REGULAR MEETING
DESTIN CITY COUNCIL
APRIL 5, 2021
ANNEX COUNCIL CHAMBERS
6:00 PM

*****Core Value of the Month - Transparency*****

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 March 15, 2021 Council Executive Session
   B. Approval of minutes of February 16, 2021 Regular City Council Meeting

2. **PROCLAMATIONS / RECOGNITIONS / **SPECIAL PRESENTATIONS / ANNOUNCEMENTS** (No public comments)
   A. Funding Request from Emerald Coast Fitness Foundation
   B. Presentation of the Public Works & Safety Committee's 2021-2022 Work Plan

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. Land Development Code - Update
   B. Evaluation of the Impacts of the Cross Town Connector at Intersection of US 98/Stahlman Ave
   C. Resolution 21-03 - Transportation Regional Incentive Program (TRIP) Agreement - Crosstown Connector EN615
   D. Zerbe/Calhoun Phase 2 Project
   E. Pine Street Safety Concerns
   F. Captain Royal Melvin Heritage Park and Plaza Kayak Launch
   G. Paid Parking Pay Station Update
   H. Council Contingency Account Status Update
   I. Zerbe-Calhoun Pedestrian Improvements Project, Boardwalk section
   J. Announcements:

5. PUBLIC HEARINGS

A. Curtis Gwin of Indian Bayou West, LLC is requesting approval of a Major Development Order and Major Subdivision identified as "Indian Bayou West'. The project consists of an 86-lot residential subdivision. The proposed project is located at 1 Country Club Drive East (Parcel ID: 00-2S-22-0000-0046-0000). The site consists of approximately 69.16 acres.

B. First reading of Ordinance 21-02-LC - Amending the official Zoning Map as referenced in the Land Development Code, **Section 7.12.01(A)2** Zoning Maps to include a change in the zoning designations of the parcels from Low Density Residential - Village (LDR-V) to Residential, Office and Institutional-Village Residential (ROI-VR)

C. First reading of Ordinance 21-04-PC - Amending Comprehensive Plan: 2020, Chapter 1 - Future Land Use Element related to building heights to provide for consistency with the City Charter

D. First reading of Ordinance 21-05-PC - Amending Comprehensive Plan: 2020 Chapter 1 - Future Land Use Element, Policy 1-2.1.4 relating to roofing and roof pitch

E. First reading of Ordinance 21-06-LC - Amending Article 7 of the Land Development Code - *Land Use, Type, Density*, *Intensity, Zoning and Regulatory Controls*; amending Table 7-2 - *Table of Allowable Uses* to include police protection and fire protection as a conditional use in all city zoning districts; providing for consistency with the City's Comprehensive Plan

F. First reading of Ordinance 21-07-LC - Relating to preserving the historic Zerbe-Calhoun area within the City of Destin; amending Article 7 of the Land Development Code - *Land Use, Type, Density, Intensity, Zoning and Regulatory Controls* to create a Zerbe-Calhoun historic district overlay

6. *CONSENT AGENDA (No public comments)

A. FY21 Renewal & Replacement, Public Works, F250 4x4

B. Removal and Replacement of Boardwalks behind AJ's and Galati's Project

C. Immanuel Anglican Church and the Destin Week of Blessings Committee request to waive parking fees at Marler Parking Lot for the 2021 Blessing of the Fleet

D. Destin Fire Control District Exercises at Shore at Crystal Beach Demo Parcel

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

A. Councilmember Braden

B. Councilmember Ramswell

1) Funds for Watersports Safety Videos
2) Norriego Point Update

C. Councilmember Destin

D. Councilmember Overdier

E. Councilmember Hebert

F. Councilmember King

1) Nomination/ Appointment of Mr. Jim Bagby to the Board of Adjustment

G. Councilmember Schmidt

1) Project Management Protocols
2) City COVID-19 Response

3) Cemetery Plots
4) Airport Road/US Hwy 98 Turn Lane Notice

5) Nomination/Appointment of Mr. Harvey Hurst to the Harbor & Waterways Board

H. Mayor Gary Jarvis

I. Land Use Attorney

1) Harbor Capacity Study Steering Committee recommendation to widen and move the harbor channel - Request authorization from City Council

J. City Attorney

8. PUBLIC COMMENTS

ADJOURNMENT

All items listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and may be considered separately.

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

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

If a person decides to appeal any decision made by the Council with respect to any matter considered at this meeting, he/she may need a record of the proceedings, and for such purpose, he/she may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. FS 286.0105.

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

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

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

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

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

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

MINUTES
EXECUTIVE SESSION
CITY COUNCIL
MARCH 15, 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 Johnny King
Councilmember Prebble Ramswell
Councilmember Skip Overdier
Councilmember Dewey Destin

Staff Present

City Manager Lance Johnson
City Clerk Rey Bailey
IT Specialist James Lauria
City Attorney Kyle Bauman
Land Use Attorney Kimberly Kopp
Special Counsel William G. Warner

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:

***Destin Fishing Fleet, Inc., v. City of Destin,* Okaloosa County Court Case No. 2019-CA-000425-F, in the Circuit Court of the First Judicial Circuit, in and for Okaloosa County, Florida**

Mayor Jarvis convened the meeting and announced that:

"This session of the Destin City Council is hereby convened as noticed by publication in a newspaper of general circulation, The Daily News, on Thursday, March 11, 2021.
The Land Use Attorney stated as follows:

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

***Destin Fishing Fleet, Inc., v. City of Destin,* Okaloosa County Court Case No. 2019-CA-000425-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: ***William G. Warner, Esq.***
Warner Law Firm, P.A.
519 Grace Avenue
Panama City, Florida 32401

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

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

City Manager ***Lance Johnson"***

The Land Use Attorney continued:

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 Johnny King
- Councilmember Terésa Hebert
- Councilmember Skip Overdier
- Councilmember Dewey Destin
- Councilmember Prebble Ramswell
- Councilmember Rodney Braden

The Land Use Attorney continued:

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

Mayor Jarvis stated:

"At this time, we will recess the public portion of tonight's meeting and convene the executive session.

Executive Session

Discussion of the lawsuit.

Executive Session ends

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

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

Councilmember Hebert moved to petition to dismiss, and to include other motions the City's attorneys may find appropriate to prevail in the case; seconded by Councilmember Ramswell. Motion passed 7-0 (Council members Schmidt, King, Hebert, Overdier, Destin, Ramswell, and Braden voted "yes").

2. ADJOURN

Having no further business at this time, the Mayor adjourned the meeting at 6:15 PM.

ADOPTED THIS 5TH DAY OF APRIL 2021
By:

_____

Gary Jarvis, Mayor

ATTEST:

_____

Rey Bailey, City Clerk

MINUTES
REGULAR MEETING
DESTIN CITY COUNCIL
FEBRUARY 16, 2021
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)
Councilmember Prebble Ramswell
Councilmember Kevin Schmidt
Councilmember Dewey Destin

Destin City Staff

City Manager Lance Johnson
Deputy City Manager Webb Warren
Deputy Public Services Director John Hart
Public Information Manager Catherine Card
Finance Director Krystal Strickland
Grants/Project Manager Jeffrey Cozadd
Community Dev. Director Louis Zunguze
Code Compliance Manager Joey Forgione
City Land Use Attorney Kimberly Kopp
City Clerk Rey Bailey
Public Services Director Michael Burgess
City Engineer Donald Smith
Parks/Recreation Director Lisa Firth
Code Compliance Officer David Bazylak
IT Specialist James Lauria
HR Manager Nichole DeVito
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

Councilmember Ramswell requested that the topic "*Waterway Rental Safety Committee*" be added under her name on the agenda.

Motion by Councilmember Ramswell, seconded by Councilmember Overdier, to approve the agenda, as amended, passed 6-0 (Council members Schmidt, King, Hebert, Overdier, Destin, and Ramswell voted "yes"; Councilmember Braden was absent from the meeting).

1. APPROVAL OF MINUTES

A. Approval of minutes of January 25, 2021 Council Strategic Visioning Session

Motion by Councilmember Hebert, seconded by Councilmember Overdier, to approve minutes of January 25, 2021 Council Strategic Visioning Session passed 6-0

(Council members Schmidt, King, Hebert, Overdier, Destin, and Ramswell voted "yes"; Councilmember Braden was absent from the meeting).

2. PROCLAMATIONS / RECOGNITIONS / SPECIAL PRESENTATIONS / ANNOUNCEMENTS

A. The Mayor's State of the City Presentation

Mayor Gary Jarvis delivered the annual State of the City Address.

STATE OF THE CITY - 2021

The Mayor recognized the following officials in attendance:

- *Councilman Rodney Braden*
- *Councilman Dewey Destin*
- *Councilwoman Terésa Hebert*
- *Councilman Johnny King*
- *Councilman Skip Overdier*
- *Councilwoman Prebble Ramswell*
- *Councilman Kevin Schmidt*

The Mayor discussed City staff accomplishments:

2020 has certainly been a challenging year that has compelled local leaders, community members and businesses alike to respond to the COVID-19 global pandemic. As I look back on all the obstacles, we have overcome in 2020, I am extremely proud of the strong leadership and resiliency of our council and staff.

Under the guidance and leadership of our city manager and deputy city manager, staff continues to work hard to help ensure we can accomplish our goals and objectives in these difficult times. During our visioning session, City Council and staff reviewed accomplishments, current projects, potential initiatives and refining a vision for Destin's future.

Tonight, we will reflect on the actions our City Council and staff have taken as well as the new services we have offered to ensure the safety of our community as well as our achievements and vision for the future of Destin.

Throughout this past year, amidst a Pandemic, our entire Destin Team has worked together to create a vision for this City, and this vision became an ambitious strategic plan for 2020.

This annual strategic plan provides all team members the guidance they need on prioritizing current and future initiatives and projects throughout the organization. This plan also focuses on protecting and enhancing our Destin brand. We are well on our way in accomplishing many of the objectives in our strategic plan as we move into 2021.

The Destin City Council #1 objective has been an extremely bold beach acquisition initiative. We started with a $2 million dollar commitment by our City Council and now have over $22 million committed, most of the acquisition funding coming from tourist tax dollars. We have achieved great success in acquiring 2 beach parcels with a third parcel in the works to expand the Shore at Crystal Beach Park.

The most exciting news is we are not done. We continue to work with the Trust for Public Land to acquire additional gulf-front property. Additionally, we continue to seek external funding sources for future acquisitions that will be forever entrusted for public use.

I would like to recognize all the hard work and thank the partnerships we have established between the City of Destin, Okaloosa County Board of County Commissioners, Okaloosa County Tourist Development Council and the Trust for Public Land.

*The **Information Technology**, **Community Development**, and **Code Compliance** departments have been hard at work to implement COMPASS (**COM**munity **P**ermitting **A**nd **S**upport **S**ystem). This EnerGov system is on target to go live in early 2021 and will provide operational transparency to customers and the public. Our city staff has put in hundreds of hours into this program on top of their normal duty requirement. COMPASS will allow our customers access a self-service portal to submit digital applications online and view the status of applications as well as the results of building inspections. Thus, eliminating the need for customers to submit paper applications and plan sets.*

*In March of 2020, we hired a **Projects/Grants/and Contracts Manager**, who has done a tremendous job in streamlining how we manage city projects by creating a project review team to help improve project implementation. And has tackled the huge challenge of overseeing the cities grants, contracts, and managing about $41 million dollars in external funding over the next few years.*

*Daily, our **City Clerk** staff is in constant communication with our citizenry to help assist in their needs, responds to a significant number of public records requests and working with IT to allow us to continue to virtually host many of our public meetings in the COVID-19 world. And hard at work orienting our new council and committee members to their new positions.*

*The **Finance Department** is building a financial system that will drastically improve how we are able to plan, process and deliver services to our internal and external customers. Their goal is a more transparent government for our residents. Our finance director and staff are working hard to align our budget process to work in harmony with our strategic goals and objectives.*

***Human Resources (HR)** continues to work tirelessly to recruit and retain talent as well as to help facilitate constant change in this new world. HR is also currently studying the market to ensure our compensation packages are competitive with similar cities. In 2020, one of HR's greatest challenges was keeping our staff safe during this Pandemic and to keep the City open for business. They accomplished this by developing Business Operations Guidance & Telecommuting policies to assist in preventing workplace risk and exposures due to COVID-19.*

By focusing on employee's health, near and long term it helps the City keep our medical costs low and our workforce healthy.

*Our **IT Department** and **Public Information** Office continue to be innovative and serve not only our organization but serve our community as well. Both departments are working extremely hard to keep the public informed with the many changes taking place. They have also been instrumental in the unveiling of the City's new and improved website by adding additional features to share news and updates with the public we serve.*

*The **Community Development** Staff accomplished two of the major strategic goals of the City Council. First, they successfully completed the alignment of the City's Comprehensive Plan, Future Land Use Map (FLUM), and Zoning Map. Second, they have completed the preparation of the City's Wayfinding Master Plan – which is the cornerstone of City Council's strategic goal of creating the Destin Brand.*

*In addition, they have been key, along with the **City Land Use Attorney**, with development of ordinances to include regulating the heights of buildings in the City; and protecting the City's right of ways (ROW) with waterfronts – to preserve and enhance the City's unique waterfront and beach views.*

*During the Covid-19 pandemic, **Community Development** staff implemented innovative ways to continue to provide the full range of development services to the residents and development community of the City.*

The Department is proud to note that in 2020 they processed a total of:

41 – Major Plan Reviews (Development Orders)
2,932 – Permits issued
1,977 – Business Tax Receipts (Active)
4,482 – Inspections performed

Total Valuation of Permits and Projects: $98,526,951.37

In 2021, the Community Development staff has two important initiatives. First, they will be implementing the automation of the Community Development Project Review and Permitting Processes, which will help making development processes seamless and user friendly for the development community and residents. Second, the staff will be undertaking a complete update of the City's Land Development Code (LDC) – aimed at updating the City's development standards and requirements, so that they dovetail with the City's development vision in the Comprehensive Plan.

Community Development staff are also working hard to implement the City's strategic plan, updating the City's stormwater master plan and the undergrounding of the City's utility lines. In addition, the staff is also overseeing the redesign of the Cross-Town Connector from a 4-lane to a 2-lane roadway facility.

Despite dealing with unique operational and external challenges, the Community Development Department continues to provide development services to the residents of this great City.

***Code Compliance** continues to increase the quality of life of Destin residents and visitors by strengthening our community outreach and gaining voluntary compliance through education of all city ordinances. To provide for the safety, health, and welfare of our citizens, this department has increased staffing; and all are seeking to become dual certified Florida Code Officers and parking enforcement specialists. In 2020, Code Compliance responded to over 13,000 calls for service relating to land use, rental registrations, harbor and waterways, livery vessels, beach management and parking compliance to name a few. In addition to our harbor patrol, Code Compliance added a night shift officer during peak times. Overall, we are maintaining a 90% compliance rate.*

***The Public Works Department** act as stewards of our beautiful City and promotes the safety of its citizens and our visitors though the ongoing maintenance and improvement of our critical infrastructure. Public Works staff have forecasted needed improvements over the next 5 years to include building upgrades, parking improvements, road resurfacing, road restriping and works to fulfill the City's strategic goal of having a walkable and bike-able community by the additions of new and widened pathways.*

This department is also busy overseeing studies to improve pedestrian safety and traffic flow within our City and they coordinate our Adopt-A-Street program that encourages citizen involvement.

***Public Works** is also instrumental in hurricane preparations to ensure our community is ready in the event of a natural disaster and are responsible for monitoring water quality to protect and preserve our natural resources.*

*Regardless of COVID, our **library** has found ways to serve our community. During the summer, the library initiated curbside service where staff curated grab bags of materials, specifically age tailored for patrons to pick-up, they created interactive and self-directed educational programs to help people while social distancing and provided virtual story time. Staff added new online resources such as the Encyclopedia Britannica to make information available 24/7. To improve library operations, staff submitted a grant application to the Institute for Museum and Library Services and was awarded over $75,000 in funding to update the library's technology. Soon the Library will have kiosks that patrons can use to self-checkout books and Samsung tablets for faster service and to improve social distancing. The library's tag line is "Empowering Possibilities" and always striving to be an integral part of Destin.*

***Parks and Recreation** continues to find ways to ensure our residents and visitors can access safe but fun environments where for many, exercise and being outdoors is a distraction from day-to-day isolation. Staff has been instrumental in providing new recreational components to enhance the City's brand and working hard to maintain all our beautiful parks. We are excited about our newest park – Captain Leonard Destin and look forward to the redevelopment of Joe's Bayou, development of Captain Royal Melvin Heritage Park, the renovation of Clement*

Taylor Park and Phase III addition of recreational components to Norriego Point Park, so stay tuned!

CLOSING:

Each year, council, staff and the public, have the opportunity to collaborate during a visioning session, which give us the opportunity to refine the direction of the City. We will now embark on a strategic plan for 2021. As we move forward with our priorities in 2021, we will continue our ambitious public beach initiative and will launch our Compass System to improve customer service. As we see our vision into the future, we will focus at opportunities for a city center, the viability of a City marina and continue to support our amazing City staff. I want to recognize and thank TEAM DESTIN made up of our council, administration, staff, volunteers, and committee members for their dedication to making Destin a better place to live, work and play.

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

We have overcome major challenges, and it's all because of Team Destin. We've faced new challenges and overcome them with efficiency and excellence. Through perseverance, teamwork, fresh "out of the box" concepts and ideas, and new technology, Destin is continually striving forward and will be an organization that others will look to as an example.

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

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

Mr. Ken Wampler, a Destin resident, noted that the United States Department of Interior Fish and Wildlife Service (USFW) has previously determined that an error exists associated with the western boundary line of Henderson Beach State Park or Otherwise Protected Area (OPA) Unit P32P of the Coastal Barrier Resources System (CBRS). In or around 1995, the federal government inadvertently shifted its boundaries for the Henderson Beach State Park approximately 100 yards to the west, resulting in certain private property owners being unable to obtain federal insurance on privately owned property. The USFW has issued a notice in the Federal Register a 60-day public comment period for draft revised boundaries that will close on March 5, 2021. He urged the Council to send a letter of support to the USFW draft revised boundaries for the John H. Chafee CBRS units prior to March 5, 2021.

Councilmember Overdier moved that the City of Destin sends a letter of support to the United States Department of the Interior for the draft revised boundaries for the John H. Chafee Coastal Barrier Resources System units; seconded by Councilmember Hebert.

Councilmember Ramswell recommends the Land Use Attorney reviews the materials provided on the subject and inform the Council of any issues before the first Council meeting in March.

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

4. CITY MANAGER REPORTS

A. Capital Project Status

Finance Director Krystal Strickland provided a summary of the current capital improvement projects, including status and year-to-date expenditures and encumbrances. She stated that governmental funds are accounted for on a modified accrual basis.

B. Operations Financial Report

Ms. Strickland briefly discussed status of year-to-date budget versus actual budget for the General Fund and the two community redevelopment areas. She stated that projects are moving along in time, and that there are no significant issues to report.

Councilmember Schmidt inquired as to the status of the $30,000 previously budgeted for construction of pickleball courts; noting that the report shows that amount has been reduced to $1,500.

According to Ms. Strickland, an internal budget transfer was made to similar project within the Parks and Recreation Department.

According to Parks and Recreation Director Lisa Firth, it was determined that the money initially budgeted for pickleball courts was not nearly enough once they identified possible location and the number of pickleball courts they wish to construct. The approximate amount was $110,000. And since at that time, they needed more funding for the Destin Little League batting cages at Dalton-Threadgill Park, Council approved to reallocate some of the money for that purpose.

Councilmember Ramswell requests bringing back potential funding sources for pickleball courts for Council to consider.

Councilmember Hebert asked if there were any other courts in Destin with which they could have cross functional uses since the pickleball courts at the community center are always full.

Ms. Firth noted there were two outdoor tennis courts at Buck Destin Park which they have converted to pickle ball courts. She also pointed out there are still spaces available at the pickleball courts at the community center. There is a fair amount of people interested in playing, but it is not something a lot of the people want to do at this time due to the pandemic. She added they are continuing to look for possible pickleball sites in Destin.

C. Submerged Land Lease Application for Norriego Point

According to the City Attorney, they were directed by Council to submit a submerged land lease application to the Florida Department of Environment Protection (FDEP). The proposed application extends around the entire Norriego Point Park and includes an area of submerged land adjacent to dry sand that has accreted or avulsed to an area on the harbor side of 1 Gulf Shore Drive. He continued that demonstration of a sufficient upland interest is generally a necessary condition to obtaining a lease to any submerged land. The history of the dry sand adjacent to 1 Gulf Shore Dive is not completely settled. Currently, the City has no recognized interest in this accreted or avulsed dry sand. Moreover, a development application relating to this submerged land is currently pending before the City. At a minimum, inclusion of the submerged land adjacent to the accreted or avulsed dry sand in any formal application is a potentially significant legal risk. At this time, they have significant concerns relating to the inclusion of the dry sand that has accreted or avulsed adjacent to 1 Gulf Shore Drive in the application.

Councilmember Overdier asked how applying for submerged land lease would benefit the City.

The City Attorney explained that the Council's initial stated purpose for the submerged land lease application was about protecting the swimmers in the embayments, increasing public safety and public interest. Issues developed between the City and FDEP relating to swimmers' accessibility versus boaters' accessibility in the embayments; which was later resolved. He continued that if Council decides to go forward with the application, they may possibly need to provide better descriptive narrative to FDEP to secure the submerged land lease. The application generally requires the applicants to specifically state what they intend to do with the property.

Councilmember Overdier asked how likely it would be for FDEP to grant them the submerged land lease if they include a private property in the application.

According to the City Attorney, it is highly unlikely because FDEP already recognizes the property owner as having sufficient upland interest, and that t is doubtful for FDEP to consider the City to also have sufficient upland interest necessary to grant the lease of the submerged land.

Councilmember Overdier asked how they ended up including the private property in their submerged land lease application.

Councilmember Ramswell noted that she made the original motion for the City to apply for the submerged land lease. There was sand that has accreted or avulsed in that particular area. She continued that when they look at property lines and property boundaries, the accreted or avulsed sand is beyond the deeded property line boundary. One of the goals in terms of expanding the surveying effort was to try to determine who owns the sand. Surveyors are trying to determine property lines looking at deeds and the legal descriptions, which is why it has taken over a year to complete this task. Different deeds have different information, and that there are some discrepancies.

According to the City Attorney, there are a lot of competing boundary issues in the immediate area to include the accreted or avulsed sand. If the City were to establish superior title to that property, it may have to be through some sort of legal action. He does not believe the City has reasonable basis to pursue such an action because accreted or avulsed sand generally accretes to the State's benefit, not the municipality or the county in which that land would fall.

Councilmember Schmidt stated that he would support going forward with the submerged land lease application, but which does not include the private property. He continued they will have an amazing park, with a lot of people visiting this park. They need to be able to place buoys, ropes, and other necessary safety measures to protect the people.

Councilmember Ramswell noted that since the City has the deeded ownership of Norriego Point, they have the responsibility of maintaining, managing, and controlling it; and since boat activity will be allowed in the northernmost embayment, they will need to do something in the future to help control that situation and ensure safety.

Councilmember Schmidt moved to direct the City attorneys and staff to proceed with the submerged land lease application to only include the Norriego Point Park. Councilmember Ramswell provided a second to the motion.

Mayor Jarvis commented that the main reason for Council's direction to submit the submerged land lease application was to control the embayments. Part of the Memorandum of Understanding the City entered into in 2012 was for those embayments to be used for all activities, such as swimming and boating. Because of safety concerns, the City wanted to close the embayments from boating activity altogether, which is a direct violation of the Memorandum of Agreement with FDEP. The FDEP responded by stating it was not part of the agreement, and the City could lose management of the park if they are not able to come to terms with this issue. Upon receiving the memorandum from FDEP, City staff and attorneys drafted a second agreement stating they would only prohibit boating activity in 3 of the 4 embayments and allow it in the northernmost embayment; to which FDEP agreed. He also stated that if they file an application for a submerged land lease to FDEP, they will need to provide a legitimate reason for doing so, and that he does not believe trying to have control of the embayments is a legitimate reason. He added it is not realistic to expect FDEP to approve this application, and that it would only be a waste of time and money to move forward with it.

Councilmember Ramswell reiterated that the City owns the property, and so they have the right to obtain a submerged land lease from FDEP to manage, control and maintain that property. She then asked staff or the City's attorneys to opine on this issue.

The City Attorney explained that the embayments have been subject to a lot of controversy with FDEP. The City wanted to designate all the embayments for swimming only and avoid mixing swimmers and boaters, which is a sound public interest strategy. However, FDEP was adamantly opposed to it because in their view, this project, and their funding was supposed to increase boating access. The City, through its resolution, agreed to designate the 3 easternmost embayments for swimmers only and leave the northernmost embayment open for boating activity. He added that it is going to stay this way regardless of what happened to the submerged land lease application.

The Land Use Attorney stated that if the Council wants to move forward with the submerged land lease application, she recommends focusing only on the Norriego Point Park and excluding the private property. She also stated they would add clarifying language to the request to be for the safety and protection of the swimmers, and to afford the Council the ability to provide directions for the placement of buoy, ropes, and other necessary safety measures. She also stated that it is quite common to submit a submerged land lease application when there is infrastructure in the water; and that having a park qualifies them to apply for a submerged land lease. The Land Use Attorney added there is no legal impediment to submitting the submerged land lease application, since the motion on the floor, if it passes, excludes the private property.

Councilmember Destin stated that he would support moving forward with the application since it appears the City and FDEP have already worked out something with regards to the embayments that is acceptable to both parties. He continued that FDEP may not be aware of the fact that Okaloosa County passed an ordinance in the 1990s which prohibits motorized vessels within 300 feet of swimmers; and that it would be up to FDEP if they want to violate that ordinance.

The City Manager asked for an amendment to the motion authorizing additional funding for another survey should it become necessary to remove the adjacent private property. He stated that if there is a survey already in place that only includes the park, then they would use that survey.

Councilmember Schmidt offered an amended motion to proceed with the submerged land lease application to only include the Norriego Point Park; and to authorize additional funding for another survey should it become necessary. Councilmember Ramswell provided a second to the motion. Motion passed 6-0 (Council members Schmidt, King, Hebert, Overdier, Destin, and Ramswell voted "yes"; Councilmember Braden was absent from the meeting).

D. COMPASS System/EnerGov Update

Information Technology Manager Matthew Pace reported that the COMPASS testing and training is still currently ongoing. The system continues to take shape and the modules are continuing to be tested. 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 Go Live date. During this extended period, the City will remain vigilant in completing client responsibilities on time and will work closely with EnerGov to complete this implementation. The first pass of the conversion data from their legacy systems is scheduled to be delivered by the end of February. The data delivered will have to be verified by staff prior to the second pass. Community testing is currently being scheduled and processes that are highly utilized will be selected by Community Development and Code Compliance departments. This process will allow the City to gain insight and feedback from community members regarding the Customer Service Site within the COMPASS system.

E. Speed Concerns Sibert Avenue & Forest Street intersection

City Engineer Donald Smith gave the following presentation:

Sibert Avenue at Forest Street Safety Improvement Option

- City Council directed staff to address speeding at the intersection of Sibert Avenue and Forrest Street
- Existing Conditions
  - Two-way stop controlled on Forest Street
  - Speed limit – 30 mph
  - Average daily traffic is 3200 vehicles per day
- Field Observations
  - 85th percentile speed is 40 mph (10 mph over the speed limit)
  - Shrubbery and tree limbs are blocking sight distance
  - Pedestrians were present
  - Intersection is not visible on Sibert
  - Previous accidents
    - 6 angle crashes in 3 years, all failed to yield rights-of-way. No identifiable patten except failure to yield rights-of-way
- Recommended Intersection Improvements based on Evaluation
  - Decrease the size of the intersection
  - Create a raised intersection (speed hump)
  - Clear sight distance
  - Improve visibility by producing a visual impact through color or markings
  - Install intersection markings and signage on both sides of the intersection

Councilmember Ramswell asked whether a 4-way stop was considered at this intersection.

Mr. Smith stated that a 4-way stop was considered; however, it could be problematic due to the 3200 vehicles per day on Sibert Avenue and the amount of traffic on Forest Street.

Councilmember Schmidt inquired as to the cost and funding source for this project.

Mr. Smith stated that he is looking for some directions from the Council. Once he receives directions, he would perform a more in-depth review of the project and obtain some estimates.

Councilmember Destin recommends directing staff to bring back some cost estimates and tabling any decisions on this issue to the next meeting when Councilmember Braden is present so he could provide some input since he was the one who originally brought up this issue.

Councilmember Hebert moved to direct the City Manager to bring back some cost estimates for Council consideration before implementing any of the proposed improvements; seconded by Councilmember Overdier. Motion passed 6-0 (Council members Schmidt, King, Hebert, Overdier, Destin, and Ramswell voted "yes"; Councilmember Braden was absent from the meeting).

F. Animal Control Services

Deputy City Manager Webb Warren noted that in September 2020, staff provided an update to Council concerning the PAWS contract. At that time, the City was concluding the first year of their contract with PAWS. Staff also notified Council that PAWS was requesting an increase for the existing contract. Staff also requested time to review the metrics PAWS was providing and research this issue further. Staff is now providing Council information on PAWS' 1st quarter services for FY 2021. Staff would also like to gather more data through the 2nd quarter and continue to work with PAWS and the City's peer organizations to provide a more comprehensive report and discussion. Staff would then come back in May 2021 with the 2nd quarter report from PAWS as well as from other peer cities and counties with regards to their contract with PAWS. They would also invite the new PAWS director to attend that Council meeting in May and participate in the discussion of this item.

Councilmember Overdier moved to direct staff to provide a report to Council on the PAWS contract by May 2021; seconded by Councilmember Schmidt.

Councilmember Overdier requests PAWS provides additional justification for the requested rate increase in their services as they are being asked to more than double the amount they are currently paying PAWS.

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

G. Release of Code Compliance Lien

The City Manager explained that this lien release request came from a title company involved in the closing on sale of the subject property to a third-party purchaser in good faith. Although the City's Special Magistrate for Code Compliance did not place a lien on the subject property, other property owned by the former property owner did have a line imposed. Further, under operation of law, when a code enforcement lien is placed on real property, all other property owned by the owner is subject to the lien. Since the subject property is in compliance and since no lien was specifically placed on the subject property, staff and the City's Land Use Attorney recommend approval of the partial release of line.

Motion by Councilmember Ramswell, seconded by Councilmember Schmidt, to approve partial release of lien passed 6-0 (Council members Schmidt, King, Hebert, Overdier, Destin, and Ramswell voted "yes"; Councilmember Braden was absent from the meeting).

H. Announcements:

The City Manager made the following announcements:

- The Destin Library is scheduled to return to normal operating hours beginning February 22nd
- Restroom facilities on City parks are currently closed due to freezing weather

5. PUBLIC HEARINGS

A. The applicant is requesting consideration of Conditional Use 21-01-CU, for a Panda Express quick service restaurant with a drive thru located at 34898 Emerald Coast Parkway. The project proposes to construct a 2,381 square foot restaurant and 400 square foot outdoor dining area.

The City Attorney sworn in the following individuals for testimony.

- Daniel Butler, City Planner
- Erik Houston, Applicant's Representative

The City Attorney asked that each member of the Council and the Mayor disclose any ex-parté communications they might have had regarding this project.

Each member of the Council and the Mayor stated they had no ex-parté communications relating to this subject.

City Planner Daniel Butler presented the project stating the applicant is requesting consideration of Conditional Use for a Panda Express quick service restaurant with a drive thru located at 34898 Emerald Coast Parkway. The project proposes to construct a 2,381 square foot restaurant and 400 square foot outdoor dining area. The proposed site is in the Commercial General Zoning District. This is a review of the conditional use only, and the site will be reviewed for full compliance with the City's code at the time a development order application is submitted. The proposed development satisfies all 6 criteria required of a conditional use request. He also stated that at a public hearing on January 21, 2021, the Local Planning Agency unanimously recommended Council's approval of the project.

Erik Houston, representing the applicant, stated that the project is as described by City staff.

The Mayor opened the hearing for public comments. Having none, the Mayor closed the public hearing portion and turned the matter over to the City Council for their discussion and consideration.

Councilmember Overdier moved to approve Conditional Use 21-01-CU, subject to the submission of the development order application and review and approval of all applicable City and State permits; seconded by Councilmember Ramswell.

Councilmember Schmidt expressed some concern about the project, stating it is going to be built on a very tight piece of property. It shares a parking lot with what used to be a drive through restaurant that went out of business. The restaurant did not last very long after it opened, and he believes that the reason for it was people had difficulty getting in and out of the restaurant. He wants to make sure that if they approve this conditional use application that they fully consider the impacts it could potentially incur at US Hwy 98. He asked if the Council could propose some conditions to vote on at this point.

According to the Land Use Attorney, it is a conditional use project and so the Council could put a condition on the use, but it will also be reviewed by staff in accordance with the LDC requirements. The criteria Councilmember Schmidt seems to be concern about was *Sufficient Size, Site Specifications, and Infrastructure* to accommodate the proposed use. She continued that the Council could approve the conditional use subject to a list of conditions now or wait until it comes back to Council with a site plan and provide the conditions at that time.

Councilmember Ramswell asked if this project would require a curb cut if there is already an existing curb cut to US Hwy 98.

Mr. Houston noted that the existing curb cut placed there by FDOT is not to be modified. He then addressed the egress and ingress points of the project as shown in the slides.

Community Development Director Louis Zunguze pointed out that this project is at preliminary stages at this point. It will go before the City's Technical Review Committee, and so at lot of things could change as far as the site is concern. The question for tonight is whether the Council wants to approve a restaurant at that particular location. Whether they could actually operate is to be determined during the development review process to be conducted by staff.

Councilmember Destin recommends they address the specific conditions once they receive the final development order application so they know the exact plans for the project.

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).

6. CONSENT AGENDA

A. FEMA DR4564 Funding Agreement No. Z2604
B. Draft minutes of advisory board/committee meetings
C. Submerged Land Lease Council - Directed Additional Associated Work/Payment
D. Milling, Resurfacing and Restriping of a portion of Beach Drive, a portion of Calhoun
   Avenue and Cross Street, authorization to execute task orders
E. Gregg Orr Pedestrian Easement 612 Harbor Blvd.
F. Regimental Military Intelligence Battalion 75th Ranger Regiment Training Exercise
G. Destin Little League Opening Day Parade

Motion by councilmember Ramswell, seconded by Councilmember Overdier, to approve Consent Agenda items 6A thru 6G, 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

1) Waterway Rental Safety Committee

Councilmember Ramswell noted that the Council received an email from the County regarding a Waterway Rental Safety Committee they are trying to organize. She wants to know whether Council wants to discuss this matter tonight or put it on a future agenda to determine how they want to proceed. She noted that Councilmember Braden, who has been a member of the Crab Island Committee, as well as several other members of the Council seemed interested in serving in this committee.

The Mayor pointed out that this committee is scheduled to meet soon and suggested they appoint a Council representative as soon as possible.

Councilmember Hebert stated that she wishes to volunteer to serve in this committee as she has not been appointed as primary Council representative to any of the other local or regional committees. Also, she believes that as the Chair of the Parks and Recreation Committee for several years and now a member of the Council, qualifies her to be a member of this committee.

Councilmember Schmidt noted he is interested in joining the committee as well, but he would be glad to serve as an alternate to the City's primary representative.

Councilmember Overdier moved to appoint Councilmember Hebert as primary council representative, and Councilmember Schmidt as alternate council representative, to the Okaloosa County Waterway Rental Safety Committee. Councilmember Schmidt provided a second to the motion, which passes 6-0 (Council members Schmidt, King, Hebert, Overdier, Destin, and Ramswell voted "yes"; Councilmember Braden was absent from the meeting).

2) Harbor CRA Advisory Committee's recommendation to declare the City property between Calhoun and Zerbe a historical area.

Councilmember Ramswell noted that at a previous Harbor CRA Advisory Committee meeting, the committee unanimously adopted the following motion: "*To recommend to the CRA Board that the 6-plus acres that contain the Historical Museum, the 1939 Post Office, the Primrose,, the Destin Community Center, the fire station, playground, and the old and new cemeteries be designated a historical park and be named the Calhoun Zerbe Family Park."*

Councilmember Ramswell pointed out that committee member Jan Best made the recommendation and asked Ms. Best to give her rationale for it.

Ms. Jan Best noted that she read from an old historical book how their community center came about. In 1944, a man named Zerbe and his family moved to this little fishing village of Destin, Florida. He realized there was no place for the community to visit, for the people gather, or hold a meeting. He then came up with the idea of a community center. Mr. Calhoun and his

family liked the idea and they donated 4 acres of land for a community center. They raised funds for the next 4 years, and that in 1949 Destin's first fishing rodeo was held. Because the initiative gained momentum, Mr. Calhoun donated another 2 acres of land. These 6 acres of land contains the community center, a police department which is now a fire department, the two memorial cemeteries. She would also like to include the parcel of land across the street, in addition to the 6-acre of land, that holds the historical museum and the 1939 post office, so they would also be preserved. She continued they have a lot of history in that entire 7-plus acres of land. The community center is key to Destin becoming a community. There was a lot of hard work and determination involved in this effort. In 1988, $1.4 million fund was raised, and a new community center was built; and so, another group of people worked hard to make that community center a reality, and her parents were involved in that effort. She pointed out they have been losing some of their country's history over the past several years, and that she does not want to lose their city's history as well. She urged the Council to consider declaring this site a Zerbe-Calhoun Historical Park.

Councilmember Hebert stated that she fully supports this recommendation and that she has intended to bring it up at tonight's meeting.

Councilmember Destin stated there are no parcels of land more historical in Destin than the community center. The community center acted as a quasi-governmental center before Destin became a city. The board of director of the community center had always made a recommendation to the County Commissioners and the State of Florida anytime an issue that was civic in nature came before Destin. Every community activity imaginable was held at the community center including the City of Destin council meeting. He fully supports the recommendation to declare this area a historical site.

The Land Use Attorney noted that the Destin Community Center, to an extent, may be covered by the charter amendment that passes because of the definition of park includes recreation centers and anything with active or passive recreation, and those type of things occur at the community center. In order to include the other areas, such as the cemeteries, to the historical element they would need authorization from the Council to do a code amendment for a historic overlay type of ordinance for Council's consideration and approval. It would have to be presented to the Local Planning Agency for their review and recommendation.

Councilmember Ramswell moved to direct the City's Land Use Attorney and staff to develop a Zerbe-Calhoun Historical District overlay and bring it before the Local Planning Agency for their review and recommendation in March 2021; 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).

Next, Councilmember Ramswell requested an update on the beach cleaning and raking issue.

The Deputy City Manager Webb Warren reported that he, the City Manager, Parks and Recreation Director, and Code Compliance Manager met with the County Deputy Administrator and the County's parks and beach staff a week ago and discussed beach issues. The County is

working with the City to create a formal cleaning and trash pick-up schedules. The intent is to bring back a memorandum of understanding, with a beach cleaning and trash pickup schedules, in the March timeframe for review and consideration by the City Council. He continued they have also been addressing other issues on the beach such as timing of the turtle watch, hole on the beach caused by people digging in the sand, and vendor relations. They have also been discussing the clean up efforts subsequent to a major storm and securing additional accesses for County staff and equipment making it easier for them to access the beach and do their job.

Councilmember Schmidt inquired as to the County's response to the City's expectation of a 5 to 7 days a week of beach raking and cleaning this coming season.

According to Mr. Warren, the City provided the Request for Bid (RFB) document to the County with the original schedule included. His impression has been that the County is taking this matter seriously and putting a lot of effort into it.

The Mayor requested an update on the safety zone ordinance the Council has been discussing and whether is was a part of their negotiations with the County.

The Land Use Attorney noted that this particular issue was separate from the negotiations with the County as Mr. Warren described. They have a scheduled meeting regarding this issue with the attorney for the Destin Fire District and several property owners next week. This meeting will also include City staff, representatives from the Destin Fire District, Sheriff's Office, and possibly the County. The goal at this time, without first having any discussion with the property owners, is to obtain voluntary compliance from certain strategically placed private property owners in the City. Also, for the Sheriff's Office and the fire department to tell the City which locations would make their job easier in ensuring safety for swimmers and beachgoers. The City would then create a map to include those strategic locations that would provide access. They also plan to create an ordinance with respect to the 20' down by the water's edge to indicate that portion on the sand closest to the dunes is voluntary and to be enforced by the City. She added they could make this issue part of the discussion with the County as they create the ordinance, to include access for beach cleaning device, but it would require larger access. They only need to accommodate smaller ATVs for the Sheriff's Office and the fire department, as opposed to the beach cleaning device.

3) Crab Island Committee Ordinance

Councilmember Ramswell noted there have been several ordinances adopted by the County last year because of the Crab Island Committee. However, it has been rumored that enforcement of these ordinances may not be in full force this year. She recommends the City sends a letter to the County Commission encouraging them to stay the course and reinforce the rules already in place and continue to support the decisions made by the Crab Island Committee as they have been very effective last year.

Councilmember Schmidt stated that a national organization has been meeting and putting in a lot of new rules and regulations on the commercial activity on Crab Island, which could be a signal they are replacing the Crab Island Committee.

Councilmember Ramswell moved to have the Mayor send a letter to the County Commission reiterating the City's continuing support of the regulations set forth by the Crab Island Committee last year and encouraging them to stay the course with enforcement of these regulations; 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).

Next, Councilmember Ramswell announced that the Destin High School Board has closed on the property which is now officially called the Destin High School. They will be accepting 9th, 10th, and 11th grade students for next school year. She thanked all those involved in making the Destin High School a reality.

C. Councilmember Destin
D. Councilmember Overdier
E. Councilmember Herbert
F. Councilmember King
G. Councilmember Schmidt
H. Mayor Gary Jarvis
I. Land Use Attorney
J. City Attorney

8. PUBLIC COMMENTS

Mr. John Stephens, a Destin resident and livery operator, recommends the City considers including some questionnaire in the BTR application form as to whether the applicant has a beach waterfront-facing camera which the City and/or law enforcement personnel could quickly access and gather data that could possibly assist in certain emergencies such as the search for a missing kayaker that happened recently.

Having no further business at this time, the meeting was adjourned at 8:37 PM.

_____

Gary Jarvis, Mayor

ATTEST:

_____

Rey Bailey, City Clerk

SPEAKER'S FORM
City of Destin Council Meeting

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

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

The City appreciates your cooperation and adherence to these guidelines.

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

DATE OF REQUEST: March 22, 2021 *COUNCIL MEETING DATE: April 5, 2021
Emerald Coast Fitness Foundation board members:
***NAME: Kathi Heapy, Brad Kale, Kevin Leibold *PHONE #: (850)585-6233**

ADDRESS: 4345 Commons Drive West, Destin EMAIL: swimecff@gmail.com

***TOPIC/ISSUE City Council participation in funding coalition to support the Emerald Coast Fitness Foundation and activities at the Aquatic Center in Destin.**

***HAVE YOU SPOKEN WITH CITY STAFF ABOUT THIS ISSUE? If so, who and when?**
Yes, we had a meeting on February 24 with Krystal Strickland, Webb Warren and Lisa Firth

***DESIRED ACTION BY COUNCIL? Approval of a $25,000 expenditure in 2021 to match contributions being made by the Okaloosa County School Board, Board of County Commissioners and (hopefully) Fort Walton Beach City Council to support the programs and operations of the Aquatic Center in Destin and the Bernie R. Lefebvre Aquatic Center**

PRESENTATION MATERIALS ATTACHED?: YES X NO # OF PAGES 3

First of all, we say "Thank You" to the City of Destin for its generous support dating back to 2017, when this council agreed to donate $50,000 toward our efforts to renovate and re-open the Aquatic Center in Destin. That funding paid for re-surfacing the pools and several other things that were necessary to get the facility open.

Additionally, in 2019, we asked you for $8,000 to pay for a new electronic scoreboard, and you, again, generously said "Yes". We appreciate everything this Council has done to help and support us along the way.

In return for that generosity, we feel that the City of Destin IS getting its money's worth. We have been able to keep the Aquatic Center in Destin open continuously since August of 2017, except for one month in 2020 due to COVID. In that time, thousands of people – Destin residents, visitors, and outlying residents-have used our facility, and been very grateful to have it available to the community.

Our programs serve large numbers of people and wide range of demographics. Here is a summary of the many different opportunities at the Aquatic Center in Destin:

We have monthly "programs" for Lap Swim, Aquacize, Family Swim and Lessons where patrons sign up and pay a monthly fee and have the opportunity to attend those programs at any time they are offered on the schedule through the month. Several people are "regulars", many of them have become like family, and we are inspired by their dedication to their own health and fitness. They appreciate our low monthly fees, generous scheduling, and our caring staff, who often chat with, offer advice and encouragement, and show love to these patrons. As I analyzed our records, it became clear that half of those program patrons are Destin residents with 32541 zip codes.

Among those programs are swim lessons. During the warmer 6-months (April-September), we give swim lessons to everyone from babies to adults. People, especially children, are learning to overcome their fears (and sometimes their parents' fears) and be safe in the water. I don't have to tell you how important that is in Destin, with its numerous water-based activities. Some children are developing skills and making it on to the swim team at school. Everyone benefits from our swim lessons, and we are fortunate to have this beautiful facility and the family pool in which to give those lessons.

We also love our Aquacize participants! This group of mainly senior citizen ladies has been a huge source of joy and support for the Aquatic Center in Destin. Ms. Sue Goetz, who is a fixture in the Destin community, volunteers as an instructor. This program provides not only fitness and healthy physical activity for these ladies, they have grown an entire social circle out of it. They often lunch together and truly enjoy each others' company when they are at the pool. They bring a lot of joy to the ACD.

Our lap swimmers run the gamut from triathletes and "swammers" to beginners and learners. Several of them are military members working to keep in shape or improve their skills to achieve or maintain mission readiness. As I said earlier, many of these folks are regular attendees – they almost need to tell our staff if they won't be coming for a while due to travel or something – otherwise we will worry about them. They are so disciplined and serve themselves so well by sticking to a fitness routine. We have seen some of them achieve weight loss, others improve stamina, and others are just doing it to keep sane.

We also have many visitors: "Daily" visitors for lap swim, aquacise, and family swim who pay a daily fee to just try it out, or are in town for a few days and appreciate being able to continue their fitness regimen. We sell "weekly" passes that are often purchased by visitors – some we have seen repeatedly- who want a safe place to swim and continue training while they are in Destin on vacation or for business. In 2019, for instance, we sold 221 weekly passes. We also offer a 10-visit "punch card" that is valid for one year and is popular with some of our snowbirds and repeat visitors.

Then, there are the swim teams: Coast Aquatics is our local USA Swimming club, boasting about 200 active members. They have practice sites in Destin, Bluewater and Ft. Walton. The Destin pool is a crucial element of their training regimen and meet-hosting capability. There is a masters swim program, which consists of adults over 18 with all levels of swim background who attend coached practices and enjoy the workouts, challenges, camaraderie and sense of

accomplishment – sometimes that comes from just getting out of bed and making it into the pool in the morning. There are dozens of members of both of those teams who are Destin residents.

High school and middle school swim teams benefit greatly from the aquatic center in Destin. Our pool is used for practicing by Destin Middle School, which usually has about 60 members, and also by the newly-formed teams at South Walton High School and Emerald Coast Middle School. Those teams are small, but they are growing and benefit greatly from the use of our pool. We are very excited about the prospect of working with Destin High School to provide a facility for them to use for teams or other school-related swim activities. We also have a summer swim league team, the Destin Dolphins, that has consisted of about 100 Destin-area children, aged 4-14, many of whom are trying swimming for the first time and learning about the techniques, timing, sportsmanship and goal-setting. Destin residents are included on all of these high school, middle school, and summer league teams.

The Aquatic Center in Destin is an awesome place to host swim meets -especially with our new digital scoreboard-and we have hosted over 100 swim meets since 2017 for Coast Aquatics, Okaloosa Liquid Dragons' Masters Team, 5 High Schools (Choctaw, Ft. Walton, Niceville, Rocky Bayou, and South Walton), 8 middle schools (Destin, Ruckel, Bruner, Meigs, Pryor, Liza Jackson, Emerald Coast, and St. Mary). We also hosted the first, and, only (so far) swim competition for the Emerald Coast Senior Games in 2018. As you may know, swim meets are often big events with lots of people participating, who are supported by families and spectators. They provide exciting competition which is what those swimmers are working toward during the endless hours of training. Some of the meets hosted by Coast and Masters include athletes from out-of-town whose families make a weekend trip to Destin out of the event, often staying in hotels and eating in restaurants. Even small meets still give athletes a chance to compete against others, and themselves, to set and reach goals, and to be part of a team with a common goal of winning that includes each member's own personal success. Swimming competition is often one of the most-watched and enjoyed portions of the Olympic Games – with good reason! Each athlete has a personal story of sacrifice and achievement. World Records and Gold Medals are great, but so are personal best times, relay triumphs, and powerful stories of recovery and redemption. We have our own versions of those stories right here in Destin. We also have young people competing at high levels, including collegiate, and Southeastern and Junior Nationals.

In addition to that, we offer pool time to the Destin Fire Control District to train and evaluate their lifeguards and firefighters. They come and swim often to practice and improve technique, maintain fitness, and keep themselves in the best shape possible to protect the citizens of and visitors to Destin. You may have noticed one, or two, or sometimes, three fire trucks in the pool parking lot…be assured that we are not having medical emergencies, instead, the crews are there to practice and support each other. The Destin Junior Lifeguard program also uses the pool in the summer to conduct its swim evaluations, give specialized training, and give the kids some fun play time – especially when gulf conditions are dangerous. We have rented the pool to family parties, summer camp groups, and military groups for special training or evaluation. We have also rented the pool to college teams from other states who come to Destin for a week or so of intensive training and team bonding.

As you can see, the Aquatic Center in Destin is a thriving facility that is providing an essential service to Destin residents and the surrounding community. We are the only place in Destin providing these programs for the public. We have committed to keep our participation and usage rates low in order to be available to the <u>entire</u> community. We do have revenue from the programs I've just described, and some donations and business sponsorships.

However, operating expenses are high: Lifeguards and instructors are the only paid employees. We have certified lifeguards on staff during all hours that the facility is open. All board members and business management personnel are volunteers. Utilities, namely electricity and water, are costly. We are making strides to reduce utility costs by installing a geothermal pool heating system (paid for with donations), and a solar panel array (funded by a grant). Pool equipment and supplies as well as facility repairs and maintenance are expensive. We try to use staff and volunteers to conduct as much maintenance and repairs as is prudent, but outside service suppliers are often needed to conduct repairs and maintenance properly and professionally. The facility is large and while not old, it is aging. Machinery still breaks down, equipment needs to be replaced, and maintenance is ongoing

In October 2020, we asked the Okaloosa County Commission to consider giving our Foundation some supplemental funding to help to defray operations costs and allow us to make improvements and grow our program offering. We asked the County Commission for a mid-year budget amendment for $100,000.00. While the commissioners were impressed with our efforts and success in operating both pools and acknowledged that we are serving the community as a whole, they wanted us to build a coalition between them and the two cities and school district whose citizens benefit directly from the use of our aquatic centers.

So, we are asking the City of Destin, The City of Fort Walton Beach, the Okaloosa County School District and the Okaloosa County Commission to each commit $25,000 this year to the Emerald Coast Fitness Foundation to support its efforts and expenses in operating the only two swimming pools that are guarded, open to the public, and programmed to provide a variety of swimming and aquatic fitness and safety activities to the citizens of Okaloosa County, Destin, Fort Walton Beach, and the students of Okaloosa County Schools.

In return for this financial support, and in addition to the benefits that many Destin residents are already receiving from the pool, the Aquatic Center in Destin will provide pool time for free swim and swimming lessons for the children that attend the City of Destin's Summer Day Camp for AT NO CHARGE. This program could be repeated annually, for additional $25,000 contributions.

In terms of financial equivalency:

8 weeks of Day Camp – swim days 4 days per week, 1 hour per day @ $150 per hour pool rent	**= $4,800**
Swim Lesson Instruction: Each child 2x per week (value based on existing lesson program)	**= $9,700**
Supplies for Instruction and Free Play Time	**= $ 500**
Contribution to facility expenses and improvements	**=$10,000**
Total	**=$25,000**

ITEM # 2021-3394

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: April 5, 2021
TYPE OF AGENDA ITEM: Presentation
AGENDA OUTLINE NUMBER: 2.B.

TO: City Council

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

FROM: Michael Burgess, Public Services Director

DATE:

SUBJECT: Presentation of the Public Works & Safety Committee's 2021-2022 Work Plan

I. BACKGROUND: Jim Wood, Vice-Chair of the Public Works and Safety Committee, will be presenting the Work Plan for 2021-2022.

II. DISCUSSION: Each City Committee is responsible for developing and implementing a work plan. This presentation will go over the work plan for the Public Works and Safety Committee for 2021-2022.

- **A. Link to Strategic Goals / Objectives:**
- **B. Effect on Budget (EOB):** None at this time.
- **C. Level of Service (LOS):**

III. CONCLUSION: This is an information

IV. RECOMMENDED MOTION: I move to accept the Public Works/ Public Safety Committees 2021-2022 work-plan as submitted.

Attachments:

1. 2021 2022 PWS Work Plan

PUBLIC WORKS/SAFETY COMMITTEE

WORK PLAN FOR 2021/22

Respectfully Submitted,

9 March 2021

Anthony Ramswell
Chairman, PW/S Committee

James T. Wood Jr.
Vice Chairman, PW/S Committee

Public Works/Safety Committee
Work Plan for 2021/22

The Public Works/Safety (PW/S) Committee is pleased to submit to the Destin City Council the committee's 2021/22 Work Plan.

Public Works/Safety Committee

The Public Works/Safety committee is comprised of seven (7) members, each serving four-year terms consecutive with that of the Councilor making the nomination. The committee members elect a new Committee Chairperson and Vice Chairperson following new city elections once new committee members are chosen at the first available meeting.

MEETING DATE/TIME: The second (2nd) Tuesday of each month at 5:30 p.m. The meeting location is normally the main City Hall (old council chambers). During specific tines of the year or in response to specific situations (i.e. Pandemic) meetings may be moved to a central location to facilitate cleaning or other needs/issues.

STAFF LIAISON: Public Services Department

MISSION STATEMENT: The Public Works/Safety committee's purpose is to identify and review various functional areas relating to public works and safety, including street construction and maintenance, public parking areas and sidewalks, City rights-of-way, and the like; assess the need for projects relating to matters of public safety including, but not limited to, traffic signals, streetlights, crosswalks and emergency management information; and to staff recommendations to City Council. The committee objectives shall be based upon implementation of the City's Comprehensive Plan. An additional mission assigned by the City Council is to serve as the City Surtax Committee making recommendations to the City Council on use of funds from the recent Okaloosa County ½ cent sales tax referendum.

Florida Sunshine Compliance: The Public Works / Public Safety Committee as an advisory committee to the Destin City Council is required by law to operate within Florida Governmental Sunshine Laws. The practical impact of the law is to limit all of your conversations with fellow committee members on topics currently or potentially coming before the committee to the meeting itself and no conversations outside of the meetings. Additionally, and purely as a recommendation, when e-mailed by staff as a meeting/issue topic, never select "reply to all" as other committee members may have been addressed on the original e-mail. Selecting "reply to all" is not in itself a violation; but may inadvertently lead to comments between committee members that could then be construed as violations of the law.

How to Join the Committee: https://www.cityofdestin.com/FormCenter/City-Clerk-

9/Committee-Volunteer-Application-57 (fill and submit the application on-line).

General Goals of the PW/S Committee: review all identified areas and provide recommendations to the Destin City Council as needed.

1. Provide Destin's citizenry a venue for raising community issues in the public works and safety arenas. The PW/PS Committee will then research, prioritize and provide recommendations for funding to the Destin City Council.

    a. The Committee Chairperson will ensure that briefings and other informational venues are provided to members so that they can be educated on critical issues.

    b. Committee members will attend informational events and ensure that they are educated to the maximum extent possible so that quality recommendations can be provided to the Destin City Council

2. Review 5 Year Pedestrian Facilities Plans including the Pathways Master Plan and evaluate alternatives and prioritize for implementation.

3. Support citywide concerns by re-initiating meeting with the City Manager, Community Development Director, Community Redevelopment Committee Manager, Public Information Manager, City Attorney, Destin Fire Control District including the Beach Safety Division and Okaloosa County Sheriff's Office and other Federal and State Agencies as the opportunity arises. Publicize results in local newspapers or on City website to promote greater public awareness.

4. Provide an avenue for citizen concerns and input on stormwater management issues including:

    a. Localized flooding issues
    b. Drainage system failures
    c. City wide Stormwater Master Plan Update
    d. Stormwater Utility Fee adoption

5. Initiate and monitor the Committee's high priority points of interest including the following:

    a. Committee's roll in implementation of the 2017 Strategic Goals
    b. Vision Triangle/Median Safety
    c. Lifeguard/Beach Safety Program
    d. Safety on US Highway 98

6. Monitor specific area assignments and report safety concerns and make recommendations at monthly committee meetings.

7. Provide an avenue for citizen concerns and input on right-of-way safety issues including:

    a. Speed Hump Policy
    b. Roadway Safety Audits
    c. Low Speed Vehicle (LSV) safety
    d. Street Lighting

8. Serve as an advisory committee to the Destin City Council recommending projects for funding from the recent Okaloosa County ½ cent sales tax referendum. Approximately 10% of the annual funds will be set aside for committee project recommendations.

Staff: Public Works Representative, Public Works Director, Assistant City Clerk

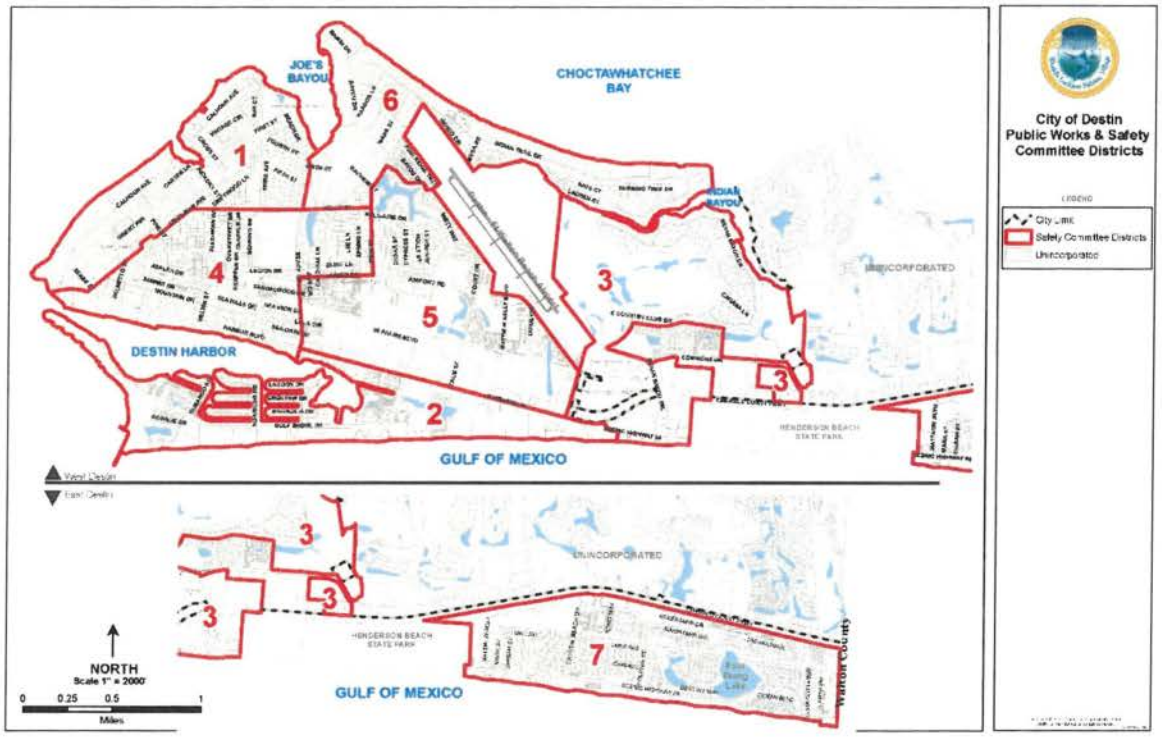
PUBLIC WORKS/SAFETY COMMITTEE
2021-2022

Member	Nominated By:	Term Ends	District #
Anthony Ramswell – Chair	Schmidt	11/2024	4
Jim Wood – Vice Chair	Ramswell	11/2022	5
Marcie Bell	King	11/2024	2
John Green	Overdier	11/2024	6
Sean Hickey	Hebert	11/2024	3
Sam Perman	Destin	11/2024	7
Tom Weidenhamer	Braden	11/2022	1

CITY OF DESTIN
PUBLIC WORKS/SAFETY COMMITTEE
AREA ASSIGNMENTS AS OF JAN 2021

- Review assigned area at least monthly for any safety concerns.
- Review area for proper signage, condition of roads, sidewalks, bike paths, medians, streetlights, drainage, etc.
- Review any citizens/homeowners' association concerns/recommendations.
- Report concerns/recommendations at monthly committee meetings.

Area Map



2021 Annual Meeting Plan:

Month	Date of Meeting	Main Meeting Topic	Coordinating Notes
Jan	12 Jan 2021	Review 5- year road and sidewalk plan	Public Works/TPO/FDOT
Feb	9 Feb 2021	Review Stormwater Plan	Public Works/Community Development
Mar	9 Mar 2021	Review Beach Safety Plan	Destin Fire District/Code Compliance/Parks & Recreation
Apr	13 Apr 2021	100 Days of Summer Plan	Destin/County Emergency Manager/Sheriff's Office)
May	11 May 2021	Review of lessons from spring break and any changes to 100 Days of Summer Plan	SAB
Jun	8 Jun 2021	Mid-Bay Bridge Update	Executive Director
Jul	13 Jul 2021	TBD	TBD
Aug	10 Aug 2021	Review safety budget for next year	Public Works/ Finance Rep
Sept	14 Sept 2021	Review water operations for Destin	DWU Executive Director
Oct	12 Oct 2021	FAA Control Tower Presentation	Tower Chief
Nov	9 Nov 2021	TBD	TBD
Dec	14 Dec 2021	Review OSCO traffic enforcement, crash data for year	Destin Sheriff's OIC

All presentations should be planned for approx. 20 minutes. If a decision of recommendation is desired the presentation should provide options for consideration along with cost estimates if applicable.

The PW/S committee will also request to review development plans or other city upgrades that may impact on any area where the committee has advisory capacity.

ITEM # 2021-3413

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: April 5, 2021
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.A.

TO: City Council

THRU: Lance Johnson, City Manager
Krystal Strickland, Finance Director

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

DATE: March 25, 2021

SUBJECT: Land Development Code - Update

I. BACKGROUND: Over the past two (2) years the City has diligently and judiciously undertaken the task of updating and aligning the City's Comprehensive Plan, with the Future Land Use Map and the Zoning Map. That task is now complete. The City now needs to update and align the City's Land Development Code with the recent changes to the Comprehensive Plan.

II. DISCUSSION: The proposed Scope of Work is designed to:

1. Update the City's Land Development Code
2. Align the LDC with the Comprehensive Plan
3. Make the implementation and application of the LDC more efficient.
4. Remedy the existing inconsistencies in the current Land Development Code.

3TP Ventures, LLC will draft the updates to the Land Development Code in collaboration with the City Land Use Attorney, Community Development Staff and under the direct supervision of the Community Development Director. The proposed Scope of Work for 3TP Ventures is estimated to cost no more than $90,000.

Attached for the Council's review is the proposed Scope of Work and Contract.

A. Link to Strategic Goals / Objectives: Align the Land Development Code and the Comprehensive Plan

B. Effect on Budget (EOB): The not to exceed amount is $90,000. Staff recommend an internal budget transfer to fund this project in the current year (see

attachment). General funds may be transferred from the Harbor Capacity Study professional services account into the Community Development professional services account thanks to unexpected financial support from the Army Corps of Engineers towards the Harbor Capacity Study.

	FY2021 BUDGET
0151531-531000 Com Dev-Professional Svcs	$ 162,700
FY21 Adopted Budget	162,700
Internal Transfer	100,000
Previous Expenses/Encumbrances	164,129
Available Program Budget	98,571
This Agreement +(-)	(90,000)
FY21 Remaining Program Budget	$ 8,571

C. **Level of Service (LOS):** Streamlining Development Regulations

III. CONCLUSION: The proposed Scope of Work is designed to update the Land Development Code and align it with the City's Comprehensive Plan. In addition, the Community Development Staff will be responsible for overseeing the work, identify the process for internal review and Committee/Board reviews and final review and adoption by City Council.

IV. RECOMMENDED MOTION: I move that the City Council approve the proposed Land Development Code Update Scope of Work and the contract with 3TP Ventures, LLC to furnish professional planning services to the City in the amount not to exceed $90,000.

Attachments:

1. LDC Power Point
2. 3TP_Addendum and SOW
3. Fee Estimate
4. LDC Internal Budget Txfr

Land Development Code (LDC)

Revise, Reorganize and Update

CONTEXT AND GOAL



Now that the Future Land Use Map and Zoning Map are aligned, our next step is to revise, reorganize and update the Land Development Code (LDC).



The goal of this endeavor is to align the LDC with the policies of the Comprehensive Plan, the Future Land Use Map and Zoning Map.

COMMUNITY DEVELOPMENT

- SOUND INFRASTRUCTURE
- LIVEABLE NEIGHBORHOODS
- VIBRANT ECONOMIC DEVELOPMENT



What is the LDC?

It is the document that:

- Contains regulations, rules and standards for development in communities.

Challenges of the current LDC format

- Out of Date
- Conflicting code language
- Similar requirements in different locations within the LDC and Code of Ordinances
- Policies outlined in the Comprehensive Plan are not adequately implemented through the Land Development Code

Guiding Principles

- Simplicity
- Easy to Navigate
- Enhance Livability Elements of City's Planning Areas
- Implement the City's Comprehensive Plan development policies

Benefits of the Land Development Code Update

1.) Deliver customer-oriented development review service to residents and the development community.

2.) Enhance quality of life and showcase investment opportunities in the city.

3.) Enable Council and Administration to guide current and future development towards the City's vision.


QUESTIONS

AGREEMENT TO FURNISH PROFESSIONAL PLANNING SERVICES TO THE CITY OF DESTIN

ADDENDUM #5

This **ADDENDUM** made to the Principal Agreement dated May 8, 2018 (hereinafter referred to as "**AGREEMENT**") is made and entered into on this _____ day of March, 2021 between the City of Destin (hereinafter referred to as " **CITY**"), 4200 Indian Bayou Trail, Destin, Florida 32541, and 3TP Ventures, Inc. (hereinafter referred to as "**CONSULTANT** "), 2460 Sedgefield Drive, Chapel Hill, NC 27514.

RECITALS:

WHEREAS, CITY has retained the CONSULTANT to furnish professional planning services to the City; and

WHEREAS, the CONSULTANT has agreed to provide professional planning services to the CITY upon the terms and conditions of the Principal Agreement; and

WHEREAS, the Principal Agreement allows for one-year contract extensions after the initial term; and

WHEREAS, as a result of the aforementioned mutual understanding, the CITY desires to amend the Principal Agreement per this ADDENDEM.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in the Principal Agreement, and subject to availability of funding, the CITY agrees to retain the CONSULTANT and the CONSULTANT agrees to perform work upon the following terms and conditions:

ARTICLE 1 – SCOPE OF SERVICES AND COMPENSATION

The CONSULTANT will perform the services as described in Attachment 'A' - Scope of Services. As consideration for providing the services in Attachment 'A', the CITY shall pay the CONSULTANT an amount of $87,235.00 using the Lump Sum Method.

ARTICLE 2 - CONTRACT EXTENSION AND PROFESSIONAL RATES

The AGREEMENT is hereby amended to extend the period of performance through April 30, 2022. The CONSULTANT will apply to all tasks assigned to this project using the hourly rates set forth in Attachment 'B', included and attached hereto, beginning April 22, 2021.

(Signature Continue on Next Page)

IN WITNESS WHEREOF, the parties hereto have made and executed this Addendum on the day and year first written above.

CONSULTANT:	**CITY:**
_____	_____
(Signature)	(Signature)
_____	_____
(Printed Name and Title)	(Printed Name and Title)
_____	_____
(Date)	(Date)
_____	_____
(Witness to Signature)	(Attest to Signature)
_____	_____
(Printed Name)	(Printed Name and Title)

ATTACHMENT 'A'

ADDENDUM #5

AGREEMENT TO FURNISH PROFESSIONAL PLANNING SERVICES TO THE CITY OF DESTIN

SCOPE OF SERVICES

The Scope of Services is for an update to the City of Destin's Land Development Code (LDC) to align with recent changes to the Comprehensive Plan, make the implementation and application of the LDC more efficient and remedy existing inconsistencies in the LDC. As an extension of Planning Department staff under the direct supervision of the Community Development Director, 3TP Ventures will draft, internally vet and propose changes that will align the LDC with the Comprehensive Plan.

This Scope of Services builds on work underway by Community Development staff and will follow the proposed structure already identified internally. The City has formed an internal working group to oversee this project. 3TP Ventures will prepare content for, organize and respond to the working group in the delivery of this project. 3TP Ventures will be responsible for creating the new LDC language and preparing the documentation required to vet, refine and adopt the new language. The City will be responsible for overseeing the work, identifying the process for internal review and interagency review, and presenting the status and findings of the project to the City's boards and committees. 3TP Ventures will assist the City in preparing presentation materials and other ancillary materials to the LDC language to facilitate this process.

As there are a large number of stakeholders for changes to the LDC, 3TP Ventures will take the lead on designing and implementing an engagement and feedback strategy for the project. The first phase of this will be to have a public meeting near the beginning of the work to explain what the project elements include, the desired outcomes and the process for the update. There will be a second meeting to present and provide feedback on proposed policy changes. Each of these meetings will be supplemented by a communications and feedback campaign that includes summary materials, notifications, web content and formal feedback mechanisms for the project. 3TP Ventures will be responsible for creating content for these efforts and the City will be responsible for distributing information and making formal communications with stakeholders.

In order to accomplish this project, 3TP Ventures will conduct the following steps and actions.

Step 1: Finalize LDC Outline and Create Crosswalk Document (Month 1)

- Confirm layout based on work already completed
- Create crosswalk document that lists new policy sections, numbers and the source of content from existing code sections

Step 2: Populate and Format New Sections (Month 1)

- Create files for each new article
- Populate new articles with existing sections and create placeholders for sections that need to be created
- Number and format content

Step 3: Set up and Manage Shared File Structure (Month 1)

- Establish shared file structure and protocols for comment

- Assign review team members and stakeholders to each article and/or section

Step 4: Annotate Document with Issues to be Addressed (Months 1-2)

- Annotate document with notes regarding issues already identified, changes needed and other notes to guide policy revisions and new policy formation

Step 5: Create and Distribute Information on LDC Update (Month 2)

- Create one or two page summary document with purpose, desired outcomes and milestones
- Distribute information on the process to stakeholders
- Set up mechanism for formal feedback on the process and content
- Create list of stakeholder contacts to receive periodic updates on project
- Hold public/open kick off meeting for the project

Step 6: Present Policy Decisions to Elected Officials and Others (Months 2-4)

- Create presentation and decision making materials around policy decisions already identified (e.g. impact fees, MMTD)
- Assist in conducting a series of policy discussions with City Council on LDC process and policy decisions
- Integrate stakeholder feedback on policy decisions as they are presented

Step 7: Draft and Vet LDC Language Internally (Months 2-5)

- Conduct a series of regular internal discussions of text changes and additions
- Record and follow up on recommendations as issues are identified and discussed

Step 8: Coordinate Policy Initiatives with Departments and Agencies (Months 3-5)

- Identify policy issues that need to be discussed with other City departmental or management staff
- Assist in coordinating policy issues with other stakeholder agencies
- Document coordination efforts and findings and garner formal feedback

Step 9: Prepare and Present Draft for Internal, Stakeholder and Public Comment (Months 6-8)

- Continue series of regular internal discussions as needed to address comments and outstanding issues
- Prepare draft for internal City review and public release
- Receive and organize comments from stakeholders and public
- Hold public policy presentation meeting for the project

Step 10: Refine and Update Draft Text Based on Comments Received (Months 9-10)

- Create draft LDC review document in strikethrough and underline format
- Produce summary presentation of new structure and policy content
- Assist in distributing draft as necessary to identified stakeholders

Step 11: Present Final Draft for Consideration and Adoption (Month 11)

- Assist in presenting final draft to City Council for consideration
- Identify any outstanding issues and tasks required prior to adoption

ATTACHMENT 'B'

PROFESSIONAL RATES

Alan Steinbeck	President	$91.70
Tim Whaler	Project Manager	$83.24
Jeremy Goldstein	Senior Analyst	$88.38
Support Staff	Senior Planner	$75.81
Support Staff	Planner/Administrative	$66.89

REIMBURSABLE EXPENSES

Expense Item	Amount	Unit
Mileage	$0.56	per mile[1]
Color copies	$0	not charged
B/W copies	$0	not charged
Overnight delivery	$30.00	per delivery
Air fare	$325.00	estimated per trip
Rental car	$50.00	estimated per day
Rental car fuel	at cost	for contract-related travel
Hotel	$120.00	estimated per night
Meals	$66.00	per diem

[1] Local mileage for day trips made by Project Manager is not reimbursable under the contract.

