU:** Lance Johnson, City Manager

**FROM:** Louis Zunguze, Community Development Director  
 Joey Forgione, Code Compliance Manager  
 Lauren Witt, Principal Planner  
 Kimberly Kopp, Land Use Attorney

**DATE:** January 12, 2021

**SUBJECT:** Livery Update

---

**I. BACKGROUND:** On December 14th, 2020, the City Council held a workshop to discuss the Livery registration process with business owners, property owners, and City staff. At the January 4th, 2021 City Council meeting, Council directed Staff to simplify the livery registration process for those operators who have previously received approval from the City, to institute a simplified affidavit system in the renewal application process to ensure compliance to be in effect by the 2022 season, and to extend the application deadline for the 2021 season to May. Staff has prepared an update for Council's consideration to include process improvements with the implementation of EnerGov, a proposed safety video, and two policy related issues on which Staff is requesting direction.

**II. DISCUSSION:** The following is a further update regarding the Livery Industry in the City.

**1. COMPASS/ENERGOV SOFTWARE SYSTEM**

The Staff will provide a demonstration of the application of the new COMPASS/ENERGOV Software System to Livery Application Process.

**2. PROPOSED SAFETY VIDEO**

The Staff will provide for review the new proposed safety video for the Livery Industry.

**3. POLICY ISSUES**

The following are the two policy related issues that Staff needs direction on prior

to the 2021 Livery Vessel season:

### a) Boat Storage

The Land Development Code (LDC) has three primary areas of regulation concerning outdoor boat storage for livery vessels: **Table 7-2 – Table of Allowable Uses, Section 7.09.02.B.2, Design Criteria for Outdoor Storage and Display, and Section 8.06.02 Parking Facilities Required for all development.** However, the LDC does not specifically address seasonal storage of vessels.

Due to the lack of clarity regarding the use of “Recreational Goods Rental” and boat storage within the Land Development Code, Staff recommends the following actions be taken to provide necessary direction within the LDC, and a method to ensure compliance:

- **Amend Table 7-2** of the Land Development Code to include specifically the use of “Recreational Goods Rental”,
- **Amend Article 3** of the Land Development Code to include a definition for “Recreational Goods Rental”, which would include a component regarding vessel storage,
- **Amend Article 7.09.02.B.2** to include an additional section with design guidelines explicitly for the storage of livery vessels during the off-season, including where they would be allowed, and
- **Amend the Livery Vessel Registration Application** to include a section to show where and how the vessels will be maintained and stored during the off-season to ensure year-round compliance.

### b) Tandem Parking

Several livery operators have indicated that it would be helpful to permit “party parking” on their sites. This would allow tandem parking for those vehicles who are in one party, who are renting a boat together. Currently, tandem parking for nonresidential uses is only permitted for those with valet parking.

- Staff recommends **Section 8.06.04.C.3** be amended to allow tandem parking for livery businesses with a City approved site plan.

## 4. HARBOR CRA RECOMMENDATIONS

Harbor CRA recommendations to Staff:

a) No Outdoor Storage of Livery Business inventory to be stored on upland property.

b) No painting, cleaning, barnacle and/or paint scraping of vessels for illicit Discharge and/or environmental concerns.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: Staff has provided the above noted update with a view to improving:

- The registration process of the Livery vessels in the City.
- Enhance the safety awareness in the Livery Industry.
- Seek policy direction regarding two specific livery issues.

IV. RECOMMENDED MOTION:

Attachments:

None

## CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 19, 2021

**TYPE OF AGENDA ITEM:** City Manager Report

---

**TO:** City Council

**THRU:** Lance Johnson, City Manager

**FROM:** Louis Zunguze, Community Development Director  
 Kimberly Kopp, Land Use Attorney  
 Michael Burgess, Public Services Director  
 Donald Smith, City Engineer

**DATE:** January 13, 2021

**SUBJECT:** Traffic Safety Measures on Calhoun Avenue

---

**I. BACKGROUND:** Following the recent accident involving a bicyclist and a vehicle on Calhoun Avenue, City Council directed the City Administration to look at Traffic Safety Measures as a permanent solution to slowing down traffic on Calhoun Avenue.

**II. DISCUSSION:** In response to the Council direction, City Administration has already begun to take the following steps to address the safety concerns in this area:

The Zerbe Street – Calhoun Avenue Pedestrian Improvement Project has been awarded to a contractor and construction will begin in February.

Community Development / City Engineer recommends that no additional work be done until the project is complete. The area can be reevaluated at that time.

- A. Link to Strategic Goals / Objectives:** Improved traffic safety for residents
- B. Effect on Budget (EOB):** None
- C. Level of Service (LOS):** The project will increase safety for residents and visitors along Zerbe Street and Calhoun Avenue

**III. CONCLUSION:** The Zerbe Street – Calhoun Avenue Project will address this concern and determine if further measures or work should be evaluated after the project is completed.

City Engineer does not recommend the addition of speed humps at this time due to the improvements being done with the project.

**IV. RECOMMENDED MOTION: None- Informational**

Attachments:

1. Zerbe\_Calhoun Council Presentation

# Zerbe Street- Calhoun Avenue Pedestrian Improvements



January 19, 2021

# Traffic Safety Measures- Calhoun Avenue

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City Council directed Staff to evaluate the possibility of Speed Humps as a permanent solution to Traffic Safety on Calhoun Avenue. (Leonard Destin Park Area).

# Current Status and Recommendations

- 1. Zerbe Street – Calhoun Avenue Pedestrian Improvements Project will begin next month.**
- 2. Project Improvements should be evaluated before any additional improvements are recommended.**

# Project Area



# Proposed Actions

- This project extends the 10-foot shared use path along Zerbe Street and the western side of Calhoun Avenue, from the corner of Zerbe Street at Sibert Avenue, north to Clement Taylor Park.



# Design & Safety Considerations

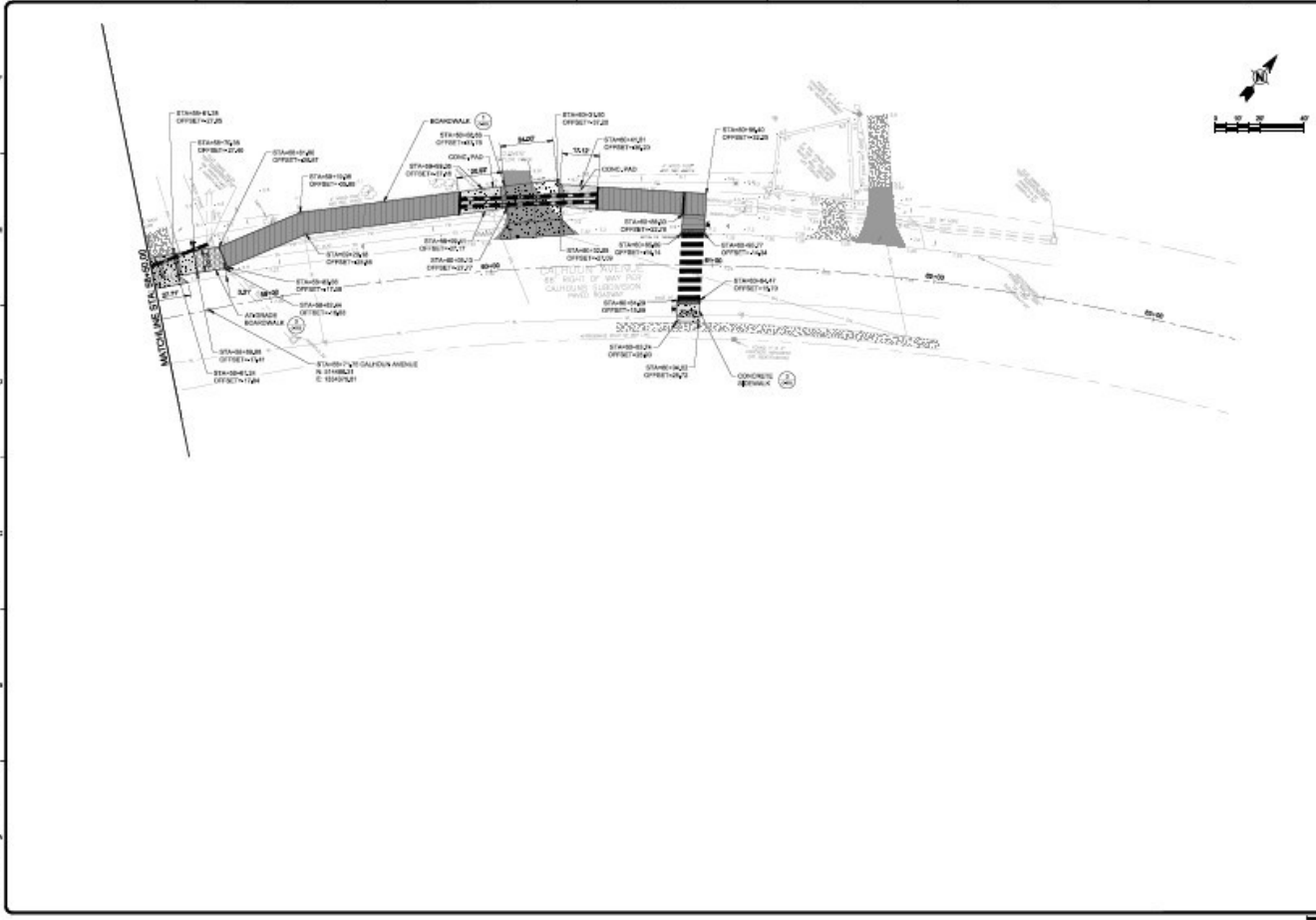
- Two new crosswalks will be added:
  - One crossing Calhoun Avenue at the intersection of Zerbe Street.
  - One crossing Calhoun Avenue near the entrance to Clement Taylor Park. This will connect the existing sidewalk to the proposed shared use path, at the park's entrance.
- Three existing crosswalks will be repainted to conform with FDOT specifications, and to increase visibility and safety.







STATION 1+00 TO 1+50 - SEE SHEET C-109 FOR DETAILS OF THE BRIDGE AND APPROACHES TO THE BRIDGE



**TERRA TECH**  
INCORPORATED  
 10000 W. 10th Street, Suite 100  
 Greenwood Village, CO 80120  
 TEL: (303) 751-1000 FAX: (303) 751-1001

Project No. 200-0000-100  
 Drawn By: [Signature]  
 Checked By: [Signature]  
 Date: \_\_\_\_\_

NO.	DATE	DESCRIPTION

CITY OF DENVER  
 720 WEST CALHOUN AVENUE  
 PROJECT MANUAL APPENDIX B  
**WITH GEOMETRICS**  
**CALHOUN AVENUE (CONT.)**

**C-105**

# RRFB's

- Rectangular Rapid Flashing Beacons (RRFB's) will be utilized at both new crosswalks along Calhoun Avenue, as well as the existing crosswalk at Sibert Avenue, to increase pedestrian and bicyclist visibility and safety.



# Conclusion

- Zerbe St – Calhoun Ave Pedestrian Improvements project will begin in February
- Project is anticipated to be completed by May
- Project will increase pedestrian visibility and help with overall corridor safety
- City Engineer does not recommend additional improvements at this time
- When the project is complete, we will monitor the area and address concerns at that time

# Questions...



CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 19, 2021

**TYPE OF AGENDA ITEM:** City Manager Report

---

**TO:** City Council

**THRU:**

**FROM:**

**DATE:**

**SUBJECT:** Announcements

---

**I. BACKGROUND:**

**II. DISCUSSION:**

**A. Link to Strategic Goals / Objectives:**

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

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

**III. CONCLUSION:**

**IV. RECOMMENDED MOTION:**

Attachments:

None

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 19, 2021

**TYPE OF AGENDA ITEM:** Consent Agenda

---

**TO:** City Council

**THRU:** Lance Johnson, City Manager  
Webb Warren, Deputy City Manager  
Krystal Strickland, Finance Director

**FROM:** Michael Burgess, Public Services Director

**DATE:** 01/07/2021

**SUBJECT:** FY21 Renewal and Replacement - Vehicles, granting City Manager purchase authorization

---

**I. BACKGROUND:** The FY21 budget provides funding for the replacement of aging vehicles in the City's Fleet.

**II. DISCUSSION:** The following vehicles are slated for replacement during FY21:

1. 2003 Ford Explorer (Building Div., ~80,000 miles), replace with 2021 Ford Explorer AWD - \$31,094.00
2. 2004 Ford F150, (Recreation, ~100,000 miles), replace with 2021 Ford F250 Super Duty 4x4 - \$32,290.00
3. 2004 Ford F150 (Public Works, ~72,000 miles), replace with 2021 Ford F250 Super Duty 4x4 - \$32,290.00
4. 2006 Ford F150 (Recreation, ~65,000 miles), replace with 2021 Ford F250 Super Duty 4x4 - \$32,290.00
5. 2002 Ford F150 (Code Compliance, ~83,000 miles), replace with 2021 F150 4x4 - \$30,718.00
6. New Vehicle for City Hall, 2021 Ford Explorer AWD - \$31,094, existing 2012 Ford Fusion to Community Development

Quotes for each vehicle type are provided as ATT1, ATT2, and ATT3.

The City of Destin's replacement standards for light trucks are: 8+ years old or >72,000 miles.

Two additional vehicles are slated to be replaced during FY21 (Community Center & Parks). Staff will come back with a separate agenda item within 30 days.

**A. Link to Strategic Goals / Objectives:** from FY20-24 Strategic Goal Table: Goal #1: Financially Sound City providing Service Excellence

also:

Emergency Management, ability to respond post-disaster

**B. Effect on Budget (EOB):** Total purchase price for these six vehicles is \$189,236.00 with State Contract/Florida Sheriff's Association pricing.

**Budget Impact**

30058585-564000-RRVEH		
GFRR-Machinery-Vehicles	\$	272,500
		<hr/>
<b>FY2021 Adopted Budget*</b>		272,500
		<hr/>
<b>Previous Expenses/Encumbrances</b>		-
		<hr/>
<b>Available Program Budget</b>		272,500
		<hr/>
<b>This Agreement</b>		189,236
		<hr/>
<b>FY 21 Remaining Program Budget</b>	\$	<u>83,264</u>

\*Includes Encumbrances rolled forward

**C. Level of Service (LOS):** Improved safety as these new vehicles will have added safety equipment and improved reliability.

**III. CONCLUSION:** Approving this item will allow the City to replace its aging vehicles.

**IV. RECOMMENDED MOTION:** I move that the City Manager be authorized to purchase these six vehicles from Duval Ford in the amount of \$189,236.00.

Attachments:

1. ATT1: Destin Ford Explorer AWD quote
2. ATT2: Destin Ford F250 Super Duty 4x4 LWB quote
3. ATT3: Destin Ford F150 4x4 quote

# CITY OF DESTIN PUBLIC WORKS

<b>Prepared for:</b>	CITY OF DESTIN PUBLIC WORKS JAMES "JT" HART 850-837-4101 <a href="mailto:jhart@cityofdestin.com">jhart@cityofdestin.com</a>	<b>Contract Holder</b> DUVAL FLEET Bambi Darr (Work) 904-381-6596 (Cell) 910-622-6544 (Fax) 904-387-6816 <a href="mailto:bambi.darr@duvalfleet.com">bambi.darr@duvalfleet.com</a> 5203 Waterside Dr. Jax, FL 32210	<b>DATE:</b> 11/17/20
<b>PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL</b>			
<p style="text-align: center;"><i>We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA20-VEL28.0 Heavy Equipment and Trucks FSA20-VEH 18.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered <b>white exterior</b> unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.</i></p>			
<b>Labor</b>	<b>Code</b>	<b>Equipment</b>	<b>Price</b>
0	SPEC 339	2021 FORD EXPLORER XLT AWD- K8D	\$ 30,715.00
0	99H	2.3L ECOBOOST ENGINE	NC
0	200A	EQUIPMENT GROUP: XLT	NC
0	INCL	POWER WINDOWS & DOOR LOCKS	NC
0	INCL	BACKUP CAMERA	NC
0	RKE	ADDITIONAL KEY WITH REMOTE	\$ 379.00
0			
0	YZ	EXTERIOR: OXFORD WHITE	NC
0	86	INTERIOR: EBONY CLOTH	NC
0		CARPET FLOOR	NC
<b>VENDOR COMMENTS</b>	<b>PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.</b>		
<b>UNIT COST</b>			<b>\$ 31,094.00</b>
<b>TOTAL QUANTITY</b>	<b>1</b>	<b>TOTAL PURCHASE</b>	<b>\$ 31,094.00</b>

# CITY OF DESTIN PUBLIC WORKS

<b>Prepared for:</b>	CITY OF DESTIN PUBLIC WORKS JAMES "JT" HART 850-837-4101 <a href="mailto:jhart@cityofdestin.com">jhart@cityofdestin.com</a>	<b>Contract Holder</b> DUVAL FLEET Bambi Darr (Work) 904-381-6596 (Cell) 910-622-6544 (Fax) 904-387-6816 <a href="mailto:bambi.darr@duvalfleet.com">bambi.darr@duvalfleet.com</a> 5203 Waterside Dr. Jax, FL 32210	<b>DATE:</b> 12/16/20
<b>PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL</b>			
	<p><i>We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA20-VEL28.0 Heavy Equipment and Trucks FSA20-VEH 18.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered <b>white exterior</b> unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.</i></p>		
Labor	Code	Equipment	Price
0	SPEC 211	2021 FORD F-250 SUPER DUTY SUPER CREW PICKUP 4X4 XL-W2B	\$ 28,446.00
0	996	6.2L V8 GAS ENGINE	NC
0	600A	EQUIPMENT GROUP: XL	NC
0	LWB	176" WHEELBASE 8' BED (LONG BED)	\$ 1,186.00
0	90L	POWER WINDOWS & DOOR LOCKS	NC
0	BUC	BACKUP CAMERA	NC
0	X3E	3.73 E-LOCKING AXLE	NC
0	52B	TRAILER BRAKE CONTROLLER	\$ 269.00
0	534	HEAVY TOW PACKAGE- TO INCLUDE HARDWARE, 4 & 7 PIN TRAILER CONNECTORS	\$ 1,445.00
0	85S	SPRAY IN BEDLINER	\$ 594.00
0	3K RKE	ADDITIONAL KEY WITH REMOTE	\$ 350.00
0			
0	Z1	EXTERIOR: OXFORD WHITE	NC
0	AS	INTERIOR: GRAY VINYL 40/20/40	NC
0		VINYL FLOOR	NC
	VENDOR COMMENTS	PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
<b>UNIT COST</b>			<b>\$ 32,290.00</b>
<b>TOTAL QUANTITY</b>		<b>3</b>	<b>TOTAL PURCHASE</b>
			<b>\$ 96,870.00</b>

# CITY OF DESTIN PUBLIC WORKS

<b>Prepared for:</b>		<b>Contract Holder</b>	<b>DATE:</b>
CITY OF DESTIN PUBLIC WORKS JAMES "JT" HART 850-837-4101 <a href="mailto:jhart@cityofdestin.com">jhart@cityofdestin.com</a>		DUVAL FLEET Bambi Darr (Work) 904-381-6596 (Cell) 910-622-6544 (Fax) 904-387-6816 <a href="mailto:bambi.darr@duvalfleet.com">bambi.darr@duvalfleet.com</a> 5203 Waterside Dr. Jax, FL 32210	11/17/20
<b>PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL</b>			
We appreciate your interest and the opportunity to quote. Pricing per FLORIDA SHERIFFS ASSOCIATION LIGHT VEHICLE CONTRACT FSA20-VEL28.0 Heavy Equipment and Trucks FSA20-VEH 18.0. If you have any questions regarding this quote please call! Note, Vehicle will be ordered <b>white exterior</b> unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.			
Labor	Code	Equipment	Price
0	SPEC 205	2021 FORD F-150 CREW CAB PICKUP 4X4 XL-W1E	\$ 27,906.00
0	99B	3.3L V6 GAS ENGINE	NC
0	100A	EQUIPMENT GROUP: XL	NC
0	145 WB	145" WHEELBASE 5.5 BED (SHORT BED)	NC
0	85A	POWER WINDOWS & DOOR LOCKS	NC
0	BUC	BACKUP CAMERA	NC
0	XL6	3.73 E-LOCKING AXLE	NC
0	67T	TRAILER BRAKE CONTROLLER	\$ 274.00
0	534	HEAVY TOW PACKAGE- TO INCLUDE HARDWARE, 4 & 7 PIN TRAILER CONNECTORS	\$ 1,594.00
0	96W	SPRAY IN BEDLINER	\$ 594.00
0	RKE	ADDITIONAL KEY WITH REMOTE	\$ 350.00
0			
0	YZ	EXTERIOR: OXFORD WHITE	NC
0	AS	INTERIOR: GRAY VINYL 40/20/40	NC
0		VINYL FLOOR	NC
	VENDOR COMMENTS	<b>PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.</b>	
<b>UNIT COST</b>			<b>\$ 30,718.00</b>
<b>TOTAL QUANTITY</b>		<b>2</b>	<b>TOTAL PURCHASE</b>
			<b>\$ 61,436.00</b>

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 19, 2021

**TYPE OF AGENDA ITEM:** Consent Agenda

---

**TO:** City Council

**THRU:** Lance Johnson, City Manager  
Webb Warren, Deputy City Manager  
Krystal Strickland, Finance Director

**FROM:** Michael Burgess, Public Services Director

**DATE:** 01/07/2021

**SUBJECT:** Milling & Resurfacing of City Hall Annex Parking Lot

---

**I. BACKGROUND:** The parking lot at the City Hall Annex is slated for milling, resurfacing and re-striping during FY21.

**II. DISCUSSION:** The parking lot at the City Hall Annex is slated to be resurfaced and re-striped in FY21. Staff will attempt to schedule this work over a weekend so as to provide a minimal amount of disruption to normal operations.

Any striping and replacement signage will be installed afterwards by Public Works staff.

**A. Link to Strategic Goals / Objectives:** (There is no specific Strategic Goal/Objective that speaks to this activity.)

Organizational Excellence

Asset Maintenance/Property Upkeep

**B. Effect on Budget (EOB):** The quote from H&T Contractors, LLC is for \$55,772.90.

**Budget Impact**

30058585-565000-RR052		
GF RR-CIP-Public Safety	\$	272,500
<b>FY2021 Adopted Budget*</b>		<u>272,500</u>
<b>Previous Expenses/Encumbrances</b>		<u>45,204</u>
<b>Available Program Budget</b>		<u>227,296</u>
<b>This Agreement</b>		<u>55,773</u>
<b>FY 21 Remaining Program Budget</b>	\$	<u><u>171,523</u></u>

\*Includes Encumbrances rolled forward

C. **Level of Service (LOS):** A freshly resurfaced parking lot will both improve the aesthetics of the facility as well as providing staff with the opportunity to potentially reconfigure the parking lot to improve traffic flow.

III. **CONCLUSION:** By approving this item, the City Manager and Staff will coordinate the partial milling and complete resurfacing of the City Hall Annex Parking Lot.

IV. **RECOMMENDED MOTION:** I move that the City Manager be authorized to issue a Task Order to H&T Contractors LLC for the resurfacing of the Annex Parking Lot in the amount of \$55,772.90.

Attachments:

1. ATT1: Destin Annex Parking Lot quote
2. ATT2: H&T Contractors, LLC 2020-2021 Misc Asphaltic Services Extension and Pricing

**WORK ORDER**

**MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT**

**CONTRACTOR:** H&T Contractors, LLC.

**Date:** 12/18/2020

**Work Order Number:**

**Completion Date:**

**Calendar Days:**

**Description of Work:** City of Destin Annex Building

Item No.	Description	Unit	Unit Price	Quantity	Extension
1	2" Type SP – 12.5 Asphalt Concrete Superpave (Coarse)	SY	\$9.50	0.00	
2	1 ½" Type SP – 12.5 Asphalt Concrete Superpave (Fine)	SY	\$8.50	5086.00	\$ 43,231.00
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	\$7.00	0.00	\$ -
4	Milling of existing asphalt (average 1 in depth)	SY	\$3.00	0.00	\$ -
5	Milling of existing asphalt (average 2 in depth)	SY	\$4.00	300.00	\$ 1,200.00
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$9.50	0.00	\$ -
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$8.50	0.00	\$ -
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	\$7.00	0.00	\$ -
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	\$3.50	0.00	\$ -
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTOT-180)	SY	\$3.00	0.00	\$ -
11	Prime Coat	SY	\$0.75	0.00	\$ -
12	Tack Coat	SY	\$0.75	5086.00	\$ 3,814.50
13	Asphalt Cut with Abrasive Blade	LF	\$4.00	0.00	\$ -
14	Concrete Cut with Abrasive Blade	LF	\$4.00	0.00	\$ -
15	Silt Fence	LF	\$2.00	0.00	\$ -
16	Straw Waddle	LF	\$3.00	0.00	\$ -
17	Manhole Adjustment	EACH	\$400.00	0.00	\$ -
18	Valve Box Adjustment	EACH	\$150.00	0.00	\$ -
19	Removal of Concrete over 6 inches	SY	\$7.50	0.00	\$ -
20	Removal of Asphalt up to 4 inches thick	SY	\$6.00	0.00	\$ -
21	Removal of Asphalt over 4 inches	SY	\$6.00	0.00	\$ -
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	\$12.00	0.00	\$ -
23	Clear & Grub	SY	\$0.22	0.00	\$ -
24	Debris Hauling	CY	\$12.00	0.00	\$ -
25	Tree trimming	HR	\$150.00	0.00	\$ -
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	\$150.00	0.00	\$ -
27	Guardrail (FDOT Index 400)	LF	\$125.00	0.00	\$ -
28	Mobilization	LUMP	\$2,500.00	1.00	\$ 2,500.00
29	12" inch RCP provided, delivered, and installed	LF	\$28.00	0.00	\$ -
30	15" inch RCP provided, delivered, and installed	LF	\$29.00	0.00	\$ -
31	18" inch RCP provided, delivered, and installed	LF	\$34.00	0.00	\$ -
32	24" inch RCP provided, delivered, and installed	LF	\$42.00	0.00	\$ -
33	30" inch RCP provided, delivered, and installed	LF	\$55.00	0.00	\$ -
34	36" inch RCP provided, delivered, and installed	LF	\$65.00	0.00	\$ -
35	42" inch RCP provided, delivered, and installed	LF	\$90.00	0.00	\$ -
36	48" inch RCP provided, delivered, and installed	LF	\$120.00	0.00	\$ -

\*Payment shall be made on actual work performed, as measured in field.

**WORK ORDER**

**MISCELLANEOUS ASPHALTIC CONCRETE CONTINUING SERVICES CONTRACT**

37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$20.00	0.00	\$ -
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$22.00	0.00	\$ -
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$25.00	0.00	\$ -
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$30.00	0.00	\$ -
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$38.00	0.00	\$ -
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$47.00	0.00	\$ -
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$85.00	0.00	\$ -
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	\$95.00	0.00	\$ -
45	Concrete Headwall or Drainage Structure	CY	\$600.00	0.00	\$ -
46	Mitered end section – medium 12 inches to 15 inches	EACH	\$800.00	0.00	\$ -
47	Mitered end section – large 18 inches to 24 inches	EACH	\$4,000.00	0.00	\$ -
48	Concrete flume (4 in thick)	SY	\$48.00	0.00	\$ -
49	Inlet Apron (4 in thick)	SY	\$48.00	0.00	\$ -
50	Raise existing inlet (assume 3 in adjustment)	EACH	\$1,000.00	0.00	\$ -
51	Lower existing inlet (assume 3 in adjustment)	EACH	\$800.00	0.00	\$ -
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	\$600.00	0.00	\$ -
53	Excavation and Haul Off	CY	\$8.00	0.00	\$ -
54	Well Points	DAY	\$3,500.00	0.00	\$ -
55	Grout (joint)	EACH	\$500.00	0.00	\$ -
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	\$8.00	0.00	\$ -
57	Swale Installation (grading)	CY	\$10.00	0.00	\$ -
58	Concrete Collar (any size)	EACH	\$400.00	0.00	\$ -
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	\$200.00	0.00	\$ -
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	\$400.00	0.00	\$ -
61	6 inch Drain pipe	LF	\$15.00	0.00	\$ -
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	\$2,500.00	0.00	\$ -
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	\$48.00	0.00	\$ -
64	Concrete Sidewalk – 4 inches thick installed	SY	\$43.00	0.00	\$ -
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	\$15.00	0.00	\$ -
66	Concrete Type "D" Curb fiber reinforced	LF	\$25.00	0.00	\$ -
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	\$18.00	0.00	\$ -
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	\$18.00	0.00	\$ -
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	\$17.00	0.00	\$ -
70	ADA truncated dome mat installation	SF	\$40.00	0.00	\$ -
71	Traffic Control (MOT) cost	DAY	\$1,500.00	0.00	\$ -
72	Bermuda Sod installed	SY	\$5.40	0.00	\$ -
73	St Augustine Sod installed	SY	\$6.75	0.00	\$ -
74	Centipede Sod installed	SY	\$3.30	0.00	\$ -
75	Irrigation Repair	HR	\$75.00	0.00	\$ -
76	Type "C" inlet installed (depth 6-10 ft)	EACH	\$4,000.00	0.00	\$ -
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	\$6,000.00	0.00	\$ -
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	\$2,500.00	0.00	\$ -
				<b>Total</b>	\$ 50,745.50

Additional Contract Items					
Item No.	Description	Unit	Unit Price	Quantity	Extension
79	Asph Reinforcing Fibers for 2" Thick Pvmt Contractor Provided	SY	\$ 1.20	-	
81	Asph Reinforcing Fibers for 1.5" Thick Pvmt Contractor Provided	SY	\$ 0.90	5,086	\$ 4,577.40
83	Asph Reinforcing Fibers for 1" Thick Pvmt Contractor Provided	SY	\$ 0.55	-	
				<b>Total</b>	
	<b>Contingent Items from Price Sheet</b>	LS	<b>Total</b>		\$ 450.00
				<b>Grand Total</b>	\$ 55,772.90

CONTRACTOR REPRESENTATIVE: \_\_\_\_\_

DATE \_\_\_\_\_

\*Payment shall be made on actual work performed, as measured in field.

CONTRACTOR: H&T Contractors, LLC.  
 Work Order Number: Contingent Item Pricing Sheet

Date: 12/18/2020  
 Completion Date:  
 Calendar Days:

Description of Work: City of Destin Annex Building

Item No.	Description	Unit	Unit Price	Quantity	Extension
901	Remove & Replace Parking Bumper		\$25.00	18.00	\$ 450.00
902				0.00	\$ -
903				0.00	\$ -
904				0.00	\$ -
905				0.00	\$ -
906				0.00	\$ -
907				0.00	\$ -
908				0.00	\$ -
909				0.00	\$ -
910				0.00	\$ -
911				0.00	\$ -
912				0.00	\$ -
913				0.00	\$ -
914				0.00	\$ -
915				0.00	\$ -
916				0.00	\$ -
917				0.00	\$ -
918				0.00	\$ -
919				0.00	\$ -
920				0.00	\$ -
				<b>Total</b>	\$ 450.00

CONTRACTOR REPRESENTATIVE: \_\_\_\_\_

DATE \_\_\_\_\_

DIRECTOR OF PUBLIC SERVICES: \_\_\_\_\_

DATE \_\_\_\_\_

\* Pricing for items on this list are specific to this work order.

## CONTRACT EXTENSION AGREEMENT

This agreement dated the First day of October 2020 is between the City of Destin, Florida ("City"), a Florida municipal corporation, of 4200 Indian Bayou Trail, Destin, Florida, 32541 and H&T Contractors, LLC ("Contractor"). The purpose of this agreement is to extend for one year a contract for services dated December 7, 2017 between the City of Destin and H&T Contractors, LLC to provide miscellaneous asphaltic services for the City.

This is the 3<sup>rd</sup> of 4 possible contract extensions.

The following provision amends the contract of the parties and is binding upon them. The Parties mutually agree to add a jury trial waiver, and a public records provision, as follows:

### **Jury Trial Waiver:**

**CONTRACTOR AND CITY AGREE TO WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.**

### **Public Records:**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK, (850) 837-4242, 4200 INDIAN BAYOU TRAIL, DESTIN, FLORIDA 32541, [rbailey@cityofdestin.com](mailto:rbailey@cityofdestin.com)**

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

- Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
  - Shall immediately provide the City Clerk for the City with any documents requested by the Clerk in response to a public records request.
  - Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
  - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.
- Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

It is expressly agreed by the parties that this contract is an extension to the Contract dated December 7, 2017 and the original is made a part hereof as though expressly rewritten, incorporated, and included herein.