LDC Update
City of Destin
Fee Estimate
2/24/2021

	Project Manager	President	
	$ 83.24	$ 91.70	
TASK			
Task 1			$ 2,398
Task Hours	20	8	28
Task Cost	$ 1,665	$ 734	$ 2,398
Task 2			$ 3,499
Task Hours	20	20	40
Task Cost	$ 1,665	$ 1,834	$ 3,499
Task 3			$ 2,565
Task Hours	22	8	30
Task Cost	$ 1,831	$ 734	$ 2,565
Task 4			$ 7,297
Task Hours	48	36	84
Task Cost	$ 3,996	$ 3,301	$ 7,297
Task 5			$ 13,930
Task Hours	66	92	158
Task Cost	$ 5,494	$ 8,436	$ 13,930
Task 6			$ 7,762
Task Hours	58	32	90
Task Cost	$ 4,828	$ 2,934	$ 7,762
Task 7			$ 4,314
Task Hours	32	18	50
Task Cost	$ 2,664	$ 1,651	$ 4,314
Task 8			$ 4,913
Task Hours	48	10	58
Task Cost	$ 3,996	$ 917	$ 4,913
Task 9			$ 22,593
Task Hours	126	132	258
Task Cost	$ 10,488	$ 12,104	$ 22,593
Task 10			$ 10,829
Task Hours	64	60	124
Task Cost	$ 5,327	$ 5,502	$ 10,829
Task 11			$ 3,598
Task Hours	30	12	42
Task Cost	$ 2,497	$ 1,100	$ 3,598
TOTAL HOURS	534	428	962
TOTAL LABOR COST	$44,450.16	$39,247.60	$ 83,698
Direct Costs			$ 3,537
Direct Cost: Other			$ -
TOTAL DIRECT EXPENSES			$ 3,537
GRAND TOTAL			$ 87,235

CITY OF DESTIN Budget Amendment Form

Fiscal Year: 2021
Period: 7
Ref 1: BUA
Ref 2: ADJ

Short Decription: TXFR FR 30058585-531001 TO 0151531-531000
Effective Date: 4/5/2021
Budget Year Code: 1

Entity Code: 1
Amendment Type*: 3
Budget Projection Inclusion: One Time

*AMENDMENT TYPE: 1 = Exp/Exp or Rev/Rev, 2 = Exp/Rev, 3 = Exp/Rev one sided, 7 = Exp/Rev Inter fund, 8 = Exp/Exp Inter Fund

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrease (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
30558500 GF CIP PROJECTS	531001 PROFESSIONAL SERVICES	CRH65	3TP LAND DEV CODE UPDATE	D	$ 100,000.00	$ 425,000.00	$ 325,000.00
0151531 COMMNITY DEVELOPMENT	531000 PROFESSIONAL SERVICE		3TP LAND DEV CODE UPDATE	I	$ 100,000.00	$ (1,428.88)	$ 98,571.12
305300 REVENUE	381305 TRANSFER TO 305		3TP LAND DEV CODE UPDATE	D	$ 100,000.00	$ 2,212,687.65	$ 2,112,687.65
0158188 INTEFUND TRANSFER	581305 TRANSFER OUT TO 305		3TP LAND DEV CODE UPDATE	D	$ 100,000.00	$ 2,212,687.65	$ 2,112,687.65

	Initials	Date
Created by:	____	____
Entered by:	____	____
Approved by:	____	____

Note
HARBOR CAPACITY STUDY FINALIZING AGREEMENT WITH ARMY CORPS OF ENGENEERS FOR 250K - 175K AVAILBLE - TRANSFER INTO 3TP LAND DEV CODE UPDATE

BUA FORMADJ BUDGET PS

FOR 2021 05

	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
305 CIP - REIMBURSEMENT GRANTS							
30558500 GF CIP PROJECTS							
CRH65 HARBOR AND BAY CAPACTIY							
305 -58-585-00-00-531001-CRH65 PROFESSIONAL SVCS	0	425,000	.00	.00	.00	425,000.00	.0%
TOTAL GF CIP PROJECTS	0	425,000	.00	.00	.00	425,000.00	.0%
TOTAL CIP - REIMBURSEMENT GRANTS	0	425,000	.00	.00	.00	425,000.00	.0%
TOTAL EXPENSES	0	425,000	.00	.00	.00	425,000.00	
GRAND TOTAL	0	425,000	.00	.00	.00	425,000.00	.0%

** END OF REPORT - Generated by Krystal Strickland **

D $100 000
Harbor Capacity Study
finalizing agreemt w/ Army Corps of Engineers for $250k.
$175k available

FOR 2021 13

		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01 GENERAL FUND								
0151531 COMMUNITY DEVELOPMENT								
01 -51-515-31-00-512000-	REGULAR SALARIES	403,291	403,291	124,314.58	.00	.00	278,976.31	30.8%
01 -51-515-31-00-514000-	OVERTIME PAY	115	115	727.34	.00	.00	-612.34	632.5%*
01 -51-515-31-00-521000-	FICA TAXES	5,849	5,849	1,549.41	.00	.00	4,299.98	26.5%
01 -51-515-31-00-522000-	RETIREMENT CONTRIBUTIONS	50,426	50,426	10,953.60	.00	.00	39,472.14	21.7%
01 -51-515-31-00-523000-	LIFE/HEALTH INSURANCE	122,453	122,453	24,169.88	.00	.00	98,282.98	19.7%
01 -51-515-31-00-531000-	PROFESSIONAL SERVICES	162,700	162,700	38,386.40	.00	125,742.48	-1,428.88	100.9%*
01 -51-515-31-00-531001-	HARBOR DISTRICT IMPRV/DESIGN	425,000	0	.00	.00	.00	.00	.0%
01 -51-515-31-00-534000-	CONTRACT SERVICES	43,300	43,300	.00	.00	.00	43,300.00	.0%
01 -51-515-31-00-540000-	TRAVEL/PER DIEM	5,200	5,200	.00	.00	.00	5,200.00	.0%
01 -51-515-31-00-546000-	REPAIRS AND MAINTENANCE	200	200	10.92	.00	.00	189.08	5.5%
01 -51-515-31-00-547000-	PRINTING AND BINDING	2,100	2,100	4,012.69	.00	.00	-1,912.69	191.1%*
01 -51-515-31-00-551000-	OFFICE SUPPLIES	5,200	5,200	2,441.45	.00	.00	2,758.55	47.0%
01 -51-515-31-00-552000-	OPERATING SUPPLIES	22,000	22,000	1,229.32	.00	.00	20,770.68	5.6%
01 -51-515-31-00-554000-	BOOKS, SUBS, MEMBERSHIPS	2,600	2,600	1,156.95	.00	.00	1,443.05	44.5%
01 -51-515-31-00-555000-	TRAINING	6,900	6,900	75.00	.00	.00	6,825.00	1.1%
TOTAL COMMUNITY DEVELOPMENT		1,257,334	832,334	209,027.54	.00	125,742.48	497,563.86	40.2%
TOTAL GENERAL FUND		1,257,334	832,334	209,027.54	.00	125,742.48	497,563.86	40.2%
TOTAL EXPENSES		1,257,334	832,334	209,027.54	.00	125,742.48	497,563.86	
GRAND TOTAL		1,257,334	832,334	209,027.54	.00	125,742.48	497,563.86	40.2%

** END OF REPORT - Generated by Krystal Strickland **

I $100 000
Transfer in for 3TP to do Land Development Code Update

ITEM # 2021-3340

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: April 5, 2021
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.B.

TO: City Council

THRU: Lance Johnson, City Manager
Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

FROM: Donald Smith, City Engineer

DATE: March 25, 2021

SUBJECT: Evaluation of the Impacts of the Cross Town Connector at Intersection of US 98/Stahlman Ave

I. BACKGROUND: On February 1, 2021, the City Council directed staff to evaluate the impacts of the final section of the Cross Town Connector at the US Highway 98 and Stahlman Avenue intersection.

II. DISCUSSION:

To address the directive from Council, Staff has taken the following approaches:

1. Staff has coordinated with Volkert Inc., who completed a study for the City of Destin in 2020.
    - Volkert will do a presentation at council finalizing their report.
        - Give any updates or changes that occurred since their last Council presentation given on September 21, 2020
        - Volkert will summarize their findings
        - Make any final comments
        - Make recommendations based on their study,
        - Including any comments regarding the impacts of the Crosstown Connector on the intersection of US 98 and Stahlman Avenue.

2. Staff has reviewed all available information/studies at US Highway 98 and Stahlman Avenues including studies by:

- Stantec in 2015,
- Florida Transportation Engineers in 2016,
- Gresham Smith and Partners in 2018,
- Atkins in 2019, and
- The Preliminary Design and Environmental document completed for the Crosstown Connector project by Atkins.

Through staff coordination with Volkert and the review of available information, it has been determined that it is unlikely that traffic volumes will increase at the US Highway 98 and Stahlman Avenue intersection, due to the completion of the Cross Town Connector for the following reasons:

- **The Cross Town Connector already exists.** O**ne can presently travel from Stahlman Avenue on the west to Hwy 293 on the east. We are not providing a significant change or adding a traffic generator to the overall system.**
- **By Council reducing this section of roadway from a 4- lane to a 2-lane section, it will help ensure traffic will remain at current levels along this corridor.**
- **The current ADT on the 2-lane sections of highway is as follows:**

1. Legion Drive Between Airport Road and Beach Drive ADT 2700 vpd
2. Legion Drive between Beach Drive and Benning Drive. ADT 1800 vpd
3. Azalea Drive between Stahlman Avenue and Benning Drive ADT 1850 vpd
4. Mountain Drive between Stahlman Avenue and Benning Drive ADT 3100 vpd

- **Stalhman Ave is already a Level of Service "F".**
- **Current ADT on Stahlman Avenue approaching the US Highway 98 intersection is approximately 3500 vpd.**
- **No additional capacity remains at Stahlman Avenue during peak times.**
- **During peak times, the limiting factor is not Stahlman Avenue but US Highway 98 as it is beyond capacity. There is literally nowhere to go.**

The current Level of Service (LOS) at Stahlman Avenue approaching US Highway 98 is a result of both the alignment and the volume of traffic at the intersection, especially as it relates to US Highway 98, neither of which can be changed without a tremendous investment. When conditions are at their worst, US Highway 98 no longer functions because the capacity of the roadway has been exceeded. It is logical to conclude that Stahlman Avenue will not be any better. When US Highway 98 is functioning, then Stahlman Avenue will function better.

A. Link to Strategic Goals / Objectives: Complete 2-Lane Cross Town Connector

B. Effect on Budget (EOB): To be determined.

C. Level of Service (LOS): Completing the Crosstown Connector, as redesigned, will enhance the quality of life for the City of Destin residents.

III. CONCLUSION: It was a good decision to reduce the Cross Town Connector from a 4 to 2 lanes, as it will minimize the impacts to the US 98 at Stahlman Avenue intersection and

the surrounding neighborhoods. However, there is still much work to be done and staff offers the following options to help alleviate the issues at the US 98 and Stahlman Intersection.

1. **Short Term** – Direct Staff to investigate and present options that can be done without R/W acquisition.
2. **Mid Term** – Direct Staff to proceed with the capacity improvements to Stahlman Avenue including an underpass/overpass option to improve vehicular flow and promote pedestrian safety.
3. **Long Term** – Become an active participant in the Florida Department of Transportation's (FDOT) Preliminary Design and Environmental (PD&E) Study.

IV. RECOMMENDED MOTION: I move that City Council direct staff to facilitate a work session to:

1. Investigate measures that can be done to improve the US Hwy 98 at Stahlman Avenue without R/W acquisition
2. Pursue capacity improvements through the acquisition of R/W including an underpass/overpass option
3. Fully engage FDOT as they move forward with the PD&E Study.

Attachments:

1. Stahlman PP_3.15.21_TG
2. Stahlman-Volkert PP_4.5.21

Stahlman Avenue Intersection Assessment

City Council Meeting – April 5, 2021



COUNCIL DIRECTION

City Council directed staff to evaluate the impacts of the Cross-Town Connector on the intersection of US 98 and Stahlman Avenue



STAHLMAN INTERSECTION EXISTING CONDITIONS

Highway 98

- 4 Lane Highway
- Urban Principal Arterial
- Speed Limit is 35 MPH
- Average Annual Daily Traffic (AADT)
  - 44,000 vehicles per day (VPD)

Stahlman Avenue

- 2 Lane Highway
- Urban Major Collector
- Speed Limit is 20 MPH
- AADT is 4000 vpd



VOLKERT INC., STUDY

Volkert Inc., Final Presentation

- Summary of Findings
- Final Comments
- Recommendations

RECENT STUDIES CONDUCTED

2015 Stantec

- Study focused on safety enhancements along a 3.5 mile stretch of US 98 through Destin.

2016 Florida Transportation Engineering (FTE)

- Studied the operation of the signalized intersection at US 98 at Stahlman Avenue to determine if any operational improvements are needed.

2018 Gresham Smith and Partners

- Updated the study conducted by FTE in 2016.

Atkins

- 2019 Study analyzed the operational and safety conditions of the intersection of US 98 and Stahlman Avenue.
- PD&E document completed by Atkins for the CTC project.

2021 Volkert

- Identified potential improvements that can be implemented to improve vehicular flow and promote pedestrian safety.

STUDY CONSENSUS



- The CRASHES reported are greater than the statistical average of similar roads in District 3
- Actual field conditions are worse than calculated by modeling software (it is difficult to model actual conditions / variables)
- Realignment and widening of Stahlman Avenue is most mentioned improvement to include realignment and dedicated turn lanes for right, thru, and left
- Eastbound 98 is often a LOS F in the AM Peak
- Westbound 98 is often a LOS F in the PM Peak
- Stahlman Avenue is a LOS F in the AM and PM

ADDRESSING STAHLMAN CONCERNS

The concern is that the CTC will generate additional traffic and worsen conditions at the US 98 and Stahlman Ave Intersection

It is unlikely that the completion of the Cross Town Connector with a 2-lane section will impact the LOS at the US 98 and Stahlman Avenue intersection for the following reasons:

- The Cross-Town Connector already exists
- Council voted to keep this corridor a 2-lane section which will help to maintain current traffic volumes
- Without improvement to Legion Drive or Azalea Drive, an increase in traffic would not be anticipated
- Stahlman Avenue **LOS is an F**
- During peak times, the limiting factor is not Stahlman Avenue but US 98 as it is beyond capacity
- Stahlman Avenue does not have additional capacity at peak times

ADVANTAGES OF COMPLETING CROSS TOWN CONNECTOR

- Remove traffic from Legion Drive which is a neighborhood street improving the safety and quality of life for that community
- Will improve aesthetics and livability and can serve as a focal point for the rejuvenation / redevelopment of the area, especially considering a linear park
- Multimodal intersection improvements will increase safety at Benning and Beach Drive Intersections
- Will improve emergency response times by removing offset intersections
- Will improve our overall multimodal transportation system, especially for local residents of Destin

CONCLUSIONS / OPTIONS

1. **Do Nothing –** not really an option ☺
2. **Short Term Goals (1-2 years)** – Make improvements to US 98 at Stahlman Avenue Intersection such as access control, restricting movements, or other improvements that can be made without acquiring additional ROW
3. **Mid Term Goal (5 years)** – Pursue potential improvements to US 98 at Stahlman Avenue Intersection including;
   a. The acquisition of R/W to realign and widen Stahlman Ave.
   b. Consider an overpass/underpass to improve vehicular flow and to promote pedestrian safety.
4. **Long Term Goal (10+ years)** – The City needs to actively participate in the FDOT PD&E Study to make long term improvements to the US 98 Corridor

RECOMMENDATION

- Work Session
- Take a proactive, incremental approach
- Short Term (1-2 years) Investigate and implement measures that can be done to improve the US 98 at Stahlman Avenue Intersection without purchasing r/w
- Mid Term (5 years) Pursue capacity improvements through the acquisition of additional property
  - *Note: Pursue the addition of an overpass/underpass as presented in the Volkert study.*
- Long Term (10+ years) Fully engage FDOT as they move forward with the PD&E Study this summer

Thank you and any questions?

Destin City Council Meeting

April 5, 2021



Alternatives Meeting for Stahlman Avenue Intersection Assessment

Destin City Council Meeting

April 5, 2021



VOLKERT

Stahlman Avenue Intersection Assessment

Scope of Services

- Existing Conditions Assessment
  - Data Collection
  - Existing Traffic Analysis
  - Safety (Crash Data) Review
- Alternatives Analysis
- Alternatives Meeting Presentation
- Local Concerns Meeting (Virtual)
- Final Technical Memorandum



VOLKERT

Stahlman Avenue Intersection Assessment <u>Timing Modification Alternative</u>

<u>Modifications include</u>

- Timing adjustments to accommodate pedestrians within coordination timings

<u>Improvements include</u>

- Reduction in time signal is adjusting back into coordination



VOLKERT

Stahlman Avenue Intersection Assessment Build Alternative

Recommendations include

- Right turn in/right turn out for Zerbe Street
- Removal of ped crossing north of Zerbe Street
- Southbound Left turn, Shared Left-Thru, and Right turn movements at US 98 and Stahlman Ave
- $350k +/- Construction cost

Improvements include

- Potential 50% reduction in crashes at intersection of Stahlman Ave and Zerbe St
- Reduction in delays
- Improvements in LOS

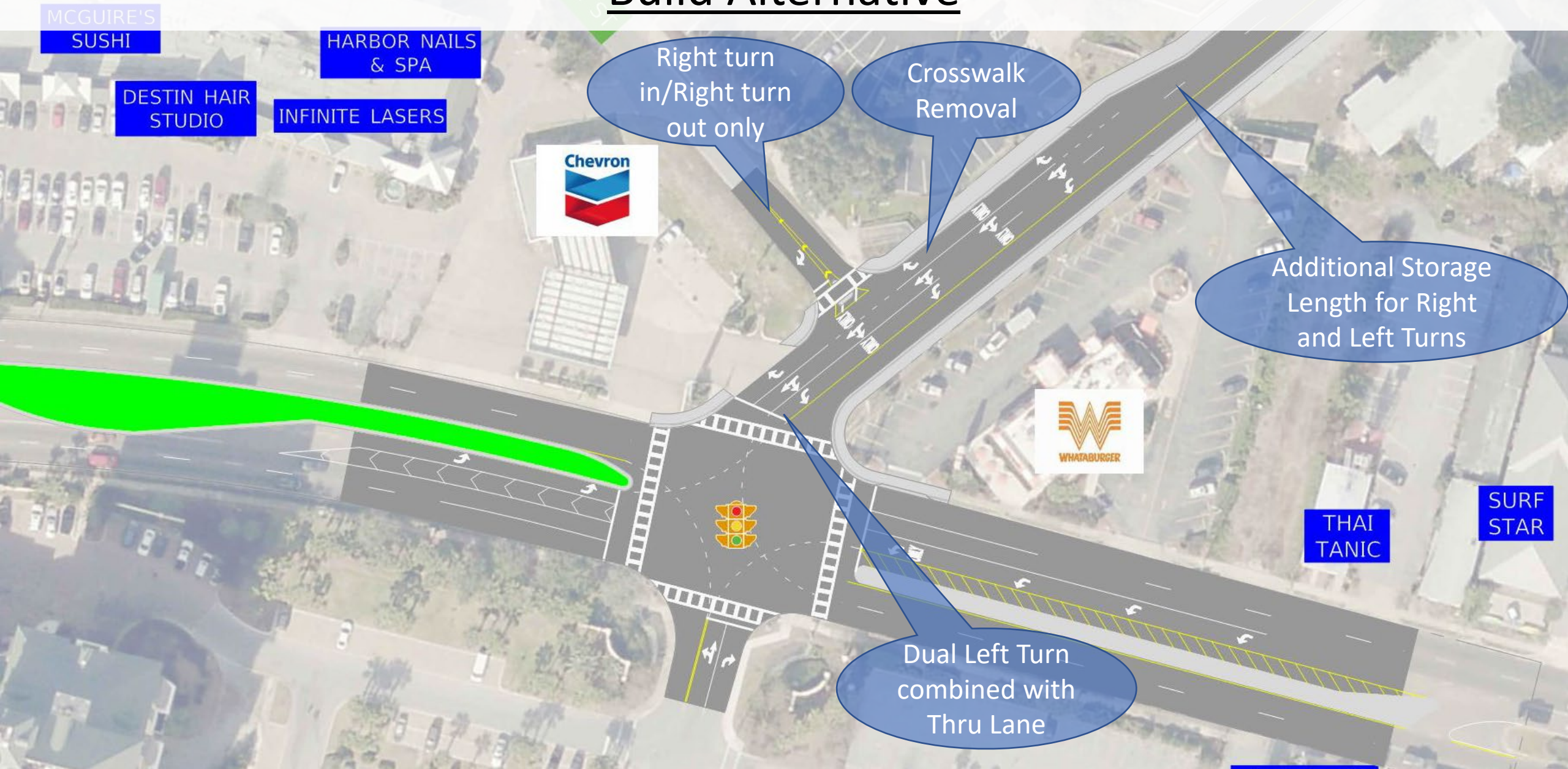
Impacts include

- Impact stormwater Pond for Community Center
- Parking at Whataburger ($50k +/-)
- Replacement of Mast-arms in NW and NE quadrants
- Right of way west of Stahlman Avenue



Stahlman Avenue Intersection Assessment

Build Alternative



Stahlman Avenue Intersection Assessment

Build Alternative

Crash Type	# of Collisions
Angle	1
Left Turn	5
Other	1
Rear End	2
Right Turn	1
Sideswipe	3
Unknown	1
Total	**14**

Right-in/Right-out at Zerbe Street could have resulted in a 50% reduction of crashes between 2015-2018

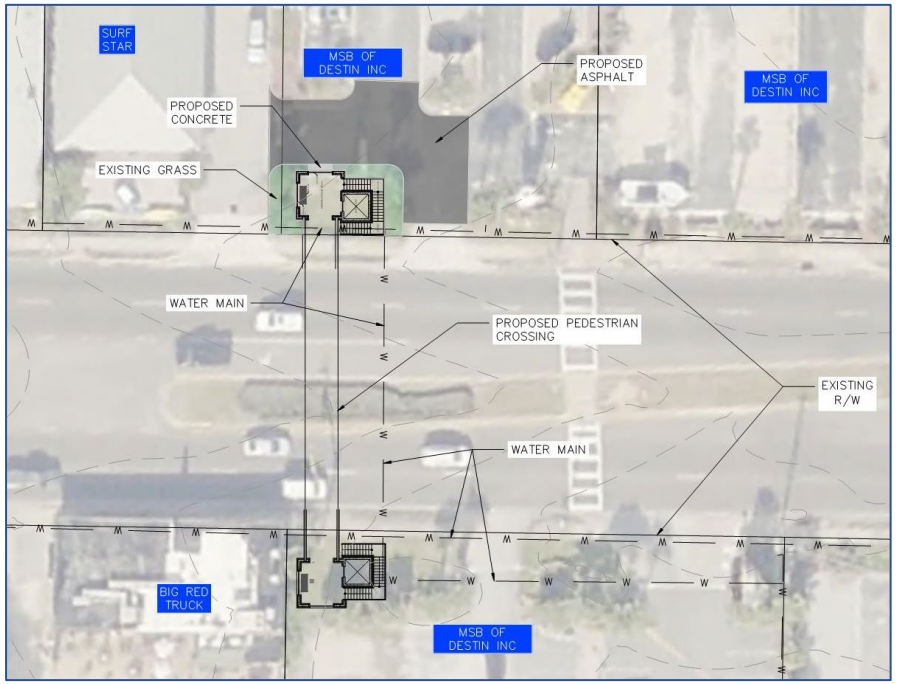
Intersection	Analysis Period	AM Peak Hour		PM Peak Hour		Weekend Peak	
		LOS	Delay (sec)	LOS	Delay (sec)	LOS	Delay (sec)
US 98 & Stahlman Ave	Existing	D	45.7	D	38.7	D	39.5
	Existing - Build	D	35.1	D	34.9	D	37.3
	YR 2025 - No Build	E	55.6	D	42.4	D	42.9
	YR 2025 - Build	D	39.7	D	38.3	D	39.7
	YR 2045 - No Build	F	117.3	F	101.3	F	85.3
	YR 2045 - Build	D	39.3	F	82.1	E	76.2

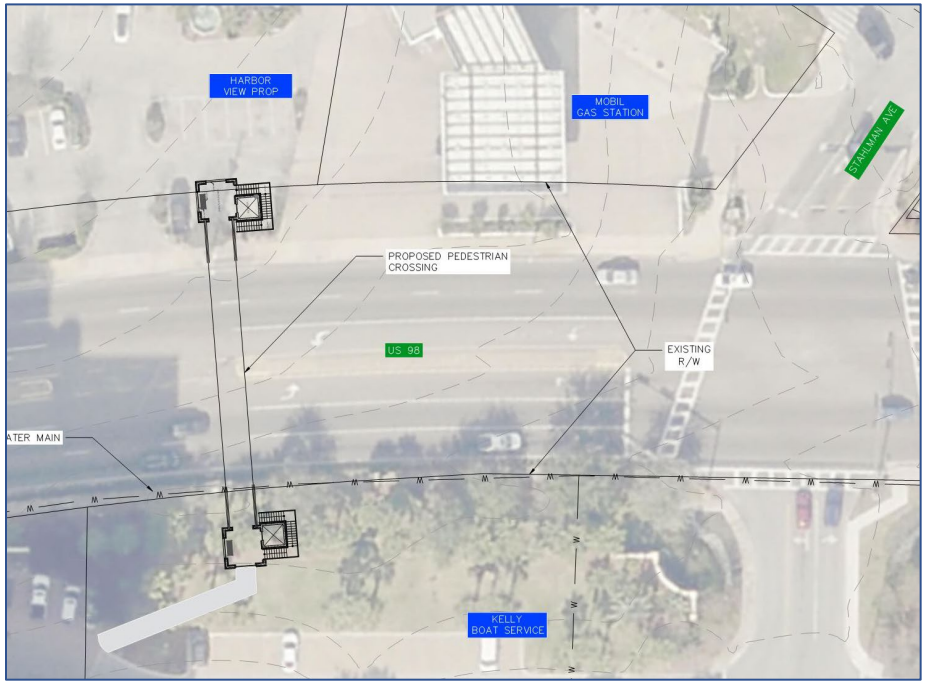


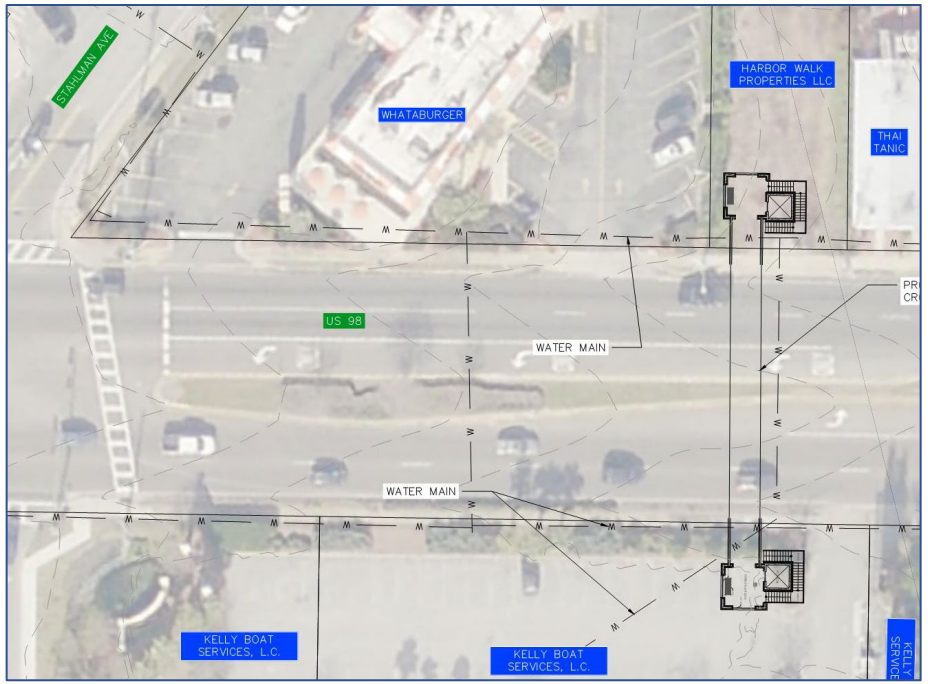
Stahlman Avenue Intersection Assessment

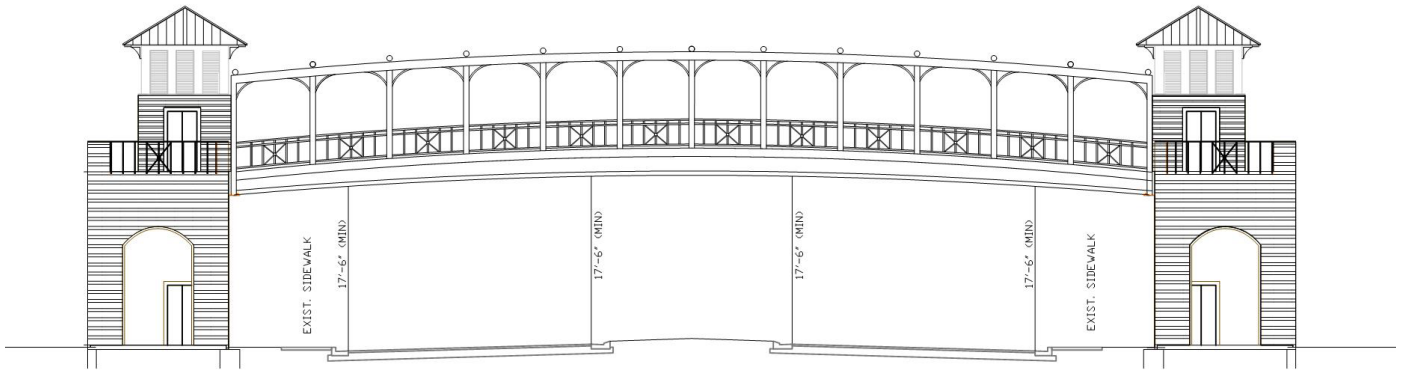
Pedestrian Overpass Alternative

- 11 vehicle/pedestrian accidents (6/16 to 7/20) in immediate US 98 corridor
- 10 accidents were in vicinity of Stahlman Ave. Intersection (2 fatalities)
- $1.5M-$2M Construction Cost (w/o ROW)









Stahlman Avenue Intersection Assessment

Other Recommendations

- FDOT recommendations for turn lane addition (dedicated right, through and left turn on North and South Leg of intersection)
- Intersection reconstruction with realignment (Requires Whataburger acquisition and relocation of HarborWalk Village Drive Development Order Modification
- Advanced Traffic Management System – Corridor Wide



VOLKERT

Presentation Update

Destin City Council Meeting
April 5, 2021

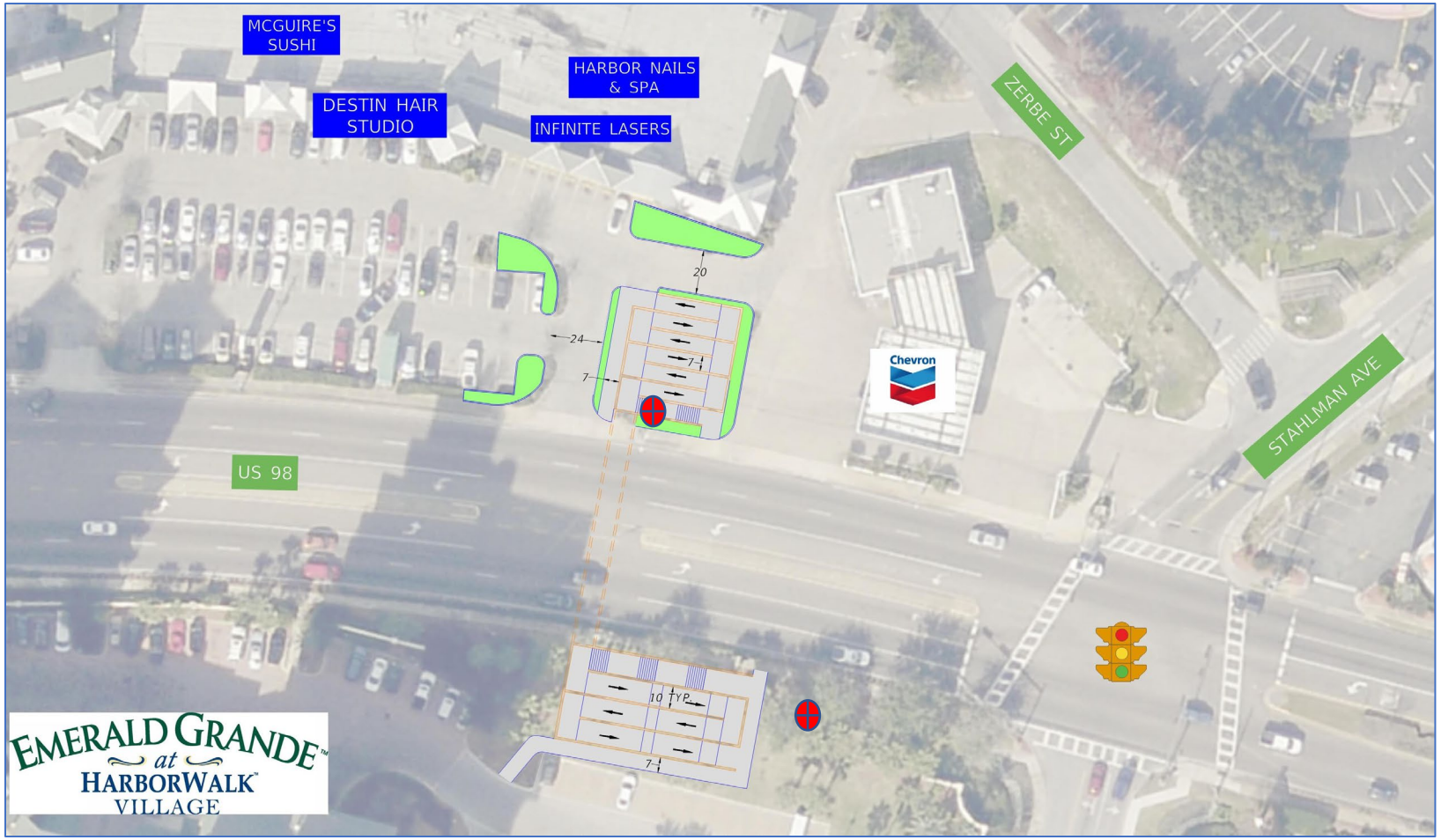


VOLKERT

Stahlman Avenue Intersection Assessment

Pedestrian Underpass Alternative

- 11 vehicle/pedestrian accidents (6/16 to 7/20) in immediate US 98 corridor
- 10 accidents were in vicinity of Stahlman Ave. Intersection (2 fatalities)
- Depth required for construction (14’ min)
- Groundwater ele. > 14ft below existing grade (Testing locations ⊕)
- Advantages
  - Potentially address vehicle/pedestrian conflicts
  - Provide Crossing without conflict to US 98 vehicular traffic
- Disadvantages
  - $3.2M-$3.8M Construction Cost (w/o ROW)
  - Impact to traffic during construction



Stahlman Avenue Pedestrian Low-cost Pedestrian Safety Recommendations

- Could be implemented with or without other recommendations
  - Install linear pedestrian barrier and/or low-level landscaping to medians. Deters pedestrians from crossing where drivers do not anticipate pedestrians crossing in travel lanes
  - Update existing lighting at existing signalized intersection crossings and midblock crossings to current AASHTO standards for pedestrian lighting at signalized crossings and midblock crossings





Stahlman Avenue Intersection Assessment

Impacts of Crosstown Connector

- Direct link between Benning Dr and Beach Dr
- No major impacts anticipated at the intersection US 98 and Stahlman Ave
- Anticipated diverted trip amount similar to existing conditions



ITEM # 2021-3293

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: April 5, 2021
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.C.

TO: City Council

THRU: Krystal Strickland, Finance Director
Kyle Bauman, City Attorney
Louis Zunguze, Community Development Director
Lance Johnson, City Manager

FROM: Jeffrey Cozadd, Grants Manager

DATE: 3/8/2021

SUBJECT: Resolution 21-03 - Transportation Regional Incentive Program (TRIP) Agreement - Crosstown Connector EN615

I. BACKGROUND: On June 1, 2020, the City Council directed the redesign of the Cross Town Connector from a four-lane to a two-lane road section. The redesign work is underway. The design will identify additional properties that will need to be acquired in order to construct the cross-town connector.

II. DISCUSSION: The cross-town connector project (EN615) was awarded $2.7 million in funds from FDOT's Transportation Regional Incentive Program TRIP. The granted award is restricted to purchases of right-of-way necessary to construction of the Beach to Benning drive portion of the cross-town connector. The award is split between two state fiscal years, with $1 million available immediately, and the remaining $1.7 million to become available after July 1, 2021. Although the state fiscal years differ, the entirety of the funds will be available during the City's fiscal year 2021.

A. Link to Strategic Goals / Objectives: 2.B. Crosstown Connector (US 98 Alternative) Direction, Funding ROW Acquisition.

B. Effect on Budget (EOB): Accepting this grant award will increase our Capital Improvement Budget by $2.7 million.

	31554100 ROAD IMPACT FEES	31554312 GAS TAX#2	30554133 TRIP GRANT	TOTAL
EN615 X-Town Connector	$ 1,400,000	$ 75,000		$ 1,475,000
FY21 Adopted Budget*	1,400,000	75,000	-	1,475,000
Previous Expenses/Encumbrances	387,043	-	-	387,043
Available Program Budget	1,012,957	75,000	-	1,087,957
This Agreement +(-)	-	-	2,700,000	2,700,000
FY21 Remaining Program Budget	$ 1,012,957	$ 75,000	$ 2,700,000	$ 3,787,957

*Includes Encumbrances rolled forward

C. Level of Service (LOS): Completing the Crosstown Connector would increase in the level of service for the City of Destin transportation system.

III. CONCLUSION: Right-of-way acquisition will be required in order to complete the cross-town connector. TRIP grant funding of $2.7M will have a significant positive impact on this project.

IV. RECOMMENDED MOTION: I move to adopt Resolution 21-03, authorizing the City Manager to execute the TRIP Agreement with FDOT and amending the City's Fiscal Year 2021 Budget accordingly, and directing the City Manager to deliver all necessary documents to the FDOT.

Attachments:

1. Resolution 21-03 - Acceptance of and Budget Amendment for TRIP grant - final
2. Exhibit "A" - EN615 TRIP GRANT Bud Amend
3. G1U39 - City of Destin - Destin Crosstown Connector - 3.31.21

RESOLUTION 21-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, AUTHORIZING AND DIRECTING ENTRY INTO A STATE-FUNDED GRANT AGREEMENT FOR TRANSPORTATION REGIONAL INCENTIVE PROGRAM FUNDS FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR RIGHT-OF-WAY ACQUISITION NECESSARY FOR THE CROSSTOWN CONNECTOR PROJECT; AMENDING THE FISCAL YEAR 2021 BUDGET AS DESIGNATED IN THE ATTACHED EXHIBIT "A," DESCRIBING AMENDMENTS NECESSARY TO ACCOMMODATE THE CITY'S RECEIPT OF THE TRANSPORTATION REGIONAL INCENTIVE PROGRAM FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Beach Drive to Benning Drive road project is the last unconnected leg of the City's Crosstown Connector Project—an east-west roadway corridor intended to relieve traffic congestion in the City of Destin, Florida (the "Crosstown Connector Project"); and

WHEREAS, through Resolution 20-23, the City Council of the City (the "City Council") determined that a four-lane roadway in this Crosstown Connector Project area would be detrimental to the area and formally established the Crosstown Connector Project as a two-lane facility; and

WHEREAS, right-of-way still must be acquired to complete the Crosstown Connector Project; and

WHEREAS, the State of Florida Department of Transportation ("FDOT") has offered to enter into a State-Funded Grant Agreement for a Transportation Regional Incentive Program funds in the amount of two-million seven hundred thousand dollars ($2,700,000.00) designated for right-of-way acquisition necessary for the Crosstown Connector Project (the "TRIP Grant"); and

WHEREAS, the City Council has determined that it is in the public's best interest for the City to accept the TRIP Grant on the terms presented therein; and

WHEREAS, the City of Destin, Florida (the "City") has adopted its Fiscal Year 2021 Budget (the "2021 Budget") through the adoption of Ordinance Number 20-26-CN; and

WHEREAS, the City Council of the City has determined that it is in the public's best interest to amend the 2021 Budget in accordance with the attached City of Destin Budget Amendment Form, attached hereto as Exhibit "A," which describes amendments necessary to accommodate the City's receipt of the TRIP Grant.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. Recitals.

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

Section 2. Authorizing and Directing Entry into the TRIP Grant.

2. The City Manager is hereby authorized and directed to execute the TRIP Grant to deliver the executed TRIP Grant and any other required documentation to appropriate FDOT officials.

Section 3. Amending the 2021 Budget.

3. The 2021 Budget is hereby amended as described in Exhibit "A."

Section 3. Effective Date.

4. This Resolution shall take effect immediately upon adoption by the City Council.

ADOPTED THIS 5TH DAY OF APRIL 2022

_____
Gary Jarvis, Mayor

ATTEST:

_____
Rey Bailey, City Clerk

CITY OF DESTIN Budget Amendment Form

Fiscal Year	2021	Short Decription	GRANT AWARD	Entity Code	1
Period	7	Effective Date	4/5/2021	Amendment Type*	2
Ref 1	BUA	Budget Year Code	1	Budget Projection Inclusion	One Time
Ref 2	ADJ				

*AMENDMENT TYPE: 1 = Exp/Exp or Rev/Rev, 2 = Exp/Rev, 3 = Exp/Rev one sided, 7 = Exp/Rev Inter fund, 8 = Exp/Exp Inter Fund

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrease (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
305300 CAPITAL PROJECTS	381305 TXFR IN FROM GF	EN615 X-TOWN CONNECTOR	FDOT TRIP GRANT ROW	I	$ 2,700,000.00	$ -	$ 2,700,000.00
30554133 CAPITAL PROJECTS	561000 LAND	EN615 X-TOWN CONNECTOR	FDOT TRIP GRANT ROW	I	$ 2,700,000.00	$ -	$ 2,700,000.00
01300 REVENUE	334491 ST GRANT-TRANSPORTATION	EN615 X-TOWN CONNECTOR	FDOT TRIP GRANT ROW	I	$ 2,700,000.00	$ -	$ 2,700,000.00
0158188 TRANSFERS	581305 TXFR TRIP GRANT	EN615 X-TOWN CONNECTOR	FDOT TRIP GRANT ROW	I	$ 2,700,000.00	$ -	$ 2,700,000.00

	Initials	Date
Created by:		
Entered by:		
Approved by:		

Note

Increase Budget to add $2.7 grant award

STATE-FUNDED GRANT AGREEMENT

FPN: 440553-1-44-01	Fund: TRIP/TRWR	FLAIR Category: 088777
	Org Code: 55032010330	FLAIR Obj: 751000
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No:57- Okaloosa	Contract No: G1U39	Vendor No: F592480854001

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and City of Destin, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (CSFA 55.008)
   - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (CSFA 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (CSFA 55.016)
   - ☒ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
   - ☐ Insert Legal Authority , Insert Funding Program Name , Insert CSFA Number

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in Destin Cross Town Connector from Benning Drive to Beach Drive Right of Way Acquisition, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before _____. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

    a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

    b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

    c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

    d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

    a. The estimated cost of the Project is $7,565,000. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

    b. The Department agrees to participate in the Project cost up to the maximum amount of $2,700,000 and, additionally the Department's participation in the Project shall not exceed 50% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

    c. The Department's participation in eligible Project costs is subject to, but not limited to:

        i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

        ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel expenses are not compensable under this Agreement.

f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests

payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

g. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

h. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

j. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

k. The Department’s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department’s project manager must be received prior to costs being incurred by the Recipient. See **Exhibit “B”** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

l. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

m. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient

files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

n. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to

obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design

plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and

cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY] hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation

insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a. **Exhibits A, B, D, F,** and **J** are attached to and incorporated into this Agreement.

b. ☐ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

f. ☒ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: Exhibit P: Interlocal Agreement

g. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
*Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): Exhibit P: Interlocal Agreeemnt

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT
City of Destin
4200 Indian Bayou Trail
Destin, Florida 32541

By: _____

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: Tim Smith, P.E.

Title: D3 Director of Transportation Development

Legal Review:

By: _____

Name: _____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 440553-1-44-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

City of Destin (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.3 miles - New Local Roadway Facility - Off the SHS

PROJECT DESCRIPTION: Destin Crosstown Connector from Benning Drive/Azalea Drive to Beach Drive/Legion Drive - Connecting Azalea Drive to Legion Drive with a 2 Lane Roadway - Right of Way Aquisition

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities, within the State right-of-way.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by 8/31/2021.
b) Design to be completed by 5/31/2022.
c) Right-of-Way requirements identified and provided to the Department by 8/31/2022.
d) Right-of-Way to be certified by 12/31/2023.
e) Construction contract to be let by 5/31/2024.
f) Construction to be completed by 3/31/2026.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
n/a

STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	**FINANCIAL PROJECT NUMBER:**
City of Destin 4200 Indian Bayou Trail Destin, Florida 32541	440553-1-44-01

I. **PHASE OF WORK by Fiscal Year:**	**FY 2021**	**FY2022**	**FY**	**TOTAL**
Design- Phase 34	$ 0.00	$ 0.00	$ 0.00	$0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit “A”)	% or $ 0.00	% or $ 0.00	% or $ 0.00	% or $0.00
In-Kind Contribution	$	$	$	$ 0.00
Cash	$	$	$	$ 0.00
Combination In-Kind/Cash	$	$	$	$ 0.00
Right of Way- Phase 44	$ 5,865,000.00	$ 1,700,000.00	$ 0.00	$7,565,000.00
Maximum Department Participation - (TRIP)	50% or $ 1,000,000.00	50% or $ 1,700,000.00	% or $	% or $ 2,700,000.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit “A”)	% or $ 4,865,000.00	% or $ 0.00	% or $ 0.00	% or $4,865,000.00
In-Kind Contribution	$ 4,865,000.00	$	$	$ 4,865,000.00
Cash	$	$	$	$ 0.00
Combination In-Kind/Cash	$	$	$	$ 0.00
Construction/CEI - Phase 54	$ 0.00	$ 0.00	$ 0.00	$0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit “A”)	% or $ 0.00	% or $ 0.00	% or $ 0.00	% or $0.00
In-Kind Contribution	$	$	$	$ 0.00
Cash	$	$	$	$ 0.00
Combination In-Kind/Cash	$	$	$	$ 0.00

Insert Phase and Number (if applicable)	$ 0.00	$ 0.00	$ 0.00	$0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Maximum Department Participation - (Insert Program Name)	% or $	% or $	% or $	% or $ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or $ 0.00	% or $ 0.00	% or $ 0.00	% or $0.00
In-Kind Contribution	$	$	$	$ 0.00
Cash	$	$	$	$ 0.00
Combination In-Kind/Cash	$	$	$	$ 0.00
II. **TOTAL PROJECT COST:**	$5,865,000.00	$1,700,000.00	$0.00	$7,565,000.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Maria Showalter - TRIP Coordinator
District Grant Manager Name

Signature Date

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and CSFA Number:

- ☐ County Incentive Grant Program (CIGP), (CSFA 55.008)
- ☐ Small County Outreach Program (SCOP), (CSFA 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (CSFA 55.016)
- ☒ Transportation Regional Incentive Program (TRIP), (CSFA 55.026)
- ☐ Insert Program Name, Insert CSFA Number

***Award Amount:** $2,700,000.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STATE-FUNDED GRANT AGREEMENT

EXHIBIT P

INTERLOCAL AGREEMENT

Interlocal Agreement is attached and incorporated into this Agreement.

INTERLOCAL AGREEMENT FOR CREATION OF THE NORTHWEST FLORIDA REGIONAL TRANSPORTATION PLANNING ORGANIZATION

THIS REVISED AND RESTATED INTERLOCAL AGREEMENT is made and entered into this 21st day of September, 2005, by and between the FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION , and the OKALOOSA-WALTON TRANSPORTATION PLANNING ORGANIZATION, and supercedes all previous agreements.

RECITALS:

WHEREAS, Census 2000 shows that the Fort Walton Beach Urbanized Area is no longer just contiguous to the Pensacola Urbanized Area, but extends across the Okaloosa-Santa Rosa County Line to Navarre; and

WHEREAS, federal and state transportation agencies have placed an emphasis on regional transportation planning to develop regional transportation solutions, and this emphasis is demonstrated most strongly in the 2003 Florida Legislature's direction to the Florida Transportation Commission to study the nature and extent of regional transportation planning efforts by and among Florida's twenty-six metropolitan planning organizations and creation of the Transportation Regional Incentive Program during the 2005 Session; and

WHEREAS, in February 2003, the Florida Department of Transportation, acting on behalf of the Governor, communicated to the Florida-Alabama TPO (formerly known as the Pensacola MPO) and Okaloosa-Walton TPO the need to either consolidate as one metropolitan planning organization or develop a consultative process to incorporate institutional and process improvements to address regional transportation issues at the metropolitan planning organization level; and

WHEREAS, by June 26, 2003, the Florida-Alabama TPO and Okaloosa-Walton TPO responded to the Department with a commitment to enter into an interlocal agreement for purposes of coordinating long range transportation plans, establishing regional transportation priorities, and developing an enhanced regional public involvement process, and

WHEREAS, the 2003 Legislature modified Paragraph 339.175 (5) (i) (2), Florida Statutes, authorizing contiguous metropolitan planning organizations and individual political

subdivisions to enter into agreements to coordinate activities or to achieve any federal or state transportation planning goals or purposes; and

WHEREAS, the parties of this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development; and

WHEREAS, the undersigned parties have determined that this Agreement satisfies the requirements of and is consistent with Section 339.175 (5) (i) (2), , Florida Statutes; and

WHEREAS, the Transportation Regional Incentive Program created by 339.2819, Florida Statutes, requires that the entity that is creating the regional transportation plan be identified and that the boundaries of the regional transportation area be delineated; and

WHEREAS, the interlocal agreement must be consistent with statutory requirements set forth in Section 163.01, Florida Statutes, relating to interlocal agreements; and

WHEREAS, the undersigned parties have determined that this Agreement is consistent with the requirements of Section 163.01, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the parties desiring to be legally bound, do agree as follows:

ARTICLE 1
TITLE; RECITALS; DEFINITIONS

Section 1.01. This Interlocal Agreement shall be known and may be cited as the "Northwest Florida Regional Transportation Planning Organization Agreement."

Section 1.02. Recitals. Each and all of the foregoing recitals be and the same hereby incorporated herein and acknowledged to be true and correct to the best of the parties' knowledge. Failure of any of the foregoing recitals to be true and correct shall not operate to

invalidate this Agreement.

Section 1.03. Definitions. The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

(a) "Agreement" means and refers to this instrument, as amended from time to time, entered into according to provisions of part I, Chapter 163, Florida Statutes.

(b) "Department" shall mean and refer to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, Florida Statutes.

(c) "Long Range Transportation Plan" is the 20-year plan of each local metropolitan planning organization which identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities; indicates proposed transportation enhancement activities; and in ozone/carbon monoxide non-attainment areas is coordinated with the State Implementation Plan; all as required by 23 USC Section 134(g), 23 CFR Section 450.322, Section 339.175(6), Florida Statutes.

(d) "Member" means the Florida-Alabama Transportation Planning Organization (FL-ALTPO), formerly called the Pensacola MPO, or the Okaloosa-Walton Transportation Planning Organization (O-WTPO).

(e) "Metropolitan Planning Area" means and refers to the planning area as delineated by each TPO for the urbanized area containing at least a population of 50,000 as described in 23 USC Section 134(b)(1), 49 USC Section 5303(c)(1), and Section 339.175, Florida Statutes, which shall be subject to the TPO.

(f) "Organization" means the body politic and corporate created pursuant to this Agreement.

(g) "Regional Transportation Area" means the boundaries of the area to be covered by the regional transportation plan and list of project priorities created pursuant to the

Transportation Regional Incentive Program. The boundaries of the regional transportation area are defined as follows: the entirety of, Escambia, Okaloosa, Santa Rosa, and Walton Counties, Florida.

(h) "Regional Transportation Priorities" are those priorities for transportation projects, which are located in or affect transportation in more than one county.

(i) "Representative" means an elected official who serves on the governing board of the Northwest Florida Regional Transportation Planning Organization.

(j) "TPO" means the individual, local metropolitan planning organizations, Florida-Alabama TPO, and Okaloosa-Walton TPO,; formed pursuant to Section 339.175, Florida Statutes, for each respective designated urbanized area.

(k) "Transportation Priorities" means those transportation projects selected annually by each metropolitan planning organization, written in order of priority for implementation, and submitted to the Florida Department of Transportation for use in developing the Department's Work Program.

(l) "Transportation Regional Incentive Program" means a program established under Section 339.2819, Florida Statutes that provides matching funds from the Florida Department of Transportation for regionally significant projects identified in a regional transportation plan and list of project priorities.

ARTICLE 2
PURPOSE

Section 2.01. General Purpose. The purpose of this Agreement is to establish a regional transportation planning organization and partnership by an interlocal agreement, which complies with the 2003 amendment of Paragraph 339.175 (5)(i)(2), Florida Statutes, and Section 339.2819, Florida Statutes.

(a) To establish a forum for a coordinated and cooperative regional transportation planning process for Escambia, Santa Rosa, Okaloosa, and Walton Counties; to

implement the Agreement through coordination of long range transportation plans, project priorities, and planning policies; and to begin developing alternatives for a solution to congestion and safety problems on US 98, a regionally-significant arterial roadway;

(b) To identify regional transportation projects which improve mobility across county and metropolitan planning area boundaries and, in cooperation with the Department of Transportation, to seek funding for those projects;

(c) Through cooperation with the individual, local metropolitan planning organizations, to develop and adopt regional transportation priorities for regional transportation projects.

(d) To develop a regional transportation plan and list of project priorities for the purpose of soliciting funds from the Transportation Regional Incentive Program.

ARTICLE 3
ORGANIZATION AND CREATION

Section 3.01. Establishment of Organization. The Organization is hereby created and established pursuant to this Agreement to carry out the purposes and functions set forth in Article 2. The legal name of this Organization shall be the Northwest Florida Regional Transportation Planning Organization.

Section 3.02. Organization to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Agreement, the Organization will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. Governing board to act as policy-making body of Organization. The governing board established pursuant to Section 4.01 of this Agreement shall be the policy-making body that is the forum for cooperative decision-making and will be taking the required approval action as the Organization.

Section 3.04. Submission of proceedings; Contracts and other documents. Subject to the right to claim an exemption from the Florida Public Records Law, Chapter 119, Florida Statutes, the parties shall submit to each other such data, reports, records, contracts, and other documents relating to its performance as an Organization as is requested. Charges to be in accordance with Chapter 119, Florida Statutes.

Section 3.05 Rights of review. All parties to this Agreement, and the affected Federal and state agencies (i.e., FHWA, FTA, and FDOT) shall have the rights of technical review and comment on Organization projects.

ARTICLE 4
COMPOSITION; MEMBERSHIP; TERMS OF OFFICE

Section 4.01. Composition and membership of governing board.

(a) The governing body of the Organization shall consist of sixteen (16) representatives. The representation of members shall be distributed as follows: eight representatives appointed by the Florida-Alabama Transportation Planning Organization, distributed as four from Escambia County and four from Santa Rosa County; and eight representatives appointed by the Okaloosa-Walton Transportation Planning Organization, distributed as four from Okaloosa County and four from Walton County. The representatives from each county may include county and municipal elected officials. Representatives shall hold elected office and be a current member, or alternate, of the TPO. All representatives shall have voting privileges. Any Member may remove and replace the representative(s) it appointed at any time, with or without cause. Representatives of the Organization may be removed from office by the Governor for misconduct, malfeasance, misfeasance, or nonfeasance in office.

(b) At the first meeting of each calendar year, the governing body of the Organization shall elect one of its representatives as chair of the Organization who will preside over meetings, and another representative as vice chair to perform duties of the chair in his absence. The chair and vice chair shall hold offices for one-year terms, and may be eligible for reelection to successive terms. Any officer may be removed from office, with or without cause, upon majority vote of the governing body of the Organization at any duly scheduled meeting No such removal from office of the Organization shall have the effect of removing such person as a representative; rather only the member that appointed the representative shall have such

authority.

(c) Nine representatives shall constitute a quorum and the vote of nine representatives shall be necessary for any action taken by the Organization. No vacancy in the Organization shall impair the right of a quorum of the Organization to exercise all the rights and perform all of the duties of the Organization.

(d) Each Member shall appoint an alternate for each representative on the governing body. Alternates shall be elected officials serving the same general-purpose local government as the representative and the alternate shall be eligible to vote when the representative is absent from meetings.

(e) The non-voting representatives shall include the District Secretary, or designee, of the Florida Department of Transportation's Third District and the Chairman, or designee, of the Eglin Air force Base Encroachment Committee.

Section 4.02. Terms. Notwithstanding the representation provisions of Section 4.01(a), the term of office of representatives of the Organization shall be four (4) years. The representation by a representative who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the representative. A vacancy shall be filled by the original appointing entity. A representative may be appointed for one or more additional four (4) year terms.

ARTICLE 5
AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. General authority. The Organization shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive regional transportation planning process.

Section 5.02. Specific authority and powers. The Organization shall have the following powers and authority:

(a) As provided in Section 163.01(14), Florida Statutes, the Organization may enter into contracts for the performance of service functions of public agencies;

(b) As provided in Section 163.01(5)(j), Florida Statutes, the Organization may acquire, own, operate, maintain, sell, or lease real and personal property;

(c) As provided in Section 163.01(5)(m), Florida Statutes, the Organization may accept funds, grants, assistance, gifts or bequests from local, State, and Federal resources;

(d) The Organization may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and

(e) The Organization shall have such powers and authority as specifically provided in Sections 163.01 and 339.175, Florida Statutes, and as may otherwise be provided by federal or state law

Section 5.03. Duties and responsibilities. The Organization shall have the following duties and responsibilities:

(a) The Organization shall prepare and approve a regional transportation plan;

(b) The Organization shall prepare and approve regional transportation policies and priorities;

(c) Preparation of the regional transportation plan, policies, and priorities shall be an interactive process among the Organization, and each of the TPOs, with the Organization drafting the regional plan, policies, and priorities for tentative endorsement; forwarding the plans to the TPOs for approval; and upon receipt of TPO approval, the Organization shall issue final adoption;

(d) All parties to this Agreement shall participate in this planning process, and share information and data requested by the Organization in order to accomplish the mutual goals of the Organization;

(e) During the process of developing regional plans, policies, and priorities, the Organization may consult the members of the TPO Technical Coordinating Committees and Citizens' Advisory Committees, for it is not the intent of the Organization to create additional advisory committees;

(f) The Organization shall establish a budget which shall operate on a fiscal year basis consistent with any requirements of the *Unified Planning Work Program* and the budget shall be included in the respective *Unified Planning Work Program* of each TPO;

(g) In cooperation with the Department, prepare a plan to implement the approved regional transportation priorities;

(h) Adopt operating rules and procedures.

ARTICLE 6
STAFF TO THE ORGANIZATION

Section 6.01. Staff. Based on the approval of each TPO, the Organization will retain the Transportation Division of the West Florida Regional Planning Council, which currently provides staff services to both TPOs, as the designated staff of the Organization.

ARTICLE 7
FUNDING AND RECORD-KEEPING

Section 7.01. Funding. The Organization shall be funded in the following manner.

(a) Administrative Expenses - The Florida-Alabama TPO and Okaloosa-Walton TPO shall equally share the cost of basic administration of the Organization by identifying a task in each respective, annual *Unified Planning Work Program*, to be funded with Federal PL (transportation planning) funds. Administrative expenses shall include: writing of agendas and minutes; preparing for meetings; providing staff support of meetings; arranging for consultants and speakers to attend meetings, as called for in agendas; and keeping timesheets and other records to account for time and expenses.

(b) Additional Planning Activity Expenses - Studies and projects undertaken by the Organization, which are in addition to basic administration, shall be funded with state and federal funds.

Section 7.02. Record-keeping and document retention. The Organization shall prepare and retain all records in accordance with the federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18d, Subpart C, 49 CFR Section 18.42, and Chapter 119, Florida Statutes. Records of the Organization shall be retained by the West Florida Regional Planning Council.

ARTICLE 8
DISPUTE RESOLUTION

Section 8.01 Dispute resolution. The Organization shall use the following procedures to resolve disagreements regarding interpretation of this Agreement, disputes relating to the operation of the Organization, or disagreements regarding approval of the regional transportation plan, policies, and priorities:

(a) Internal resolution – appoint a committee with representatives of all four counties, which may include members of each TPO Technical Coordinating Committee, to seek a resolution; and

(b) Implement the Conflict Mediation Procedure established by the West Florida Regional Planning Council, as set forth in Rule 29A-3, Florida Administrative Code

ARTICLE 9
MISCELLANEOUS PROVISIONS

Section 9.01. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by law, except to the extent of actual and timely performance thereof by one or more of the parties to this Agreement or any legal or administrative entity created or authorized by this Agreement, in

which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 9.02. Amendment of Agreement. Amendments or modifications of this Agreement may only be made by written agreement signed by all parties here to with the same formalities as the original Agreement.

Section 9.03. Duration; withdrawal procedure.

(a) Duration. This Agreement shall remain in effect until terminated by the parties to this Agreement; provided.

(b) Withdrawal procedure. Either member may withdraw from this Agreement after presenting in written form a notice of intent to withdraw to the other parties to this Agreement, giving recognition that withdrawal by either member terminates the Agreement and dissolves the Organization.

Section 9.04. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Required notices shall be addressed as follows:

Chairman
Florida-Alabama Transportation Planning Organization
P.O. Box 9759
Pensacola, FL 32513-9759

Chairman
Okaloosa-Walton Transportation Planning Organization
P.O. Box 9759
Pensacola, FL 32513-9759

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 9.05. Interpretation.

(a) Drafters of Agreement. The members of each TPO were represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Agreement and in choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.

(b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgement, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

(c) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:

(1) The singular of any word or term includes the plural;

(2) The masculine gender includes the feminine gender; and

(3) The word "shall" is mandatory, and "may" is permissive.

Section 9.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own attorney's fees in connection with such proceeding.

Section 9.07. Agreement execution; Use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 9.08. Effective date; Cost of recordation.

(a) Effective date. This Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.

(b) Recordation. The TPOs hereby agree to pay for any costs of recordation or filing of this Agreement in the Office of the Circuit Court for each respective county in which a party is hereto located. The recorded or filed original hereof, or any amendment, shall be returned to the Organization for filing in its records.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated Organization.

Signed, Sealed and Delivered in the presence of:

FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION

BY: Gordon A. Goodin
for J.D. Smith, Chairman

(Seal)

OKALOOSA-WALTON TRANSPORTATION PLANNING ORGANIZATION

BY: Elaine Tucker
Elaine Tucker, Chairman

(Seal)

ATTEST:

BY: Michael W. Zeigler
Michael W. Zeigler, Director
Transportation Planning

DATE: September 21, 2005

To: Maria.Showalter@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G1U39

1/29/2021

CONTRACT INFORMATION

Contract:	G1U39
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF DESTIN
Vendor ID:	F592480854001
Beginning Date of This Agreement:	02/08/2021
Ending Date of This Agreement:	06/30/2022
Contract Total/Budgetary Ceiling:	ct = $2,700,000.00
Description:	DESTIN CROSS TOWN CONNECTOR FROM BENNING DRIVE TO BEACH DRIVE - Right of Way Aquisition

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 1/29/2021

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55032010330
Expansion Option:	AI
Object Code:	751000
Amount:	$1,000,000.00
Financial Project:	44055314401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2021
Budget Entity:	55100100
Category/Category Year:	088777/21
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $1,000,000.00

To: Maria.Showalter@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G1U39

1/28/2021

CONTRACT INFORMATION

Contract:	G1U39
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF DESTIN
Vendor ID:	F592480854001
Beginning Date of This Agreement:	02/08/2021
Ending Date of This Agreement:	06/30/2022
Contract Total/Budgetary Ceiling:	ct = $2,700,000.00
Description:	DESTIN CROSS TOWN CONNECTOR FROM BENNING DRIVE TO BEACH DRIVE - Right of Way Aquisition

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 1/28/2021

Action:	Future Year
Reviewed or Approved:	*REVIEWED
Organization Code:	55032010330
Expansion Option:	AI
Object Code:	751000
Amount:	$1,700,000.00
Financial Project:	44055314401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2022
Budget Entity:	55100100
Category/Category Year:	088777/22
Amendment ID:	A001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	/04

Total Amount: $1,700,000.00

***Reviewed Funds Approval and encumbrance processing is contingent upon Annual Legislative appropriation.**

ITEM # 2021-3415

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: April 5, 2021
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.D.

TO: City Council

THRU: Lance Johnson, City Manager
Krystal Strickland, Finance Director
Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

FROM: Donald Smith, City Engineer
Joe Bodi, Engineering Asst. II
Traci Goodhart, Planner/Stormwater Manager

DATE: March 29, 2021

SUBJECT: Zerbe/Calhoun Phase 2 Project

I. BACKGROUND: On April 1, 2019, City Council directed staff to pursue a bid process for an engineering firm to create conceptual drawings and concrete plans for pedestrian improvements and boardwalk extension under the Marler Bridge.

II. DISCUSSION: This is an extension of the Zerbe/Calhoun Pedestrian Improvements Phase I that is currently under construction. Funding for the design of Zerbe/Calhoun Pedestrian Improvements was appropriated by Council and the remaining funding can be allocated for the design.

The services for engineering design for Zerbe/Calhoun Pedestrian Improvements Phase II include:

- Pre-Design Services,
- Engineering Services,
- Public Involvement,
- Environmental/Permitting, and
- Post Design Services

The following options exist to procure engineering services to develop plans for the Zerbe/Calhoun Pedestrian Improvements Phase II project. The primary impact of each option

is time which includes staff resources. Cost is not an impact as consultant firms are chosen based on qualifications and scope and fee is negotiated after selection.

Option 1: City staff can do a Request for Proposals (RFP) and select a qualified candidate.
Time Impacts: 5-6 months

Option 2: City staff can utilize existing continuing engineering services contracts and select a qualified candidate.
Time Impacts:
Time: 1 month to select a firm

If Council chooses **Option 1**, City staff would put out a RFP and select a qualified candidate and could possibly give a Notice to Proceed (NTP) by the end of August.

If the council choices **Option 2**, The City may select Dewberry, Baskerville-Donovan, or Volkert, the current engineering service providers for the City based on their qualifications. NTP could possibly be given before the end of April.

A. Link to Strategic Goals / Objectives: As listed in the Council Objectives; Calhoun Avenue Multi-use Trail – Phase II Design and construction (pathway under Marler Bridge)

B. Effect on Budget (EOB): TBD or not to exceed $181,704.00 based on Council's decision. The effect would be as follows:

	30558500 GF CIP	31554100 ROAD IMPACT	31554500 MULTI-MODAL	TOTAL
565000-TR618 Zerbe-Calhoun Pedestrian Path	$ 230,920	$ 350,000	$ 247,500	$ 828,420
FY21 Adopted Budget*	230,920	350,000	247,500	828,420
Previous Expenses/Encumbrances	41,177	350,000	247,500	638,677
Available Program Budget	189,743	-	-	189,743
This Agreement +(-)	(181,704)	-	-	(181,704)
FY21 Remaining Program Budget	$ 8,039	$ -	$ -	$ 8,039

*Includes Encumbrances rolled forward

C. Level of Service (LOS): Increase the quality of life for Destin Residents and Visitors by improving the efficiency and safety of Highway 98 by reducing pedestrian movements from the US 98 / Stahlman Avenue Intersection.

III. CONCLUSION: Option 1 and 2 can be used to procure a qualified candidate for design services for Zerbe/Calhoun Pedestrian Improvements Phase II with time being the primary impact. Option 1 would be end of August and Option 2 would be mid-June.

IV. RECOMMENDED MOTION: I move that City Council approve Options 1 or 2 (choose one) for the Zerbe/Calhoun Pedestrian Improvements Phase II.

Attachments:

ITEM # 2021-3415

1. Zerbe_Calhoun Council Presentation Final
2. City of Destin TO #2_Zerbe_Calhoun Ped Path Phase II Scope

Zerbe Street- Calhoun Avenue Pedestrian Improvements



Background

- April 1, 2019, City Council directed staff to pursue a bid process for an engineering firm to create conceptual drawings and concrete plans for pedestrian improvements and boardwalk extension under Marler Bridge.

The services for engineering design for Zerbe/Calhoun Pedestrian Improvements Phase II include;

- Pre-Design Services,
- Engineering Services,
- Public Involvement,
- Environmental/Permitting, and
- Post Design Services

Options

- City Staff presents the following options for Council review and approval;
- Option 1 – City Staff will make a Request for Proposals (RFP), select a qualified candidate, and proceed with a Notice to Proceed (NTP). Time to NTP would be approximately July.
- Option 2 – City will select on of our continuing engineering services providers, negotiate a fee and scope, and issue a task order for the engineering design services. Time to NTP would be end of May.
- Option 2A – City may select Volkert, Inc. as a conitinuing services provider at a negotiated scope and fee of not to exceed $181,704 and the time to start would be April.

Recommendation

- February 22, 2021 – Volkert, Inc. provided a scope and fee proposal for the Zerbe/Calhoun Phase II Pedestrian Improvements for City Council review & consideration as requested by staff.

- Staff recommends Volkert be chosen to provide these services because they can start immediately, work regularly with FDOT, have expertise in transportation facilities, and are familiar with the area.

- Total Services - $181, 704.00

QUESTIONS AND DISCUSSION



VOLKERT

Volkert, Inc.
215 Fairpoint Drive
Suite B
Gulf Breeze, FL 32561

Office 850.512.8935
volkert@volkert.com

www.volkert.com

February 22, 2021

Don Smith
City Engineer
City of Destin
4100 Indian Bayou Trail
Destin, Fl 32541

Re: Zerbe/Calhoun Pedestrian Path Phase II
Scope of Services and Fee Proposal

Dear Don,

Volkert, Inc. is pleased to provide the included scope and fee proposal for the Zerbe/Calhoun Pedestrian Path Phase II project. We understand that the project will provide an ADA sidewalk/path that will extend from the Zerbe/Calhoun Phase 1 project south along Calhoun Avenue, west along Highway 98 and provide a boardwalk that will extend under Marler Bridge and connect the existing boardwalk located south the of bridge.