It is understood that final authorization for this Agreement must be made by the Destin City Council, and that either party may cancel this contract extension with 30 days written notice.

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

Witnesses:

Erica Elison  
(Signature)

[Signature]  
(Signature)

CITY OF DESTIN

By: [Signature]  
Lance A. Johnson  
City Manager

ATTEST: [Signature]  
Rey Bailey  
City Clerk



Witnesses:

D. Forehand  
(Signature)

[Signature]  
(Signature)

H&T Contractors, LLC

By: [Signature]  
(Signature)

Heather Bailey, MGRM  
(Name & Title)

ATTEST: [Signature]  
(Signature)

Misty Shaw, Contracts Administrator  
(Name & Title)

Item No.	Description	Unit	Unit Price
1	2" Type SP - 12.5 Asphalt Concrete Superpave (Coarse)	SY	9.50
2	1 1/2" Type SP - 12.5 Asphalt Concrete Superpave (Fine)	SY	8.50
3	1" Type SP - 9.5 Asphalt Concrete Overlay (Fine)	SY	7.00
4	Milling of existing asphalt (average 1 in depth)	SY	3.00
5	Milling of existing asphalt (average 2 in depth)	SY	4.00
6	8" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	9.50
7	6" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	8.50
8	4" Graded Aggregate Base, delivered and compacted (LBR 100 compacted to 98% modified proctor density per AASHTO T-180)	SY	7.00
9	Stabilized Subbase (12") (LBR 40 compacted to 98% modified proctor density per AASHTO T-180)	SY	3.50
10	Stabilized Subbase (6") (LBR 40 compacted to 98% modified proctor density per AASHTO T-180)	SY	3.00
11	Prime Coat	SY	.75
12	Tack Coat	SY	.75
13	Asphalt Cut with Abrasive Blade	LF	4.00
14	Concrete Cut with Abrasive Blade	LF	4.00
15	Silt Fence	LF	2.00
16	Straw Waddle	LF	3.00
17	Manhole Adjustment	EACH	400.00
18	Valve Box Adjustment	EACH	150.00
19	Removal of Concrete over 6 inches	SY	7.50
20	Removal of Asphalt up to 4 inches thick	SY	6.00
21	Removal of Asphalt over 4 inches	SY	6.00
22	Fill Dirt provided, delivered, spread and compacted on grade	CY	12.00
23	Clear & Grub	SY	.22
24	Debris Hauling	CY	12.00
25	Tree trimming	HR	150.00
26	Aluminum Pipe Guiderail (FDOT Index 870)	LF	150.00
27	Guardrail (FDOT Index 400)	LF	125.00
28	Mobilization	LUMP	2,500.00
29	12" inch RCP provided, delivered, and installed	LF	28.00
30	15" inch RCP provided, delivered, and installed	LF	29.00
31	18" inch RCP provided, delivered, and installed	LF	34.00
32	24" inch RCP provided, delivered, and installed	LF	42.00
33	30" inch RCP provided, delivered, and installed	LF	55.00
34	36" inch RCP provided, delivered, and installed	LF	65.00
35	42" inch RCP provided, delivered, and installed	LF	90.00
36	48" inch RCP provided, delivered, and installed	LF	120.00
37	12" inch ADS Culvert Pipe provided, delivered, and installed	LF	20.00
38	15" inch ADS Culvert Pipe provided, delivered, and installed	LF	22.00
39	18" inch ADS Culvert Pipe provided, delivered, and installed	LF	25.00
40	24" inch ADS Culvert Pipe provided, delivered, and installed	LF	30.00
41	30" inch ADS Culvert Pipe provided, delivered, and installed	LF	38.00
42	36" inch ADS Culvert Pipe provided, delivered, and installed	LF	47.00
43	42" inch ADS Culvert Pipe provided, delivered, and installed	LF	85.00
44	48" inch ADS Culvert Pipe provided, delivered, and installed	LF	95.00

45	Concrete Headwall or Drainage Structure	CY	600.00
46	Mitered end section – medium 12 inches to 15 inches	EACH	800.00
47	Mitered end section – large 18 inches to 24 inches	EACH	4,000.00
48	Concrete flume (4 in thick)	SY	48.00
49	Inlet Apron (4 in thick)	SY	48.00
50	Raise existing inlet (assume 3 in adjustment)	EACH	1,000.00
51	Lower existing inlet (assume 3 in adjustment)	EACH	800.00
52	6 in Diameter Yard Inlet, installed, maximum 2 in depth	EACH	600.00
53	Excavation and Haul Off	CY	8.00
54	Well Points	DAY	3,500.00
55	Grout (joint)	EACH	500.00
56	Compaction of Subgrade, Soil, and Backfill (Up to 6" Thick)	SY	8.00
57	Swale Installation (grading)	CY	10.00
58	Concrete Collar (any size)	EACH	400.00
59	Rip Rap Rubble (up to 12" stone, 18" thick)	SY	200.00
60	Rip Rap Rubble (up to 24" stone, 36" thick)	SY	400.00
61	6 inch Drain pipe	LF	15.00
62	Type "C" inlet installed (maximum depth 6 ft)	EACH	2,500.00
63	Concrete Driveway 6 inches thick-fiber reinforced	SY	48.00
64	Concrete Sidewalk – 4 inches thick installed	SY	43.00
65	Concrete Flat/Ribbon Curb fiber reinforced (12" wide by 8" deep)	LF	15.00
66	Concrete Type "D" Curb fiber reinforced	LF	25.00
67	Concrete Type "E" Curb & Gutter fiber reinforced	LF	18.00
68	Concrete Type "F" Curb & Gutter fiber reinforced	LF	18.00
69	Concrete Modified (18") Type "F" Curb & Gutter fiber reinforced	LF	17.00
70	American Disabilities Act (ADA) truncated dome mat installation	SF	40.00
71	Traffic Control (MOT) cost	DAY	1,500.00
72	Bermuda Sod installed	SY	5.40
73	St Augustine Sod installed	SY	6.75
74	Centipede Sod installed	SY	3.30
75	Irrigation Repair	HR	75.00

76	Type "C" inlet installed (depth 6-10 ft)	EACH	4,000.00
77	Type "C" inlet installed (depth 10 -14 ft)	EACH	6,000.00
78	Type "C" inlet installed (maximum depth 6 ft)	EACH	2,500.00

## CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 19, 2021

**TYPE OF AGENDA ITEM:** Consent Agenda

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**TO:** City Council

**THRU:** Krystal Strickland, Finance Director  
Lance Johnson, City Manager  
Kyle Bauman, City Attorney

**FROM:** Lisa Firth, Parks & Rec Director

**DATE:** January 12, 2021

**SUBJECT:** Harbor Boardwalk Repairs

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**I. BACKGROUND:** The Harbor Boardwalk decking, bench, and light post were damaged during Hurricane Sally. This is a very popular Tourist spot, with a high volume of traffic. Due to the fact the damage caused dangerous risk management issues, the contractor went ahead and made all necessary safety repairs. While the contractor was repairing Hurricane damage, he continued repairing additional worn and damaged boards. The repairs were made to meet an urgent and unexpected requirement where health and public safety or the conservation of public resources was at risk.

The cost of the Harbor Boardwalk repairs exceeded the \$15,000.00 threshold set forth in the City's Purchasing Manual, which requires Council approval. These are FEMA funded repairs which resulted from Hurricane Sally. The additional normal wear and tear boards replaced are budgeted in TDC funds.

**II. DISCUSSION:** City staff solicited quotes, prior to the repairs (please see attached quotes). The initial assessment was under \$15,000, and in accordance with the Purchasing Manual, three written quotes were obtained, and the most responsive quote was accepted.

Subsequently, the contractor found additional boards, posts, lights and benches that also needed repairs at the same location. The materials were available in City

inventory and the labor was already on location. The additional repairs were made to meet an urgent and unexpected requirement where health and public safety or the conservation of public resources was at risk.

The Purchasing Manual Section M.2. Emergency Purchases states that when a delay is against the public interest, and if the costs exceed \$15,000, a full report of the circumstances of the emergency purchase shall be placed on the next regular Council agenda for approval. In addition, emergency purchases costing over \$15,000 require approval by City Council prior to payment.

Square footage of the project was checked by City Staff; repairs are complete and the outstanding invoice is due (refer to attached invoice).

**A. Link to Strategic Goals / Objectives:** I. Enhanced Quality of Life, I.C.2., I.C.3, I.C.4, I.C.5 and III. Organizational Excellence, III.A.1

Focus 4: High quality of life and safety for families.

Goal 4A: Improve and enhance the City's parks and recreational services.

**B. Effect on Budget (EOB):** In total, \$28,065 was spent on capital improvements to the Harbor Boardwalk near Galati yachts. These qualify as capital improvements instead of repairs/maintenance because the city used upgraded materials (weardeck instead of treated wood), and also because of the extent of the work involved.

It was determined that \$8089 of the work was directly related to Hurricane Sally damage, which will be submitted to FEMA for reimbursement. City staff are working diligently with FEMA to finalize the grant agreement.

The remainder of the work replaced aged boardwalk, mooring posts and lean posts (\$19,976) and will be covered by our waterfront parks grant from the Okaloosa Tourist Development Council (TDC).

There is no insurance coverage for the boardwalks as they are excluded under the City's insurance policy - Public Entity-Property and Inland Marine Coverage, Section II Exclusions.

**Budget Impact**

	30557331 FEMA SALLY	0157291 TDC	TOTAL
565000 Capital Improvements	\$ -	\$ 37,400	
<b>FY21 Adopted Budget*</b>	-	37,400	37,400
<b>Previous Expenses/Encumbrances</b>	19,245	-	19,245
<b>Available Program Budget</b>	(19,245)	37,400	18,155
<b>This Agreement</b>	3,642	24,423	28,065
<b>FY21 Remaining Program Budget</b>	\$ (22,886)	\$ 12,977	\$ (9,910)

\*Includes Encumbrances rolled forward

	Anderson Gore - Harborwalk Work		
	FEMA/Sally	TDC	TOTAL
11/04/2020 Invoice	\$ 8,089		\$ 8,089
10/28/2020 Invoice		3,642	3,642
11/11/2020 Invoice		7,350	7,350
11/17/2020 Invoice		8,984	8,984
	8,089	19,976	28,065

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

**III. CONCLUSION:** Staff is requesting approval to pay Anderson/Gore Homes, Inc. 125 Rainbow Drive, Fort Walton Beach, FL 32548 for the additional emergency work above the original PO amount of \$13,985. (PO \$14,080 + Emergency \$13,985 = \$28,065 Grand Total).

**IV. RECOMMENDED MOTION:** I move to that Council approve paying Anderson/Gore Homes, Inc. 125 Rainbow Drive, Fort Walton Beach, FL 32548 in the Amount of \$13,985 for urgent repairs completed on the Harbor Boardwalk.

Attachments:

1. Memo\_Emergency  
Purchase\_Anderson\_Gore\_FY21
2. Anderson\_Gore\_Due Invoice\_FY21
3. Anderson\_Gore\_paid Invoice\_FY21

4. Anderson\_Gore\_paid Invoice 2\_FY21
5. Anderson\_Gore\_paid  
Invoice\_3\_FY21
6. Anderson\_Gore Quote\_FY21
7. JYoung Quote\_Harbor Boardwalk
8. SH Hayes Quote\_Harbor Boardwalk



**EMERGENCY OR AFTER THE FACT PURCHASE REQUEST FORM**

DATE: January 19, 2021  
TO: Robin Spenser, Accounts Payable  
THRU: Lance Johnson, City Manager  
THRU: Webb Warren, Deputy City Manager  
THRU: Krystal Strickland, Finance Director  
THRU: Lisa Firth, Parks and Recreation Director  
FROM: Sheri Bethea, Parks and Recreation AA II

*LF*

It is the policy of the City of Destin to establish administrative procedures by which the City of Destin will purchase materials, supplies, equipment and secure various contractual services to provide greater cost effectiveness and public accountability in the procurement processes. **Except for emergencies or other authorized exemptions stated in the City of Destin's Purchasing Resolution #13-10 and Purchasing Manual OI ADM-30**, no purchase of supplies, services, or equipment shall be made without Authorization as described.

**REQUEST FOR:  AFTER THE FACT PURCHASE**

**EMERGENCY PURCHASE:** A purchase made without following the normal purchasing procedures in order to obtain goods or services quickly at the lowest possible price, not exceeding \$15,000 to meet an urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk. Or, critical City operations will be severely affected in an adverse situation. If costs exceed \$15,000 a full report of the circumstances of the emergency purchase shall be placed on the next regular Council agenda for approval.

**AFTER THE FACT PURCHASE REQUEST:** Justification why a product or service was purchased without first obtaining a purchase order.

Please outline and explain the situation for the **Emergency Purchase** or explain circumstances why the purchase was made without first obtaining a purchase order:

The Harbor Boardwalk decking, bench, and light post were damaged during Hurricane Sally. This is a very popular Tourist spot, with a high volume of traffic. Due to the fact the damage caused dangerous risk management issues, the contractor went ahead and made all necessary safety repairs. While the contractor was repairing Hurricane damage, he continued repairing additional worn and damaged boards. The repairs were made to meet an urgent and unexpected requirement where health and public safety or the conservation of public resources was at risk.

City staff solicited quotes, prior to the repairs. The initial assessment was under \$15,000, and in accordance with the Purchasing Manual, three written quotes were obtained, and the most responsive quote was accepted.

Square footage of the project was checked by City Staff; repairs are complete and the outstanding invoice is due (refer to attached invoice).

Please pay:

Anderson/Gore Homes, Inc. 125 Rainbow Drive, Fort Walton Beach, FL 32548  
in the Amount of **\$13,985.00**.

# INVOICE

11/17/2020

Anderson/Gore Homes, Inc.

125 Rainbow Drive, NW

Fort Walton Beach, FL 32548

850-259-1845P

CGC025698

City of Destin

4200 Indian Bayou Trail

Destin, FL 32541

Reference: Galati Yachts Harborwalk

Square footage of composite laid 553 X 14.80 =

8,184.40

Extras: 2 mooring posts installed, 4 lights installed

800.00

**Total due this invoice**

Due = 8,984.40

INVOICE

10/28/2020  
Anderson/Gore Homes, Inc.  
125 Rainbow Drive, NW  
Fort Walton Beach, FL 32548  
850-259-1845P  
CGC025698

City of Destin  
4200 Indian Bayou Trail  
Destin, FL 32541

Reference: Galati Yachts Harborwalk

Square footage of composite laid 192 X 14.80 =

Extras: 2 lean posts, 1 bench, 5 light posts and 3 mooring posts removed

2,841.60

800.00

Total due this Invoice

3,641.60

OK TO PAY

PO# 21022 VENDOR# 6384  
AMOUNT \$3,641.60  
ORG 30558500 OBJ 565000 SALVY

PROJECT \_\_\_\_\_  
APPROVER / DATE \_\_\_\_\_



# INVOICE

11/11/2020

Anderson/Gore Homes, Inc.

125 Rainbow Drive, NW

Fort Walton Beach, FL 32548

850-259-1845P

CGC025698

City of Destin

4200 Indian Bayou Trail

Destin, FL 32541

Reference: Galati Yachts Harborwalk

Square footage of composite laid 446 X 14.80 =

6,600.80

Extras: 1 lean post, 1 bench, and 2 light posts

750.00

**Total due this invoice**

**7,350.00** ✓

*Pa 12-18-20  
7350.00  
cf# 110660*

# INVOICE

11/4/2020

Anderson/Gore Homes, Inc.

125 Rainbow Drive, NW

Fort Walton Beach, FL 32548

850-259-1845P

CGC025698

City of Destin

4200 Indian Bayou Trail

Destin, FL 32541

Reference: Galati Yachts Harborwalk

Square footage of composite laid 492.5 X 14.80 =

7,289.00

Extras: 2 lean posts, 1 bench, 5 light posts and 3 mooring posts removed

800.00

**Total due this invoice**

8,089.00 ✓

Pal  
ck# 110531

CONSTRU

Anderson / Gore Homes, Inc.

## OWNER INFOR

Name City of Destin  
 Address  
 City, State, ZIP Destin , FL 32541  
 Phone  
 Email  
 Project name Repair Boardwalk

## CONTRACTOR INFORMATION

Company Anderson / Gore Homes, Inc.  
 Name Bob Gore  
 Address 125 Rainbow Drive NW  
 City, State ZIP Fort Walton Beach, FL 32548  
 Phone 850-259-1845  
 Email [rjgorecontractor@gmail.com](mailto:rjgorecontractor@gmail.com)  
 Completion date

## SCOPE OF WORK

We will remove all existing 2 x 6 decking boards and replace with "Wear Deck" boards. We will remove all existing stringers and replace with 2 x 12 pressure treated boards. = \$2130. Square foot price = \$14.80  
 All fasteners will be stainless steel. Permit to be reimbursed at cost. Each light fixture will be determined on an individual basis.

## WARRANTIES

Warranty Specific for Commercial Purposes

## COMPANY PROPOSAL

---

 Robert Gore

---

 Date

## OWNER ACCEPTANCE

By signing this proposal I agree to pay Anderson / Gore Homes, Inc. the full sum as agreed. Payments to be determined.

---

 Date

**From:** Joe Young <[jcy7451@gmail.com](mailto:jcy7451@gmail.com)>  
**Sent:** Thursday, November 5, 2020 5:06:40 PM  
**To:** Lisa Firth <[lfirth@cityofdestin.com](mailto:lfirth@cityofdestin.com)>  
**Subject:** Re: Decking and joist quote

[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.]

Labor and equipment to remove existing decking and 2 x 12 joist, install new decking and 2 x 12 joist in same location as removal at a rate of \$15 per surface square foot , all materials, power supply,dumpsters,sanitary faculties, permits as required

To be provided by others

Square foot price subject to change based on work conditions and quantity of new work

On Thu, Nov 5, 2020 at 4:09 PM Lisa Firth <[lfirth@cityofdestin.com](mailto:lfirth@cityofdestin.com)> wrote:

Will you please specify what your quote includes. Thanks Joe

**From:** Joe Young <[jcy7451@gmail.com](mailto:jcy7451@gmail.com)>  
**Sent:** Thursday, November 5, 2020 11:24 AM  
**To:** Lisa Firth <[lfirth@cityofdestin.com](mailto:lfirth@cityofdestin.com)>  
**Subject:** Decking and joist quote

[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.]

Lisa

Please use a value of \$ 15 a sf for labor and equipment.

Joe young

“Please Note: Florida has a very broad public records law. Most written communications to or from the City of Destin officials are public records available to the public and media upon request. Your e-mail address and communications may therefore be subject to public disclosure.”



CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 19, 2021

**TYPE OF AGENDA ITEM:** Consent Agenda

---

**TO:** City Council

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

**FROM:** Karen Jankowski, HR Manager

**DATE:** January 13, 2021

**SUBJECT:** Human Resources/Risk Manager Confirmation

---

**I. BACKGROUND:** Over thirty individuals applied for the Human Resources/Risk Manager position. From this group, five finalists were selected with interviews conducted during December 14 – 24th and January 4th – 7th.

**II. DISCUSSION:** Ms. Nichole DeVito's experience, numerous achievements and honors are contained in her resume attached for your review.

Ms. DeVito's credentials include:

Master of Human Resource Management, Keller Graduate School of Management

Master of Business Administration, Keller Graduate School of Management

Bachelors of Science in Management, Park University

Associate of Applied Science in Aviation, CCAF

Professional of Human Resources (PHR) Certified Since 2017

Member of Emerald Coast SHRM (Society of Human Resource Managers)

**A. Link to Strategic Goals / Objectives:** Financially Sound City Providing Service Value.

**B. Effect on Budget (EOB):** Costs associated with this position are within the current FY budget.

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION: I move to confirm Nicole DeVito as the Human Resources/Risk Manager

Attachments:

1. DeVito N Resume\_Redacted

# NICHOLE DEVITO, PHR

## Professional Objective

To continue to develop as a Human Resources professional utilizing my education and strong interpersonal skills.

---

### Areas of Expertise/Skills

- Customer Service
- Organization
- Hospitality
- Training
- Change Management
- International Recruiting
- Process Improvement
- Benefit Administration
- Employee Relations
- Data Entry/Internet Research
- HRIS
- Managing Employee Documentation

### *The Henderson Beach & Spa Resort, Destin Florida*

#### *Human Resources Manager*

*January 2017 to Present*

- Benefits administration including Medical, Dental, Vision, 401K, PTO, Vacation, FMLA, Workers Comp, etc.
- Employee relations including coaching and progressive discipline
- Recruitment (online, internal hiring events, job fairs, local high schools, attend job fairs at colleges nationwide)
- J1 Program Oversight and Administration including tracking, housing, cultural days
- Onboarding & Orientation
- Employee recognition and retention
- Compliance with all State and Federal Human Resources Laws and Regulations
- Data entry and administrative duties
- Direct management of HR staff including goal setting, time and attendance, annual reviews, oversight of duties (employment verification, filing, bulletin boards, newsletter, new hire paperwork, etc)
- Key manager in K9 ambassador program
- Annual Employee Engagement Survey
- Exit Interviews
- Participate in taskforce experiences at sister properties
- Essential member of ramp down furlough team due to global pandemic. Key duties include continued benefit administration, electronic layoff procedures, accurate payout of paid time off and taking questions regarding Florida Unemployment Benefits

### *Props Craft Brewery, Ft Walton Beach Florida*

#### *Sales/Marketing*

*June 2016 to January 2017*

- Uncover new sources of revenue by creating relationships and maintaining current accounts
- Plan and carry out community and private events including formal pairing dinners, festivals, and off site tastings.
- Manage all social media accounts focusing on gaining followers and improving online image
- Redesign desktop and mobile web site to be more user-friendly and within the theme of the business
- Assist with highly technical brewing equipment
- Implement social media campaign to promote expansion into large-scale brewery
- Responsible for researching/purchasing marketing and retail products maintaining high quality and reasonable pricing

### *Big Kahuna's Water and Adventure Park, Destin Florida*

#### *Human Resources Manager, Admissions Manager*

*May 2014 to June 2016*

- Plan and attend international hiring tours to interview and recruit college students for summer internship
- Conduct investigations into sensitive HR matters, interview involved parties, prepare necessary documentation, and work with corporate human resources team to resolve the issue in accordance with national and state legislature
- Manage employee payroll system and ensure accuracy of pay and benefits
- Key player in designing and launching new application system through ADP
- Manage 30+ employees each summer in the admissions department ensuring proper training on customer service, accurate cash handling, counterfeit recognition, and proper use of point-of-sale system
- Organize and execute yearly cultural experience as required by the US State Department for the J1 work and travel program
- Exclusive buyer for retail shop with more than \$50,000 worth of inventory
- Handle all park level IT issues including troubleshooting point-of-sale system and computer kiosks

***Hertz Rental Car, Fort Walton Beach Florida***

***Manager Associate***

***November 2012 to May 2014***

- Assist branch manager with reports, training and interview process
- Handle customer complaints in a way that benefits both the customer and the company
- Ensure that the fleet is clean and safe as well as logistically where it needs to be
- Quickly and accurately input customer information
- Recognized for consistently high sales revenue on a monthly basis

***Country Inn and Suites, Virginia Beach Virginia***

***Sales Manager***

***February 2012 to October 2012***

- Set up meetings with key players at local companies in order to gain more of their business
- Maintain relationships with current accounts
- Handle issues as quickly as possible with all business accounts in order to maintain their business
- Input data and write contracts for top accounts
- Ensure compliance with company policies among housekeeping and front desk personnel
- Maintain and organize files in an easy to follow way for future employees

***Sugarplum Bakery, Virginia Beach Virginia***

***Retail Associate/ Deli***

***October 2010 to January 2012***

- Assist the director of operations with interviews for potential new hires
- Train new employees on the use of dangerous equipment and on customer service skills
- Perform opening and closing procedures
- Decorate cakes in accordance with customer requests
- Ring sales
- Handle escalated customer complaints

***United States Air Force, Little Rock Arkansas***

***Loadmaster/Ground Training***

***June 2006 to August 2010***

- Single handedly ran squadron ground training office ensuring that each member is current on all training events
- Compute aircraft weight and balance
- Treasurer of squadron booster club which included organizing morale events and finding creative ways to raise money
- Composed a book of standard operating procedures for the ground training office
- Participated in multiple volunteer opportunities to include Habitat for Humanity, local animal shelters and local homeless shelters
- Gave briefings to leadership regarding ground training objectives, to my fellow loadmasters regarding safety procedures, and to passengers regarding best practices while in flight.

**Education and Certifications**

Master of Human Resource Management, Keller Graduate School of Management

Master of Business Administration, Keller Graduate School of Management

Bachelors of Science in Management, Park University

Associate of Applied Science in Aviation, CCAF

Professional of Human Resources (PHR) Certified Since 2017

Member of Emerald Coast SHRM (Society of Human Resource Managers)

Other employment history and references available upon request

## CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 19, 2021

**TYPE OF AGENDA ITEM:** Action Item

---

**TO:** City Council

**THRU:** Lance Johnson, City Manager

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

**DATE:** January 12, 2021

**SUBJECT:** Request for release of code compliance lien by third party purchaser. (4767 Bonaire Cay)

---

**I. BACKGROUND:** On January 5, 2021, the City received a request to release a code compliance lien from a third party purchaser on a currently compliant property. The lien was recorded after the purchaser bought the property. The request for release of lien, along with a copy of the deed for purchase and recorded lien, are attached for review by the City Council.

**II. DISCUSSION:**

The subject property was previously the subject of a code compliance action before the City's special magistrate, and was found in violation of City Code for failure to register as a short-term rental. After entry of the order of violation but before a lien was recorded in the public records, a third party purchaser who was innocent of the violation purchased the property on August 19, 2019, without knowledge of the pending code compliance action. The City's lien was recorded on August 21, 2019. The property is currently in compliance, and the third party purchaser is requesting that the lien be released.

See sec. 14-81(e) of the City's Land Development Code provides in relevant part:

A lien arising from a fine imposed pursuant to this section runs in favor of the local governing body and the local governing body may execute a satisfaction or release of lien entered pursuant to this section.

If the City Council approves the request, the City Land Use Attorney will record a release of lien in

the public records, and the existing lien will be void, and of no further force and effect.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: Staff recommends approval of the requested release of lien.

IV. RECOMMENDED MOTION:

Attachments:

1. Request for Release of Lien
2. Copy of Order Finding Violation  
Dated March 5 2019
3. Copy of Recorded Lien
4. Copy of Deed for Purchase Dated  
8\_19\_2019

-----Original Message-----

From: Ken Caskey <ken@staydalexander.com>  
Sent: Tuesday, January 5, 2021 3:09 PM  
To: Kimberly Kopp <kkopp@romanokopplaw.com>  
Subject: 4767 Bonaire Cay Lien

Hello Ms. Kopp -

I wanted to first wish you a Happy New Year and hope you had a enjoyable time off during the holidays. I'm really hoping you can help me out with a jam I'm in. The company I work for, D. Alexander, owns 4767 Bonaire Cay in Destin. To my knowable and in conversations with Compliance Officer Morales you are aware we had a situation on the property where there was a hearing which resulted in a lien put on the property approximately a year ago in the name of the former owners. The hearing was actually conducted the day after we closed on the property and when the lien was placed there was no knowledge as to the property being sold or us becoming the new owners. The transaction obviously hadn't been recorded yet. Nor, were we aware of the situation throughout closing.

What has been told to us by Officer Morales is the City will be expunging the prior lien and are just in the process of figuring out the administration end of how to execute that. The problem we are presented with is we are in the process of refinancing the home and lien came up during that process which was the first D. Alexander had heard about it. What our lender and title company are asking for is a letter from someone at The City of Destin just saying that the lien will be expunged and is awaiting the administrative function to get complete. We have been holding up closing on the loan pending only this one issue since last week and I would be sincerely grateful if you could provide us that letter. Please contact me if you have any questions or if there is any information I can provide you.

Thank you,

Ken Caskey  
Head of Operations

D. Alexander, Inc  
720-660-9769

**CODE COMPLIANCE BOARD  
OF THE  
CITY OF DESTIN, FLORIDA  
March 5, 2019**

**CASE # 18-001980**

City Of Destin, Department of Code Compliance  
**PETITIONER**

-Vs-

Mark Jones  
**RESPONDENT**

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER**

THIS CASE comes for public hearing before the Code Compliance Board of the City of Destin on March 5, 2019, after due notice to the Respondents, and the Board, having heard testimony under oath, received evidence, and heard argument, hereby issues its Findings of Fact, Conclusions of Law, and Order, as follows:

**I. FINDINGS OF FACT:**

The Respondent, whose mailing address is 2326 Edgemere Lake Cir, Marietta, GA 30062, is the owner of the property described as 00-2S-22-0072-0000-0830, also known as 4767 Bonaire Cay, Destin, FL 32541. The following conditions exist on subject property:

**Sec. 13-105.-Registration Required.**

It shall be unlawful for any person to allow another person to occupy any single-family dwelling unit as a seasonal resident within the City of Destin, or offer such rental services within the City of Destin, unless the person has been registered with the City of Destin in accordance with the provisions of this article.

**II. CONCLUSIONS OF LAW:**

This is a lawfully constituted code compliance proceeding convened pursuant to Chapter 162, Part I, Florida Statutes, and Chapter 14, Article III, Code of Ordinances of the City of Destin. The City of Destin Code Compliance Board has jurisdiction over the subject matter and the Respondent. Notice of this proceeding has been duly provided to Respondents as required by City Code.

The Respondent, by reason of the foregoing facts, is in violation of the Code of Ordinances, City of Destin, Florida, to wit: Chapter 13: Section 13-105 The Respondent is subject to the enforcement jurisdiction of City of Destin, Florida Code Compliance Special Magistrate.

**III. ORDER:**

1. The Respondent is to correct the aforesaid violation on or before April 5, 2019 by; Register the short term rental with the City of Destin. Failure to register the property within 30 days will violate this order and legal proceedings will be brought forth charging you with a violation of this code.
2. The Respondent is further ordered to contact the Code Compliance Department of the City of Destin to verify compliance with this Order.
3. In the event that City staff finds that the aforesaid property is not brought into compliance by April 5, 2019, the Respondents may be ordered to pay a fine not to exceed \$250.00 for the first violation, and a fine not to exceed \$500.00 per day for each violation thereafter. Assessment of such penalties shall be as provided by law.
4. **An administrative fee of \$250.00 is assessed against the Respondent and shall be paid on or before April 5, 2019.**
  - Credit card payments can made over the phone at 850-842-4596.
  - Check payments payable to the City of Destin with the property address on the memo line.

Mailing address or to pay in person:  
City of Destin Attn: Code Compliance  
4100 Indian Bayou Trail  
Destin, FL 32541

**DONE AND ORDERED** this 5th day of March, 2019.

CODE COMPLIANCE SPECIAL MAGISTRATE  
CITY OF DESTIN, FLORIDA

By:   
Casey King

I HEREBY CERTIFY that a true and correct copy of the forgoing Finding of Fact, Conclusions of Law, and Order has been sent by mail to the respondent, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_  
William Morales, Code Compliance Officer  
City of Destin, FL

**CODE ENFORCEMENT SPECIAL MAGISTRATE  
OF THE  
CITY OF DESTIN, FLORIDA  
August 20, 2019**

CITY OF DESTIN, FLORIDA  
DEPARTMENT OF CODE ENFORCEMENT

Petitioner

Vs.

CASE #: 18-001981

Mark Jones

Respondent

**ORDER IMPOSING ADMINISTRATIVE FINE/LIEN**

THIS CAUSE was brought for public hearing before the Code Enforcement Special Magistrate of the City of Destin, Florida, on August 20, 2019, after due notice to the Respondent, and the Special Magistrate, having heard testimony under oath, received evidence, heard argument, and approved its Findings of Fact, Conclusions of Law, and Order, duly issued said Order, which was furnished to Respondent. Said Order found to following violation:

**Code of Ordinances Sec. 13-105. - Short Term Registration**

Full Description: Registration required.

It shall be unlawful for any person to allow another person to occupy any single-family detached dwelling unit as a seasonal resident within the City of Destin, or offer such rental services within the City of Destin, unless the person has been registered with the City of Destin in accordance with the provisions of this article.

Said Order required Respondent at the property located at 74 Terra Cotta Way, DESTIN, FL 32541, located in Okaloosa County (Tax Parcel ID #00-2S-22-2499-0000-0190), to correct the aforesaid violation on or before April 5, 2019

The Respondent is further ordered to contact the Code Enforcement Department of the City of Destin to verify compliance with this Order.

Said Order stated that in the event that City staff finds that the aforesaid property is not brought into compliance after April 5, 2019, the Respondent may be ordered to pay a fine not to exceed \$250.00 per day for each day such violation continues to exist beyond the above stated date for compliance.

After being sworn, the Code Enforcement Office certified to the Special Magistrate that the Respondent has not taken the corrective action ordered by the Special Magistrate, or that Respondent has repeated the violation.

In determining the amount of the fine to be imposed, if any, the Special Magistrate has considered the following factors:

- (1) The gravity of the violation.
- (2) Any actions taken by the violator to correct the violation.
- (3) Any previous violations committed by the violator.

**I. ORDER:**

It has been brought to the Special Magistrate's attention by the City's Code Enforcement Officer that the Respondent continues to be in violation.

The Special Magistrate orders that a fine in the amount of \$250.00 per day be imposed against the property for each and every day the violation continues to exist at 74 Terra Cotta Way , DESTIN, FL 32541, located in Okaloosa County (Tax Parcel ID 00-2S-22-2499-0000-0190), after April 5, 2019.

This Order shall be recorded in the public records of Okaloosa County, Florida, and shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by Respondent.

A true and correct copy of this Order Imposing Administrative Fine/Lien shall be delivered to Respondent by United States Postal Service regular mail, by hand delivery or posting on property where violation exist.


DONE AND ORDERED this day of August 20, 2019

CODE ENFORCEMENT SPECIAL MAGISTRATE  
CITY OF DESTIN, FLORIDA

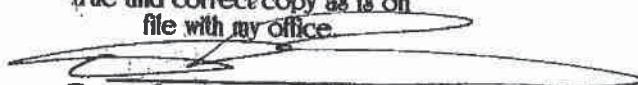
  
Casey King

This will certify that a true copy of this order was furnished to Mark Jones at 2326 Edgemere Lake Cir, Marietta, GA 30062 by United States mail, this day of

August 21, 2019

  
William Morales, Code Enforcement Officer  
City of Destin, Florida

I hereby certify this is a true and correct copy as is on file with my office.

  
Roy Bailey, City Clerk, Destin, FL

STATE OF FLORIDA  
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of August 2019 by

Code Compliance Officers  
Polly Morales

Kimberly I. Montgomery  
Signature of Person Taking Acknowledgement

Kimberly I. Montgomery  
Printed name of Person Taking Acknowledgement



KIMBERLY I. MONTGOMERY  
Commission # GG 174770  
Expires March 5, 2022  
Bonded Thru Budget Notary Services

Personally known  or has produced identification

Prepared by:  
Aqua Title Services  
36150 Emerald Coast Parkway, Suite 101  
Destin, Florida 32541

## General Warranty Deed

Made this August 19, 2019 A.D. By **Mark Jones**, an unmarried man, whose address is: 2326 Edgemere Lake Circle, Marietta, Georgia 30062, hereinafter called the grantor, to **D. Alexander Fund I, LP, a Delaware Limited Partnership**, whose post office address is: 1441 Little Raven St. # 19008, Denver, Colorado 80202, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**Witnesseth**, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Okaloosa County, Florida, viz:

Lot 83, PHASE 1 OF DESTINY EAST, according to the Plat thereof as recorded in Plat Book 16, Page 23, Public Records of Okaloosa County, Florida.

**Being** and intended to be the same premises conveyed to the Grantor herein by deed recorded December 30, 2014, in Official Records Book 3178, Page 3545, Public Records of Okaloosa County, Florida.

Parcel ID Number: **00-2S-22-0072-0000-0830**

**Said** property is not the homestead property of the Grantor as defined by the Constitution of the State of Florida

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2018.

**SIGNATURE(S) ON THE FOLLOWING PAGE**

**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

*Signed, sealed and delivered in our presence:*

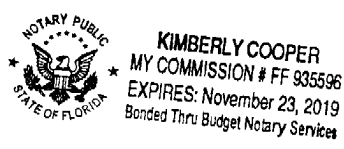
Wendy A. Lewis  
Witness Printed Name Wendy A. Lewis

Kimberly Cooper  
Witness Printed Name Kimberly Cooper

Mark Jones  
Mark Jones

STATE OF Florida  
COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of August, 2019, by Mark Jones, whom I do personally know or who has produced a valid driver's license or government issued photo ID as identification.



Kimberly Cooper  
Notary Public  
Print Name: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 19, 2021  
**TYPE OF AGENDA ITEM:** Action Item

---

**TO:** City Council

**THRU:** Lance Johnson, City Manager

**FROM:** Noell Bell, Chief Building Official  
Louis Zunguze, Community Development Director  
Kimberly Kopp, Land Use Attorney

**DATE:** January 7, 2021

**SUBJECT:** Proposed Bert Harris Settlement Agreement for 3473 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, has inspected the property, and recommends approval of the proposed settlement agreement.

Square footage of living space at the property is approx. 4,575 square feet, and there are seven permitted bedrooms. After a life-safety inspection by the building official, staff recommends approval of the requested 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.

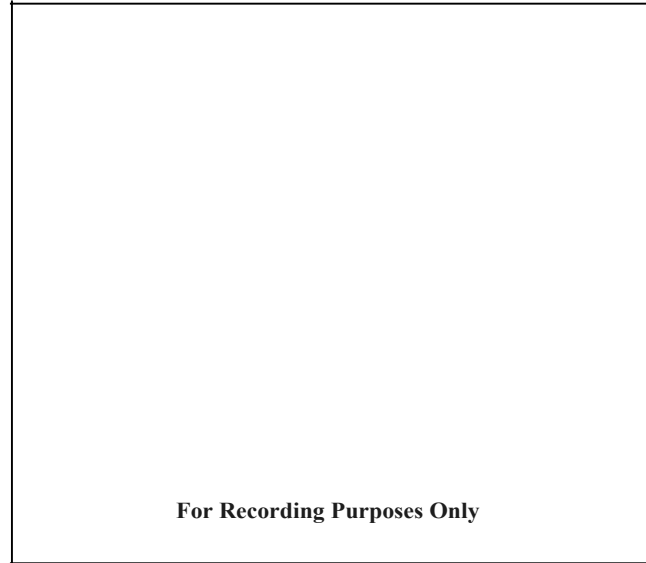
**IV. RECOMMENDED MOTION:**

Attachments:

1. 3473 SH 98 Settlement Jan 19 Agenda

**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 \_\_\_\_\_ 2021, ("Effective Date") by and between, Gemini Capital Acquisition II, 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 3473 Scenic Highway 98, Destin, FL 32541, as more particularly described in the attached Exhibit "A" (the "Property"); and

**WHEREAS**, on October 18, 2019, 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 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. Additionally, no future addition to the number bedrooms will increase the allowable occupancy at the Property.

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 Gemini Capital Acquisition II, LLC: Adam Lamnin  
9245 SW 93rd Avenue  
Miami, FL 33176

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.

OWNER: Gemini Capital Acquisition II, LLC

\_\_\_\_\_  
Signature of Witness #1

\_\_\_\_\_  
Adam Lamnin

\_\_\_\_\_  
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 6, GRAND PALMS, A PART OF DESTINY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 15, PAGES 38 AND 39 OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 19, 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:** January 7, 2021

**SUBJECT:** Proposed Bert Harris Settlement Agreement for 58 Sunfish

---

**I. BACKGROUND:** A proposed settlement agreement is attached for consideration by the City Council.

**II. DISCUSSION:** Staff has reviewed the requested occupancy, has inspected the property, and recommends approval of the proposed settlement agreement.

Square footage of living space at the property is approx. 3,470 square feet, and there are four bedrooms. After a life-safety inspection by the building official, staff recommends approval of the requested 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. 58 Sunfish St Settlement Agreement-Final 12.9.2020



**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><b>For Recording Purposes Only</b></p>
---

**SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2021, ("Effective Date") by and between, D3 PROPERTIES, LLC, a Florida Limited Liability Company ("**Owners**") 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 or a total of twenty-four (24) persons, whichever is less; and

**WHEREAS**, Owners own the real property and improvements located at 58 Sunfish Street, Destin, Florida, 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 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 change 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: Mayor Gary Jarvis  
   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  
   Attn: Kimberly Romano Kopp, Esq.

To Owners:                      D3 Properties, LLC  
   c/o Duane Goff  
   100 Brothers Lane  
   Dalton, GA 30720

With a copy to:                      Najmy Thompson, PL  
   1401 8<sup>th</sup> Avenue West  
   Bradenton, Florida 34205  
   Attention: Aaron M. Thomas, Esq.

**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.

*[SIGNATURE PAGES TO FOLLOW]*

WITNESSES

OWNERS  
D3 PROPERTIES, LLC, a Florida Limited  
Liability Company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Duane Goff, as Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 202\_, by Duane Goff, as the Authorized Representative of D3 Properties, LLC, a Florida Limited Liability Company, who  is personally known or  has produced a driver's license as identification.

NOTARY SEAL

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

CITY OF DESTIN

By: \_\_\_\_\_  
Gary Jarvis, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Rey Bailey, City Clerk

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 202\_, by, \_\_\_\_\_ who  is personally known or  has produced a driver's license as identification.

NOTARY SEAL

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

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"

Lot 7, Block 2, Crystal Beach Subdivision, according to the Plat thereof as recorded in Plat Book 1, Page 17, of the Public Records of Okaloosa County, Florida.

Parcel ID Number: 00-2S-22-0580-0002-0070

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 19, 2021  
**TYPE OF AGENDA ITEM:** Action Item

---

**TO:** City Council

**THRU:** Lance Johnson, City Manager

**FROM:** Noell Bell, Chief Building Official  
Louis Zunguze, Community Development Director  
Kimberly Kopp, Land Use Attorney

**DATE:** January 7, 2020

**SUBJECT:** Proposed Bert Harris Settlement Agreement for 87 Cobia.

---

**I. BACKGROUND:** A proposed settlement agreement is attached for review by the City Council.

**II. DISCUSSION:** Staff has reviewed the requested occupancy, has inspected the property, and recommends approval of the proposed settlement agreement.

Square footage of living space at the property is approx. 1,560 square feet, and there are three permitted bedrooms. After a life-safety inspection by the building official, staff recommends approval of the requested 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.

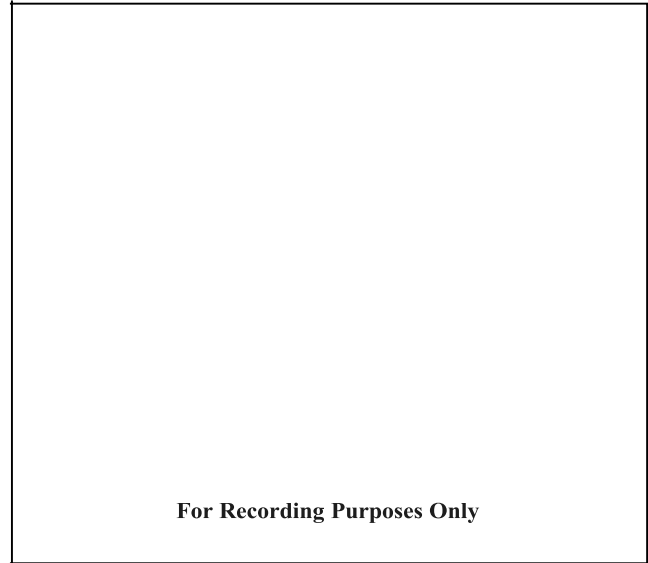
**IV. RECOMMENDED MOTION:**

Attachments:

1. 87 Cobia

**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 \_\_\_\_\_ 2021, ("Effective Date") by and between, Mr. Erez Weinstein and Ms. Shirley Weinstein. ("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 87 Cobia Street, 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 three (3) 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 Owner:                      Mr. and Mrs. Shirly Weinstein  
   10070 Timberstone Road  
   Alpharetta, GA 300227513

**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.

OWNER:

\_\_\_\_\_  
Signature of Witness #1

\_\_\_\_\_  
Shirly Weinstein

\_\_\_\_\_  
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

OWNER:

\_\_\_\_\_  
Signature of Witness #1

\_\_\_\_\_  
Erez Weinstein

\_\_\_\_\_  
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.

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 24, Crystal Beach, according to the Plat thereof, as recorded in Plat Book 1, Page 17, of the Public Records of Okaloosa County, Florida

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 19, 2021  
**TYPE OF AGENDA ITEM:** Action Item

---

**TO:** City Council

**THRU:** Lance Johnson, City Manager

**FROM:** Noell Bell, Chief Building Official  
Louis Zunguze, Community Development Director  
Kimberly Kopp, Land Use Attorney

**DATE:** January 7, 2020

**SUBJECT:** Proposed Bert Harris Settlement Agreement for 93 Cobia.

---

**I. BACKGROUND:** A proposed settlement agreement is attached for consideration by the City Council.

**II. DISCUSSION:** Staff has reviewed the requested occupancy, has inspected the property, and recommends approval of the proposed settlement agreement.

Square footage of living space at the property is approx. 1,960 square feet, and there are three permitted bedrooms. After a life-safety inspection by the building official, staff recommends approval of the requested 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.

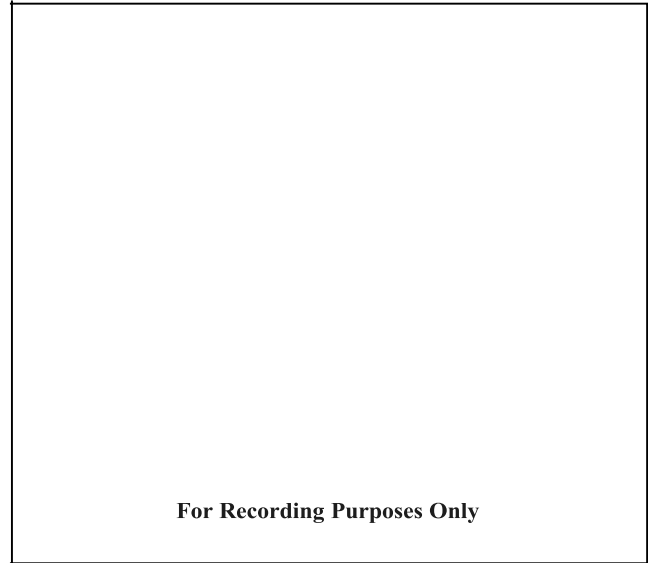
**IV. RECOMMENDED MOTION:**

Attachments:

1. 93 Cobia Proposal

**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 \_\_\_\_\_ 2021, ("Effective Date") by and between, Mr. Erez Weinstein and Ms. Shirley Weinstein. ("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 93 Cobia Street, 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 three (3) 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.

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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 Owner: Ms. Shirly Weinstein  
10070 Timberstone Road  
Alpharetta, GA 300227513

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.

OWNER:

\_\_\_\_\_  
Signature of Witness #1

\_\_\_\_\_  
Shirly Weinstein

\_\_\_\_\_  
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

OWNER:

\_\_\_\_\_  
Signature of Witness #1

\_\_\_\_\_  
Erez Weinstein

\_\_\_\_\_  
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.

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 14, Block 24, Crystal Beach, according to the Plat thereof, as recorded in Plat Book 1, Page 17, of the Public Records of Okaloosa County, Florida

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 19, 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:** January 12, 2021

**SUBJECT:** Proposed Bert Harris Settlement Agreement for 4430 Ocean View Drive

---

**I. BACKGROUND:** A proposed settlement agreement is attached for consideration by the City Council.

**II. DISCUSSION:** Staff has reviewed the requested occupancy, has inspected the property, and recommends approval of the proposed settlement agreement.

Square footage of living space at the property is approx. 2,202 square feet, and the structure has 4 bedrooms. The building official performed a life safety inspection at the property, which resulted in a staff-recommended occupancy of 18 based on the inspection and prior directives of the City Council.

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:**

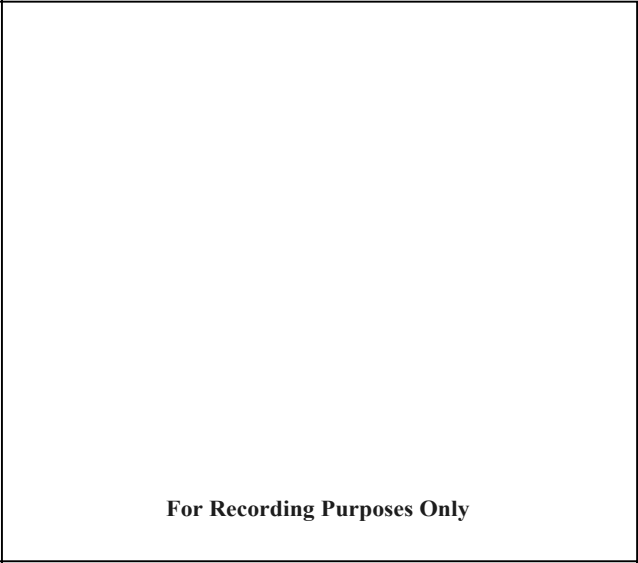
Attachments:

1. 4430 Navarro Settlement Agreement-

Final 12.9.2020

**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 \_\_\_\_\_ 2021, ("Effective Date") by and between, MONICA P. NAVARRO ("**Owners**") 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 or a total of twenty-four (24) persons, whichever is less; and

**WHEREAS**, Owners own the real property and improvements located at 4430 Ocean View Drive, Destin, Florida, 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 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 change 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: Mayor Gary Jarvis  
   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  
   Attn: Kimberly Romano Kopp, Esq.

To Owners:                      Monica P. Navarro  
   35 Cayuga Rd.  
   Lake Orion, MI 32541

With a copy to:                      Najmy Thompson, PL  
   1401 8<sup>th</sup> Avenue West  
   Bradenton, Florida 34205  
   Attention: Aaron M. Thomas, Esq.

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.

*[SIGNATURE PAGES TO FOLLOW]*

WITNESSES

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by Monica P. Navarro, who  is personally known or  has produced a driver's license as identification.

NOTARY SEAL

OWNERS

\_\_\_\_\_  
Monica P. Navarro

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

CITY OF DESTIN

By: \_\_\_\_\_  
Gary Jarvis, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Rey Bailey, City Clerk

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 202\_, by, \_\_\_\_\_ who  is personally known or  has produced a driver's license as identification.

NOTARY SEAL

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

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"

Lot 21, Crystal Shores, a Planned Unit Development, according to the Plat thereof as recorded in Plat Book 13, Page 59, of the Public Records of Okaloosa County, Florida.

Parcel ID Number: 00-2S-22-059A-0000-0210

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 19, 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:** January 12, 2021

**SUBJECT:** Proposed Bert Harris Settlement Agreement for 4742 Ocean Blvd

---

**I. BACKGROUND:** A proposed settlement agreement is attached for consideration by the City Council.

**II. DISCUSSION:** Staff has reviewed the requested occupancy, has inspected the property, and recommends approval of the proposed settlement agreement.

Square footage of living space at the property is approx. 5,598 square feet, and the structure has 6 bedrooms. The building official performed a life safety inspection at the property, which resulted in a staff-recommended occupancy of 24 based on the inspection and prior directives of the City Council.

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. 4742 Ocean Settlement Agreement-

Final 12.9.2020

**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><b>For Recording Purposes Only</b></p>
---

**SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_, ("Effective Date") by and between, TUSCANY HOLDINGS, LLC ("**Owners**") 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 or a total of twenty-four (24) persons, whichever is less; and

**WHEREAS**, Owners own the real property and improvements located at 4742 Ocean Boulevard, Destin, Florida, 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 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 change 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: Mayor Gary Jarvis  
                                      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  
                                      Attn: Kimberly Romano Kopp, Esq.

To Owners:                    Tuscan Holdings, LLC  
                                      Attn: Brian S. Kim  
                                      2012 Nottingham  
                                      Springfield, MO 65804

With a copy to:              Najmy Thompson, PL  
                                      1401 8<sup>th</sup> Avenue West  
                                      Bradenton, Florida 34205  
                                      Attention: Aaron M. Thomas, Esq.

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.

*[SIGNATURE PAGES TO FOLLOW]*

WITNESSES

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 202\_, by Brian Kim for Tuscany Holdings, LLC, who  is personally known or  has produced a driver's license as identification.

NOTARY SEAL

OWNERS  
Tuscany Holdings, LLC

\_\_\_\_\_  
Brian Kim, as Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

CITY OF DESTIN

By: \_\_\_\_\_  
Gary Jarvis, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Rey Bailey, City Clerk

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_ 202\_, by, \_\_\_\_\_ who  is personally known or  has produced a driver's license as identification.

NOTARY SEAL

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

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"

Lot 13, DESTINY BY THE SEA, according to the Plat thereof as recorded in Plat Book 16, Page(s) 21 & 22, of the Public Records of Okaloosa County, Florida.

Parcel ID Number: 00-2S-22-0075-0000-0130

CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 19, 2021  
**TYPE OF AGENDA ITEM:** Action Item

---

**TO:** City Council

**THRU:** Lance Johnson, City Manager

**FROM:** Noell Bell, Chief Building Official  
Louis Zunguze, Community Development Director  
Kimberly Kopp, Land Use Attorney

**DATE:** January 12, 2021

**SUBJECT:** Proposed Bert Harris Settlement Agreement for 4653 Destiny Way

---

**I. BACKGROUND:** A proposed settlement agreement is attached for consideration by the City Council.

**II. DISCUSSION:** Staff has reviewed the requested occupancy, has inspected the property, and recommends approval of the proposed settlement agreement.

Square footage of living space at the property is approx. 3,615 square feet, and the structure has 5 bedrooms. The building official performed a life safety inspection at the property, which resulted in a staff-recommended occupancy of 21 based on the inspection and prior directives of the City Council.

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 Bert Harris settlement agreement based on the prior directives of the City Council.

**IV. RECOMMENDED MOTION:**

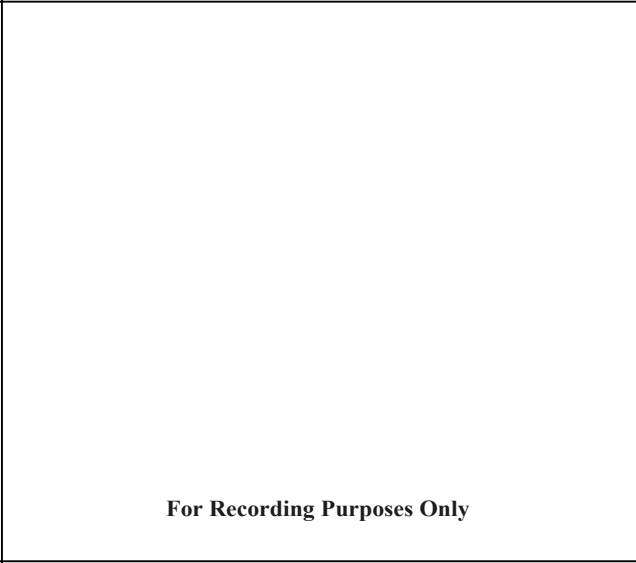
Attachments:

1. 4653 Destiny Way (5643 LLC,

Richardson)

**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 \_\_\_\_\_ 2021, ("Effective Date") by and between 4653 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 4653 Destiny Way, 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 one (21) 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 4653 LLC: Timothy Richardson  
   161 Riverwalk Drive  
   Madisonville, LA 70447

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 Richardson

\_\_\_\_\_  
Print or type name

\_\_\_\_\_  
Rachele Richardson

\_\_\_\_\_  
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 23 of DESTINY, according to the plat thereof as recorded in Plat Book 14, Page(s) 60 through 63, of the Public Records of Okaloosa County, Florida.

## CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 19, 2021

**TYPE OF AGENDA ITEM:** Consent Agenda

---

**TO:** City Council

**THRU:** Lance Johnson, City Manager

**FROM:** Louis Zunguze, Community Development Director  
 Kyle Bauman, City Attorney  
 Lauren Witt, Principal Planner

**DATE:** January 13, 2021

**SUBJECT:** Single-Family Residential Marine Construction Proposed - 823 Cross Street

---

**I. BACKGROUND:** The applicant requests Harbor and Waterways Board and City Council approval for a marine construction project located at 823 Cross Street, located within Marler Bayou, Class II Florida Waters.

The contractor has submitted a permit for ±71 LF of dock from the MHWL, Aa covered boat house with one (1) 3' X 32' catwalk, and boatlift. The total project footprint is ±1078 square feet.

**II. DISCUSSION:** The proposed marine construction project meets the requirements, of Article 11.05.00, City of Destin Land Development Code, in addition, to including the required 25-foot riparian setback. The proposed marine construction project is consistent with Coastal Management Element Goal 6-1, Coastal Management Element Objective 6-1.1, and Coastal Management Element Policy 6-2.1.3: Project Coastal and Estuarine Environmental Quality and the Shoreline.

**A. Link to Strategic Goals / Objectives:** 1) Enhance Quality of Life. 2) Improve Public Use of Beach, Waterways and Harbor. 3) Enhance and Preserve Heritage and Environment.

**B. Effect on Budget (EOB):** There is not any anticipated effect on the budget.

**C. Level of Service (LOS):** There is not any anticipated effect on Level of Service.

**III. CONCLUSION:** The contractor provided a Florida Department of

Environmental Protection Permit (FDEP), Permit No: 0386382-002-EI/46 and Army Corp of Engineers (ACE), Permit No. SAJ- 2020-02018 (GP-HMM). City staff reviewed the application and determined that the plans comply with the City Codes and regulations. Specifically, the proposed dock complies with **Article 11.05.01.M, City of Destin Land Development Code, and the Coastal Management Element of the City's Comprehensive Plan (Coastal Management Element Policy 6-1.1.3).**

**HARBOR AND WATERWAYS BOARD RECOMMENDATION:** At a public hearing held on January 11th, 2021, the Harbor and Waterways Board recommended approval of a single-family marine construction project proposed at 823 Bambi Drive, for ±71 LF of dock from the MHWL, a covered boat house with one (1) 3' X 32' catwalk, and boat lift, subject to the applicant meeting all applicable Federal, State and City permit requirements.

**IV. RECOMMENDED MOTION:** We move that City Council approve a single-family marine construction project located at 823 Cross Street, subject to the applicant meeting all applicable Federal, State, and, City permit requirements.

Attachments:

1. 823 Cross Street Permit Application
2. 823 Cross Street Harbor Board Application Packet
3. 823 Cross Street DEP and US ACE



# Community Development Department Building Division

4200 Indian Bayou Trail, Destin, FL 32541  
Phone: (850) 654-1119 Permits@cityofdestin.com

## Marine Construction Permit Application

DATE: 7/15/2020

JOB SITE ADDRESS: 823 Cross Street

NAME OF PROJECT: Caston Dock

PARCEL ID: 00-25-22-0310-000 D-0960 LOT: D BLOCK: 96 SUBDIVISION: Calhoun S/D

OWNER OF PROPERTY: Ben + Nichole Causton

CONTRACTOR COMPANY NAME: SELF

ADDRESS: 327 Mountain Drive

QUALIFIER NAME: \_\_\_\_\_

CITY, STATE, ZIP: Destin FL 32541

STATE LICENSE #: \_\_\_\_\_ COMP#: \_\_\_\_\_

PHONE: 850-714-4616 FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

MOBILE/CELL: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

FEE SIMPLE TITLEHOLDER (if other than owner): \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: Ben Causton

CITY, STATE, ZIP: \_\_\_\_\_

MOBILE/CELL: 850-714-4616

EMAIL: LBCAUSTON@GMAIL.COM

**All new marine construction requires review by the Harbor & Waterways Board, per Article 11.05.01.A., Land Development Code. This process requires a separate Harbor & Waterways Board Application. After the Board meets to take action on a proposed dock application, its recommendation is forwarded to the City Council for approval or denial. A Marine Construction Permit is also necessary and may be reviewed simultaneously. All applications require a scaled site plan or survey depicting improvements.**

HARBOR & WATERWAYS BOARD HEARING DATE: \_\_\_\_\_ CITY COUNCIL APPROVAL DATE: \_\_\_\_\_ (Provide the information checklist with Mayor or City Council designee signature or City Council meeting minutes.)

DESCRIPTION OF WORK TO BE DONE: Remove Old Dock + Rebuild with attached drawings.