The Scope of Services will include the following:

Task 1- Pre-design Services:

- Coordination and review of existing documents
- Site Visit to review existing conditions
- Survey update- South Eastern Survey #31706001 dated 9/15/2017
- Geotechnical Services
- Phase 1 Cultural Resources Assessment and SHPO Coordination

Task 2- Engineering Services:

Project Management-

- Coordination and Meetings with the City
- Project Schedule and schedule updates
- Project Specific QC plan
- Weekly Project Updates
- Monthly Progress Reports

60% Design

- Develop and Provide 60% Design Plans for review
- Develop and provide 60% Lighting Plans and details
- Develop and provide 60% Boardwalk Structural Plans and details
- Provide 60% Estimated Quantities and Construction Estimate
- QA/QC

VOLKERT

Volkert, Inc.
215 Fairpoint Drive
Suite B
Gulf Breeze, FL 32561

Office 850.512.8935
volkert@volkert.com

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90% Design

- Develop and Provide 90% Design Plans for review
- Develop and provide 90% Lighting Plans and details
- Develop and provide 90% Boardwalk Structural Plans and details
- Provide 90% Estimated Quantities and Construction Estimate
- QA/QC

100% Design

- Develop and Provide 100% Design Plans for construction
- Develop and provide 100% Lighting Plans and details
- Develop and provide 100% Boardwalk Structural Plans and details
- Provide 100% Estimated Quantities and Construction Estimate
- QA/QC

Task 3- Public Involvement-

- Prepare for and attend public involvement meeting with Residents and Stakeholders- this can be in person or virtual
- Provide meeting materials including color renderings of proposed project(2-3 views)
- Review Resident and Stakeholder comments
- Meet with City of review Stakeholder comments

Task 4- Environmental/Permitting:

- Coordination and approval from FDOT
- Permit Exemption verification from FDEP and/or NWFWMD
- Coordination with FWC on Lighting
- Coordination and permit support for the City of Destin permitting/DO

Task 5- Post Design Services:

- Provide review of Bid Documents
- Respond to RFI's
- Attend Pre-bid Meeting
- Provide review of Bid Recommendation
- Attend Pre-con Meeting
- Attend Construction Update Meetings
- Shop Drawing reviews
- Provide Construction Inspections, as needed

VOLKERT

Volkert, Inc.
215 Fairpoint Drive
Suite B
Gulf Breeze, FL 32561

Office 850.512.8935
volkert@volkert.com

www.volkert.com

Any additional services not specifically specified in the above scope of services will be negotiated at the time they are requested using Volkert's 2021 standard rates.

Fees: Task 1- Pre-design Services- $19,953.00 Lump Sum
Task 2- Engineering Services- $126,997.00 Lump Sum
Task 3- Public Involvement- $13,000.00 Lump Sum
Task 4- Environmental/Permitting- $11,754.00 Lump Sum
Total Base Services- $171,704.00

Task 5- Post Design Services- $10,000 budget- NTE to be billed Hourly

Should you have any questions or comments, please give me a call.

Sincerely,



Mike Warnke, P.E.
Assistant Vice President / NF Lead
Volkert, Inc.

X_____
Accepted- Don Smith- City Engineer- City of Destin

Manhour Estimate for Professional Services
City of Destin- Calhoun_Zerbe Pedestrian Path Phase II

Task 1- Pre-Design Services	Principle	Supervisor	Project Manager	Staff 2 Prof.	Staff 1 Prof.	Senior Designer	Designer/CAD Tech
1 Coordination and review of ex. Docs	0	0	8	10	0	0	0
2 Initial Site Visit	0	0	6	12	0	0	0
Total	**0**	**0**	**14**	**22**	**0**	**0**	**0**

Task 2- Engineering Services	Principle	Supervisor	Project Manager	Staff 2 Prof.	Staff 1 Prof.	Senior Designer	Designer/CAD Tech
1 Coordination and meetings	0	0	8	16	0	0	0
2 Project Schedule and Schedule updates	0	0	2	12	0	0	0
3 QC Plan	0	0	2	4	0	0	0
4 Weekly Project updates	0	0	0	24	0	0	0
5 Monthly Progress Reports	0	0	12	18	0	0	0
6 60% Plans	0	0	6	40	48	0	100
7 60% Lighting Plans	0	0	8	14	18	0	20
8 60% Structural Plans	0	0	36	0	0	0	40
9 60% Estimate	0	0	4	6	6	0	6
10 90% Plans	0	0	4	32	34	0	90
11 90% Lighting Plans	0	0	6	10	12	0	10
12 90% Structural Plans	0	0	24	0	0	0	40
13 90% Estimate	0	0	4	6	6	0	6
14 100% Plans	0	0	4	18	22	0	48
15 100% Lighting Plans	0	0	2	3	4	0	6
16 100% Structural Plans	0	2	24	0	0	0	20
17 100% Estimate	0	0	4	6	6	0	6
18 QA/QC	0	10	10	0	0	0	0
Total	**0**	**12**	**160**	**209**	**156**	**0**	**392**

Task 3- Public Involvement	Principle	Supervisor	Project Manager	Staff 2 Prof.	Staff 1 Prof.	Senior Designer	Designer/CAD Tech
1 Prepare for and attend Public Meeting	0	0	6	10	10	0	10
2 Review Comments	0	0	2	8	6	0	0
3 Meet with City of review comments	0	0	2	4	4	0	0
Total	**0**	**0**	**10**	**22**	**20**	**0**	**10**

Task 4- Environmental/Permitting	Principle	Supervisor	Project Manager	Staff 2 Prof.	Staff 1 Prof.	Senior Designer	Designer/CAD Tech
1 Coordination and Approval from FDOT	0	0	2	10	8	0	4
2 Permit exemption verification from FDEP/NWFWMD	0	0	2	10	8	0	8
3 Coordination with FWC on Lighting	0	0	2	4	4	0	0
4 Coordination and Permitting w/ City of Destin	0	0	2	10	8	0	4
Total	**0**	**0**	**8**	**34**	**28**	**0**	**16**

Cost Estimate for Basic Services
City of Destin- Calhoun_Zerbe Pedestrian Path Phase II

Task 1- Pre-Design Services	Rate	Manhour	Cost	
Principle	$285.00	0	$0.00	
Supervisor	$248.00	0	$0.00	
Project Manager	$222.00	14	$3,108.00	
Staff 2 Professional	$165.00	22	$3,630.00	
Staff 1 Professional	$100.00	0	$0.00	
Senior Designer	$116.00	0	$0.00	
Designer/CAD Tech	$98.00	0	$0.00	
Total Direct Labor			**$6,738.00**	
Other Services				
NOVA			**$2,500.00**	
Southeastern Surveying			**$3,900.00**	
Terraxploraitons- Phase 1			**$5,614.00**	
Markup- 10%			**$1,201.00**	
Total Task 1 Estimate			**$19,953.00**	LS

Task 2- Engineering Services	Rate	Manhour	Cost	
Principle	$285.00	0	$0.00	
Supervisor	$248.00	12	$2,976.00	
Project Manager	$222.00	160	$35,520.00	
Staff 2 Professional	$165.00	209	$34,485.00	
Staff 1 Professional	$100.00	156	$15,600.00	
Senior Designer	$116.00	0	$0.00	
Designer/CAD Tech	$98.00	392	$38,416.00	
Total Direct Labor			**$126,997.00**	
Other Services				
Total Task 2 Estimate			**$126,997.00**	LS

Task 3- Public Involvement	Rate	Manhour	Cost	
Principle	$285.00	0	$0.00	
Supervisor	$248.00	0	$0.00	
Project Manager	$222.00	10	$2,220.00	
Staff 2 Professional	$165.00	22	$3,630.00	
Staff 1 Professional	$100.00	20	$2,000.00	
Senior Designer	$116.00	0	$0.00	
Designer/CAD Tech	$98.00	10	$980.00	
Total Direct Labor			**$8,830.00**	
Other Services				
Transgraphics			**$2,700.00**	
Markup- 10%			**$270.00**	
Materials			**$1,200.00**	
Total Task 3 Estimate			**$13,000.00**	LS

Task 4- Environmental/Permitting	Rate	Manhour	Cost	
Principle	$285.00	0	$0.00	
Supervisor	$248.00	0	$0.00	
Project Manager	$222.00	8	$1,776.00	
Staff 2 Professional	$165.00	34	$5,610.00	
Staff 1 Professional	$100.00	28	$2,800.00	
Senior Designer	$116.00	0	$0.00	
Designer/CAD Tech	$98.00	16	$1,568.00	
Total Direct Labor			**$11,754.00**	
Other Services				
Total Task 4 Estimate			**$11,754.00**	LS

Corporate Office
6500 All American Blvd.
Orlando, Florida 32810
P: 407.292.8580

Northwest Florida
1130 Highway 90
Chipley, FL 32428
P: 850.638.0790

Northeast Florida
8641 Baypine Rd.
Suite 5
Jacksonville, FL 32256
P: 904.737.5990

Southwest Central Florida
10770 N 46th St.
Suite C-300
Tampa, FL 33617
P: 813.898.2711

South Central Florida
10 East Lake St.
Kissimmee, FL 34744
P: 407.944.4880

West Central Florida
119 West Main St.
Tavares, FL 32778
P: 352.343.4880

North Central Florida
2860 Hwy 71 N
Suite C
Marianna, FL 32446
P: 850.482.0312

Southeast Alabama
355 N. Oates St.
Suite 5
Dothan, AL 36303
P: 334.648.0288

February 16, 2021

VIA EMAIL: mike.warnke@volkert.com

Mr. Mike Warnke, P.E.
Volkert, Inc.
Assistant Vice President
828 Hwy 98 East
Destin, Florida 32541

RE: Update Topographic Survey for Zerbe Street & Calhoun Avenue Project for the City of Destin Section 24, Township 2 South, Range 22 West, Okaloosa County, Florida

Dear Mr. Warnke,

We are pleased to submit our proposal for Surveying Services on the above-referenced project.

SCOPE OF WORK:
Provide a Topographic Survey to meet the Standards of Practice as prescribed by the Florida Board of Professional Land Surveyors in Chapter 5J-17 FAC, Section 472.027 of the Florida Statutes. The survey will include the following:

1. Recover Horizontal Control in State plane coordinates Vertical Control in NAVD 88 Datum from SSMC Project # 61706 to control all survey tasks.
2. Perform Field walk thru of existing project data to identify areas of changes since survey performed in 2017.
3. Based on field walk thru, locate all improvements and utilities, as evidenced by above ground features or as marked by utility company reps. to include the roadway, all driveways, and drainage structures.
4. Based on field walk thru obtain spot elevations on features and natural ground suitable for depicting 1-foot contours and flow patterns to be shown on final drawing. This will include all drainage details and inverts.
5. Extend existing survey by 50 feet at tie-in area under bridge and locate sidewalk on southside.
6. Confirm existing four (4) site benchmarks.
7. Topographic coverage will be limited from the North side of Zerbe Street as Sibert Avenue, West of Calhoun Avenue and across the street to the West side and North along Calhoun Avenue to end at Clement Taylor Park, 131 Calhoun Avenue (Approximately 1,500 L.F.).

Utility owners do not designate and mark their utilities as a result of contacting Sunshine 811 during the design phase. Therefore, Southeastern Surveying and Mapping Corporation (SSMC) will request a Design Ticket from Sunshine 811 and provide the utility contact information received from the Design Ticket.

ADDITIONAL SERVICES
Any service not explicitly provided for in the above scope will be billed as additional services and will be performed at our then current hourly rates as provided for in **Exhibit A**.

INFORMATION PROVIDED BY CLIENT
SSMC shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

DELIVERABLE
The final product will be three (3) certified prints, and an electronic file for your use.

DELIVERY
All documents will be sent to the client or the client's representative(s) via **USPS**. If overnight shipping is requested or required by the client or the client's representative(s), then said charges would appear as a separate item on our invoice unless we are provided with the client's overnight carrier account number for shipping.

PROJECT TIMELINE
We anticipate the completion of the above-described work within three (3) weeks after receipt of a written notice to proceed.

EXPENSES AND FEES
Our fee for the above-referenced work will be as follows:

Topographic Survey **$3,900.00**

Credit Language
Payment is expected within thirty (30) days from the date of the invoice.

Credit Card Convenience Fee
SSMC is committed to providing a range of payment options to our clients. Credit Card payments made via phone will result in a Convenience Fee. A Convenience Fee of $25 will be applied to Credit Card payments. We will continue to offer other payment methods, including cash, paper checks, and electronic check payments (ACH), which carry no additional charge.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

Thomas K. Mead, PSM, PLS
President | Project Manager

If the above scope, period of service, and method of compensation meets with your approval, please have an authorized person execute below and send via email to contracts@southeasternsurveying.com as an official notice to proceed along with the notice of commencement. **Fees and times stated in this agreement are valid for six months from the date of the proposal.**

CLIENT AUTHORIZATION

I declare that I am authorized to sign the binding contractual document. I also declare that I have read, understand, and accept this proposal.

Signature	Date
Printed Name	Title (if any)

EXHIBIT "A"

HOURLY RATES

Professional Surveyor & Mapper	**$143.00/per hour**
Project Manager	**$143.00/per hour**
Senior Technician	**$106.00/per hour**
CAD Technician	**$ 95.00/per hour**
2 Person Survey Field Crew	**$143.00/per hour**
3 Person Survey Field Crew	**$181.00/per hour**
4 Person Survey Field Crew	**$206.00/per hour**
2 Person SUE Field Crew	**$198.00/per hour**
3 Person SUE Field Crew	**$251.00/per hour**

GENERAL TERMS AND CONDITIONS

These standard terms and conditions (“STCS”) are incorporated by reference into the foregoing proposal, along with any future modifications or amendments (the "Agreement") between Southeastern Surveying and Mapping Corporation (“SSMC”) and its Client (“You" or “Your”) for the performance of surveying services ("Services"). These STCS are fully binding upon you just as if they were fully outlined in the body of the proposal letter and shall supersede any term or provision elsewhere in the agreement in conflict with these STCS.

SCOPE OF SERVICES

For the fee outlined in the Agreement, you agree that SSMC shall only be obligated to render the Services expressly described in the Agreement. Unless the Agreement explicitly requires, in no event does SSMC has any obligation or responsibility for:

a. The correctness and completeness of any document which was prepared by another entity.
b. The correctness and completeness of any drawing prepared by SSMC, unless it was duly signed and sealed by a registered professional on SSMC’s behalf.
c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
d. Taking into account off-site circumstances other than those clearly visible and actually known to SSMC from on-site work.
e. The actual location (or characteristics) of any portion of a utility that is not entirely visible from the surface.
f. Site safety or construction quality, means, methods, or sequences.
g. The correctness of any geotechnical services performed by others, whether or not performed as SSMC’s subcontractor.

Should shop drawing review be incorporated into the Services, SSMC shall pass on the shop drawings with reasonable promptness. Checking and approval of shop drawings will be general, for conformance with the design concept of the project to which this Agreement relates (“Project”) and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Approval shall not be construed as permitting any departure from contract requirements, nor as relieving the Contractor of the sole and final responsibility for any error in details, dimensions, or otherwise, that may exist. **SSMC does not provide legal, accounting, or insurance services.**

YOUR ORAL DECISIONS

You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request SSMC to render additional services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph, by giving SSMC seven (7) days advance written notice.

STANDARD OF CARE

The standard of care for all professional services performed by SSMC under this Agreement shall be the skill and care used by members of SSMC’s profession practicing under similar circumstances at the same time and in the same locality.

PAYMENT

SSMC may submit invoices at any time to you for Services and reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date. Invoices may be based either upon our estimate of the proportion of the total services completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, SSMC shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, SSMC shall have the right to withhold from you the possession or use of any drawings or documents prepared by SSMC for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due or claimed to be due for any reason. If you do not give SSMC written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If SSMC receives payments that do not specify the invoices being paid, you agree that SSMC may apply payments in our sole discretion. Time is of the essence of your payment obligations, and your failure make full and timely payment shall be deemed a material breach.

PROPRIETARY RIGHTS

The drawings, specifications and other documents prepared by SSMC under this Agreement are instruments of SSMC’s service for use solely for the Project and, unless otherwise provided, SSMC shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any SSMC trademarks. You shall be permitted to retain copies, including reproducible copies of SSMC’s instruments of service for information and reference for the Project. SSMC’s drawings, specifications, or other documents shall not be used by you or others on other projects for any reason or for completion of this Project by other professionals unless you enter into a written agreement with SSMC allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights.

TERMINATION

Either party may terminate the Agreement if the other party materially breaches the Agreement. You shall immediately pay SSMC for our services rendered and expenses incurred through the termination date, including fees and expenses that SSMC incur as a result of the termination.

ASSIGNMENT

Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other. This Agreement shall not confer any benefit or right upon any person or entity other than you, SSMC, and its officers, employees, agents, and subcontractors. SSMC’s officers, employees, agents, and subcontractors shall have and shall be entitled to the protections afforded SSMC under this Agreement.

GOVERNING LAW

This Agreement shall be interpreted under and governed by the laws of the State of Florida. The parties agree that the courts of Orange County, Florida, and the US District Court of the Middle District of Florida (Orlando Division) shall have exclusive jurisdiction over any controversy. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.

SEVERABILITY

If any part, term, or provision of this agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this agreement shall not be affected, and each party’s rights shall be construed and enforced as if the agreement did not contain the illegal or unenforceable part, term, or provision.

LIMITATIONS ON LIABILITY

SSMC’s liability for any loss, property damage or bodily injury of or to you caused in whole or in part by SSMC in the performance of this Agreement, or in the performance of any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to SSMC for the Services. The parties intend that the preceding limitation on liability shall apply to all claims, whether sounding in tort, in contract, in warranty or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, SSMC for any claims of any nature made against you by any other person who may suffer any loss, property damage or bodily injury in any manner associated with SSMC’s services, or SSMC’s officers, employees, agents and subcontractors under this Agreement, or any supplementary services in any way related to this Agreement. SSMC shall not be liable to you, in any event or for any amount, for delays, or consequential, special or incidental damages; or punitive or exemplary damages.

PAYMENT OF ATTORNEY’S FEES

The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.

INDEMNIFICATION

You agree to indemnify and hold SSMC harmless from and against any and all liability, loss, damages, claims, and demands for loss, damages, property damages or bodily injury, arising out of work undertaken on the Project by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom performed, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold SSMC harmless under this Paragraph in the event of SSMC’s sole negligence.

COMPLETE AGREEMENT

This Agreement contains the entire agreement between the parties concerning the matters covered herein. No prior representations, statements, or inducements made by either SSMC, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

TERRAXPLORATIONS

Leading the Future in Recording America's Past

February 12, 2021

Mike Warnke, P.E., ENV SP
Project Manager
Volkert, Inc.

Mike,

Per your request for a proposal regarding a Phase I Cultural Resources Survey for the Calhoun/Zerbe Pedestrian Improvements project in Destin, Florida, TerraXplorations, Inc. (TerraX) provides the following information:

TerraX specializes in cultural resource management and archaeological and architectural research. Our staff has successfully performed thousands of individual cultural resource contracts, ranging from small reconnaissance surveys up to full-scale archaeological and architectural mitigations across the southeastern United States. TerraX provides cultural resources services to federal and state agencies and private entities.

The purpose of the proposed archaeological study will be to determine if any prehistoric or historic properties exist within the project boundaries, and if so to document and assess each based on criteria for designation for listing in the National Register of Historic Places (NRHP). All work will be conducted in compliance with Section 106 of the National Historic Preservation Act, as amended, and with standards set by the Florida Division of Historical Resources (DHR). This work will be supervised by a RPA-certified archaeologist who meets or exceeds the profession qualifications specified by the Florida Guidelines as well as the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation.

TerraX will complete a thorough review of the Florida Site Files to determine if properties listed on, being considered for listing on, or determined eligible for the National Register of Historic Places (NRHP) are located within or near the project area boundaries. Project area maps will be included in the consultation for reference purposes. TerraX will also consult documents, maps, records, and previous reports that may provide additional information.

The field survey will document all cultural resources within the Area of Potential Effect (APE). The specific goals of the survey will be to: 1) describe the distribution of cultural resources within the APE; 2) determine the location and condition of cultural resources, especially regarding potential NRHP eligibility; 3) determine the types of cultural resources present; 4) classify the types of individual cultural resources present; and 5) record the physical extent of specific resources. In areas where shovel testing is not possible, standard archaeological techniques will be implemented, especially visual observation of the ground surface.

SURVEY METHODOLOGY

For this survey, subsurface testing will be performed along linear transects at 25-m intervals as required by FDHR Module 3 guidelines. Judgmental shovel testing will also be implemented as needed. Each shovel test will be excavated to a depth of one meter unless subsurface obstructions, disturbed profiles, or water is encountered. Soils from each test will be screened through 1/4-inch hardware cloth for the purpose of recovering any cultural material that may exist at that location. Shovel tests will measure roughly 50 cm in circumference and will be dug to at least 100 cmbs or water is reached. Excavated shovel tests will be completely refilled immediately after excavation. No tests will be left open overnight during the course of this Phase I survey. Stratigraphy, soil types, and artifact depth will be recorded for each shovel test. All field work will be documented and supplemented by way of photographs and standardized field forms. Full land coverage requirements will also be achieved by walking and visually inspecting the entire survey area. Any exposed surfaces will be carefully examined for cultural material.

SITE DELINEATION

When archaeological sites are discovered, the site area will be mapped, recording the location of all shovel tests (positive and negative), any surface material, topography, relative position to natural resources such as water, and other information that is determined useful for site interpretation. Delineation shovel tests will be placed in a cruciform pattern at 5 or 10-meter intervals to help define the horizontal and vertical limits of the site. This method of testing will continue until two negative shovel tests are encountered in each direction or until delineations extend beyond the project boundaries. Any artifacts that would be recovered during the investigation will be bagged by provenience, and returned to TerraX's laboratory for analysis.

Handheld Garmin and/or Trimble GPS units will be used to record UTM coordinates for shovel tests and for all archaeological sites discovered. Photographs will be taken of the site area and any features located at the site. Archaeological sites and other cultural resources will be evaluated to a preliminary level necessary for determining its potential eligibility for nomination to the NRHP.

ARCHITECTURAL ASSESSMENT

In addition to the archaeological survey, an architectural assessment will be conducted for this project. The purpose of the architectural assessment is to determine the effect, if any, on historic architectural resources located within the project area. TerraX will evaluate any extant buildings over the 50 year threshold for eligibility for the NRHP. Historic resource forms will be completed for any resources meeting this criteria.

REPORTING

Following the fieldwork and analysis of laboratory materials and other data, TerraX will produce a report of the survey to be reviewed by the Florida DHR, meeting Florida report format guidelines. The report will be of publishable quality, both in format and content. Professionally drafted maps will be included in the report and will be in pdf format. TerraX will provide bound and digital copies of the final report. The report will be completed within four weeks of field completion.

COSTS AND SCHEDULE

TerraX can provide a qualified team for a cultural resources survey, estimated to require three (3) days for the background research and fieldwork phases and ten to fifteen (10-15) days for the analysis and report preparation phases. A report of findings will be prepared and submitted fully describing the conduct, results,

and recommendations of the investigation. The cost for a Phase I cultural resources survey of the subject property would be **$5,614.38.** We can begin the project within 7 days upon notice-to-proceed. TerraX appreciates the opportunity to provide this information to you. If you have any questions, please don't hesitate to contact us.

Sincerely,

Jon Glass
Vice-President
TerraX

TRANSGRAPHICS

CONSULTING

Helping you communicate more clearly, more efficiently, and more persuasively.

www.transgc.com

Project Summary

Transgraphics Consulting will produce renderings for the City of Destin's Calhoun/Zerbe Pedestrian Improvements Phase II project.

These renderings will show the proposed improvements for the sidewalk and boardwalk under the Marler Bridge based upon provided plans, sketches, and notes.

Work-in-progress submittals and updates will be provided throughout the duration of the project and will be sent via email.

Final images will be delivered at a high enough resolution to print on large poster boards if needed.

Transgraphics Consulting Summary

Transgraphics Consulting is a DBE certified firm that specializes in helping presentations and public involvement efforts communicate more clearly, more efficiently, and more persuasively using graphics, pre-visualization renderings, 3D animated fly-throughs, rapid prototyping, virtual reality experiences, and fully produced, high quality videos that can include narration, drone video footage, visual effects, and more.

Incorporated in 2010 and with decades of combined experience, Transgraphics has produced over 10,000 renderings, videos, and graphic deliverables for proposals, PD&E studies, public involvement efforts, and projects for all 7 FDOT Districts and the Turnpike.

Technology & Workflow

Transgraphics exclusively uses Maya Unlimited for all of our 3D modeling and animation. By far the most powerful 3D modeling and animation software available, Maya enables us to visualize and produce content efficiently and accurately without being held back by technical limitations that other software titles may have.

Adobe Premiere Pro, Adobe After FX Pro, and Adobe Photoshop CC are also vital elements of our production pipeline.

Transgraphics also makes consistent, extensive use of our massive content library that consists of thousands of 3D models, texture maps, sound effects, photos, and other content that helps us maximize quality and efficiency while keeping costs down.

Relevant Examples



3D rendering of proposed pedestrian bridge, Naples, FL



3D rendering of proposed pedestrian bridge, Naples, FL, alternate view



Complete streets “before”, Ft. Myers, FL



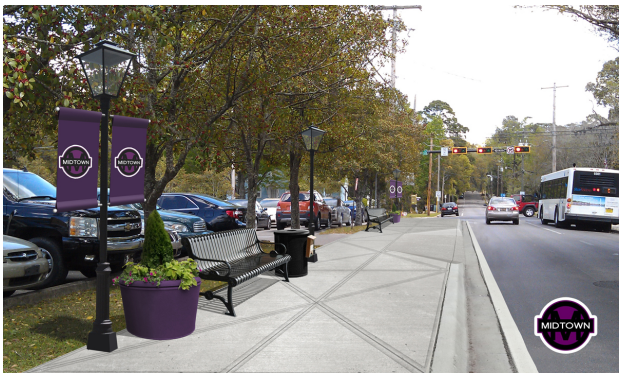
Complete streets “after”, Ft. Myers, FL



3D rendering of proposed pier, Sarasota, FL



Complete streets “before”, Tampa, FL



Complete streets “after”, Tampa, FL



3D bridge rendering, Anna Maria Island, FL



Pedestrian underpass “before”, Tampa, FL



Pedestrian underpass “after”, Tampa, FL



Boardwalk improvements “before”, Miami, FL



Boardwalk improvements “after”, Miami, FL

Estimate

Transgraphics Consulting commits to producing all-inclusive renderings for this project at a fixed fee of $900 each with a timeline of 1-2 weeks for each rendering depending on client feedback.

This estimate includes all submittals, updates, changes, and revisions necessary to produce and deliver as many views as requested.

Summary

Transgraphics Consulting is honored to be considered to produce renderings for this project and is committed to providing excellent service every step of the way.

We are fully functional and can begin quickly upon receiving official notice to proceed.

Thank you for your time and consideration and we look forward to working with you soon!

Sincerely,

Juliana Toledo, Principal
Business Developer



juliana@transgc.com
941.328.2903

Martin Grebing, Principal
Production Manager



martin@transgc.com
941.735.1263

ITEM # 2021-3416

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: April 5, 2021
TYPE OF AGENDA ITEM: City Manager Report
AGENDA OUTLINE NUMBER: 4.E.

TO: City Council

THRU: Lance Johnson, City Manager
Krystal Strickland, Finance Director
Michael Burgess, Public Services Director
Louis Zunguze, Community Development Director

FROM: Donald Smith, City Engineer
Joe Bodi, Engineering Asst. II
Traci Goodhart, Planner/Stormwater Manager

DATE: March 30, 2021

SUBJECT: Pine Street Safety Concerns

I. BACKGROUND: City Council directed staff to come up with proposed solutions to reported racing/speeding on **Pine Street** between Calhoun Avenue and Sibert Street.

II. DISCUSSION:

Existing Conditions on Pine Street

- 750' Long
- 21' wide
- 10.5' Lanes
- Speed Limit 25 MPH
- Double Yellow Center Line Stripe
- No sidewalks
- No Roadside Swales

- Speed Data:
    1. 85% speed is approx. 30 MPH
    2. 19 cars going over 25 MPH
    3. 11 cars going over 30 MPH
    4. 5 cars going over 35 MPH

From this data, it is clear that some cars are speeding on Pine Street.

Speed Reduction Options and Impacts:

- **Option 1:**

1. Install Speed Humps
2. Reduce the Speed on Pine Street to 20 MPH

- **Option 1 Impacts:**

1. Speed humps would reduce speed on Pine Street
2. Speeding by individuals would likely not change, just move.
3. Speed humps do not address the lack of multimodal facilities on the route.
4. Similar routes/situations would also be eligible for speed humps such as Willow Street, Forest Street and Zerbe Street.
5. Speed humps do reduce speed, not only for vehicles, but they also impact emergency response times.
6. Speed humps create safety issue for multimodal users
7. Similar neighborhoods would expect the same treatment, leading to more speed humps

- **Option 2**:
    1. Make Pine Street One-way
    2. Reduce the lane width to 10'
    3. Use the additional space to create an 8' multiuse path
    4. Install a 3' buffer between the multiuse and the driving lane
    5. Install multimodal improvements such as crosswalks
    6. Install other traffic calming measures such as:
        a. A chicane
        b. Street/Neighborhood Art

- **Options 2 Impacts**:
    1. Making Pine Street One-way will reduce speeding on Pine Street,
    2. Makes room for multimodal facilities
    3. Changes the context from a strictly vehicular thoroughfare to a neighborhood friendly, multiuse facility.
    4. Does not impact emergency response times
    5. Improves safety for multimodal users
    6. Similar neighborhoods would demand the same treatment, leading to safer, friendlier neighborhoods that encourage a safer, healthier environment due to the addition of multimodal facilities

A. Link to Strategic Goals / Objectives: Improved mobility and connectivity. High quality of life and safety for residents.

B. Effect on Budget (EOB): Options 1 and 2 would cost less than $15,000. This item is not budgeted and would require either an internal transfer or an appropriation

from fund balance. It is not recommended to do an appropriation from fund balance before the May 2021 property purchase and debt refundings are completed. There is $15,000 of available budget in the Health and Human Services contingency account (0156473-599000) that could be transferred from General Fund Operations to Capital Projects at Council's request.

C. Level of Service (LOS): Improved mobility and connectivity. High Quality of life and safety for residents.

III. CONCLUSION: It is clear that the issue of safety on our neighborhood roads will continue to be an on-going concern. As such, it requires that the City consider a full range of tools to address this concern. To that end, in my professional view and given my years of experience in safety engineering, this calls for a focused discussion with staff and the City Council, preferably at a work session to take a comprehensive/holistic approach to the health and safety of our neighborhoods.

RECOMMENDATION:

Staff recommends that Council direct staff to implement **Option 2** and to direct the City Manager to provide a facilitator for a work session with City Council to develop a comprehensive safety program to improve the health and safety of our neighborhood.

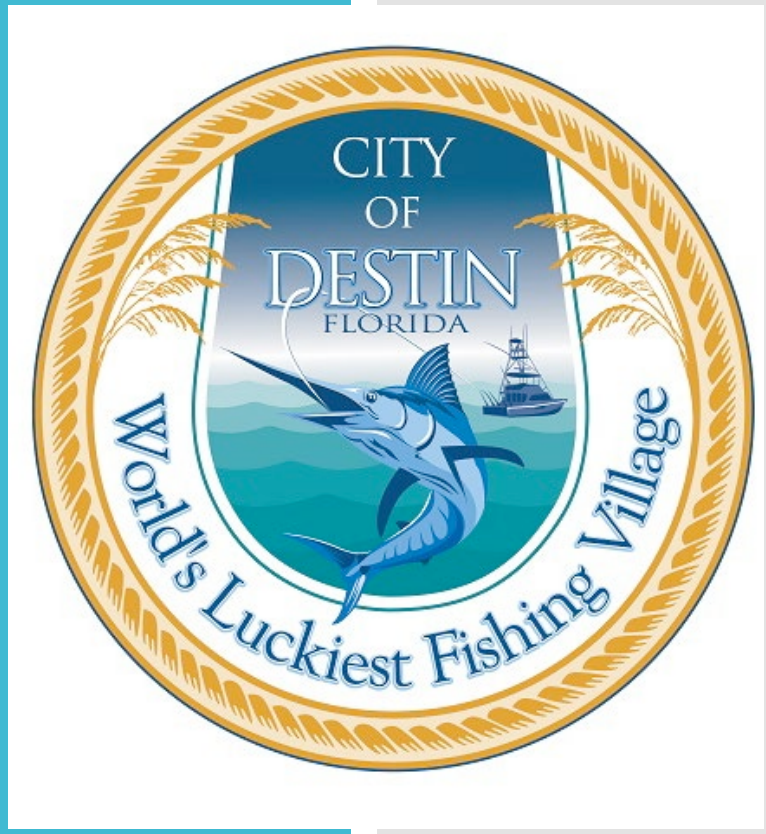
IV. RECOMMENDED MOTION: We move that City Council direct staff to implement Option 1 or 2 (please choose one) and to direct the City Manager to facilitate a work session with City Council to develop a comprehensive safety program to improve the health and safety of our neighborhoods.

Attachments:

1. Pine Street Council Presentation

Pine Street

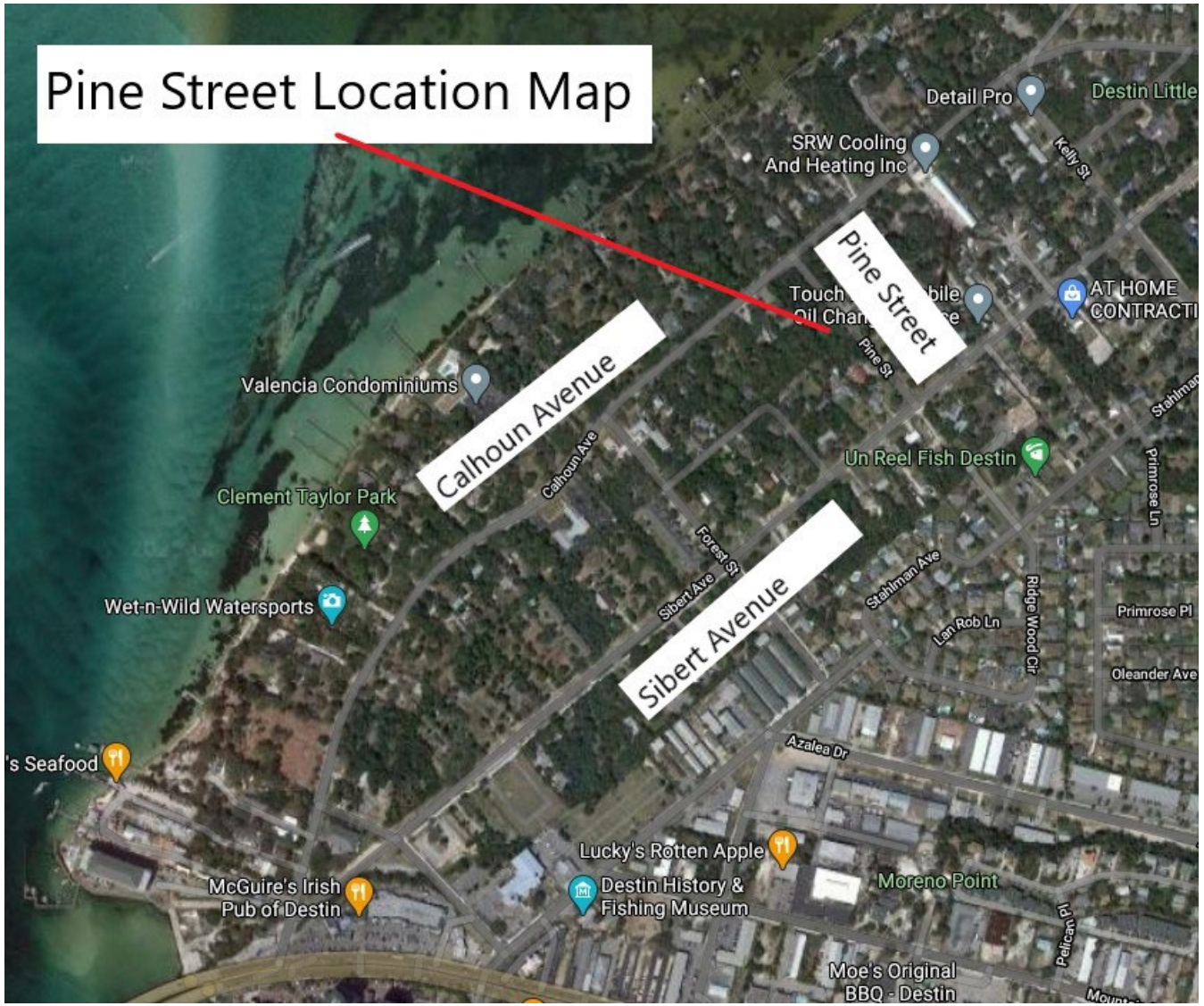
Community Development Engineering Division



Background

- **March 15, 2021** – City Council requested/directed staff to come up with proposed solutions to reported racing/ speeding on Pine Street between Calhoun Avenue and Sibert Street

Pine Street Location Map



Existing Conditions

Existing Conditions

- 750’ Long
- 21’ wide
- 10.5’ Lanes
- Speed Limit 25 MPH
- Double Yellow Center Line Stripe
- No sidewalks
- No Roadside Swales
- Speed Data
  - 85% speed is approx. 30 MPH
  - 19 cars going over 25 MPH
  - 11 cars going over 30 MPH
  - 5 cars going over 35 MPH

Option 1 and Impacts

- Option 1: Speed Hump and 20 MPH Speed Limit
- Impacts
  - Reduced Speed
  - No change in behavoir
  - No multimodal component
    - Reduses multimodal safety
  - Increases emergency response time
  - Leads to more speed humps

Neighborhood Street?



Neighborhood Street?



Neighborhood Street



Neighborhood Street?



Answer:
They All Are! What's different?

Context



Option 2 and impacts

- Option 2:
  - One way
  - 10’ lane width
  - 8’ multiuse path
  - Increase multimodal connectivity and safey
  - Not impact to emergency response (actually safer)
  - Does not inconvenience those residents who try to do the right thing (almost 9 out of 10 people)
  - Creates healthier, safer neighborhoods

Neighborhood Street



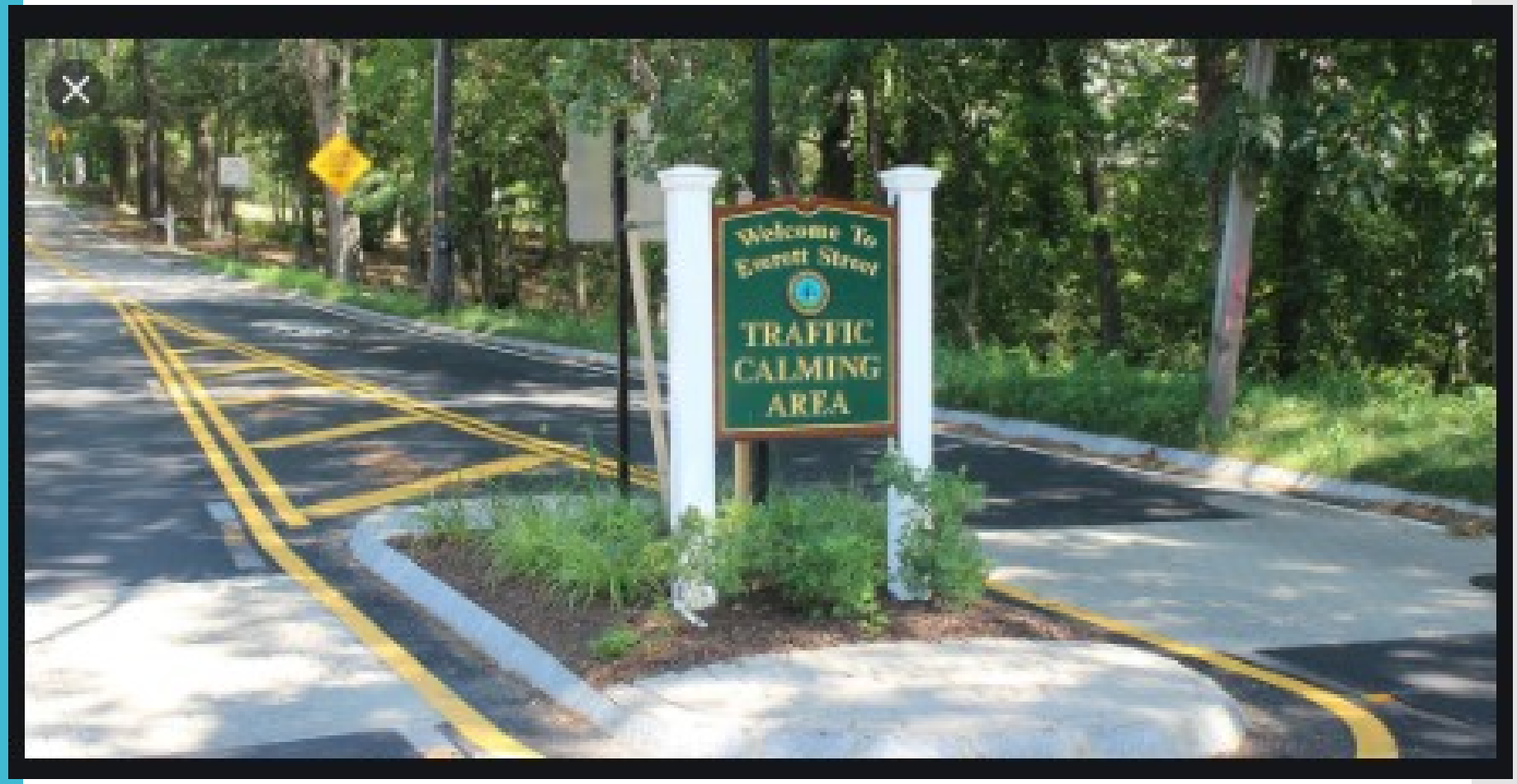
Neighborhood Street



Neighborhood Street



Neighborhood Street



Pine Street Proposal



RECOMMENDATION

- Option 2 – Traffic Calming Measures
- Develop a Safety Program
  - Data Driven
  - Community Supported, and
  - Council Approved

Questions?

ITEM # 2021-3428

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: April 5, 2021
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.F.

TO: City Council

THRU: Lisa Firth, Parks & Rec Director
Louis Zunguze, Community Development Director
Kyle Bauman, City Attorney
Kimberly Kopp, Land Use Attorney
Lance Johnson, City Manager

FROM: Jeffrey Cozadd, Grants Manager

DATE: 3/24/2021

SUBJECT: Captain Royal Melvin Heritage Park and Plaza Kayak Launch

I. BACKGROUND: The Captain Royal Melvin Heritage Park and Plaza Improvement Project is a collaborative effort between the City of Destin, Florida Community Trust, and Okaloosa County. The City of Destin acquired the property in January of 2007 through funding from Florida Community Trust, City of Destin 2002 Bond Proceeds, and City of Destin general funds. Florida Community Trust required a Management Plan for this site to be developed and followed, this was done in 2010. The Management Plan was updated in 2017. The Management Plan identifies a number of features that the park will offer once the project is completed. One of those features is a kayak launch.

II. DISCUSSION: The Florida Community Trust (FCT) has given the City the option of removing the kayak launch from the project completely or installing a kayak facility that is fully compliant with the Americans with Disability Act (ADA). It is the opinion of the city engineer, contractor, and staff that upgrading this component to be fully ADA complaint may not be in the best interest of the city because of safety concerns and available area for the extra necessary features required to make the launch ADA compliant. Okaloosa County was made aware of the options offered by FCT. The County checked with the US Treasury Department, who is funding the project construction through a Restore Act grant, and indicated that either option would be acceptable to them. There would be a process involved if the kayak launch would be removed from the project, both through the County and through the FCT. The process would involve the City making a formal written request that the kayak launch be removed, and the City would need to update the Management Plan to reflect that change. In addition, we should amend the Declaration of Restrictive

Covenants to remove Condition #19, and then enter the covenants into the public record to complete the process.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB): Okaloosa County indicated that the grant award would be amended and reduced by the amount bid for the kayak launch if it were to be removed from the project. This amount is $47,685. A special request can be made to retain this funding if the project is over the grant and match amount required. Since we are over the grant and required match amount we will make that special request. The net effect may be $0.

C. Level of Service (LOS):

III. CONCLUSION: The City of Destin is in the initial stages of the Captain Royal Melvin Heritage Park Improvement Project. We have discovered that the addition of the American Disabilities Act (ADA) fully compliant kayak launch required for this project is likely not feasible and could potentially have negative safety impacts. The challenges to get a kayak down to the launch in a safe manner, the proximity and abundance of much larger vessels makes this a very challenging environment. An ADA facility would need to be in a controlled environment with limited exposure to outside risks. For this reason, we are requesting that the kayak launch component of this project be eliminated from the project.

IV. RECOMMENDED MOTION: I move that we authorize the City Manager to request the removal of the kayak launch from this project and take whatever additional steps are necessary for processing this request with the FCT, Okaloosa County and the U.S. Treasury.

Attachments:

None

ITEM # 2021-3390

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: April 5, 2021
TYPE OF AGENDA ITEM: Announcement
AGENDA OUTLINE NUMBER: 4.G.

TO: City Council

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

FROM: Matthew Pace, IT Manager

DATE: 4/1/21

SUBJECT: Paid Parking Pay Station Update

I. BACKGROUND: At the March 15th Council meeting, staff was asked to bring back possible options for a paid parking kiosk for the Marler Street Parking Lot

II. DISCUSSION: Staff has been in contact with various vendors concerning options for paid parking stations. Some information is still forthcoming from vendors. Staff wants to be able to provide a comprehensive update to Council and needs more time to collect information.

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

III. CONCLUSION: Staff will bring forth more information as soon as it is available.

IV. RECOMMENDED MOTION:

Attachments:

None

ITEM # 2021-3365

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: April 5, 2021
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.H.

TO: City Council

THRU: Webb Warren, Deputy City Manager
Kyle Bauman, City Attorney

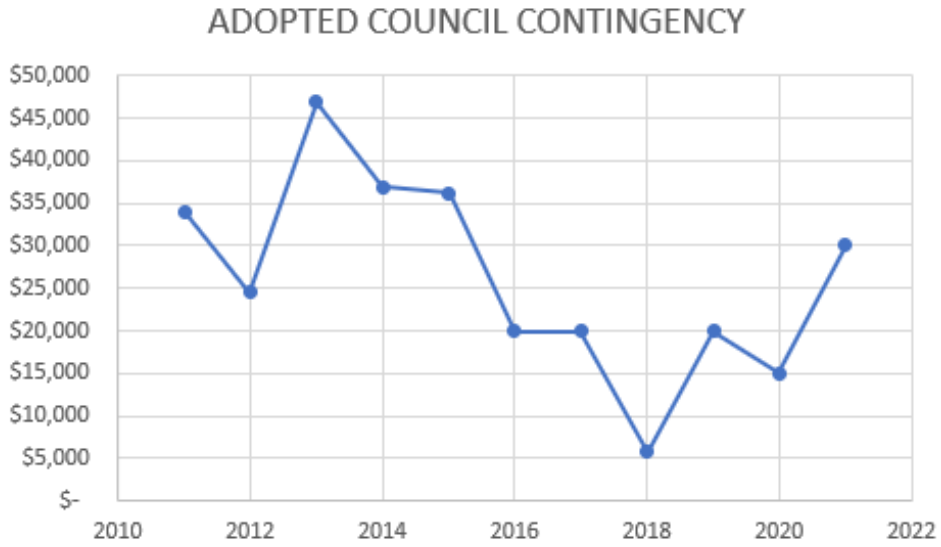
FROM: Krystal Strickland, Finance Director

DATE: March 16, 2021

SUBJECT: Council Contingency Account Status Update

I. BACKGROUND: At the March 15, 2021, Council requested an update regarding expenditures from their Contingency Account.

II. DISCUSSION: Since 2003, a budget line called "contingency" has been included in the annual adopted budgets for Council. The past ten years, the adopted contingency budget has ranged from $5,716 to $46,954.



The FY2021 Adopted Budget included $30,000 in the Contingency line for Council. We have spent $26,458 to date, leaving a balance of $3,542 as follows:

12/07/2020 Council Meeting: $14,750 approved to pay balance owed to UWF Haas Foundation for Economic Harbor Study
02/01/2021 Council Meeting: $1260 approved to reimburse the Destin Fishing Museum for an asbestos study at the Museum
02/16/2021 Council Meeting: $10,448 approved to pay balance owed to Baskerville Donovan for change orders to Norreigo Point Surveys

Traditionally, the City has also adopted a contingency line for the City Manager of $20,000. For FY2020 and FY2021,this account was budgeted at $0.

The FY2021 Budget has two additional contingency accounts. One is earmarked for Economic Development in the amount of $25,000. No expenditures have happened to date. From 2000 to 2019, the City has given nearly $10,000/year to the "One Okaloosa Economic Development Council" from this account. The second contingency account is earmarked for Health and Human Services in the amount of $15,000. The CIty has traditionally spent this amount for special items such as a donation to the Destin Fishing Rodeo Queen scholarship fund. No expenditures have occurred to date.

A. Link to Strategic Goals / Objectives: Financially sound city providing service excellence.

B. Effect on Budget (EOB): Informational only.

C. Level of Service (LOS):

III. CONCLUSION:

IV. RECOMMENDED MOTION: This item is informational only.

Attachments:

1. 2020 1207 consent agenda 6.b uwf haas study
2. 2021 0201 action agenda 7.b.1 asbestos study
3. 2021 0216 consent agenda 6.c norriego survey

ITEM # 2020-2970

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: December 7, 2020
TYPE OF AGENDA ITEM: Announcement
AGENDA OUTLINE NUMBER: 6.B.

TO: City Council

THRU: Webb Warren, Deputy City Manager
Krystal Strickland, Finance Director
Kyle Bauman, City Attorney
Lance Johnson, City Manager

FROM: Catherine Card, Public Information Manager

DATE: November 2, 2020

SUBJECT: Amendment 1 to the contract between the City of Destin and UWF's Haas Center for the *Impact Analysis of Destin's Tourism Industry* project.

I. BACKGROUND: The City of Destin's strategic plan has a top priority of acquiring beachfront property. In order to accomplish this council objective, a management objective was established for staff to seek out funding sources for beach acquisitions.

The City of Destin has reserved $2 million from the city's fund balance for the city's public beach initiative. The City has also dedicated 75% of the Half Cent Sales tax revenue to this project, which is an estimated $7.5 million in revenue over 10 years. The Okaloosa Tourist Development Council has promised $14.5 million to be contributed to the city's beach initiative fund.

In addition to these dedicated funding sources secured in 2020, the City is pursuing additional funding by submitting a pre-application to Triumph, which was approved by Triumph staff. This application requests an additional $12 million. While this is not a binding approval for funding, it does provide the city feedback and a green light to continue with the very detailed Triumph application process. A final application requires detailed economic metrics and other data associated with Destin visitors and beaches.

In 2020, the City Council authorized the City to engage the Haas Center at the University of West Florida to perform a study outlining the economic impact of current Destin beaches as well as the potential benefits of our beach initiative project.

The original proposal, which was approved by council, has 2 options:

1. Phase 1 study with deliverables @ 5 months-$29,000
2. Phase 1 deliverables at about 5 months in addition to a phase 2 economic study spanning an entire year. Total cost-$59,000

The studies referenced in this agenda item is critical to providing data for any future final triumph application for funding.

II. DISCUSSION: Staff needs economic metrics from the Haas study to finish the Triumph application for submittal.

Due to COVID-19, beach closures and other 2020 associated issue the original timeline and mechanics of the study was severely disrupted. Due to changes in the timeline and revisions to the survey, the Haas Center and City staff needs to revise the scope of the original contract, with no change to cost, so that the study can be completed.

The scope of work has been revised with additional questions to ask our residents and visitors to further our economic metrics. **The cost of the study has not changed.** The remaining balance to be paid is $29,000.
The City of Destin and the University of West Florida Haas Center are working together on the City's beach survey to incorporate questions for both residents and visitors.

The timeframe was extended on the scope of work to adapt the changes to the survey questions which will not change the original cost approved by council for the services and products being delivered by the Haas Center.

As a department of UWF, the Haas Center is federally mandated to submit to the Institutional Review Board (IRB) for Human Research Participant Protection any amendments to a survey instrument that has already been approved by the IRB.

Staff has finalized our partnerships so that a final application can be written submitted to the Triumph Board. Perhaps the most critical component of the application process is establishing clear economic metrics to support the beach initiative project. Specifically the city must demonstrate "Quantitative evidence demonstrating how the proposed project or program will promote economic recovery, diversification, and enhancement of the disproportionately affected counties (cities)."

A. Link to Strategic Goals / Objectives: Council Objectives 2020:
Top Priority: Beach Acquisition

Management Objectives 2020:

Seek out funding sources for beach acquisitions

B. Effect on Budget (EOB): This project was approved in FY2020 and the cost has not changed. Half of the total $59k contract was paid in June 2020 ($29,500). Staff recommend the remaining $29,500 be paid 50% from the City Manager's Professional Services FY2021 budget ($14,750) and 50% from the City Council Contingency account. See attached internal budget transfer.

0151110-531000 City Council-Professional Services	$	-
0151212-531000 City Manager-Professional Services		30,000
FY2021 Adopted Budget		30,000
0151110-531000 Increase City Council-Professional Services	$	14,750
Internal Transfers Recommended	$	14,750
0151110-531000 City Council-Professional Services	$	14,750
0151212-531000 City Manager-Professional Services		30,000
Available Program Budget	$	44,750
0151110-531000 City Council-Professional Services	$	14,750
0151212-531000 City Manager-Professional Services		14,750
This Agreement		29,500
FY 21 Remaining Budget	$	15,250

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

III. CONCLUSION: Due to COVID-19, beach closures and other 2020 associated issue the original timeline and mechanics of the study was disrupted. Haas Center and City staff needs to revise the scope of the original contract, with no change to cost, so that the study can be completed within a new timeline and metrics generated for a potential triumph application submittal.

In addition, the Trust for Public Lands (TPL) spoke to Council on September 4th to talk about the TPL's support and potential role in the beach initiative project. The TPL and staff approves the concept of this study and believes it will be critical to the success of our Triumph application.

IV. RECOMMENDED MOTION: I move that the City Council authorize the City Manager to execute the revised scope of work contract with the Haas Center at the

University of West Florida and pay the remaining balance of $29,000.

Attachments:

1. Amendment 1 to Destin Survey Research Project 10.28.20 UWF Signed
2. City Council Minutes 08-05-2019
3. University of West Florida - Haas Center
4. 2020 1207 Budget Txfr for UWF Econ Study

CITY OF DESTIN Budget Amendment Form

Fiscal Year	2021	Short Decription	UWF STUDY	Entity Code	1
Period	3	Effective Date	12/7/2020	Amendment Type*	1
Ref 1	BUA	Budget Year Code	1	Budget Projection Inclusion	One Time
Ref 2					

*AMENDMENT TYPE: 1 = Exp/Exp or Rev/Rev, 2 = Exp/Rev, 3 = Exp/Rev one sided, 7 = Exp/Rev Inter fund, 8 = Exp/Exp Inter Fund

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrease (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
0151110 CITY COUNCIL	599000 CONTINGENCY		UWF ECON HARBOR STUDY	D	$ 14,750.00	$ 30,000.00	$ 15,250.00
0151110 CITY COUNCIL	531000 PROFESSIONAL SERVICES		UWF ECON HARBOR STUDY	I	$ 14,750.00	$ -	$ 14,750.00

	Initials	Date
Created by:		
Entered by:		
Approved by:		

Note
Internal Transfer of funds from Contingency to professional services to facilitate payment of unbudgeted remainder of the Hass Economic Study contracted in FY2020

DocuSign Envelope ID: E7265AC8-FFEC-4B52-B98C-9B572592A4B4

Amendment 1 to Contract for Services Agreement

CITY OF DESTIN ("SPONSOR") 4200 Indian Bayou Trail Destin, FL 32541 FID #59-2480854	UNIVERSITY OF WEST FLORIDA ("UNIVERSITY") Acting for and on behalf of The University of West Florida Board of Trustees, a public body corporate 11000 University Parkway Pensacola FL 32514-5750 FID #59-2976783	
Contract Period of Performance: 09/20/2019 – 11/19/2020 Amended Period of Performance: 09/20/2019 – 12/02/2021	Amendment No. 1	Award Funding Action(s) Original Award $59,000 Amendment 1: $ 0 Total Award: $59,000 Paid to date: $29,500
Project Title: Impact Analysis of Destin's Tourism Industry		UWF Grant Number: 220818

Amendment(s) to Original Terms and Conditions

This amendment applies to the Contract for Services and any subsequent amendments entered into by Sponsor and The University of West Florida originally dated 09/20/2019 for the period(s) of performance and the amount shown above. The purpose of this Amendment is to:

1. amend the Period of Performance to 09/20/2019 – 12/02/2021 at no additional cost to Sponsor
2. amend Attachment 1: Statement of Work and Schedule of Compensation as shown in the attached Revised Attachment 1: Statement of Work and Schedule of Compensation
3. amend University's proposal dated 07/31/2019 as shown in the attached University's proposal dated 09/25/2020
4. amend Attachment 2 Contacts Information with as shown in the attached Revised Attachment 2 Contacts Information

Except as expressly modified by this Amendment 1, all other terms and conditions of the original Contract for Services Agreement shall remain in full force and effect.

By Authorized Official of COLLABORATOR:

_____ _____

Lance Johnson — Date
City Manager

By Authorized Official of UNIVERSITY:

DocuSigned by:
EE54FB85E706412...
10/28/2020

Matthew Schwartz, Ph.D. — Date
Assistant Vice President
Research Administration

Approved for form and legal sufficiency:

DocuSigned by:
Carolyn Eaton 10/28/2020
E5C7FC33D6C8418...

University Counsel

Softball Umpire Invoice

3/21/21

James Mitchell	4 games X $35 = $140
Richard Lawson	4 games X $35 = $140
Al Cieluch	2 games X $35 = $70
Donnie Eiler	2 games X $35 = $70



ITEM # 2021-3119

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: February 16, 2021
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 6.C.

TO: City Council

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

FROM: Michael Burgess, Public Services Director

DATE: 02/09/2021

SUBJECT: Submerged Land Lease - Council-Directed Additional Associated Work, Payment

I. BACKGROUND: City Council tasked staff with preparing a submerged land lease application for Norriego Point. During this process, additional information was provided to staff to investigate concerning the 100-ft right-of-way conveyed to the City from Okaloosa County.

II. DISCUSSION: In January 2020, Council asked staff to do a survey of Norriego Point for a submerged land lease application, with a not-to-exceed limit of $15,000. Baskerville-Donovan was tasked to research several pieces of information provided to them by staff concerning differing legal descriptions and depictions of the 100-ft right of way adjacent to Norriego Point Park, as this could have potentially affected the location of the construction road and permanent roadway used to access the park property.

Council requested some additional survey work and research, which increased the total project cost to $26,915.70. Some of this cost was covered under the FY2020 budget. ($16,470). The additional work to be covered in the FY2021 budget is $10,447.50. Since this is an unbudgeted expense, Finance recommends an internal budget transfer from Council's contingency line. The additional work included survey of additional areas on Norreigo Point, and more research and discussions between BDI and City staff regarding past deeds and previous survey documents. In addition, BDI attended a City Council meeting to answer questions a few weeks ago.

The invoices and summary are attached as ATT1. A recommended internal budget transfers is attached as ATT2. The City's current contract with BDI is provided as ATT3.

A. Link to Strategic Goals / Objectives: Council Directive

B. Effect on Budget (EOB): Two invoices have been submitted totaling $9382.50 for this additional work.

Budget Impact

	FY2021 BUDGET
0151110-531000 CITY COUNCIL-PROFESSIONAL SVCS	$ -
FY21 Adopted Budget*	-
Internal Transfer	10,448
Previous Expenses/Encumbrances	1,065
Available Program Budget	9,383
This Agreement	9,383
FY21 Remaining Program Budget	$ -

*Includes Encumbrances rolled forward

C. Level of Service (LOS): No effect.

III. CONCLUSION: By approving this motion, staff will make the attached internal budget transfer and will pay the attached invoices.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to approve the attached internal budget transfers and to pay Baskerville-Donovan Inc for their additional professional services.

Attachments:

1. ATT3: Baskerville-Donovan Engineering, Inc 2019 - 2020 Engineering Services
2. ATT1 Baskerville Donovan Invoices
3. ATT2 BUDGET TXFR
4. ATT4 jul20 Action Agenda

BASKERVILLE-DONOVAN V.6315

JAN 2020 COUNCIL DIRECTIVE FOR UP TO $15,000 IN SURVEY EXPENDITURES

INV DATE	INV#	CHECK NO	INVOICE NET	INVOICE DESCRIPTION
9/3/2020	124984	110209	$ 13,320.00	SUBMERGED LAND LEASE NORRIEGO POINT
9/3/2020	125431	110375	$ 3,150.00	PREPARATION OF MHWL SURVEY E SIDE OF NORRIEGO POIN
			$ 16,470.00	***FY 2020 (LAST YEAR BUDGET)***
11/3/2020	125908	110545	$ 1,065.00	NORRIEGO POINT SUBMERGED LAND SURVEY
12/2/2020	95658		$ 5,592.50	NORREIGO POINT MODS TO LAND LEASE SURVEY
1/5/2021	95706		$ 3,790.00	NORREIGO POINT REVIEW SURVEYS AND DEEDS
			$ 10,447.50	***FY 2021 BUDGET***
			$ 26,917.50	**PROJECT GRAND TOTAL**

CITY OF DESTIN Internal Budget Transfer Form

Fiscal Year	2021	Short Decription	Norriego Point Survey	Entity Code	1
Period	5	Effective Date	2/16/2021	Amendment Type*	1
Ref 1	BUA	Budget Year Code	1	Budget Projection Inclusion	One Time
Ref 2	ADJ				

*AMENDMENT TYPE: 1 = Exp/Exp or Rev/Rev, 2 = Exp/Rev, 3 = Exp/Rev one sided, 7 = Exp/Rev Inter fund, 8 = Exp/Exp Inter Fund

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrease (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
0151110 CITY COUNCIL	531000 PROVESSIONAL SVCS		TXFR FOR NORRIEGO POINT SURVEY	I	$ 10,447.50	$ -	$ 10,447.50
0151110 CITY COUNCIL	599000 CONTINGENCIES		TXFR FOR NORRIEGO POINT SURVEY	D	$ 10,447.50	$ 15,250.00	$ 4,802.50

	Initials	Date
Created by:	____	____
Entered by:	____	____
Approved by:	____	____

Note
Council directed staff to complete a survey of Norreigo Point for a submerged land lease application.

FOR 2021 13

		ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
01 GENERAL FUND								
0151110 CITY COUNCIL								
01 -51-511-10-00-531000-	PROFESSIONAL SERVICES	0	14,750	8,440.00	.00	7,375.00	-1,065.00	107.2%*
01 -51-511-10-00-534000-	CONTRACT SERVICES	16,000	16,000	3,436.25	.00	.00	12,563.75	21.5%
01 -51-511-10-00-540000-	TRAVEL/PER DIEM	13,100	13,100	146.00	.00	.00	12,954.00	1.1%
01 -51-511-10-00-546000-	REPAIRS AND MAINTENANCE	1,000	1,000	.00	.00	.00	1,000.00	.0%
01 -51-511-10-00-547000-	PRINTING AND BINDING	800	800	.00	.00	.00	800.00	.0%
01 -51-511-10-00-548000-	PROMOTIONAL ACTIVITIES	34,000	34,000	5,830.00	.00	.00	28,170.00	17.1%
01 -51-511-10-00-552000-	OPERATING SUPPLIES	19,700	19,700	7,618.94	.00	.00	12,081.06	38.7%
01 -51-511-10-00-554000-	BOOKS, SUBS, MEMBERSHIPS	6,675	6,675	4,305.00	.00	.00	2,370.00	64.5%
01 -51-511-10-00-599000-	CONTINGENCIES	30,000	15,250	.00	.00	.00	15,250.00	.0%
TOTAL CITY COUNCIL		121,275	121,275	29,776.19	.00	7,375.00	84,123.81	30.6%
TOTAL GENERAL FUND		121,275	121,275	29,776.19	.00	7,375.00	84,123.81	30.6%
TOTAL EXPENSES		121,275	121,275	29,776.19	.00	7,375.00	84,123.81	
GRAND TOTAL		121,275	121,275	29,776.19	.00	7,375.00	84,123.81	30.6%

** END OF REPORT - Generated by Krystal Strickland **

Need $10 447.50
to cover Basherville Donovan
Norrego Point Survey invoices

ITEM # 2021-3434

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: April 5, 2021
TYPE OF AGENDA ITEM: Action Item
AGENDA OUTLINE NUMBER: 4.I.

TO: City Council

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

FROM: Michael Burgess, Public Services Director

DATE: 03/30/2021

SUBJECT: Zerbe-Calhoun Pedestrian Improvements Project, Boardwalk section

I. BACKGROUND: Based on comments received from members of the community, staff has explored the possibility of installing an alternative pedestrian pathway (sidewalk) through Clement Taylor Park in place of an elevated boardwalk and needs Council direction.

II. DISCUSSION: At a recent Harbor CRA Board meeting, Michael Burgess provided a project update to the H-CRA members that included a copy the Pedestrian Improvement plans that were advertised for bid. Discussion commenced concerning the installation of a sidewalk as an alternative to the elevated boardwalk shown on the plans. Staff contacted the contractor (J. Miller Construction) to tell them not to proceed with the ordering of the boardwalk materials at this time until further direction on this matter is provided. Staff requests this direction concerning boardwalk versus sidewalk. The Plan sheet showing the boardwalk (ATT1) and alternate sidewalk mock-up (ATT2) are provided.

A. Link to Strategic Goals / Objectives: Strategic Focus 2025: Improved Mobility and Connectivity

B. Effect on Budget (EOB): None at this time. Recommended change should result in a cost savings.

C. Level of Service (LOS): No change. Pedestrian Improvements will be provided at the Clement Taylor Park site.

III. CONCLUSION: Staff is requesting guidance from City Council on whether the designed elevated boardwalk, or as an alternative, a sidewalk, be installed at Clement Taylor Park.

IV. RECOMMENDED MOTION: Two possible motions could include...
1. I move that the City Manager be directed to work with the contractor to install a sidewalk section in the interior of the Park instead of the elevated boardwalk sections along Calhoun Avenue or,
2. I move that the City Manager be directed to continue the project as originally presented with an elevated pedestrian boardwalk in front of Clement Taylor Park.

Attachments:

1. ATT1: Zerbe Calhoun Pedestrian Improvements Boardwalk
2. ATT2: CTP sidewalk alternative

TETRA TECH
www.tetratech.com
201 EAST PINE STREET, SUITE 1000
ORLANDO, FLORIDA 32801
TEL: (407) 839-3955 FAX: (407) 839-3790

Timothy A. Vanderwalker, P.E.
P.E. No. 74415, FL
201 East Pine Street, Suite 1000
Orlando, Florida 32801
Engineering Business No. 2429
DATE

MARK	DATE	DESCRIPTION	BY

CITY OF DESTIN

ZERBE STREET / CALHOUN AVENUE
PEDESTRIAN IMPROVEMENTS

SITE PLAN WITH GEOMETRICS CALHOUN AVENUE (CONT.)

Project No.: 200-08535-17001
Designed By:
Drawn By: BMM
Checked By:

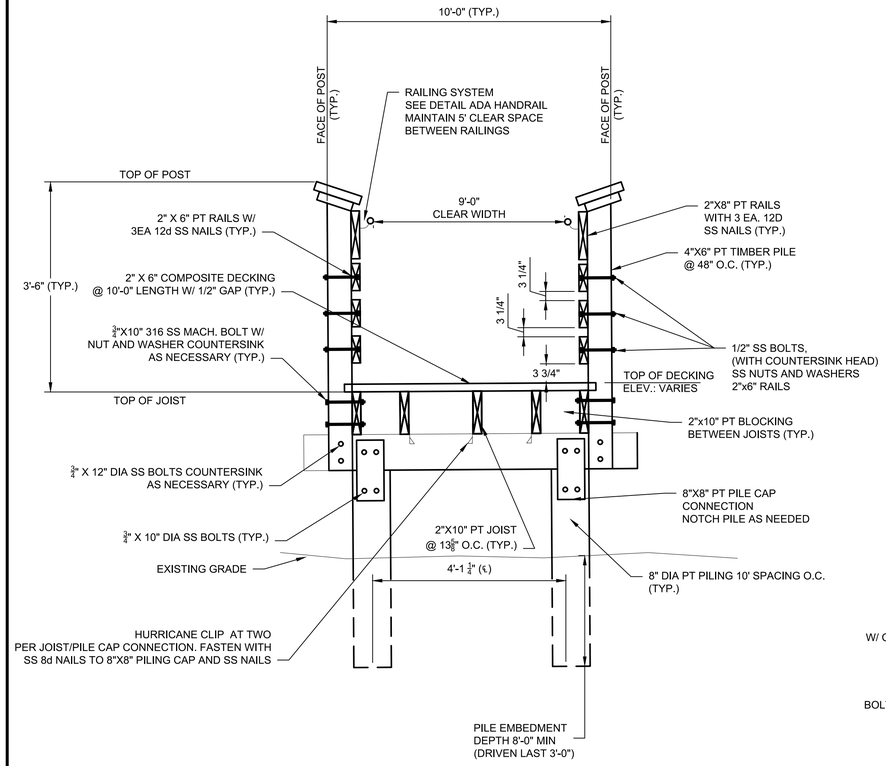
C-105

Copyright: Tetra Tech

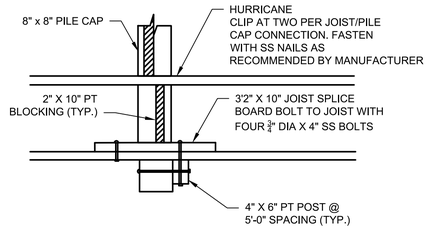
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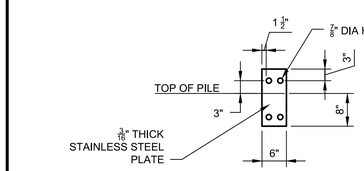
WALKOVER CROSS SECTION



WALKOVER CROSS SECTION



JOIST DETAIL



PILE CAP CONNECTION

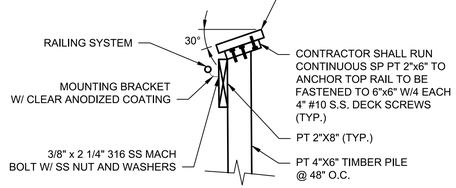
CONSTRUCTION NOTES:

1. PER ADA REQUIREMENTS: HANDRAIL SHALL BE ANCHORED TO PROVIDE CLEAR SPACE OF 1-1/2" FROM BACK OF HANDRAIL TO FACE OF 2"X8: SUBSTRATE. INLAY TYPE 2 BRACKET AS REQUIRED TO ACHIEVE 1-1/2" SPECIFIED CLEARANCE. INLAYS SHALL BE CONSTRUCTED UTILIZING ROUTER TEMPLATES TO INSURE STRUCTURAL AND VISUAL QUALITY.

2. ALL DIMENSIONS ON ADA HANDRAIL DETAIL (RIGHT) TO MATCH ADA HANDRAIL DETAIL (LEFT) UNLESS OTHERWISE NOTED.

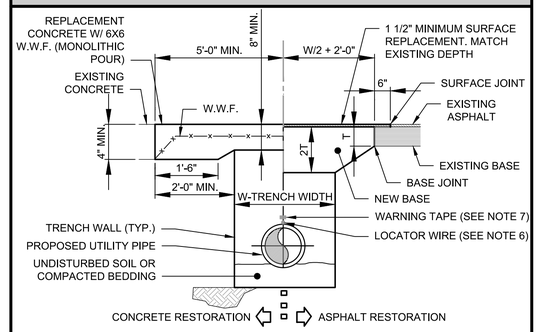
1 **DETAIL**
SCALE: NTS

2"X8" COMPOSITE CAP TOP RAIL
TO BE FASTENED FROM BOTTOM SIDE WITH
2 1/2" #10 S.S. DECK SCREWS
NOTE: NO FASTENERS SHALL BE
VISIBLE FROM TOP OF RAIL
(TYP.)



RAILING DETAIL

OPEN CUT



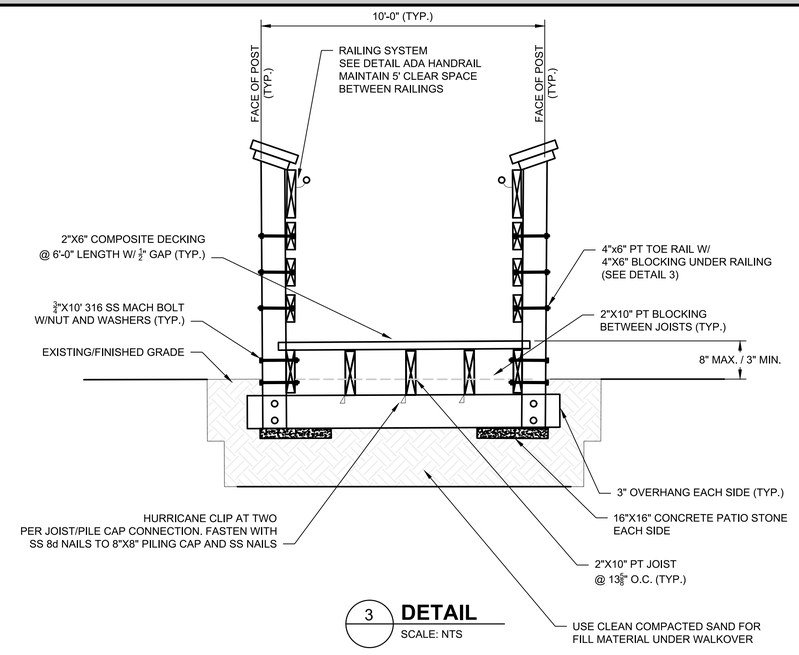
TYPICAL SECTION

NOTES:

1. SURFACE AND BASE CUTS SHALL BE SAW-CUT.
2. LONGITUDINAL OR DIAGONAL CUTS REQUIRE OVERLAY/RESURFACING COMPLETE WIDTH OF ROAD.
3. CUTS AT INTERSECTIONS REQUIRE COMPLETE OVERLAY/RESURFACING TO END OF ALL RETURN RADS AND/OR 10'FT. BEYOND CUT, WHICH EVER IS GREATER.
4. CUTS THROUGH TURNOUTS AND CUL-DE-SACS REQUIRE COMPLETE OVERLAY/ RESURFACING.
5. COMPACTION OF FINAL BACKFILL SHALL BE 98% OF AASHTO T-180; COMPACTION AROUND PIPE SHALL BE 95%, EXCEPT AS OTHERWISE REQUIRED BY PERMITTING AUTHORITY.
6. TAPE CONTINUOUS BLUE COATED 14 GAUGE UF SOLID (FOR WATER) AND GREEN 12 GAUGE STRANDED (FOR SEWER) INSULATED COPPER WIRE, BELOW THE SPRING LINE OF THE PIPE. TERMINATE THESE LOCATOR WIRES AT TOP OF EACH VALVE PAD AND HYDRANT W/12" EXTRA WIRE.
7. PLACE PRINTED WARNING TAPE 24" ABOVE PIPE.

2 **DETAIL**
SCALE: NTS

AT-GRADE BOARDWALK



3 **DETAIL**
SCALE: NTS

TETRA TECH
www.tetratech.com
201 EAST PINE STREET, SUITE 1000
ORLANDO, FLORIDA 32801
TEL: (407) 839-3955 FAX: (407) 839-3790

Timothy A.
Vanderwalker, P.E.
P.E. No. 74415, FL
201 East Pine Street, Suite 1000
Orlando, Florida 32801
Engineering Business No. 2429

DATE

MARK	DATE	DESCRIPTION	BY

CITY OF DESTIN
ZERBE STREET / CALHOUN AVENUE
PEDESTRIAN IMPROVEMENTS

CIVIL DETAILS

Project No.:	200-08535-17001
Designed By:	MT
Drawn By:	BMM
Checked By:	

C-502

Copyright: Tetra Tech

Bar Measures 1 inch

3/7/2018 10:28:08 AM - P:\IER\08535\200-08535-17001\CAD\SHEETFILES\C-501.DWG - MILKS, BRETT

Clement Taylor Park Internal Sidewalk Layout - Draft



ITEM # 2021-3207

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: April 5, 2021
TYPE OF AGENDA ITEM: Announcement
AGENDA OUTLINE NUMBER: 4.J.

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

ITEM # 2021-3290

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: April 5, 2021
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.A.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney

DATE: March 26, 2021

SUBJECT: Curtis Gwin of Indian Bayou West, LLC is requesting approval of a Major Development Order and Major Subdivision identified as "Indian Bayou West'. The project consists of an 86-lot residential subdivision. The proposed project is located at 1 Country Club Drive East (Parcel ID: 00-2S-22-0000-0046-0000). The site consists of approximately 69.16 acres.

I. BACKGROUND: Ross Binkley, on behalf of Indian Bayou West, LLC is requesting a Major Development Order and Major Subdivision preliminary plat approval. The project is located at 1 Country Club Drive East. The property is approximately 69.16 acres and will consist of 86 long-term residential single-family dwellings, along with the associated infrastructure and platting.

II. DISCUSSION: The following **Comprehensive Plan Policy** and **Land Development Code** elements were applied in the review of this project:

1. **COMPREHENSIVE PLAN POLICY ELEMENTS:**

FLUM Designation: The property has a Future Land Use Map Designation of **Low Density Residential (LDR)** and a zoning designation of **Low Density Residential – Village (LDR-V).** The proposed project is consistent with the Comprehensive Plan and Land Development Code (LDC).

Transportation Analysis: The traffic analysis, signed and dated December 17, 2020, indicates the proposed development is estimated to generate 88 PM peak hour trips. The analysis is consistent with the technical methodology outlined in **LDC 6.05.05.**

Density:

Maximum allowed: 5.81 dwelling units per acre per Ordinance 18-23
Provided: 1.28 dwelling units per acre

2. **LAND DEVELOPMENT CODE (ZONING) ELEMENTS:**

- **Zoning Designation:** The property has a zoning designation of **Low Density Residential - Village (LDR-V).** The proposed project is consistent with Land Development Code (LDC).

- **Platting:** The project is proposing a Major Subdivision to be processed simultaneously with a Major Development Order. The applicant is requesting preliminary plat approval and has met all submittal requirements.

- **Setbacks:**

Front minimum required: 20 feet
Front provided: 30 feet
Side minimum required: 7.5 feet
Side provided: 7.5 feet
Rear minimum required: 10 feet
Rear provided: 10-60 feet

Pedestrian Network: The project provides a complete pedestrian network as required in **LDC 8.09.03.A(6).**A continuous on-site internal sidewalk is provided throughout the development.

- **Utilities:** All utilities are required to be underground.

- **Stormwater:** The City Manager's Stormwater designee approved the stormwater plan on March 2, 2021.

- **Refuse Collection:** All non-construction related dumpsters, trashcans, and recycling bins shall be placed in a solid waste collection area or inside a building.

- **White Sands Zone:** The proposed project is not located within a White Sands Zone.

- **Landscaping:**

Front perimeter/common boundary: Requirement Met
Interior parking landscape: N/A
Buffer zone: N/A
Preservation and restoration:
Reforestation trees required: 554
Reforestation credits: 925

Preserved trees to be removed: 85
Replacement trees:85
Required parking trees: 0
Total required trees: 85
Total trees provided: 85

- **Signs:** All signs must comply with the sign code section of the Destin Land Development Code in effect at the time a sign permit application is submitted.

- **Impact Fees:** Final impact fee amounts will be determinant upon the gross floor area of each single-family dwelling at the time a Certificate of Occupancy is requested.

- **Other Fees: Not applicable.**

3. **CONCURRENCY MANAGEMENT:**

Concurrency requirements have been met:

Traffic:	Signed March 3, 2021
Stormwater Management:	Signed March 2, 2021
Potable Water/Sanitary Sewer:	Signed August 17, 2020
Solid Waste:	Signed July 20, 2020

4. **OTHER REQUIREMENTS AND PERMITS:**

- **State/Federal Permits:** All required State/Federal permits are to be submitted before issuance of a building permit.

- **Airport Protection:** Each Residence and Lot is subject to the **City of Destin Land**

Development Code (LDC), **referenced specifically in Section 7.15.00**, **Airport and aircraft zoning regulations and Section 7.15.08 Noise zones established.** Each Owner within noise zones/noise contours will be required to sign and record with their deed the **"Destin Executive Airport Noise Zone Disclosure Statement".**

Each parcel that lies within the specified Airport Noise Zone will be required to provide Airport Noise Mitigation strategies as set forth in the Florida Building Code latest edition at the time of development or redevelopment. Each Residence shall not promote any activity on the Lot that would interfere with, or be a hazard to, the flight of aircraft, or that interferes with air navigation and communication facilities serving the Airport.

NOTE: If construction necessitates the use of a crane, or other obstruction, which exceeds Federal Aviation Administration FAR 77 Standards (normally 200 feet above ground level), the applicant must request a variance from the FAA for temporary encroachment into this restrictive area and a copy of a completed FAA Form 7460, must be placed on file with the City of Destin prior to the crane, or other obstruction, penetrating the restricted airspace.

- **Other Fees**:

N/A

- **Clearing Permit:**

Prior to the issuance of a Clearing Permit, a clearing plan must be submitted and approved by the Community Development Department.

- **Certificate of Occupancy:**

Prior to the issuance of a Certificate of Occupancy, all required parking and related landscaping shall be installed, inspected, and approved by the Engineering and Planning Divisions of the Community Development Department.

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

III. CONCLUSION: With respect to the Major Development, the City Council shall apply **Section2.07.01(B) of the Land Development Code**:

Following the required public notice and hearing, the City Council shall either approve, approve with conditions, approve with modifications or deny the Community Development staff's recommendation and shall:

1. Determine conformity of the proposed development with the Comprehensive Plan, this Code, other applicable requirements and the items enumerated above.
2. Hear and address concerns and desires of surrounding landowners and other affected persons.
3. Consider any rule, objective or policy of the Comprehensive Plan or any other

criterion applicable to the particular development proposals in formulating its recommendation to either approve or deny the development proposal.

4. If the proposal is approved or approved with conditions, the City Council shall instruct the City Manager, or designee, to authorize the issuance of a development order that complies with **Section 2.08.00**.
5. If the proposal is approved with modifications, a development order may be authorized by the City Manager, or his designee, once the required modifications have been completed and approved by the appropriate Technical Review Committee (TRC) members.
6. If the proposal is denied based upon the applicant's failure to meet the requirements
7. of this Code in the proposed development plan(s), the application will become null and void, the applicant will lose in-line priority consideration for concurrency. The applicant will have to submit a new application and start the review process over in order to secure consideration for approval of the proposal.

With respect to the preliminary plat application, per **Article 2.09.00(1)**, plats and development plans may be processed simultaneously through the required procedures identified in **Sections 2.07.00 and 2.19.00**.

The City Council should review these criteria and render its decision on the applications in accordance therewith.

IV. RECOMMENDED MOTION: I move to approve Indian Bayou West, a Major Development Order and Major Subdivision subject to the conditions of review and approval in the Development Order and Technical Review Committee (TRC) Report.

ALTERNATE MOTIONS: I move to **approve**/approve with **conditions**/approve with **modifications**/**deny** Indian Bayou West, a Major Development Order and Major Subdivision.

Attachments:

1. DO-21-12_Indian Bayou West_DRAFT (1)
2. INDIAN BAYOU WEST_ PLAT SHEET 1
3. INDIAN BAYOU WEST_ PLAT SHEET 2
4. INDIAN BAYOU WEST_ PLAT SHEET 4
5. INDIAN BAYOU WEST_PLAT SHEET 3
6. 210308_IndianBayouWest-SDP

Community Development Department

Office of the Director

4100 Indian Bayou Trail | Destin, FL 32541 | Phone: 850-654-1119| Email: planning@cityofdestin.com

April 6, 2021 **Development Order No. 21-12**

Final Development Order:

INDIAN BAYOU WEST
MAJOR DEVELOPMENT ORDER
AND
MAJOR SUBDIVISION
(20-33-SP) & (20-34-MS)

Based upon the City's approval and issuance of this Development Order on April 6, 2021, this document will serve as your Final Development Order, and includes all of the provisions and conditions in the attached Technical Review Committee Report.

Ross Binkley, on behalf of Indian Bayou West, LLC is requesting a Major Development Order and Major Subdivision preliminary plat approval. The project is located at 1 Country Club Drive East. The property is approximately 69.16 acres and will consist of 86 long-term residential single-family dwellings, along with the associated infrastructure and platting.

DETERMINATIONS:

1. This final development order is in accordance with the approved construction documents, which is inclusive of the construction plans (Exhibit A) and the preliminary plat (Exhibit B), dated approved April 6, 2021.

2. All the findings and requirements of the Technical Review Committee report are incorporated herein.

CONDITIONS OF APPROVAL:

1. Pursuant to the City of Destin Land Development Code:

   Construction of infrastructure must commence within one (1) year of approval date (date from which the Final Development Order is issued by the Community Development Department) of the Final Development Order on **April 6, 2021** (no later than **April 6, 2022**), and must be completed as shown on plans approved by the Technical Review Committee.

WARNING: If the applicant/owner has not obtained a building permit(s) for either the construction of infrastructure or construction of the entire project and that construction has not commenced within one (1) year of issuance of the final development order, the final development order will become null and void and the application for development order approval must be re-initiated (Article 2, Section 2.21.00).

NOTE: Construction of infrastructure shall be defined as site work, grading, or other construction activity (not including clearing and grubbing or demolition of existing structures) related to installation of roadways, access drives, parking lots, underground utilities, stormwater or drainage facilities, or building foundations (Article 2, Section 2.21.00).

NOTE: An applicant/owner who desires to extend the twelve (12) month (1 year) deadline for either the construction of infrastructure or construction of the entire project must submit a written request to the Community Development Department, no less than thirty (30) days prior to the expiration of the twelve (12) month deadline to obtain a building permit and commence construction of infrastructure or construction of the entire project. The applicant may receive only one extension, and such extension shall not exceed one year. The applicant /owner should review Article 2, Section 2.21.00, of the Destin Land Development Code for further explanation of the Development Order extension process.

2. If the applicant fully complies with the requirements of Condition No. 1. above, the concurrency capacity allocation status for **"**Indian Bayou West" will be protected. **However, the protected concurrency status will be lost and the application for development order approval must be re-initiated if:**

   A. Construction permit(s) in association with construction of infrastructure or construction of the entire project are not obtained in accordance with Article 2, Section 2.10.00 of the Land Development Code to maintain concurrency, or

   B. Construction activity ceases for a period of one (1) year after a building permit for construction of infrastructure or construction of the entire project has been issued so that concurrency is not maintained under Article 6 of the Destin Land Development Code.

3. The applicant must obtain City of Destin permits for the following activities on and off site (these may require appropriate bonding):

   A. Disturbance of the City's Right-Of-Way (Note: Applicant must obtain the proper ROW permit(s) from the Public Services Department prior to issuance of building permits, unless otherwise exempted by the Public Services Director).
   B. Pavement cuts.
   C. Construction of any kind.
   D. Clearing, grubbing, or demolition.
   E. Paving, grading, drainage, sidewalks.
   F. Signage.
   G. Installation of utilities.
   H. Construction trailers.

4. The following items must be addressed in the appropriate order:

   A. **Prior to the issuance of any City Permit,** a sign must be posted on the subject property notifying the public of the emergency contact information of the person responsible for the project. Refer to section 7.01.02(B) of the Land Development Code for details on the size, location and contents of the sign. Additionally, a posting of emergency contact information sign affidavit must be submitted to the Planning Division prior to the issuance of any permits.

   B. **Prior to the Commencement of Construction,** a permit, with a copy of the demolition plan for the site indicating the location of the Construction Site Screening, must be submitted and approved by the City. Said screening must meet the requirements set forth in Destin Code of Ordinances, Section 6-51 *Screen Criteria.*

   C. **Prior to the issuance of any City Permit,** obtain a Florida Department of Transportation Right-of-Way Construction Permit and submit copy to the Public Services Department.

   D. **Prior to the issuance of any City Permit,** obtain a FDEP NPDES permit and submit a copy to the Public Services Department.

   E. **Prior to the issuance of any City Permit,** a copy of the Northwest Florida Water Management District (NWFWMD) storm water permit and a National Pollution Discharge Elimination System (NPDES) storm water construction generic Permit (if applicable) approval shall be provided.

   F. **Prior to the issuance of a Certificate of Occupancy,** all applicable Impact Fees and other outstanding costs associated with this project that are owed to the City must be paid in full.

      Estimated impact fee total: Impact fees will be determinant upon the gross floor area of each single-family dwelling at the time a Certificate of Occupancy is requested.

   G. **Prior to the issuance of a Certificate of Occupancy**, the site layout, landscaping, outdoor lighting and architectural design must be inspected and approved by the Community Development Department.

   H. **Prior to the issuance of a Certificate of Occupancy,** a Stormwater Operation/Maintenance Plan (SWOMP) approved by the City shall be acknowledged and signed by the Owner.

   I. **Prior to the issuance of a Certificate of Occupancy,** assigned address number for the principal building shall be displayed and clearly visible and legible, preferably reflective, from the street or private way on which the building fronts with Arabic numerals not less than three inches in height and one-half inch in width. Numbers must be in a color contrasting to the building or other background. Assigned numbers for principal buildings which are not visible from the street or private way shall additionally be displayed at the intersection of the driveway and servicing street, and attached to a post, wall, fence or mailbox at a level to ensure visibility. *Ref. LDC Section 7.18.04*.

J. Each Owner within noise zones/noise contours will be required to sign and record with their deed the “Destin Executive Airport Noise Zone Disclosure Statement".

K. Each parcel that lies within the specified Airport Noise Zone will be required to provide Airport Noise Mitigation strategies as set forth in the Florida Building Code latest edition at the time of development or redevelopment. Each Residence shall not promote any activity on the Lot that would interfere with, or be a hazard to, the flight of aircraft, or that interferes with air navigation and communication facilities serving the Airport.

Louis Zunguze, MURP Date
Community Development Director
City of Destin

Ross Binkley, P.E. Date
Authorized Agent
Binkley Engineering, PA

TECHNICAL REVIEW COMMITTEE REPORT
INDIAN BAYOU WEST
MAJOR DEVELOPMENT ORDER (20-33-SP)
AND MAJOR SUBDIVISION (20-34-MS)

Applicant:	Indian Bayou West, LLC
Agent:	Ross Binkley, Binkley Engineering, PA
Location:	1 Country Club Drive East
Request:	86 lot residential subdivision
Parcel Size:	69.16 acres, 3,012,702 square feet
Future Land Use:	Low Density Residential (LDR)
Zoning District:	Low Density Residential – Village (LDR-V)
Density:	1.28 DU/AC Provided (5.81 DU/AC Allowed per Ordinance 18-23-LC)
Intensity:	Not applicable
Application Date:	August 28, 2020
Approved Site Plan Date:	March 3, 2021

DISCUSSION/FINDINGS

Ross Binkley, on behalf of Indian Bayou West, LLC is requesting a Major Development Order and Major Subdivision preliminary plat approval. The project is located at 1 Country Club Drive East. The property is approximately 69.16 acres and will consist of 86 long-term residential single-family dwellings, along with the associated infrastructure and platting.

COMPREHENSIVE PLAN/LAND DEVELOPMENT CODE

The property has a Future Land Use Map Designation of Low Density Residential (LDR) and a zoning designation of Low Density Residential – Village (LDR-V). The proposed project is consistent with the Comprehensive Plan and Land Development Code (LDC).

LAND USE

Long-term single-family residential is a permitted use in both the LDR future land use designation and LDR-V zoning district.

DENSITY

Maximum allowed:	5.81 dwelling units per acre per Ordinance 18-23
Provided:	1.28 dwelling units per acre

HEIGHT

Maximum allowed:	35’/3 stories
Provided:	35’

PITCHED ROOF

Minimum required:	60%
Provided:	No roof pitch information provided – will be addressed in Permitting phase.

FLOOR AREA RATIO

Not applicable

SETBACKS

Front minimum required:	20 feet
Front provided:	30 feet
Side minimum required:	7.5 feet
Side provided:	7.5 feet
Rear minimum required:	10 feet
Rear provided:	10-60 feet

OPEN SPACE

Minimum required:	25%
Provided:	64%

PLATTING

The project is proposing a Major Subdivision to be processed simultaneously with a Major Development Order. The applicant is requesting preliminary plat approval and has met all submittal requirements, subject to the addition of the wetland locations to the plat.

CONCURRENCY MANAGEMENT

Concurrency requirements have been met:
Traffic: Signed March 3, 2021
Stormwater Management: Signed March 2, 2021
Potable Water/Sanitary Sewer: Signed August 17, 2020
Solid Waste: Signed July 20, 2020

AIRPORT PROTECTION

Each Residence and Lot is subject to the City of Destin Land Development Code (LDC), referenced specifically are Section 7.15.00, Airport and aircraft zoning regulations and Section 7.15.08 Noise zones established. Each Owner within noise zones/noise contours will be required to sign and record with their deed the "Destin Executive Airport Noise Zone Disclosure Statement".

Each parcel that lies within the specified Airport Noise Zone will be required to provide Airport Noise Mitigation strategies as set forth in the Florida Building Code latest edition at the time of development or redevelopment. Each Residence shall not promote any activity on the Lot that would interfere with, or be a hazard to, the flight of aircraft, or that interferes with air navigation and communication facilities serving the Airport.

NOTE: If construction necessitates the use of a crane, or other obstruction, which exceeds Federal Aviation Administration FAR 77 Standards (normally 200 feet above ground level), the applicant must request a variance from the FAA for temporary encroachment into this restrictive area and a copy of a completed FAA Form 7460, must be placed on file with the City of Destin prior to the crane, or other obstruction, penetrating the restricted airspace.

TRANSPORTATION ANALYSIS

The traffic analysis, signed and dated December 17, 2020, indicates the proposed development is estimated to generate 88 PM peak hour trips. The analysis is consistent with the technical methodology outlined in LDC 6.05.05.

RIGHT-OF-WAY DEDICATION
The project includes the dedication of approximately 1.9 acres of right-of-way for Old Creek Trail.

INGRESS/EGRESS
Vehicular access to the property is provided by a two-way drive from Indian Bayou public ROW, as well as another proposed access on Commons Drive, just east of Airport Road. This secondary access would operate as a right in/out only.

PEDESTRIAN NETWORK
The project provides a complete pedestrian network as required in LDC 8.09.03.A(6). A continuous on-site internal sidewalk is provided throughout the development.

PARKING:

Required maximum/minimum vehicle parking spaces:	178
Provided vehicle parking spaces:	178
Required minimum bicycle parking spaces:	0
Provided bicycle parking spaces:	0

UTILITIES:
All utilities are required to be underground.

STORMWATER:
The City Manager's Stormwater designee approved the stormwater plan on March 2, 2021.

REFUSE COLLECTION:
All non-construction related dumpsters, trashcans, and recycling bins shall be placed in a solid waste collection area or inside a building.

WHITE SANDS ZONE
The proposed project is not located within any White Sands Zones.

LANDSCAPING

Front perimeter/common boundary:	Requirement Met
Interior parking landscape:	Not applicable
Buffer zone:	Not applicable
Preservation and restoration:	
Reforestation trees required:	554
Reforestation credits:	925
Preserved trees to be removed:	85
Replacement trees:	85
Required parking trees:	0
Total required trees:	**85**
Total trees provided:	**85**

SIGNS
All signs must comply with the sign code section of the Destin Land Development Code in effect at the time a sign application is submitted.

IMPACT FEES:
Impact fees will be determinant upon the gross floor area of each single-family dwelling at the time a Certificate of Occupancy is requested.

OTHER FEES: NONE

COMMENTS:

Per Community Development Department:

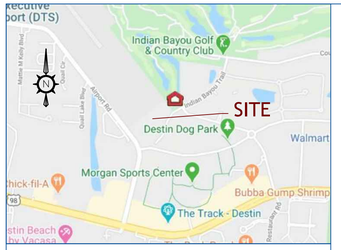
1. **Prior to the issuance of a Clearing Permit**, a clearing plan must be submitted and approved by the Community Development Department.

2. **Prior to the issuance of a Certificate of Occupancy**, all required parking and related landscaping shall be installed, inspected, and approved by the Engineering and Community Development Departments.

INDIAN BAYOU WEST

IN UNSECTIONALIZED, TOWNSHIP 2 SOUTH, RANGE 22 WEST
CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA
MARCH 2021

PLAT BOOK _____, PAGE _____



VICINITY MAP NOT TO SCALE

Dedication:

KNOW ALL MEN BY THESE PRESENTS THAT INDIAN BAYOU PROPERTIES, A GENERAL PARTNERSHIP UNDER THE LAWS OF THE STATE OF FLORIDA, AS OWNER OF THE LANDS HEREON PLATTED AS "INDIAN BAYOU WEST", DO DECLARE THAT EASEMENTS, ROADWAYS, OR COMMON AREAS ARE DEDICATED TO THE INDIAN BAYOU WEST OWNERS' ASSOCIATION, INC. WITH EXCEPTION TO OLD CREEK TRAIL WILL BE DEDICATED THE PUBLIC BY MEANS OF THIS PLAT, AND DO HEREBY REQUEST THAT THIS PLAT BE RECORDED IN THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA.

_____
ROBERT E. LEE, MANAGING PARTNER
INDIAN BAYOU PROPERTIES, A GENERAL PARTNERSHIP UNDER THE LAWS OF THE STATE OF FLORIDA

_____
WITNESS

_____
WITNESS

Acknowledgment to Dedication:

STATE OF FLORIDA, COUNTY OF OKALOOSA

THIS IS TO CERTIFY THAT BEFORE ME, AN OFFICER DULY AUTHORIZED AND ACTING, PERSONALLY APPEARED CURTIS GWIN, WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF DEDICATION OR WHO HAS PRODUCED _____ AS IDENTIFICATION, AS MANAGER OF INDIAN BAYOU PROPERTIES, A GENERAL PARTNERSHIP UNDER THE LAWS OF THE STATE OF FLORIDA, AND HAS ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF INDIAN BAYOU PROPERTIES.

WITNESS MY HAND AND OFFICIAL SEAL, THIS _____ DAY OF _____, 2021.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES _____

Joinder and Consent to Dedication:

_____THE HOLDER OF A MORTGAGE ON THE HEREON DESCRIBED PROPERTY, DOES HEREBY CONSENT TO AND JOIN IN THE DEDICATION AND PLATTING AS SET FORTH HEREON.

_____
NAME: _____, ITS: _____
_____ BANK

Acknowledgment to Joinder and Consent:

STATE OF FLORIDA, COUNTY OF OKALOOSA

THIS IS TO CERTIFY THAT BEFORE ME, AN OFFICER DULY AUTHORIZED AND ACTING, PERSONALLY APPEARED _____, WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT OF DEDICATION OR WHO HAS PRODUCED _____ AS IDENTIFICATION, _____ BANK, AND WHO ACKNOWLEDGED TO AND BEFORE ME THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF _____ BANK.

WITNESS MY HAND AND OFFICIAL SEAL, THIS _____ DAY OF _____, 2021.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES _____

Title Opinion:

IT IS THE OPINION OF THE UNDERSIGNED ATTORNEY AT LAW, THAT TITLE TO THE LANDS DESCRIBED HEREON IS IN THE NAMES OF THE DEDICATORS AS SHOWN HEREON, AND THERE ARE NO UNSATISFIED MORTGAGES ON THE PROPERTY OTHER THAN AS SHOWN HEREON.

_____
NAME:ROBERT E. McGILL, III
FIRM NAME: _____

City of Destin Approval:

THIS CERTIFIES THAT THIS PLAT WAS PRESENTED TO THE CITY OF DESTIN, FLORIDA, AND WAS APPROVED FOR THE RECORD ON THIS _____ DAY OF _____, 2021.

_____
MAYOR

_____
CITY CLERK

_____
MEMBER

_____
MEMBER

Community Development Department Approval:

PRESENTED TO AND APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF DESTIN, FLORIDA THIS _____ DAY OF _____ 2021.

_____
LOUIS ZUNGUZE
COMMUNITY DEVELOPMENT DIRECTOR

Public Services Department Approval:

PRESENTED TO AND APPROVED BY THE PUBLIC SERVICES DIRECTOR OF THE CITY OF DESTIN, FLORIDA THIS _____ DAY OF _____, 2021.

_____
MICHAEL G. BURGESS MS, PH, CSM, CFM
DIRECTOR OF PUBLIC SERVICES

City Surveyor's Certificate:

THIS IS TO CERTIFY THAT THIS PLAT WAS REVIEWED BY THE CITY SURVEYOR OF DESTIN, FLORIDA, AND MEETS THE REQUIREMENTS OF CHAPTER 177.011–177.151 OF THE FLORIDA STATUTES AND WAS APPROVED BY HIM ON THE _____ DAY OF _____, 2021.

_____
ERIC B. STUART PROFESSIONAL SURVEYOR & MAPPER NO. 6707
CITY OF DESTIN SURVEYOR

Tax Collectors Statement

I, BEN ANDERSON, DO HEREBY CERTIFY THAT TAXES HAVE BEEN PAID FOR THE TAX YEAR _____ FOR THE PROPERTY DESCRIBED HEREON TO THE BEST OF BY KNOWLEDGE AS OF THE _____ DAY OF _____ 2021.

_____
BEN ANDERSON, TAX COLLECTOR
OKALOOSA COUNTY, FLORIDA

County Clerk Certificate of Recording:

J.D. PEACOCK II, CLERK OF THE CIRCUIT COURT, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD ON THE _____ DAY OF _____, 2021 IN PLAT BOOK _____, PAGE _____.

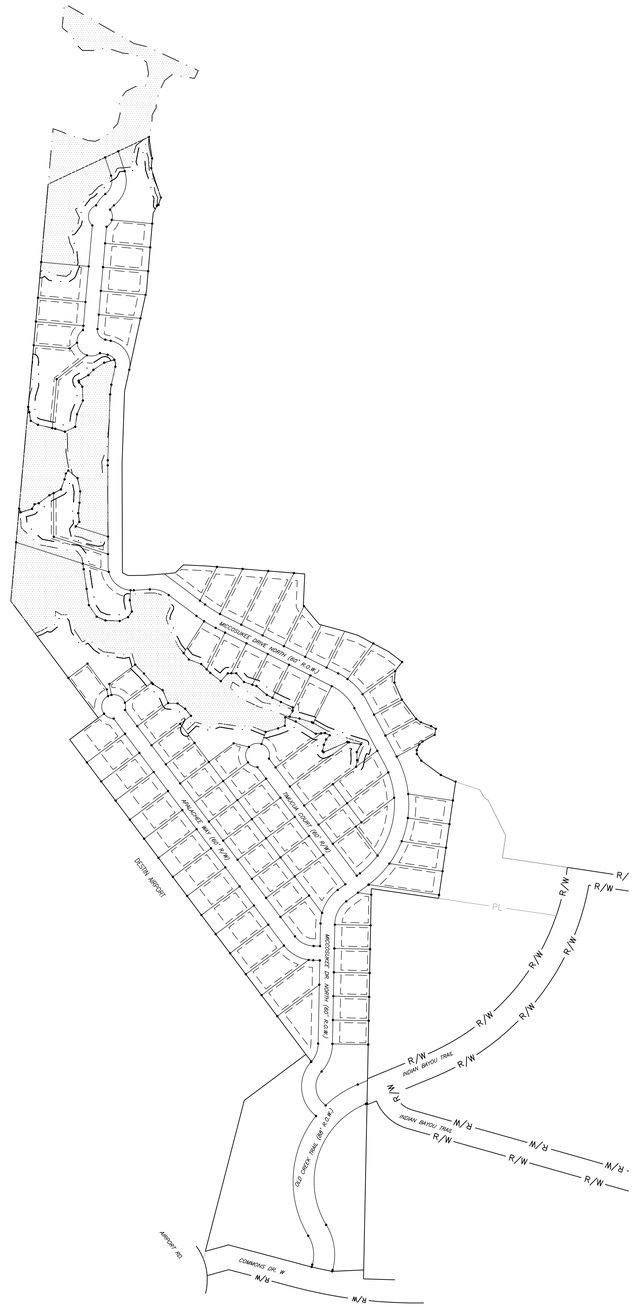
_____
J.D. PEACOCK II
CLERK OF CIRCUIT COURT, OKALOOSA COUNTY, FLORIDA

Surveyor's Certificate:

STATE OF FLORIDA, COUNTY OF OKALOOSA

I, CORY E. RUSHING, DO HEREBY CERTIFY THAT A SURVEY OF THE LANDS WITHIN THE BOUNDARY OF THIS PLAT HAS BEEN MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED AND THAT THE SURVEY COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES; THAT P.R.M.'S HAVE BEEN SET AS SHOWN AND THAT P.C.P.'S WILL BE SET AS SHOWN AT SUCH TIME WHEN IMPROVEMENTS ARE COMPLETE OR WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT.

_____
CORY E RUSHING, P.S.M. No. 6532
PLSGROUP, INC.
4417 COUNTY ROAD 2214, TROY, AL 36079
PHONE: (334) 403–42041 FAX: (334) 460–9851



OVERALL LAYOUT
NOT TO SCALE

PURSUANT TO CHAPTER 177.091(27):
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

PURSUANT TO CHAPTER 177.091(28):
ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY, IN THE EVEN CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC TELEPHONE, GAS, OR OTHER PUBLIC UTILITY, SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION..

LEGAL DESCRIPTION

COMMENCE AT THE SOUTHEAST CORNER LOT 4, BLOCK A, HIDDEN PINES, AS RECORDED IN PLAT BOOK 17, PAGE 30, BEING IN AN UNDIVIDED SECTION, TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA BEING MARKED BY A 4"X4" CONCRETE MONUMENT; THENCE S 05°07'09" W A DISTANCE OF 760.14 FEET TO 1/2" REBAR WITH CAP STAMPED LB#8096 AND ALSO BEING THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING; THENCE N 64°51'18" E A DISTANCE OF 466.37 FEET TO A 1/2" REBAR WITH CAP STAMPED #8096; THENCE S 08°40'03" E A DISTANCE OF 90.98 FEET TO A 1/2" REBAR WITH CAP STAMPED #8096; THENCE S 05°16'32" W A DISTANCE OF 41.45 FEET TO A 1/2" REBAR WITH CAP STAMPED #8096; THENCE S 18°09'03" E A DISTANCE OF 129.78 FEET TO A 1/2" REBAR WITH CAP STAMPED #8096; THENCE S 18°18'51" W A DISTANCE OF 111.98 FEET TO A 1/2" REBAR WITH CAP STAMPED #8096; THENCE S 63°20'12" W A DISTANCE OF 6.78 FEET TO A 1/2" REBAR WITH CAP STAMPED #8096; THENCE S 26°05'29" W A DISTANCE OF 37.71 FEET TO A 5/8" REBAR WITH CAP STAMPED #7350; THENCE S 04°51'58" W A DISTANCE OF 324.04 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE S 12°16'48" W A DISTANCE OF 431.72 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE S 02°04'04" W A DISTANCE OF 301.29 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE S 00°12'53" E A DISTANCE OF 459.86 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE S 62°55'24" E A DISTANCE OF 25.89 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE N 89°26'20" E A DISTANCE OF 67.60 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE N 85°52'00" E A DISTANCE OF 90.03 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE N 83°38'43" E A DISTANCE OF 41.92 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE N 45°24'34" E A DISTANCE OF 47.10 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE S 87°07'22" E A DISTANCE OF 94.57 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE S 85°22'43" E A DISTANCE OF 415.58 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE S 02°38'36" W A DISTANCE OF 131.96 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE S 40°10'02" E A DISTANCE OF 104.33 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE S 74°40'08" E A DISTANCE OF 104.74 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE S 73°07'39" E A DISTANCE OF 63.52 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE S 62°01'17" E A DISTANCE OF 146.02 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE S 52°27'30" E A DISTANCE OF 70.78 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 37°32'30" W A DISTANCE OF 48.06 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 03°43'38" W A DISTANCE OF 48.27 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 23°34'04" E A DISTANCE OF 78.25 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 36°36'29" E A DISTANCE OF 101.06 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 54°32'30" E A DISTANCE OF 23.45 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 69°22'12" E A DISTANCE OF 46.15 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 60°08'28" E A DISTANCE OF 22.73 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 11°06'31" W A DISTANCE OF 25.70 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 60°57'56" W A DISTANCE OF 58.36 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 48°02'30" W A DISTANCE OF 18.09 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 24°06'10" W A DISTANCE OF 25.75 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 01°49'10" E A DISTANCE OF 16.63 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 33°36'31" E A DISTANCE OF 33.39 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 53°51'53" E A DISTANCE OF 101.66 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 65°28'54" E A DISTANCE OF 68.30 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 08°19'10" W A DISTANCE OF 494.57 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE N 81°40'50" W A DISTANCE OF 284.89 FEET TO A 1/2" REBAR; THENCE S 01°09'18" W A DISTANCE OF 1599.28 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE S 87°24'52" W A DISTANCE OF 131.16 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350 ON THE NORTH RIGHT OF WAY LINE OF COMMONS DR. W (R/W VARIES); THENCE ALONG SAID RIGHT OF WAY IN A CURVE TO THE RIGHT HAVING A RADIUS OF 1882.87 FEET, AN ARC LENGTH OF 138.42 FEET AND A CHORD BEARING AND DISTANCE OF N 77°10'55" W, 138.39 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE N 75°04'34" W A DISTANCE OF 311.74 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE IN A CURVE TO THE RIGHT HAVING A RADIUS OF 382.99 FEET, AN ARC LENGTH OF 18.54 FEET AND A CHORD BEARING AND DISTANCE OF S 73°07'17" W, 18.54 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE S 74°30'30" W A DISTANCE OF 82.09 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE LEAVING SAID RIGHT OF WAY N 14°28'59" E A DISTANCE OF 654.03 FEET TO A 4"X4" CONCRETE MONUMENT; THENCE N 53°13'07" E A DISTANCE OF 322.54 FEET TO A 4"X4" CONCRETE MONUMENT; THENCE N 36°52'03" W A DISTANCE OF 1649.80 FEET TO A 4"X4" CONCRETE MONUMENT; THENCE N 53°04'25" E A DISTANCE OF 150.01 FEET TO A 4"X4" CONCRETE MONUMENT; THENCE N 36°47'28" W A DISTANCE OF 612.40 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE N 05°06'31" E A DISTANCE OF 1755.17 FEET TO A THE POINT OF BEGINNING. SAID PARCEL LYING IN AND BEING A PART OF AN UNDIVIDED SECTION, TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA AND CONTAINING 77.11 ACRES, MORE OR LESS.

PLS GROUP, INC.
PROFESSIONAL LAND SURVEYORS
SURVEYING, AERIAL MAPPING AND SOLUTIONS
LB#8096 LSF#260 CA–1067–LS

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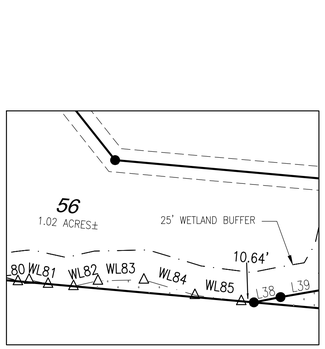
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PANAMA CITY BEACH, FL 32407
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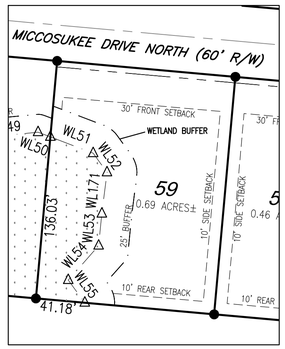
PLAT BOOK _____, PAGE _____

INDIAN BAYOU WEST

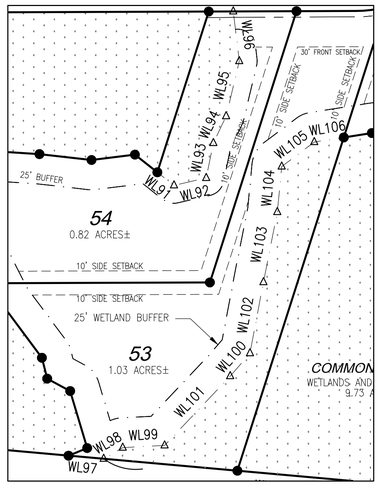
IN UNSECTIONALIZED, TOWNSHIP 2 SOUTH, RANGE 22 WEST
CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA
MARCH 2021



LOT 56 WETLANDS DETAIL
SCALE: 1"=60'
LINE TABLE ON SHEET 4 OF 4



LOT 59 WETLANDS DETAIL
SCALE: 1"=60'
LINE TABLE ON SHEET 4 OF 4



LOT 53 AND 54 WETLANDS DETAIL
SCALE: 1"=60'
LINE TABLE ON SHEET 4 OF 4

OR BK 956, PG 130

OR BK 956, PG 130

OR BK 3202, PG 3145

OR BK 1973 PG 445

OR BK 297 PG 395

LAUREN COURT

HIDDEN PINES RETENTION AREA

LOT 42

LOT 43 EAGLES LANDING PLAT BOOK 14, PAGE 58

LOT 44

LOT 45 EAGLES LANDING PLAT BOOK 14, PAGE 58

LOT 1

LOT 2

LOT 3

LOT 4 BLOCK A

P.O.C.
SE CORNER LOT 4, BLOCK A, HIDDEN PINES, PLAT BOOK 17, PAGE 30 BEING IN AN UNDIVIDED SECTION, T-2-S, R-22-W, OKALOOSA CO., FL BEING MARKED BY A FND 4"X4" C.M.

S 05°07'09" W 760.14'

P.O.B.
SET P.R.M.
1/2" REBAR WITH CAP STAMPED LB#8096

328.25'

SET P.R.M.
WETLANDS
SET P.R.M.
SET P.R.M.
SET P.R.M.
SET P.R.M.
15' BUFFER
COMMON AREA "G"
WETLANDS AND STORM DRAINAGE
1.08 ACRES±
ARC=63.44'
RAD=69.60'
CBS: 73°12'40" E
CD=61.27'
FUTURE ROAD
S 04°51'58" W 324.04'
FND 1/2" REBAR WITH CAP STAMPED #7350
60
0.43 ACRES±
61
0.44 ACRES±
62
0.44 ACRES±
63
0.42 ACRES±
64
0.46 ACRES±
SCHEDULE WATER 20'
SCHEDULE SANITARY 20'
SCHEDULE UNDRAIN 20'
30' FRONT SETBACK
10' SIDE SETBACK
15' SIDE SETBACK
10' REAR SETBACK
SET P.C.P.
N 05°06'31" E 470.50'
SET P.C.P.
S 84°53'29" E 600.00'
15' BUFFER
59
0.69 ACRES±
58
0.46 ACRES±
57
0.42 ACRES±
50' HIGH WATER
30' FRONT SETBACK
10' REAR SETBACK
COMMON AREA "F"
WETLANDS AND STORM DRAINAGE
1.95 ACRES±
55
0.77 ACRES±
56
1.02 ACRES±
25' WETLAND BUFFER
259.49'
N 05°06'31" E 1755.17'
427.92'
S 02°04'04" W 301.29'
S 00°12'53" E 459.86'
N 02°04'04" E 276.73'
N 00°12'53" W 422.59'
MICCOSUKEE DRIVE NORTH (60' R/W)
COMMON AREA "E"
WETLANDS AND STORM DRAINAGE
3.48 ACRES±
52
0.73 ACRES±
54
0.82 ACRES±
53
1.03 ACRES±
COMMON AREA "D"
WETLANDS AND STORM DRAINAGE
9.73 ACRES±
242.41'
FND 1/2" REBAR WITH CAP STAMPED #7350
N 36°47'29" W 612.45'
MATCHLINE-SEE SHEET 3
MATCHLINE-SEE SHEET 3
71
0.37 ACRES±
70
0.38 ACRES±
69
0.62 ACRES±
68
0.63 ACRES±
67
0.53 ACRES±
66
0.43 ACRES±
65
0.39 ACRES±
51
0.41 ACRES±
FND 1/2" REBAR WITH CAP STAMPED #7350
15' WATER
S 85°29'36" E 66.65'
S 83°22'43" E 416.56'
S 83°13'57" W 54.03'
S 83°13'57" W 165.65'
S 83°13'57" W 185.87'
N 83°13'57" E 54.03'
N 83°13'57" E 185.87'
N 83°13'57" E 165.65'
N 83°13'57" E 416.56

PLAT BOOK _____, PAGE _____

INDIAN BAYOU WEST

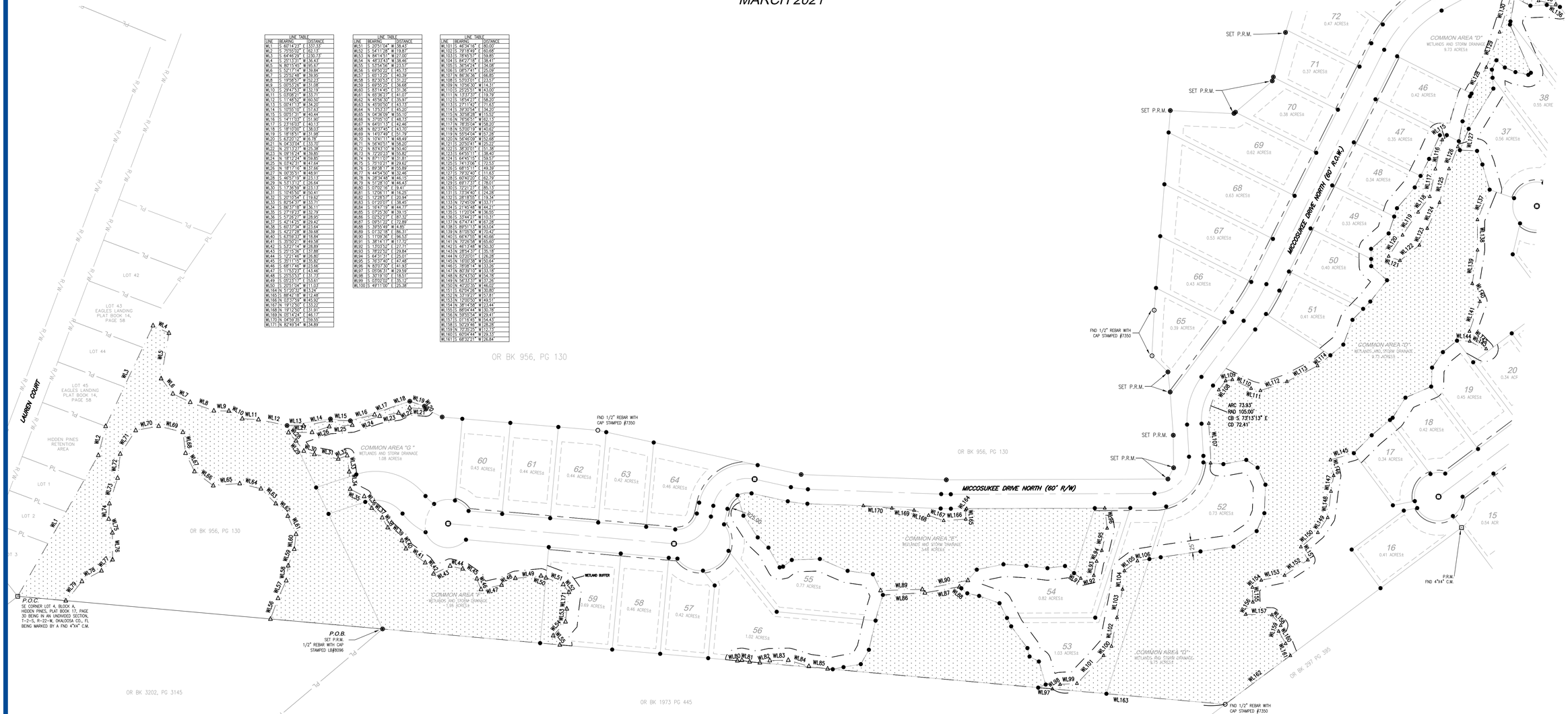
IN UNSECTIONALIZED, TOWNSHIP 2 SOUTH, RANGE 22 WEST
CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA
MARCH 2021

LINE TABLE		
LINE	BEARING	DISTANCE
WL1	S 60°14'03" E	137.33'
WL2	S 32°55'02" E	63.17'
WL3	S 64°46'29" E	230.73'
WL4	S 25°13'51" W	136.43'
WL5	N 80°15'45" W	195.67'
WL6	S 52°17'14" W	139.84'
WL7	S 25°52'48" W	139.95'
WL8	S 18°38'57" W	152.23'
WL9	S 02°53'06" W	131.08'
WL10	S 29°47'53" W	132.19'
WL11	S 03°08'21" W	133.71'
WL12	S 11°48'52" W	160.50'
WL13	S 00°41'13" W	58.20'
WL14	S 10°55'10" E	157.63'
WL15	S 20°57'31" W	140.44'
WL16	S 14°11'03" E	151.90'
WL17	S 21°16'03" E	140.13'
WL18	S 18°10'06" E	138.03'
WL19	S 18°18'57" W	131.98'
WL20	S 63°20'12" W	16.78'
WL21	N 04°13'04" E	133.70'
WL22	N 20°13'27" W	125.38'
WL23	N 09°16'24" W	139.85'
WL24	N 18°12'24" W	159.85'
WL25	N 15°42'51" W	147.44'
WL26	N 18°17'16" W	137.66'
WL27	N 03°35'51" W	148.91'
WL28	S 48°57'19" W	223.13'
WL29	N 53°13'13" E	126.64'
WL30	S 73°36'59" W	223.13'
WL31	S 10°45'50" W	150.41'
WL32	S 00°10'54" E	119.62'
WL33	S 82°54'37" W	133.71'
WL34	S 56°37'18" W	156.11'
WL35	S 37°19'23" W	132.79'
WL36	S 57°26'27" W	128.95'
WL37	S 47°14'25" W	129.42'
WL38	S 60°37'54" W	233.64'
WL39	S 42°27'28" W	139.68'
WL40	S 43°59'53" W	118.64'
WL41	S 30°09'41" W	149.58'
WL42	S 43°27'14" W	128.69'
WL43	S 29°15'36" E	137.88'
WL44	S 12°21'46" W	226.80'
WL45	S 35°11'15" W	135.82'
WL46	S 68°17'46" W	123.66'
WL47	S 11°53'23" E	143.46'
WL48	S 25°55'25" E	131.73'
WL49	S 05°23'31" E	153.61'
WL50	S 05°51'04" W	117.03'
WL164	N 51°20'31" W	3.24'
WL165	N 66°40'18" W	122.48'
WL166	N 83°47'09" W	145.52'
WL167	N 19°12'50" E	33.22'
WL168	N 19°12'50" E	31.91'
WL169	N 00°14'24" E	146.17'
WL170	N 04°59'25" E	159.05'
WL171	N 82°49'54" W	134.89'

LINE TABLE		
LINE	BEARING	DISTANCE
WL51	S 29°31'04" W	159.43'
WL52	S 54°11'26" W	119.87'
WL53	N 84°14'31" W	127.00'
WL54	N 48°53'43" W	138.46'
WL55	S 53°54'56" W	153.57'
WL56	S 69°50'02" E	145.73'
WL57	S 65°13'25" E	140.39'
WL58	S 82°30'53" E	131.22'
WL59	S 69°50'25" E	156.68'
WL60	S 83°14'45" E	131.36'
WL61	N 69°36'27" E	141.07'
WL62	N 45°56'30" E	135.79'
WL63	N 45°00'00" E	143.73'
WL64	N 13°53'33" E	145.20'
WL65	N 04°36'09" W	125.10'
WL66	N 37°05'10" E	148.23'
WL67	N 64°07'13" E	142.46'
WL68	N 82°57'45" E	143.70'
WL69	N 14°07'49" E	151.79'
WL70	N 10°41'11" W	148.49'
WL71	N 56°40'51" W	158.20'
WL72	N 83°43'10" W	150.40'
WL73	N 72°22'23" W	155.82'
WL74	N 87°11'07" W	131.81'
WL75	S 70°11'01" W	139.82'
WL76	S 89°38'18" W	150.89'
WL77	N 44°54'30" W	152.46'
WL78	N 28°34'48" W	149.15'
WL79	N 53°28'15" W	146.43'
WL80	S 07°05'16" E	131.41'
WL81	S 12°08'11" W	116.26'
WL82	S 12°28'30" E	120.94'
WL83	S 01°20'07" E	138.45'
WL84	S 16°47'19" W	164.77'
WL85	S 07°25'30" W	139.15'
WL86	S 02°52'27" E	167.30'
WL87	S 09°51'26" E	132.80'
WL88	S 39°50'49" W	14.80'
WL89	S 01°50'18" E	156.31'
WL90	S 11°09'36" E	156.53'
WL91	S 38°14'13" W	117.72'
WL92	S 33°03'52" E	127.71'
WL93	S 78°22'52" E	129.84'
WL94	S 64°37'31" E	125.01'
WL95	S 78°57'40" E	147.48'
WL96	N 83°07'30" E	141.93'
WL97	S 05°06'31" W	129.59'
WL98	S 30°19'19" E	118.51'
WL99	S 03°02'05" E	135.12'
WL1015	S 49°11'00" E	125.38'

LINE TABLE		
LINE	BEARING	DISTANCE
WL101	S 46°54'16" E	80.05'
WL102	S 79°18'49" E	160.68'
WL103	S 78°45'57" E	159.85'
WL104	S 84°27'18" E	138.41'
WL105	S 36°54'24" E	154.08'
WL106	S 08°57'41" E	125.09'
WL107	N 89°36'36" E	166.80'
WL108	S 53°03'01" E	123.57'
WL109	N 10°56'30" W	114.31'
WL110	S 29°25'51" W	143.00'
WL111	N 19°37'37" E	119.79'
WL112	S 18°54'27" E	108.30'
WL113	S 27°11'42" E	111.83'
WL114	S 39°30'54" E	134.20'
WL115	N 30°58'39" E	113.53'
WL116	N 76°56'51" W	162.13'
WL117	N 78°31'04" W	158.20'
WL118	N 53°05'19" W	140.82'
WL119	N 55°54'04" W	157.28'
WL120	N 56°46'09" W	152.68'
WL121	S 20°50'41" W	129.22'
WL122	S 38°30'01" E	151.38'
WL123	S 64°45'13" E	136.45'
WL124	S 64°45'13" E	109.57'
WL125	S 74°17'06" E	151.30'
WL126	S 68°11'01" E	149.39'
WL127	S 79°37'40" E	111.63'
WL128	S 60°42'05" E	162.78'
WL129	S 69°17'37" E	128.01'
WL130	S 72°21'27" E	150.10'
WL131	S 73°34'40" E	124.28'
WL132	S 28°18'50" E	139.34'
WL133	N 79°45'09" W	133.71'
WL134	S 21°43'48" W	144.21'
WL135	S 11°20'04" W	136.50'
WL136	S 33°44'27" W	110.31'
WL137	N 67°47'41" W	167.28'
WL138	S 89°01'13" W	153.04'
WL139	N 83°09'50" W	170.42'
WL140	S 66°47'50" W	140.64'
WL141	N 70°25'58" W	165.60'
WL142	S 46°13'49" W	150.30'
WL143	N 28°43'33" E	135.18'
WL144	N 03°20'01" E	126.28'
WL145	N 18°00'38" W	150.64'
WL146	S 79°08'14" W	133.06'
WL147	N 80°38'10" W	153.18'
WL148	N 82°47'50" W	154.76'
WL149	N 56°53'53" W	137.76'
WL150	N 40°05'49" W	144.02'
WL151	S 60°04'29" W	130.80'
WL152	N 33°09'20" W	133.23'
WL153	N 12°20'50" E	142.51'
WL154	N 38°14'58" E	123.44'
WL155	S 89°04'44" E	130.76'
WL156	N 59°57'54" E	129.41'
WL157	S 01°47'45" E	154.43'
WL158	S 52°29'46" E	128.28'
WL159	N 70°35'25" E	112.73'
WL160	S 60°04'44" E	129.33'
WL161	S 68°32'31" E	126.84'

OR BK 956, PG 130



LEGEND

●	SET PROPERTY CORNER 1/2" REBAR WITH CAP STAMPED LB#8096
○	FOUND IRON PIN TYPE AND SIZE AS SHOWN
⊙	P.C.P.-PERMANENT CONTROL POINT
⊛	P.R.M.-PERMANENT REFERENCE MARKER ALUMINUM DISK STAMPED LB#8096
△	CALCULATED POINT NOT SET
□ C.M.	CONCRETE MONUMENT (SIZE AS SHOWN)
'	FEET / MINUTES
"	INCHES / SECONDS
	NOT TO SCALE
	WETLANDS
N 16°39'36" E	AS MEASURED THIS SURVEY
(N00°00'00"E)	RECORD INFORMATION, DEED OR OTHER
R/W R/W	RIGHT OF WAY LINE
	5' LANDSCAPE BUFFER
	CENTERLINE
	WETLANDS BUFFER WIDTH AS NOTED
	MINIMUM BUILDING LINE
PL PL	APPROXIMATE ADJOINING PROPERTY LINES
	PROPERTY LINE (THIS SURVEY)

LEGEND OF ABBREVIATIONS

C.M.	–	CONCRETE MONUMENT
R/W	–	RIGHT OF WAY
N/F	–	NOW OR FORMERLY
PL	–	PROPERTY LINE
OR BK	–	OFFICIAL RECORD BOOK
PG	–	PAGE
P.O.C	–	POINT OF COMMENCEMENT
P.O.B.	–	POINT OF BEGINNING
CP	–	CONTROL POINT
N	–	NORTH
S	–	SOUTH
E	–	EAST
W	–	WEST
RAD	–	RADIUS
ARC	–	ARC LENGTH
TAN	–	TANGENT
CB	–	CHORD BEARING
CD	–	CHORD DISTANCE
P.R.M.	–	PERMANENT REFERENCE MONUMENTS
P.C.P.	–	PERMANENT CONTROL POINTS
FND	–	FOUND
PID#	–	PARCEL IDENTIFICATION NUMBER
N.T.S	–	NOT TO SCALE
BLDG	–	BUILDING
NR	–	NOT RADIAL
R	–	RADIAL

WETLANDS DELINIATION

NOTES:

1.) BEARINGS SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATES (NORTH ZONE) AS DERIVED FROM A GEODETIC SOLUTION USING RTK GPS AND OPUS SOLUTIONS. BASIS OF REFERENCE MADE TO THE EAST LINE OF THE CITY OF DESTIN PROPERTY AS RECORDED IN OR BK 1973 PG 44 SHOWN HEREON ARE GRID DISTANCES.
2.) THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THE COUNTY WHERE THE PROPERTY IS LOCATED.
3.) ALL LINES COMING OFF OF CURVES ARE NOT RADIAL.

PURSUANT TO CHAPTER 177.091(27):
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

PURSUANT TO CHAPTER 177.091(28):
ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY, IN THE EVEN CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC TELEPHONE, GAS, OR OTHER PUBLIC UTILITY, SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION..

100 0 50 100 200 400
(1" = 100')

PLS GROUP, INC.
PROFESSIONAL LAND SURVEYORS
SURVEYING, AERIAL MAPPING AND SOLUTIONS
4417 COUNTY ROAD 2214
TROY, AL 36079
OFFICE: 334-403-4204
FAX: 334-460-9851
210 EAST GRUBBS AVE. ST. 6
ENTERPRISE, AL 36331
OFFICE: 334-347-0184
FAX: 334-460-9851
206 JOHNSON BAYOU DR.
PANAMA CITY BEACH, FL 32407
OFFICE: 850-588-5354
LB#8096 LSF#1260 CA-1067-LS CA-0173-LS
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INDIAN BAYOU WEST

IN UNSECTIONALIZED, TOWNSHIP 2 SOUTH, RANGE 22 WEST
CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA
MARCH 2021

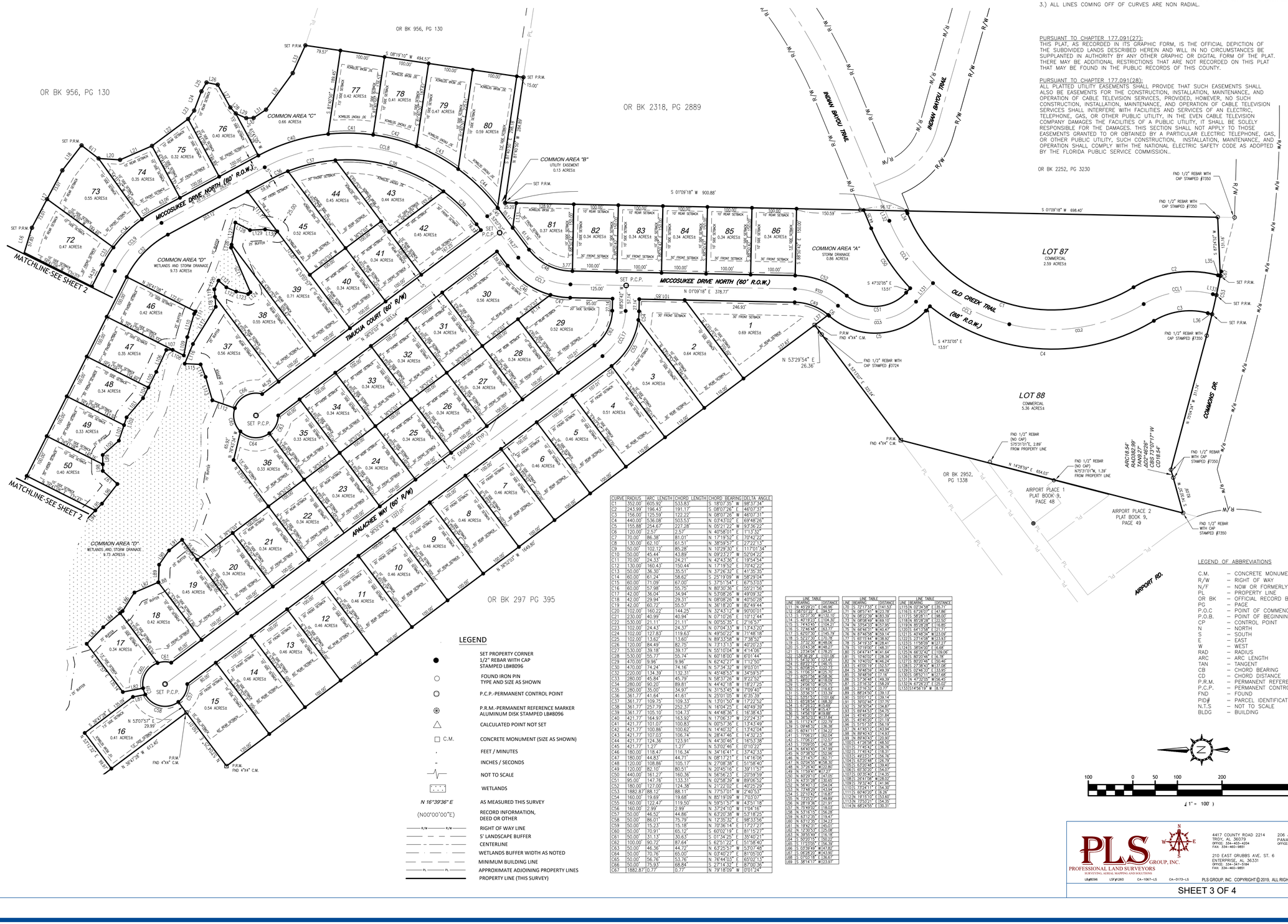
PLAT BOOK _____, PAGE _____

NOTES:

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PURSUANT TO CHAPTER 177.091(27):
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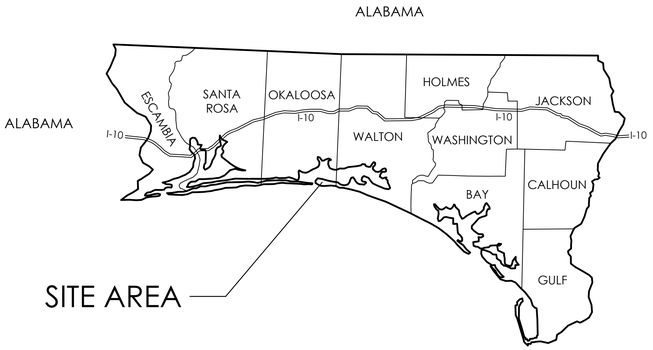

OR BK 956, PG 130
OR BK 2318, PG 2889
OR BK 2252, PG 3230
OR BK 2952, PG 1338
OR BK 297 PG 395
MICCOSUKEE DRIVE NORTH (60' R.O.W.)
TIMUCUA COURT (60' R/W)
APALACHEE WAY (60' R/W)
OLD CREEK TRAIL (60' R.O.W.)
INDIAN BAYOU TRAIL
COMMODORE DR.
AIRPORT RD.
COMMON AREA "A" STORM DRAINAGE 0.86 ACRES±
COMMON AREA "B" UTILITY EASEMENT 0.13 ACRES±
COMMON AREA "C" 0.66 ACRES±
COMMON AREA "D" WETLANDS AND STORM DRAINAGE 9.73 ACRES±
LOT 87 COMMERCIAL 2.59 ACRES±
LOT 88 COMMERCIAL 5.36 ACRES±
AIRPORT PLACE 1 PLAT BOOK 9, PAGE 48
AIRPORT PLACE 2 PLAT BOOK 9, PAGE 49
MATCHLINE-SEE SHEET 2
MATCHLINE-SEE SHEET 3
SET P.R.M.
SET P.C.P.
P.R.M. FND 4"X4" C.M.
FND 1/2" REBAR WITH CAP STAMPED #7350
FND 1/2" REBAR WITH CAP STAMPED #3724
FND 1/2" REBAR (NO CAP) S75°31'01"E, 2.89' FROM PROPERTY LINE
FND 1/2" REBAR (NO CAP) N75°31'01"W, 1.39' FROM PROPERTY LINE
ARC=18.54'
RAD=382.99'
CH=18.54'
ΔΔ2°46'26"
CBS 37°07'17"W
CD=18.54'
S 01°09'18" W 900.88'
S 01°09'18" W 698.40'
N 01°09'18" E 378.77'
N 53°29'54" E 26.36'
N 14°28'59" E 654.03'
N 37°07'17" W 317.91'
S 08°19'10" W 494.57'
N 38°47'26" W 612.40'
N 38°47'26" W 1249.80'
N 38°52'03" W 1221.01'
S 38°47'26" E 135.09'
N 53°07'57" E 29.99'
S 47°32'05" E 13.51'
S 47°43'45" E 131.16'
N 38°47'26" W 1110.00'
N 38°52'03" W 1165.54'
N 38°52'03" W 1221.01'
N 38°47'26" W 1249.80'
N 38°47'26" W 612.40'
N 38°47'26" W 135.09'
N 53°07'57" E 29.99'
S 38°47'26" E 1110.00'
S 38°52'03" E 1165.54'
S 38°52'03" E 1221.01'
S 38°47'26" E 1249.80'
S 38°47'26" E 612.40'
S 38°47'26" E 135.09'
N 53°07'57" E 29.99

SITE DEVELOPMENT PLANS FOR:

INDIAN BAYOU WEST

DESTIN, FLORIDA

AREA MAP:



PREPARED BY:

Binkley Engineering, P.A.
434 Benning Drive
Destin, FL 32541
Phone: (850) 974-5421

PREPARED FOR:

Indian Bayou West, LLC
4 Weekewachee Circle
Destin, FL 32541
Phone: (850) 585-4811

DATE PREPARED:

February 17, 2021

LOCATION MAP:



LEGAL DESCRIPTION (AS SURVEYED)

COMMENCE AT THE SOUTHEAST CORNER LOT 4, BLOCK A, HIDDEN PINES, AS RECORDED IN PLAT BOOK 17, PAGE 30, BEING IN AN UNDIVIDED SECTION, TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA BEING MARKED BY A 4"X4" CONCRETE MONUMENT; THENCE S 05°07'09" W A DISTANCE OF 760.14 FEET TO 1/2" REBAR WITH CAP STAMPED LB#8096 AND ALSO BEING THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING; THENCE N 64°51'18" E A DISTANCE OF 466.37 FEET TO A 1/2" REBAR WITH CAP STAMPED #8096; THENCE S 08°47'03" E A DISTANCE OF 90.98 FEET TO A 1/2" REBAR WITH CAP STAMPED #8096; THENCE S 05°56'32" W A DISTANCE OF 41.45 FEET TO A 1/2" REBAR WITH CAP STAMPED #8096; THENCE S 18°09'03" E A DISTANCE OF 129.78 FEET TO A 1/2" REBAR WITH CAP STAMPED #8096; THENCE S 18°18'51" W A DISTANCE OF 31.98 FEET TO A 1/2" REBAR WITH CAP STAMPED #8096; THENCE S 63°20'12" W A DISTANCE OF 6.78 FEET TO A 1/2" REBAR WITH CAP STAMPED #8096; THENCE S 26°05'29" W A DISTANCE OF 37.71 FEET TO A 5/8" REBAR WITH CAP STAMPED #7350; THENCE S 04°51'58" W A DISTANCE OF 124.04 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE S 12°16'48" W A DISTANCE OF 431.72 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE S 02°04'04" W A DISTANCE OF 301.29 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE S 00°12'53" E A DISTANCE OF 459.86 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE S 62°55'24" E A DISTANCE OF 25.89 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE N 89°26'20" E A DISTANCE OF 67.60 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE N 85°52'00" E A DISTANCE OF 90.03 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE N 83°38'43" E A DISTANCE OF 41.92 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE N 45°24'34" E A DISTANCE OF 47.10 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE S 87°07'22" E A DISTANCE OF 94.57 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE S 85°22'43" E A DISTANCE OF 415.58 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE S 02°38'36" W A DISTANCE OF 131.69 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE S 40°10'02" E A DISTANCE OF 104.33 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE S 74°40'08" E A DISTANCE OF 104.74 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE S 73°07'39" E A DISTANCE OF 63.52 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE S 62°01'17" E A DISTANCE OF 146.02 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE S 52°27'30" E A DISTANCE OF 70.78 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 37°32'30" W A DISTANCE OF 48.06 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 03°43'38" W A DISTANCE OF 48.27 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 23°34'04" E A DISTANCE OF 78.25 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 36°36'29" E A DISTANCE OF 101.06 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 54°32'30" E A DISTANCE OF 23.45 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 69°22'12" E A DISTANCE OF 46.15 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 60°08'28" E A DISTANCE OF 22.73 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 11°06'31" W A DISTANCE OF 25.70 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 60°57'56" W A DISTANCE OF 58.36 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 48°02'30" W A DISTANCE OF 18.09 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 24°06'10" W A DISTANCE OF 25.75 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 01°49'10" E A DISTANCE OF 16.63 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 33°36'31" E A DISTANCE OF 33.39 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 53°51'53" E A DISTANCE OF 101.66 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 65°28'54" E A DISTANCE OF 68.30 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 08°19'10" W A DISTANCE OF 494.57 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE N 81°40'50" W A DISTANCE OF 284.89 FEET TO A 1/2" REBAR; THENCE S 01°09'18" W A DISTANCE OF 900.88 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE A 5 67°26'23"W A DISTANCE OF 5.69 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE IN A CURVE TO THE LEFT HAVING A RADIUS OF 352.00 FEET, AN ARC LENGTH OF 605.92 FEET AND A CHORD BEARING AND DISTANCE OF S 18°07'35" W, 533.83 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE IN A CURVE TO THE RIGHT HAVING A RADIUS OF 243.59 FEET, AN ARC LENGTH OF 196.43 FEET AND A CHORD BEARING AND DISTANCE OF S 08°07'26" E, 191.17 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE S 14°56'19" W A DISTANCE OF 5.46 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096 ON THE NORTH RIGHT OF WAY LINE OF COMMONS DR. WEST (R/W VARIES); THENCE ALONG SAID RIGHT OF WAY IN A CURVE TO THE RIGHT HAVING A RADIUS OF 1882.87 FEET, AN ARC LENGTH OF 88.12 FEET AND A CHORD BEARING AND DISTANCE OF N 77°57'01" W, 88.11 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE LEAVING SAID RIGHT OF WAY N 14°56'19" E A DISTANCE OF 9.90 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE IN A CURVE TO THE RIGHT HAVING A RADIUS OF 156.00 FEET, AN ARC LENGTH OF 125.59 FEET AND A CHORD BEARING AND DISTANCE OF N 08°07'26" W, 122.22 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE IN A CURVE TO THE LEFT HAVING A RADIUS OF 440.00 FEET, AN ARC LENGTH OF 536.08 FEET AND A CHORD BEARING AND DISTANCE OF N 03°43'02" E, 503.53 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE IN A CURVE TO THE RIGHT HAVING A RADIUS OF 155.88 FEET, AN ARC LENGTH OF 254.67 FEET AND A CHORD BEARING AND DISTANCE OF N 05°21'22" W, 227.28 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE IN A CURVE TO THE RIGHT HAVING A RADIUS OF 120.00 FEET, AN ARC LENGTH OF 2.57 FEET AND A CHORD BEARING AND DISTANCE OF N 40°58'01" E, 2.57 FEET TO A 1/2" REBAR WITH CAP STAMPED LB#8096; THENCE N 36°52'03 W A DISTANCE OF 37.84 FEET TO A 4"X4" CONCRETE MONUMENT; THENCE N 36°52'03" W A DISTANCE OF 1649.80 FEET TO A 4"X4" CONCRETE MONUMENT; THENCE N 53°04'25" E A DISTANCE OF 150.01 FEET TO A 4"X4" CONCRETE MONUMENT; THENCE N 36°47'28" W A DISTANCE OF 612.40 FEET TO A 1/2" REBAR WITH CAP STAMPED #7350; THENCE N 05°06'31" E A DISTANCE OF 1755.17 FEET TO A THE POINT OF BEGINNING. SAID PARCEL LYING IN AND BEING A PART OF AN UNDIVIDED SECTION, TOWNSHIP 2 SOUTH, RANGE 22 WEST, OKALOOSA COUNTY, FLORIDA AND CONTAINING 69.16 ACRES, MORE OR LESS.