CATEGORY TYPE:  Residential  Commercial CURRENT CODE: 2017  
PERMIT TYPE:  Bulkhead(seawall)  Dock/Pier  Piles  Boatlift  Boathouse  Boat Ramp  Other: \_\_\_\_\_  
CONSTRUCTION TYPE:  New  Repair  Replace  Remove  Relocate  Addition DEP Permit required:  Yes  No

**Marine Contractors must maintain applicable workers' compensation and general liability insurance as required by state and federal law, including but not limited to the provisions of the LONGSHOREMEN'S and Harbor Worker's Compensation Act.**

TOTAL VALUE (MATERIAL & LABOR): \$30,000  
(excluding lot)

**FINAL INSPECTION IS REQUIRED ON ALL PERMITS-Failure to obtain a final inspection may result in legal action.**

Applicants Signature: [Signature] Date: 7/15/2020  
Applicants Printed Name: Ben Causton Date: 7/15/2020

Reviewed by: (Building Division) Date: \_\_\_\_\_  
Reviewed By: (Planning Division) Date: \_\_\_\_\_  
Reviewed By: (Code Compliance Dept.) Date: \_\_\_\_\_  
Received By: (Initials) Date: \_\_\_\_\_

Calhoun Ave

Cross St

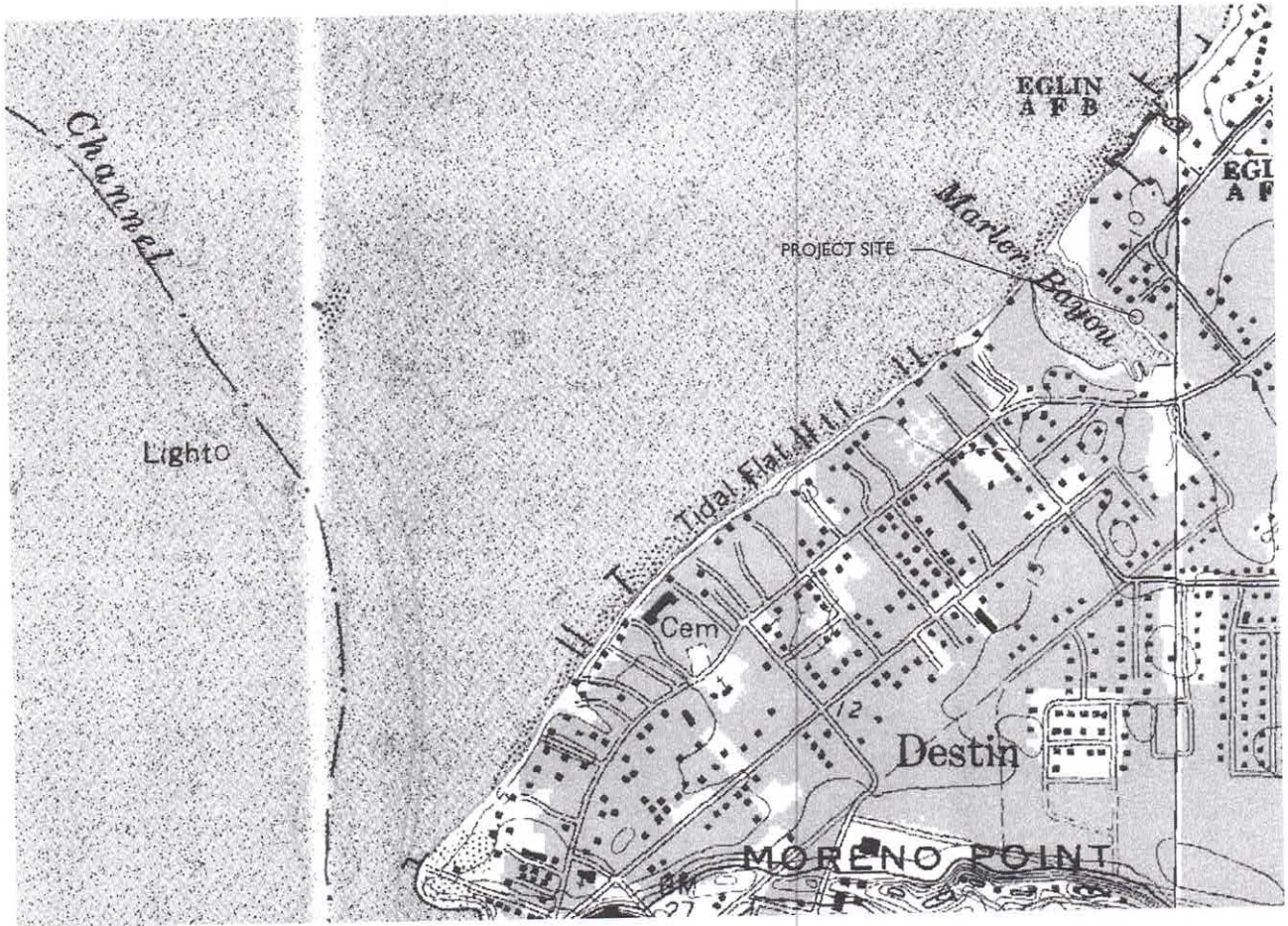
823 Cross Street

Cross St

**OLD DOCK**



Google



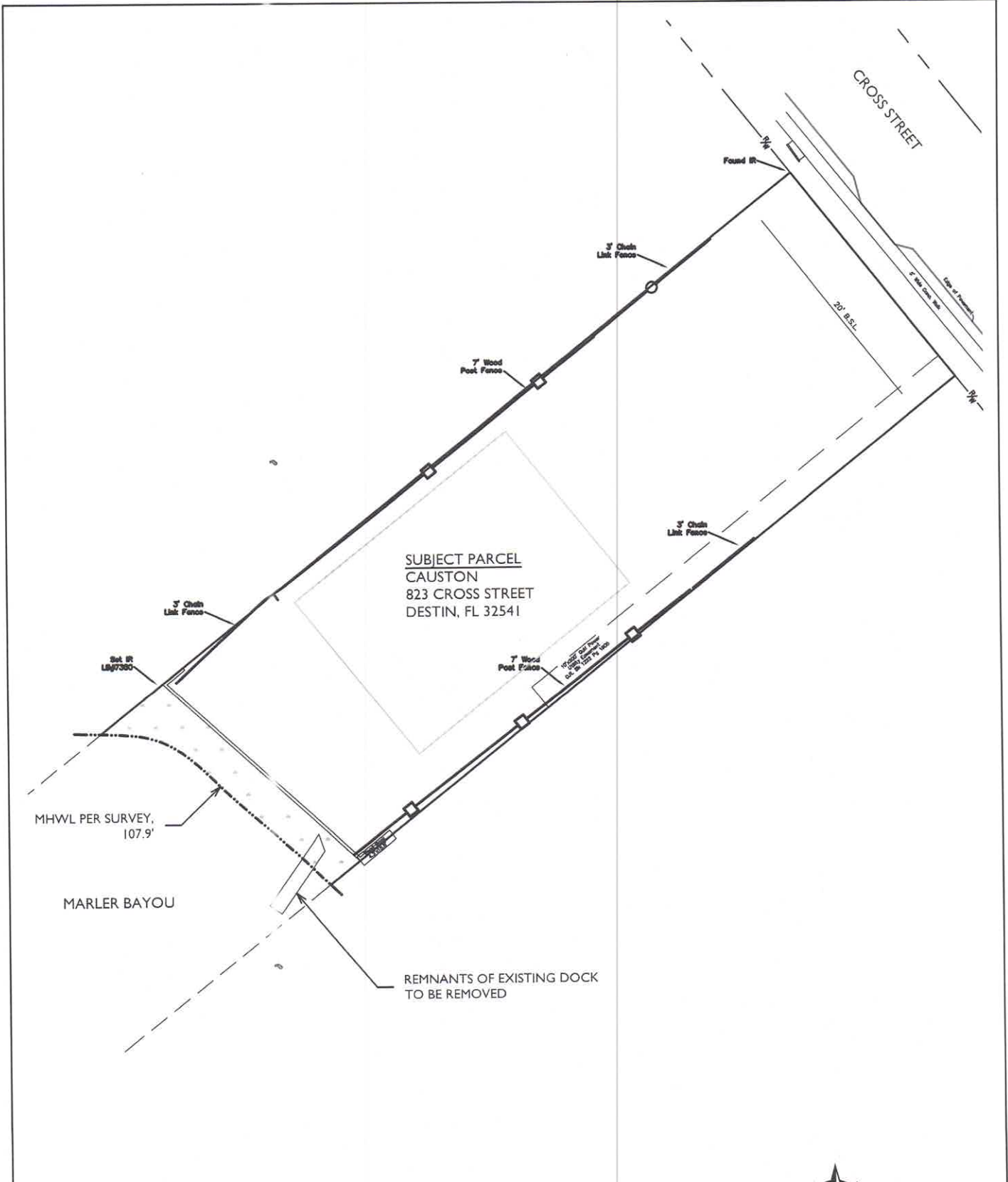
PARCEL ID#  
 00-2S-22-0310-000D-0960  
 823 CROSS STREET  
 DESTIN, FL 32541

RECORD OWNER  
 BENJAMIN & NICOLE CAUSTON  
 4100 INDIAN TRAIL  
 DESTIN, FL 32541

- INDEX OF SHEETS
- 1- SITE LOCATION & SHEET INDEX
  - 2-EXISTING SITE CONDITIONS
  - 3-PLAN VIEW DEPICTED ONTO AERIAL
  - 4-PLAN VIEW
  - 5-PROFILE (TYPICAL)
  - 6-SECTION VIEW (TYPICAL)

PROJECT NAME: 823 CROSS STREET, CAUSTON	
SITE LOCATION & SHEET INDEX	
PROJECT NO.: 20-015	
DRAWN BY: JAT	DATE: 5/18/20
SHEET: 1 OF 6	





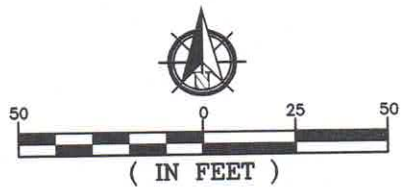
SUBJECT PARCEL  
CAUSTON  
823 CROSS STREET  
DESTIN, FL 32541

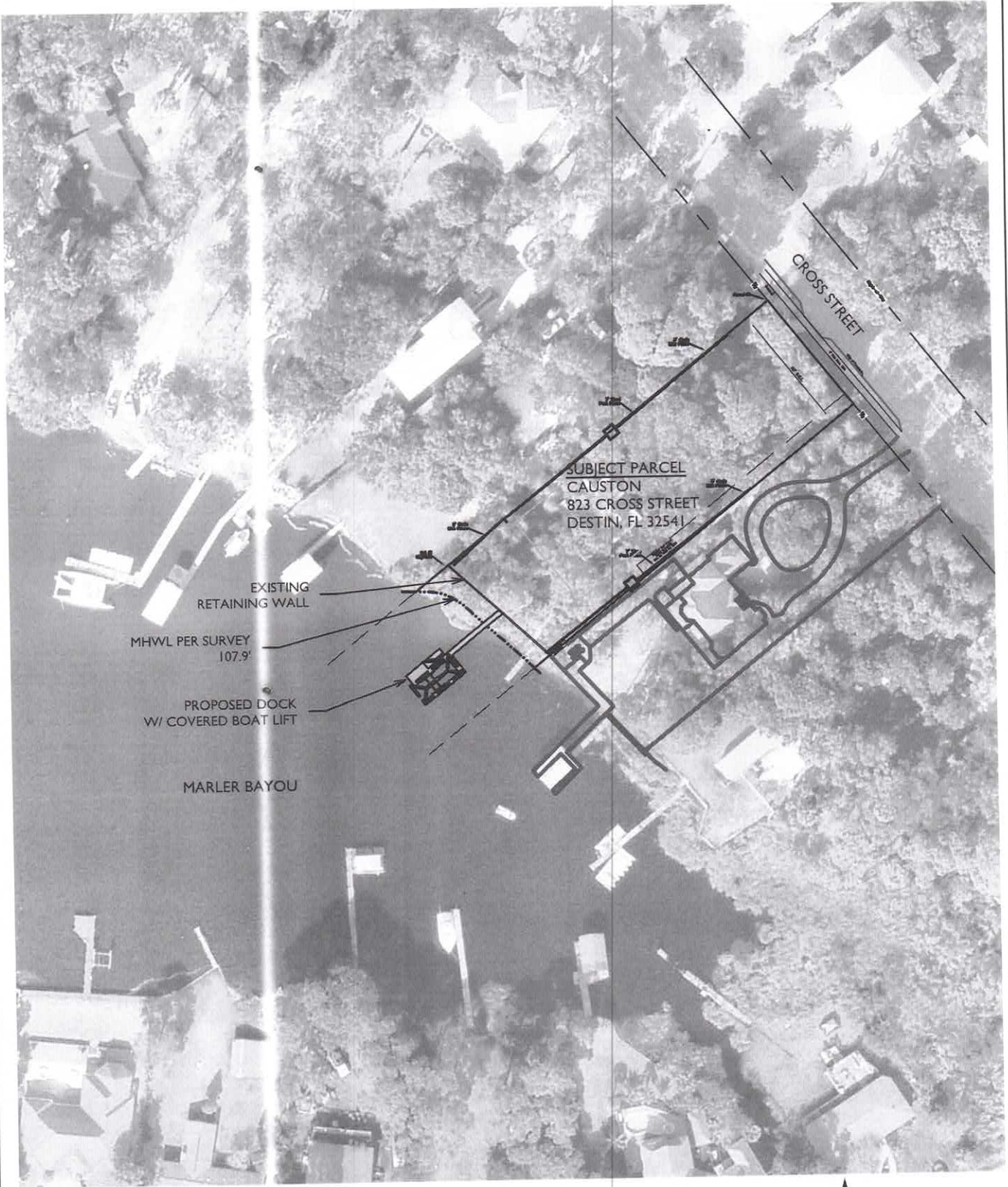
CROSS STREET

MARLER BAYOU

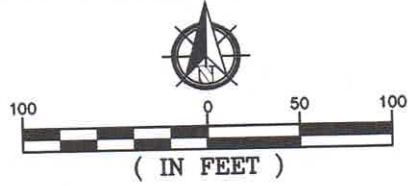
REMNANTS OF EXISTING DOCK  
TO BE REMOVED

PROJECT NAME: 823 CROSS STREET, CAUSTON	
EXISTING SITE CONDITIONS	
PROJECT NO.: 20-015	
DRAWN BY: JAT	DATE: 4/28/20
SHEET: 2 OF 6	

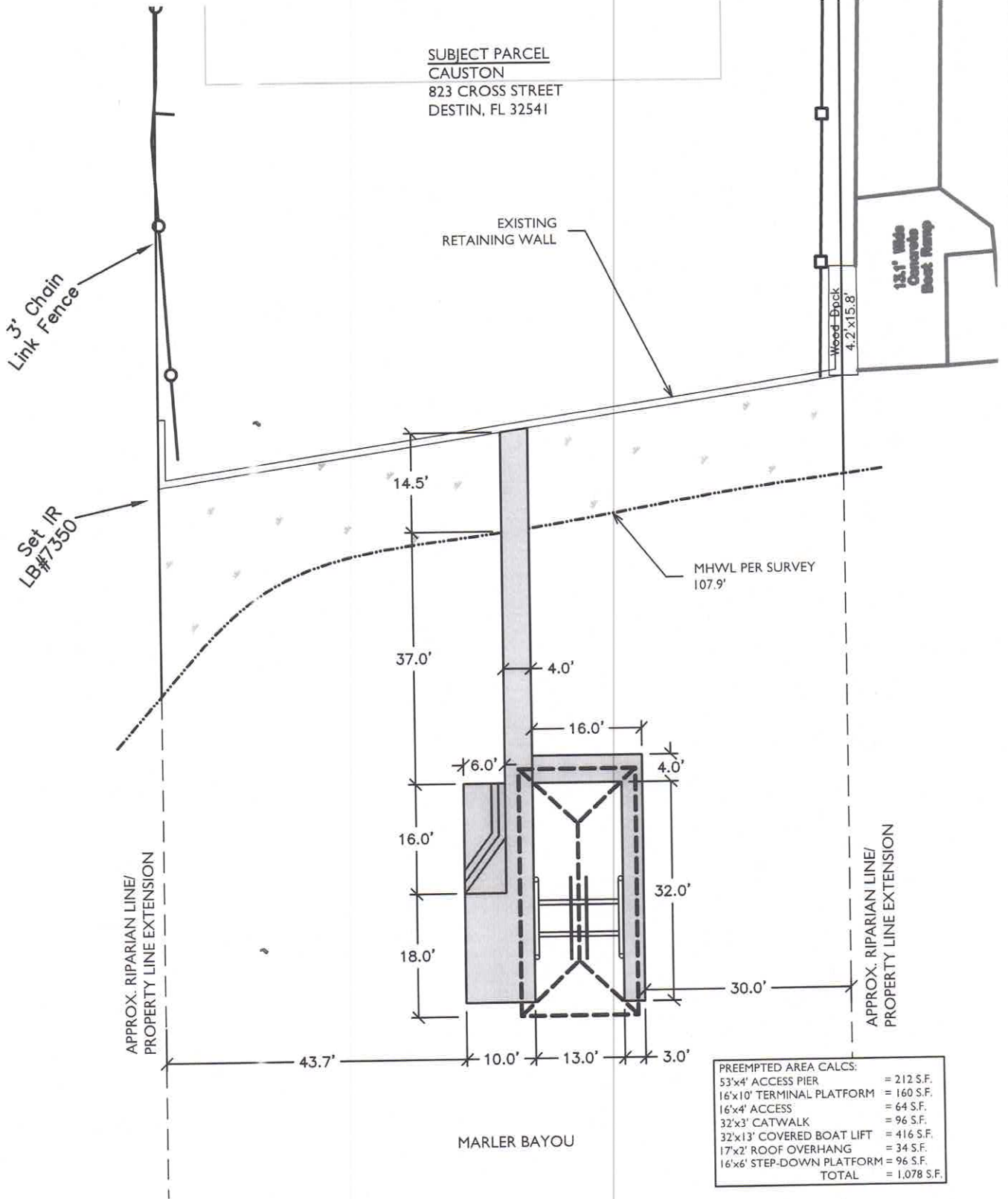




PROJECT NAME: 823 CROSS STREET, CAUSTON	
PLAN VIEW DEPICTED ONTO AERIAL	
PROJECT NO.: 20-015	
DRAWN BY: JAT	DATE: 5/18/20
SHEET: 3 OF 6	



SUBJECT PARCEL  
CAUSTON  
823 CROSS STREET  
DESTIN, FL 32541

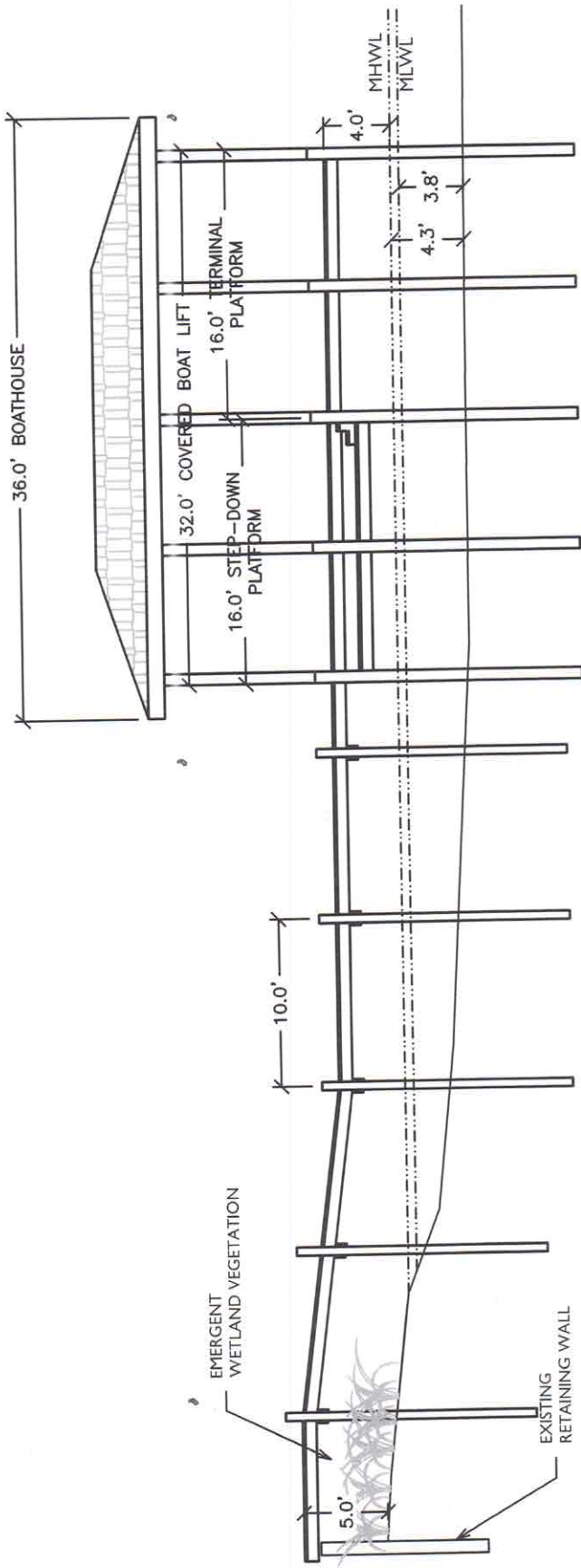


PREEMPTED AREA CALCS:

53'x4' ACCESS PIER	= 212 S.F.
16'x10' TERMINAL PLATFORM	= 160 S.F.
16'x4' ACCESS	= 64 S.F.
32'x3' CATWALK	= 96 S.F.
32'x13' COVERED BOAT LIFT	= 416 S.F.
17'x2' ROOF OVERHANG	= 34 S.F.
16'x6' STEP-DOWN PLATFORM	= 96 S.F.
<b>TOTAL</b>	<b>= 1,078 S.F.</b>

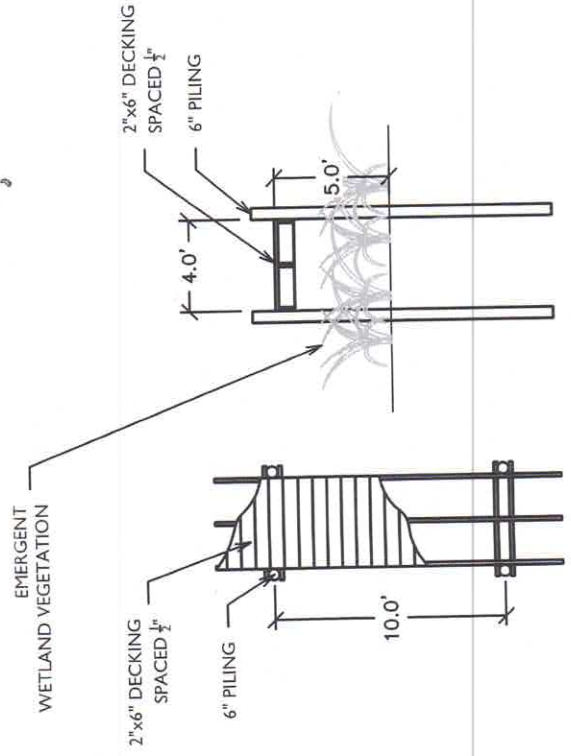
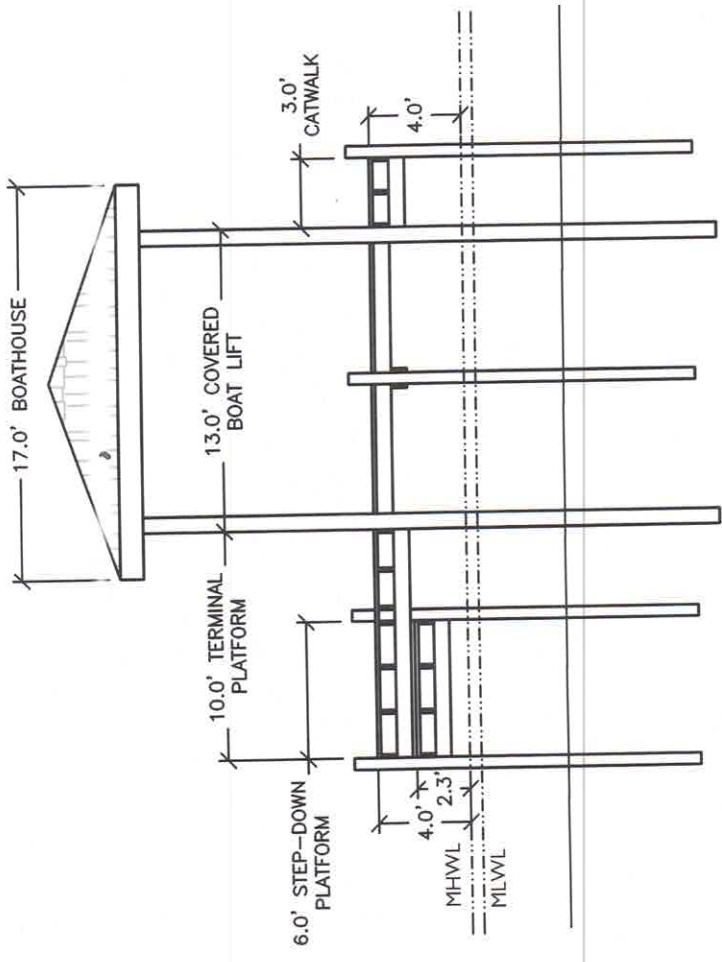
PROJECT NAME: 823 CROSS STREET, CAUSTON	
PLAN VIEW	
PROJECT NO.: 20-015	
DRAWN BY: JAT	DATE: 5/18/20
SHEET: 4 OF 6	





PROJECT NAME: 823 CROSS STREET, CAUSTON
PROFILE (TYPICAL)
PROJECT NO.: 20-015
DRAWN BY: JAT
DATE: 5/18/20
SHEET: 5 OF 6





PROJECT NAME: 823 CROSS STREET, CAUSTON
DETAILS (TYPICAL)
PROJECT NO.: 20-015
DRAWN BY: JAT
DATE: 5/18/20
SHEET: 6 OF 6





**City of Destin**  
**Community Development Department**  
**Planning & Zoning Division**

City of Destin Annex  
4100 Indian Bayou Trail  
Destin, Florida 32541  
Phone (850) 654-1119 • Fax (850) 460-2171  
**planning@cityofdestin.com**

All applications must be emailed or shared with [planning@cityofdestin.com](mailto:planning@cityofdestin.com).

**APPLICATION for HARBOR BOARD**

Harbor Board meets the 4<sup>th</sup> Monday of each month, all applications must be submitted at least one month prior.

Description of work: • Remove and build new dock w/lift

**1. APPLICANT INFORMATION:**

Name: Ben Causton  
Mailing Address: 327 Mountain Dr. Destin  
Phone: 850-714-4616 Fax: \_\_\_\_\_  
Email: LBCauston@gmail.com

**2. PROPERTY TO BE REVIEWED:**

Street Address: 823 Cross Street  
Parcel ID #: 00-25-22-0310-000D-0960

**3. FEE:** \$50.00 Residential      Cash, Check, MasterCard or Visa  
\$100.00 Commercial

Fees must be paid when submitting an application.

**4. ADDITIONAL DOCUMENTATION REQUIRED:**

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

State and Federal permits required prior to submission for Harbor Board approval. Association approval (if applicable) shall accompany a completed application for a building permit, provided no additional slips are created. (Article 11.05.01B., Land Development Code).

APPLICANT'S SIGNATURE: Ben Causton DATE: 10/25/2020



# Okaloosa County Property Appraiser

## Parcel Summary

**Parcel ID** 00-25-22-0310-000D-0950  
**Location Address** 821 CROSS ST  
 DESTIN 32541  
**Neighborhood** DESTIN (222100.00)  
**Brief Tax Description\*** CALHOUN S/D DESTIN LOT 95 BLK D  
\*The Description above is not to be used on legal documents.  
**Property Use Code** SINGLE FAM (000100)  
**Sec/Twp/Rng** 00-25-22  
**Tax District** Destin (District 10)  
**Millage Rate** 12.6845  
**Acreage** 0.000  
**Homestead** N  
**Acreage (GIS)** 0.68  
**Fire District** N/A

[View Map](#)

## Owner Information

**Primary Owner**  
 Musser David L & Dawn T  
 141 Lakeside Dr  
 Kennesaw, GA 30144

Cell #  
 678-372-4010

## Valuation

	2020 Certified Values	2019 Certified Values	2018 Certified Values	2017 Certified Values
Building Value	\$335,876	\$305,626	\$290,731	\$279,547
Extra Features Value	\$15,680	\$15,313	\$12,813	\$12,813
Land Value	\$376,200	\$317,808	\$311,577	\$291,194
Land Agricultural Value	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0	\$0
Just (Market) Value	\$727,756	\$638,747	\$615,121	\$583,554
Assessed Value	\$702,622	\$638,747	\$615,121	\$583,554
Exempt Value	\$0	\$0	\$0	\$0
Taxable Value	\$702,622	\$638,747	\$615,121	\$583,554
Maximum Save Our Homes Portability	\$25,134	\$0	\$0	\$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

## Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
000120	SFR BAYOU	100.00	FF	100	0

## Building Information

**Building 1**  
**Type** SINGLE FAM  
**Total Area** 4,253  
**Heated Area** 3,251  
**Exterior Walls** BRICK;  
**Roof Cover** DIMEN/TIMB;  
**Interior Walls** DRYWALL;  
**Frame Type** .  
**Floor Cover** CLAY/CERMC; CARPET  
**Heat** AIR DUCTED  
**Air Conditioning** CENTRAL  
**Bathrooms** 3  
**Bedrooms** 3  
**Stories** 2  
**Actual Year Built** 1997  
**Effective Year Built** 1997

## Extra Features

Code	Description	Number of Items	Length x Width x Height	Units	Unit Type	Effective Year Built
FIRPLC	FIREPLC	1	0x0x0	1	UT	1997
DRIVWY	DRIVEWAY	1	0x0x0	1	UT	1997
DOCK	DOCK	1	0x0x0	1	UT	2000



# Okaloosa County Property Appraiser

## Parcel Summary

Parcel ID 00-25-22-0310-000D-0970  
 Location Address 825 CROSS ST  
 DESTIN 32541  
 Neighborhood DESTIN (222100.00)  
 Brief Tax Description\* CALHOUN S/D DESTIN LOT 97 BLK D AS PER DB 39 PG 371  
 \*The Description above is not to be used on legal documents.  
 Property Use Code SINGLE FAM (000100)  
 Sec/Twp/Rng 00-25-22  
 Tax District Destin (District 10)  
 Millage Rate 12.6845  
 Acreage 0.000  
 Homestead Y  
 Acreage (GIS) 0.82  
 Fire District N/A

[View Map](#)

## Owner Information

Primary Owner  
 Jacobs Jonathan R & Mcpeak J  
 825 Cross St  
 Destin, FL 32541

*Cell #*  
*850-240-5253*

## Valuation

	2020 Certified Values	2019 Certified Values	2018 Certified Values	2017 Certified Values
Building Value	\$143,842	\$131,076	\$124,864	\$120,228
Extra Features Value	\$8,324	\$8,129	\$8,129	\$8,129
Land Value	\$396,000	\$353,121	\$346,197	\$323,549
Land Agricultural Value	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0	\$0
Just (Market) Value	\$548,166	\$492,326	\$479,190	\$451,906
Assessed Value	\$436,165	\$426,359	\$418,409	\$401,086
Exempt Value	\$55,000	\$55,000	\$55,000	\$55,000
Taxable Value	\$381,165	\$371,359	\$363,409	\$346,086
Maximum Save Our Homes Portability	\$112,001	\$65,967	\$60,781	\$50,820

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

## Land Information

Code	Land Use	Number of Units	Unit Type	Frontage	Depth
000120	SFR BAYOU	100.00	FF	100	0

## Building Information

Building 1  
 Type SINGLE FAM  
 Total Area 2,419  
 Heated Area 2,255  
 Exterior Walls BRICK;  
 Roof Cover METAL;  
 Interior Walls WOOD PANEL; DRYWALL  
 Frame Type  
 Floor Cover CLAY/CERMC; HARDWOOD  
 Heat AIR DUCTED  
 Air Conditioning CENTRAL  
 Bathrooms 2  
 Bedrooms 3  
 Stories 1  
 Actual Year Built 1961  
 Effective Year Built 1961

## Extra Features

Code	Description	Number of Items	Length x Width x Height	Units	Unit Type	Effective Year Built
DRIVWY	DRIVEWAY	1	0x0x0	1	UT	1995
FIRPLC	FIREPLC	1	0x0x0	1	UT	1961
DOCK	DOCK	1	0x0x0	1	UT	2015



REPLY TO  
ATTENTION OF

**DEPARTMENT OF THE ARMY**  
**JACKSONVILLE DISTRICT CORPS OF ENGINEERS**  
**PENSACOLA REGULATORY OFFICE**  
**41 NORTH JEFFERSON STREET, SUITE 301**  
**PENSACOLA, FLORIDA 32502**

September 1, 2020

Regulatory Division  
North Permits Branch  
Pensacola Permits Section  
SAJ-2020-02018 (GP-HMM)

Benjamin Causton  
4100 Indian Trail  
Destin, Florida 32541

Dear Mr. Causton:

Your application for a Department of the Army permit (for the Dennis Connors Dock) has been assigned number SAJ-2020-02018 (GP-HMM). A review of the information and drawings provided shows the proposed work is to construct a single-family dock consisting of a 67.5-foot by 4-foot access pier, a 16-foot by 10-foot terminal platform with a 16-foot by 6-foot stepdown, and a 16-foot by 4-foot walkway to a 32-foot by 3-foot catwalk forming a 32-foot by 13-foot slip with boat lift and 36-foot by 17-foot boathouse. The activities subject to this permit are authorized pursuant to authorities under Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. §403). The project is located at 823 Cross Street, in Marler Bayou, Latitude 30.406925° North, Longitude 86.500560° West, Section 0, Township 2 South, Range 22 West, in Destin, in Okaloosa County, Florida.

Your project, as depicted on the enclosed drawings, is authorized by Regional General Permit (GP) SAJ-20. This authorization is valid until **March 27, 2023**. Please access the Corps' Jacksonville District Regulatory Division Internet page to view the special and general conditions for SAJ-20, which apply specifically to this authorization. The Internet URL address is: <http://www.saj.usace.army.mil/Missions/Regulatory.aspx> Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Once there you will need to click on "Source Book"; and, then click on "General Permits." Then you will need to click on the specific SAJ permit noted above. You must comply with all of the special and general conditions of the permit; and, any project-specific conditions noted below, or you may be subject to enforcement action. The following project-specific conditions are included with this authorization:

The following special conditions are included with this verification:

1. **Reporting Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:
  - a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).
  - b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

The Permittee shall reference this permit number, SAJ-2020-02018 (GP - HMM), on all submittals
2. **Commencement Notification:** Within 10 days from the date of initiating the work authorized by this permit the Permittee shall submit a completed "Commencement Notification" Form (Attached).
3. **Self-Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.
4. **Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
5. **Turbidity Barriers:** Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend to within 1 foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained until the authorized work has been completed and all suspended and erodible materials have been stabilized. Turbidity barriers shall be removed upon stabilization of the work

area.

6. **Agency Changes/Approvals:** Should any other agency require and/or approve changes to the work authorized or obligated by this permit, the Permittee is advised a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the **Pensacola** Permits Section. The Corps reserves the right to fully evaluate, amend, and approve or deny the request for modification of this permit.
7. **Posting of Permit:** The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site
8. **Dock Construction Guidelines:** The Permittee shall comply with the attached "Dock Construction Guidelines in Florida for Docks or Other Minor Structures Constructed in or over Submerged Aquatic Vegetation, Marsh or Mangrove Habitat – U.S. Army Corps of Engineers/National Marine Fisheries Service – November 2017.
9. **Eastern Indigo Snake Protection Measures and Inspection:** Permittee shall comply with the attached U.S. Fish and Wildlife Service's "Standard Protection Measures for the Eastern Indigo Snake" dated August 12, 2013. All gopher tortoise burrows, active or inactive, shall be evacuated prior to site manipulation in the vicinity of the burrow. If excavating potentially occupied burrows, active or inactive, individuals must first obtain state authorization via a Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agent permit. The excavation method selected shall minimize the potential for injury of an indigo snake. The Permittee shall follow the excavation guidance provided in the most current FWC Gopher Tortoise Permitting Guidelines found at <http://myfwc.com/gophertortoise>. If an indigo snake is encountered, the snake must be allowed to vacate the area prior to additional site manipulation in the vicinity. Holes, cavities, and snake refugia other than gopher tortoise burrows shall be inspected each morning before planned site manipulation of a particular area, and if occupied by an indigo snake, no work shall commence until the snake has vacated the vicinity of the proposed work.
10. **Manatee Conditions:** The Permittee shall comply with the attached "Standard Manatee Conditions for In-Water Work – 2011".