INDEX OF SHEETS

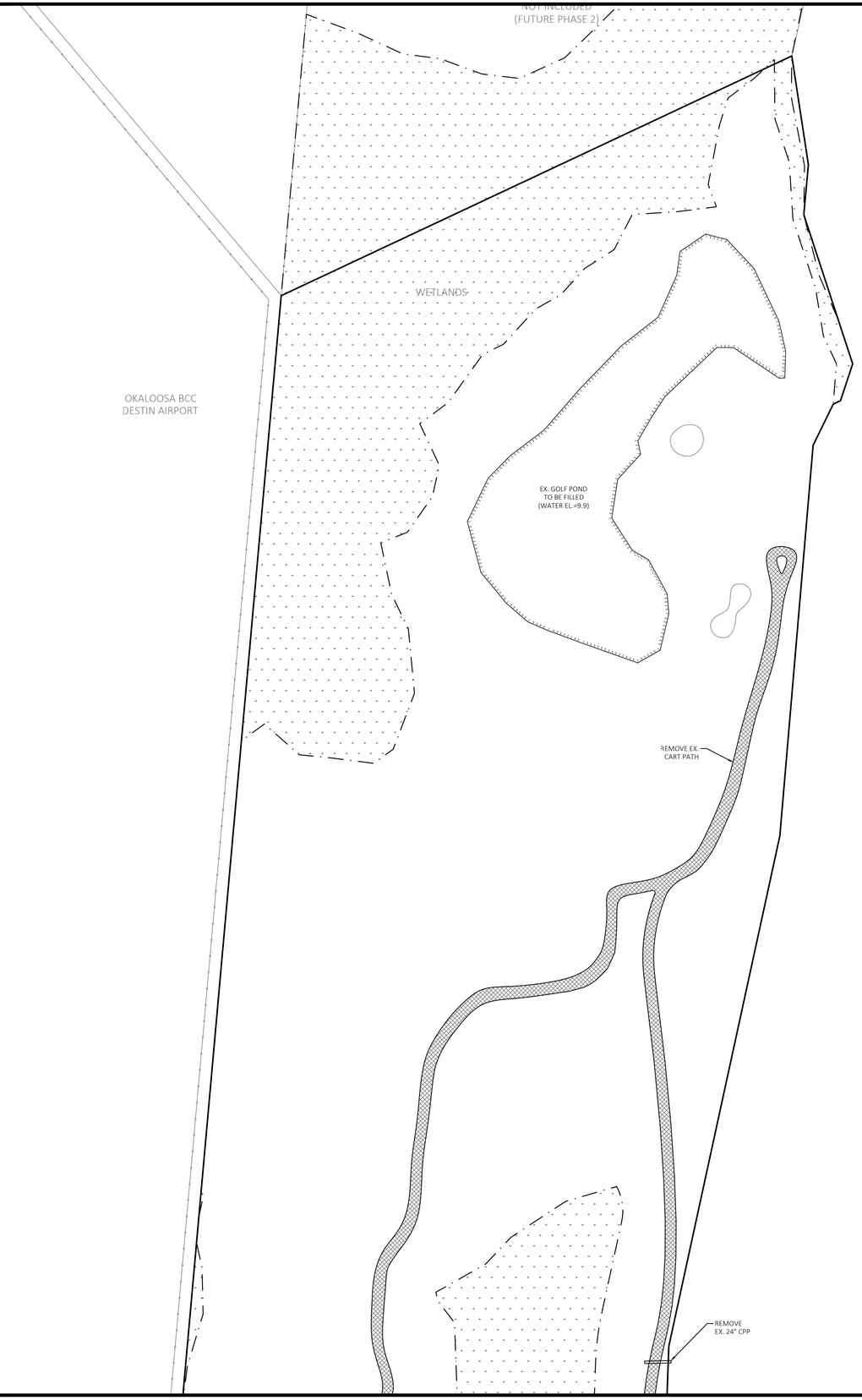
SHEET	DESCRIPTION
1.1	DEMOLITION PLAN (1 OF 6)
1.2	DEMOLITION PLAN (1 OF 6)
1.3	DEMOLITION PLAN (1 OF 6)
1.4	DEMOLITION PLAN (1 OF 6)
1.5	DEMOLITION PLAN (1 OF 6)
1.6	DEMOLITION PLAN (1 OF 6)
2.0	OVERALL SITE PLAN
2.1	SITE PLAN (1 OF 7)
2.2	SITE PLAN (2 OF 7)
2.3	SITE PLAN (3 OF 7)
2.4	SITE PLAN (4 OF 7)
2.5	SITE PLAN (5 OF 7)
2.6	SITE PLAN (6 OF 7)
2.7	SITE PLAN (7 OF 7)
3.1	GRADING & DRAINAGE PLAN (1 OF 7)
3.2	GRADING & DRAINAGE PLAN (2 OF 7)
3.3	GRADING & DRAINAGE PLAN (3 OF 7)
3.4	GRADING & DRAINAGE PLAN (4 OF 7)
3.5	GRADING & DRAINAGE PLAN (5 OF 7)
3.6	GRADING & DRAINAGE PLAN (6 OF 7)
3.7	GRADING & DRAINAGE PLAN (7 OF 7)
4.1	UTILITY PLAN (1 OF 7)
4.2	UTILITY PLAN (2 OF 7)
4.3	UTILITY PLAN (3 OF 7)
4.4	UTILITY PLAN (4 OF 7)
4.5	UTILITY PLAN (5 OF 7)
4.6	UTILITY PLAN (6 OF 7)
4.7	UTILITY PLAN (7 OF 7)
5.1	PLAN & PROFILE OLD CREEK TRAIL
5.2	PLAN & PROFILE MICCOSUKEE DRIVE NORTH (STA: 0+00 ~ 14+50)
5.3	PLAN & PROFILE MICCOSUKEE DRIVE NORTH (STA: 14+50 ~ 29+50)
5.4	PLAN & PROFILE MICCOSUKEE DRIVE NORTH (STA: 29+50 ~ 42+00)
5.5	PLAN & PROFILE MICCOSUKEE DRIVE NORTH (STA: 35+00 ~ END)
5.6	PLAN & PROFILE APALACHEE WAY
5.7	PLAN & PROFILE TIMUCUA COURT
6.1	LANDSCAPE PLAN NORTH
6.2	LANDSCAPE PLAN SOUTH
7.1	DETAILS
7.2	DETAILS
7.3	RETENTION BASIN SECTIONS
7.4	DESTIN WATER USERS DETAILS
7.5	DESTIN WATER USERS DETAILS
7.6	DESTIN WATER USERS DETAILS
7.7	LIFT STATION DETAILS
8.1	SPECIFICATIONS
8.2	SPECIFICATIONS
8.3	SPECIFICATIONS

TOTAL PROJECT AREA	3,012,702 S.F. (69.16 Ac.)
OLD CREEK TRAIL R/W	77,062 S.F. (1.77 Ac.)
SUBDIVISION AREA	2,935,640 S.F. (67.39 Ac.)
TOTAL PROJECT IMPERVIOUS SURFACE	777,652 S.F.
IMPERVIOUS SURFACE AREA (EXCLUDING OLD CREEK TRAIL R/W)	
IMPERVIOUS SURFACE	734,885 S.F. (25%)
PROPOSED OPEN SPACE	2,200,755 S.F. (75%)

BINKLEY ENGINEERING
Certificate of Authorization No. 32308

NOT FOR CONSTRUCTION

INDIAN BAYOU WEST



0 50 100

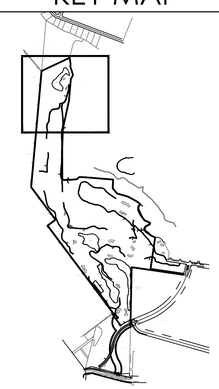
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www.callsunshine.com

NOTES

1. PRIOR TO COMMENCING CLEARING OR DEMOLITION OPERATIONS, CONTRACTOR SHALL VERIFY WITH ENGINEER ALL ITEMS TO BE REMOVED OR TO REMAIN.
2. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES ABOVE AND BELOW GROUND AND NOTIFY THE ENGINEER IMMEDIATELY OF ANY CONFLICTS OR DISCREPANCIES PRIOR TO BEGINNING WORK.
3. CONTRACTOR SHALL COORDINATE WITH APPROPRIATE UTILITY COMPANIES ON THE ADJUSTMENT AND/OR RELOCATION OF EXISTING UTILITIES AS SHOWN OR NOT SHOWN ON THE PLANS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS REQUIRED BY STATE AND LOCAL GOVERNMENTS FOR COMPLETING THE WORK INCLUDING BUT NOT LIMITED TO NPDES STORMWATER DISCHARGE PERMIT.
5. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN TEMPORARY AND/OR PERMANENT EROSION AND SEDIMENT CONTROL DEVICES DURING CONSTRUCTION OPERATIONS AS SHOWN ON THE PLANS AS A MINIMUM. ADDITIONAL EROSION AND SEDIMENT CONTROL DEVICES MAY BE REQUIRED TO PREVENT SILT FROM LEAVING SITE.
6. EROSION AND SEDIMENT CONTROL STRUCTURES SHALL BE INSPECTED AFTER EACH RAIN EVENT AND SHALL BE REPAIRED OR REPLACED AS NECESSARY.
7. PRIOR TO THE COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL PROVIDE TO THE CITY FOR REVIEW AND APPROVAL A WRITTEN VIBRATION IMPACT MITIGATION PLAN. THE VIBRATION IMPACT MITIGATION PLAN SHALL INCLUDE, BUT NOT BE LIMITED TO, A DESCRIPTION OF THE CONTROL PROCESSES THAT THE CONTRACTOR WILL IMPLEMENT IN ORDER TO ADDRESS THE FOLLOWING:
   - 7.1. HOW TO ENSURE THAT ANY ACTIVITY INCLUDED BUT NOT LIMITED TO PILE DRIVING, EARTHWORK COMPACTION, CONCRETE AND ASPHALT BREAKING WILL NOT TRANSMIT VIBRATIONS TO SENSITIVE RECEPTOR STRUCTURES AT OR ABOVE THE FEDERAL TRANSIT ADMINISTRATION (FTA) APPROXIMATE VIBRATION DAMAGE THRESHOLD OF 95 VIBRATION DECIBELS (VdB).
   - 7.2. HOW TO MINIMIZE THE IMPACT ON SURROUNDING AREAS FOR ANY ACTIVITY EXCEEDING THE APPROXIMATE FTA VIBRATION ANNOYANCE THRESHOLD OF 80 VdB.

KEY MAP



NOT FOR CONSTRUCTION

Licensed to: S. BINKLEY
LICENSE NUMBER: 56762
STATE OF FLORIDA
PROFESSIONAL ENGINEER
No. 56762
Ross S. Binkley, P.E. License Number 56762

REVISIONS:	DATE:
1 PER CITY AND NWFWMD COMMENTS	1/25/21
2 PER NWFWMD COMMENTS	2/17/21
3	
4	
5	
6	

BINKLEY ENGINEERING
Certificate of Authorization No. 32308
434 Benning Drive, Destin, FL 32541
Phone: (850) 974-5421
rsbinkley@gmail.com

INDIAN BAYOU WEST

DEMOLITION PLAN (1 OF 6)

DATE: 8/27/20
SCALE: 1"=50'
SHEET
1.1
TOTAL SHEETS 47



0 50 100

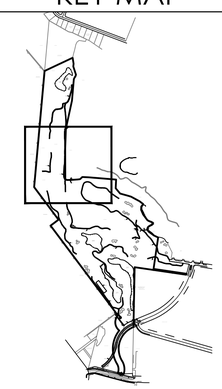
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KEY MAP



NOT FOR CONSTRUCTION

Licensed Professional: ROSS S. BINKLEY
LICENSE NUMBER: 56762
STATE OF FLORIDA
PROFESSIONAL ENGINEER
No. 56762
Ross S. Binkley, Florida License No. 56762

REVISIONS:	DATE:
1 PER CITY AND NWFWMD COMMENTS	1/25/21
2 PER NWFWMD COMMENTS	2/17/21
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4	
5	
6	

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Phone: (850) 974-5421
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INDIAN BAYOU WEST

DEMOLITION PLAN (2 OF 6)

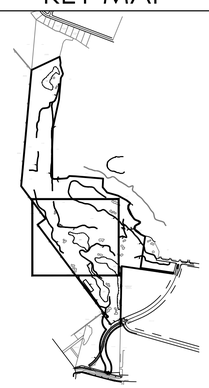
DATE: 8/27/20
SCALE: 1"=50'
SHEET
1.2
TOTAL SHEETS 47



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KEY MAP



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REVISIONS:	DATE:
PER CITY AND NWFWMD COMMENTS	1/25/21
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INDIAN BAYOU WEST

DEMOLITION PLAN (3 OF 6)

DATE: 8/27/20
SCALE: 1"=50'
SHEET
1.3
TOTAL SHEETS 47



0 50 100

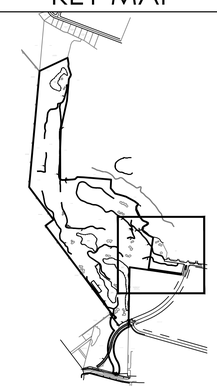
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KEY MAP



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INDIAN BAYOU WEST

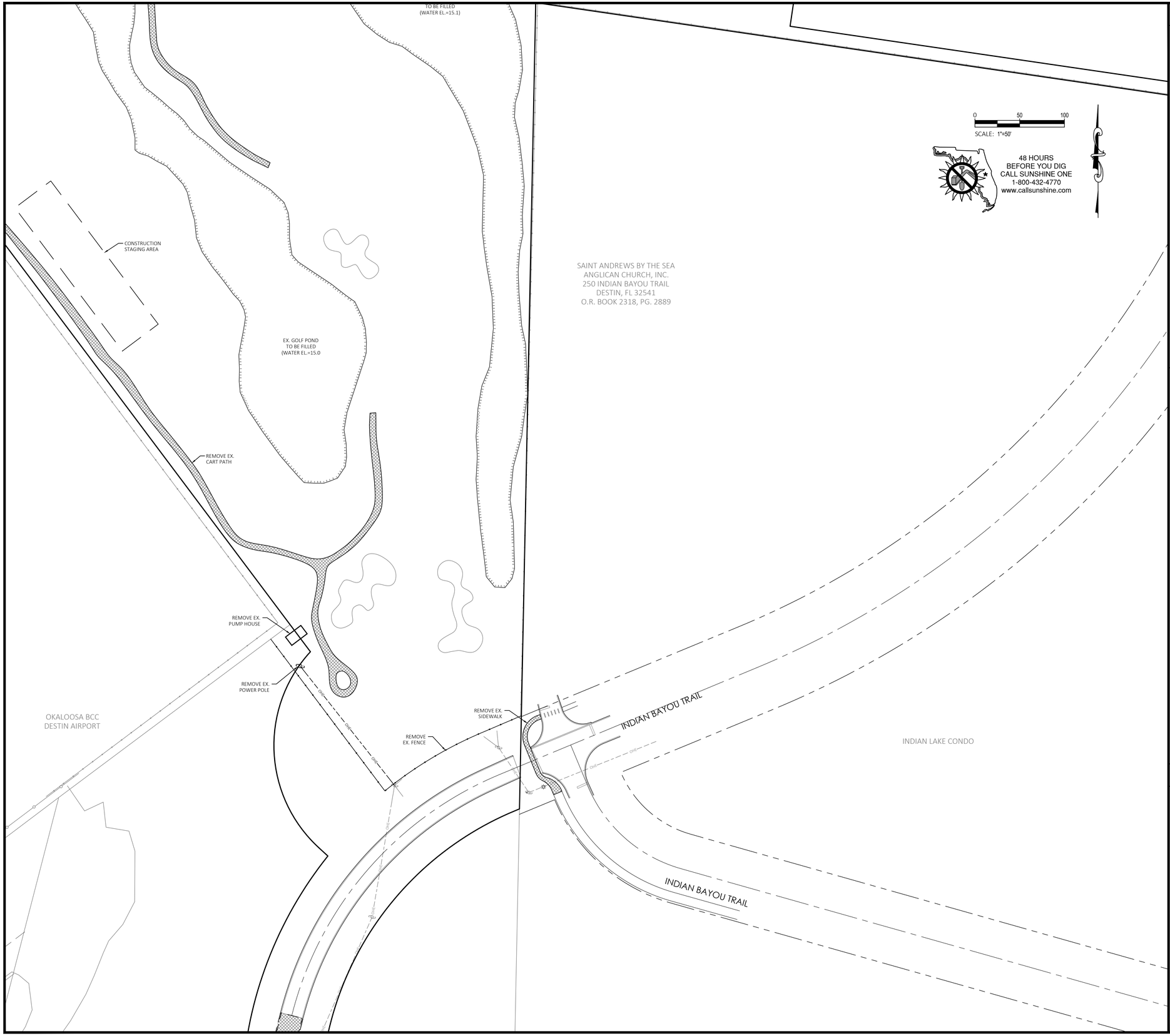
DEMOLITION PLAN (4 OF 6)

DATE: 8/27/20

SCALE: 1"=50'

SHEET 1.4

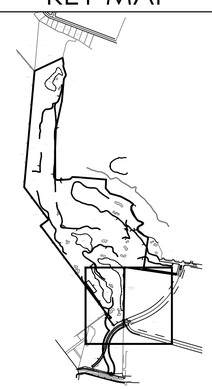
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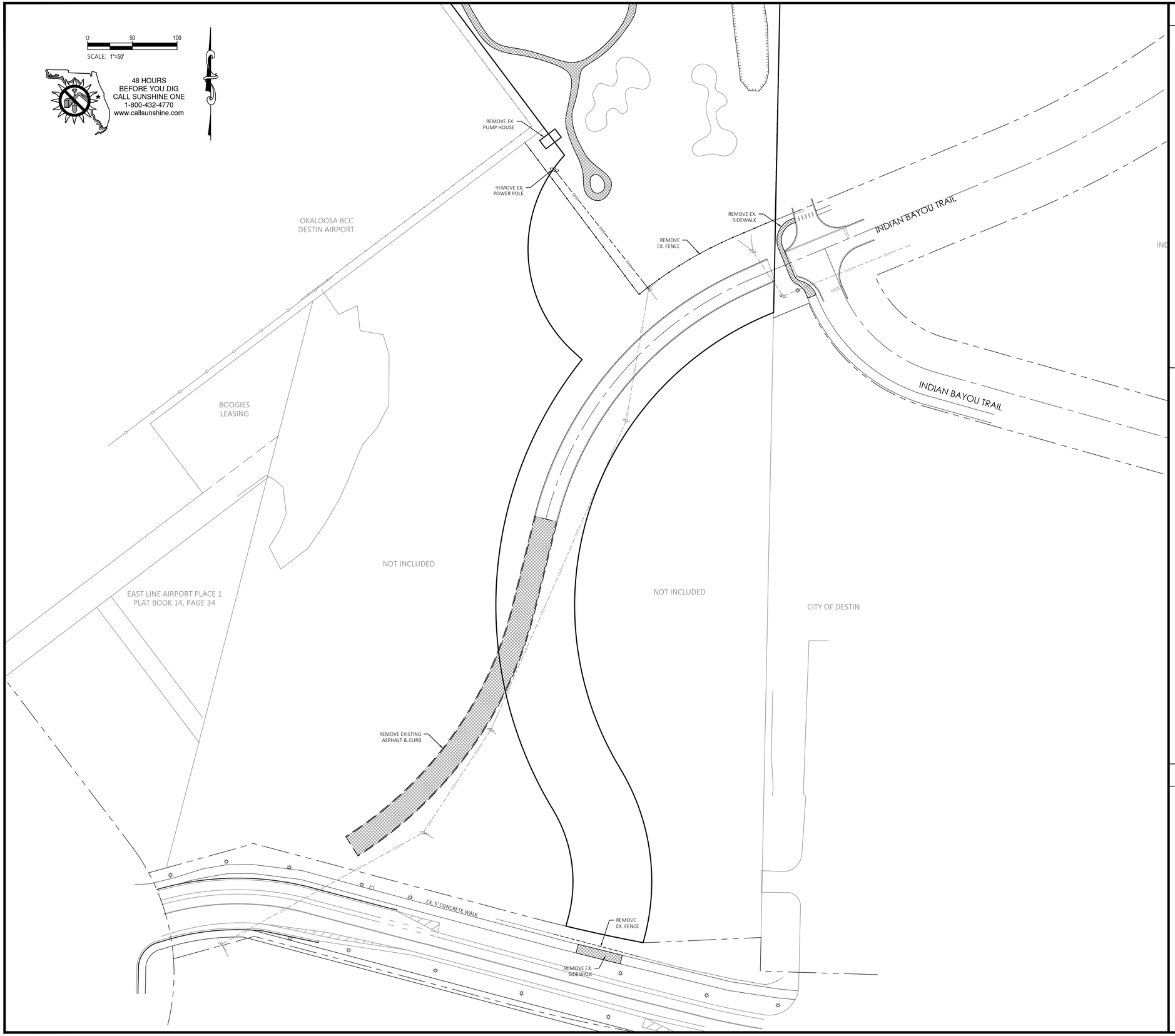
REVISIONS:	DATE:
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PER NWFWMD COMMENTS	2/17/21

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INDIAN BAYOU WEST

DEMOLITION PLAN (5 OF 6)

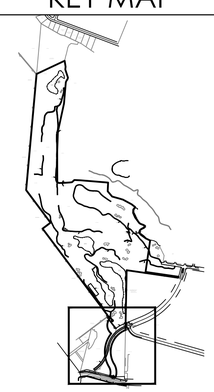
DATE: 8/27/20
SCALE: 1"=50'
SHEET
1.5
TOTAL SHEETS 47



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STATE OF FLORIDA
PROFESSIONAL ENGINEER
Ross S. Binkley, P.E. No. 56762

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INDIAN BAYOU WEST

DEMOLITION PLAN (6 OF 6)

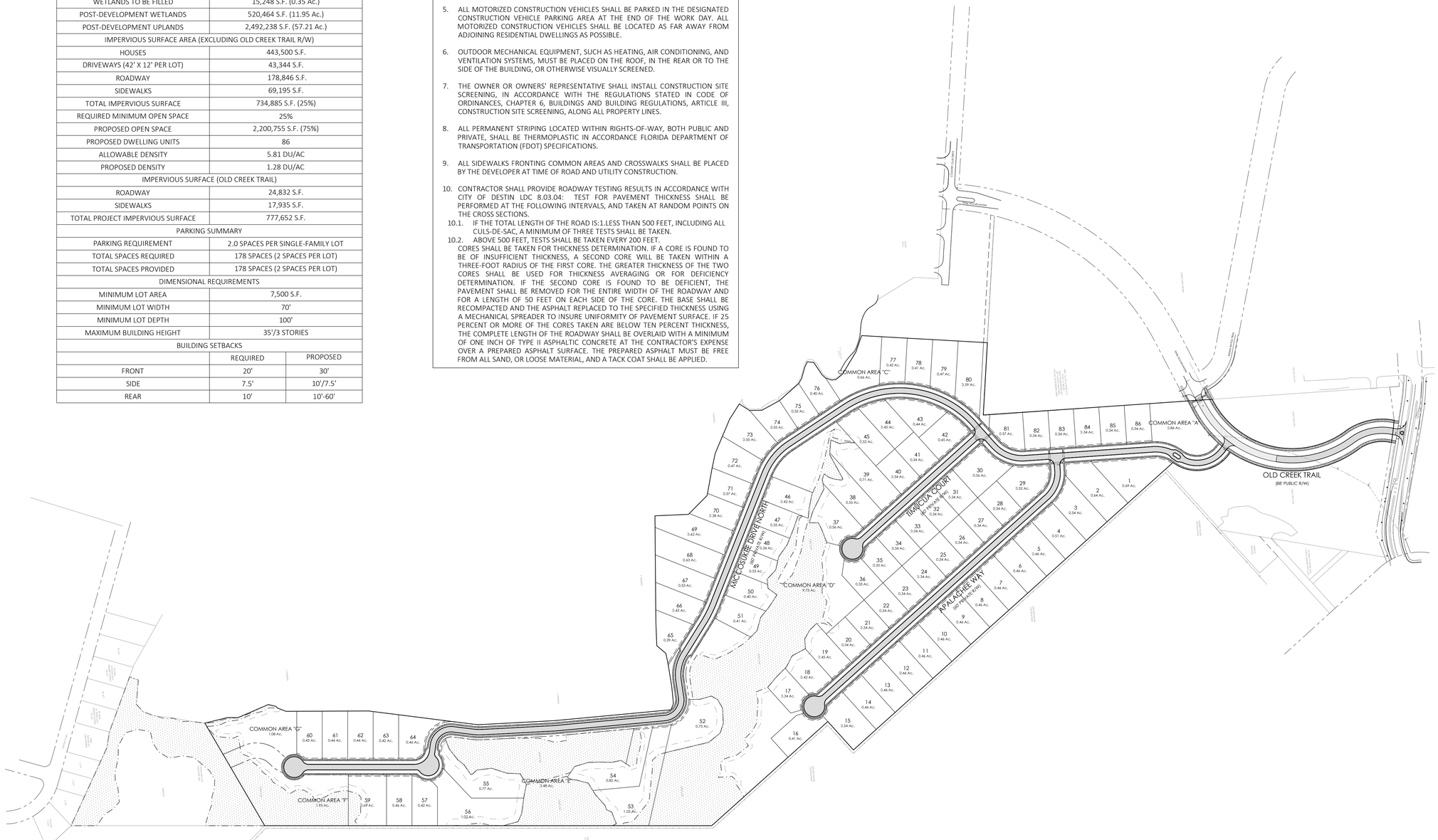
DATE: 8/27/20
SCALE: 1"=50'
SHEET
1.6
TOTAL SHEETS 47

SITE DATA TABLE		
PARCEL ID #	00-2S-22-0000-0046-0000	
ZONING DISTRICT	LOW DENSITY RESIDENTIAL-VILLAGE	
FUTURE LAND USE	LOW DENSITY RESIDENTIAL	
TOTAL PROJECT AREA (INCLUDED IN PLAT)	3,012,702 S.F. (69.16 Ac.)	
PRE-DEVELOPMENT WETLANDS	535,712 S.F. (12.30 Ac.)	
PRE-DEVELOPMENT UPLANDS	2,476,990 S.F. (56.86 Ac.)	
OLD CREEK TRAIL R/W	77,062 S.F. (1.77 Ac.)	
SUBDIVISION AREA	2,935,640 S.F. (67.39 Ac.)	
WETLANDS TO BE FILLED	15,248 S.F. (0.35 Ac.)	
POST-DEVELOPMENT WETLANDS	520,464 S.F. (11.95 Ac.)	
POST-DEVELOPMENT UPLANDS	2,492,238 S.F. (57.21 Ac.)	
IMPERVIOUS SURFACE AREA (EXCLUDING OLD CREEK TRAIL R/W)		
HOUSES	443,500 S.F.	
DRIVEWAYS (42' X 12' PER LOT)	43,344 S.F.	
ROADWAY	178,846 S.F.	
SIDEWALKS	69,195 S.F.	
TOTAL IMPERVIOUS SURFACE	734,885 S.F. (25%)	
REQUIRED MINIMUM OPEN SPACE	25%	
PROPOSED OPEN SPACE	2,200,755 S.F. (75%)	
PROPOSED DWELLING UNITS	86	
ALLOWABLE DENSITY	5.81 DU/AC	
PROPOSED DENSITY	1.28 DU/AC	
IMPERVIOUS SURFACE (OLD CREEK TRAIL)		
ROADWAY	24,832 S.F.	
SIDEWALKS	17,935 S.F.	
TOTAL PROJECT IMPERVIOUS SURFACE	777,652 S.F.	
PARKING SUMMARY		
PARKING REQUIREMENT	2.0 SPACES PER SINGLE-FAMILY LOT	
TOTAL SPACES REQUIRED	178 SPACES (2 SPACES PER LOT)	
TOTAL SPACES PROVIDED	178 SPACES (2 SPACES PER LOT)	
DIMENSIONAL REQUIREMENTS		
MINIMUM LOT AREA	7,500 S.F.	
MINIMUM LOT WIDTH	70'	
MINIMUM LOT DEPTH	100'	
MAXIMUM BUILDING HEIGHT	35'/3 STORIES	
BUILDING SETBACKS		
	REQUIRED	PROPOSED
FRONT	20'	30'
SIDE	7.5'	10'/7.5'
REAR	10'	10'-60'

NOTES

1. BOUNDARY & TOPOGRAPHIC SURVEY PROVIDED BY RARE EARTH SURVEYING & MAPPING.
2. UNDERGROUND ENCROACHMENTS, IF ANY, NOT LOCATED.
3. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS DRAWING THAT MAY BE FOUND IN THE PUBLIC RECORDS OF OKALOOSA COUNTY.
4. PAVEMENT DIMENSIONS ARE MEASURED TO THE BACK OF CURB.
5. ALL MOTORIZED CONSTRUCTION VEHICLES SHALL BE PARKED IN THE DESIGNATED CONSTRUCTION VEHICLE PARKING AREA AT THE END OF THE WORK DAY. ALL MOTORIZED CONSTRUCTION VEHICLES SHALL BE LOCATED AS FAR AWAY FROM ADJOINING RESIDENTIAL DWELLINGS AS POSSIBLE.
6. OUTDOOR MECHANICAL EQUIPMENT, SUCH AS HEATING, AIR CONDITIONING, AND VENTILATION SYSTEMS, MUST BE PLACED ON THE ROOF, IN THE REAR OR TO THE SIDE OF THE BUILDING, OR OTHERWISE VISUALLY SCREENED.
7. THE OWNER OR OWNERS' REPRESENTATIVE SHALL INSTALL CONSTRUCTION SITE SCREENING, IN ACCORDANCE WITH THE REGULATIONS STATED IN CODE OF ORDINANCES, CHAPTER 6, BUILDINGS AND BUILDING REGULATIONS, ARTICLE III, CONSTRUCTION SITE SCREENING, ALONG ALL PROPERTY LINES.
8. ALL PERMANENT STRIPING LOCATED WITHIN RIGHTS-OF-WAY, BOTH PUBLIC AND PRIVATE, SHALL BE THERMOPLASTIC IN ACCORDANCE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) SPECIFICATIONS.
9. ALL SIDEWALKS FRONTING COMMON AREAS AND CROSSWALKS SHALL BE PLACED BY THE DEVELOPER AT TIME OF ROAD AND UTILITY CONSTRUCTION.
10. CONTRACTOR SHALL PROVIDE ROADWAY TESTING RESULTS IN ACCORDANCE WITH CITY OF DESTIN LDC 8.03.04: TEST FOR PAVEMENT THICKNESS SHALL BE PERFORMED AT THE FOLLOWING INTERVALS, AND TAKEN AT RANDOM POINTS ON THE CROSS SECTIONS.
    - 10.1. IF THE TOTAL LENGTH OF THE ROAD IS:1.LESS THAN 500 FEET, INCLUDING ALL CULS-DE-SAC, A MINIMUM OF THREE TESTS SHALL BE TAKEN.
    - 10.2. ABOVE 500 FEET, TESTS SHALL BE TAKEN EVERY 200 FEET.

    CORES SHALL BE TAKEN FOR THICKNESS DETERMINATION. IF A CORE IS FOUND TO BE OF INSUFFICIENT THICKNESS, A SECOND CORE WILL BE TAKEN WITHIN A THREE-FOOT RADIUS OF THE FIRST CORE. THE GREATER THICKNESS OF THE TWO CORES SHALL BE USED FOR THICKNESS AVERAGING OR FOR DEFICIENCY DETERMINATION. IF THE SECOND CORE IS FOUND TO BE DEFICIENT, THE PAVEMENT SHALL BE REMOVED FOR THE ENTIRE WIDTH OF THE ROADWAY AND FOR A LENGTH OF 50 FEET ON EACH SIDE OF THE CORE. THE BASE SHALL BE RECOMPACTED AND THE ASPHALT REPLACED TO THE SPECIFIED THICKNESS USING A MECHANICAL SPREADER TO INSURE UNIFORMITY OF PAVEMENT SURFACE. IF 25 PERCENT OR MORE OF THE CORES TAKEN ARE BELOW TEN PERCENT THICKNESS, THE COMPLETE LENGTH OF THE ROADWAY SHALL BE OVERLAID WITH A MINIMUM OF ONE INCH OF TYPE II ASPHALTIC CONCRETE AT THE CONTRACTOR'S EXPENSE OVER A PREPARED ASPHALT SURFACE. THE PREPARED ASPHALT MUST BE FREE FROM ALL SAND, OR LOOSE MATERIAL, AND A TACK COAT SHALL BE APPLIED.



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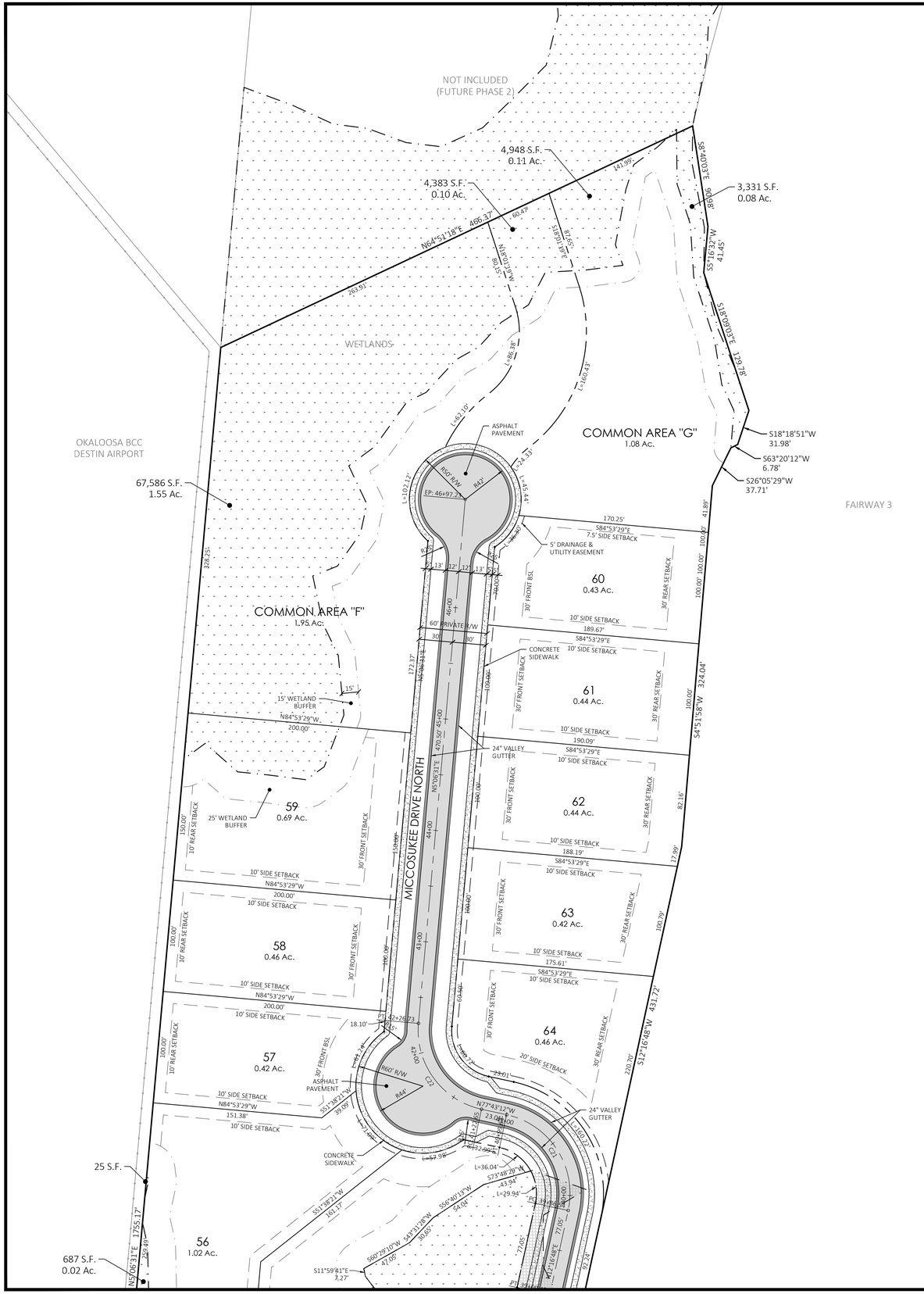
REVISIONS:	DATE:
1 SITE DATA TABLE PER CITY COMMENTS	9/29/20
2 PER CITY COMMENTS	1/25/21
3 PER RWFWMD AND CITY OF DESTIN COMMENTS	2/17/21
4	
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INDIAN BAYOU WEST

OVERALL SITE PLAN

DATE: 8/27/20
SCALE: 1"=120'
SHEET
2.0
TOTAL SHEETS 47



0 50 100

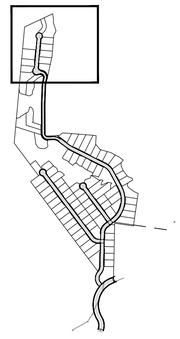
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Boundary Curve Table					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	125.59'	156.00'	46°07'31"	122.22'	N8°07'26"W
C2	536.08'	440.00'	69°48'26"	503.53'	N3°43'02"E
C3	241.08'	155.00'	89°06'52"	217.50'	N2°58'39"W
C4	2.57'	120.00'	1°13'32"	2.57'	N40°58'01"E
C6	605.92'	352.00'	98°37'34"	533.83'	S18°07'35"W
C7	196.43'	244.00'	46°07'31"	191.17'	S8°07'26"E
C8	88.12'	1882.87'	2°40'53"	88.11'	S77°55'40"E

Centerline Curve Table					
CURVE	RADIUS	LENGTH	DELTA	CHORD	CHORD BEARING
C11	125.00'	194.42'	89°06'52"	175.41'	N2°58'39"W
C12	150.00'	105.83'	40°25'29"	103.65'	N21°22'02"E
C13	150.00'	136.08'	51°58'40"	131.46'	N27°08'38"E
C14	391.77'	556.92'	81°26'52"	511.20'	N12°24'31"E
C15	250.00'	152.71'	34°59'57"	150.35'	N45°48'53"W
C16	500.00'	89.57'	10°15'51"	89.45'	N58°10'57"W
C17	150.00'	105.61'	40°20'23"	103.44'	N73°13'13"W
C18	72.00'	117.09'	93°10'31"	104.61'	N46°48'09"W
C19	500.00'	19.92'	2°16'57"	19.92'	N0°55'35"E
C20	200.00'	35.65'	10°12'44"	35.60'	N7°10'26"E
C21	72.00'	113.10'	90°00'00"	101.82'	N32°43'12"W
C22	72.00'	104.09'	82°49'44"	95.26'	N36°18'20"W
C23	130.00'	117.93'	51°58'40"	113.93'	N62°51'22"W
C9	200.00'	161.01'	46°07'31"	156.69'	N8°07'26"W
C10	396.00'	312.93'	45°16'38"	304.85'	N8°32'53"W

KEY MAP



LEGEND

	PROPERTY LINE
	RIGHT-OF-WAY LINE
	CENTERLINE OF ROADWAY
	BUILDING SETBACK LINE
	WETLAND BUFFER LINE
	ASPHALT PAVEMENT
	CONCRETE PAVEMENT / SIDEWALK
	WETLANDS
	WETLAND IMPACT

NOT FOR CONSTRUCTION

Licensed Professional: ROSS S. BINKLEY
FOR THE FIRM
LICENSED
STATE OF FLORIDA
No. 56762
PROFESSIONAL ENGINEER
Ross S. Binkley, P.E. No. 56762

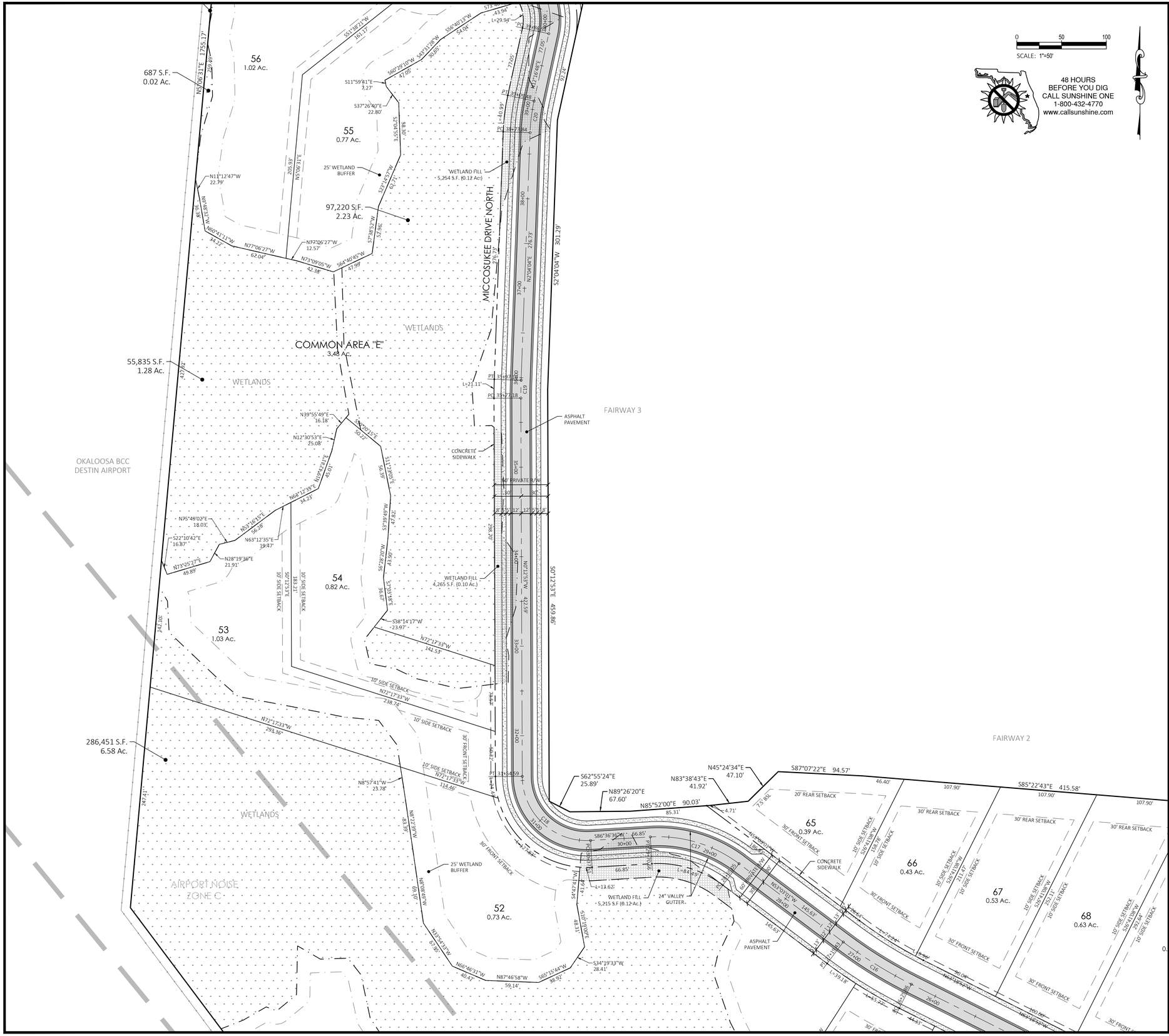
REVISIONS:	DATE:
1 PER CITY COMMENTS	1/25/21
2 PER NWFWMD AND CITY OF DESTIN COMMENTS	2/17/21
3 PER NWFWMD AND CITY OF DESTIN COMMENTS	2/17/21
4	
5	
6	
7	

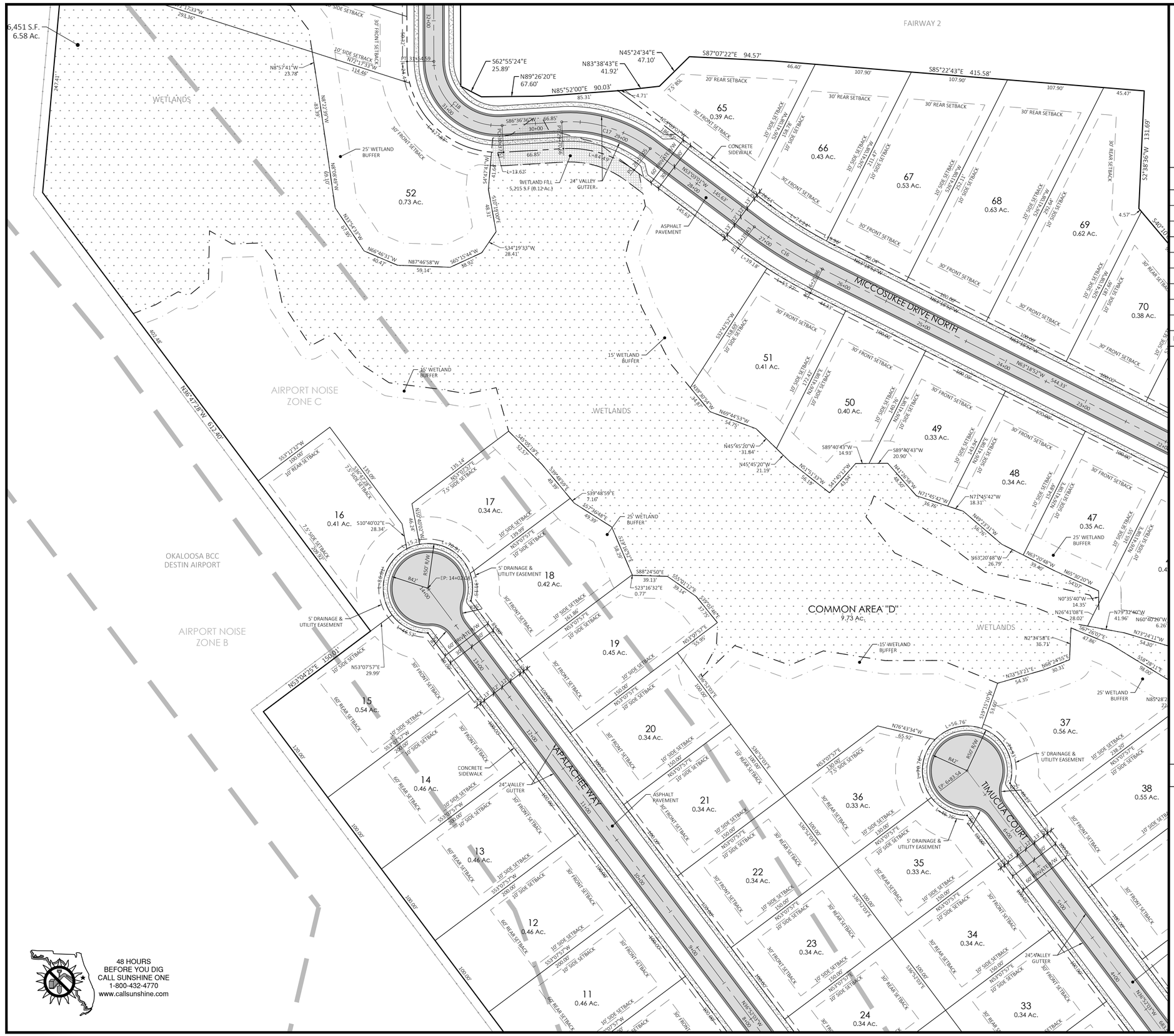
BINKLEY ENGINEERING
Certificate of Authorization No. 32308
434 Benning Drive, Destin, FL 32541
Phone: (850) 974-5421
rsbinkley@gmail.com

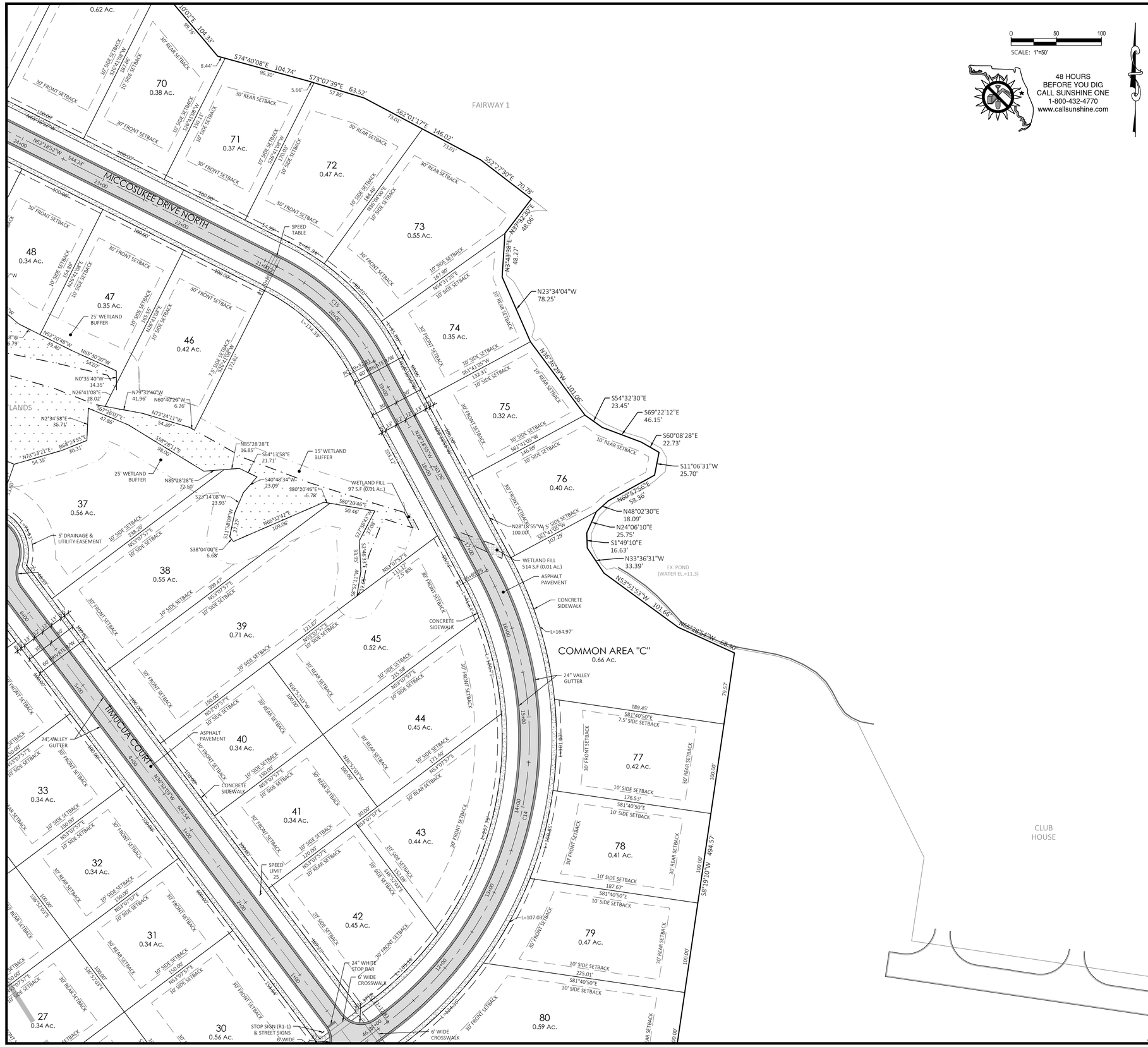
INDIAN BAYOU WEST

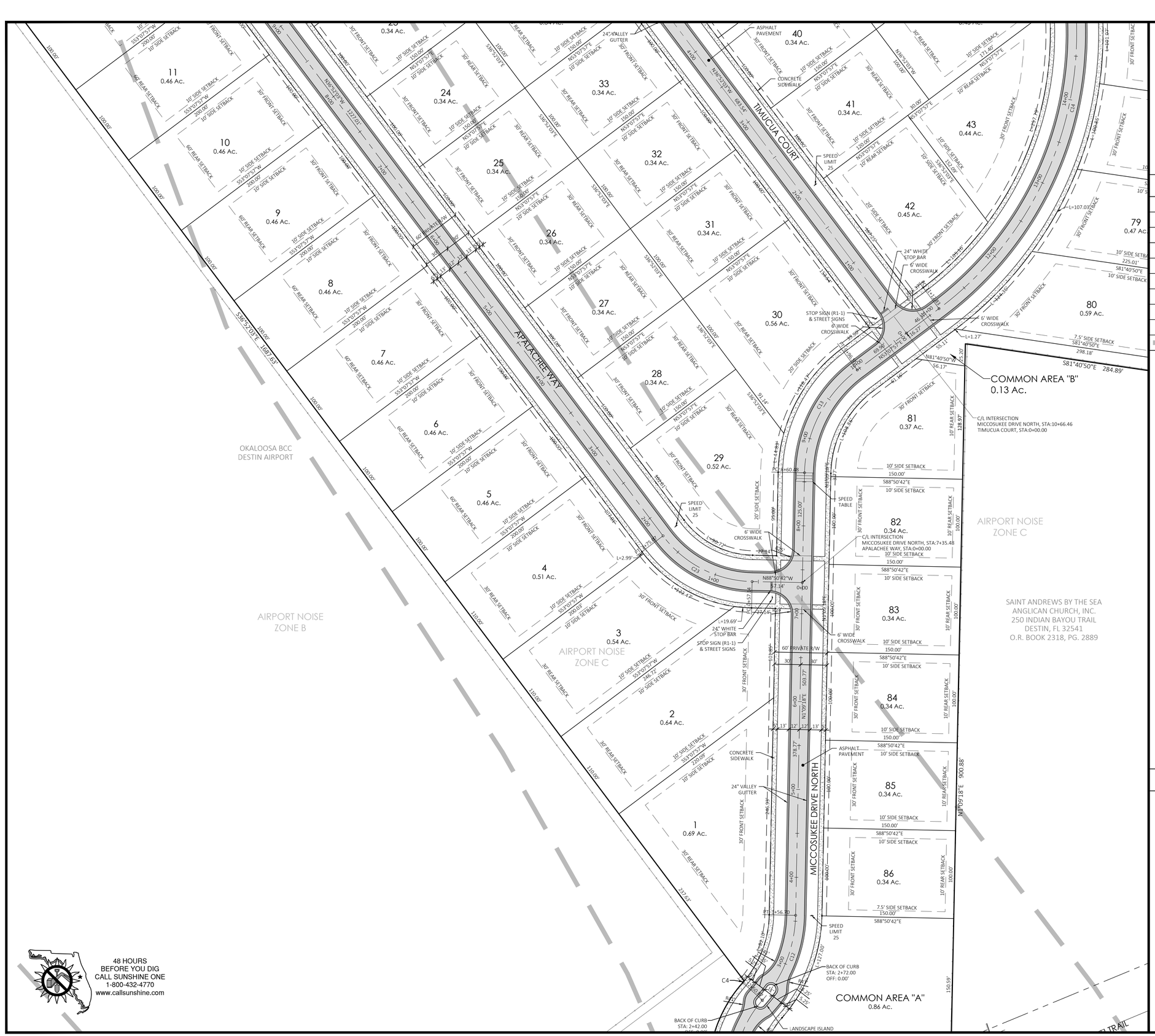
SITE PLAN (1 OF 7)

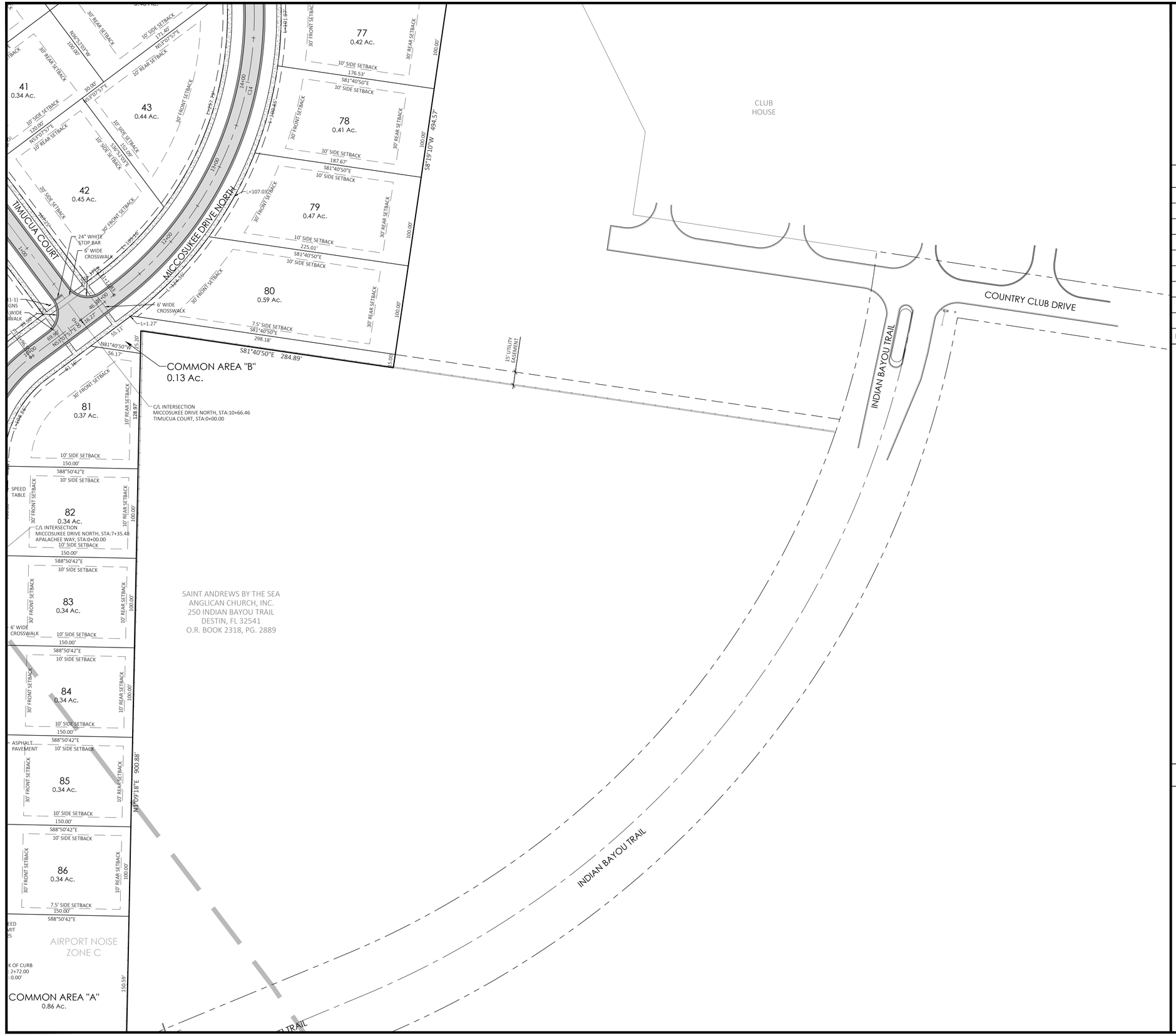
DATE: 8/27/20
SCALE: 1"=50'
SHEET
2.1
TOTAL SHEETS 47


56
1.02 Ac.
687 S.F.
0.02 Ac.
55
0.77 Ac.
97,220 S.F.
2.23 Ac.
54
0.82 Ac.
53
1.03 Ac.
52
0.73 Ac.
55,835 S.F.
1.28 Ac.
286,451 S.F.
6.58 Ac.
COMMON AREA "E"
3.48 Ac.
WETLANDS
MICCOSUKEE DRIVE NORTH
FAIRWAY 3
FAIRWAY 2
ASPHALT PAVEMENT
CONCRETE SIDEWALK
24' PRIVATE R/W
WETLAND FILL
5,254 S.F. (0.12 Ac)
WETLAND FILL
4,265 S.F. (0.10 Ac.)
WETLAND FILL
5,215 S.F. (0.12 Ac.)
25' WETLAND BUFFER
24" VALLEY GUTTER
OKALOOSA BCC
DESTIN AIRPORT
AIRPORT NOISE ZONE C
65
0.39 Ac.
66
0.43 Ac.
67
0.53 Ac.
68
0.63 Ac.
20' REAR SETBACK
30' REAR SETBACK
30' FRONT SETBACK
10' SIDE SETBACK
7.5' BSL
46.40'
107.90'
107.90'
107.90'
S87°07'22"E 94.57'
S85°22'43"E 415.58'
N45°24'34"E 47.10'
N83°38'43"E 41.92'
N89°26'20"E 67.60'
N85°52'00"E 90.03'
85.31'
S62°55'24"E 25.89'
S0°1'25.3"E 459.86'
S2°04'04"W 301.29'
S86°36'35"W 66.85'
N53°03'01"W 145.63'
S34°19'33"W 28.41'
N87°46'58"W 59.14'
N65°15'44"W 38.92'
N66°46'31"W 40.47'
N23°54'37"W 67.32'
N8°22'37"W 83.35'
N8°57'41"W 23.78'
N72°17'33"W 114.49'
N72°17'33"W 293.36'
N72°17'33"W 238.74'
S54°47'47"W 41.64'
S16°30'10"E 16.34'
S73°25'27"E 49.89'
S22°10'42"E 16.87'
N75°49'02"E 18.03'
N28°19'36"E 21.91'
N63°12'35"E 19.47'
N53°18'15"E 36.38'
N68°12'35"E 34.25'
N10°47'22"E 45.01'
N39°55'49"E 16.18'
N12°30'53"E 25.08'
S74°03'15"E 58.22'
S11°59'41"E 7.27'
S37°26'40"E 22.80'
S60°39'10"W 47.05'
S49°31'29"W 30.65'
S56°40'11"W 54.04'
S51°38'21"W 161.17'
N5°06'31"E 1735.17'
N5°06'31"E 205.69'
N11°12'47"W 22.79'
N9°48'37"W 96.38'
N60°41'11"W 34.22'
N77°06'27"W 62.04'
N72°06'27"W 12.57'
N73°09'05"W 42.38'
S64°40'45"W 47.99'
S23°45'57"W 62.71'
S7°38'57"W 52.96'
S38°14'17"W 23.97'
S70°03'18"E 39.67'
S78°28'20"W 43.90'
S13°48'45"W 27.22'
S10°43'56"W 56.39'
S0°15'51"E 151.40'
S0°15'51"E 182.71'
10' SIDE SETBACK
10' SIDE SETBACK
142.10'
247.41'
205.69'
L=40.99'
PC 35+77.84
PT 36+18.83
R=1,882.87'
Δ=1°15'00"
L=43.94'
L=29.94'
L=21.11'
PC 35+97.18
PT 36+18.29
R=1,882.87'
Δ=0°38'30"
L=13.62'
L=84.49'
L=39.18'
L=41.27'
L=41.27'
L=41.27


FAIRWAY 2
WETLANDS
AIRPORT NOISE ZONE C
OKALOOSA BCC
DESTIN AIRPORT
AIRPORT NOISE ZONE B
COMMON AREA "D"
9.73 Ac.
MICCOSUKEE DRIVE NORTH
KAPALACHEE WAY
TIMUCUA COURT
CONCRETE SIDEWALK
ASPHALT PAVEMENT
24" VALLEY GUTTER
WETLAND FILL
5,215 S.F (0.12 Ac.)
25' WETLAND BUFFER
15' WETLAND BUFFER
5' DRAINAGE & UTILITY EASEMENT
6,451 S.F.
6.58 Ac.
52
0.73 Ac.
65
0.39 Ac.
66
0.43 Ac.
67
0.53 Ac.
68
0.63 Ac.
69
0.62 Ac.
70
0.38 Ac.
51
0.41 Ac.
50
0.40 Ac.
49
0.33 Ac.
48
0.34 Ac.
47
0.35 Ac.
16
0.41 Ac.
17
0.34 Ac.
18
0.42 Ac.
19
0.45 Ac.
20
0.34 Ac.
21
0.34 Ac.
22
0.34 Ac.
23
0.34 Ac.
24
0.34 Ac.
15
0.54 Ac.
14
0.46 Ac.
13
0.46 Ac.
12
0.46 Ac.
11
0.46 Ac.
36
0.33 Ac.
35
0.33 Ac.
34
0.34 Ac.
33
0.34 Ac.
37
0.56 Ac.
38
0.55 Ac.
S87°07'22"E 94.57'
S85°22'43"E 415.58'
S52°38'36"W 131.69'
S40°10'
N45°24'34"E 47.10'
S62°55'24"E 25.89'
N89°26'20"E 67.60'
N83°38'43"E 41.92'
N85°52'00"E 90.03'
S86°36'36"W 66.85'
N36°47'28"W 612.40'
N53°04'25"E 150.01'
S53°12'29"W 100.66'
N8°57'41"W 23.78'
N72°17'33"W 114.46'
N72°17'33"W 291.36'
S10°40'02"E 28.34'
N53°07'57"E 29.99'
S39°48'59"E 7.16'
S23°16'32"E 0.77'
S88°24'50"E 39.13'
N63°20'48"W 26.79'
N71°45'42"W 18.31'
S89°40'43"W 14.93'
S89°40'43"W 20.90'
N45°45'20"W 31.84'
N45°45'20"W 21.19'
N69°44'53"W 54.79'
N69°40'54"W 34.87'
N0°35'40"W 14.35'
N79°32'40"W 41.96'
N60°40'39"W 6.26'
N73°24'11"W 54.30'
N85°28'2
S34°19'33"W 28.41'
N87°46'58"W 59.14'
N66°46'31"W 40.47'
N31°54'43"W 97.48'
S65°15'44"W 38.92'
S10°19'09"W 48.31'
S54°47'41"W 41.64'
N36°08'58"W 69.10'
N8°57'41"W 23.78'
N72°17'33"W 291.36'
247.41'
40.48'
L=13.62'
L=39.18'
L=62.29'
L=56.76'
R=50' R/W
R=43'
EP: 14+02.18
EP: 8+63.54
PRIVATE R/W
PC: 31+54.59
PT: 33+80.59
PC: 0+00.00
PT: 1+94.41
PC: 0+00.00
PT: 0+64.05
PC: 0+00.00
PT: 0+64.05
PC: 0+00.00
PT: 0+64.05


0.62 Ac.
70
0.38 Ac.
71
0.37 Ac.
72
0.47 Ac.
73
0.55 Ac.
74
0.35 Ac.
75
0.32 Ac.
76
0.40 Ac.
48
0.34 Ac.
47
0.35 Ac.
46
0.42 Ac.
37
0.56 Ac.
38
0.55 Ac.
39
0.71 Ac.
45
0.52 Ac.
44
0.45 Ac.
40
0.34 Ac.
41
0.34 Ac.
43
0.44 Ac.
42
0.45 Ac.
33
0.34 Ac.
32
0.34 Ac.
31
0.34 Ac.
27
0.34 Ac.
30
0.56 Ac.
77
0.42 Ac.
78
0.41 Ac.
79
0.47 Ac.
80
0.59 Ac.
COMMON AREA "C"
0.66 Ac.
MICCOSUKEE DRIVE NORTH
TIMUCUA COURT
FAIRWAY 1
CLUB HOUSE
EX. POND (WATER EL.=11.3)
SPEED TABLE
SPEED LIMIT 25
25' WETLAND BUFFER
15' WETLAND BUFFER
WETLAND FILL 97 S.F (0.01 Ac.)
WETLAND FILL 514 S.F (0.01 Ac.)
5' DRAINAGE & UTILITY EASEMENT
ASPHALT PAVEMENT
CONCRETE SIDEWALK
24" VALLEY GUTTER
24" WHITE STOP BAR
6' WIDE CROSSWALK
STOP SIGN (R1-1) & STREET SIGNS
S74°40'08"E 104.74'
S73°07'39"E 63.52'
S62°01'17"E 146.02'
S53°22'30"E 70.78'
N63°18'57"W 544.33'
N23°34'04"W 78.25'
N38°36'29"W 101.06'
S54°32'30"E 23.45'
S69°22'12"E 46.15'
S60°08'28"E 22.73'
S11°06'31"W 25.70'
N60°05'56"E 58.36'
N48°02'30"E 18.09'
N24°06'10"E 25.75'
S1°49'10"E 16.63'
N33°36'31"W 33.39'
N53°51'53"W 101.66'
N53°38'54"W 68.30'
S8°19'10"W 494.57'
N63°18'57"W 544.33'
N63°20'48"W 39.40'
N65°30'20"W 54.07'
N0°35'40"W 14.35'
N26°41'08"E 28.02'
N79°32'40"W 41.96'
N60°40'20"W 6.26'
N73°24'11"W 54.30'
N2°34'58"E 35.71'
N68°14'55"E 30.31'
N73°53'21"E 54.35'
S67°26'07"E 47.86'
S56°28'11"E 36.00'
N85°28'28"E 16.85'
S64°13'58"E 21.71'
N85°28'28"E 22.50'
S40°48'34"W 23.09'
S80°20'46"E 6.78'
S80°20'46"E 30.46'
S23°14'08"W 23.93'
S11°58'09"W 27.27'
N66°32'41"E 109.06'
S38°04'00"E 6.68'
S27°38'51"W 37.08'
S8°57'21"W 58.56'
N53°07'57"E 111.37'
7.5' RSL
N28°18'55"W 100.00'
S1°58'39"W 100.00'
N53°07'57"E 309.49'
N53°07'57"E 121.87'
N53°07'57"E 215.58'
N8°52'03"W 100.00'
N53°07'57"E 171.40'
S38°52'03"E 120.00'
S38°52'03"E 110.00'
S38°52'03"E 100.00'
S38°52'03"E 100.00'
S81°40'50"E 189.45'
S81°40'50"E 176.53'
S81°40'50"E 187.67'
S81°40'50"E 225.01'
S81°40'50"E 146.89'
S67°41'05"W 132.31'
S67°41'05"W 107.29'
N67°41'05"E 167.40'
N64°41'05"E 167.40'
N64°41'05"E 154.89'
N26°41'08"E 154.89'
N26°41'08"E 165.55'
S26°41'08"W 172.62'
S26°41'08"W 184.06'
N26°41'08"E 184.06'
S26°41'08"W 171.03'
S26°41'08"W 182.11'
N26°41'08"E 182.11'
S26°41'08"W 238.00'
N63°07'57"E 309.49'
N63°07'57"E 238.00'
N53°07'57"E 150.00'
N53°07'57"E 150.00'
N53°07'57"E 150