11. **Jacksonville District Programmatic Biological Opinion (JAXBO), November 2017, Project Design Criteria (PDCs):** Structures authorized under this permit must comply with all applicable PDCs, based on the permitted activity, as required by JAXBO. Please note that failure to comply with the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take, and noncompliance with this permit. The NMFS is the appropriate authority to enforce the terms and conditions of JAXBO. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division internet webpage in the Endangered Species section of the Sourcebook located at: <http://www.saj.usace.army.mil/Missions/Regulatory/SourceBook.aspx>.

**Note** - JAXBO may be subject to revision at any time. The most recent version of these conditions must be utilized during the design and construction of the permitted work. In accordance with the Endangered Species Act, and for those projects which do not comply with JAXBO, the Corps will seek individual consultation with the NMFS.

**Note** - some authorized activities may deviate from the PDCs. In cases, where the activity (i.e., structure dimensions, length, etc.) deviates from the PDCs, the permit drawings shall supersede the PDCs.

For each of the following authorized activities subject of this permit, the permittee shall adhere to the following PDCs, which are attached to, and made part of, this authorization/verification letter:

Activity 2 - Pile-supported Structures: (AP.1-11; A2.1-9; S.2)

12. **Cultural Resources/Historic Properties:**

- a. No structure or work shall adversely affect impact or disturb properties listed in the *National Register of Historic Places* (NRHP) or those eligible for inclusion in the NRHP.
- b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

- c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition ; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.
  
- d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

Please note U.S. Coast Guard regulations may require you as permittee to provide information for a Notice to the maritime community regarding your project. You should contact the Coast Guard Sector Mobile Waterways Management Branch (spw), 1500 15th Street, Mobile, AL 36615 or by phone at 251-441-5684 to determine if a Notice is necessary. Also any safety lights, signs and signals prescribed by the U.S. Coast Guard through their regulations or otherwise, must be installed and maintained at your expense as permittee on authorized facilities in navigable waters of the United States. To receive a U.S. Coast Guard Private Aids to Navigation marking determination, you are advised to contact the Eighth Coast Guard District (dpw), 500 Poydras St. Suite 1230, New Orleans, LA 70130, 504-671-2328 or via email to: D8oanPATON@uscg.mil prior to installation/construction of any fixed structures. For general information related to Private Aids to Navigation please visit the Eighth CG District web site at: <http://www.atlanticaea.uscg.mil/district-8/district-divisions/waterways/PATON>.

If you are unable to access the internet or require a hardcopy of any of the conditions, limitations, or expiration date for the above referenced RGP, please contact

Holly Millsap by the letterhead address, by email at [Holly.M.Millsap@usace.army.mil](mailto:Holly.M.Millsap@usace.army.mil) or by telephone at 850-470-9823.

Thank you for your cooperation with our permit program. The Corps Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at [http://corpsmapu.usace.army.mil/cm\\_apex/f?p=regulatory\\_survey](http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey). Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Sincerely,



Holly Millsap  
Project Manager

Enclosures:

- Permit Drawings
- General Conditions
- Commencement Notification
- Self-Certification Statement of Compliance
- Dock Construction Guidelines
- Indigo Snake Conditions
- Manatee Conditions
- PDCs for In-Water Activities (AP.1-14; A2.1-9; S.2)
- Department of the Army Permit Transfer Request

Copy/ies Furnished:

- CESAJ-RD-SE
- Wetland Sciences, Inc., Agent



# FLORIDA DEPARTMENT OF Environmental Protection

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

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Noah Valenstein**  
Secretary

## Permittee/Authorized Entity:

Benjamin Causton  
4100 Indian Trail  
Destin, Florida 32541, Okaloosa County  
[LBCAUSTON@gmail.com](mailto:LBCAUSTON@gmail.com)

## Cross Street Dock

## Authorized Agent:

Jason Taylor  
1225 Oakview Rd  
Decatur, Georgia 30030  
[Oakhurstenvironmental@gmail.com](mailto:Oakhurstenvironmental@gmail.com)

## Environmental Resource Permit State-owned Submerged Lands Authorization – Granted

## U.S. Army Corps of Engineers Authorization – Separate Corps Authorization Required

Okaloosa County  
Permit No.: 0386382-002-EI/46

Permit Issuance Date: July 14, 2020  
Permit Construction Phase Expiration Date: July 14, 2025

# Consolidated Environmental Resource Permit and Sovereignty Submerged Lands Authorization

Permittee/Grantee: Benjamin Causton

Permit No: 0386382-002-EI/46

## PROJECT LOCATION

The activities authorized by this permit and sovereignty submerged lands authorization are located at 823 Cross Street, Destin FL, Parcel ID 00-2S-22-0310-000D-0960, in Section 24, Township 02 South, Range 23 West in Okaloosa County, at 30°24'25.2528" North Latitude, 86°30'1.0054" West Longitude.

## PROJECT DESCRIPTION

The permittee is authorized to construct a single-family dock, within Marler Bayou, a Class II Florida Waterbody, Prohibited Shellfish Harvesting Area. Those activities include the construction and use of 272 square foot access pier, a 160 square foot terminal platform, a 96 square foot steep-down platform, and a 416 square foot covered boatlift, and a 160 square foot catwalk, serving 1 vessel, and comprising 1104 square feet of structure and 1046 square feet of preemption of state-owned sovereignty submerged lands. Authorized activities are depicted on the attached exhibits.

## AUTHORIZATIONS

### Cross Street Dock

#### Environmental Resource Permit

The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

#### Sovereignty Submerged Lands Authorization

The activity is located on sovereignty submerged lands owned by the State of Florida. It therefore also requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S. As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) under Sections 253.002, F.S., the Department has determined that the activity qualifies for and requires a Letter of Consent, as long as the work performed is located within the boundaries as described and is consistent with the terms and conditions herein.

During the term of this Letter of Consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), F.A.C. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

### Federal Authorization

Your proposed activity as outlined on your application and attached drawings **does not qualify** for federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the U.S. Army Corps of Engineers (Corps). You must apply separately to the Corps using the federal application form (ENG 4345). More information about Corps permitting may be found online in the Jacksonville District Regulatory Division Sourcebook. **Failure to obtain Corps authorization prior to construction could subject you to federal enforcement action by that agency.**

Authority for review – an agreement with the Corps entitled “Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection, or Duly Authorized Designee, State Programmatic General Permit,” Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

### Coastal Zone Management

Issuance of this authorization also constitutes a finding of consistency with Florida’s Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

### Water Quality Certification

This permit also constitutes a water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. 1341.

### Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

## **PERMIT / SOVEREIGNTY SUBMERGED LANDS CONDITIONS**

The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The Special Consent Conditions**
- **The General Conditions for Sovereignty Submerged Lands Authorization**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the

Department to revoke the permit and authorization and to take appropriate enforcement action. Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit and sovereignty submerged lands authorization, as described.

### **SPECIFIC CONDITIONS – ADMINISTRATIVE/EMERGENCIES**

1. The construction phase expires at 11:59 p.m. on the date indicated on the cover page of this permit.
2. For emergencies involving a serious threat to the public health, safety, welfare, or environment, the emergency telephone contact number is (800) 320-0519 (State Warning Point). The Department telephone number for reporting nonthreatening problems or system malfunctions is (850) 595-0663, day or night.
3. The mailing address for submittal of forms for the “Construction Commencement Notice”, “As-Built Certification ...”, “Request for Conversion of Stormwater Management Permit Construction Phase to Operation and Maintenance Phase”, or other correspondence is FDEP, SLERP, 160 W Government St, Suite 308, Pensacola, Florida 32502.

### **SPECIFIC CONDITIONS – PRIOR TO ANY CONSTRUCTION**

4. Prior to the initiation of any work authorized by this permit, floating turbidity screens with weighted skirts that extend to within 1 ft. of the bottom shall be placed around the active construction areas of the site. The screens shall be maintained and shall remain in place for the duration of the project construction to ensure that turbidity levels outside the construction area do not exceed 29 NTU’s above background levels. The permittee shall be responsible for ensuring that turbidity control devices are inspected daily and maintained in good working order so that there are no violations of state water quality standards outside of the turbidity screens.
5. The following measures shall be taken by the permittee whenever turbidity levels within waters of the State surrounding the project site exceed 29 NTU’s above background:
  - a. Immediately cease all work contributing to the water quality violation.
  - b. Modify the work procedures that were responsible for the violation, and install more turbidity containment devices and repair any non-functioning turbidity containment devices.
  - c. Notify the Department of Environmental Protection, Submerged Lands & Environmental Resources Program, Compliance and Enforcement Section, Northwest District Office, 160 W Government Street, Pensacola, Florida 32502-5794, in writing or by telephone at (850)595-8300 within 24 hours of the time the violation is first detected.

### **SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES**

6. Best management practices for erosion control shall be implemented and maintained at all times during construction to prevent siltation and turbid discharges in excess of State water quality standards pursuant to Rule 62-302, F.A.C. Methods shall include, but are not limited to the use of staked hay bales, staked filter cloth, sodding, seeding, and mulching; staged construction; and the installation of turbidity screens around the immediate project site.
7. Any damage to wetlands and/or seagrasses outside of the authorized impact area as a result of construction shall be immediately reported to the Department at (850) 595-8300, and repaired by reestablishing the pre-construction elevations and replanting vegetation of the same species,

size, and density as that in the adjacent areas. The restoration shall be completed within 30 days of completion of construction, and the Department shall be notified of its completion within that same 30-day period.

8. There shall be no stock piling of tools, materials, (i.e., lumber, pilings, riprap, and debris) within wetlands, along the shoreline within the littoral zone, or elsewhere within waters/waters of the state.

9. All cleared vegetation, excess lumber, scrap wood, trash, garbage and any other type of debris shall be removed from wetlands/waters of the state within 14 days of completion of the work authorized in this permit.

10. Construction equipment shall not be repaired or refueled in wetlands or elsewhere within waters of the state.

11. All watercraft associated with the construction of the permitted structure shall only operate within waters of sufficient depth so as to preclude bottom scouring and prop dredging.

12. This permit does not authorize the construction of any additional structures not illustrated on the permit drawings. Examples of additional structures include but are not limited to walkways, awnings, enclosed sides and covers over slip areas, finger piers, step-down stairs, storage closets and decking.

13. Pilings within areas of wetlands or seagrasses shall be spaced at least ten feet apart and shall be installed by vibrating, pounding or hand-auguring them in place. Jetting of pilings within seagrass areas shall be prohibited.

14. To protect benthic and wetland resources when present, the elevation of the decking shall be a minimum of five feet above mean high water. There shall be a minimum of 1/2-inch spacing between deck planks.

#### **SPECIFIC CONDITIONS – OTHER LISTED SPECIES**

15. This permit does not authorize the permittee to cause any adverse impact to or “take” of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of “take” and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a “take” permit cannot be issued. Requests for further information or review can be sent to [FWCConservationPlanningServices@MyFWC.com](mailto:FWCConservationPlanningServices@MyFWC.com).

#### **SPECIFIC CONDITIONS – OPERATION AND MAINTENANCE ACTIVITIES**

16. There shall be a minimum 12-inch clearance between the deepest draft of the vessel (with the motor in the down position) and the bottom of the waterbody at mean low water so as to preclude bottom scouring or prop dredging.

17. To protect benthic and wetland resources when present, the elevation of the decking shall be maintained at a minimum of five feet above mean high for the life of the facility. There shall be a minimum of 1/2-inch spacing between deck planks maintained for the life of the facility.

18. All future authorized replacement pilings for support of the docking structures shall be spaced at least ten feet apart and shall be installed by vibrating, pounding or hand-auguring them in place. Jetting of pilings within seagrass areas shall be prohibited.

19. Overboard discharges of trash, human or animal waste, or fuel shall not occur at the dock.

20. The waterward corners of the dock shall be marked by a sufficient number of reflectors so as to be visible from the water at night by reflected light. The reflectors shall not be green or red in color.

### **GENERAL CONDITIONS FOR INDIVIDUAL PERMITS**

The following general conditions are binding on all individual permits issued under chapter 62-330, F.A.C., except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual* (Florida Department of Environmental Protection and Florida Department of Transportation June 2007), and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual* (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], which is incorporated by reference in paragraph 62-330.350(1)(d), F.A.C., indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
  - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – “Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit” [Form 62-330.310(3)]; or
  - b. For all other activities – “As-Built Certification and Request for Conversion to Operational Phase” [Form 62-330.310(1)].
  - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
  - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
  - b. Within 30 days of submittal of the as-built certification, the permittee shall submit “Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity” [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
  - a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
  - b. Convey to the permittee or create in the permittee any interest in real property;
  - c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
  - d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:

- a. Immediately if any previously submitted information is discovered to be inaccurate; and
- b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

## **SPECIAL CONSENT CONDITIONS**

1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.
2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.
3. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.
4. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.
5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

## **GENERAL CONDITIONS FOR SOVEREIGNTY SUBMERGED LANDS AUTHORIZATION**

Any use of sovereignty submerged lands is subject to the following general conditions, which are binding upon the applicant and are enforceable under Chapter 253, F.S.

1. Sovereignty submerged lands may be used only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use will constitute a violation. Violation of the authorization will result in suspension or revocation of the applicant's use of the sovereignty submerged lands unless cured to the satisfaction of the Board of Trustees.
2. Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty submerged lands or water column, nor does it constitute recognition or acknowledgment of any other person's title to such land or water.

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

of Trustees in writing of any change of address at least ten days before the change becomes effective.

14. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

### **NOTICE OF RIGHTS**

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

#### Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at [Agency\\_Clerk@FloridaDEP.gov](mailto:Agency_Clerk@FloridaDEP.gov). Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

#### Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of

this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant to Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

#### Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency\_Clerk@FloridaDEP.gov, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

#### Mediation

Mediation is not available in this proceeding.

#### FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

#### Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S. by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Thank you for applying to the Submerged Lands and Environmental Resource Permit Program. If you have any questions regarding this matter, please contact Lyndsey Benton at the letterhead address, at (850)595-0603, or at [Lyndsey.Benton@FloridaDEP.gov](mailto:Lyndsey.Benton@FloridaDEP.gov)

**EXECUTION AND CLERKING**

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



\_\_\_\_\_  
Kimberly R. Allen  
Permitting Program Administrator

KRA:lb

**Attachments:**

Project Drawings and Design Specs., 6 pages

Copies of 62-330 forms may be obtained at: <https://floridadep.gov/water/submerged-lands-environmental-resources-coordination/content/forms-environmental-resource>

**CERTIFICATE OF SERVICE**

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Kimberly R. Allen, DEP, [Kim.Allen@FloridaDEP.gov](mailto:Kim.Allen@FloridaDEP.gov)  
Wade Dandridge, [Wade.Dandridge@FLoridaDEP.gov](mailto:Wade.Dandridge@FLoridaDEP.gov)  
Lyndsey Benton, [Lyndsey.Benton@FloridaDEP.gov](mailto:Lyndsey.Benton@FloridaDEP.gov)  
Jason Taylor, [Oakhurstenvironmental@gmail.com](mailto:Oakhurstenvironmental@gmail.com)  
Okaloosa County, [mmartinez@co.okaloosa.fl.us](mailto:mmartinez@co.okaloosa.fl.us) [jautrey@co.okaloosa.fl.us](mailto:jautrey@co.okaloosa.fl.us)  
[sbitterman@co.okaloosa.fl.us](mailto:sbitterman@co.okaloosa.fl.us) [propertyappraiser@okaloosapa.com](mailto:propertyappraiser@okaloosapa.com)  
City of Destin, [planning@cityofdestin.com](mailto:planning@cityofdestin.com)

**FILING AND ACKNOWLEDGMENT**

FILED, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.



\_\_\_\_\_  
Clerk

July 14, 2020  
Date

## CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 19, 2021

**TYPE OF AGENDA ITEM:** Consent Agenda

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**TO:** City Council

**THRU:** Lance Johnson, City Manager

**FROM:** Louis Zunguze, Community Development Director  
 Kyle Bauman, City Attorney  
 Lauren Witt, Principal Planner

**DATE:** January 13, 2021

**SUBJECT:** Single-Family Residential Marine Construction Proposed - 944 Bambi Street

---

**I. BACKGROUND:** The applicant requests Harbor and Waterways Board and City Council approval for a marine construction project located at 944 Bambi Drive, located within Choctawhatchee Bay, Class II Florida Waters.

The contractor has submitted a permit for ±96 LF of dock, one (1) catwalk, a 12 X 14 platform and 8 X 8 access corner. The total project footprint is ±528 square feet.

**II. DISCUSSION:** The proposed marine construction project meets the requirements, of Article 11.05.00, City of Destin Land Development Code, in addition, to including the required 25-foot riparian setback. The proposed marine construction project is consistent with Coastal Management Element Goal 6-1, Coastal Management Element Objective 6-1.1, and Coastal Management Element Policy 6-2.1.3: Project Coastal and Estuarine Environmental Quality and the Shoreline.

**A. Link to Strategic Goals / Objectives:** 1) Enhance Quality of Life. 2) Improve Public Use of Beach, Waterways and Harbor. 3) Enhance and Preserve Heritage and Environment.

**B. Effect on Budget (EOB):** There is not any anticipated effect on the budget.

**C. Level of Service (LOS):** There is not any anticipated effect on Level of Service.

**III. CONCLUSION:** The contractor provided a Florida Department of Environmental Protection Permit (FDEP), File No: 0215876002EE/46 and Army

Corp of Engineers (ACE) (RGP-DLI) SAJ-2020-03505. City staff reviewed the application and determined that the plans comply with the City Codes and regulations. Specifically, the proposed dock complies with **Article 11.05.01.M, City of Destin Land Development Code, and the Coastal Management Element of the City’s Comprehensive Plan (Coastal Management Element Policy 6-1.1.3).**

**HARBOR AND WATERWAYS BOARD RECOMMENDATION:** At a public hearing held on January 11th, 2021, the Harbor and Waterways Board recommended approval of a single-family marine construction project proposed at 944 Bambi Drive, for ±96 LF of dock, one (1) catwalk, a 14 X 12 platform and 8 X 8 access corner, subject to the applicant meeting all applicable Federal, State, and, City permit requirements.

**IV. RECOMMENDED MOTION:** We move that City Council approve a single-family marine construction project located at 944 Bambi Drive subject to the applicant meeting all applicable Federal, State, and, City permit requirements.

Attachments:

1. 944 Bambi Dr Permit Application
2. 944 Bambi Dr Harbor Board App
3. 944 Bambi Dr DEP  
WmFDavisConstruction
4. 20201015 - SAJ-2020-03505 - Permit



# Community Development Department Building Division

4200 Indian Bayou Trail, Destin, Fl. 32541  
Phone: (850) 654-1119 Fax: (850) 460-2171

## Marine Construction Permit Application

DATE: 11-17-2020

JOB SITE ADDRESS: 944 Bambi Dr

NAME OF PROJECT: Blasbichler Project

PARCEL ID: 00-25-22-0000-0005-0000 LOT: 14

BLOCK: N/A SUBDIVISION: Indian tr. Choctaw By

OWNER OF PROPERTY: HD + Christine Blasbichler

CONTRACTOR COMPANY NAME: W F Davis Construction

ADDRESS: PO Box 222

QUALIFIER NAME: Frank Davis

CITY, STATE, ZIP: Destin, FL 32540

STATE LICENSE #: \_\_\_\_\_ COMP#: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

ADDRESS: 1765 W Hewett Rd

MOBILE/CELL: 850-585-7769

CITY, STATE, ZIP: SRB, FL 32459

FEE SIMPLE TITLEHOLDER (If other than owner): \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: Frank Davis or Kelce Shackelton

CITY, STATE, ZIP: \_\_\_\_\_

MOBILE/CELL: 850-259-2255 850-496-2485

EMAIL: wf.davis.construction@gmail.com

**All new marine construction requires review by the Harbor & Waterways Board, per Article 11.05.01.A., Land Development Code. This process requires a separate Harbor & Waterways Board Application. After the Board meets to take action on proposed dock application, its recommendation is forwarded to the City Council for approval or denial. A Marine Construction Permit is also necessary and may be reviewed simultaneously. All applications require a scaled site plan or survey depicting improvements.**

HARBOR & WATERWAYS BOARD HEARING DATE: \_\_\_\_\_ CITY COUNCIL APPROVAL DATE: \_\_\_\_\_ (Provide the information checklist with Mayor or City Council designee signature or City Council meeting minutes.)

DESCRIPTION OF WORK TO BE DONE: take out existing dock + put in new dock

CATEGORY TYPE:  Residential  Commercial CURRENT CODE: \_\_\_\_\_

PERMIT TYPE:  Bulkhead(seawall)  Dock/Pier  Piles  Boatlift  Boathouse  Boat Ramp  Other: \_\_\_\_\_

CONSTRUCTION TYPE:  New  Repair  Replace  Remove  Relocate  Addition DEP Permit required:  Yes  N

**Marine Contractors must maintain applicable workers' compensation and general liability insurance as required by state and federal law, including but not limited to the provisions of the LONGSHOREMEN'S and Harbor Worker's Compensation Act.**

TOTAL VALUE (MATERIAL & LABOR): \$14,000.00 (excluding lot)

**FINAL INSPECTION IS REQUIRED ON ALL PERMITS-Failure to obtain a final inspection may result in legal action.**

Applicants Signature: *Frank Davis* Date: 11-17-20

Reviewed by: *Larry Ballard* (Building Division) Date: 11/19/20

Applicants Printed Name: Frank Davis Date: 11-17-20

Reviewed By: \_\_\_\_\_ (Planning Division) Date: \_\_\_\_\_

Reviewed By: \_\_\_\_\_ (Code Compliance Dept.) Date: \_\_\_\_\_



**City of Destin**  
**Community Development Department**  
**Planning & Zoning Division**  
City of Destin Annex  
4100 Indian Bayou Trail  
Destin, Florida 32541  
Phone (850) 654-1119 • Fax (850) 460-2171  
**planning@cityofdestin.com**

All applications must be emailed or shared with [planning@cityofdestin.com](mailto:planning@cityofdestin.com).

**APPLICATION for HARBOR BOARD**

**Harbor Board meets the 4<sup>th</sup> Monday of each month, all applications must be submitted at least one month prior.**

Description of work: Take out existing dock and install new dock

**1. APPLICANT INFORMATION:**

Name: W F Davis Construction

Mailing Address: 1765 W Hewett Rd, Santa Rosa Bch, FL 32459

Phone: 850-259-2255

Fax: \_\_\_\_\_

Email: wfdavis.construction@gmail.com or kelce.wfdconstruction@yahoo.com

**2. PROPERTY TO BE REVIEWED:**

Street Address: 944 Bambi Dr.

Parcel ID #: 00-25-22-0000-0005-0060

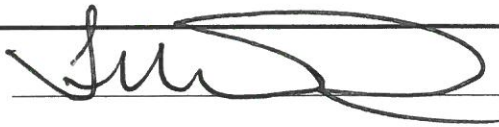
**3. FEE:     \$50.00 Residential                      Cash, Check, MasterCard or Visa  
                  \$100.00 Commercial**

**Fees must be paid when submitting an application.**

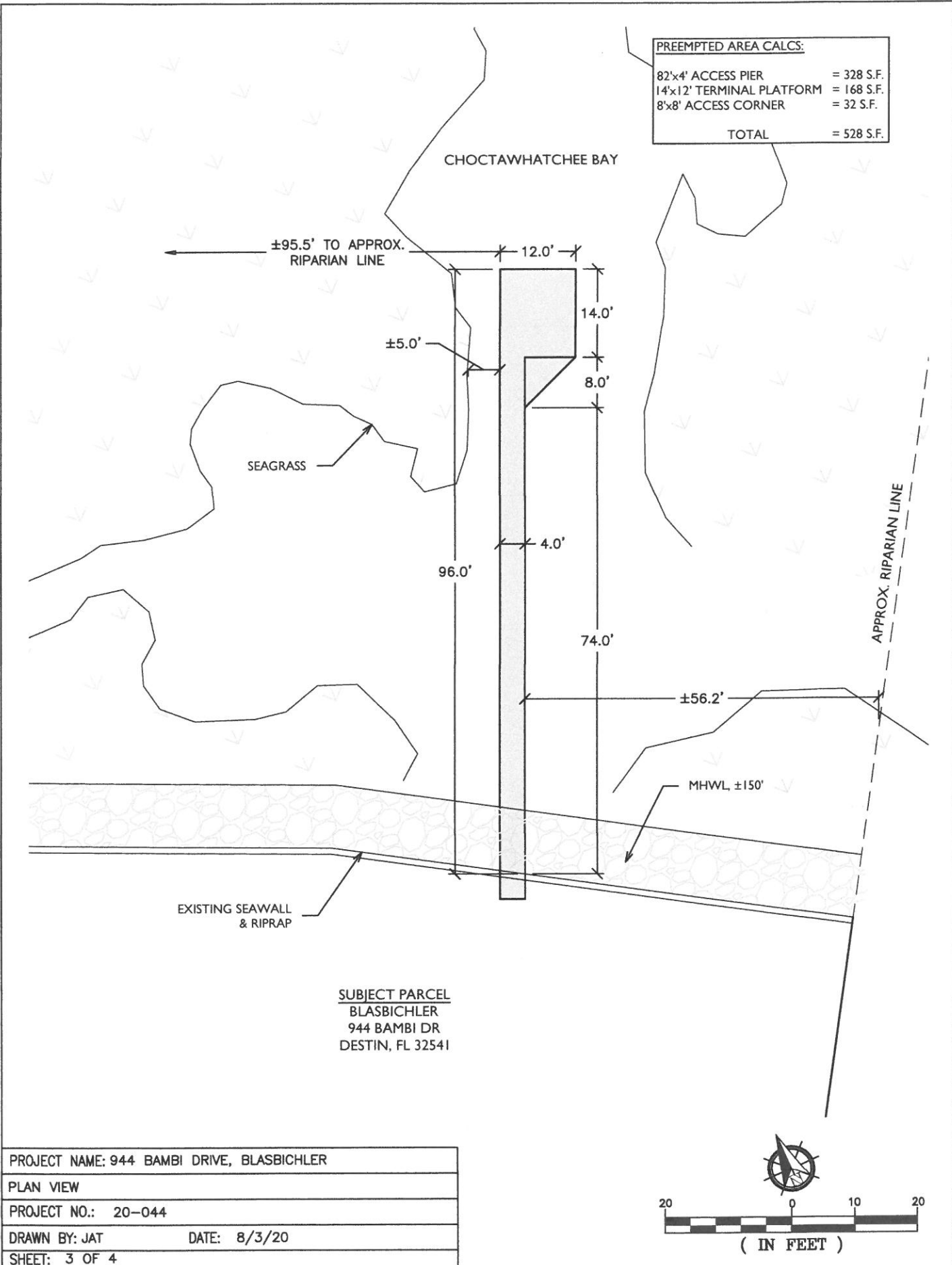
**4. ADDITIONAL DOCUMENTATION REQUIRED:**

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

**State and Federal permits required prior to submission for Harbor Board approval. Association approval (if applicable) shall accompany a completed application for a building permit, provided no additional slips are created. (Article 11.05.01B., Land Development Code).**

APPLICANT'S SIGNATURE: 

DATE: 12-21-20



PREEMPTED AREA CALCS:	
82'x4' ACCESS PIER	= 328 S.F.
14'x12' TERMINAL PLATFORM	= 168 S.F.
8'x8' ACCESS CORNER	= 32 S.F.
<b>TOTAL</b>	<b>= 528 S.F.</b>

SUBJECT PARCEL  
 BLASBICHLER  
 944 BAMBI DR  
 DESTIN, FL 32541

PROJECT NAME: 944 BAMBI DRIVE, BLASBICHLER	
PLAN VIEW	
PROJECT NO.: 20-044	
DRAWN BY: JAT	DATE: 8/3/20
SHEET: 3 OF 4	





PROJECT NAME: 944 BAMBI DRIVE, BLASBICHLER	
PLAN VIEW DEPICTED ONTO AERIAL	
PROJECT NO.: 20-044	
DRAWN BY: JAT	DATE: 8/3/20
SHEET: 2 OF 4	





# Community Development

Phone: 850-654-1119  
Fax: 850-460-2171

# Permit Review Memorandum

**DATE:** December 18, 2020  
**APPLICANT:** Frank Davis  
**EMAIL:** [wfdavis.construction@gmail.com](mailto:wfdavis.construction@gmail.com)  
**PROJECT:** New Dock  
**ADDRESS:** 944 Bambi Drive  
**STATUS:** PENDING ADDITIONAL DOCUMENTATION

Detailed comments regarding the items above may be found below. Please contact Staff with any questions or concerns regarding comments related to the permit application.

**ALL comments must be addressed and re-reviewed prior to permit issuance. Send additional documentation to [permits@cityofdestin.com](mailto:permits@cityofdestin.com).**

## BUILDING DIVISION – APPROVED WITHOUT COMMENTS

Plans Reviewer	Title	Phone Number	Email Address
Mrs. Noell Bell	Chief Building Official	850-654-1119	<a href="mailto:nbell@cityofdestin.com">nbell@cityofdestin.com</a>

## PLANNING DIVISION –

- Please submit Harbor Board Application to [planning@cityofdestin.com](mailto:planning@cityofdestin.com)

Plans Reviewer	Title	Phone Number	Email Address
Traci Goodhart	Planner	850-654-1119	<a href="mailto:tgoodhart@cityofdestin.com">tgoodhart@cityofdestin.com</a>

## CODE COMPLIANCE DEPARTMENT –

- Approved without comments

Plans Reviewer	Title	Phone Number	Email Address
Dave Bazylak	Harbor & Waterways Compliance Officer	850-654-1119	<a href="mailto:dbazylak@cityofdestin.com">dbazylak@cityofdestin.com</a>

**ESTIMATED IMPACT FEES**

Parks	Libraries	Police	Transportation	Total

**If applicable, an erosion control inspection prior to construction and after erosion control measures have been put in place. Please call Engineering Division to schedule when ready (850) 654-1119 – Engineering).**

↳  Please initial acknowledging that you understand

OWNER/APPLICANT INITIALS

**If applicable, a foundation survey shall be submitted to the city building department prior to the dry-in inspection. Any work undertaken prior to submission of the foundation survey shall be done at the builder's risk.**

↳  Please initial acknowledging that you understand comment no. 24.

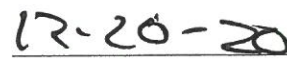
OWNER/APPLICANT INITIALS

**FINAL INSPECTION REQUIRED: Please call the Inspection line at (850) 654-1119, option 1 to schedule your inspection.**

\_\_\_\_\_  
OWNER SIGNATURE

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
APPLICANT SIGNATURE

  
\_\_\_\_\_  
DATE



# FLORIDA DEPARTMENT OF Environmental Protection

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

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Noah Valenstein**  
Secretary

September 15, 2020

Dieter Blasbichler  
944 Bambi Drive  
Destin, Florida 32541  
[blas222@aol.com](mailto:blas222@aol.com)

File No.: 0215876-002-EE/46, Okaloosa County

Dear Mr. Blasbichler:

On August 20, 2020, we received your request for verification of exemption to perform the following activities:

To construct a single-family dock totaling less than 1,000 square feet within Choctawhatchee Bay, Class II Florida Waters, Conditionally Approved Central Section (0622) Shellfish Harvesting Area. The project is located at Bambi Drive, Destin, Florida 32541, Parcel No. 00-2S-22-0000-0005-0060, in Section 00, Township 02 South, Range 22 West in Okaloosa County; 30°25'4.15" North Latitude, 86°29'13.12" West Longitude.

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

Your project did not qualify for the federal review portion of this verification request. **Additional authorization must be obtained prior to commencement of the proposed activity.** This letter does not relieve you from the responsibility of obtaining other federal, state, or local authorizations that may be required for the activity. Please refer to the specific section(s) dealing with that portion of the review below for advice on how to proceed.