TIMUCUA COURT
APALACHEE WAY
MICCOSUKEE DRIVE NORTH
OKALOOSA BCC
DESTIN AIRPORT
AIRPORT NOISE ZONE B
AIRPORT NOISE ZONE C
AIRPORT NOISE ZONE C
SAINT ANDREWS BY THE SEA
ANGLICAN CHURCH, INC.
250 INDIAN BAYOU TRAIL
DESTIN, FL 32541
O.R. BOOK 2318, PG. 2889
COMMON AREA "A"
0.86 Ac.
COMMON AREA "B"
0.13 Ac.
1 0.69 Ac.
2 0.64 Ac.
3 0.54 Ac.
4 0.51 Ac.
5 0.46 Ac.
6 0.46 Ac.
7 0.46 Ac.
8 0.46 Ac.
9 0.46 Ac.
10 0.46 Ac.
11 0.46 Ac.
24 0.34 Ac.
25 0.34 Ac.
26 0.34 Ac.
27 0.34 Ac.
28 0.34 Ac.
29 0.52 Ac.
30 0.56 Ac.
31 0.34 Ac.
32 0.34 Ac.
33 0.34 Ac.
40 0.34 Ac.
41 0.34 Ac.
42 0.45 Ac.
43 0.44 Ac.
79 0.47 Ac.
80 0.59 Ac.
81 0.37 Ac.
82 0.34 Ac.
83 0.34 Ac.
84 0.34 Ac.
85 0.34 Ac.
86 0.34 Ac.
SPEED LIMIT 25
STOP SIGN (R1-1) & STREET SIGNS
24" WHITE STOP BAR
6' WIDE CROSSWALK
24" VALLEY GUTTER
CONCRETE SIDEWALK
ASPHALT PAVEMENT
60' PRIVATE R/W
C/L INTERSECTION MICCOSUKEE DRIVE NORTH, STA:10+66.46 TIMUCUA COURT, STA:0+00.00
C/L INTERSECTION MICCOSUKEE DRIVE NORTH, STA:7+35.48 APALACHEE WAY, STA:0+00.00
BACK OF CURB STA: 2+72.00 OFF: 0.00'
BACK OF CURB STA: 2+42.00
LANDSCAPE ISLAND
SPEED TABLE
S35°57'03"E 1680.63'
N35°57'03"W 1227.01'
N35°57'03"W 1680.63'
S35°57'03"E 900.88'
S81°40'50"E 284.89'
N81°40'50"W 298.18'
N88°50'42"W 571.14'
S88°50'42"E 571.14'
N01°09'18"E 900.88'
S01°09'18"W 900.88'
N53°07'57"E 150.00'
S53°07'57"W 200.00'
S53°07'57"W 220.08'
S53°07'57"W 346.72'
N53°07'57"E 69.96'
S81°40'50"E 225.01'
N81°40'50"W 56.17'
L=2.99'
L=19.69'
L=107.03'
L=1.27'
L=141.03'
L=22.42'
L=56.70'
L=127.00'
R=60.88'
R=16.27'
R=22.42'
R=56.70'
R=127.00'
100.00'
110.00'
227.63'
150.00'
91.14'
46.94'
55.11'
69.96'
55.00'
16.27'
22.42'
56.70'
127.00'
60.88'
95.10'
95.10'
24.42'
24.42'
24.42



0 50 100

SCALE: 1"=50'

48 HOURS
BEFORE YOU DIG
CALL SUNSHINE ONE
1-800-432-4770
www.callsunshine.com

LEGEND

	PROPERTY LINE
	RIGHT-OF-WAY LINE
	CENTERLINE OF ROADWAY
	BUILDING SETBACK LINE
	WETLAND BUFFER LINE
	ASPHALT PAVEMENT
	CONCRETE PAVEMENT / SIDEWALK
	WETLANDS
	WETLAND IMPACT
	AIRPORT NOISE ZONE

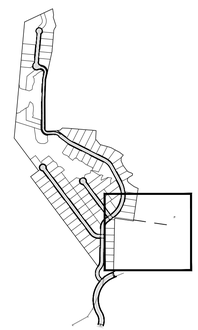
Boundary Curve Table

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	125.59'	156.00'	46°07'31"	122.22'	N8°07'26"W
C2	536.08'	440.00'	69°48'26"	503.53'	N3°43'02"E
C3	241.08'	155.00'	89°06'52"	217.50'	N2°58'39"W
C4	2.57'	120.00'	1°13'32"	2.57'	N40°58'01"E
C6	605.92'	352.00'	98°37'34"	533.83'	S18°07'35"W
C7	196.43'	244.00'	46°07'31"	191.17'	S8°07'26"E
C8	88.12'	1882.87'	2°40'53"	88.11'	S77°55'40"E

Centerline Curve Table

CURVE	RADIUS	LENGTH	DELTA	CHORD	CHORD BEARING
C11	125.00'	194.42'	89°06'52"	175.41'	N2°58'39"W
C12	150.00'	105.83'	40°25'29"	103.65'	N21°22'02"E
C13	150.00'	136.08'	51°58'40"	131.46'	N27°08'38"E
C14	391.77'	556.92'	81°26'52"	511.20'	N12°24'31"E
C15	250.00'	152.71'	34°59'57"	150.35'	N45°48'53"W
C16	500.00'	89.57'	10°15'51"	89.45'	N58°10'57"W
C17	150.00'	105.61'	40°20'23"	103.44'	N73°13'13"W
C18	72.00'	117.09'	93°10'31"	104.61'	N46°48'09"W
C19	500.00'	19.92'	2°16'57"	19.92'	N0°55'35"E
C20	200.00'	35.65'	10°12'44"	35.60'	N7°10'26"E
C21	72.00'	113.10'	90°00'00"	101.82'	N32°43'12"W
C22	72.00'	104.09'	82°49'44"	95.26'	N36°18'20"W
C23	130.00'	117.93'	51°58'40"	113.93'	N62°51'22"W
C9	200.00'	161.01'	46°07'31"	156.69'	N8°07'26"W
C10	396.00'	312.93'	45°16'38"	304.85'	N8°32'53"W

KEY MAP



NOT FOR CONSTRUCTION

Licensed Professional: ROSS S. BINKLEY
STATE OF FLORIDA
No. 56762
PROFESSIONAL ENGINEER
Ross S. Binkley, P.E. No. 56762

DATE: 1/25/21, 2/17/21

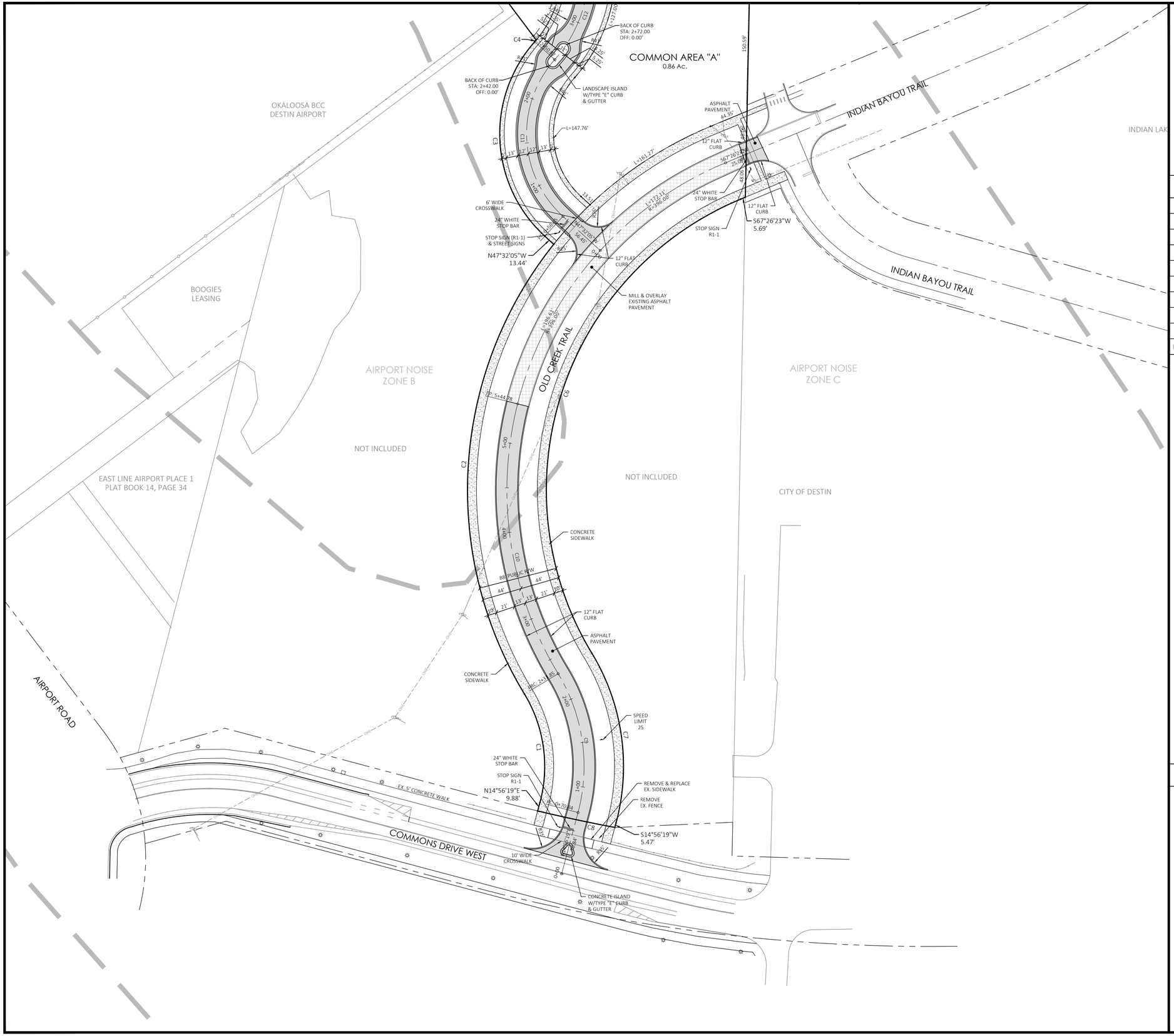
REVISIONS:
1. PER CITY COMMENTS
2. PER NWFWMD AND CITY OF DESTIN COMMENTS

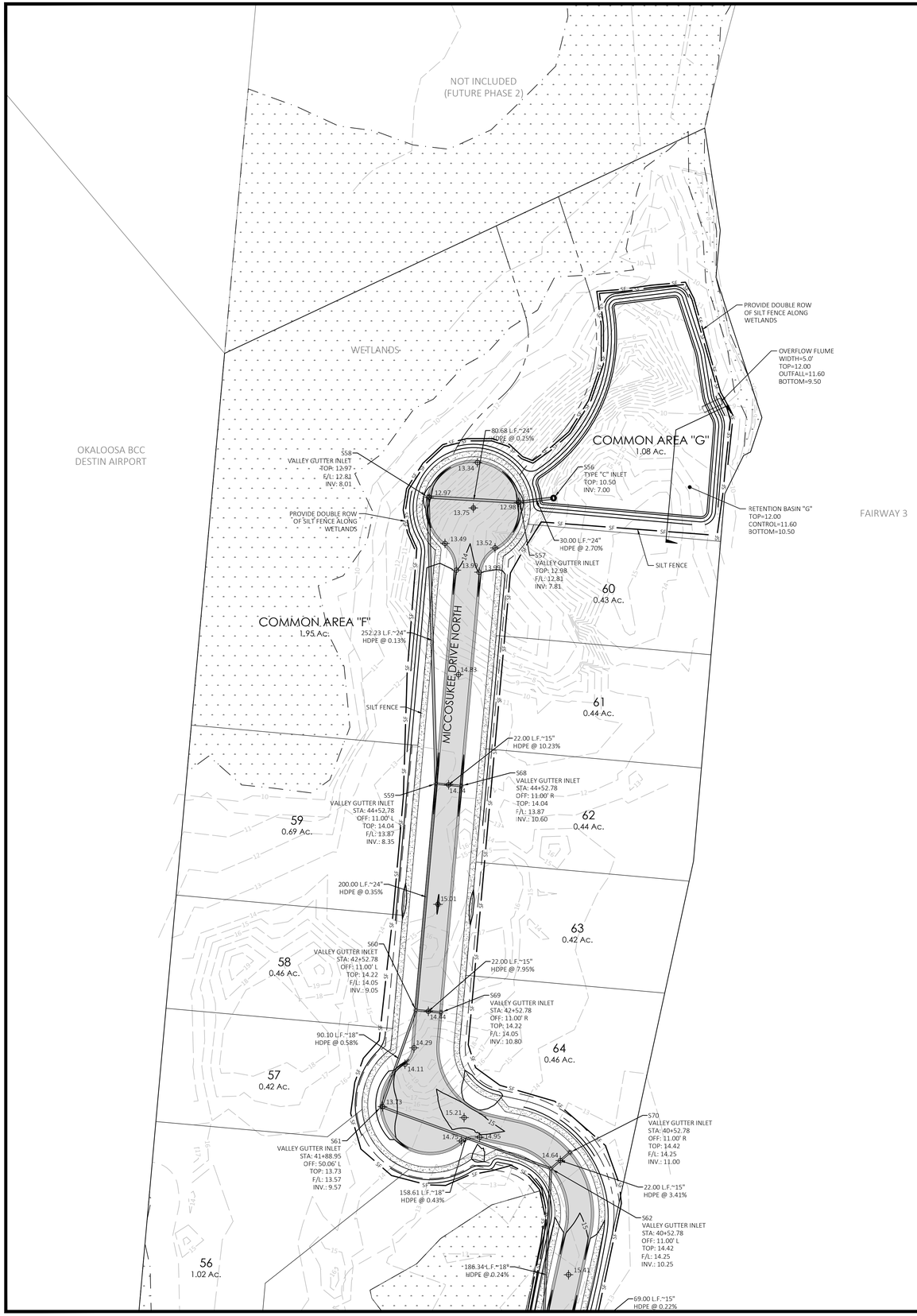
BINKLEY ENGINEERING
Certificate of Authorization No. 32308
434 Benning Drive, Destin, FL 32541
Phone: (850) 974-5421
rsbinkley@gmail.com

INDIAN BAYOU WEST

SITE PLAN (6 OF 7)

DATE: 8/27/20
SCALE: 1"=50'
SHEET
2.6
TOTAL SHEETS 47


COMMON AREA "A"
0.86 Ac.
OKALOOSA BCC
DESTIN AIRPORT
BOOGIES
LEASING
AIRPORT NOISE
ZONE B
AIRPORT NOISE
ZONE C
NOT INCLUDED
NOT INCLUDED
CITY OF DESTIN
INDIAN LAK
EAST LINE AIRPORT PLACE 1
PLAT BOOK 14, PAGE 34
AIRPORT ROAD
INDIAN BAYOU TRAIL
INDIAN BAYOU TRAIL
OLD CREEK TRAIL
COMMONS DRIVE WEST
BACK OF CURB
STA: 2+72.00
OFF: 0.00'
BACK OF CURB
STA: 2+42.00
OFF: 0.00'
LANDSCAPE ISLAND
W/TYPE "E" CURB
& GUTTER
L=147.76'
L=161.27'
L=172.11'
R=496.00'
L=186.61'
R=396.00'
ASPHALT
PAVEMENT
12" FLAT
CURB
24" WHITE
STOP BAR
S67°26'23"W
25.08'
S67°26'23"W
5.69'
48.00'
6' WIDE
CROSSWALK
24" WHITE
STOP BAR
STOP SIGN (R1-1)
& STREET SIGNS
N47°32'05"W
13.44'
STOP SIGN
R1-1
MILL & OVERLAY
EXISTING ASPHALT
PAVEMENT
CONCRETE
SIDEWALK
88' PUBLIC R/W
12" FLAT
CURB
ASPHALT
PAVEMENT
CONCRETE
SIDEWALK
SPEED
LIMIT
25
24" WHITE
STOP BAR
STOP SIGN
R1-1
N14°56'19"E
9.88'
EX. 5' CONCRETE WALK
REMOVE & REPLACE
EX. SIDEWALK
REMOVE
EX. FENCE
S14°56'19"W
5.47'
10' WIDE
CROSSWALK
CONCRETE ISLAND
W/TYPE "E" CURB
& GUTTER
C1
C2
C3
C4
C6
C8
C9
C10
C11
C12
C13
C14
C15
C16
C17
C18
C19
C20
C21
C22
C23
R=396.00'
R=496.00'
R=1882.87'
R=244.00'
R=352.00'
R=244.00'
R=156.00'
R=440.00'
R=155.00'
R=120



0 50 100

SCALE: 1"=50'

48 HOURS
BEFORE YOU DIG
CALL SUNSHINE ONE
1-800-432-4770
www.callsunshine.com

LEGEND

	EXISTING GRADE CONTOUR (AT 5' INTERVAL)
	EXISTING GRADE CONTOUR (AT 1' INTERVAL)
	FINISHED GRADE CONTOUR (AT 1' INTERVAL)
12.00	FINISHED GRADE SPOT ELEVATION
	SILT FENCE LOCATION
HDPE	HIGH DENSITY POLYETHYLENE PIPE

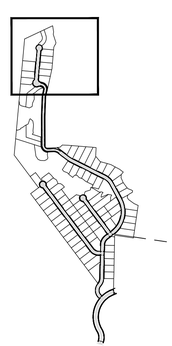
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LOT	MAX. IMPERVIOUS (S.F.)	1" VOLUME (c.f.)	LOT	MAX. IMPERVIOUS (S.F.)	1" VOLUME (c.f.)
1	7,750	2,488	44	5,000	1,638
2	5,000	2,336	45	5,000	1,877
3	5,000	1,970	46	7,500	1,245
4	5,000	1,833	47	7,500	1,077
5	5,500	1,667	48	7,500	1,029
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33	6,500	1,250	76	5,000	1,445
34	6,500	1,250	77	5,000	1,508
35	6,500	1,203	78	5,000	1,501
36	6,500	1,215	79	5,000	1,699
37	6,500	2,046	80	5,000	2,148
38	6,500	2,009	81	5,000	1,353
39	6,500	2,592	82	5,000	1,250
40	6,500	1,250	83	5,000	1,250
41	5,750	1,250	84	5,000	1,250
42	5,000	1,629	85	10,500	1,250
43	5,000	1,597	86	10,500	1,250

KEY MAP



NOT FOR CONSTRUCTION

LICENSED PROFESSIONAL ENGINEER
ROSS S. BINKLEY
STATE OF FLORIDA
No. 56762
Ross S. Binkley, P.E. No. 56762

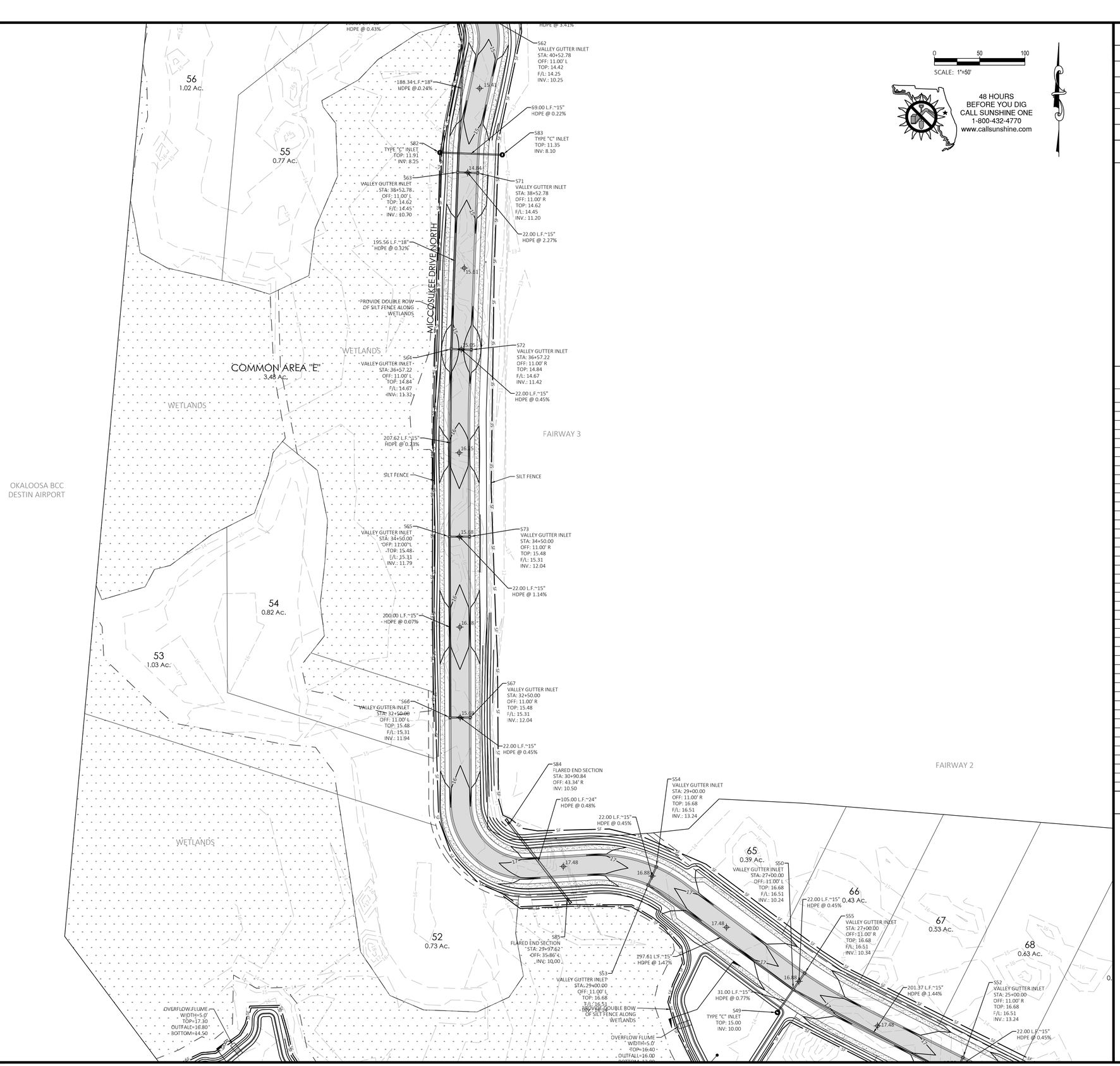
DATE:	
1/25/21	PER CITY AND NWFWMD COMMENTS
2/17/21	PER NWFWMD AND CITY OF DESTIN COMMENTS

BE BINKLEY ENGINEERING
Certificate of Authorization No. 32308
434 Benning Drive, Destin, FL 32541
Phone: (850) 974-5421
rsbinkley@gmail.com

INDIAN BAYOU WEST

GRADING & DRAINAGE PLAN (1 OF 7)

DATE: 8/27/20
SCALE: 1"=50'
SHEET
3.1
TOTAL SHEETS 47



LEGEND

	EXISTING GRADE CONTOUR (AT 5' INTERVAL)
	EXISTING GRADE CONTOUR (AT 1' INTERVAL)
	FINISHED GRADE CONTOUR (AT 1' INTERVAL)
12.00	FINISHED GRADE SPOT ELEVATION
	SILT FENCE LOCATION
HDPE	HIGH DENSITY POLYETHYLENE PIPE

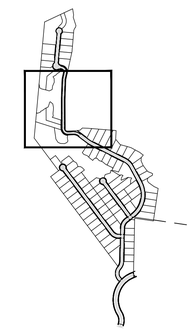
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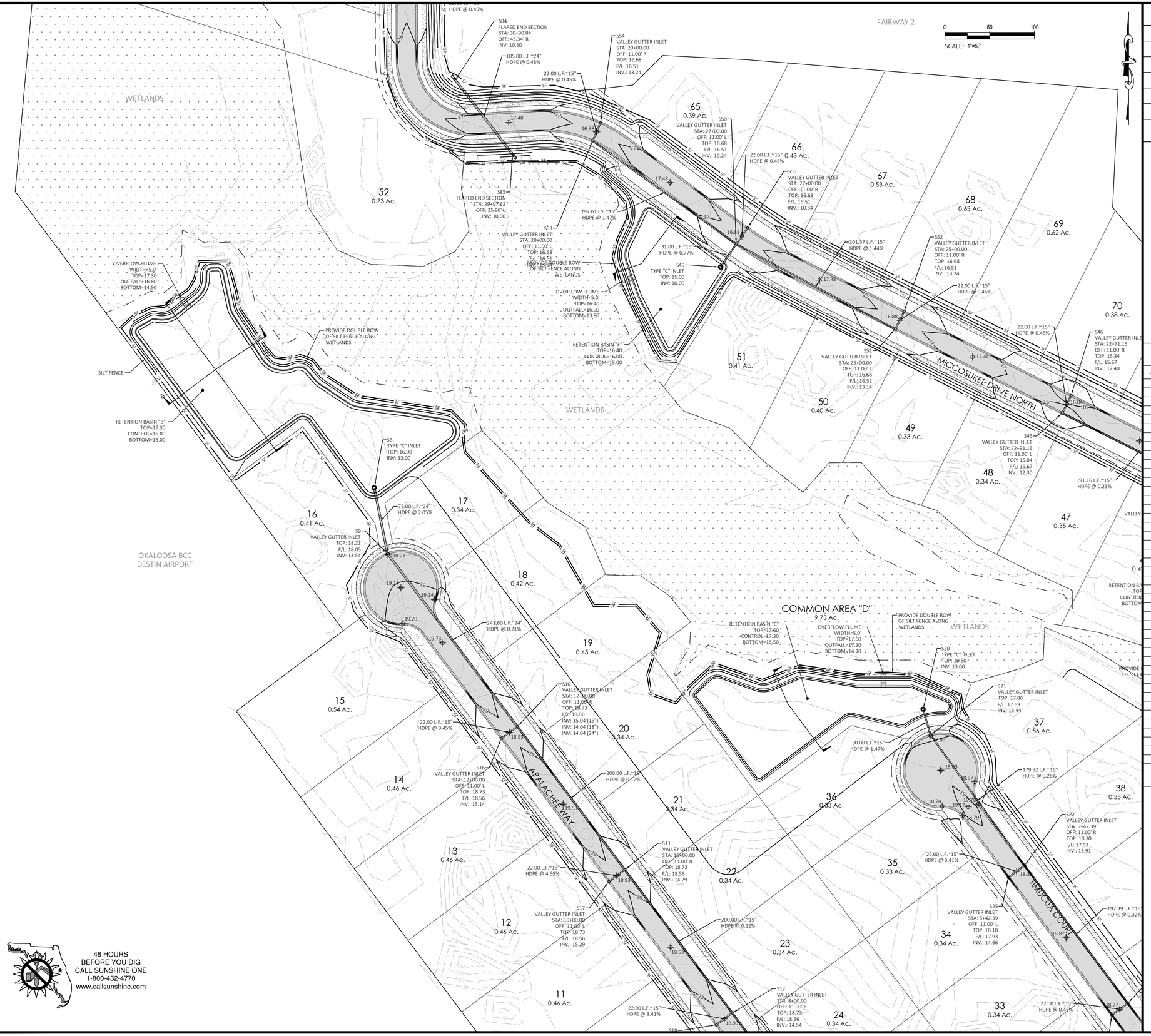
REVISIONS:	DATE:
PER CITY AND NWFWMD COMMENTS	1/25/21
PER NWFWMD AND CITY OF DESTIN COMMENTS	2/17/21

BE BINKLEY ENGINEERING
Certificate of Authorization No. 32308
434 Benning Drive, Destin, FL 32541
Phone: (850) 974-5421
rsbinkley@gmail.com

INDIAN BAYOU WEST

GRADING & DRAINAGE PLAN (2 OF 7)

DATE: 8/27/20
SCALE: 1"=50'
SHEET
3.2
TOTAL SHEETS 47



LEGEND

	EXISTING GRADE CONTOUR (AT 5' INTERVAL)
	EXISTING GRADE CONTOUR (AT 1' INTERVAL)
	FINISHED GRADE CONTOUR (AT 1' INTERVAL)
12.00	FINISHED GRADE SPOT ELEVATION
	SILT FENCE LOCATION
HDPE	HIGH DENSITY POLYETHYLENE PIPE

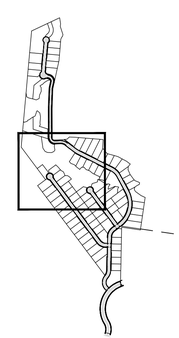
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www.callsunshine.com

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Ross S. Binkley, P.E. No. 56762

DATE: 1/25/21, 2/17/21

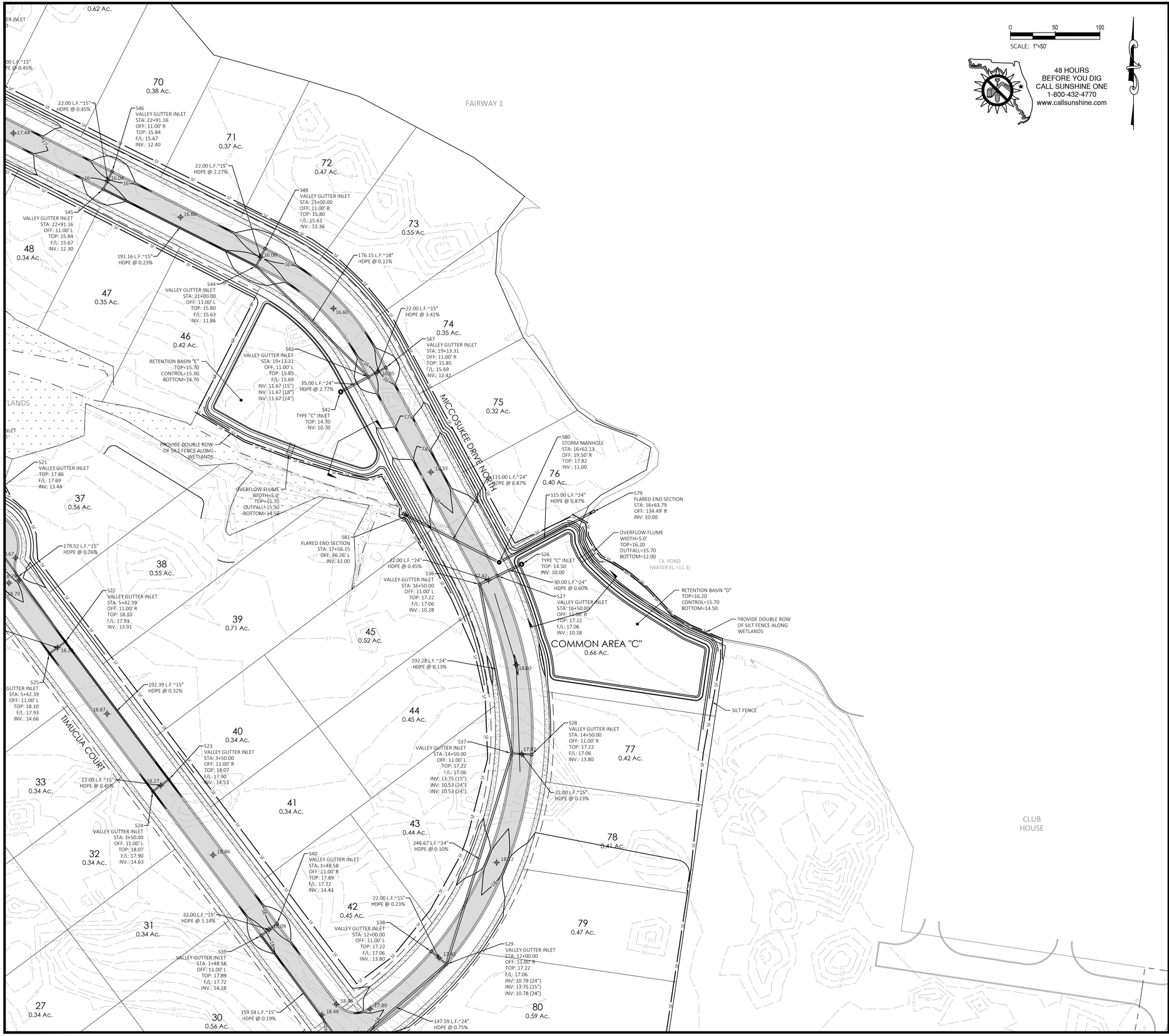
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INDIAN BAYOU WEST

GRADING & DRAINAGE PLAN (3 OF 7)

DATE: 8/27/20
SCALE: 1"=50'
SHEET
3.3
TOTAL SHEETS 47



0 50 100

SCALE: 1"=50'

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LEGEND

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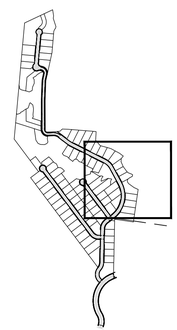
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32	6,500	1,250	75	7,500	1,163
33	6,500	1,250	76	5,000	1,445
34	6,500	1,250	77	5,000	1,508
35	6,500	1,203	78	5,000	1,501
36	6,500	1,215	79	5,000	1,699
37	6,500	2,046	80	5,000	2,148
38	6,500	2,009	81	5,000	1,353
39	6,500	2,592	82	5,000	1,250
40	6,500	1,250	83	5,000	1,250
41	5,750	1,250	84	5,000	1,250
42	5,000	1,629	85	10,500	1,250
43	5,000	1,597	86	10,500	1,250

KEY MAP



NOT FOR CONSTRUCTION

LICENSED PROFESSIONAL ENGINEER * STATE OF FLORIDA * No. 56762 * Ross S. BINKLEY

DATE:	
1/25/21	
2/17/21	

REVISIONS:
1. PER CITY AND NWFWMD COMMENTS
2. PER NWFWMD AND CITY OF DESTIN COMMENTS

BE BINKLEY ENGINEERING
Certificate of Authorization No. 32308
434 Benning Drive, Destin, FL 32541
Phone: (850) 974-5421
rsbinkley@gmail.com

INDIAN BAYOU WEST

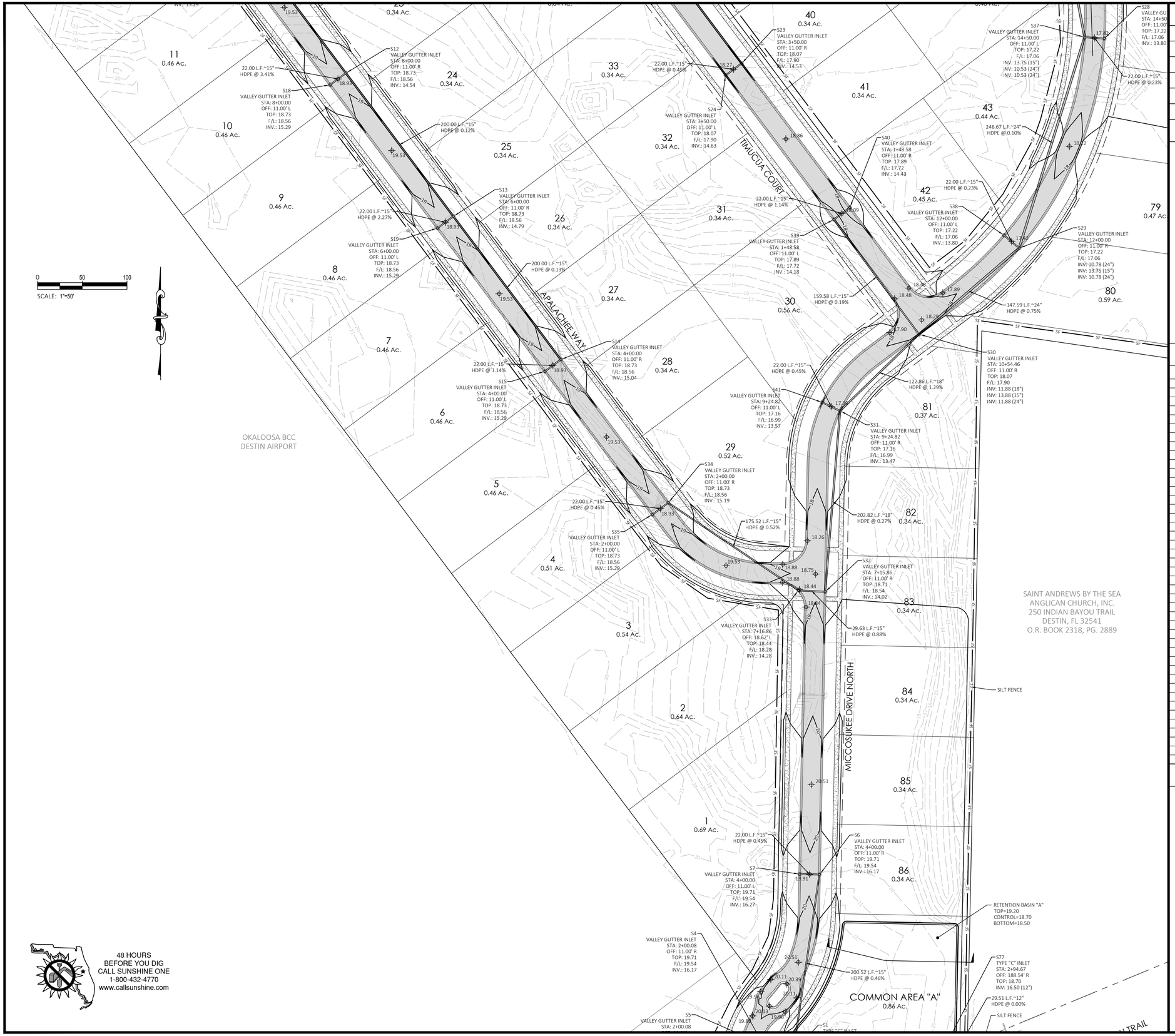
GRADING & DRAINAGE PLAN (4 OF 7)

DATE: 8/27/20

SCALE: 1"=50'

SHEET 3.4

TOTAL SHEETS 47



48 HOURS
BEFORE YOU DIG
CALL SUNSHINE ONE
1-800-432-4770
www.callsunshine.com

LEGEND

	EXISTING GRADE CONTOUR (AT 5' INTERVAL)
	EXISTING GRADE CONTOUR (AT 1' INTERVAL)
	FINISHED GRADE CONTOUR (AT 1' INTERVAL)
12.00	FINISHED GRADE SPOT ELEVATION
	SILT FENCE LOCATION
HDPE	HIGH DENSITY POLYETHYLENE PIPE

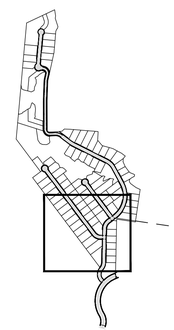
NOTES

1. CONTOUR INTERVAL = ONE FOOT.
2. PROPOSED CONTOURS AND SPOT ELEVATIONS REPRESENT FINISHED GRADE.
3. STORMWATER RUNOFF, SEDIMENT, AND EROSION SHALL BE CONTROLLED DURING ALL PHASES OF CONSTRUCTION.
4. MATCH EXISTING EDGE OF PAVEMENT GRADE WHEREVER NEW PAVEMENT EDGE MEETS THE EXISTING EDGE.
5. CONTRACTOR SHALL PROVIDE SOLID SODDING WITHIN ALL CLEARED AND GRUBBED AREAS WITH SIDE SLOPES OF 3:1 OR STEEPER.
6. CONTRACTOR SHALL PROVIDE A TEMPORARY COVER OF FILTER CLOTH FOR EACH INLET STRUCTURE TO PREVENT ENTRANCE OF SOIL. INLET STRUCTURES ARE TO REMAIN COVERED UNTIL AN ACCEPTABLE STAND OF GRASS IS ACHIEVED.
7. TOPOGRAPHIC INFORMATION HEREON BASED ON BOUNDARY & TOPOGRAPHIC SURVEY BY RARE EARTH SURVEYING & MAPPING. ELEVATIONS ARE REFERENCED TO NORTH AMERICAN VERTICAL DATUM 1988.
8. STATION AND OFFSET LABELING IS SHOWN TO CENTER OF STRUCTURE BOTTOM. STORM PIPE LENGTHS ARE TO CENTER OF STRUCTURE BOTTOM.
9. ALL EXCAVATED MATERIAL SHALL BE DISPOSED OF OFFSITE.
10. CONTRACTOR SHALL PROVIDE CAMERA INSPECTION OF ALL STORM DRAINAGE PIPE TO THE CITY OF DESTIN AFTER CONSTRUCTION.

LOT RETENTION REQUIREMENT

LOT	MAX. IMPERVIOUS (S.F.)	1" VOLUME (c.f.)	LOT	MAX. IMPERVIOUS (S.F.)	1" VOLUME (c.f.)
1	7,750	2,488	44	5,000	1,638
2	5,000	2,336	45	5,000	1,877
3	5,000	1,970	46	7,500	1,245
4	5,000	1,833	47	7,500	1,077
5	5,500	1,667	48	7,500	1,029
6	5,500	1,667	49	4,000	962
7	5,500	1,667	50	4,000	1,187
8	5,500	1,667	51	4,000	1,256
9	5,500	1,667	52	5,000	1,747
10	5,500	1,667	53	5,000	1,715
11	5,500	1,667	54	5,000	1,579
12	5,500	1,667	55	5,000	1,850
13	5,500	1,667	56	5,000	2,893
14	5,500	1,667	57	5,000	1,518
15	5,500	1,955	58	5,000	1,667
16	5,500	1,490	59	5,000	1,617
17	5,500	1,010	60	5,000	1,549
18	5,500	1,271	61	5,000	1,582
19	5,500	1,384	62	5,000	1,584
20	5,500	1,190	63	5,000	1,516
21	6,000	1,250	64	5,000	1,678
22	5,500	1,250	65	4,000	1,416
23	5,500	1,250	66	4,000	1,555
24	5,500	1,250	67	4,000	1,932
25	5,500	1,250	68	4,000	2,270
26	5,500	1,250	69	7,500	2,240
27	5,500	1,250	70	7,500	1,388
28	5,500	1,250	71	7,500	1,335
29	5,000	1,899	72	7,500	1,706
30	5,750	2,029	73	7,500	2,014
31	5,000	1,250	74	7,500	1,258
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KEY MAP



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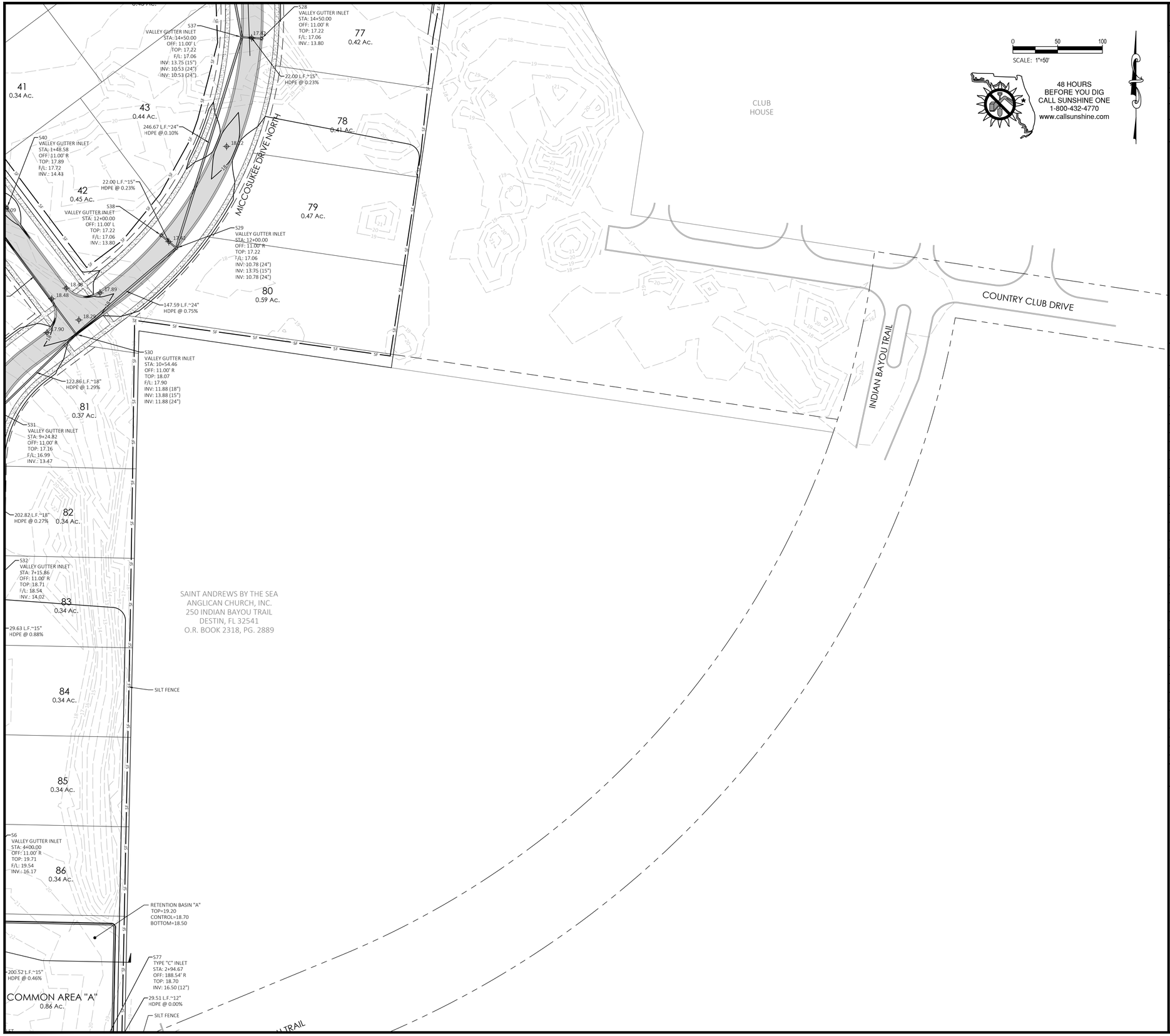
BINKLEY ENGINEERING
Certificate of Authorization No. 32308
434 Benning Drive, Destin, FL 32541
Phone: (850) 974-5421
rsbinkley@gmail.com

LICENSED PROFESSIONAL ENGINEER
STATE OF FLORIDA
No. 56762
Ross S. Binkley, P.E. 56762

REVISIONS:	DATE:
PER CITY AND NWFWMD COMMENTS	1/25/21
PER NWFWMD AND CITY OF DESTIN COMMENTS	2/17/21

INDIAN BAYOU WEST
GRADING & DRAINAGE PLAN (5 OF 7)

DATE: 8/27/20
SCALE: 1"=50'
SHEET
3.5
TOTAL SHEETS 47



LEGEND

	EXISTING GRADE CONTOUR (AT 5' INTERVAL)
	EXISTING GRADE CONTOUR (AT 1' INTERVAL)
	FINISHED GRADE CONTOUR (AT 1' INTERVAL)
12.00	FINISHED GRADE SPOT ELEVATION
	SILT FENCE LOCATION
HDPE	HIGH DENSITY POLYETHYLENE PIPE

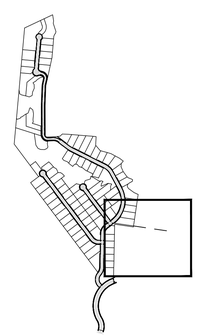
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KEY MAP



NOT FOR CONSTRUCTION

LICENSED PROFESSIONAL ENGINEER
ROBERT S. BINKLEY
STATE OF FLORIDA
No. 56762
Robert S. Binkley, P.E. No. 56762

DATE:	
1/25/21	
2/17/21	

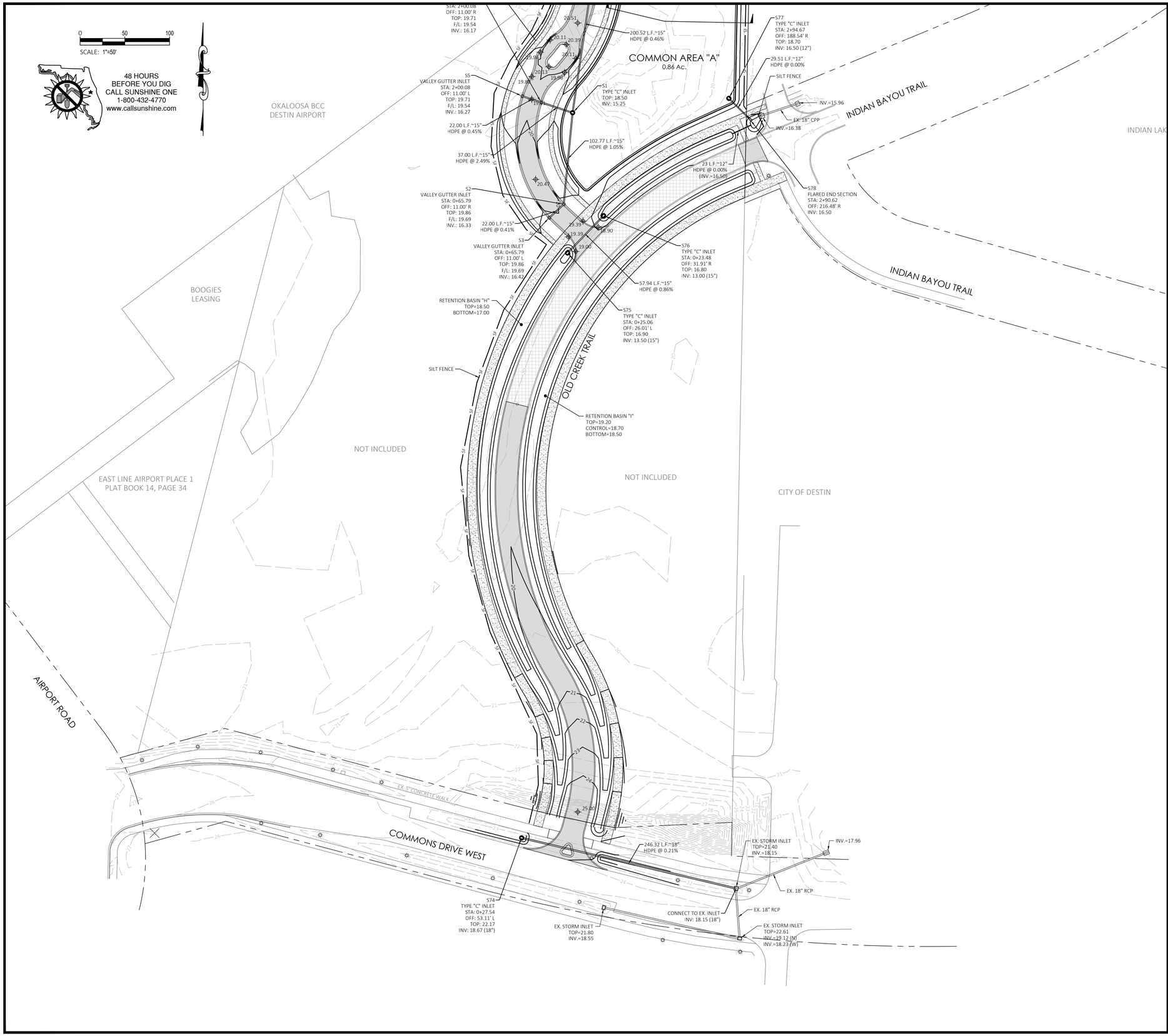
REVISIONS:
- PER CITY AND NWFWMD COMMENTS
- PER NWFWMD AND CITY OF DESTIN COMMENTS

BE BINKLEY ENGINEERING
Certificate of Authorization No. 32308
434 Benning Drive, Destin, FL 32541
Phone: (850) 974-5421
rsbinkley@gmail.com

INDIAN BAYOU WEST

GRADING & DRAINAGE PLAN (6 OF 7)

DATE: 8/27/20
SCALE: 1"=50'
SHEET
3.6
TOTAL SHEETS 47



LEGEND

	EXISTING GRADE CONTOUR (AT 5' INTERVAL)
	EXISTING GRADE CONTOUR (AT 1' INTERVAL)
	FINISHED GRADE CONTOUR (AT 1' INTERVAL)
12.00	FINISHED GRADE SPOT ELEVATION
	SILT FENCE LOCATION
HDPE	HIGH DENSITY POLYETHYLENE PIPE

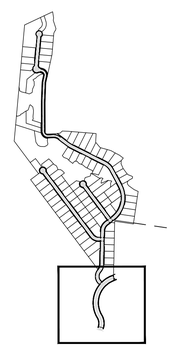
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KEY MAP



NOT FOR CONSTRUCTION

LICENSED PROFESSIONAL ENGINEER
ROSS S. BINKLEY
No. 56762
STATE OF FLORIDA
Ross S. Binkley, P.E. License No. 56762

DATE:
1/25/21
2/17/21

REVISIONS:
1 PER CITY AND NWFWMD COMMENTS
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BE BINKLEY ENGINEERING
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INDIAN BAYOU WEST

GRADING & DRAINAGE PLAN (7 OF 7)

DATE: 8/27/20
SCALE: 1"=50'
SHEET
3.7
TOTAL SHEETS 47



SCALE: 1"=50'

48 HOURS
BEFORE YOU DIG
CALL SUNSHINE ONE
1-800-432-4770
www.callsunshine.com

NOTES

1. THE LOCATION OF EXISTING UTILITIES IS APPROXIMATE AND SHALL BE VERIFIED IN THE FIELD PRIOR TO BEGINNING CONSTRUCTION.
2. IF THE LOCATION OR ELEVATION IS SUBSTANTIALLY DIFFERENT FROM THAT SHOWN ON THE PLANS, OR IF CONFLICTS EXIST, THE ENGINEER SHALL BE NOTIFIED.
3. CONTRACTOR SHALL HAVE ALL APPLICABLE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND LOCAL PERMITS PRIOR TO BEGINNING CONSTRUCTION.
4. TAPS INTO EXISTING UTILITIES SHALL BE COORDINATED WITH THE LOCAL UTILITY COMPANY. ALL TAPS SHALL BE MADE IN AN EXPEDITIOUS MANNER TO MINIMIZE INTERRUPTION OF SERVICE.
5. WHERE SEWER SERVICES TIE DIRECTLY INTO SANITARY SEWER MANHOLES, MATCH CROWNS OF THE ENTERING SERVICE WITH THE EXITING MAIN.
6. CONTRACTOR SHALL NOTIFY DESTIN WATER USERS AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
7. CONTRACTOR SHALL OBTAIN A UTILITY PERMIT FROM OKALOOSA COUNTY PUBLIC WORKS FOR ALL UTILITY CONSTRUCTION WITHIN COUNTY EASEMENTS AND RIGHTS-OF-WAY.
8. COORDINATE UTILITY INSTALLATION WITH GULF POWER AND DESTIN WATER USERS.
9. OKALOOSA GAS DISTRICT WILL PROVIDE NATURAL GAS TO THE DEVELOPMENT AND WILL PROVIDE AND INSTALL PROPOSED GAS MAINS.
10. ALL UTILITIES SHALL BE UNDERGROUND.
11. ALL REVISIONS TO THE WATER AND/OR SEWER UTILITIES MUST BE REAPPROVED BY DESTIN WATER USERS, INC. IN WRITING AT LEAST 24 HOURS PRIOR TO IMPLEMENTATION.
12. FIELD VERIFIED AND SCALED "AS-BUILT" PLANS INCLUDING ALL UTILITY INFRASTRUCTURES MUST BE SUBMITTED TO THE CITY OF DESTIN AND FORWARDED TO DESTIN WATER USERS, INC. FOR FINAL INSPECTION BY DESTIN WATER USERS, INC. A WRITTEN APPROVAL SHALL THEN BE SUBMITTED TO THE CITY OF DESTIN PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY BY THE CITY OF DESTIN IF THERE ARE NO OUTSTANDING ISSUES.
13. ALL TAPS ARE TO BE PERFORMED BY DESTIN WATER USERS, INC. WITH A 24 HOUR NOTICE GIVEN.
14. LIFT STATION SHALL BE OWNED AND OPERATED BY DESTIN WATER USERS, INC. AFTER INSPECTION PUMPED DOWN.

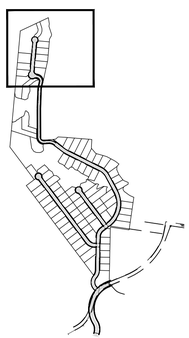
UTILITY COMPANIES

COMPANY	ADDRESS	PHONE
DESTIN WATER USERS	218 MAIN STREET DESTIN, FL 32541	(850) 837-6146
GULF POWER	140 HOLLYWOOD BLVD SW FORT WALTON BEACH, FL 32548	(850) 225-5797
OKALOOSA GAS DISTRICT	367 VALPARAISO BLVD. VALPARAISO, FL 32580	(850) 729-4700

LEGEND

EXISTING	
	EXISTING WATER LINE
	EXISTING SANITARY SEWER MAIN
	EXISTING FORCE MAIN
	EXISTING RECLAIMED WATER LINE
	EXISTING GATE VALVE
	EXISTING FIRE HYDRANT
	EXISTING SANITARY SEWER MANHOLE
	EXISTING OVERHEAD UTILITY LINE
	EXISTING UTILITY POLE
	EXISTING LIGHT POLE
PROPOSED	
	SANITARY SEWER MAIN
	WATER MAIN
	RECLAIMED WATER MAIN
	FORCE MAIN
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S S	DOUBLE SANITARY SEWER SERVICE
W	SINGLE WATER SERVICE
W W	DOUBLE WATER SERVICE
R	SINGLE RECLAIMED WATER SERVICE
R R	DOUBLE RECLAIMED WATER SERVICE
L	LOW PRESSURE SEWER SERVICE
	SANITARY SEWER MANHOLE
	GATE VALVE
	FIRE HYDRANT

KEY MAP



NOT FOR CONSTRUCTION

LICENSED PROFESSIONAL ENGINEER
ROSS S. BINKLEY
STATE OF FLORIDA
No. 56762
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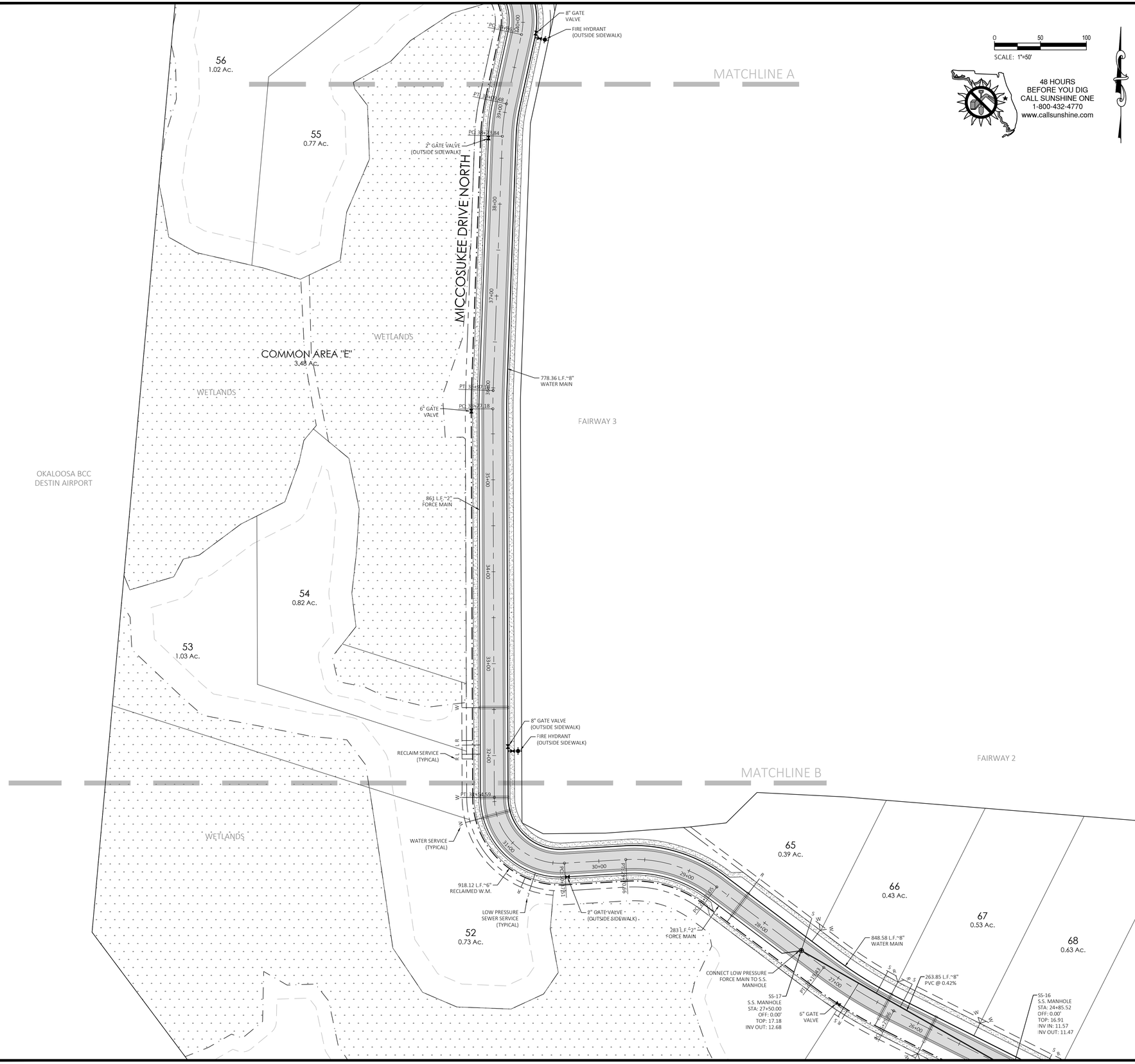
REVISIONS:	DATE:
ADD OKALOOSA GAS DISTRICT NOTE PRE CITY COMMENTS	9/29/20
PER EDEP & DWU COMMENTS	1/25/21
PER NWFWMD AND CITY OF DESTIN COMMENTS	2/17/21

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INDIAN BAYOU WEST

UTILITY PLAN (1 OF 7)

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SCALE: 1"=50'
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TOTAL SHEETS 47



SCALE: 1"=50'

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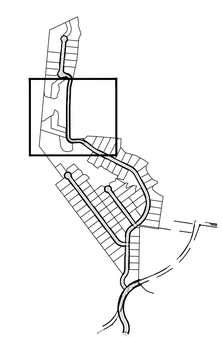
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LEGEND

EXISTING	
	EXISTING WATER LINE
	EXISTING SANITARY SEWER MAIN
	EXISTING FORCE MAIN
	EXISTING RECLAIMED WATER LINE
	EXISTING GATE VALVE
	EXISTING FIRE HYDRANT
	EXISTING SANITARY SEWER MANHOLE
OHE	EXISTING OVERHEAD UTILITY LINE
	EXISTING UTILITY POLE
	EXISTING LIGHT POLE
PROPOSED	
	SANITARY SEWER MAIN
	WATER MAIN
	RECLAIMED WATER MAIN
	FORCE MAIN
S	SINGLE SANITARY SEWER SERVICE
S S	DOUBLE SANITARY SEWER SERVICE
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W W	DOUBLE WATER SERVICE
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R R	DOUBLE RECLAIMED WATER SERVICE
P	LOW PRESSURE SEWER SERVICE
	SANITARY SEWER MANHOLE
	GATE VALVE
	FIRE HYDRANT

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NOT FOR CONSTRUCTION

LICENSED PROFESSIONAL ENGINEER
STATE OF FLORIDA
No. 56762
Ross S. Binkley, P.E. License Number 56762

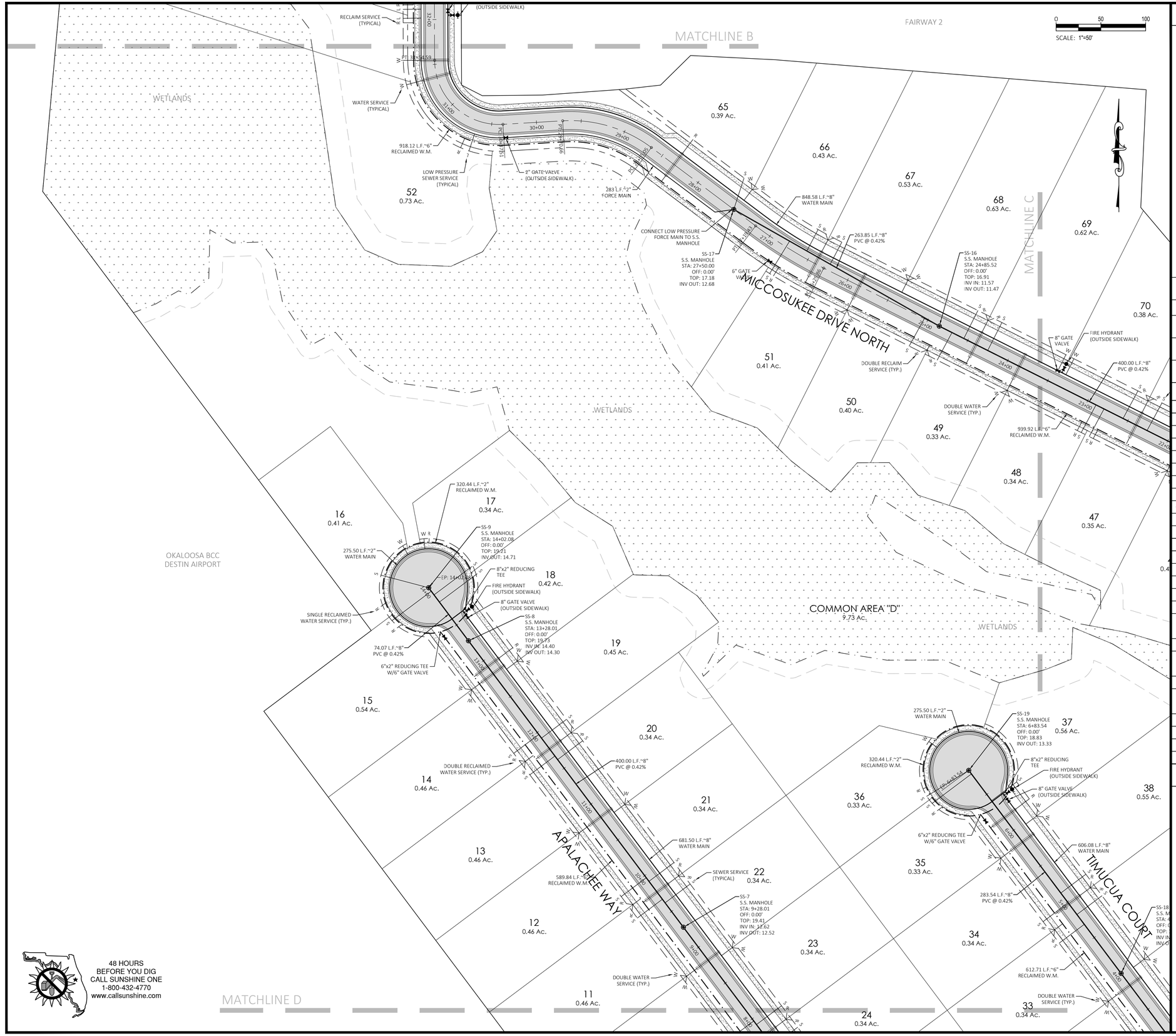
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PER EDEP & DWU COMMENTS	1/25/21
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BE BINKLEY ENGINEERING
Certificate of Authorization No. 32308
434 Benning Drive, Destin, FL 32541
Phone: (850) 974-5421
rsbinkley@gmail.com

INDIAN BAYOU WEST

UTILITY PLAN (2 OF 7)

DATE: 8/27/20
SCALE: 1"=50'
SHEET
4.2
TOTAL SHEETS 47



48 HOURS
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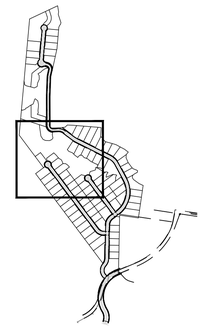
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	FIRE HYDRANT

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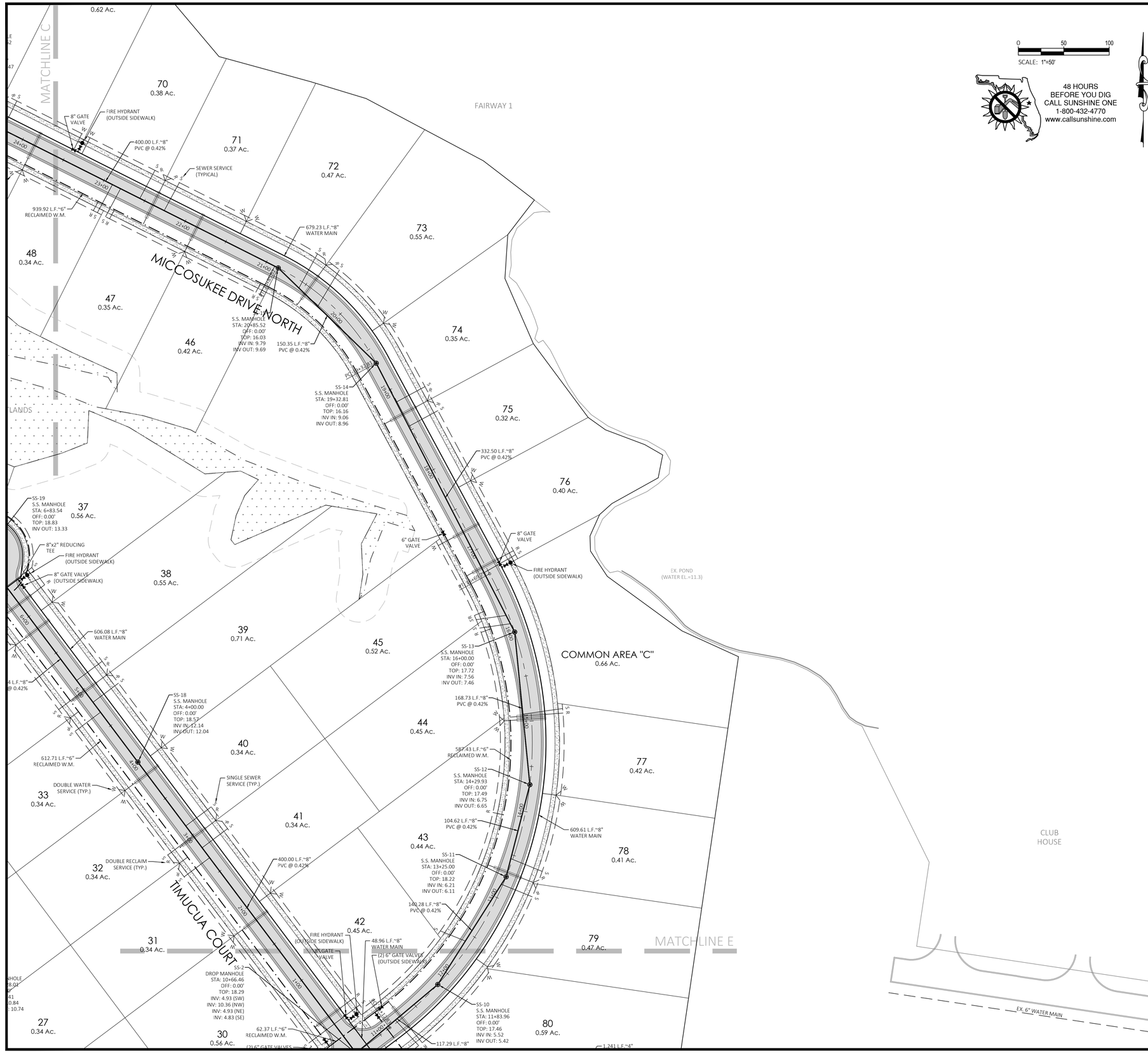
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INDIAN BAYOU WEST

UTILITY PLAN (3 OF 7)

DATE: 8/27/20
SCALE: 1"=50'
SHEET
4.3
TOTAL SHEETS 47



SCALE: 1"=50'

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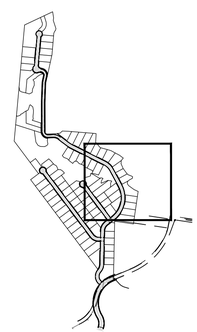
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S	EXISTING SANITARY SEWER MAIN
FM	EXISTING FORCE MAIN
R	EXISTING RECLAIMED WATER LINE
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	EXISTING FIRE HYDRANT
	EXISTING SANITARY SEWER MANHOLE
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	EXISTING UTILITY POLE
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FM	FORCE MAIN
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	FIRE HYDRANT

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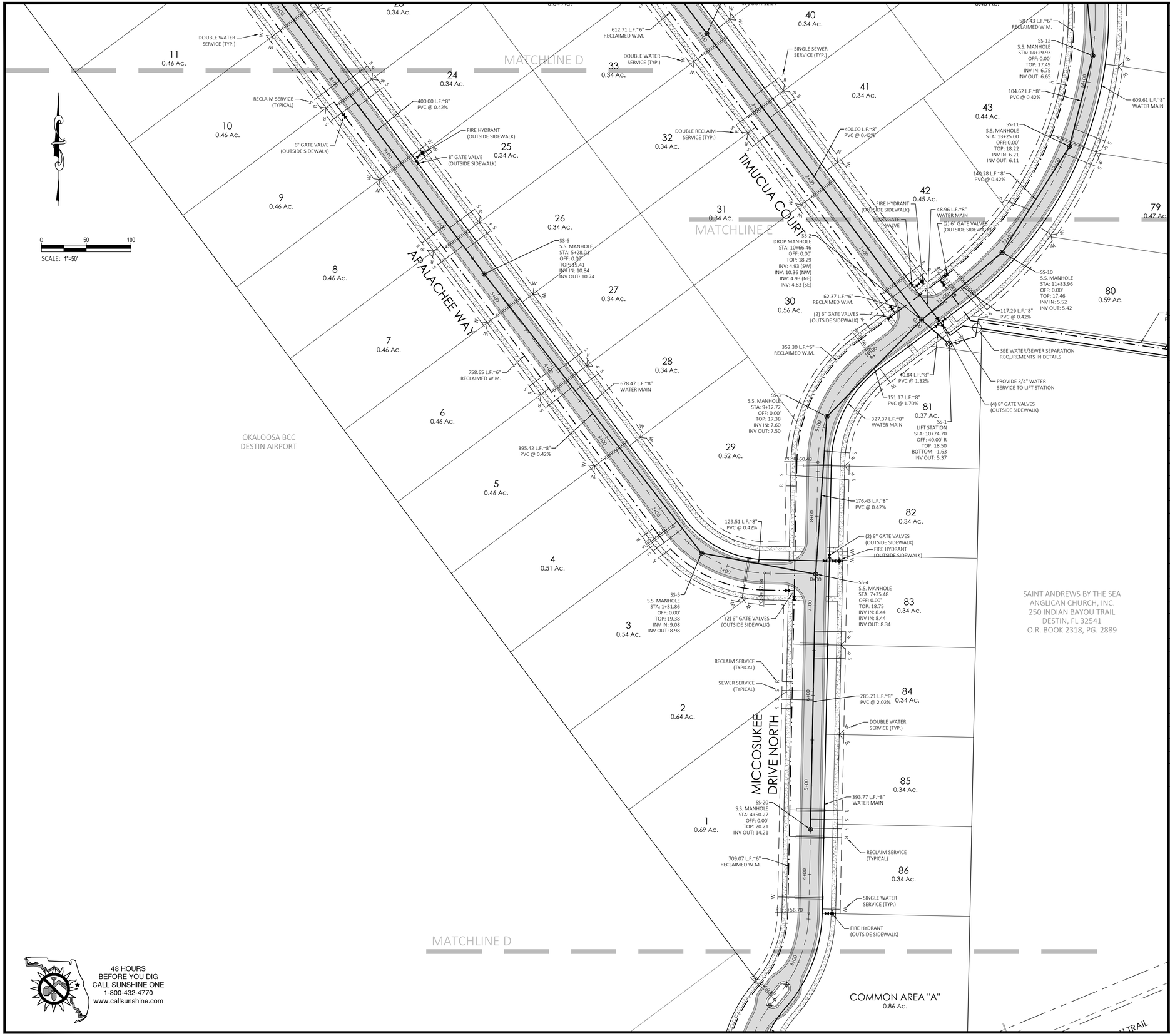
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rsbinkley@gmail.com

INDIAN BAYOU WEST

UTILITY PLAN (4 OF 7)

DATE: 8/27/20
SCALE: 1"=50'
SHEET
4.4
TOTAL SHEETS 47



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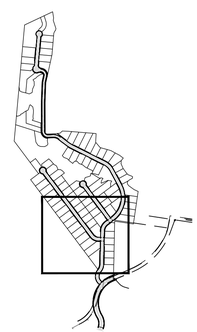
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KEY MAP



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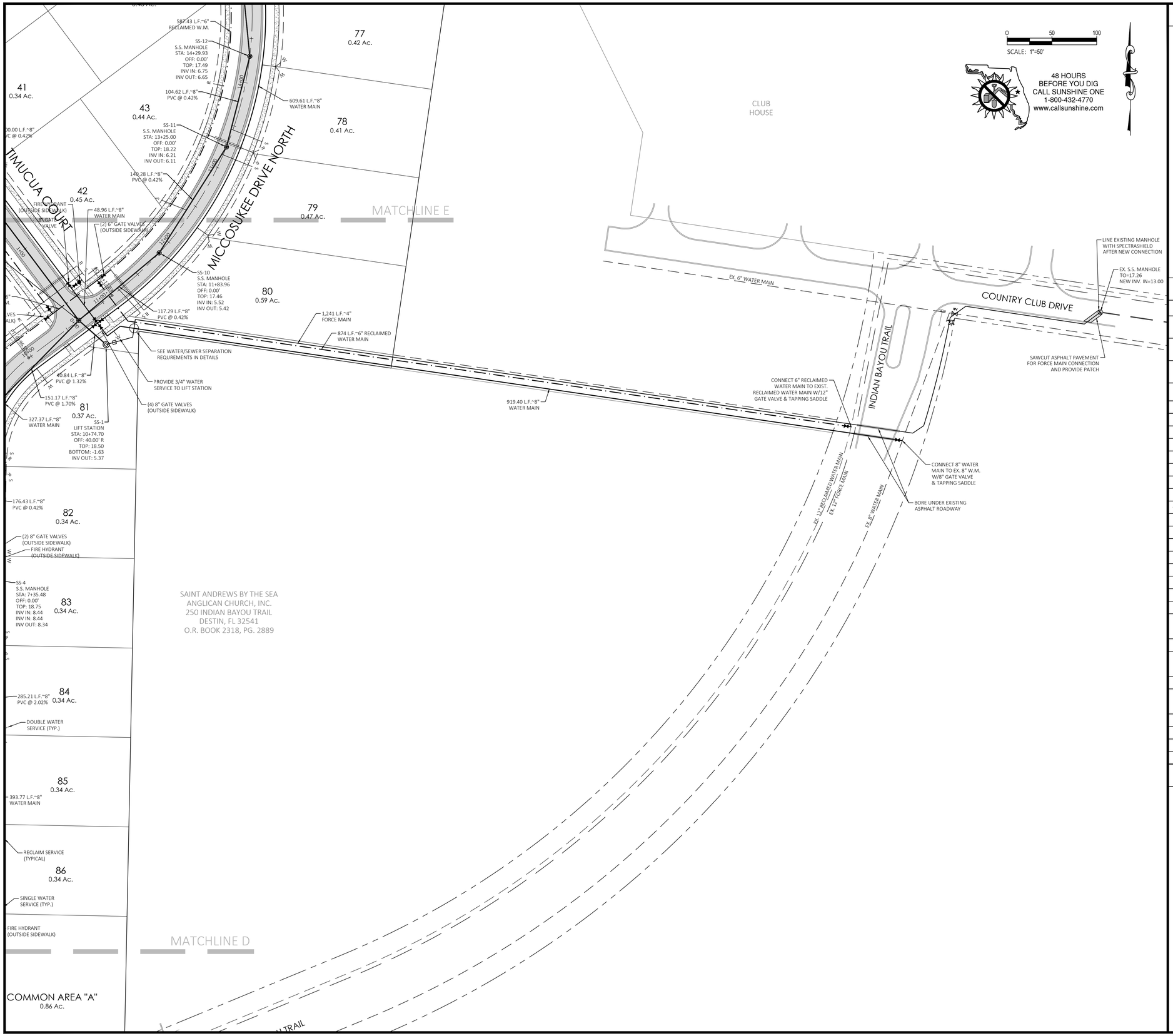
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INDIAN BAYOU WEST

UTILITY PLAN (5 OF 7)

DATE: 8/27/20
SCALE: 1"=50'
SHEET
4.5
TOTAL SHEETS 47



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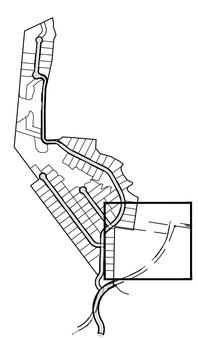
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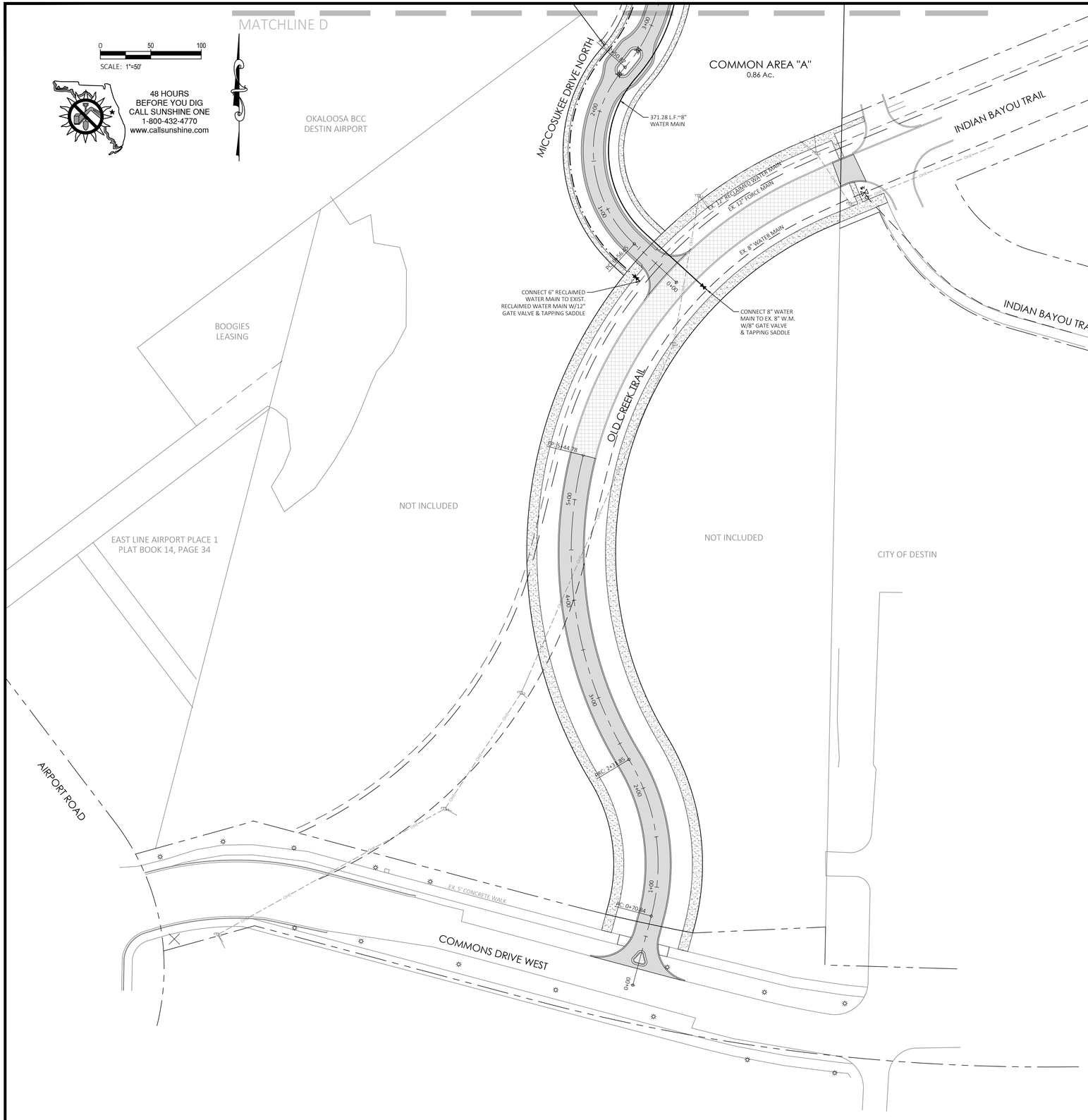
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INDIAN BAYOU WEST

UTILITY PLAN (6 OF 7)

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SCALE: 1"=50'
SHEET
4.6
TOTAL SHEETS 47



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2. IF THE LOCATION OR ELEVATION IS SUBSTANTIALLY DIFFERENT FROM THAT SHOWN ON THE PLANS, OR IF CONFLICTS EXIST, THE ENGINEER SHALL BE NOTIFIED.
3. CONTRACTOR SHALL HAVE ALL APPLICABLE DEPARTMENT OF ENVIRONMENTAL PROTECTION AND LOCAL PERMITS PRIOR TO BEGINNING CONSTRUCTION.
4. TAPS INTO EXISTING UTILITIES SHALL BE COORDINATED WITH THE LOCAL UTILITY COMPANY. ALL TAPS SHALL BE MADE IN AN EXPEDITIOUS MANNER TO MINIMIZE INTERRUPTION OF SERVICE.
5. WHERE SEWER SERVICES TIE DIRECTLY INTO SANITARY SEWER MANHOLES, MATCH CROWNS OF THE ENTERING SERVICE WITH THE EXITING MAIN.
6. CONTRACTOR SHALL NOTIFY DESTIN WATER USERS AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
7. CONTRACTOR SHALL OBTAIN A UTILITY PERMIT FROM OKALOOSA COUNTY PUBLIC WORKS FOR ALL UTILITY CONSTRUCTION WITHIN COUNTY EASEMENTS AND RIGHTS-OF-WAY.
8. COORDINATE UTILITY INSTALLATION WITH GULF POWER AND DESTIN WATER USERS.
9. OKALOOSA GAS DISTRICT WILL PROVIDE NATURAL GAS TO THE DEVELOPMENT AND WILL PROVIDE AND INSTALL PROPOSED GAS MAINS.
10. ALL UTILITIES SHALL BE UNDERGROUND.
11. ALL REVISIONS TO THE WATER AND/OR SEWER UTILITIES MUST BE REAPPROVED BY DESTIN WATER USERS, INC. IN WRITING AT LEAST 24 HOURS PRIOR TO IMPLEMENTATION.
12. FIELD VERIFIED AND SCALED "AS-BUILT" PLANS INCLUDING ALL UTILITY INFRASTRUCTURES MUST BE SUBMITTED TO THE CITY OF DESTIN AND FORWARDED TO DESTIN WATER USERS, INC. FOR FINAL INSPECTION BY DESTIN WATER USERS, INC. A WRITTEN APPROVAL SHALL THEN BE SUBMITTED TO THE CITY OF DESTIN PRIOR TO ISSUANCE OF CERTIFICATE OF OCCUPANCY BY THE CITY OF DESTIN IF THERE ARE NO OUTSTANDING ISSUES.
13. ALL TAPS ARE TO BE PERFORMED BY DESTIN WATER USERS, INC. WITH A 24 HOUR NOTICE GIVEN.
14. LIFT STATION SHALL BE OWNED AND OPERATED BY DESTIN WATER USERS, INC. AFTER INSPECTION PUMPED DOWN.

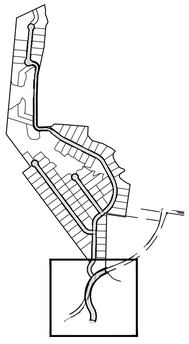
UTILITY COMPANIES

COMPANY	ADDRESS	PHONE
DESTIN WATER USERS	218 MAIN STREET DESTIN, FL 32541	(850) 837-6146
GULF POWER	140 HOLLYWOOD BLVD SW FORT WALTON BEACH, FL 32548	(850) 225-5797
OKALOOSA GAS DISTRICT	367 VALPARAISO BLVD. VALPARAISO, FL 32580	(850) 729-4700

LEGEND

EXISTING	
	EXISTING WATER LINE
	EXISTING SANITARY SEWER MAIN
	EXISTING FORCE MAIN
	EXISTING RECLAIMED WATER LINE
	EXISTING GATE VALVE
	EXISTING FIRE HYDRANT
	EXISTING SANITARY SEWER MANHOLE
OHE	EXISTING OVERHEAD UTILITY LINE
	EXISTING UTILITY POLE
	EXISTING LIGHT POLE
PROPOSED	
	SANITARY SEWER MAIN
	WATER MAIN
	RECLAIMED WATER MAIN
	FORCE MAIN
S	SINGLE SANITARY SEWER SERVICE
S S	DOUBLE SANITARY SEWER SERVICE
W	SINGLE WATER SERVICE
W W	DOUBLE WATER SERVICE
R	SINGLE RECLAIMED WATER SERVICE
R R	DOUBLE RECLAIMED WATER SERVICE
LP	LOW PRESSURE SEWER SERVICE
	SANITARY SEWER MANHOLE
	GATE VALVE
	FIRE HYDRANT

KEY MAP



NOT FOR CONSTRUCTION

LICENSED PROFESSIONAL ENGINEER
STATE OF FLORIDA
No. 56762
Ross S. Binkley, P.E. License No. 56762

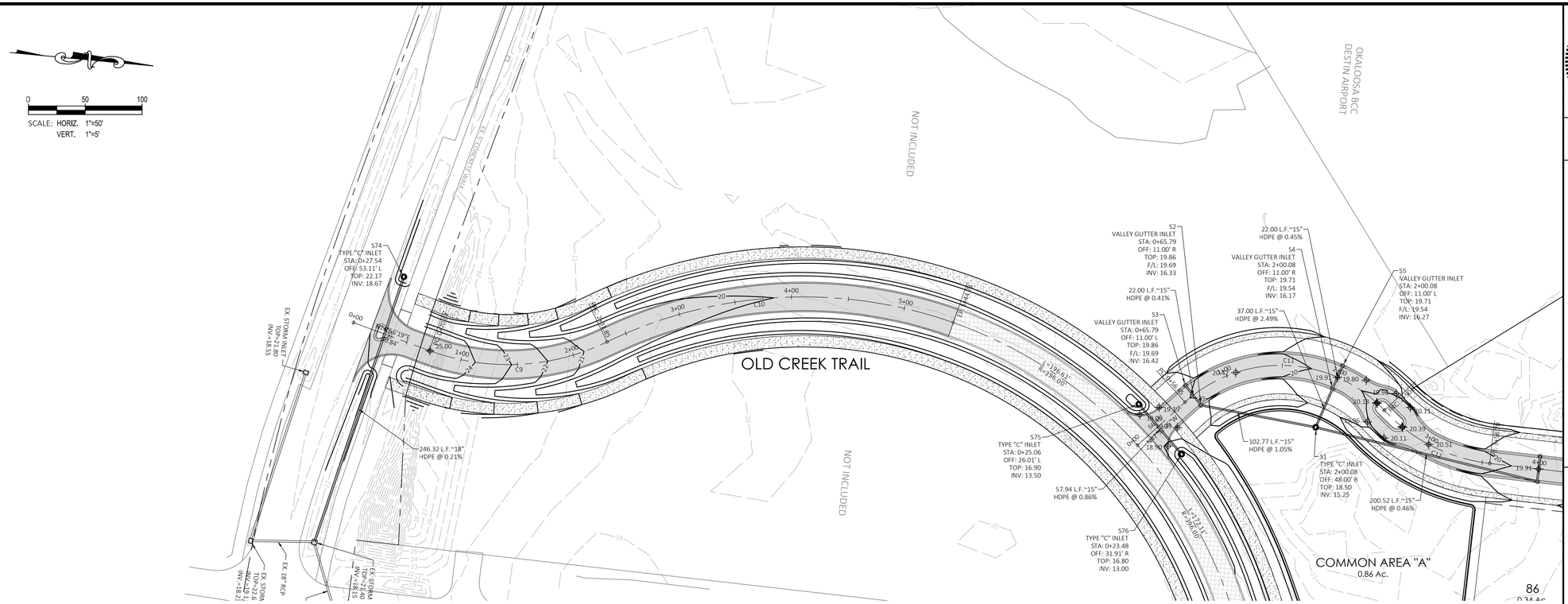
REVISIONS:	DATE:
ADD OKALOOSA GAS DISTRICT NOTE PRE CITY COMMENTS	9/23/09
PER FDEP & DWU COMMENTS	1/25/21
PER NWFWMD AND CITY OF DESTIN COMMENTS	2/17/21

BINKLEY ENGINEERING
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434 Benning Drive, Destin, FL 32541
Phone: (850) 974-5421
rsbinkley@gmail.com

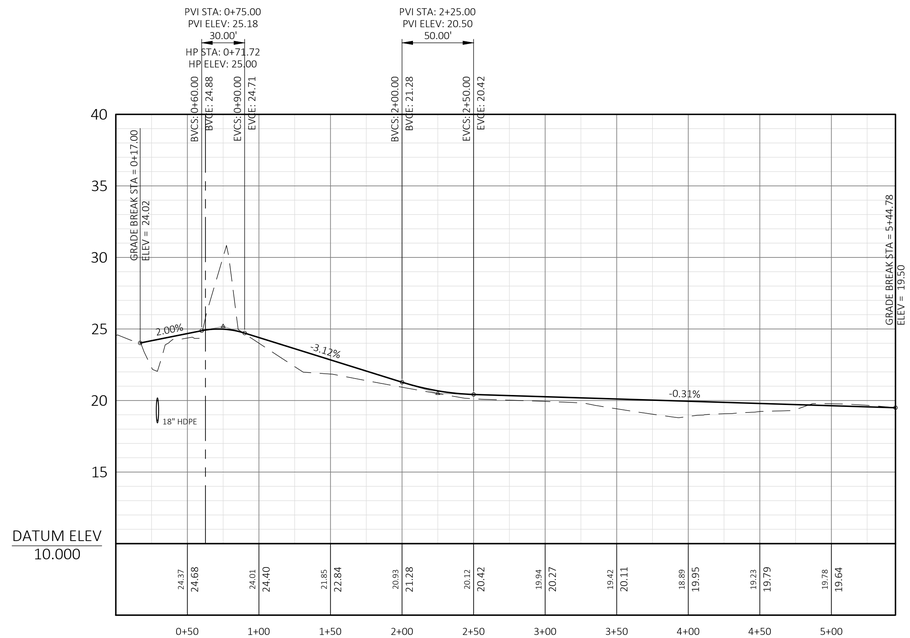
INDIAN BAYOU WEST

UTILITY PLAN (7 OF 7)

DATE: 8/27/20
SCALE: 1"=50'
SHEET
4.7
TOTAL SHEETS 47



PLAN VIEW



PROFILE

NOT FOR CONSTRUCTION

BINKLEY ENGINEERING
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rsbinkley@gmail.com

Licensed Professional Engineer: Ross S. Binkley
STATE OF FLORIDA
PROFESSIONAL ENGINEER
No. 56762
Ross S. Binkley, P.E. No. 56762

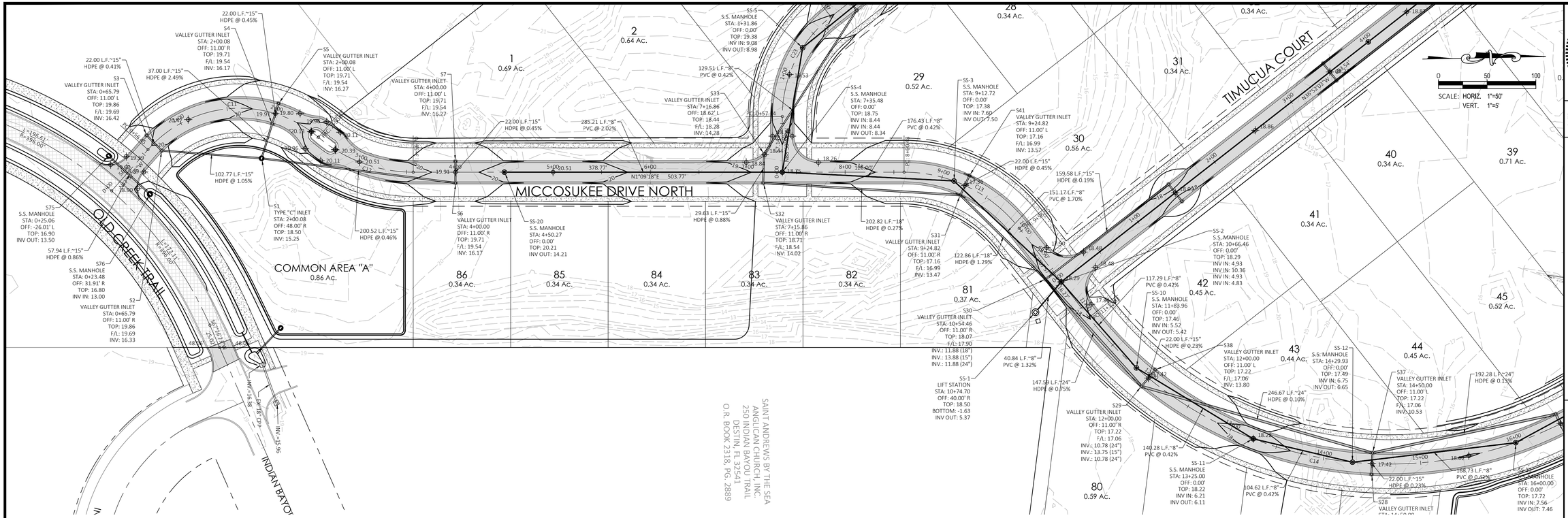
REVISIONS:	DATE:
PER CITY & WWU COMMENTS	1/25/21
PER NWFWMD AND CITY OF DESTIN COMMENTS	2/17/21

INDIAN BAYOU WEST

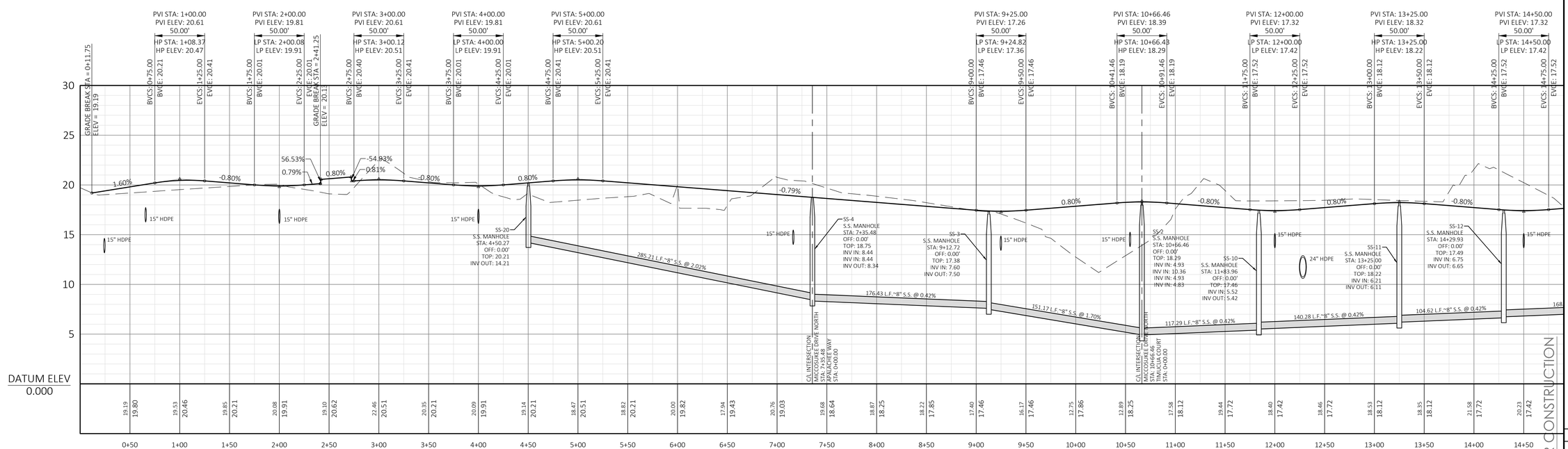
PLAN & PROFILE

OLD CREEK TRAIL

DATE: 8/27/20
SCALE: 1"=50' H / 1"=5' V
SHEET
5.1
TOTAL SHEETS 47



PLAN VIEW



PROFILE

NOT FOR CONSTRUCTION

BINKLEY ENGINEERING
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434 Benning Drive, Destin, FL 32541
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rsbinkley@gmail.com

LICENSED PROFESSIONAL ENGINEER
ROSS S. BINKLEY
No. 56762
STATE OF FLORIDA
PROFESSIONAL ENGINEER
Ross S. Binkley, PE No. 56762

REVISIONS:	DATE:
PER CITY & OWU COMMENTS	1/25/21
PER NWFWMD AND CITY OF DESTIN COMMENTS	2/17/21

INDIAN BAYOU WEST

PLAN & PROFILE

MICCOSUKEE DRIVE NORTH (STA: 0+00 ~ 14+50)

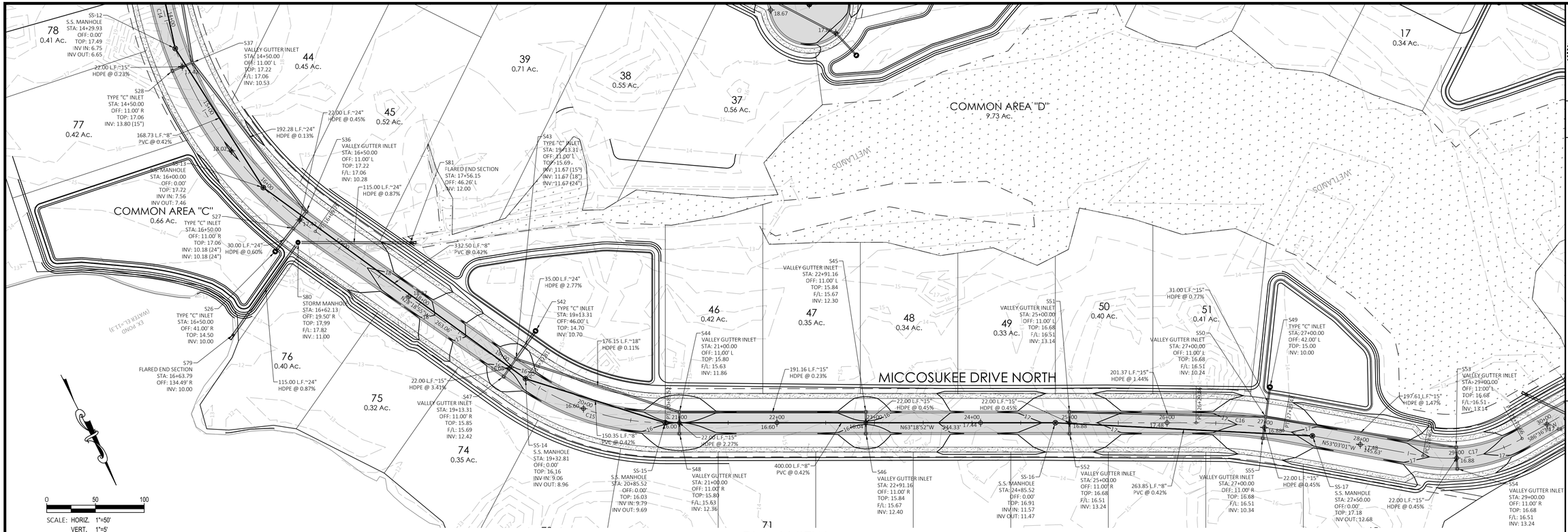
DATE: 8/27/20

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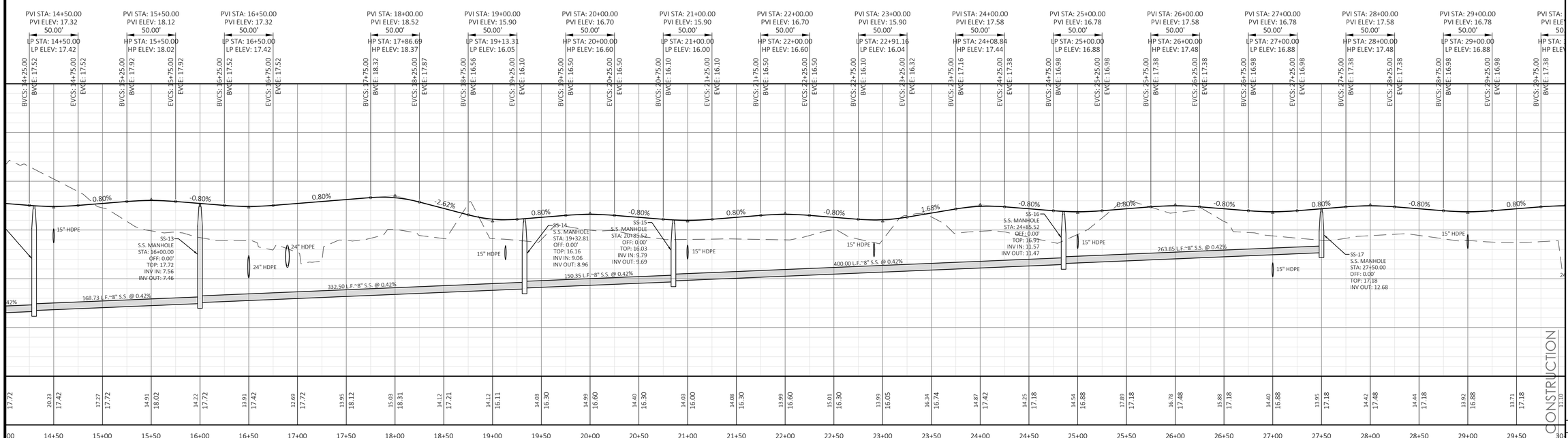
SHEET

5.2

TOTAL SHEETS 47



PLAN VIEW



PROFILE

NOT FOR CONSTRUCTION

LICENSED PROFESSIONAL ENGINEER
ROSS S. BINKLEY
No. 56762
STATE OF FLORIDA
PROFESSIONAL ENGINEER
Ross S. Binkley at 2:54:42 -04'00' 5/4/22

REVISIONS:	DATE:
PER CITY & JWW COMMENTS	1/25/21
PER NWFWMD AND CITY OF DESTIN COMMENTS	2/17/21

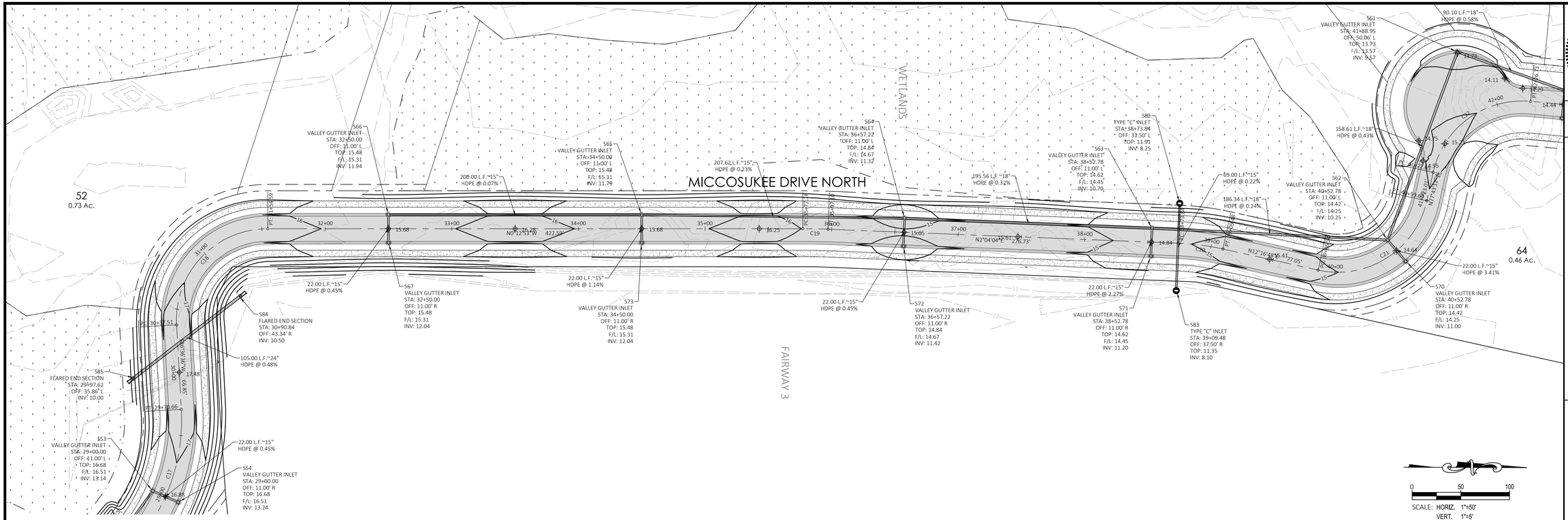
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rsbinkley@gmail.com

INDIAN BAYOU WEST

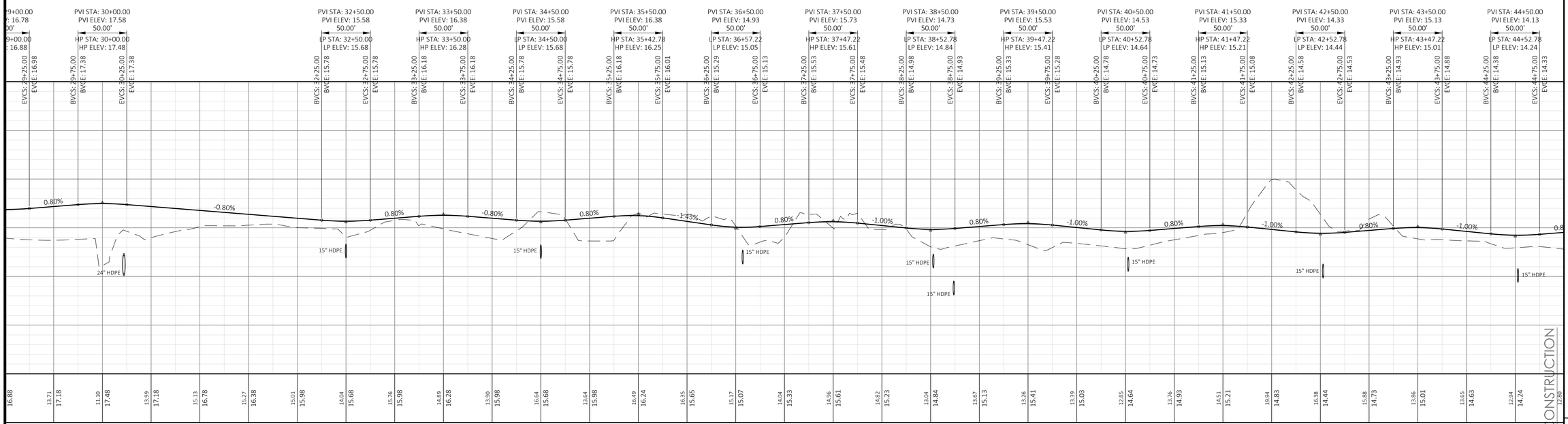
PLAN & PROFILE

MICCOSUKEE DRIVE NORTH (STA: 14+50 ~ 29+50)

DATE: 8/27/20
SCALE: 1"=50' H / 1"=5' V
SHEET
5.3
TOTAL SHEETS 47



PLAN VIEW



PROFILE

NOT FOR CONSTRUCTION

REVISIONS:
1. PER CITY & OWU COMMENTS
2. PER NWFWMD AND CITY OF DESTIN COMMENTS

DATE: 1/25/21, 2/17/21

LICENSED PROFESSIONAL ENGINEER
ROSS S. BINKLEY, JR.
No. 56762
STATE OF FLORIDA
PROFESSIONAL ENGINEER
Ross S. Binkley, Jr. P.E. 56762

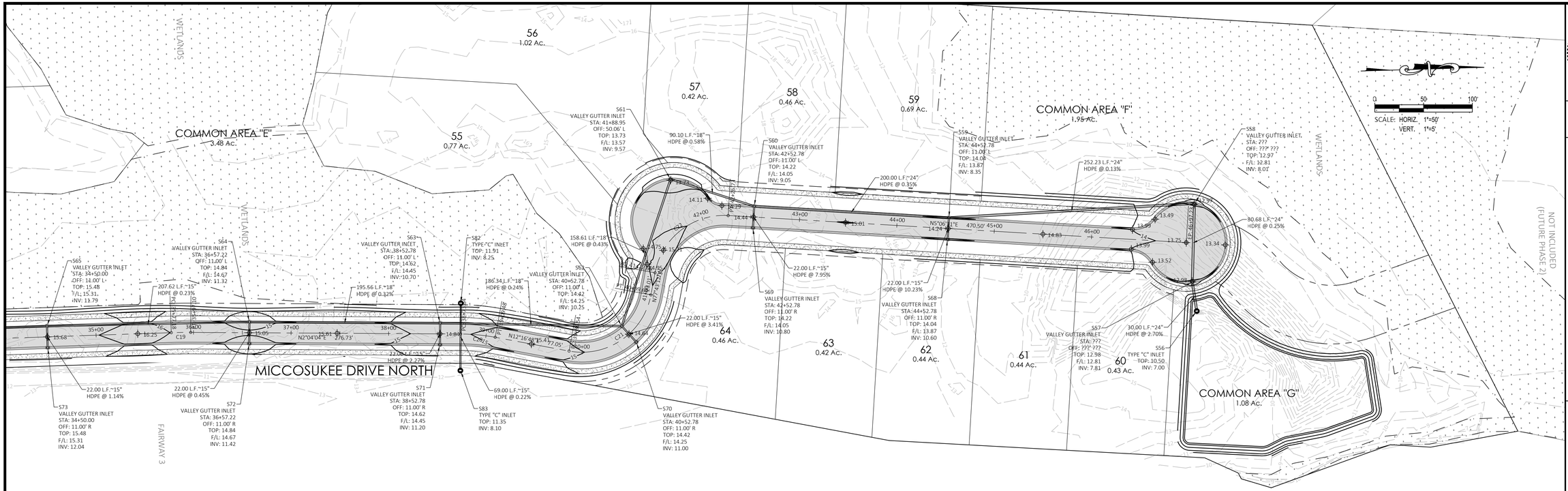
BINKLEY ENGINEERING
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INDIAN BAYOU WEST

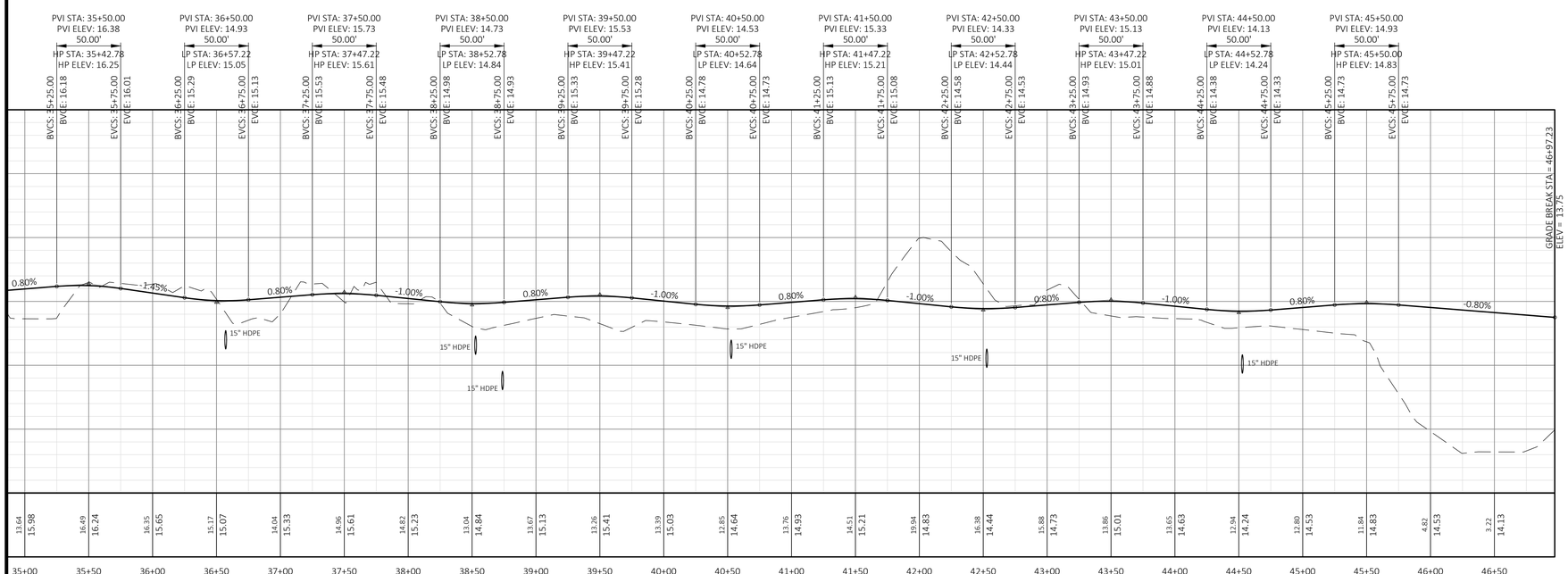
PLAN & PROFILE

MICCOSUKEE DRIVE NORTH (STA: 29+50 ~ 42+00)

DATE: 8/27/20
SCALE: 1"=50' H / 1"=5' V
SHEET
5.4
TOTAL SHEETS 47



PLAN VIEW



PROFILE

NOT FOR CONSTRUCTION

REVISIONS:
- PER CITY & OWU COMMENTS
- PER NWFWMD AND CITY OF DESTIN COMMENTS

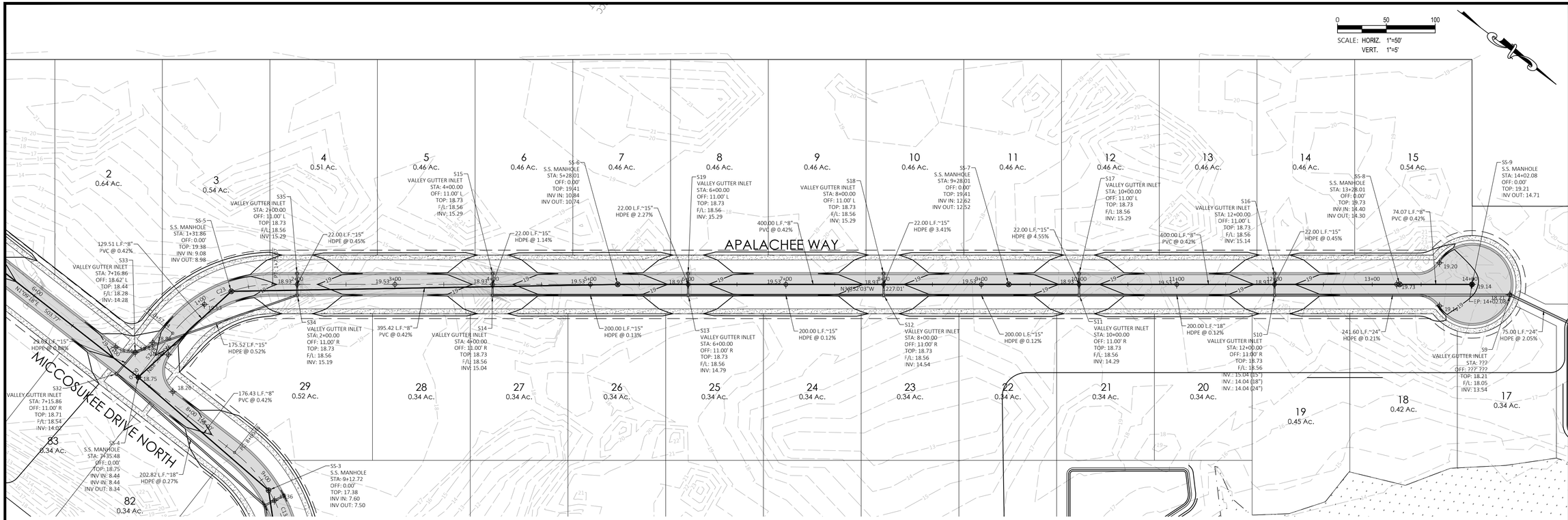
DATE: 1/25/21, 2/17/21

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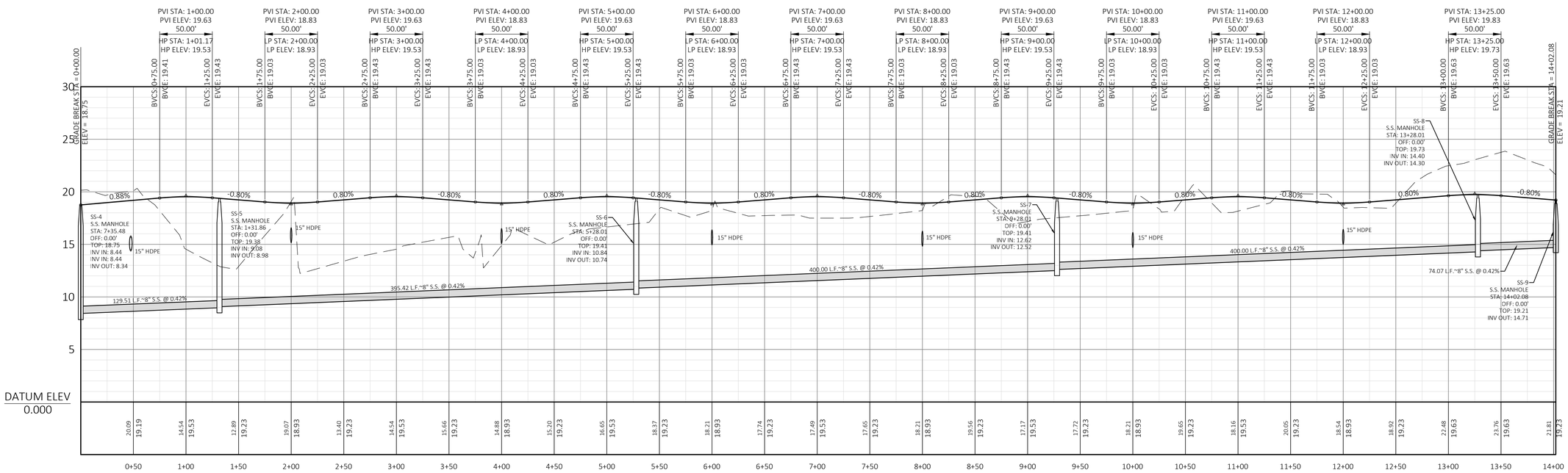
INDIAN BAYOU WEST
PLAN & PROFILE
MICCOSUKEE DRIVE NORTH (STA: 35+00 ~ END)

DATE: 8/27/20
SCALE: 1"=50' H / 1"=5' V

SHEET
5.5
TOTAL SHEETS 47



PLAN VIEW



PROFILE

NOT FOR CONSTRUCTION

Licensed Professional Engineer: Ross S. Binkley, P.E. No. 56762 — State of Florida — Professional Engineer

DATE:	
1/25/21	
2/17/21	

REVISIONS:
- PER CITY & DWU COMMENTS
- PER NWFWMD AND CITY OF DESTIN COMMENTS

BINKLEY ENGINEERING
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rsbinkley@gmail.com

INDIAN BAYOU WEST

PLAN & PROFILE

APALACHEE WAY

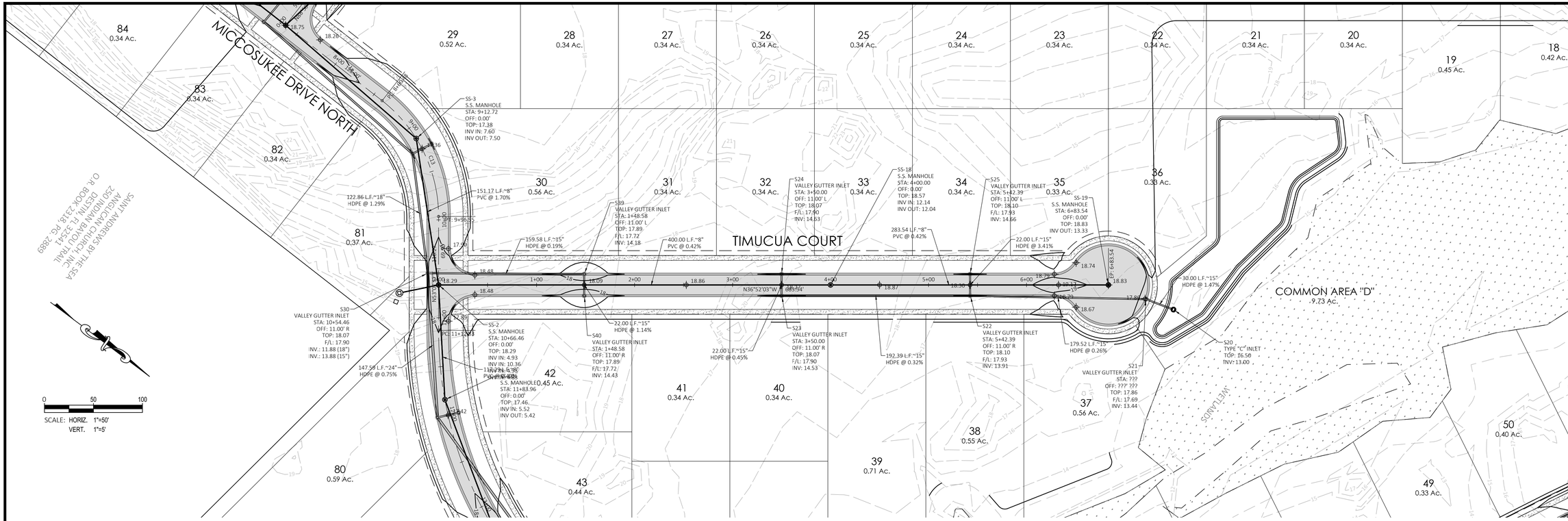
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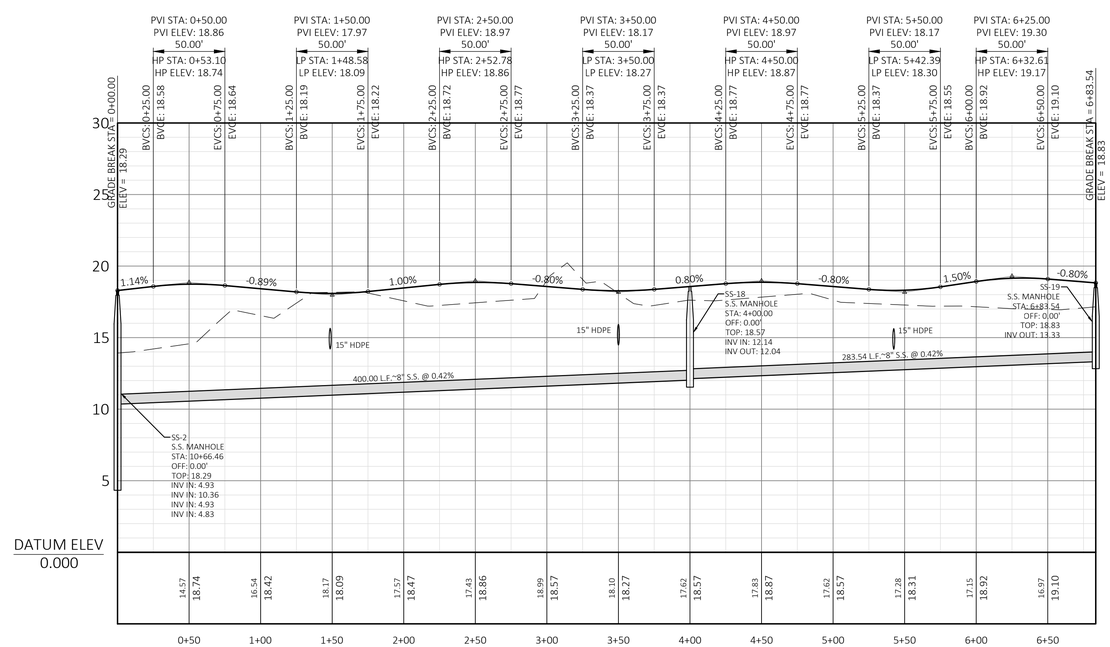
SHEET

5.6

TOTAL SHEETS 47



PLAN VIEW



PROFILE

BINKLEY ENGINEERING
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LICENSED PROFESSIONAL ENGINEER
R. S. BINKLEY, JR.
No. 56762
STATE OF FLORIDA
Ross S. Binkley, Jr., P.E. 56762

DATE: 1/25/21, 2/17/21

REVISIONS:
1. PER CITY & DWU COMMENTS
2. PER NWFWMD AND CITY OF DESTIN COMMENTS

INDIAN BAYOU WEST

PLAN & PROFILE
TIMUCUA COURT

NOT FOR CONSTRUCTION

DATE: 8/27/20
SCALE: 1"=50' H / 1"=5' V
SHEET
5.7
TOTAL SHEETS 47

NOTES

1. SEE CITY OF DESTIN LAND DEVELOPMENT CODE ARTICLE 12 FOR ADDITIONAL REQUIREMENTS.
2. AT ANY STREET INTERSECTION, NO PLANT, TREE, SHRUBBERY OR ANY OTHER OBSTRUCTION SHALL BE ALLOWED TO GROW IN A MANNER WHICH WOULD IMPEDE OR RESTRICT THE VISION OF PEDESTRIANS OR VEHICLE OPERATORS TO ONCOMING TRAFFIC.
3. THE NUMBER OF REFORESTATION TREES REQUIRED ON ANY DEVELOPED AREA SHALL BE DETERMINED BY USING THE RATIO OF ONE (1) TREE FOR EACH ONE-TENTH OF AN ACRE. CREDIT SHALL BE RECEIVED ON THE REFORESTATION REQUIREMENT OF THIS SECTION BY PRESERVING EXISTING TREES. TREES REQUIRED FOR REFORESTATION ARE IN ADDITION TO OTHER REQUIRED TREES. NO CREDIT WILL BE GIVEN FOR NON-INDIGENOUS TREES.
4. EXCLUSIVE OF THE PRINCIPAL STRUCTURE AREA, NO "PRESERVED TREE" MAY BE REMOVED EXCEPT AS PROVIDED ELSEWHERE IN THE LANDSCAPING ORDINANCE. A PRESERVED TREE MEANS A LIVING TREE TWENTY-FOUR (24) INCHES OR MORE IN DIAMETER AT A POINT FOUR AND A HALF (4 ½) FEET ABOVE GROUND LEVEL.
5. FIFTY (50) PERCENT OF THE AREA WITHIN THE DRIPLINE OF PRESERVED TREES, WHICH ARE ELIGIBLE FOR CREDIT PURSUANT TO THIS SECTION SHALL BE MAINTAINED IN EITHER VEGETATIVE LANDSCAPE MATERIAL OR PERVIOUS COVER.
6. DURING DEVELOPMENT ACTIVITY, PRESERVED TREES SHALL BE PROTECTED FROM ACTIVITIES, WHICH MAY INJURE OR KILL THEM. TREE PROTECTION TECHNIQUES FOUND IN THE TREE PROTECTION MANUAL FOR BUILDERS AND DEVELOPER, FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF FORESTRY, OR EQUIVALENT TECHNIQUES SHALL BE USED.
7. EXCLUSIVE OF THE PRINCIPAL STRUCTURE AREA, WHEN A "PROTECTED TREE" MUST BE REMOVED OR RELOCATED, AN INDIGENOUS TREE(S) SHALL BE REPLACED. NO "PROTECTED TREE" MAY BE REMOVED OR RELOCATED WITHOUT A REMOVAL PERMIT AS HEREINAFTER PROVIDED. A PROTECTED TREE MEANS A LIVING TREE TWELVE (12) TO TWENTY-FOUR (24) INCHES IN DIAMETER AT A POINT FOUR AND A HALF (4 ½) FEET ABOVE GROUND LEVEL.
8. A MINIMUM OF SEVENTY-FIVE (75) PERCENT OF ALL PLANT MATERIAL USED TO SATISFY THE REQUIREMENTS OF THIS SECTION SHALL BE NATIVE TO THE NORTHWEST FLORIDA AREA. PORTIONS OF A DEVELOPMENT LEFT IN THE NATURAL STATE SHALL BE CREDITED IN MEETING THESE LANDSCAPING REQUIREMENTS.
9. SHRUBS SHALL BE A MINIMUM OF 12 INCHES IN HEIGHT WHEN MEASURED IMMEDIATELY AFTER PLANTING.
10. ALL REQUIRED TREES SHALL BE A MINIMUM OF TEN (10) FEET IN HEIGHT AND HAVE A 2½ INCH CALIPER AT THE TIME OF PLANTING. TREES HAVING AN AVERAGE MATURE SPREAD OF CROWN LESS THAN 20 FEET MAY BE ARRANGED IN GROUPINGS, SO AS TO CREATE THE EQUIVALENT OF A 20-FOOT CROWN SPREAD. IF SABAL PALMS ARE USED FOR REQUIRED TREES, THEN TWO SABAL PALMS MUST BE GROUPED TOGETHER TO COUNT TOWARDS THE REQUIRED TREE WITH A 20-FOOT CROWN SPREAD AT MATURITY.
11. THE PLANTING AREA FOR EACH TREE SHALL BE A MINIMUM OF ONE-HUNDRED (100) SQUARE FEET WITH A MINIMUM WIDTH OF FIVE (5) FEET MEASURED FROM THE CENTER OF THE OF THE TREE AND SHALL BE MAINTAINED IN EITHER VEGETATIVE LANDSCAPE MATERIAL OR PERVIOUS SURFACE COVER.

LANDSCAPING DATA TABLE

TOTAL PROPERTY AREA	3,012,702 S.F. (69.16 Ac.)
SUBDIVISION AREA (EXCLUDING OLD CREEK TRAIL)	2,935,640 S.F. (67.39 Ac.)
SUBDIVISION UPLAND AREA	2,415,176 S.F. (55.44 Ac.)
SUBDIVISION WETLAND AREA	520,464 S.F. (11.95 Ac.)
RIGHT-OF-WAY & COMMON AREA	
RIGHT-OF-WAY & COMMON AREA (UPLANDS ONLY)	804,088 S.F. (18.46 Ac.)
IMPERVIOUS SURFACE AREA	290,808 S.F. (6.68 Ac.)
OPEN SPACE AREA	513,280 S.F. (11.78 Ac.)
OPEN SPACE PROPOSED	64%
OPEN SPACE REQUIRED	25% MINIMUM
REFORESTATION REQUIREMENT	
REFORESTATION TREES REQUIRED BEFORE CREDIT	554
EXISTING TREE PRESERVATION CREDIT	925
REFORESTATION TREES REQUIRED AFTER CREDIT	0

REFORESTATION TREE CREDIT TABLE

EX. TRUNK DIAM.	CREDIT	TREE COUNT FROM TREE SURVEY	TOTAL CREDIT
20"-24"	5	0	0
13"-19"	4	4	16
7"-12"	3	227	681
2"-6"	2	114	228
		TOTAL PROVIDED	925
		TOTAL REQUIRED	554

NOTE: THE TREE SURVEY ONLY COVERS A FRACTION OF THE FORESTED AREA ON SITE. THE ENTIRE FORESTED AREA ON SITE CONTAINS OVER 6,000 TREES. THEREFORE, THE REFORESTATION REQUIREMENT IS GREATLY EXCEEDED.

REFORESTATION TREE REQUIREMENTS

PER LDC 12.04.05.C REFORESTATION IS REQUIRED USING THE RATIO OF ONE TREE FOR EACH ONE-TENTH OF AN ACRE OF DEVELOPMENT AREA. THE ONSITE DEVELOPMENT AREA IS 55.44 ACRES, EQUATES TO 554 TREES FOR THE REFORESTATION REQUIREMENT. HOWEVER, THE LDC GIVES CREDIT FOR EXISTING TREES. THE MINIMUM CREDIT FOR EXISTING TREES 2" TO 6" IN DIAMETER IS A 2 TREE CREDIT FOR EACH TREE ACCORDING TO THE LDC TABLE IN 12.04.05.C.2. THE TREE SURVEY SHOWS 345 TREES 2" OR LARGER. THE AREA THAT WAS SURVEYED WAS A RANDOM AREA OF WETLANDS AND 25' WETLANDS BUFFER WHICH WILL NEVER BE DISTURBED. THE TOTAL ONSITE DEVELOPMENT AREA REQUIREMENT OF 554 TREES/1 TREE CREDIT PER LDC TABLE 12.04.05.C.2 = 554 TREES REQUIRED FOR REFORESTATION. THEREFORE, THE REFORESTATION REQUIREMENT OF 554 TREES HAS GREATLY BEEN EXCEEDED FOR THIS PROJECT AND NO REFORESTATION TREES ARE REQUIRED.

PROTECTED TREES WITHIN THE PROPOSED RIGHTS-OF-WAY ARE ALSO SHOWN ON THE LANDSCAPE PLAN. THE 85 TREES TO BE REMOVED DURING CONSTRUCTION ARE WITHIN THE ABOVE CALCULATED ONSITE DEVELOPMENT AREA.

PROTECTED TREES TO BE REMOVED

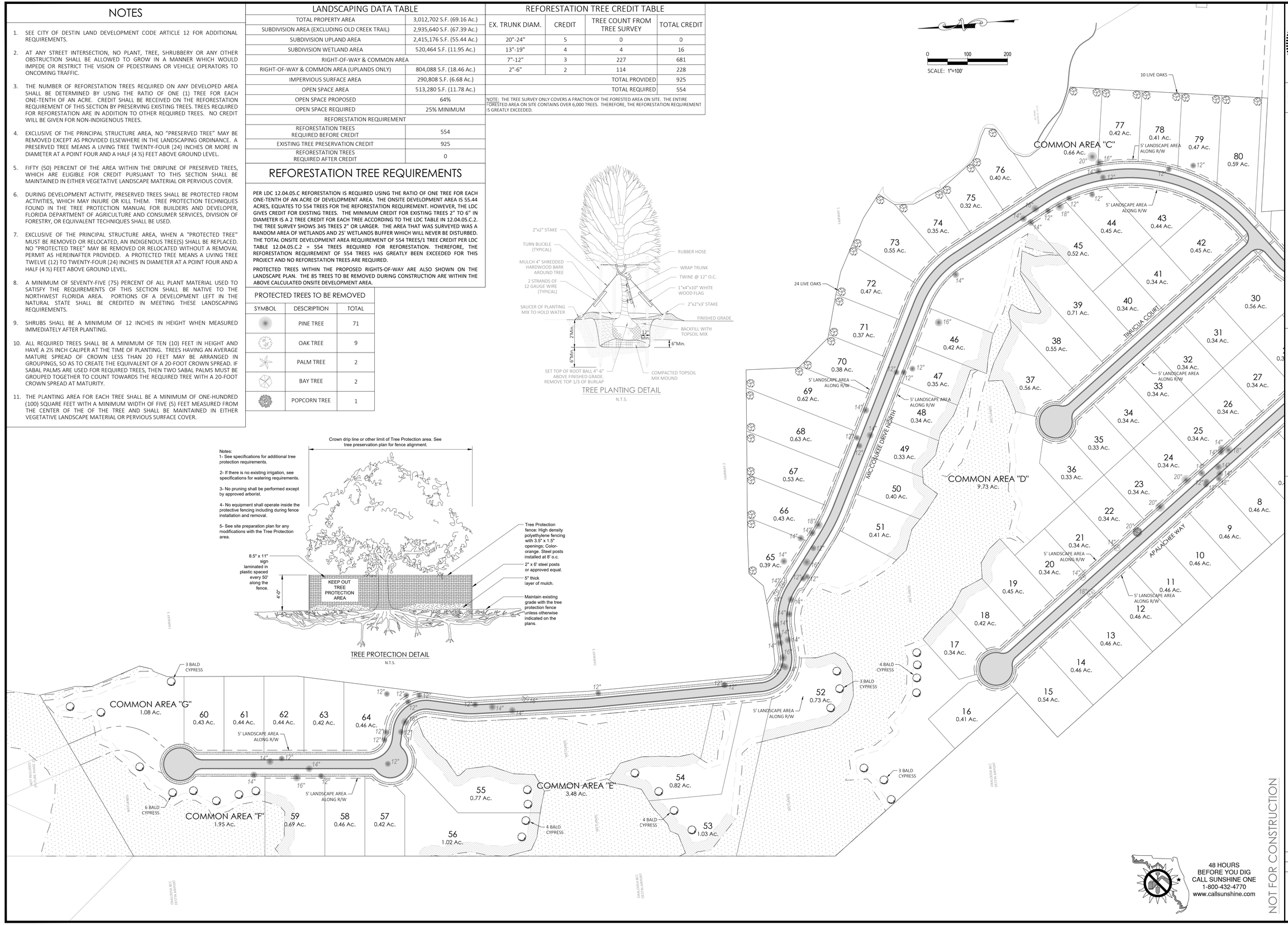
SYMBOL	DESCRIPTION	TOTAL
	PINE TREE	71
	OAK TREE	9
	PALM TREE	2
	BAY TREE	2
	POPCORN TREE	1

TREE PLANTING DETAIL

N.T.S.

TREE PROTECTION DETAIL

N.T.S.



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Certificate of Authorization No. 32308
434 Benning Drive, Destin, FL 32541
Phone: (850) 974-5421
rsbinkley@gmail.com

LICENSED PROFESSIONAL ENGINEER — STATE OF FLORIDA — No. 56762 — ROSS S. BINKLEY

REVISIONS:	DATE:
1 PER CITY COMMENTS	1/25/21
2 PER NWFWMD AND CITY OF DESTIN COMMENTS	2/17/21
3 PER CITY COMMENTS	3/5/21
4	
5	
6	

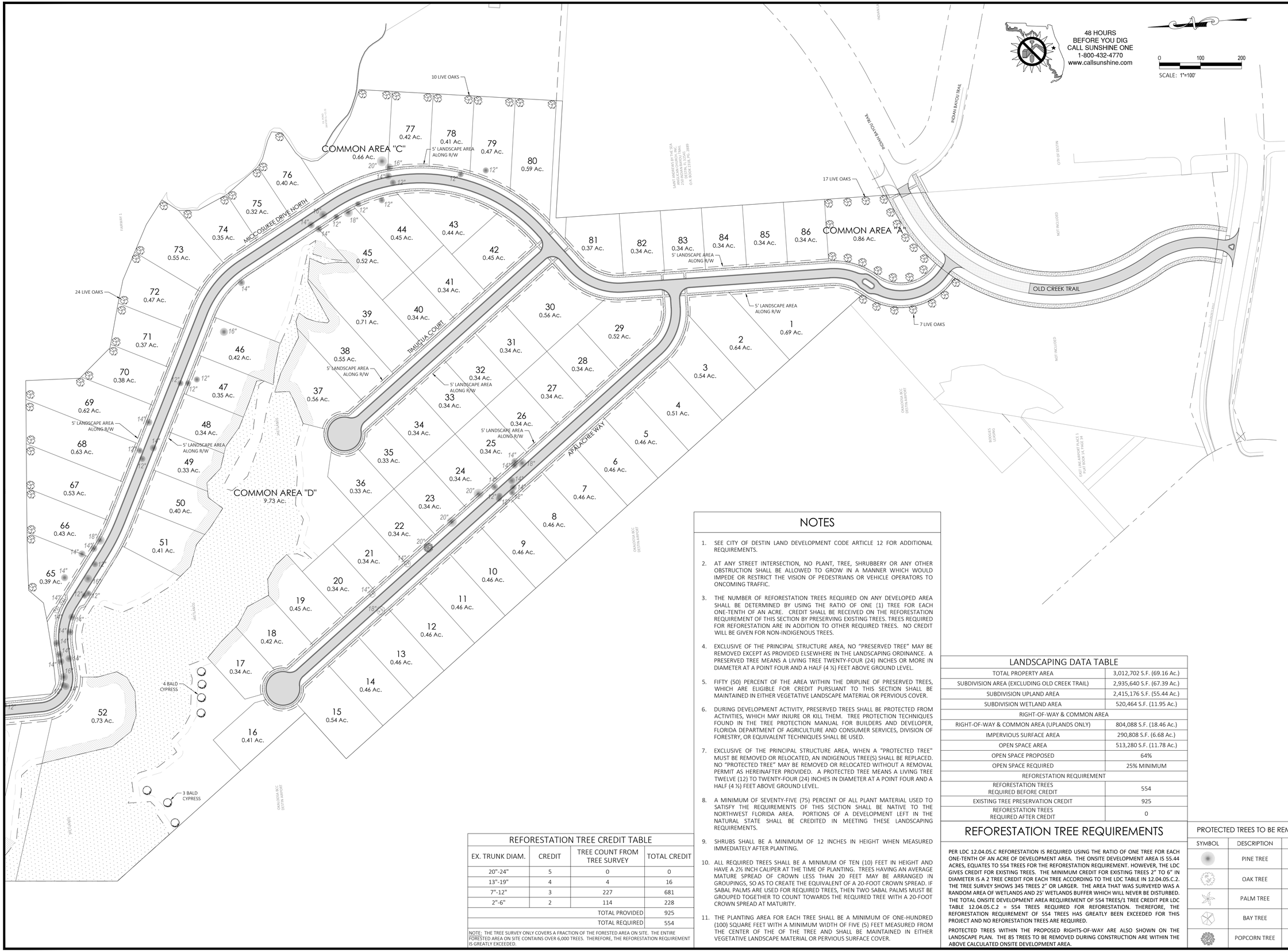
INDIAN BAYOU WEST

LANDSCAPE PLAN NORTH

NOT FOR CONSTRUCTION

48 HOURS BEFORE YOU DIG CALL SUNSHINE ONE 1-800-432-4770 www.callsunshine.com

DATE: 8/27/20
SCALE: 1"=100'
SHEET 6.1
TOTAL SHEETS 47



NOTES

1. SEE CITY OF DESTIN LAND DEVELOPMENT CODE ARTICLE 12 FOR ADDITIONAL REQUIREMENTS.
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5. FIFTY (50) PERCENT OF THE AREA WITHIN THE DRIPLINE OF PRESERVED TREES, WHICH ARE ELIGIBLE FOR CREDIT PURSUANT TO THIS SECTION SHALL BE MAINTAINED IN EITHER VEGETATIVE LANDSCAPE MATERIAL OR PERVIOUS COVER.
6. DURING DEVELOPMENT ACTIVITY, PRESERVED TREES SHALL BE PROTECTED FROM ACTIVITIES, WHICH MAY INJURE OR KILL THEM. TREE PROTECTION TECHNIQUES FOUND IN THE TREE PROTECTION MANUAL FOR BUILDERS AND DEVELOPER, FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, DIVISION OF FORESTRY, OR EQUIVALENT TECHNIQUES SHALL BE USED.
7. EXCLUSIVE OF THE PRINCIPAL STRUCTURE AREA, WHEN A "PROTECTED TREE" MUST BE REMOVED OR RELOCATED, AN INDIGENOUS TREE(S) SHALL BE REPLACED. NO "PROTECTED TREE" MAY BE REMOVED OR RELOCATED WITHOUT A REMOVAL PERMIT AS HEREINAFTER PROVIDED. A PROTECTED TREE MEANS A LIVING TREE TWELVE (12) TO TWENTY-FOUR (24) INCHES IN DIAMETER AT A POINT FOUR AND A HALF (4 ½) FEET ABOVE GROUND LEVEL.
8. A MINIMUM OF SEVENTY-FIVE (75) PERCENT OF ALL PLANT MATERIAL USED TO SATISFY THE REQUIREMENTS OF THIS SECTION SHALL BE NATIVE TO THE NORTHWEST FLORIDA AREA. PORTIONS OF A DEVELOPMENT LEFT IN THE NATURAL STATE SHALL BE CREDITED IN MEETING THESE LANDSCAPING REQUIREMENTS.
9. SHRUBS SHALL BE A MINIMUM OF 12 INCHES IN HEIGHT WHEN MEASURED IMMEDIATELY AFTER PLANTING.
10. ALL REQUIRED TREES SHALL BE A MINIMUM OF TEN (10) FEET IN HEIGHT AND HAVE A 2½ INCH CALIPER AT THE TIME OF PLANTING. TREES HAVING AN AVERAGE MATURE SPREAD OF CROWN LESS THAN 20 FEET MAY BE ARRANGED IN GROUPINGS, SO AS TO CREATE THE EQUIVALENT OF A 20-FOOT CROWN SPREAD. IF SABAL PALMS ARE USED FOR REQUIRED TREES, THEN TWO SABAL PALMS MUST BE GROUPED TOGETHER TO COUNT TOWARDS THE REQUIRED TREE WITH A 20-FOOT CROWN SPREAD AT MATURITY.
11. THE PLANTING AREA FOR EACH TREE SHALL BE A MINIMUM OF ONE-HUNDRED (100) SQUARE FEET WITH A MINIMUM WIDTH OF FIVE (5) FEET MEASURED FROM THE CENTER OF THE OF THE TREE AND SHALL BE MAINTAINED IN EITHER VEGETATIVE LANDSCAPE MATERIAL OR PERVIOUS SURFACE COVER.