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

## 1. Regulatory Review – Verified

Based on the information submitted, the Department has verified that the activity as proposed is exempt, under Rule 62-330.051(5)(b), Florida Administrative Code (F.A.C.) from the need to obtain a regulatory permit under Part IV of Chapter 373 of the Florida Statutes.

This exemption verification is based on the information you provided the Department and the statutes and rules in effect when the information was submitted. This verification may not be valid if site conditions materially change, the project design is modified, or the statutes or rules governing the exempt activity are amended. In the event you need to re-verify the exempt status for the activity, a new request and verification fee will be required. Any substantial modifications to the project design should be submitted to the Department for review, as changes may result in a permit being required.

## **2. Proprietary Review – Granted**

The Department acts as staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) and issues certain authorizations for the use of sovereign submerged lands. The Department has the authority to review activities on sovereign submerged lands under Chapters 253 and 258, F.S. and Chapters 18-20 and 18-21, F.A.C.

The activity appears to be located on sovereign submerged lands owned by the Board of Trustees. The activity is not exempt from the need to obtain the applicable proprietary authorization. As staff to the Board of Trustees, the Department has reviewed the activity described above, and has determined that the activity qualifies for an automatic consent by rule under Rule 18-21.005(1)(b), F.A.C. and Section 253.77, F.S. to construct and use the activity on the specified sovereign submerged lands, as long as the work performed is located within the boundaries as described herein and is consistent with the terms and conditions herein. No further application is required for this consent by rule.

### **Special Consent Conditions for Sovereign Submerged Lands Authorization**

1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

3. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty

(30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

4. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

**General Conditions for Authorizations for Activities on State-Owned Submerged Land**

All authorizations granted by rule or in writing under rule 18-21.005, F.A.C., except those for geophysical testing, shall be subject to the general conditions as set forth in paragraphs (a) through (j) below. The general conditions shall be part of all authorizations under this chapter, shall be binding upon the grantee, and shall be enforceable under chapter 253 or 258, part II, F.S.

(a) Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.

(b) Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.

(c) Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in sections 253.04 and 258.46, F.S., or chapter 18-14, F.A.C.

(d) Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.

(e) Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in rules 68A-27.003, 68A-27.004 and 68A-27.005, F.A.C.

(f) Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.

(g) Structures or activities shall not create a navigational hazard.

(h) Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.

(i) Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.

(j) Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

### **3. Federal Review – SPGP Not Included**

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the Corps. You must apply separately to the Corps using their APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT, ENG FORM 4345, or alternative as allowed by their regulations. More information on Corps permitting may be found online in the Jacksonville District Regulatory Division Source Book at: <https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book>.

Authority for review - an agreement with the USACOE entitled “Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit”, Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

#### **Additional Information**

Please retain this letter. The activities may be inspected by authorized state personnel in the future to ensure compliance with appropriate statutes and administrative codes. If the activities are not in compliance, you may be subject to penalties under Chapter 373, F.S. and Chapter 18-14, F.A.C.

#### **NOTICE OF RIGHTS**

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

### Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests are or will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at [Agency\\_Clerk@FloridaDEP.gov](mailto:Agency_Clerk@FloridaDEP.gov). Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

### Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 21 days of publication of the notice or within 21 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you

do not publish notice of this action, this waiver may not apply to persons who have not received a clear point of entry.

#### Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency\_Clerk@FloridaDEP.gov, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

#### Mediation

Mediation is not available in this proceeding.

#### FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

#### Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S. by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

If you have any questions regarding this matter, please contact Hali Troendle at the letterhead address, at (850)595-0610, or at [Hali.Troendle@FloridaDEP.gov](mailto:Hali.Troendle@FloridaDEP.gov)

**EXECUTION AND CLERKING**

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



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Hali Troendle  
Environmental Specialist  
Submerged Lands and Environmental Resources Program

**Attachments:**

1. Rule 62-330.051(5)(b), F.A.C. and Section 403.813(1)(b), F.S., 2 pages
2. Project Drawings, 4 pages


**CERTIFICATE OF SERVICE**

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Wade Dandridge, DEP, [Wade.Dandridge@FloridaDEP.gov](mailto:Wade.Dandridge@FloridaDEP.gov)  
Jason Taylor, Agent, [oakhurstenvironmental@gmail.com](mailto:oakhurstenvironmental@gmail.com)  
City of Destin, [planning@cityofdestin.com](mailto:planning@cityofdestin.com)  
Okaloosa County, [mmartinez@co.okaloosa.fl.us](mailto:mmartinez@co.okaloosa.fl.us), [jautrey@co.okaloosa.fl.us](mailto:jautrey@co.okaloosa.fl.us),  
[sbitterman@co.okaloosa.fl.us](mailto:sbitterman@co.okaloosa.fl.us), [propertyappraiser@okaloosapa.com](mailto:propertyappraiser@okaloosapa.com)

**FILING AND ACKNOWLEDGMENT**

FILED, on this date, pursuant to Section 120.52, F.S., with the designated Department Clerk, receipt of which is hereby acknowledged.



---

Clerk

September 15, 2020  
Date

### **62-330.051 Exempt Activities.**

The activities meeting the limitations and restrictions below are exempt from permitting. However, if located in, on, or over state-owned submerged lands, they are subject to a separate authorization under chapters 253 and 258, F.S., as applicable.

(5) Dock, Pier, Boat Ramp and Other Boating-related Work –

(b) Installation of private docks, piers, and recreational docking facilities, and installation of local governmental piers and recreational docking facilities, in accordance with section 403.813(1)(b), F.S. This includes associated structures such as boat shelters, boat lifts, and roofs, provided:

1. The cumulative square footage of the dock or pier and all associated structures located over wetlands and other surface waters does not exceed the limitations in section 403.813(1)(b), F.S.;
2. No structure is enclosed on more than three sides with walls and doors;
3. Structures are not used for residential habitation or commercial purposes, or storage of materials other than those associated with water dependent recreational use; and
4. Any dock and associated structure shall be the sole dock as measured along the shoreline for a minimum distance of 65 feet, unless the parcel of land or individual lot as platted is less than 65 feet in length along the shoreline, in which case there may be one exempt dock allowed per parcel or lot.

*Rulemaking Authority 373.026(7), 373.043, 373.4131, 373.4145, 403.805(1) FS. Law Implemented 373.406, 373.4131, 373.4145, 373.415, 403.813(1) FS. History—New 10-1-13, Amended 6-1-18.*

### **403.813 Permits issued at district centers; exceptions.—**

(1) A permit is not required under this chapter, chapter 373, chapter 61-691, Laws of Florida, or chapter 25214 or chapter 25270, 1949, Laws of Florida, for activities associated with the following types of projects; however, except as otherwise provided in this subsection, this subsection does not relieve an applicant from any requirement to obtain permission to use or occupy lands owned by the Board of Trustees of the Internal Improvement Trust Fund or a water management district in its governmental or proprietary capacity or from complying with applicable local pollution control programs authorized under this chapter or other requirements of county and municipal governments:

- (b) The installation and repair of mooring pilings and dolphins associated with private docking facilities or piers and the installation of private docks, piers and recreational docking facilities, or piers and recreational docking facilities of local governmental entities when the local governmental entity's activities will not take place in any manatee habitat, any of which docks:
1. Has 500 square feet or less of over-water surface area for a dock which is located in an area designated as Outstanding Florida Waters or 1,000 square feet or less of over-water surface area for a dock which is located in an area which is not designated as Outstanding Florida Waters;
  2. Is constructed on or held in place by pilings or is a floating dock which is constructed so as not to involve filling or dredging other than that necessary to install the pilings;
  3. Shall not substantially impede the flow of water or create a navigational hazard;
  4. Is used for recreational, noncommercial activities associated with the mooring or storage of boats and boat paraphernalia; and
  5. Is the sole dock constructed pursuant to this exemption as measured along the shoreline for a distance of 65 feet, unless the parcel of land or individual lot as platted is less than 65 feet in

length along the shoreline, in which case there may be one exempt dock allowed per parcel or lot.

Nothing in this paragraph shall prohibit the department from taking appropriate enforcement action pursuant to this chapter to abate or prohibit any activity otherwise exempt from permitting pursuant to this paragraph if the department can demonstrate that the exempted activity has caused water pollution in violation of this chapter.



PROPERTY INFO

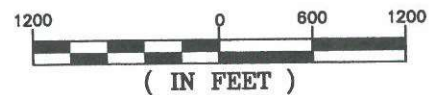
PID: 00-25-22-0000-0005-0060  
SITUS: 944 BAMBI DRIVE  
DESTIN, FL 32541  
LAT: 30.417327  
LONG: -86.487311

RECORD OWNER

BLASBICHLER H D & CHRISTINE  
(LIFE ESTATE)  
PO BOX 222  
DESTIN, FL 32540-0222

INDEX OF SHEETS

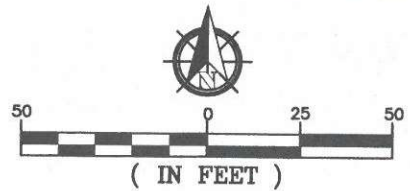
- 1- SITE LOCATION
- 2-PLAN VIEW DEPICTED ONTO AERIAL
- 3-PLAN VIEW
- 4-PROFILE & DETAILS (TYPICAL)



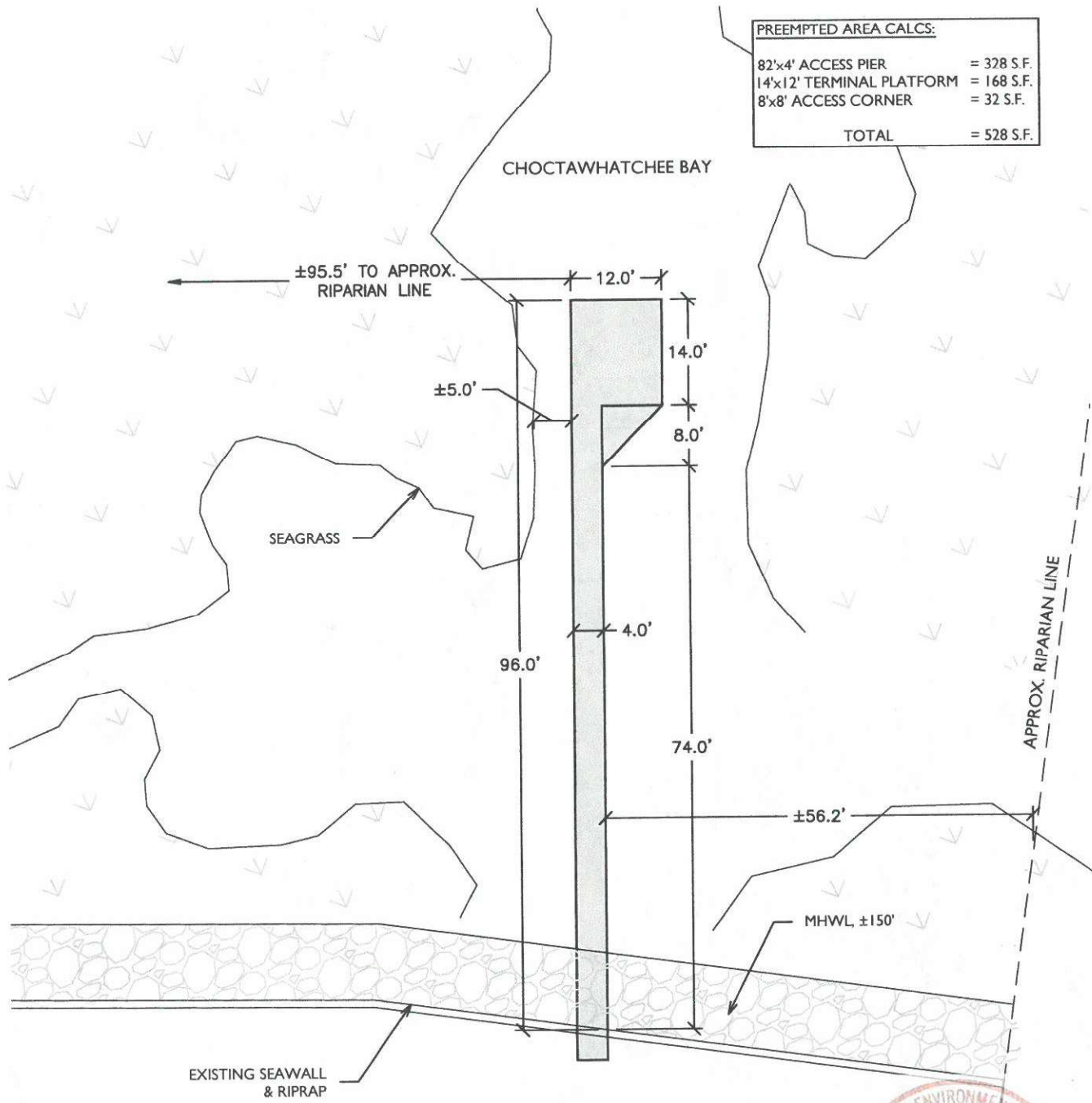
PROJECT NAME: 944 BAMBI DRIVE, BLASBICHLER	
SITE LOCATION MAP & SHEET INDEX	
PROJECT NO.: 20-044	
DRAWN BY: JAT	DATE: 8/3/20
SHEET: 1 OF 4	



PROJECT NAME: 944 BAMBI DRIVE, BLASBICHLER	
PLAN VIEW DEPICTED ONTO AERIAL	
PROJECT NO.: 20-044	
DRAWN BY: JAT	DATE: 8/3/20
SHEET: 2 OF 4	



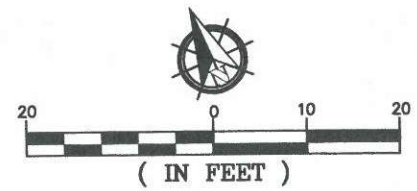
PREEMPTED AREA CALCS:	
82'x4' ACCESS PIER	= 328 S.F.
14'x12' TERMINAL PLATFORM	= 168 S.F.
8'x8' ACCESS CORNER	= 32 S.F.
<b>TOTAL</b>	<b>= 528 S.F.</b>

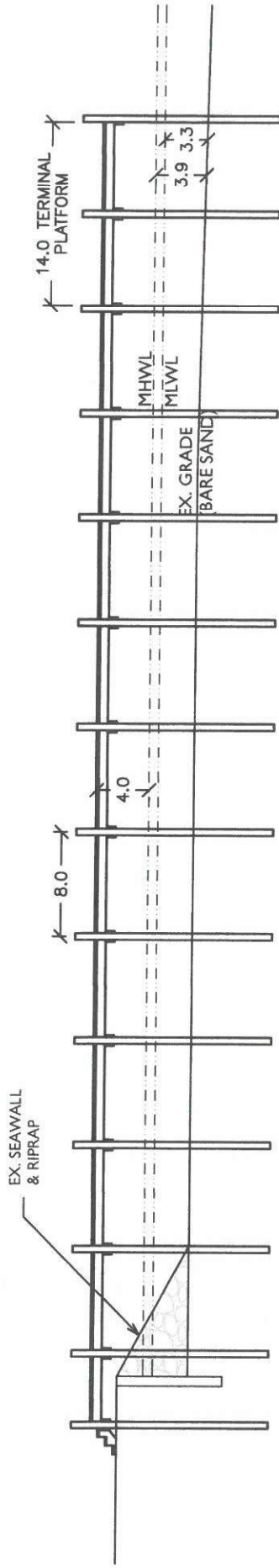


SUBJECT PARCEL  
 BLASBICHLER  
 944 BAMBI DR  
 DESTIN, FL 32541

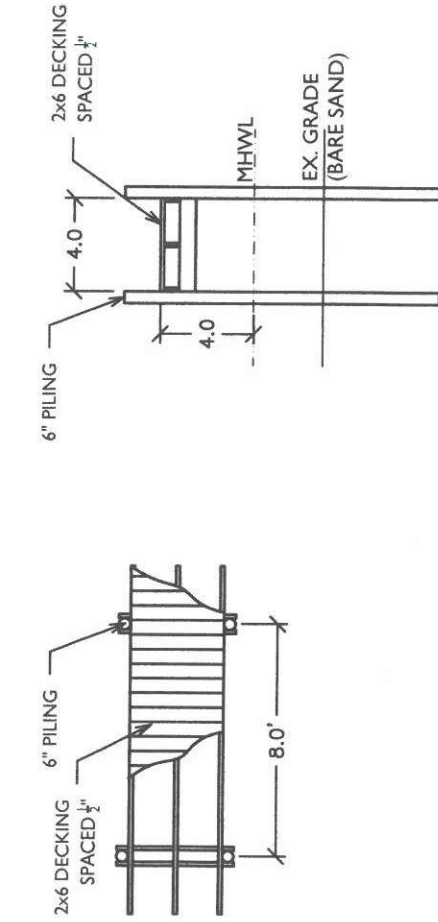


PROJECT NAME: 944 BAMBI DRIVE, BLASBICHLER	
PLAN VIEW	
PROJECT NO.: 20-044	
DRAWN BY: JAT	DATE: 8/3/20
SHEET: 3 OF 4	

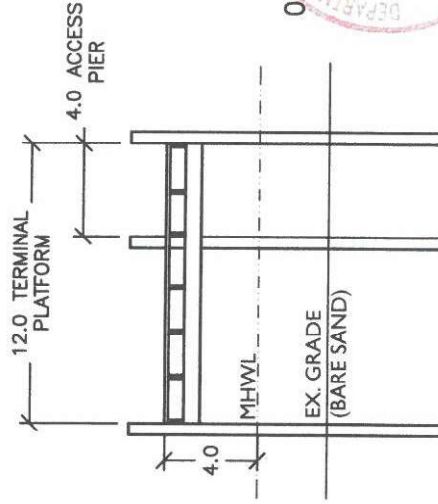




PROFILE (TYPICAL)



DETAILS (TYPICAL)



PROJECT NAME: 944 BAMBI DRIVE, BLASSBICHLER
DOCK PROFILE & DETAILS (TYPICAL)
PROJECT NO.: 20-044
DRAWN BY: JAT
DATE: 8/3/20
SHEET: 4 OF 4



DEPARTMENT OF THE ARMY  
CORPS OF ENGINEERS JACKSONVILLE DISTRICT,  
PENSACOLA REGULATORY OFFICE  
41 NORTH JEFFERSON STREET, SUITE 301  
PENSACOLA, FLORIDA 32502

October 15, 2020

Regulatory Division  
North Permits Branch  
Pensacola Permits Section  
SAJ-2020-03505 (RGP-DLI)

Dieter Blasbichler  
944 Bambi Drive  
Destin, Florida 32541

Dear Mr. Blasbichler:

The U.S. Army Corps of Engineers (Corps) assigned your application for a Department of the Army permit, which the Corps received on August 20, 2020, the file number SAJ-2020-03505. A review of the information and drawings provided indicates that the proposed work would result in removal of a damaged dock and construction of a new single-family pier. The new pier will consist of a 4-foot by 82-foot access pier, 12-foot by 14-foot terminal platform, and an 8-foot by 8-foot access corner. The project will affect waters of the United States associated with Choctawhatchee Bay. The activities subject to this permit are authorized pursuant to authorities under Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403). The project is located at 944 Bambi Drive, Latitude 30.417327° North, Longitude 86.487311° West, in Section 18, Township 2 South, Range 22 West, Destin, Okaloosa County, Florida.

Your project, to construct a residential pier, as depicted on the enclosed drawings, is authorized by Regional General Permit (RGP) SAJ-20. This authorization is valid until **March 27, 2023**. Please access the Corps' Jacksonville District Regulatory Division Internet page to view the special and general conditions for SAJ-20, which apply specifically to this authorization. The Internet URL address is:

<http://www.saj.usace.army.mil/Missions/Regulatory.aspx>

Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Once there you will need to click on "Source Book"; and, then click on "General Permits." Then you will need to click on the specific SAJ permit noted above. You must comply with all of the special and general conditions of the permit; and, any project-specific conditions noted below, or you may be subject to enforcement action. The following project-specific conditions are included with this authorization:

The following project-specific conditions are included with this authorization:

**1. Reporting Address:** The Permittee shall submit all reports, notifications, documentation and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:

a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

The Permittee shall reference this permit number, SAJ-2020-03505 (RGP-DLI), on all submittals.

**2. Commencement Notification:** Within 10 days from the date of initiating the work authorized by this permit the Permittee shall submit a completed "Commencement Notification" Form (Attached).

**3. Self-Certification:** Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the attached "Self-Certification Statement of Compliance" form and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.

**4. Copy Retention:** All contractors involved in this permitted activity shall be provided copies of this permit in its entirety. A copy shall remain on site at all times during construction.

**5. Regulatory Agency Changes:** Should any other agency require and/or approve changes to the work authorized or obligated by this permit, the Permittee is advised a modification to this permit instrument is required prior to initiation of those changes. It is the Permittee's responsibility to request a modification of this permit from the Pensacola Permits Section. The Corps reserves the right to fully evaluate, amend, and approve or deny the request for modification of this permit.

**6. Assurance of Navigation and Maintenance:** The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in

the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

7. **Material and Equipment Storage:** No building or fill materials, tools or other equipment shall be stockpiled within waters of the United States.
8. **Posting of Permit:** The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.
9. **Manatee Conditions:** The Permittee agrees to abide by conditions a, b, d, and e of the standard construction conditions designed to protect the endangered West Indian manatee (Conditions c and f have been omitted as they are not currently applicable within the geographic location of the proposed project):

The Permittee shall comply with the following conditions intended to protect manatees from direct project effects:

- a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The Permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
- b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
- d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

- e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or in Vero Beach (1-772-562-3909) for south Florida, and emailed to FWC at [ImperiledSpecies@myFWC.com](mailto:ImperiledSpecies@myFWC.com).

**10. Jacksonville District Programmatic Biological Opinion (JAXBO), November 2017, Project Design Criteria (PDCs):** Structures authorized under this permit must comply with all applicable PDCs, based on the permitted activity, as required by JAXBO. Please note that failure to comply with the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take, and noncompliance with this permit. The NMFS is the appropriate authority to enforce the terms and conditions of JAXBO. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division internet webpage in the Endangered Species section of the Sourcebook located at: <http://www.saj.usace.army.mil/Missions/Regulatory/SourceBook.aspx>

**Note** - JAXBO may be subject to revision at any time. The most recent version of these conditions must be utilized during the design and construction of the permitted work. In accordance with the Endangered Species Act, and for those projects which do not comply with JAXBO, the Corps will seek individual consultation with the NMFS.

**Note** - some authorized activities may deviate from the PDCs. In cases, where the activity (i.e., structure dimensions, length, etc.) deviates from the PDCs, the permit drawings shall supersede the PDCs.

For each of the following authorized activities subject of this permit, the permittee shall adhere to the following PDCs, which are attached to, and made part of, this authorization/verification letter:

Activity 2 - Pile-supported Structures and Anchored Buoys: (AP.1-14; A2.1-16; S.1; S.2; S.4)

#### **11. Cultural Resources/Historic Properties:**

- a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.

b. If during the ground disturbing activities and construction work within the permit area, there are archaeological/cultural materials encountered which were not the subject of a previous cultural resources assessment survey (and which shall include, but not be limited to: pottery, modified shell, flora, fauna, human remains, ceramics, stone tools or metal implements, dugout canoes, evidence of structures or any other physical remains that could be associated with Native American cultures or early colonial or American settlement), the Permittee shall immediately stop all work and ground-disturbing activities within a 100-meter diameter of the discovery and notify the Corps within the same business day (8 hours). The Corps shall then notify the Florida State Historic Preservation Officer (SHPO) and the appropriate Tribal Historic Preservation Officer(s) (THPO(s)) to assess the significance of the discovery and devise appropriate actions.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition ; and if deemed necessary by the SHPO, THPO(s), or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands, they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO and THPO(s). Based, on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the State Archeologist and from the Corps.

**12. Daylight Hours:** All activities must be completed during daylight hours.

**13. Turbidity Barriers:** Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend to within define distance desired or use 1 foot or eliminate distance from bottom of the bottom around all work areas that are in, or adjacent to, surface

waters. The turbidity barriers shall remain in place and be maintained until the authorized work has been completed and all suspended and erodible materials have been stabilized. Turbidity barriers shall be removed upon stabilization of the work area.

This authorization does not obviate the necessity to obtain any other Federal, State, or local permits, which may be required. Prior to the initiation of any construction, projects qualifying for this RGP must qualify for an exemption under section 403.813(1), F.S. or 373.406, F.S., or otherwise be authorized by the applicable permit required under Part IV of Chapter 373, F.S., by the Department of Environmental Protection, a water management district under section 373.069, F.S., or a local government with delegated authority under section 373.441, F.S., and receive Water Quality Certification (WQC) and applicable Coastal Zone Consistency Concurrence (CZCC) or waiver thereto, as well as any authorizations required for the use of state-owned submerged lands under Chapter 253, F.S., and, as applicable, Chapter 258, F.S. You should check State-permitting requirements with the Florida Department of Environmental Protection or the appropriate water management district.

This authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (<http://www.myfwc.com/license/wildlife/>) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (<http://www.fnai.org/>) also maintains updated lists, by county, of documented occurrences of those species.

This authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

Please note U.S. Coast Guard regulations may require you as Permittee to provide information for a Notice to the maritime community regarding your project. You should contact the Coast Guard Sector Mobile Waterways Management Branch (spw), 1500 15th Street, Mobile, AL 36615 or by phone at 251-441-5684 to determine if a Notice is necessary. Also any safety lights, signs and signals prescribed by the U.S. Coast

Guard through their regulations or otherwise, must be installed and maintained at your expense as permittee on authorized facilities in navigable waters of the United States. To receive a U.S. Coast Guard Private Aids to Navigation marking determination, you are advised to contact the Eighth Coast Guard District (dpw), 500 Poydras St. Suite 1230, New Orleans, LA 70130, 504-671-2328 or via email to: D8oanPATON@uscg.mil prior to installation/construction of any fixed structures. For general information related to Private Aids to Navigation please visit the Eighth CG District web site at: <http://www.atlanticarea.uscg.mil/district-8/district-divisions/waterways/PATON>

If you are unable to access the internet or require a hardcopy of any of the conditions, limitations, or expiration date for the above RGP, please contact Daniel L. Irick by telephone at 850-433-8860.

Thank you for your cooperation with our permit program. The Corps' Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at [http://corpsmapu.usace.army.mil/cm\\_apex/f?p=regulatory\\_survey](http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey). Please be aware this Internet address is case sensitive; and, you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Sincerely,

A handwritten signature in black ink that reads "Daniel L. Irick". The signature is written in a cursive, flowing style.

Daniel L. Irick, Ph.D., PWS  
Project Manager

Enclosures:

General Conditions

Permit Transfer Form

Commence Notification Form

Self-Certification Statement of Compliance Form

PDCs for In-Water Activities

Permit Drawings

cc:

Oakhurst Consulting, c/o Jason Taylor

GENERAL CONDITIONS  
33 CFR PART 320-330

1. The time limit for completing the work authorized ends on the **March 27, 2023**.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

**DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST**

**PERMIT NUMBER: SAJ-2020-03505 (RGP-DLI)**

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019 or by electronic mail at [saj-rd-enforcement@usace.army.mil](mailto:saj-rd-enforcement@usace.army.mil).

\_\_\_\_\_  
(TRANSFEREE-SIGNATURE)

\_\_\_\_\_  
(SUBDIVISION)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(LOT)

\_\_\_\_\_  
(BLOCK)

\_\_\_\_\_  
(NAME-PRINTED)

\_\_\_\_\_  
(STREET ADDRESS)

\_\_\_\_\_  
(MAILING ADDRESS)

\_\_\_\_\_  
(CITY, STATE, ZIP CODE)

## COMMENCEMENT NOTIFICATION

*Within ten (10) days of initiating the authorized work, submit this form via electronic mail to [saj-rd-enforcement@usace.army.mil](mailto:saj-rd-enforcement@usace.army.mil) (preferred, not to exceed 15 MB) **or** by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

1. **Department of the Army Permit Number:** SAJ-2020-03505 (RGP-DLI)

2. **Permittee Information:**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

3. **Construction Start Date:** \_\_\_\_\_

4. **Contact to Schedule Inspection:**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Printed Name of Permittee

\_\_\_\_\_  
Date

**SELF-CERTIFICATION STATEMENT OF COMPLIANCE**

*Within sixty (60) days of completion of the authorized work, submit this form via electronic mail to [saj-rd-enforcement@usace.army.mil](mailto:saj-rd-enforcement@usace.army.mil) (preferred, not to exceed 15MB) **or** by standard mail to U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.*

1. **Department of the Army Permit Number:** SAJ-2020-03505 (RGP-DLI)

2. **Permittee Information:** Name: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

3. **Date Authorized Work Started:** \_\_\_\_\_ **Completed:** \_\_\_\_\_

4. **Contact to Schedule Inspection:** Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

5. **Description of Authorized Work (e.g. bank stabilization, fill placed within wetlands, docks, dredging, etc.):** \_\_\_\_\_

\_\_\_\_\_

6. **Acreage or Square Feet of Impacts to Waters of the United States:** \_\_\_\_\_

7. **Describe Mitigation completed (if applicable):** \_\_\_\_\_

\_\_\_\_\_

8. **Describe any Deviations from Permit (attach drawing(s) depicting the deviations):**

\_\_\_\_\_

\*\*\*\*\*

I certify that all work and mitigation (if applicable) was done in accordance with the limitations and conditions as described in the permit. Any deviations as described above are depicted on the attached drawing(s).

\_\_\_\_\_  
Signature of Permittee

\_\_\_\_\_  
Printed Name of Permittee

\_\_\_\_\_  
Date

Dated 9/18/2019

## Project Design Criteria (PDCs) Applicable to All Projects

**NOTE** - You are required to comply with the following PDCs, which serve to address requirements pursuant to Section 7, Endangered Species Act (ESA) for those listed species and designated critical habitat under purview of the National Marine Fisheries Service Protected, Resources Division. These PDCs are taken from the Programmatic Biological Opinion (PBO) referred to as JaxBO. These criteria serve to address ESA requirements only, and additional conditions may be required to address other Federal laws, including the Magnuson-Stevens Fishery Conservation and Management Reauthorization Act. Authorization under this permit is conditional upon your compliance with all applicable PDCs, which are made part of this permit. You are reminded that you must complete the attached self-certification statement of compliance following completion of the authorized work. Your statement of compliance does not obviate the need to satisfy all PDCs, including those requirements (e.g., such as structural dimensions and educational signs) that are observable post-construction, and those requirements (e.g., construction methods or procedures to be followed) that are not observable post-construction. Please note that failure to comply with the applicable PDCs of this PBO, where a take of the listed species occurs, would constitute an unauthorized take, and it would also constitute noncompliance with this permit. The NMFS is the appropriate authority to determine compliance with the terms and conditions of this PBO.

**AP.1.** The applicant must agree to adhere to PDCs for *In-Water Activities* (provided below).

**AP.2.** All projects involving the installation of piles or sheet piles shall follow the PDCs for *In-Water Noise from Pile and Sheet Pile Installation* (Section 2.2). This Opinion does not cover projects that use seismic surveys, low frequency sonar, explosions, and seismic air guns.

**AP.3.** All projects proposed in or near areas with mangroves, seagrasses, corals, or hard bottom habitat must refer to PDCs for *Mangroves, Seagrasses, Corals, and Hard Bottom for All Projects* (provided below) to determine whether the project is covered under the Opinion and, if it is covered, to ensure it is sited, designated, and implemented following all of the PDCs in that section.

**AP.4.** For every project, the USACE must determine if the project is located within:

- a) Smalltooth sawfish critical habitat limited exclusion zones (Section 2.1.1.1)
- b) Gulf sturgeon critical habitat migratory restriction zones (Section 2.1.1.2)
- c) Atlantic sturgeon critical habitat exclusion zone (St. Marys River) (Section 2.1.1.3)
- d) North Atlantic right whale educational sign zones (Section 2.1.1.4)
- e) U.S. Caribbean sea turtle critical habitat restriction zones (Section 2.1.1.5)
- f) Bryde's whale exclusion zone (Section 2.1.1.6)

Where the activity is excluded from the Opinion within a particular zone, the application must be processed under a separate consultation. Where additional restrictions apply to activities within that zone, the USACE or other authorizing entity must ensure that the project meets the requirements for that zone.

**AP.5.** This Opinion only covers new construction (i.e., installation, repair, replacement) and does not apply to after-the-fact consultations or enforcement actions handled by the Corps.

**AP.6.** All activities must be completed during daylight hours.

## Project Design Criteria (PDCs) for In-Water Activities

**AP.7. Education and Observation:** The permittee must ensure that all personnel associated with the project are instructed about the potential presence of species protected under the ESA and the Marine Mammal Protection Act (MMPA). All on-site project personnel are responsible for observing water-related activities for the presence of protected species. All personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing ESA-listed species or marine mammals. To determine which species may be found in the project area, please review the relevant Protected Species List at:

[http://sero.nmfs.noaa.gov/protected\\_resources/section\\_7/threatened\\_endangered/index.html](http://sero.nmfs.noaa.gov/protected_resources/section_7/threatened_endangered/index.html)

**AP.8. Reporting Interactions with Protected Species:**

- a) Any collision(s) with and/or injury to any sea turtle, sawfish, whale, or sturgeon occurring during the construction of a project, shall be reported immediately to NMFS's Protected Resources Division (PRD) at (1-727-824-5312) or by email to: [takereport.nmfs@noaa.gov](mailto:takereport.nmfs@noaa.gov) and [SAJ-RD-Enforcement@usace.army.mil](mailto:SAJ-RD-Enforcement@usace.army.mil).
- b) Smalltooth sawfish: Report sightings to 1-844-SAWFISH or email: [Sawfish@MyFWC.com](mailto:Sawfish@MyFWC.com)
- c) Sturgeon: Report dead sturgeon to 1-844-STURG 91 (1-844-788-7491) or email: [nmfs.ser.sturgeonnetwork@noaa.gov](mailto:nmfs.ser.sturgeonnetwork@noaa.gov)
- d) Sea turtles and marine mammals: Report stranded, injured, or dead animals to 1-877-WHALE HELP (1-877-942-5343).
- e) North Atlantic right whale: Report injured, dead, or entangled right whales to the USCG via VHF Channel 16.

**AP.9. Vessel Traffic and Construction Equipment:** All vessel operators must watch for and avoid collision with species protected under the ESA and MMPA. Vessel operators must avoid potential interactions with protected species and operate in accordance with the following protective measures:

- a) *Construction Equipment*.
  - i) All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while operating in water depths where the draft of the vessel provides less than a 4-foot (ft) clearance from the bottom, and in all depths after a protected species has been observed in and has departed the area.
  - ii) All vessels will follow marked channels and/or routes using the maximum water depth whenever possible.
  - iii) Operation of any mechanical construction equipment, including vessels, shall cease immediately if a listed species is observed within a 50-ft radius of construction equipment and shall not resume until the species has departed the area of its own volition.
  - iv) If the detection of species is not possible during certain weather conditions (e.g., fog, rain, wind), then in-water operations will cease until weather conditions improve and detection is again feasible.

- b) *All Vessels:*
  - i) Sea turtles: Maintain a minimum distance of 150 ft.
  - ii) North Atlantic right whale: Maintain a minimum 1,500-ft distance (500 yards).
  - iii) Vessels 65 ft in length or longer must comply with the Right Whale Ship Strike Reduction Rule (50 CFR 224.105) which includes reducing speeds to 10 knots or less in Seasonal Management Areas (<http://www.fisheries.noaa.gov/pr/shipstrike/>).
  - iv) Mariners shall check various communication media for general information regarding avoiding ship strikes and specific information regarding right whale sightings in the area. These include NOAA weather radio, USCG NAVTEX broadcasts, and Notices to Mariners.
  - v) Marine mammals (i.e., dolphins, whales [other than North Atlantic right whales], and porpoises): Maintain a minimum distance of 300 ft.
  - vi) When these animals are sighted while the vessel is underway (e.g., bow-riding), attempt to remain parallel to the animal's course. Avoid excessive speed or abrupt changes in direction until they have left the area.
  - vii) Reduce speed to 10 knots or less when mother/calf pairs or groups of marine mammals are observed, when safety permits.

- AP.10. Turbidity Control Measures during Construction:** Turbidity must be monitored and controlled. Prior to initiating any of the work covered under this Opinion, the Permittee shall install turbidity curtains as described below. In some instances, the use of turbidity curtains may be waived by the USACE project manager if the project is deemed too minimal to generate turbidity (e.g., certain ATON installation, scientific survey device placement, marine debris removal) or if the current is too strong for the curtains to stay in place. Turbidity curtains specifications:
- a) Install floating turbidity barriers with weighted skirts that extend to within 1 ft of the bottom around all work areas that are in, or adjacent to, surface waters.
  - b) Use these turbidity barriers throughout construction to control erosion and siltation and ensure that turbidity levels within the project area do not exceed background conditions.
  - c) Position turbidity barriers in a way that does not block species' entry to or exit from designated critical habitat.
  - d) Monitor and maintain turbidity barriers in place until the authorized work has been completed and the water quality in the project area has returned to background conditions.
  - e) In the range of ESA-listed corals (St. Lucie Inlet, Martin County south to the Dry Tortugas and the U.S. Caribbean) and Johnson's seagrass (Turkey Creek/Palm Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida):
    - i. Projects that include upland earth moving (e.g., grading to install a building or parking lot associated with a dock and seawall project), must install sediment control barriers to prevent any upland sediments from reaching estuarine or marine waters.
    - ii. The turbidity curtain requirement cannot be waived for any project that moves or removes sediment (e.g., dredging, auger to create a pile, trenching to install a cable

line). If turbidity curtains are not feasible in an area based on site conditions such as water current, high wave action, or stormy conditions, the project must undergo individual Section 7 consultation and is not covered under this Programmatic Opinion.

**AP.11. Entanglement:** All turbidity curtains and other in-water equipment must be properly secured with materials that reduce the risk of entanglement of marine species (described below). Turbidity curtains likewise must be made of materials that reduce the risk of entanglement of marine species.

- a) In-water lines (rope, chain, and cable, including the lines to secure turbidity curtains) must be stiff, taut, and non-looping. Examples of such lines are heavy metal chains or heavy cables that do not readily loop and tangle. Flexible in-water lines, such as nylon rope or any lines that could loop or tangle, must be enclosed in a plastic or rubber sleeve/tube to add rigidity and prevent the line from looping and tangling. In all instances, no excess line is allowed in the water.
- b) Turbidity curtains and other in-water equipment must be placed in a manner that does not entrap species within the construction area or block access for them to navigate around the construction area.

## Project Design Criteria (PDCs) for Mangroves, Seagrasses, Corals and Hard Bottom for All Projects

Note: **For projects authorized in reliance on this Opinion only**, the PDCs below supercede any other guidance documents otherwise applicable to reduce or avoid impacts to mangroves, seagrasses, and corals. This includes the NMFS's *Construction Guidelines in Florida for Minor Piling-Supported Structures Constructed in or over Submerged Aquatic Vegetation, Marsh, or Mangrove Habitat* dated August 2001, and NMFS's *Key for Construction Conditions for Docks or Other Minor Structures Constructed in or over Johnson's Seagrass (Halophila johnsonii)*, dated October 2002. NMFS may still apply these guidance documents in other consultations, including consultations on Essential Fish Habitat under the Magnuson-Stevens Fishery Conservation and Management Act, as appropriate.

### **AP.12. Mangroves:**

- a) To qualify for coverage under this Opinion, all projects must be sited and designed to avoid or minimize impacts to mangroves.
- b) Mangrove removal must be conducted in a manner that avoids any unnecessary removal and is limited to the following instances:
  - i. Removal to install up to a 4-ft-wide walkway for a dock.
  - ii. Removal to install up to an 8-ft-wide walkway for public docks, where the walkway is necessary to address compliance with the Americans with Disability Act (ADA).
  - iii. Removal to install culverts necessary to improve water quality or restore hydrology between 2 water bodies. Such mangrove removal is limited to a maximum of 20 linear feet (lin ft) of shoreline per culvert opening.
  - iv. Removal of mangroves above mean high water (MHW) provided that the tree does not have any prop roots that extend into the water below the MHWL.
- c) Mangrove Trimming. Mangrove trimming is regulated by FDEP, Puerto Rico Department of Natural and Environmental Resources, and U.S. Virgin Islands Department of Planning and Natural Resources. Consistent with those authorities, when used in this Opinion, mangrove trimming refers to the removal (using hand equipment such as chain saws and/or machetes) of lateral branches (i.e., no alteration of the trunk of the tree) in a manner that ensures survival of the tree. This Opinion does not limit or supersede any restrictions on mangrove removal required under any federal, state, or local law.
  - i. This Opinion only covers projects with associated mangrove trimming occurring waterward of MHW if such trimming (1) occurs within the area where the authorized structures are placed or will be placed (e.g., removal of branches that overhang a dock),
  - ii. (2) is necessary to provide temporary construction access, and (3) is conducted in a manner that avoids any unnecessary trimming.

- iii. The Opinion does not apply to projects proposing to remove red mangrove props roots waterward of MHW, except for removal to install the dock walkways, as described above (up to a 4-ft walkway and up to a 8-ft ADA compliant walkway) and to install culverts necessary to improve water quality or restore hydrology between 2 water bodies.

**AP.13. Seagrass:**

- a) Pile-supported structures must follow the PDCs for *Docks or Other Minor Structures* (PDC A2.17, Section 2.2.2)

**Johnson's seagrass:**

- b) This Opinion does not apply to projects where Johnson's seagrass is found within the project footprint except for:
  - i. Installation of pile-supported structures that meet the PDCs for *Docks or Other Minor Structures* (PDC A2.17, Section 2.2.2).
  - ii. Maintenance dredging of previously authorized areas. This is limited to the removal of no more than 0.1 acre (ac) (4,356 ft<sup>2</sup>) of Johnson's seagrass per year (Activity 3; see Section 2.2.3).
  - iii. Transmission/utility line repairs within the same footprint of the lines being repaired (Activity 8; see Section 2.2.8).

**Non-listed seagrasses:**

- a) All impacts to non-ESA listed native, non-invasive seagrasses should be avoided and minimized to the extent practicable.
- b) This Opinion does not apply to projects located within the geographic boundary of U.S. Caribbean sea turtle critical habitat (hawksbill, leatherback, and the NA DPS of green sea turtle critical habitat identified in Section 2.1.1.5) if non-ESA listed, native, non-invasive seagrasses are found within the project footprint.
- c) This Opinion does not apply to projects that may affect, directly or indirectly, ESA-listed corals.
- d) Projects occurring within in the Florida Keys National Marine Sanctuary (FKNMS) may require separate consultation or authorization from NOAA's FKNMS. Projects authorized to occur in the FKNMS shall comply with any measures NOAA FKNMS has developed to avoid, minimize, and/or mitigate any effects on non-listed corals. For projects occurring outside of the FKNMS, if non-listed corals are found within the project footprint, we recommend relocating all non-listed corals, when possible, in a manner that is protective of the corals.

**AP.14. Coral and Hard Bottom Habitat:**

- a) This Opinion does not apply to projects that may affect, directly or indirectly, ESA-listed corals.
- b) Projects occurring within in the Florida Keys National Marine Sanctuary (FKNMS) may require separate consultation or authorization from NOAA's FKNMS. Projects authorized to occur in the FKNMS shall comply with any measures NOAA FKNMS has developed to avoid, minimize, and/or mitigate any effects on non-listed corals. For projects occurring outside of the FKNMS, if non-listed corals are found within the project footprint, we recommend relocating all non-listed corals, when possible, in a manner that is protective of the corals.
- c) This Opinion does not apply to projects where hard bottom habitat is found within the project footprint, except for the temporary placement (up to 24 months) of scientific survey devices (Activity 5) that have a footprint of less than 1 square foot (ft<sup>2</sup>) per device and are installed in a manner that does not permanently alter the hardbottom (e.g., the devices are not installed by drilling). For this Opinion, we define hard bottom in 2 ways:
  - i. Natural consolidated hard substrate that is suitable to support corals, coral larval settlement, reattachment and recruitment of asexual coral fragments. These areas of hard bottom or dead coral skeleton must be free from fleshy or turf macroalgae cover and sediment cover.
  - ii. Nearshore and surf-zone, low-profile hard bottom outcroppings (e.g., worm-rock reef [sabellariid worm reefs] and eolianite, granodiorite). This habitat can be persistent or ephemeral, cycling through periods of exposure and cover by sand. The range of this hard bottom habitat extends along the southeastern coast of Florida from Cape Canaveral to Miami-Dade County and in the U.S. Caribbean. It is an important developmental habitat for juvenile hawksbill and green sea turtles, which use it for both foraging and refuge.

## **Project Design Criteria (PDCs) Specific to Activity 2 for Pile-Supported Structures and Anchored Buoys**

**A2.1.** Activities covered by this Opinion include the installation, repair, replacement, and removal of structures as described below:

- A2.1.1. The pile-supported and anchored structures included in this Opinion are: docks and piers, boatlifts, mooring piles and dolphin piles associated with docks/piers; ATONs and PATONs; floating docks; pile-supported chickees (i.e., small, back-country, over-water, pile-supported, primitive camping shelters); boardwalks (as long as they are designed and clearly marked to prohibit fishing and vessel mooring); mooring fields and buoys; and other minor pile-supported structures. This does not include structures that support large commercial vessels including ferries, tankers, and cargo ships such as ferry terminals and large ports.
- A2.1.2. Pile-supported docks/piers for a single-family residential lot are limited to 4 slips for motorized vessels. Slips for non-motorized vessels (e.g., kayak, canoe, and paddleboard) and associated launching areas do not count toward the total slip number.
- A2.1.3. Pile-supported structures for marinas, multi-family facilities (e.g., condo complexes, trailer parks, subdivisions when the homeowners association owns and controls the in-water structures). Docks and piers for multi-family residential properties (e.g., condos, trailer parks, apartment complexes), and marinas are limited to a maximum of 50 total slips (i.e., combination of wet and dry slips for existing plus proposed slips).
- A2.1.4. Anchored buoys and temporary pile-supported structures associated with marine events. Upon completion of the event, these structures must be removed and, to the maximum extent practical, the site must be restored to pre-construction elevations. Water depths in the area of marine events must be deep enough to support at least 5 ft of water depth under the keel of a vessel and between the keel of a vessel and ESA-listed coral colonies when transiting to the mooring areas. There is no limit on the number of vessel slips allowed for temporary structures associated marine events such as boat shows.
- A2.1.5. Mooring fields are limited to a maximum of 50 motorized vessels (there is no limit on the number of non-motorized vessels).
- A2.1.6. All pile-supported structures constructed must comply with PDC 2.17 for *Docks or Other Minor Structures Constructed in Florida Under this Opinion* (see below).

**The following PDCs apply to all the activities described in PDC A2.1 above:**

**A2.2.** For commercial, multi-family, or public facilities, and marine events, signs must be posted in a visible location(s), alerting users of listed species in the area susceptible to vessel strikes and hook-and-line captures. The most current version of the signs that must be downloaded and sign installation guidance are available at:

([http://sero.nmfs.noaa.gov/protected\\_resources/section\\_7/protected\\_species\\_educational\\_signs/index.html](http://sero.nmfs.noaa.gov/protected_resources/section_7/protected_species_educational_signs/index.html)). The signs required to be posted by area are stated below:

- A2.2.1. All projects in Florida shall use the Save Sea Turtle, Sawfish, and Dolphin sign. These signs shall include contact information to the sea turtle and marine

- mammal stranding networks and smalltooth sawfish encounter database.
- A2.2.2. Projects within the North Atlantic right whale educational sign zone (as defined in Section 2.1.1.4) shall post the Help Protect North Atlantic Right Whales sign.
  - A2.2.3. On the east coast of Florida, projects located within the St. John's River and those occurring north of the St. Johns River to the Florida-Georgia line shall post the Report Sturgeon sign. On the west coast of Florida, projects occurring from the Cedar Key, Florida north to the Florida-Alabama line.
  - A2.2.4. We are still developing the signs to be used in the U.S. Caribbean. Once developed, those signs will be included at the website above.

**A2.3.** For commercial, multi-family, or public facilities, monofilament recycling bins must be provided at the docking facility to reduce the risk of turtle or sawfish entanglement in, or ingestion of, marine debris. Monofilament recycling bins must:

- A2.3.1. Be constructed and labeled according to the instructions provided at <http://mrrp.myfwc.com>.
- A2.3.2. Be maintained in working order and emptied frequently (according to <http://mrrp.myfwc.com> standards) so that they do not overflow.

**A2.4.** For any dock project (new construction, repair, or replacement) at a private residence located within 11 nautical miles of North Atlantic right whale critical habitat (as measured in a radius from the center of the nearest inlet to open ocean and described in Section 2.1.1.4), the property owner will be provided a handout with their USACE permit describing the presence of North Atlantic right whales in the area and the Federal regulations governing the approach to North Atlantic right whales (Appendix C).

**A2.5.** ATONs and PATONs must be approved by and installed in accordance with the requirements of the USCG (see 33 CFR, chapter I, subchapter C, part 66 and RHA Section 10 and any other pertinent requirements).

**A2.6.** Chickees must be less than 500 ft<sup>2</sup> and support no more than 2 slips.

**A2.7.** No activities associated with municipal or commercial fishing piers are covered under this Opinion.

**A2.8.** Docks installed within visible distance of ocean beaches are required to comply with turtle-friendly lighting, if lighting is necessary to the project. Turtle-friendly lighting is explained and examples are provided on the Florida Fish and Wildlife Conservation Commission website:  
<http://myfwc.com/wildlifehabitats/managed/sea-turtles/lighting/>

**A2.9.** Project construction will take place from uplands or from floating equipment (e.g., barge); prop or wheel-washing is prohibited.

## **Additional PDCs for Activity 2 applicable in Critical Habitat**

- A2.10.** *Acropora* critical habitat and the U.S. Caribbean: This Opinion does not cover new and expanded pile-supported structures in *Acropora* critical habitat where the essential features are present. The distance from ATONs to ESA-listed corals and *Acropora* critical habitat shall ensure there are no impacts to the corals or the essential feature of *Acropora* critical habitat from the movement of buoys and tackle. The appropriate distance shall be based on the size of the anchor chain or other tackle to be installed to secure the buoy to its anchor, particularly when the design of the ATON does not prohibit contact of tackle with the marine bottom. In all cases, buoy tackle will include flotation to ensure there is no contact between the anchor chain or line and the marine bottom.
- A2.11.** Gulf sturgeon critical habitat: Additional noise restrictions are required for pile and sheet pile installation in the Gulf sturgeon critical habitat migratory restriction zones defined in Section 2.1.1.2. The noise restrictions are described in that section.
- A2.12.** Smalltooth sawfish critical habitat: This Opinion does not cover activities occurring in areas identified as smalltooth sawfish limited exclusion zones defined in Section 2.1.1.1.
- A2.13.** North Atlantic right whale critical habitat: This Opinion does not cover installation of anchored ATONs and permanent buoys in North Atlantic right whale critical habitat; temporary buoys for marine events are allowed in North Atlantic right whale critical habitat.
- A2.14.** Johnson's seagrass critical habitat: This Opinion does not cover new marinas or multi-family facilities in Johnson's seagrass critical habitat. Repair, replacement, and reconfiguration of existing marinas or multi-family facilities may be covered if it (1) occurs within same overall footprint (out to the perimeter of the facility, including the outer limits of the structure and permitted mooring locations), (2) does not increase the total aerial extent (i.e., area of coverage from the dock structures) of the existing facility, and (3) does not affect Johnson's seagrass. Mooring fields are allowed in Johnson's seagrass critical habitat and within the range of Johnson's seagrass so long as they occur in waters deeper than -13 ft (-4 m).
- A2.15.** NWA DPS of loggerhead sea turtle critical habitat: ATONs (pile-supported and anchored buoys) are allowed in nearshore reproductive habitat of the NWA DPS of loggerhead sea turtles under this Opinion. No other pile-supported structures are allowed in nearshore reproductive habitat under this Opinion.
- A2.16.** U.S. Caribbean sea turtle critical habitat (hawksbill, leatherback, and the NA DPS of green sea turtle critical habitat): ATONs (pile-supported and anchored buoys) are allowed near sea turtle nesting beaches under this Opinion. No other pile-supported structures are allowed near sea turtle nesting beaches under this Opinion.

### Project Design Criteria (PDCs) for Docks or Other Minor Structures (PDC A2.17)

These PDCs address the anticipated dock construction scenarios expected within Florida and the U.S. Caribbean and provide NMFS PRD's construction guidelines for projects occurring (1) within Johnson's seagrass critical habitat; (2) within the range of Johnson's seagrass<sup>18</sup>, but outside of Johnson's seagrass critical habitat; and (3) outside of both the range and critical habitat for Johnson's seagrass. These scenarios consider whether a seagrass survey was conducted for projects within the range of Johnson's seagrass or located in Johnson's seagrass critical habitat. Surveys must be completed no earlier than 1 year before submitting the application to the action agency for project authorization. There is no seasonal restriction for Johnson's seagrass surveys; however, Johnson's seagrass is found within the range of other seagrass species that exhibit a seasonal pattern of growth and distribution. For comparison, NMFS Habitat Conservation Division's recommended sampling window for non-listed species is June 1 to September 30.

#### Dock Construction Scenarios

	Within Johnson's seagrass critical habitat	Within the Range of Johnson's seagrass (outside of critical habitat)	In the U.S. Caribbean and Florida (outside of the range and critical habitat of Johnson's seagrass)
<b>Dock replacement in the exact footprint (i.e., same location/configuration/ size) as the previous dock with...</b>			
<b>No native seagrass under dock</b>	A	A	A
<b>Johnson's seagrass under dock</b>	B	B	N/A
<b>Native seagrass, other than Johnson's seagrass, under the dock</b>	B	A	A
<b>No current seagrass survey</b>	B	B	A
<b>New docks or dock expansions with...</b>			
<b>No native seagrasses within property limits</b>	B	A	A
<b>Johnson's seagrass within property limits</b>	B	B	N/A
<b>Native seagrass, other than Johnson's seagrass, within property limits</b>	B	A	A
<b>No current seagrass survey</b>	B	B	A

A= No additional PDCs; B= Dock must meet PDCs below; N/A = not applicable; Johnson's seagrass could not occur under the dock because the dock project is outside the range of Johnson's seagrass

### **Dock PDCs for Scenario B in the table above:**

1. To avoid and minimize impacts to Johnson's seagrass and native, non-listed seagrasses to the maximum extent practicable:
  - The dock must be positioned to avoid and minimize effects to Johnson's seagrass
  - Over any area that contains Johnson's seagrass or native, non-listed seagrasses, the dock shall be oriented in a north-south orientation to the maximum extent that is practicable to allow maximum sunlight under the structure.
  - If practicable, terminal platforms shall be placed in deep water, waterward of Johnson's seagrass beds or native, non-listed seagrasses beds or in an area devoid of Johnson's seagrass or native, non-listed seagrasses.
  - Piles must be spaced a minimum of 10 ft apart in any area that contains Johnson's seagrass to minimize direct impacts.
  - Piles shall be installed in a manner that will not result in the formation of sedimentary deposits (e.g., donuts or halos) around the newly installed pilings.
  - No covered boat lifts are allowed over any Johnson's seagrass.
2. Decking options: Deck surfaces (parallel with the water) that are located waterward of the MHWL must be constructed of grated materials or plank construction or a combination of the both methods (e.g. plank decking on the walkway and grated decking on the terminal platform). These decking options are described below:

#### *Grated decking:*

- Height requirement: The surface of the structure, including the dock walkway (the over-water narrow portion connecting the terminal platform to the shore and any over-water ramp required for access) and the dock, must be a minimum of 3 ft above MHW when constructed with grated decking.
- Size limitations: The dock walkway is limited to a width of 4 ft. The terminal platform is limited to a total area of 160 ft<sup>2</sup>. Marginal docks are limited to a width of 5 ft. The 5 ft width restriction is measured from wet side of the seawall. For example, if a seawall cap is 3 feet overwater then the dock would be limited to 2 feet.
- Material description: Decking materials shaped in the form of grids, grates, lattices, etc., to allow the passage of light through the open spaces. These materials must provide a minimum of 43% open space.

#### *Plank decking:*

- Height requirement: The surface of the structure, including the dock walkway (the over-water narrow portion connecting the terminal platform to the shore and any over-water ramp required for access) and the dock, must be a minimum of 5 ft above MHW when constructed of plank decking.
- Size limitations: The dock walkway is limited to a width of 4 ft. The terminal platform is limited to a total area of 120 ft<sup>2</sup>. Marginal docks are limited to a width of 5 ft.
- Material description: Deck boards may be constructed of any material. Deck boards must be installed to provide a minimum of a 0.5-in gap between individual deck boards.

## **Project Design Criteria (PDCs) for Gulf Sturgeon Critical Habitat Migratory Restriction Zones**

1. This Opinion does not apply to the placement of living shoreline, oyster reef, and artificial reef materials (Activity 7, PDC A7.26) and temporary platform, fill, and cofferdams (Activity 10, PDC A10.11) in Gulf sturgeon critical habitat migratory restriction zones.
2. This Opinion does not apply to new transmission and utility line installation in the Gulf sturgeon critical habitat migratory restriction zones between September and March, when sturgeon are likely to be present in these areas. Emergency repair/replacement of transmission and utility lines may occur in these areas during this time frame if the work is conducted without the use of heavy in-water equipment (e.g., dredging equipment) (Activity 8, PDC A8.10).
3. This Opinion does not apply to the installation of metal piles and metal sheet piles by impact hammer in the areas identified as Gulf sturgeon critical habitat migratory restriction zones.
4. The allowable pile and sheet pile driving activities vary depending on the width of the project action area, as described below.
5. Areas that are 0-500 ft wide: In areas up to 500 ft wide, the allowable pile or sheet pile driving activities within the Gulf sturgeon critical habitat migratory restriction zones are:
  - a. Creating a pilot hole for any type of pile using an auger or drop punch
  - b. Trenching a shoreline with mechanical equipment to create a space to install any type of sheet pile and backfilling behind it
  - c. Installing any type of piles and sheet piles by jetting.
6. Areas that are 501-1,400 ft wide: In areas over 500 ft wide, but less than 1,400 ft wide, the allowable pile or sheet pile driving activities within the Gulf sturgeon critical habitat migratory restriction zones are:
  - a. The activities described in 1-3 above, and
  - b. Installing any type of piles and sheet piles by vibratory hammer.
7. Areas over 1,401 ft wide: In areas 1,401 ft wide or wider, the allowable pile or sheet pile driving activities within the Gulf sturgeon critical habitat migratory restriction zones are:
  - a. The activities described in 1-4 above, and
  - b. Installing wood, vinyl, and concrete piles and sheet piles by impact hammer.

## Project Design Criteria (PDCs) for In-Water Noise from Pile and Sheet Pile Installation

### Open Water

The letters A-E in the tables below specify the PDC category. Activities labeled A-D must follow the corresponding PDCs for labeled Category A-D below. Activities labeled E are excluded from this Opinion, as stated in Category E below.

	Trench and	Pilot hole (auger or	Jetting	Vibratory	Impact hammer
Wood piles 14-inch (in) diameter or less when installed via impact hammer and 36-in or less for all other installation methods	A	A	A	A	B
Concrete pile 24-in diameter/width or less in open	A	A	A	A	B
Metal pipe pile 36-in diameter or less	A	A	A	A	E
2 metal boatlift I-beams	A	A	A	A	B
Concrete slab wall- any size	A	A	A	A	B
Vinyl sheet pile- any size	A	A	A	A	B
Metal sheet pile- any size	A	A	A	A	E

### Confined Space

In Florida, we consider the confined space to be any area that has a solid object (e.g., shorelines or seawalls) within 150 ft of the pile installation site and in the U.S. Caribbean we consider confined space to be any area that has a solid object within 260 ft of the pile installation site.

	Trench and	Pilot hole (auger or	Jetting	Vibratory	Impact hammer
Wood pile 14-in diameter or less when installed via impact hammer and 36-in or less for all other installation methods	A	A	A	A	B
Concrete pile 24-in diameter/width or less (5 piles	A	A	A	A	C
Concrete pile 24-in diameter/width or less (6-10	A	A	A	A	D
Metal pipe pile 36-in diameter or less	A	A	A	A	E
2 metal boatlift I-beams	A	A	A	A	B
Vinyl sheet pile – any size	A	A	A	A	B
Concrete slab wall- any size (5 slabs or less	A	A	A	A	C
Concrete slab wall- any size (6-10 slabs installed/day)	A	A	A	A	D
Metal sheet pile- any size	A	A	A	A	E

- A. The Projects identified as A above must comply with PDCs identified for all projects in this Opinion. Specific PDCs related to noise include:**
1. All work must occur during daylight hours only (PDC AP.6).
  2. All construction personnel are responsible for observing water-related activities to detect the presence of these species and avoid them (PDC AP.7).
- B. The projects identified as B above must follow all of the conditions under A, above, **AND** also must limit the maximum number of piles installed per day to no more than 10 piles per day.**
- C. The projects identified as C above must follow all of the conditions under A, above, **AND** also must limit the maximum number of piles installed per day to no more than 5 piles per day.**
- D. The projects identified as D above must follow all of the conditions under A and B, above, **AND** also must abide by one of the noise abatement measures below, as chosen by the applicant:**
1. Bubble curtain: The bubble curtain design must adhere to the guidelines for unconfined and confined bubble curtains described in Appendix B.
  2. Temporary noise attenuation pile (TNAP) also known as a pile isolation casing: The TNAP design must be constructed of a double-walled tubular casing (a casing within a larger casing), with at least a 5-in-wide area between the casings that is dewatered to create a hollow space or 5-in wide area between the casings completely filled with closed-cell foam or other noise dampening material between the walls. The TNAP must be long enough to be seated firmly on the sea bottom, fit over the pile being driven, and extend at least 3 ft above the surface of the water.
  3. The use of any other alternative noise control method must receive prior approval by NMFS and the USACE, as described in Section 2.3.
- E. The projects identified as E are not covered under this Opinion.**

## Attachment X

### North Atlantic Right Whale Federal Regulations Information Handout

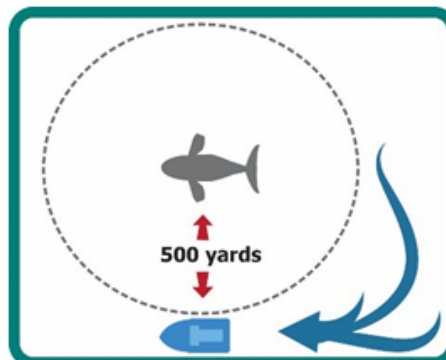
#### Federal Regulations Governing the Approach to North Atlantic Right Whales



1. Federal regulations governing the approach to North Atlantic right whales can be found at 50 CFR 224.103(c). It is illegal to approach and remain within 500 yards of right whales; 500 yards is equal to the distance of 5 football fields.

Prohibitions on approaching right whales are as follows (Excerpts from 50 CFR 224.103(c), available at [www.ecfr.gov](http://www.ecfr.gov)): Unless otherwise lawfully allowed or unless doing so would create an imminent and serious threat to a person or vessel, it is unlawful to:

- (i) Approach (including by interception) within 500 yards (460 m) of a right whale by vessel
- (ii) Fail to undertake required right whale avoidance measures. If underway, a vessel must steer a course away from the right whale and immediately leave the area at a slow safe speed.



2. Updates can be downloaded from:
  - a. [http://www.nmfs.noaa.gov/pr/species/mammals/cetaceans/rightwhale\\_northatlantic.htm](http://www.nmfs.noaa.gov/pr/species/mammals/cetaceans/rightwhale_northatlantic.htm), or
  - b. [www.ecfr.gov](http://www.ecfr.gov)



PROPERTY INFO


PID: 00-2S-22-0000-0005-0060  
 SITUS: 944 BAMBI DRIVE  
 DESTIN, FL 32541  
 LAT: 30.417327  
 LONG: -86.487311

RECORD OWNER

BLASBICHLER H D & CHRISTINE  
 (LIFE ESTATE)  
 PO BOX 222  
 DESTIN, FL 32540-0222

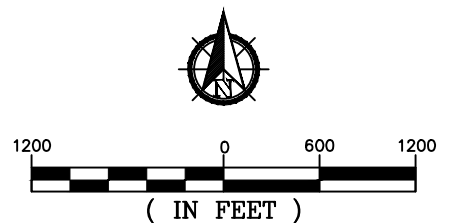
INDEX OF SHEETS

- 1- SITE LOCATION
- 2-PLAN VIEW DEPICTED ONTO AERIAL
- 3-PLAN VIEW
- 4-PROFILE & DETAILS (TYPICAL)



Dieter Blasbichler  
 SAJ-2020-03505  
 Drawings: Page 1 of 4  
 October 15, 2020

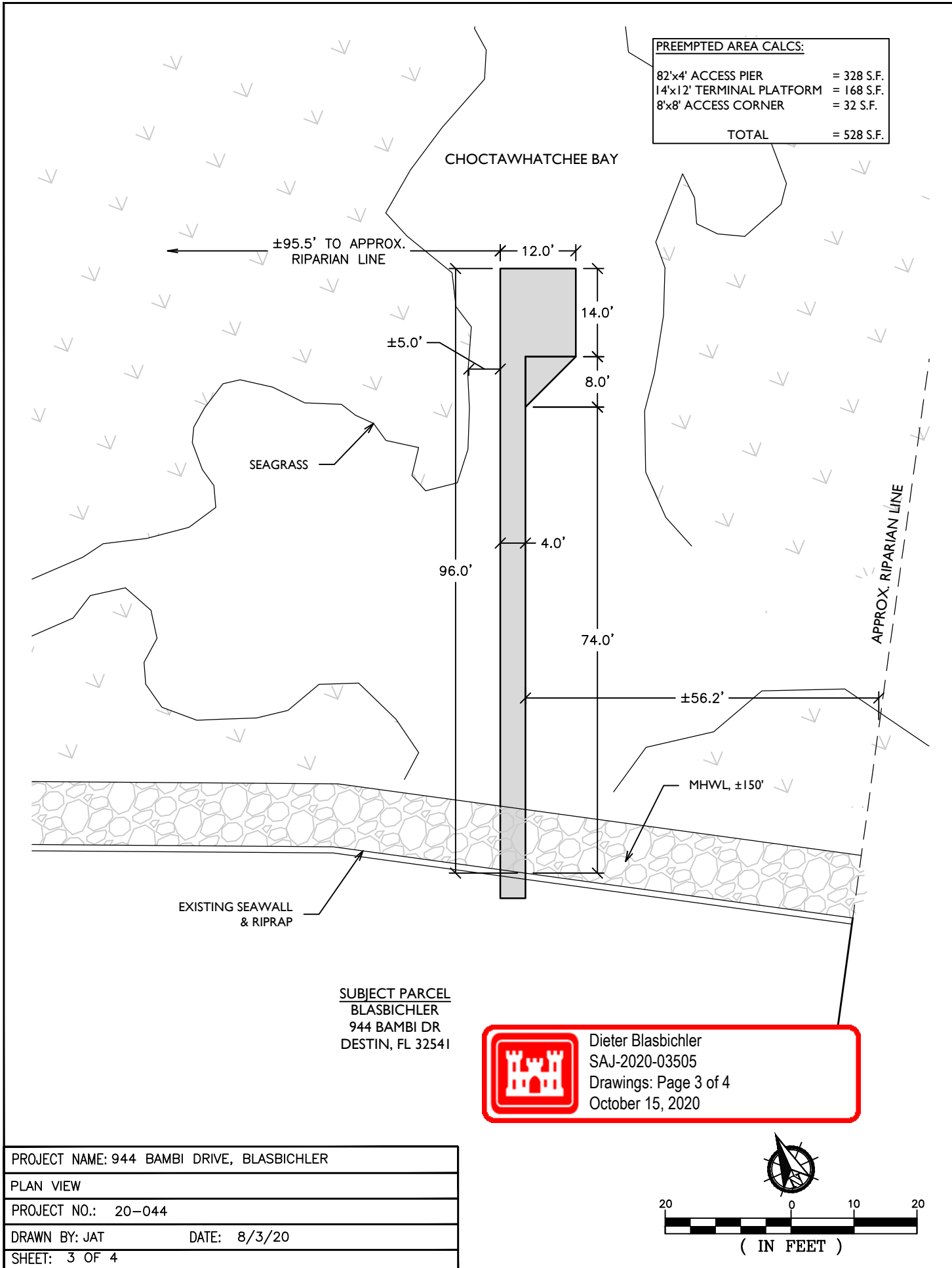
PROJECT NAME: 944 BAMBI DRIVE, BLASBICHLER
SITE LOCATION MAP & SHEET INDEX
PROJECT NO.: 20-044
DRAWN BY: JAT                      DATE: 8/3/20
SHEET: 1 OF 4





PROJECT NAME: 944 BAMBI DRIVE, BLASBICHLER	
PLAN VIEW DEPICTED ONTO AERIAL	
PROJECT NO.: 20-044	
DRAWN BY: JAT	DATE: 8/3/20
SHEET: 2 OF 4	





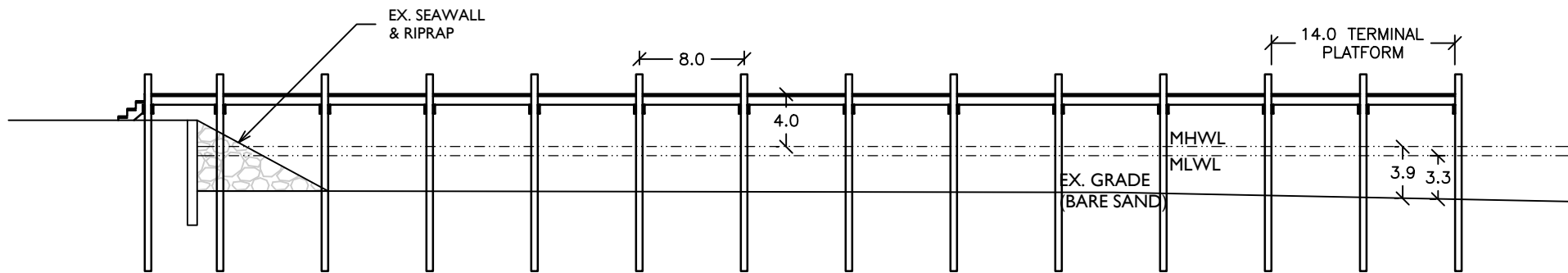
PREEMPTED AREA CALCS:	
82'x4' ACCESS PIER	= 328 S.F.
14'x12' TERMINAL PLATFORM	= 168 S.F.
8'x8' ACCESS CORNER	= 32 S.F.
<b>TOTAL</b>	<b>= 528 S.F.</b>

SUBJECT PARCEL  
 BLASBICHLER  
 944 BAMBI DR  
 DESTIN, FL 32541

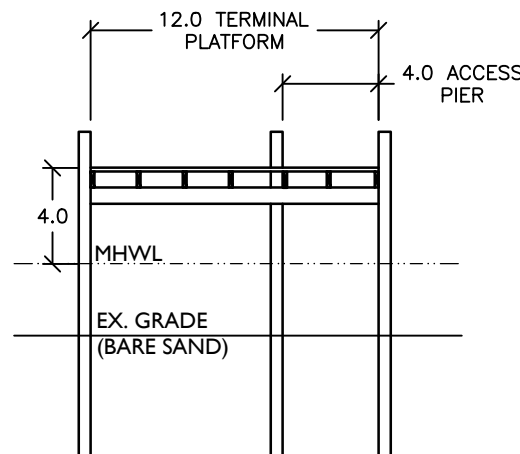
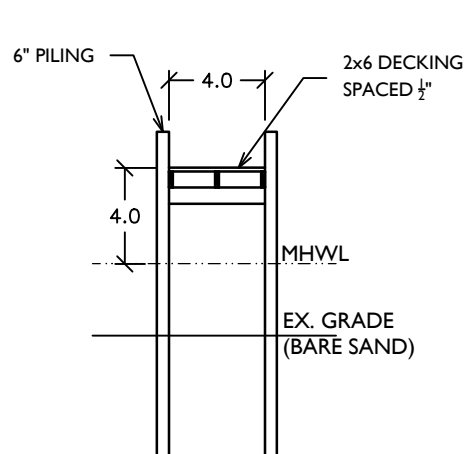
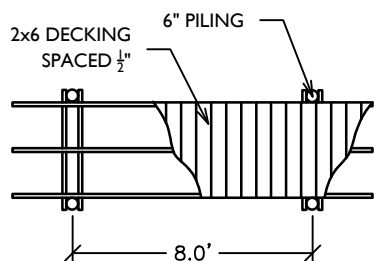
Dieter Blasbichler  
 SAJ-2020-03505  
 Drawings: Page 3 of 4  
 October 15, 2020

PROJECT NAME: 944 BAMBI DRIVE, BLASBICHLER	
PLAN VIEW	
PROJECT NO.: 20-044	
DRAWN BY: JAT	DATE: 8/3/20
SHEET: 3 OF 4	

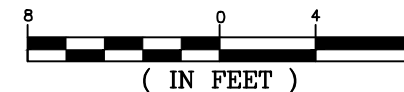




PROFILE (TYPICAL)



DETAILS (TYPICAL)



PROJECT NAME: 944 BAMBI DRIVE, BLASBICHLER	
DOCK PROFILE & DETAILS (TYPICAL)	
PROJECT NO.: 20-044	
DRAWN BY: JAT	DATE: 8/3/20
SHEET: 4 OF 4	



Dieter Blasbichler  
 SAJ-2020-03505  
 Drawings: Page 4 of 4  
 October 15, 2020

## CITY OF DESTIN



# AGENDA ITEM

**COUNCIL MEETING DATE:** January 19, 2021

**TYPE OF AGENDA ITEM:** Consent Agenda

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**TO:** City Council

**THRU:** Lance Johnson, City Manager

**FROM:** Louis Zunguze, Community Development Director  
 Kyle Bauman, City Attorney  
 Lauren Witt, Principal Planner

**DATE:** January 13, 2021

**SUBJECT:** Single-Family Residential Marine Construction Proposed - 952 Bambi Street

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**I. BACKGROUND:** The applicant requests Harbor and Waterways Board and City Council approval for a marine construction project located at 952 Bambi Drive, located within Choctawhatchee Bay, Class II Florida Waters.

The contractor has submitted a permit for ±85 LF of dock, with a covered boathouse, one (1) catwalk, and a 16 X 14 platform. The total project footprint is ±998 square feet.

**II. DISCUSSION:** The proposed marine construction project meets the requirements, of Article 11.05.00, City of Destin Land Development Code, in addition, to including the required 25-foot riparian setback. The proposed marine construction project is consistent with Coastal Management Element Goal 6-1, Coastal Management Element Objective 6-1.1, and Coastal Management Element Policy 6-2.1.3: Project Coastal and Estuarine Environmental Quality and the Shoreline.

**A. Link to Strategic Goals / Objectives:** 1) Enhance Quality of Life. 2) Improve Public Use of Beach, Waterways and Harbor. 3) Enhance and Preserve Heritage and Environment.

**B. Effect on Budget (EOB):** There is not any anticipated effect on the budget.

**C. Level of Service (LOS):** There is not any anticipated effect on Level of Service.

**III. CONCLUSION:** The contractor provided a Florida Department of Environmental Protection Permit (FDEP) File No: 0394092001EE and Army

Corp of Engineers (ACE), Self Cert No. 0394092001EE. City staff reviewed the application and determined that the plans comply with the City Codes and regulations. Specifically, the proposed dock complies with **Article 11.05.01.M, City of Destin Land Development Code, and the Coastal Management Element of the City's Comprehensive Plan (Coastal Management Element Policy 6-1.1.3).**

**HARBOR AND WATERWAYS BOARD RECOMMENDATION:** At a public hearing held on January 11th, 2021, the Harbor and Waterways Board recommended approval of a single-family marine construction project proposed at 952 Bambi Drive, for ±85 LF of dock, with a covered boathouse, one (1) catwalk, and a 16 X 14 platform, subject to the applicant meeting all applicable Federal, State, and, City permit requirements.

**IV. RECOMMENDED MOTION:** We move that City Council approve a single-family marine construction project located at 952 Bambi Drive subject to the applicant meeting all applicable Federal, State, and, City permit requirements.

Attachments:

1. 952 Bambi Dr Permit Application
2. 952 Bambi Dr HWB Application w- Pictures
3. 952 Bambi Dr FDEP Certification



**Community Development Department**  
**Building Division**  
 4200 Indian Bayou Trail, Destin, Fl. 32541  
 Phone: (850) 654-1119 Fax: (850) 460-2171

**Marine Construction Permit Application**

DATE: 10/30/20

JOB SITE ADDRESS: 952 Bambi Dr

NAME OF PROJECT: McGill Dock

PARCEL ID: \_\_\_\_\_ LOT: \_\_\_\_\_ BLOCK: \_\_\_\_\_ SUBDIVISION: \_\_\_\_\_

OWNER OF PROPERTY: Leah McGill

CONTRACTOR COMPANY NAME: LoBello Duhon LoBello

ADDRESS: same

QUALIFIER NAME: Chuck LoBello

CITY, STATE, ZIP: \_\_\_\_\_

STATE LICENSE #: \_\_\_\_\_ COMP#: 6024DO

PHONE: 850 240 8535 FAX: \_\_\_\_\_

ADDRESS: 297 W Miracle Strip Pkwy

MOBILE/CELL: \_\_\_\_\_

CITY, STATE, ZIP: Mary Esther, Fl 32569

FEE SIMPLE TITLEHOLDER (if other than owner): \_\_\_\_\_

PHONE: 850 585 3003 FAX: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: same

CITY, STATE, ZIP: \_\_\_\_\_

MOBILE/CELL: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**All new marine construction requires review by the Harbor & Waterways Board, per Article 11.05.01.A., Land Development Code. This process requires a separate Harbor & Waterways Board Application. After the Board meets to take action on a proposed dock application, its recommendation is forwarded to the City Council for approval or denial. A Marine Construction Permit is also necessary and may be reviewed simultaneously. All applications require a scaled site plan or survey depicting improvements.**

HARBOR & WATERWAYS BOARD HEARING DATE: \_\_\_\_\_ CITY COUNCIL APPROVAL DATE: \_\_\_\_\_ (Provide the information checklist with Mayor or City Council designee signature or City Council meeting minutes.)

DESCRIPTION OF WORK TO BE DONE:

Remove old storm damaged dock and replace with new dock in new footprint (see drawing and aerial)

CATEGORY TYPE:  Residential  Commercial CURRENT CODE: \_\_\_\_\_

PERMIT TYPE:  Bulkhead(seawall)  Dock/Pier  Piles  Boatlift  Boathouse  Boat Ramp  Other: \_\_\_\_\_

CONSTRUCTION TYPE:  New  Repair  Replace  Remove  Relocate  Addition DEP Permit required:  Yes  No

**Marine Contractors must maintain applicable workers' compensation and general liability insurance as required by state and federal law, including but not limited to the provisions of the LONGSHOREMEN'S and Harbor Worker's Compensation Act.**

TOTAL VALUE (MATERIAL & LABOR): 48,000  
 (excluding lot)

**FINAL INSPECTION IS REQUIRED ON ALL PERMITS-Failure to obtain a final inspection may result in legal action.**

Applicants Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicants Printed Name: Chuck LoBello Date: 10/30/20

Reviewed by: Larry Ballard (Building Division) Date: 11/2/20

Reviewed By: \_\_\_\_\_ (Planning Division) Date: \_\_\_\_\_

Reviewed By: \_\_\_\_\_ (Code Compliance Dept.) Date: \_\_\_\_\_

Received By: \_\_\_\_\_ (Initials) Date: \_\_\_\_\_

CITY OF DESTIN - BUILDING DIVISION

PERMIT APPLICATION

NOTICE TO OWNER / CONTRACTOR

JOB SITE ADDRESS: 952 Bambi Dr

NAME OF PROJECT: McGill dock

PARCEL ID: \_\_\_\_\_ LOT: \_\_\_\_\_ BLOCK: \_\_\_\_\_ SUBDIVISION: \_\_\_\_\_

Application is hereby made to obtain a permit to do the work and installation as indicated. **I certify that no work or installation has been commenced prior to issuance of a permit** and that all work will be performed to meet all codes, standards and laws governing construction in this jurisdiction. I also certify that all required insurances for me and any trades are in accordance with state laws. I understand that a separate permit must be secured for **BUILDING, ELECTRICAL WORK, PLUMBING, MECHANICAL, ROOFING, SIGNS, POOLS and Right of Way (ROW) CONSTRUCTION**, etc.

**OWNER / CONTRACTOR AFFIDAVIT:** I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning per State and City of Destin.

If the direct contract is greater than \$2500, the applicant/owner must file a NOTICE OF COMMENCEMENT.

**“WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.”**

**FINAL INSPECTION IS REQUIRED ON ALL PERMITS-Failure to obtain a final inspection may result in legal action.**

Must be signed in presence of a Notary

Signature  
Owner or Agent (including contractor)

STATE OF FLORIDA  
COUNTY OF OKALOOSA

Sworn to (or affirmed) and subscribed before me this  
30 day of 10, 2020

Personally known \_\_\_\_\_ OR

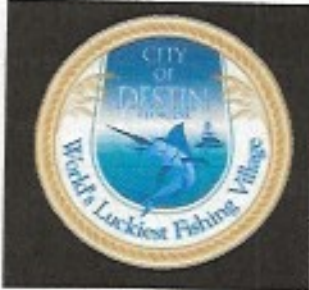
Produced Identification FLDL

Notary Signature as to Owner

SEAL:



SHAWN RUMFELT  
Commission # GG 156178  
Expires October 30, 2021  
Bonded Thru Budget Notary Services



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

## APPLICATION for HARBOR BOARD

Harbor Board meets the 4<sup>th</sup> Monday of each month, all applications must be submitted at least one month prior.

Description of work: construct dock/boat house and boatlift

### 1. APPLICANT INFORMATION:

Name: LEAH McGill

Mailing Address: 952 BAMBI DR DESTIN, FL

Phone: 850-240-8535

Fax: \_\_\_\_\_

Email: LEAH. ~~MC~~ R. MCGILL@gmail.com

### 2. PROPERTY TO BE REVIEWED:

Street Address: same

Parcel ID #: \_\_\_\_\_

3. FEE:    \$50.00 Residential                      Cash, Check, MasterCard or Visa  
              \$100.00 Commercial

Fees must be paid when submitting an application.

### 4. ADDITIONAL DOCUMENTATION REQUIRED:

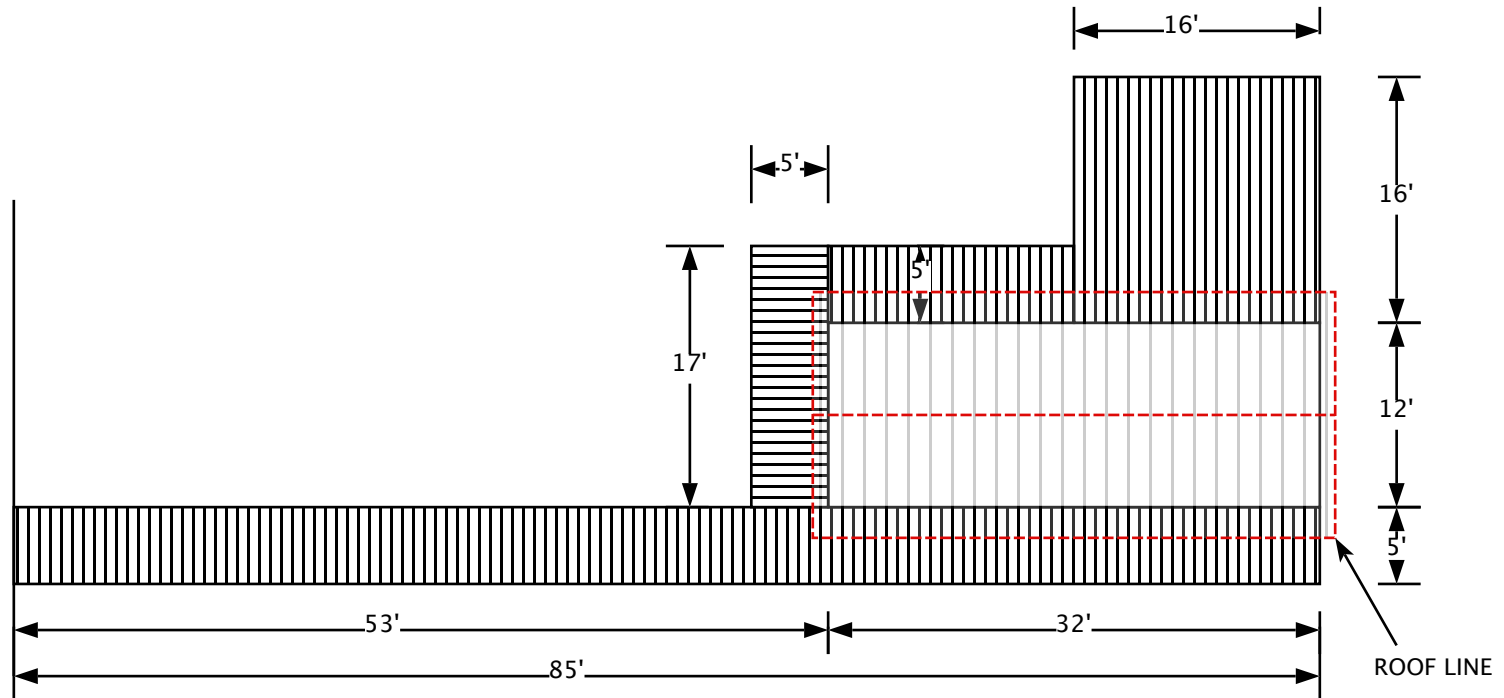
- Complete detailed drawings and site plan.
- Adjacent property owner mailing information.

State and Federal permits required prior to submission for Harbor Board approval. Association approval (if applicable) shall accompany a completed application for a building permit, provided no additional slips are created. (Article 11.05.01B., Land Development Code).

APPLICANT'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

McGILL  
DRAWING 2.5  
952 BAMBI DR.  
998 SF.



L D & L MARINE CONTRACTORS  
297 W. MIRACLE STRP. PKWY  
MARY ESTHER, FL. 32569  
(Chuck LoBello) 850 585 3003 / chuckldl@cox.net  
(Clay Duhon) 850 585 5557 / c3d1@cox.net  
MARINE CONTRACTOR LIC. NO. 11071-0600564



RAPARIAN LINE

RAPARIAN LINE

129'

25'

LEAH MCGILL  
952 BAMBI DR.

55 ft



RAPARIAN LINE

RAPARIAN LINE

129'

25'

LEAH MCGILL  
952 BAMBI DR.

55 ft



FLORIDA DEPARTMENT OF  
Environmental Protection

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

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Noah Valenstein**  
Secretary

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**TERMS AND CONDITIONS**

Self Certification File No.: **0394092001EE**

**Construction Conditions:**

**Private residential single family docks are subject to the following criteria in accordance with [Section 403.813\(1\)\(b\), F.S.](#) The dock to be constructed:**

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

**Boat lifts are subject to the following additional conditions:**

1. Is to be installed in a proposed slip or, at or adjacent to the waterward end of the dock;
2. With other mooring will not result in the mooring of more than two vessels (including jet skis);
3. Will not substantially impede the flow of water, cause water pollution, or create a navigational hazard;
4. Will not be located in areas prohibited for mooring by a previously issued permit or other form of authorization issued by a local government;

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

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

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

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

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

#### **Manatee Conditions:**

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

1. All personnel associated with the project will be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee will advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
2. All vessels associated with the construction project will operate at 'Idle Speed/No Wake' at all times

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

### **Self-Certification Requirements:**

#### **The user agrees to the following:**

1. The information provided herein is true and accurate.
2. **Construction of the project must be completed within one year from the self-certification date.** If the project cannot be completed within that time frame, or the project is to be modified, the Department must be contacted for authorization requirements.
3. Any substantial modifications in the plans for this project must be submitted to the Department for review, as changes may result in a permit being required.
4. This self-certification will automatically expire if site conditions materially change; if the terms, conditions, and limitations of the self-certification are not followed; or if the governing statutes or rules are amended before the project is completed.
5. Department personnel will be allowed to enter the property for purposes of inspecting the project for compliance with the terms and conditions of this self-certification.



FLORIDA DEPARTMENT OF  
Environmental Protection

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

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Noah Valenstein**  
Secretary

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

Self Certification File No.: **0394092001EE**

**Verification that the project meets the Project Design Criteria:**

You have verified that the project meets the Project Design Criteria (attached in a separate document), and have authorized FDEP to send a copy of this verification to the Corps on your behalf.

**General Conditions:**

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

**Further Information:**

1. Limits of this authorization:
  - a. This permit does not obviate the need to obtain other Federal, State, or local authorizations required by law.
  - b. This permit does not grant any property rights or exclusive privileges.
  - c. This permit does not authorize any injury to the property or rights of others.
  - d. This permit does not authorize interference with any existing or proposed Federal projects.
2. Limits of Federal Liability. In issuing this permit, the Federal Government does not assume any

liability for the following:

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

### **Manatee Conditions:**

1. All personnel associated with the project will be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee will advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
2. All vessels associated with the construction project will operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
3. Siltation or turbidity barriers will be made of material in which manatees cannot become entangled, will be properly secured, and will be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

4. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.
5. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at **ImperiledSpecies@myFWC.com**.
6. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads Caution: Boaters must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at [MyFWC.com/manatee](http://MyFWC.com/manatee). Questions concerning these signs can be sent to the email address listed above.



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Environmental Protection

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**TERMS AND CONDITIONS**

Self Certification File No.: **0394092001EE**

**Construction Conditions:**

**Private residential single family docks are subject to the following criteria in accordance with [Section 403.813\(1\)\(b\), F.S.](#) The dock to be constructed:**

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

**Boat lifts are subject to the following additional conditions:**

1. Is to be installed in a proposed slip or, at or adjacent to the waterward end of the dock;
2. With other mooring will not result in the mooring of more than two vessels (including jet skis);
3. Will not substantially impede the flow of water, cause water pollution, or create a navigational hazard;
4. Will not be located in areas prohibited for mooring by a previously issued permit or other form of authorization issued by a local government;

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

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

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

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

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

### **Manatee Conditions:**

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

1. All personnel associated with the project will be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee will advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
2. All vessels associated with the construction project will operate at 'Idle Speed/No Wake' at all times

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

### **Self-Certification Requirements:**

#### **The user agrees to the following:**

1. The information provided herein is true and accurate.
2. **Construction of the project must be completed within one year from the self-certification date.** If the project cannot be completed within that time frame, or the project is to be modified, the Department must be contacted for authorization requirements.
3. Any substantial modifications in the plans for this project must be submitted to the Department for review, as changes may result in a permit being required.
4. This self-certification will automatically expire if site conditions materially change; if the terms, conditions, and limitations of the self-certification are not followed; or if the governing statutes or rules are amended before the project is completed.
5. Department personnel will be allowed to enter the property for purposes of inspecting the project for compliance with the terms and conditions of this self-certification.

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**Receipt for Submission**

**SELF-CERTIFICATION FOR A PROJECT AT A  
PRIVATE, RESIDENTIAL SINGLE-FAMILY**

**10/29/2020**

Self-Certification File No.: **0394092001EE**

File Name: **952 Bambi Dr Destin, FL 32541 - Self Cert Exempt Dock with Boat Lift(s) (General)**

Dear **Charles LoBello**: On **10/29/2020** you used the Florida Department of Environmental Protection's electronic Self Certification Process to certify compliance with the terms and conditions of the Federal State Programmatic General Permit (SPGP) Self Certification Process for a project at private, single-family residence located at:

LAT - Degrees: **30** Minutes: **25** Seconds: **2.7631**  
LONG - Degrees: **-86** Minutes: **29** Seconds: **17.0325**  
SITE ADDRESS: **952 Bambi Dr Destin, FL 32541**  
COUNTY: **Okaloosa**

For:  
**Charles LoBello**  
**297 W Miracle Strip Pkwy Mary Esther, FL 32569**

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

1. Qualify for a regulatory exemption under Section 403.813(1)(b) of the Florida Statutes (F.S.) and Chapter 62-330, Florida Administrative Code (F.A.C.). As such, it is exempt from the need to obtain a DEP Environmental Resource Permit.;
2. Qualify for Consent by Rule or Letter of Consent (as applicable) under Chapter 253, F.S. and Chapter 18-21, F.A.C. (and Chapter 258, F.S. and Chapter 18-20, F.A.C., if applicable), when the project is located on submerged lands owned by the State of Florida.

Your Self-Certification is based solely on the information you provided under this process, and applies only to the statutes and rules in effect when your certification was completed. The certification is effective only for the specific project proposed, and only if the project is constructed, operated, and maintained in

conformance with all the terms, conditions, and limitations stated in the Self-Certification Process. In addition, any substantial modifications in your plans should be submitted to the Department for review, as changes may result in a permit being required.

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

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

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

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

The authorization must be visibly posted during all construction activities.

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

### **FEDERAL STATE PROGRAMMATIC GENERAL PERMIT (SPGP)**

You have certified that the project you propose to construct at the above location meets all the conditions of the SPGP Self-Certification Process and will be built in conformance to those conditions (attached for reference). Your proposed activity as certified is in compliance with the SPGP program. U.S. Army Corps of Engineers (Corps) Specific conditions apply to your project, attached. **No further permitting for this activity is required by the Corps. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.**

**Notifications to the Corps.** For all authorizations under this SPGP V-R1, including Self-Certifications, the Permittee shall provide the following notifications to the Corps:

1. Commencement Notification. Within 10 days before the date of initiating the work authorized by this permit or for each phase of the authorized project, the Permittee shall provide a written notification of the date of commencement of authorized work to the Corps
2. Corps Self-Certification Statement of Compliance form. Within 60 days of completion of the work authorized by this permit, the Permittee shall complete the "Self-Certification Statement of Compliance" form (attached) and submit it to the Corps. In the event that the completed work deviates in any manner from the authorized work, the Permittee shall describe the deviations between the work authorized by this permit and the work as constructed on the "Self-Certification Statement of Compliance" form. The description of any deviations on the "Self-Certification Statement of Compliance" form does not constitute approval of any deviations by the Corps.
3. Permit Transfer. When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date the enclosed form.
4. Reporting Address. The Permittee shall submit all reports, notifications, documentation, and

correspondence required by the general and special conditions of this permit to the following address.

1. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL, 32232-0019.
2. For electronic mail: [SAJ-RD-Enforcement@usace.army.mil](mailto:SAJ-RD-Enforcement@usace.army.mil) (not to exceed 10 MB). The Permittee shall reference this permit number, SAJ-2015-2575 on all submittals.

This SPGP Self-Certification is based solely on the information you provided under this process, and applies only to the statutes and rules in effect when your certification was completed. You have recognized that your certification is effective only for the specific project proposed, and provided the project is constructed, operated, and maintained in conformance with all the terms, conditions, and limitations stated in the SPGP Self-Certification Process. This Self-Certification will not apply if any substantial modifications are made to the project. You agree to contact the Department for review of any plans to construct additional structures or to modify the project, as changes may result in a permit being required.

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

1. construction of the project is not completed by midnight, July 25, 2021, unless construction commenced or a contract to construct was executed before July 25, 2021, in which case the time limit for completing the work authorized by the SPGP ends at midnight, July 25, 2022. However, in no case can construction continue for more than one year beyond the Self-Certification date;
2. site conditions materially change;
3. the terms, conditions, and limitations of the Self-Certification are not followed; or
4. the governing statutes or rules are amended before construction of the project.

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

If you have any questions, please contact your local Department District Office. Contact information can be found at:

[https://floridadep.gov/sites/default/files/SLERC\\_contacts\\_web\\_map\\_01-2017\\_0.pdf](https://floridadep.gov/sites/default/files/SLERC_contacts_web_map_01-2017_0.pdf).

For further information, contact the Corps directly at:

<https://www.saj.usace.army.mil/Missions/Regulatory.aspx>. When referring to your project, please use the SPGP Self-Certification file number listed above.

Authority for review - an agreement with the U.S. Army Corps of Engineers entitled Coordination Agreement between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection State Programmatic General Permit, Section 10 of the Rivers and Harbor Act of 1899 and Section 404 of the Clean Water Act.

## **ADDITIONAL INFORMATION**

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

If you have any questions or issues with the attached documents, please contact your local Department District Office:

Northwest District

[NWD\\_ERP\\_Applications@FloridaDEP.gov](mailto:NWD_ERP_Applications@FloridaDEP.gov)

Sincerely,

Florida Department of Environmental Protection.

**Attachments:**

FDEP Terms and Conditions

SPGP Terms and Conditions

Project Design Criteria