REFORESTATION TREE CREDIT TABLE

EX. TRUNK DIAM.	CREDIT	TREE COUNT FROM TREE SURVEY	TOTAL CREDIT
20"-24"	5	0	0
13"-19"	4	4	16
7"-12"	3	227	681
2"-6"	2	114	228
		TOTAL PROVIDED	925
		TOTAL REQUIRED	554

NOTE: THE TREE SURVEY ONLY COVERS A FRACTION OF THE FORESTED AREA ON SITE. THE ENTIRE FORESTED AREA ON SITE CONTAINS OVER 6,000 TREES. THEREFORE, THE REFORESTATION REQUIREMENT IS GREATLY EXCEEDED.

LANDSCAPING DATA TABLE

TOTAL PROPERTY AREA	3,012,702 S.F. (69.16 Ac.)
SUBDIVISION AREA (EXCLUDING OLD CREEK TRAIL)	2,935,640 S.F. (67.39 Ac.)
SUBDIVISION UPLAND AREA	2,415,176 S.F. (55.44 Ac.)
SUBDIVISION WETLAND AREA	520,464 S.F. (11.95 Ac.)
RIGHT-OF-WAY & COMMON AREA	
RIGHT-OF-WAY & COMMON AREA (UPLANDS ONLY)	804,088 S.F. (18.46 Ac.)
IMPERVIOUS SURFACE AREA	290,808 S.F. (6.68 Ac.)
OPEN SPACE AREA	513,280 S.F. (11.78 Ac.)
OPEN SPACE PROPOSED	64%
OPEN SPACE REQUIRED	25% MINIMUM
REFORESTATION REQUIREMENT	
REFORESTATION TREES REQUIRED BEFORE CREDIT	554
EXISTING TREE PRESERVATION CREDIT	925
REFORESTATION TREES REQUIRED AFTER CREDIT	0

REFORESTATION TREE REQUIREMENTS

PER LDC 12.04.05.C REFORESTATION IS REQUIRED USING THE RATIO OF ONE TREE FOR EACH ONE-TENTH OF AN ACRE OF DEVELOPMENT AREA. THE ONSITE DEVELOPMENT AREA IS 55.44 ACRES, EQUATES TO 554 TREES FOR THE REFORESTATION REQUIREMENT. HOWEVER, THE LDC GIVES CREDIT FOR EXISTING TREES. THE MINIMUM CREDIT FOR EXISTING TREES 2" TO 6" IN DIAMETER IS A 2 TREE CREDIT FOR EACH TREE ACCORDING TO THE LDC TABLE IN 12.04.05.C.2. THE TREE SURVEY SHOWS 345 TREES 2" OR LARGER. THE AREA THAT WAS SURVEYED WAS A RANDOM AREA OF WETLANDS AND 25' WETLANDS BUFFER WHICH WILL NEVER BE DISTURBED. THE TOTAL ONSITE DEVELOPMENT AREA REQUIREMENT OF 554 TREES/1 TREE CREDIT PER LDC TABLE 12.04.05.C.2 = 554 TREES REQUIRED FOR REFORESTATION. THEREFORE, THE REFORESTATION REQUIREMENT OF 554 TREES HAS GREATLY BEEN EXCEEDED FOR THIS PROJECT AND NO REFORESTATION TREES ARE REQUIRED.

PROTECTED TREES WITHIN THE PROPOSED RIGHTS-OF-WAY ARE ALSO SHOWN ON THE LANDSCAPE PLAN. THE 85 TREES TO BE REMOVED DURING CONSTRUCTION ARE WITHIN THE ABOVE CALCULATED ONSITE DEVELOPMENT AREA.

PROTECTED TREES TO BE REMOVED

SYMBOL	DESCRIPTION	TOTAL
	PINE TREE	71
	OAK TREE	9
	PALM TREE	2
	BAY TREE	2
	POPCORN TREE	1

NOT FOR CONSTRUCTION

Licensed Professional: ROSS S. BINKLEY
LICENSE NUMBER: No. 56762
STATE OF FLORIDA
PROFESSIONAL ENGINEER
Ross S. Binkley, P.E. License No. 56762

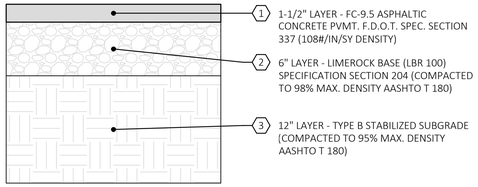
REVISIONS:	DATE:
1 PER CITY COMMENTS	1/25/21
2 PER NWFWMD AND CITY OF DESTIN COMMENTS	2/17/21
3 PER CITY COMMENTS	3/5/21
4	
5	
6	
7	

BINKLEY ENGINEERING
Certificate of Authorization No. 32308
434 Benning Drive, Destin, FL 32541
Phone: (850) 974-5421
rsbinkley@gmail.com

INDIAN BAYOU WEST

LANDSCAPE PLAN SOUTH

DATE: 8/27/20
SCALE: 1"=100'
SHEET
6.2
TOTAL SHEETS 47



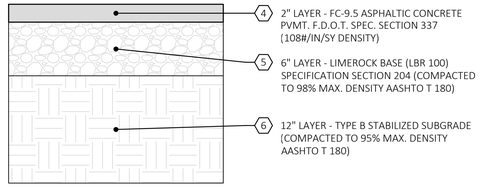
1-1/2" LAYER - FC-9.5 ASPHALTIC CONCRETE PVMT. F.D.O.T. SPEC. SECTION 337 (108#/IN/SY DENSITY)

6" LAYER - LIMEROCK BASE (LBR 100) SPECIFICATION SECTION 204 (COMPACTED TO 98% MAX. DENSITY AASHTO T 180)

12" LAYER - TYPE B STABILIZED SUBGRADE (COMPACTED TO 95% MAX. DENSITY AASHTO T 180)

STANDARD ASPHALT PAVEMENT

SCALE: 1-1/2" = 1'-0"



2" LAYER - FC-9.5 ASPHALTIC CONCRETE PVMT. F.D.O.T. SPEC. SECTION 337 (108#/IN/SY DENSITY)

6" LAYER - LIMEROCK BASE (LBR 100) SPECIFICATION SECTION 204 (COMPACTED TO 98% MAX. DENSITY AASHTO T 180)

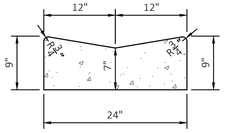
12" LAYER - TYPE B STABILIZED SUBGRADE (COMPACTED TO 95% MAX. DENSITY AASHTO T 180)

HEAVY DUTY ASPHALT PAVEMENT

SCALE: 1-1/2" = 1'-0"

NOTES:

1. CONCRETE STRENGTH SHALL BE 2,500 PSI (MIN.).
2. SEE SPECIFICATIONS FOR REQUIRED JOINT SPACING.

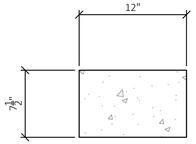


24" VALLEY GUTTER

SCALE: 1" = 1'-0"

NOTES:

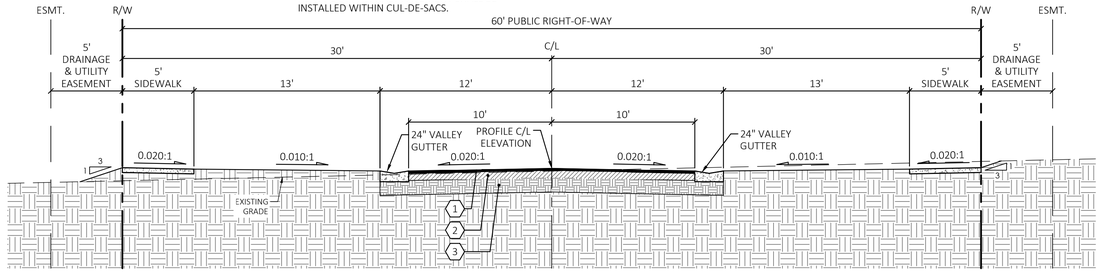
1. CONCRETE STRENGTH SHALL BE 2,500 PSI (MIN.).
2. SEE SPECIFICATIONS FOR REQUIRED JOINT SPACING.



12" FLAT CURB

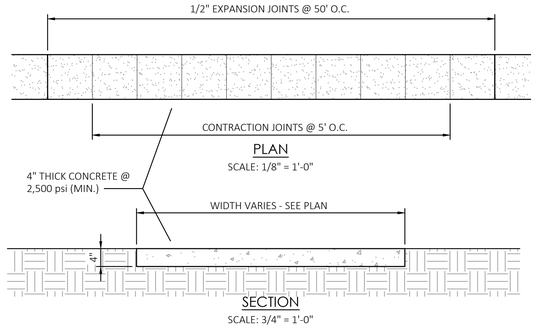
SCALE: 1-1/2" = 1'-0"

NOTE:
HEAVY DUTY ASPHALT PAVEMENT SHALL BE INSTALLED WITHIN CUL-DE-SACS.



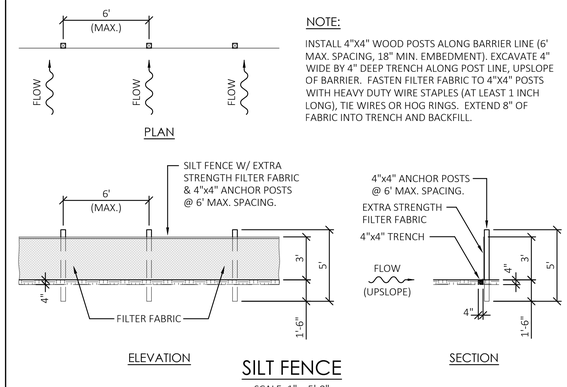
TYPICAL ROADWAY SECTION

SCALE: 1" = 5'



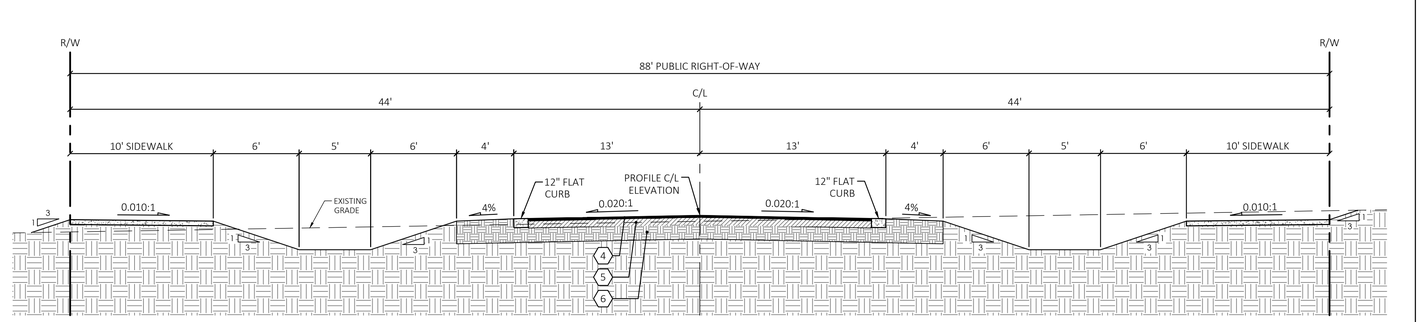
CONCRETE SIDEWALK

SCALE: AS SHOWN



SILT FENCE

SCALE: 1" = 5'-0"



OLD CREEK TRAIL SECTION

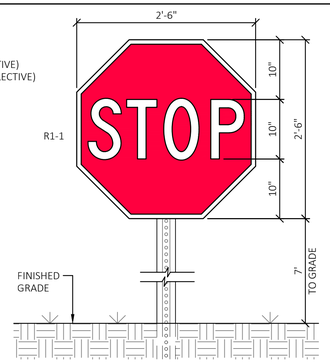
SCALE: 1" = 5'

COLORS:

LEGEND - WHITE (RETROREFLECTIVE)
BACKGROUND - RED (RETROREFLECTIVE)

NOTE:

EMBED SIGN POST 2'-6" (MIN.) INTO FINISHED GRADE.

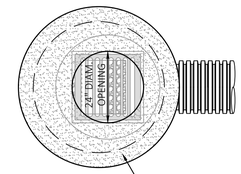


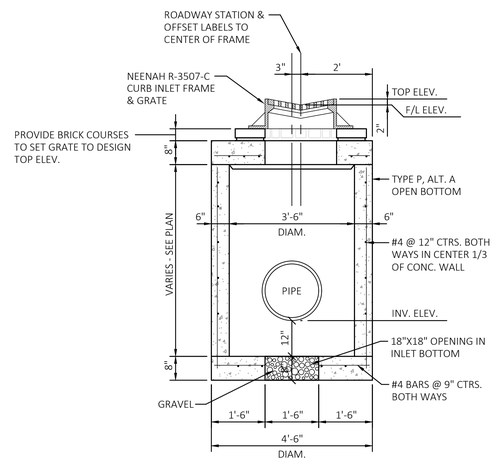
STOP SIGN

SCALE: 1" = 1'-0"

NOTES:

1. INLET BOTTOM 12" LOWER THAN PIPE INVERT SHOWN ON PLANS.
2. SEE F.D.O.T. STANDARD INDEX NO. 200 OF THE LATEST EDITION FOR ADDITIONAL DETAILS.
3. SEE PLAN FOR REQUIRED PIPE MATERIAL AND DIAMETER.
4. FRAME AND GRATE SHALL BE SLOPED ALONG PAVEMENT EDGE TO MATCH ROADWAY PROFILE GRADE.





VALLEY GUTTER INLET

SCALE: 1/2" = 1'-0"

NOT FOR CONSTRUCTION

Licensed Professional Engineer: Ross S. Binkley
STATE OF FLORIDA PROFESSIONAL ENGINEER
No. 56762
Ross S. Binkley, P.E. No. 56762

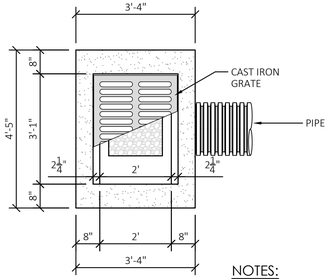
REVISIONS:	DATE:
PER CITY COMMENTS	1/25/21
PER NWFWMD AND CITY OF DESTIN COMMENTS	2/17/21

BINKLEY ENGINEERING
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434 Benning Drive, Destin, FL 32541
Phone: (850) 974-5421
rsbinkley@gmail.com

INDIAN BAYOU WEST

DETAILS

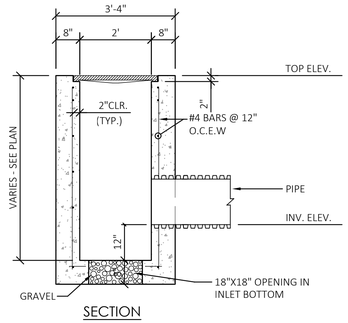
DATE: 8/27/20
SCALE: AS SHOWN
SHEET
7.1
TOTAL SHEETS 47



PLAN

NOTES:

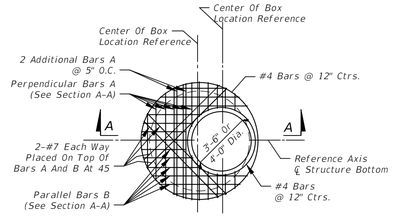
1. INLET BOTTOM 12" LOWER THAN PIPE INVERT SHOWN ON PLANS.
2. SEE F.D.O.T. STANDARD INDEX DRAWING NO.'s 201 & 232 OF THE LATEST EDITION FOR ADDITIONAL DETAILS.
3. SEE PLAN FOR REQUIRED TYPE OF PIPE AND PIPE DIAMETER.



SECTION

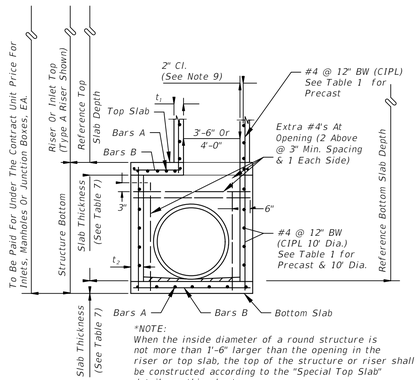
TYPE "C" INLET

SCALE: 1/2" = 1'-0"



NOTE:
Not Applicable For Type A, B, C, D & E Ditch Bottom Inlets Or Type S & V Gutter Inlets. See Index Nos. 220, 221, 230, 231 & 232.

TOP SLAB REINFORCING STEEL DIAGRAM (ALTERNATE A)



*NOTE:
When the inside diameter of a round structure is not more than 1'-6" larger than the opening in the riser or top slab, the top of the structure or riser shall be constructed according to the "Special Top Slab" details on this sheet.

SECTION A-A
(ALTERNATE A)

GENERAL NOTES

1. Standard structure bottoms 4'-0" diameter and smaller (Alt. A) and 3'-6" square (Alt. B) are designated Type P. Larger standard structure bottoms are designated Type J. Risers are permitted for all structures. Round risers are designated Type A, square risers are designated Type B.
2. Walls of circular structures (Alt. A) constructed in place may be of brick or reinforced concrete. Precast and rectangular structures (Alt. B) shall be constructed of reinforced concrete only.
3. Wall thickness and reinforcement are for either reinforced cast-in-place or precast concrete units except that precast circular units may be furnished with walls in accordance with ASTM C478 (see modified wall thicknesses in Table 1).
4. Top and bottom slab thickness and reinforcement are for precast and cast-in-place construction. All concrete shall be of Class II concrete, except use Class IV concrete when shown in the Plans, for special applications of structures located in extremely aggressive environments. Concrete as specified in ASTM C478 (4000 psi) may be used in lieu of Class II concrete for precast items manufactured in accordance with Specifications Section 449.
5. All reinforcement shown is Grade 60 steel, deformed bar. Equivalent area Grade 40 steel or equivalent area smooth or deformed welded wire reinforcement in accordance with Specification Section 931 may be substituted according to Index No. 201, unless otherwise noted.
6. Except when ACI hooks are specifically required, reinforcement in top and bottom slab shall be straight embedment.
7. All reinforcement must have 2" minimum cover except for 3'-6" diameter precast circular units manufactured under ASTM C478, keyed construction otherwise shown. Additional bars used to restrain hole formers for precast structures with grouted pipe connections,may be left flush with the hole surface. Cut or bend reinforcement at pipe openings to maintain cover. Exposed ends of reinforcing at precast pipe openings and grouted joints must be removed to 1" below the concrete surface and sealed with a Type F epoxy in accordance with Specification Section 926. Horizontal steel in rectangular structures shall be lapped a minimum of 30 bar diameters or by standard hooks at corners.
8. The corner fillets shown are necessary for rectangular structures used with circular risers and inlet throats and when used on skew with rectangular risers, inlets and inlet throats. Fillets will be required in the top slab of the Alt. A structure bottoms when used with the Alt. B risers. Each fillet shall be reinforced with two #5 bars.
9. Type J structure bottoms must have a minimum 6'-0" wall height when possible, for maintenance access.

ROUND STRUCTURE BOTTOMS (ALTERNATE A) & ROUND RISERS- TABLE 1
Wall Thickness (t_1 & t_2) and Vertical & Horizontal Areas of Reinforcement (A_s)

Type	Structure/Riser Diameter (ft)	Cast-In-Place Items Class II Concrete			Precast Items				
					Class II Concrete			ASTM C478	
		t_1 Riser (in.)	t_2 Bottom (in.)	A_s (in^2/ft.)	t_1 Riser (in.)	t_2 Bottom (in.)	A_s (in^2/ft.)	t_1 or t_2 (in.)	A_s *** (in^2/ft.)
P	3'-6"	6	8	0.20	6	8	0.20	4**	0.105
P	4'-0"	6	8	0.20	6	8	0.20	5**	0.120
J	5'-0"	–	8	0.20	–	8	0.20	6**	0.150
J	6'-0"	–	8	0.20	–	8	0.20	6	0.180
J	7'-0"	–	8	0.20	–	8	0.20	7	0.210
J	8'-0"	–	8	0.20	–	8	0.20	8	0.240
J	10'-0"	–	10	0.40##	–	10	0.40##	10	0.300
J	12'-0"	–	10	0.40##	–	12	0.40##	12	0.360

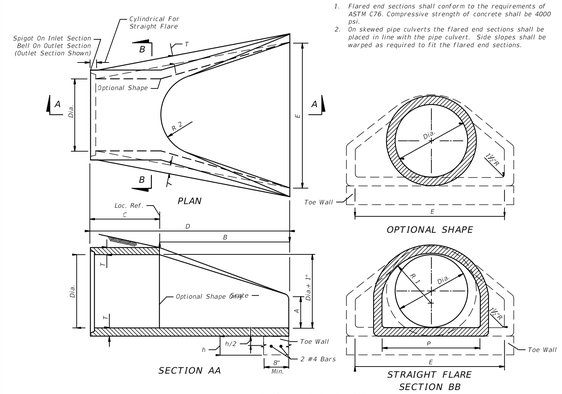
TABLE 1 NOTES:
##Provide 0.20 sq. in./ft. at each face, 12" max. bar spacing.
**Modified minimum wall thickness.
***Min. total circumferential reinforcement for continuous steel hoops:
A_s = 0.50 sq. in. for riser section height equal or less than 2'-0" (2 hoop min.)
A_s = 0.75 sq. in. for riser section height more than 2'-0" up to 4'-0" (3 hoop min.)
Areas of reinforcing for precast items are based on Grade 60 reinforcing;
No reduction in the area of reinforcement is allowed for welded wire fabric in Table 1;
Area of vertical reinforcing may be reduced in accordance with ASTM C478.

TYPE "C" INLET ROUND BOTTOM

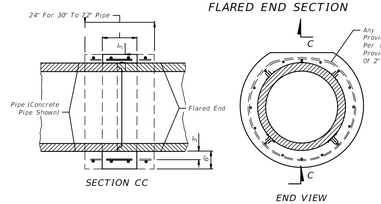
SCALE: 1/2" = 1'-0"

GENERAL NOTES

1. Flared end sections shall conform to the requirements of ASTM C76. Compressive strength of concrete shall be 4000 psi.
2. On skewed pipe culverts the flared end sections shall be placed in line with the pipe culvert. Side slopes shall be warped as required to fit the flared end sections.



FLARED END SECTION

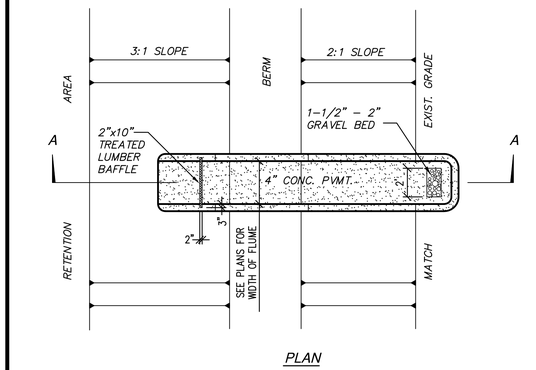


REINFORCED CONCRETE JACKET DETAIL

DIA.	T	REINF. (in2/ft)	BELL Or Spigot	A	B	C	D	E	P	R 1	R 2	FLAT	WEIGHT (lb)	h	TOE WALL CLASS I CONC (CY)
12"	2"	0.07	1¾"	4"	2'-0"	4'-0⅛"	6'-0⅛"	2'-0"	19'-9⅛"	10⅛"	9"	36°	530	12"	.06
15"	2⅛"	0.07	2"	6"	2'-3"	3'-10"	6'-1"	2'-6"	24'-8⅛"	12⅛"	11"	39°	740	12"	.07
18"	2½"	0.07	2⅛"	9"	2'-3"	3'-10"	6'-1"	3'-0"	29"	15⅛"	12"	4"	990	15"	.11
21"	2⅝"	0.07	2⅜"	9"	2'-11"	3'-2"	6'-1"	3'-6"	33'-9⅛"	16⅛"	13"	4"	1280	15"	.12
24"	3"	0.07	2⅝"	9"	2'-11"	3'-2"	6'-1"	4'-0"	33'-9⅛"	16'-9⅛"	14"	4"	1520	18"	.17

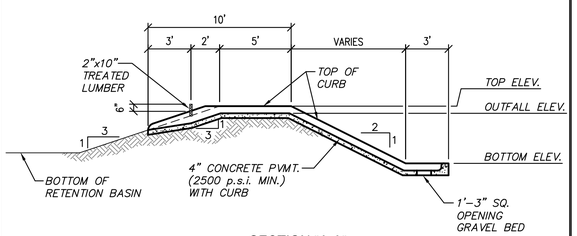
FLARED END SECTION

SCALE: 1/2" = 1'-0"



PLAN

NOTE: SEE GRADING & DRAINAGE PLAN FOR TOP, OUTFALL, & BOTTOM ELEVATIONS.



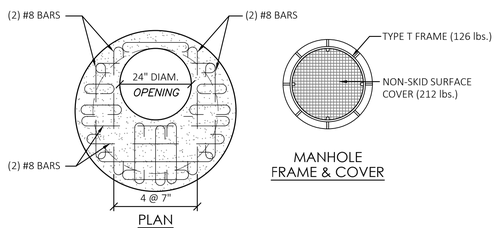
SECTION "A-A"

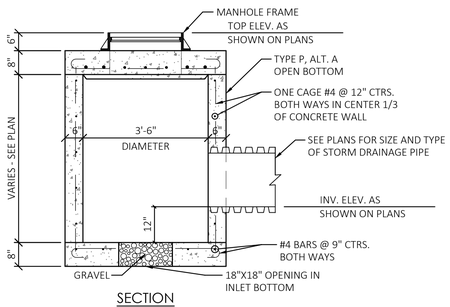
CONCRETE OVERFLOW FLUME

SCALE: 1" = 5'-0"

NOTES:

1. INLET BOTTOM 12" LOWER THAN PIPE INVERT SHOWN ON PLANS.
2. SEE F.D.O.T. STANDARD INDEX DRAWING NO.'s 201 & 232 OF THE LATEST EDITION FOR ADDITIONAL DETAILS.
3. SEE PLAN FOR REQUIRED TYPE OF PIPE AND PIPE DIAMETER. ALL REINFORCEMENT #6 BARS EXCEPT (6) #8 BARS SHOWN. BARS SPACED @ 6" O.C.
4. BOTH WAYS EXCEPT MIDDLE BARS SHOWN @ 7" O.C. ALL BARS TO HAVE ACI STANDARD HOOKS CANTED APPROX. 45°.





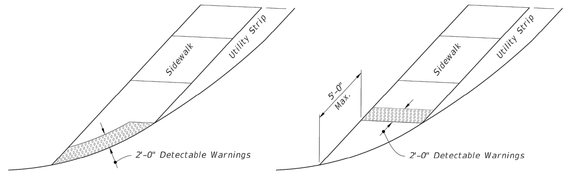
SECTION

STORM MANHOLE

SCALE: 1/2" = 1'-0"

GENERAL NOTES:

1. Cross Slopes and Grades:
   A. Sidewalk, ramp, and landing slopes (i.e. 0.02, 0.05, and 1:12) shown in this Index are maximums. With approval of the Engineer, provide the minimum feasible slope where the requirements cannot be met.
   B. Landings must have cross-slopes less than or equal to 0.02 in any direction.
   C. Maintain a single longitudinal slope along each side of the curb ramp. Ramp slopes are not required to exceed 15 feet in length.
   D. Joints permitted at the location of Slope Breaks. Otherwise locate joints in accordance with Index 522-001. No joints are permitted within the ramp portion of the Curb Ramp.
2. Curb, Curb and Gutter and/or Sidewalk:
   A. Refer to Index 522-001 for concrete thickness and sidewalk details.
   B. Remove any existing curb, curb and gutter, or sidewalk to the nearest joint beyond the curb transition or to the extent that no remaining section is less than 5 feet long.
3. Curb Ramp Alpha-Identification:
   A. Sidewalk curb ramp alpha-identifications (e.g. CR-A) are provided for reference purposes in the Plans.
   B. Alpha-identifications CR-I and CR-J are intentionally omitted.
4. Detectable Warnings:
   A. Install detectable warnings in accordance with Specification 527.
   B. Place detectable warnings across the full width of the ramp or landing, to a minimum depth of 2 feet measured perpendicular to the curb line and no greater than 5 feet from the back of the curb or edge of pavement.
   C. If detectable warnings are shown in the Plans on slopes greater than 5%, align the truncated domes with the centerline of the ramp; otherwise, the truncated domes are not required to be aligned.
5. Detectable Warnings - Acceptance Criteria:
   A. Color and texture shall be complete and uniform.
   B. 90% of individual truncated domes shall be in accordance with the Americans with Disabilities Act Standards for Transportation Facilities, Section 705.
   C. There shall be no more than 4 non-compliant domes in any one square foot.
   D. Non-compliant domes shall not be adjacent to other non-compliant domes.
   E. Surfaces shall not deviate more than 0.10" from a true plane.



DETECTABLE WARNING ON FLUSH SHOULDER SIDEWALKS

CURB RAMPS WITHOUT SIDEWALKS AND FLUSH SHOULDER SIDEWALKS

ECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX 522-002	SHEET 6 of 7

LAST REVISION	DESCRIPTION:	FDOT	FY 202 STANDARD
11/01/19	REVISION		

NOT FOR CONSTRUCTION

Licensed Business: 32308
ROBERT S. BINKLEY, JR.
No. 56762
STATE OF FLORIDA
PROFESSIONAL ENGINEER
Robert S. Binkley, Jr., P.E. No. 56762

DATE:	REVISIONS:
1/25/21	PER CITY COMMENTS
2/17/21	PER NWFWMD AND CITY OF DESTIN COMMENTS

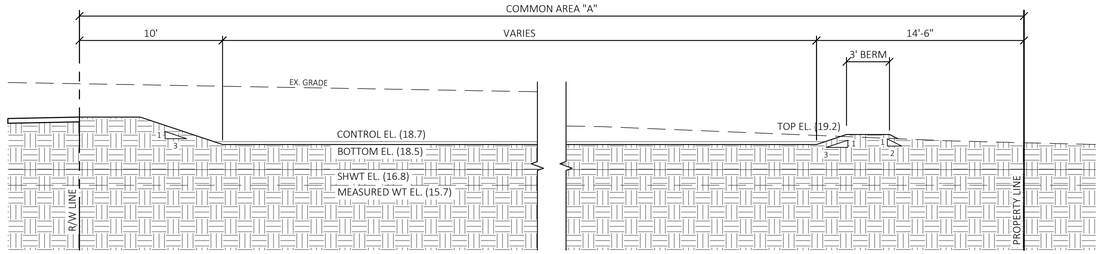
BINKLEY ENGINEERING
Certificate of Authorization No. 32308
434 Benning Drive, Destin, FL 32541
Phone: (850) 974-5421
rsbinkley@gmail.com

INDIAN BAYOU WEST

DETAILS

DATE: 8/27/20
SCALE: AS SHOWN
SHEET 7.2
TOTAL SHEETS 47

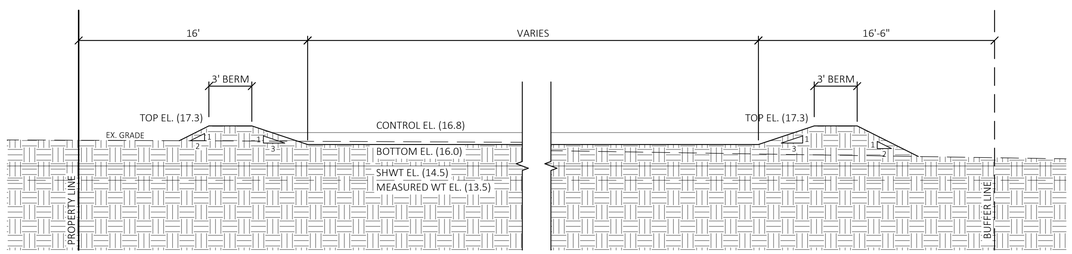
NOTE:
ALL SLOPES 3:1 AND STEEPER SHALL BE SOLID SODDED. BERM SIDES AND TOP SHALL BE SOLID SODDED. BASIN BOTTOM MAY BE SEEDED OR SODDED.



RETENTION BASIN "A" SECTION

SCALE: 1" = 5'-0"

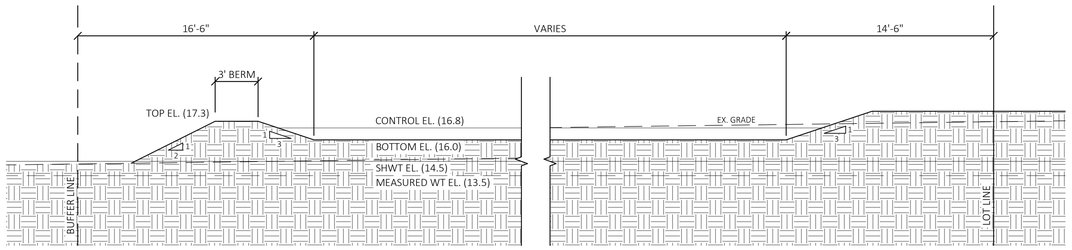
NOTE:
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RETENTION BASIN "B" SECTION A-A

SCALE: 1" = 5'-0"

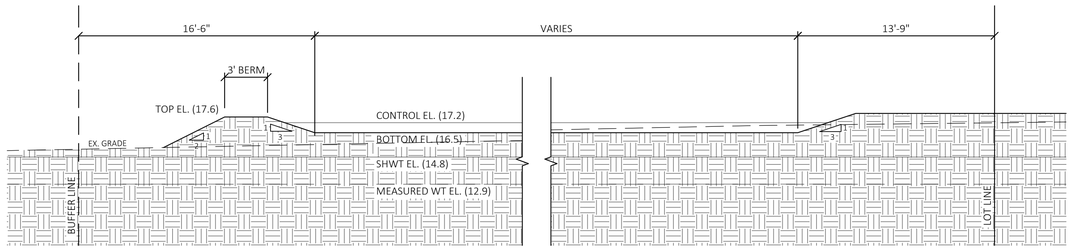
NOTE:
ALL SLOPES 3:1 AND STEEPER SHALL BE SOLID SODDED. BERM SIDES AND TOP SHALL BE SOLID SODDED. BASIN BOTTOM MAY BE SEEDED OR SODDED.



RETENTION BASIN "B" SECTION B-B

SCALE: 1" = 5'-0"

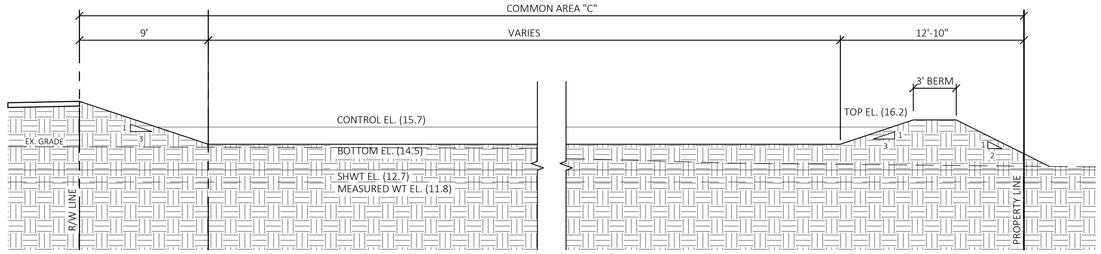
NOTE:
ALL SLOPES 3:1 AND STEEPER SHALL BE SOLID SODDED. BERM SIDES AND TOP SHALL BE SOLID SODDED. BASIN BOTTOM MAY BE SEEDED OR SODDED.



RETENTION BASIN "C" SECTION

SCALE: 1" = 5'-0"

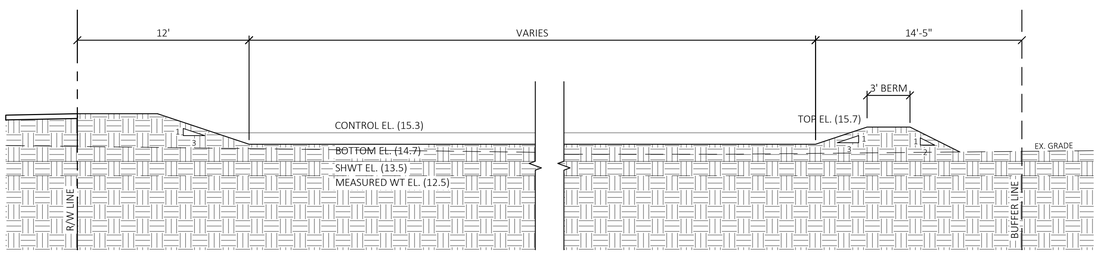
NOTE:
ALL SLOPES 3:1 AND STEEPER SHALL BE SOLID SODDED. BERM SIDES AND TOP SHALL BE SOLID SODDED. BASIN BOTTOM MAY BE SEEDED OR SODDED.



RETENTION BASIN "D" SECTION

SCALE: 1" = 5'-0"

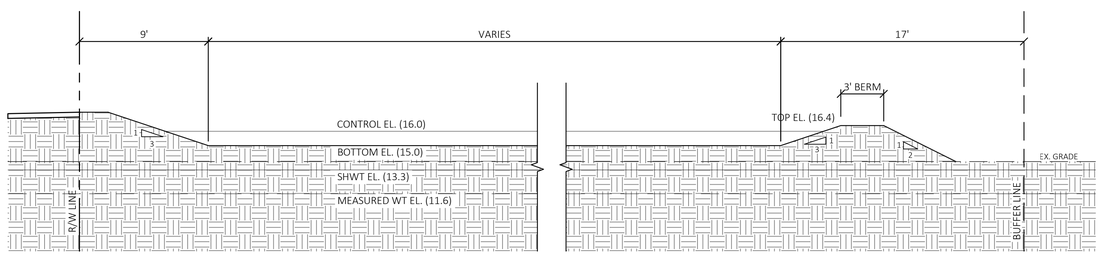
NOTE:
ALL SLOPES 3:1 AND STEEPER SHALL BE SOLID SODDED. BERM SIDES AND TOP SHALL BE SOLID SODDED. BASIN BOTTOM MAY BE SEEDED OR SODDED.



RETENTION BASIN "E" SECTION

SCALE: 1" = 5'-0"

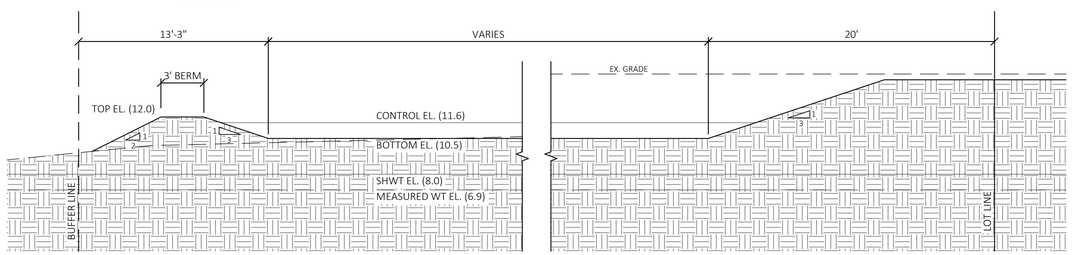
NOTE:
ALL SLOPES 3:1 AND STEEPER SHALL BE SOLID SODDED. BERM SIDES AND TOP SHALL BE SOLID SODDED. BASIN BOTTOM MAY BE SEEDED OR SODDED.



RETENTION BASIN "F" SECTION

SCALE: 1" = 5'-0"

NOTE:
ALL SLOPES 3:1 AND STEEPER SHALL BE SOLID SODDED. BERM SIDES AND TOP SHALL BE SOLID SODDED. BASIN BOTTOM MAY BE SEEDED OR SODDED.



RETENTION BASIN "G" SECTION

SCALE: 1" = 5'-0"

NOT FOR CONSTRUCTION

LICENSED PROFESSIONAL ENGINEER
ROSS S. BINKLEY
No. 56762
STATE OF FLORIDA
PROFESSIONAL ENGINEER
Ross S. Binkley, PE No. 56762

DATE: 2/17/21

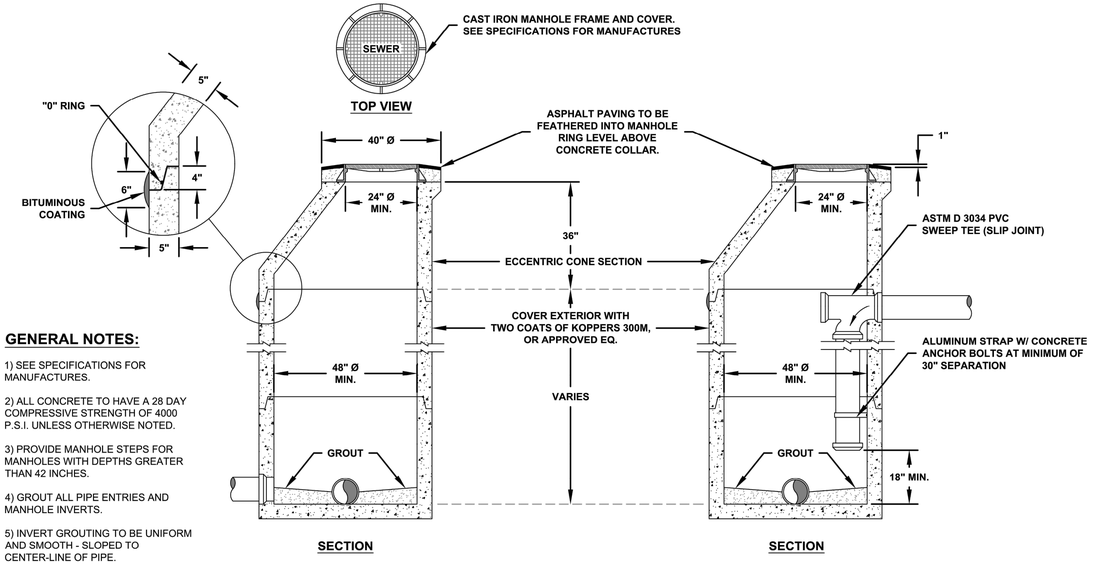
REVISIONS:
- PER NWFWMD AND CITY OF DESTIN COMMENTS

BINKLEY ENGINEERING
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rsbinkley@gmail.com

INDIAN BAYOU WEST

RETENTION BASIN SECTIONS

DATE: 1/25/20
SCALE: AS SHOWN
SHEET
7.3
TOTAL SHEETS 47



GENERAL NOTES:

1) SEE SPECIFICATIONS FOR MANUFACTURES.

2) ALL CONCRETE TO HAVE A 28 DAY COMPRESSIVE STRENGTH OF 4000 P.S.I. UNLESS OTHERWISE NOTED.

3) PROVIDE MANHOLE STEPS FOR MANHOLES WITH DEPTHS GREATER THAN 42 INCHES.

4) GROUT ALL PIPE ENTRIES AND MANHOLE INVERTS.

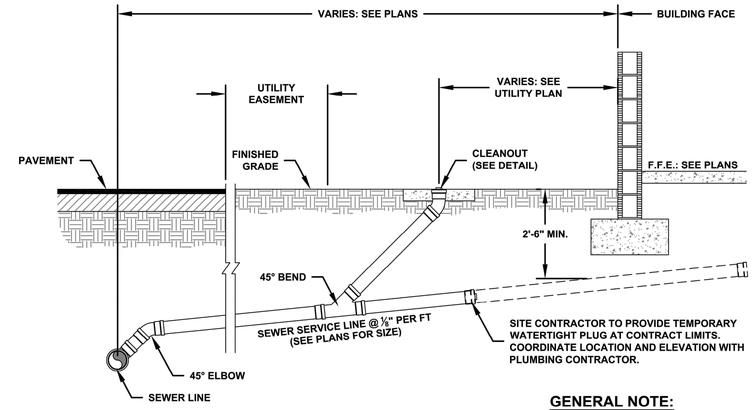
5) INVERT GROUTING TO BE UNIFORM AND SMOOTH - SLOPED TO CENTER-LINE OF PIPE.

STANDARD MANHOLE DETAIL

SCALE: 1" = 2'

DROP MANHOLE DETAIL

SCALE: 1" = 2'

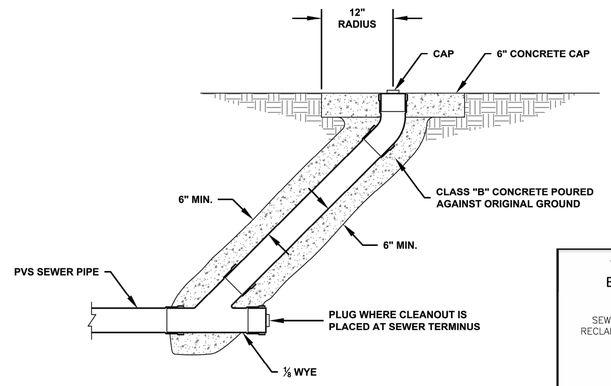


GENERAL NOTE:

1) SEWER CONNECTION TO BE MADE OF MANUFACTURED WYES. INVERT OF CONNECTION TO BE AT ELEVATION OF TOP OF MAIN.

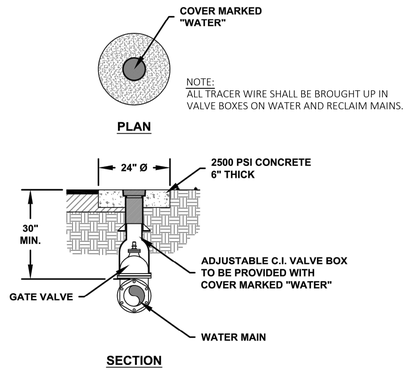
SEWER SERVICE DETAIL

SCALE: 1" = 2'



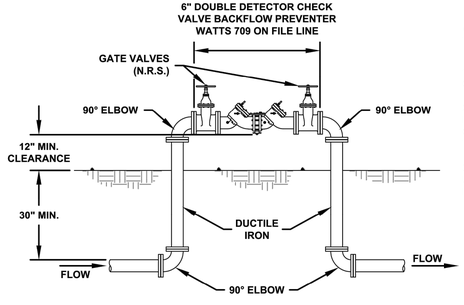
CLEANOUT DETAIL

SCALE: 1" = 1'



GATE VALVE AND VALVE BOX DETAIL

SCALE: 1" = 2'



GENERAL NOTES:

1) ALL FITTINGS SHALL BE CAST OR DUCTILE IRON.

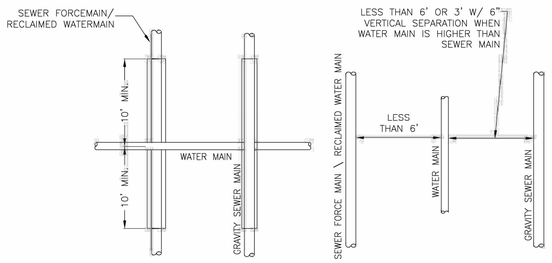
2) PROVIDE THRUST BLOCKS FOR BELOW GROUND FITTINGS, SEE THRUST BLOCK DETAIL.

3) PROVIDE SUPPORTS UNDER BACKFLOW PREVENTER AS REQUIRED.

BACKFLOW PREVENTER DETAIL

SCALE: 1" = 2'

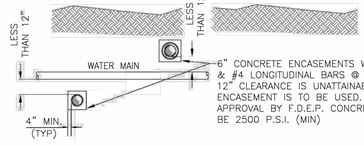
TO BE USED ONLY WHEN STANDARD SEPARATION (DETAIL M35A) CANNOT BE PROVIDED. USE OF PROVISIONS OF THIS DETAIL TO BE APPROVED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION



CROSSING - PLAN PARALLEL - PLAN

USE ANY OF THE FOLLOWING:

1.) GRAVITY SEWER ONLY – USE PRESSURE RATED PIPE PER AWWA STDS.
2.) ALL MAIN TYPES – USE WELDED OR FUSED JOINTS FOR EITHER WATER OR OTHER MAIN
3.) ALL MAIN TYPES – USE WATERTIGHT CASING PIPE OR CONCRETE ENCASEMENT PER DETAIL BELOW



CROSSING - SECTION

GENERAL NOTES:

1. WHERE AN UNDERGROUND WATER MAIN IS BEING LAID LESS THAN THE REQUIRED MINIMUM HORIZONTAL DISTANCE FROM ANOTHER PIPELINE AND WHERE AN UNDERGROUND WATER MAIN IS CROSSING ANOTHER PIPELINE AND IS BEING LAID LESS THAN THE REQUIRED MINIMUM VERTICAL DISTANCE FROM THE OTHER PIPELINE:
   1.1. USE OF PIPE, OR CASING PIPE, HAVING HIGH IMPACT STRENGTH (I.E., HAVING AN IMPACT STRENGTH AT LEAST EQUAL TO THAT OF 0.25-INCH THICK DUCTILE IRON PIPE) OR CONCRETE ENCASEMENT AT LEAST FOUR INCHES THICK FOR THE WATER MAIN; AND
   1.2. USE OF PIPE, OR CASING PIPE, HAVING HIGH IMPACT STRENGTH (I.E., HAVING AN IMPACT STRENGTH AT LEAST EQUAL TO THAT OF 0.25-INCH THICK DUCTILE IRON PIPE) OR CONCRETE ENCASEMENT AT LEAST FOUR INCHES THICK FOR THE OTHER PIPELINE IF IT IS NEW AND IS CONVEYING WASTEWATER OR RECLAIMED WATER.
2. THE USE OF ANY ASPECT OF THIS DETAIL MUST BE APPROVED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

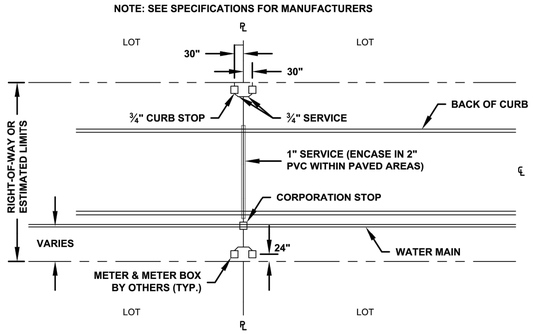
DESTIN WATER USERS, INC.
14 INDUSTRIAL PARK LANE,
DESTIN, FL 32541
(850) 837-6146

NOTES:
SCALE AS SHOWN

DWU TYPICAL DETAILS

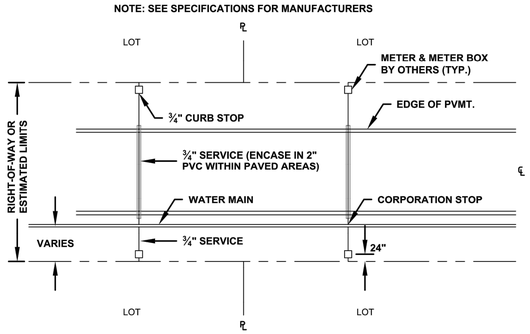
REV #	DATE	BY	REASON
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DATE: 2014
REVISION DATE: 2014
DRAWN BY: ER
REVIEWED BY: MASS
SHEET: 7.4 OF 47



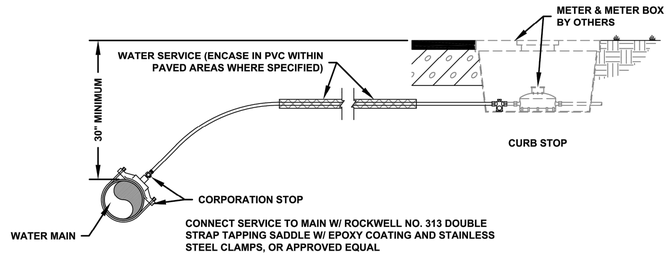
DOUBLE WATER SERVICE CONNECTION PLAN

SCALE: 1" = 20'



SINGLE WATER SERVICE CONNECTION PLAN

SCALE: 1" = 20'



WATER SERVICE CONNECTION DETAIL

SCALE: N.T.S.

GENERAL NOTES:

1) THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING BACTERIOLOGICAL EXAMINATIONS ON ALL NEW WATER MAINS (AS REQUIRED BY AND TO THE SATISFACTION OF) THE DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES. THESE REQUIREMENTS NECESSITATE A SATISFACTORY SAMPLE AT EACH SAMPLE LOCATION FOR TWO CONSECUTIVE DAYS. IF THE EXAMINATION IS BY PERSONS OTHER THAN THE LOCAL HEALTH DEPARTMENT, THEN THE CONTRACTOR SHALL BE RESPONSIBLE FOR DELIVERING THE LABORATORY REPORTS TO THE ENGINEER FOR SUBMITTAL TO THE STATE DEPARTMENT OF ENVIRONMENTAL PROTECTION (D.E.P.).

2) INSTALLATION OF WATER MAINS AND SERVICES SHALL COMPLY WITH ALL GOVERNING AUTHORITIES.

3) THE CONTRACTOR SHALL VERIFY ALL FIELD DIMENSIONS AND REPORT ANY DISCREPANCIES PRIOR TO COMMENCING WORK.

4) ALL PIPES SHALL BE PVC UNLESS OTHERWISE NOTED OR REQUIRED. ALL MAINS TO BE MARKED WITH NO. 14 INSULATED COPPER TRACER WIRE TO FACILITATE THEIR LOCATIONS.

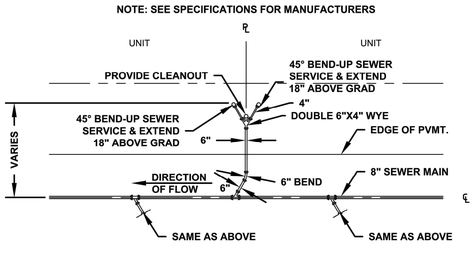
5) THE CONTRACTOR SHALL PROVIDE A MINIMUM OF 36" OF COVER OVER WATER MAINS WITHIN PAVED AND UNPAVED AREAS.

OTHER PIPE	HORIZONTAL SEPARATION	CROSSINGS (SEE NTOE 1)	JOINT SPACING @ CROSSINGS (FULL JOINT CENTERED)
STORM SEWER, STORMWATER FORCE MAIN, RECLAIMED WATER	WATER MAIN 3' MIN.	WATER MAIN 12" MIN. EXCEPT FOR STORM SEWER, THEN 6" IS THE MIN. AND 12" IS PREFERRED	ALTERNATE 3' MIN. WATER MAIN
VACUUM SANITARY SEWER	WATER MAIN 10' PREFERRED 3' MIN.	WATER MAIN 12" PREFERRED 6" MIN.	ALTERNATE 3' MIN. WATER MAIN
GRAVITY OR PRESSURE SANITARY SEWER, SANITARY SEWER FORCE MAIN	WATER MAIN 10' PREFERRED 6' MIN. (SEE NTOE 2)	WATER MAIN 12" MIN. EXCEPT FOR GRAVITY SEWER, THEN 6" IS THE MIN. AND 12" IS PREFERRED	ALTERNATE 6' MIN. WATER MAIN
ON - SITE SEWAGE TREATMENT & DISPOSAL SYSTEM	10' MIN.	-----	-----

(1) WATER MAIN SHOULD CROSS ABOVE OTHER PIPE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MIN. SEPARATION IS 12".

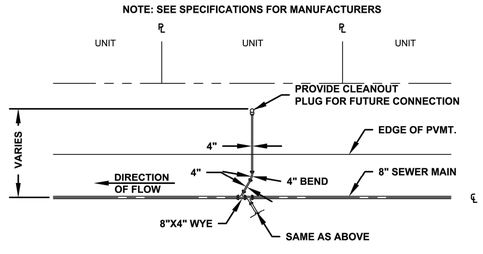
(2) 3' FOR GRAVITY SANITARY SEWER WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6" ABOVE THE TOP OF THE GRAVITY SANITARY SEWER.

(3) IF REQUIRED SEPARATION CANNOT BE PROVIDED SEE DETAIL M-35B FOR REQ'D ADDITIONAL PROTECTION.



DOUBLE SANITARY SEWER SERVICE CONNECTION PLAN

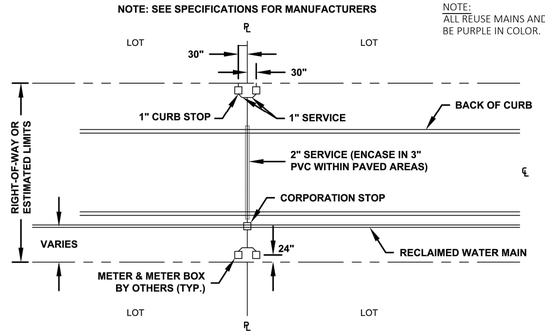
SCALE: 1" = 20'



SINGLE SANITARY SEWER SERVICE CONNECTION PLAN

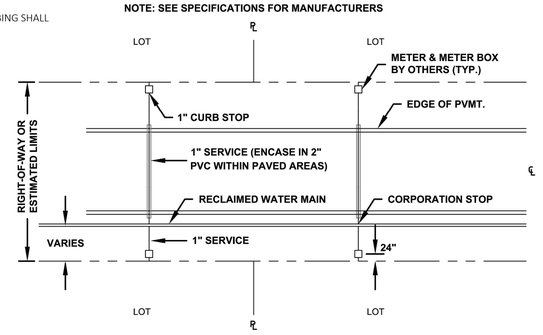
SCALE: 1" = 20'

NOTE:
ALL REUSE MAINS AND SERVICE TUBING SHALL BE PURPLE IN COLOR.



DOUBLE RECLAIMED WATER SERVICE CONNECTION PLAN

SCALE: 1" = 20'



SINGLE RECLAIMED WATER SERVICE CONNECTION PLAN

SCALE: 1" = 20'

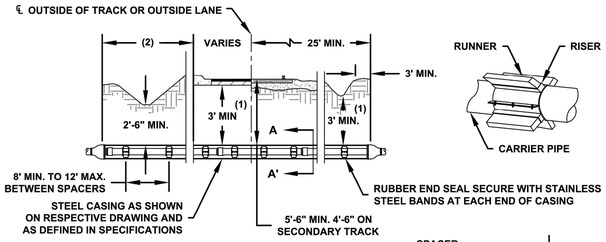
DESTIN WATER USERS, INC.
14 INDUSTRIAL PARK LANE,
DESTIN, FL 32541
(850) 837-6146

NOTES:
SCALE AS SHOWN

DWU TYPICAL DETAILS

REV #	DATE	BY	REASON
1			
2			
3			
4			

DATE: 2014
REVISION DATE: 2014
DRAWN BY: ER
REVIEWED BY: MASS
SHEET: 7.5 OF 47



GENERAL NOTES:

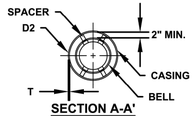
(1) VERTICAL DIMENSIONS TYPICAL FOR CASINGS

(2) WITH CURB: 6' STATE & 2' CITY ROADS MINIMUM WITHOUT CURB: 8' STATE & 4' CITY ROADS MINIMUM

(3) STEEL CASING PIPE SHALL CONFORM TO THE REQUIREMENTS OF AWWA C-200 AND ASTMA-139, GRADE B.

(4) WHEN CASING IS INSTALLED WITHOUT BENEFIT OF A PROTECTIVE COATING, AND SAID CASING IS NOT CATHODICALLY PROTECTED, THE WALL THICKNESS SHOWN SHALL BE INCREASED TO THE NEAREST STANDARD SIZE WHICH IS A MINIMUM OF 0.063" GREATER THAN THE THICKNESS SHOWN EXCEPT FOR DIAMETERS LESS THAN 12.75".

(5) FOR REFERENCE ONLY.



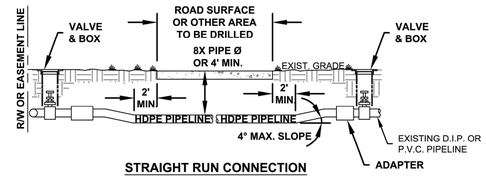
SECTION A-A'

PRESSURE MAIN TO BE RESTRAINED WITH MANUFACTURERS RESTRAINED JOINTS THROUGH CASING. USE (3) SS CASING SPACER CENTERED ON EACH PIPE LENGTH. TIMBER SKIDS ARE OPTIONAL.

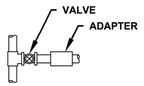
MINIMUM CASING SIZE AND THICKNESS																		
	D.I.P.-M.J.	-	-	-	4"	6"	-	8"	10"	12"	14"	16"	18"	20"	-	24"	30"	36"	42"	48"
	D.I.P.-P.O.	-	-	4"	-	6"	8"	10"	12"	-	14"	16"	18"	20"	24"	-	30"	36"	42"	48"
	P.V.C.	-	-	4"	6"	-	8"	10"	12"	-	-	-	-	-	-	-	-	-	-	-
(3)	STEEL CASING PIPE (D2)	8"(5)10"		12"	14"	16"	18"	20"	24"	24"	30"	30"	30"	36"	36"	42"	48"	54"	60"	66"
	WALL THICKNESS (T) ROADS	.188"	.188"	.188"	.250"	.250"	.250"	.250"	.250"	.250"	.312"	.312"	.312"	.375"	.375"	.500"	.500"	.500"	.500"	.500"
(4)	WALL THICKNESS (T) R.R.	.188"	.188"	.188"	.219"	.219"	.250"	.281"	.344"	.344"	.406"	.406"	.406"	.469"	.469"	.500"	-	-	-	-

JACK AND BORE DETAIL

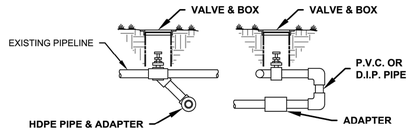
SCALE: N.T.S.



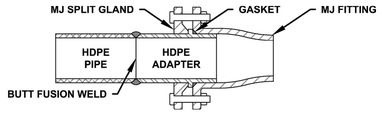
STRAIGHT RUN CONNECTION



PERPENDICULAR CONNECTION PLAN VIEW



LIMITED ACCESS CONNECTION



HDPE-MJ ADAPTER

GENERAL NOTES:

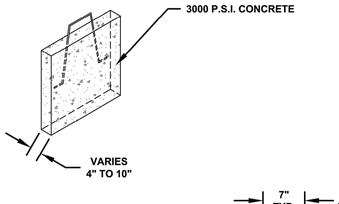
1) DIRECTIONAL DRILLS SHALL BE COMPLETED USING DR11 HDPE PIPE, DUCTILE IRON SIZE.

2) ALL DIRECTIONAL DRILLS SHALL BE AT A DEPTH OF 8X PIPE DIAMETER BELOW THE ROADWAY SURFACE OR 4' WHICHEVER IS GREATER.

3) ALL HDPE MUST BE COLOR CODED (SAFETY BLUE-WATER, SAFETY GREEN FOR SEWER AND PANTONE PURPLE FOR RECLAIMED WATER); BUTT FUSION WELDED; AND CONNECTED WITH HDPE-MJ ADAPTER.

DIRECTIONAL DRILLING DETAIL

SCALE: N.T.S.

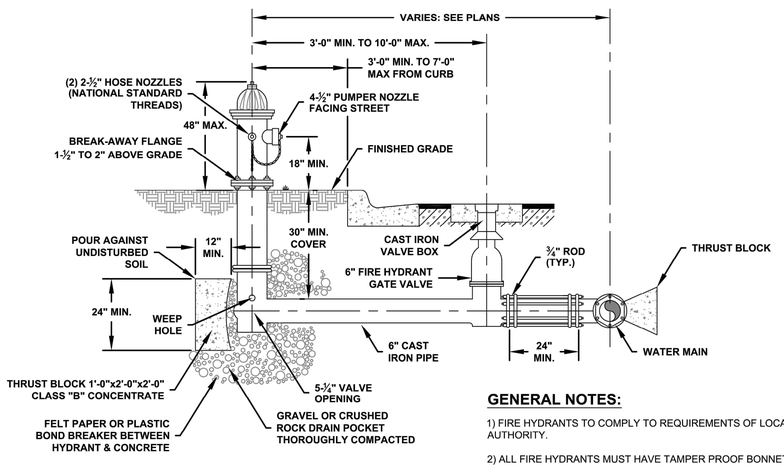


GENERAL NOTES:

1) ALL MATERIALS SHALL BE IN ACCORDANCE WITH THE LATEST DESTIN WATER USERS APPROVED MATERIAL SPECIFICATION MANUAL.

THRUST BLOCK DETAIL

SCALE: N.T.S.



GENERAL NOTES:

1) FIRE HYDRANTS TO COMPLY TO REQUIREMENTS OF LOCAL GOVERNING AUTHORITY.

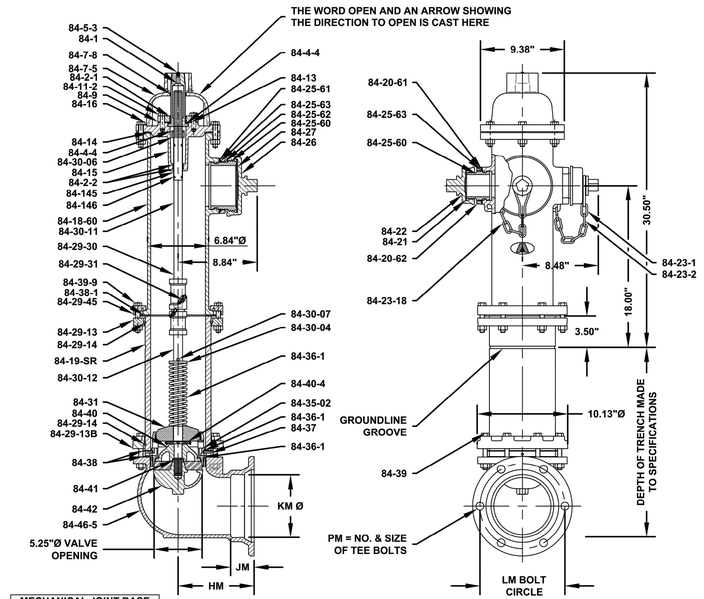
2) ALL FIRE HYDRANTS MUST HAVE TAMPER PROOF BONNETS INSTALLED.

3) THE OPERATING NUT MUST BE A 1.5" PENTAGON-OPERATING NUT.

4) NO THREADED RODS ARE ALLOWED BETWEEN THE HYDRANT AND HYDRANT ISOLATION VALVE.

FIRE HYDRANT CONNECTION DETAIL

SCALE: 1" = 2'



MECHANICAL JOINT BASE					
SIZE	HM	JM	KM	LM	E
4	8.50	2.50	4.91	7.50	4-¾
6	8.50	2.50	7.00	9.50	6-¾



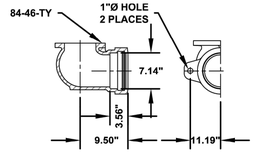
TOP VIEW OF SEAT & DRAIN LEVER ASSEMBLY



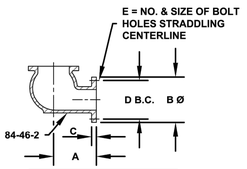
TOP VIEW OF CLEVIS PIN & CLIP PIN USED TO SECURE HYDRANT VALVE ASSEMBLY

GENERAL NOTES:

1) SIZE AND SHAPE OF OPERATING NUT AND NUT ON CAPS, THREADING ON NOZZLES AND CAPS AND THE DIRECTION OF OPENING MADE TO SPECIFICATIONS.
2) CAP CHAINS ARE NOT FURNISHED UNLESS SPECIFIED.
3) ALL GRAY IRON IS ASTM A126 CLASS B.
4) BOLTS AND NUTS ARE RUSTPROOFED STEEL ASTM A307 OR EQUIVALENT IN ACCORDANCE WITH AWWA C502.
5) WORKING PRESSURE: 250 P.S.I. AWWA 200 P.S.I. FACTORY MUTUAL & UNDERWRITERS LAB. TEST PRESSURE: 500 P.S.I.
6) HYDRANT CONFORMS TO AWWA STANDARD C502.
7) UPPER BARREL CAN BE ROTATED 360°.
8) FACTORY MUTUAL APPROVED AND UNDERWRITERS LABORATORIES LISTED IF MARKED.



6" TYTON WITH LUGS



FLANGED BASE						
SIZE	A	B	C	D	E	
4	8.00	9.00	0.94	7.50	8-¾	
6	8.50	11.00	1.00	9.50	8-⅞	

2 HOSE, 1 STEAMER



2 HOSE @ 90°



NOZZLE ARRANGEMENTS

PARTS LIST			
PART NO.	QTY.	PART NAME	MATERIAL & ASTM NO.
84-1	1	OPERATING NUT	BRONZE B763 ALLOY 865
84-2-1	2	COVER O-RING	BUNA N
84-2-2	2	HOUSING O-RING	BUNA N
84-4-4	1	THRUST WASHER	NYLATRON
84-5-3	1	PIPE PLUG	STEEL
84-7-5	1	TAMPER RESISTANT COVER	DUCTILE IRON
84-7-8	1	O-RING	BUNA N
84-9	1	HOUSING COVER	GRAY IRON
84-11-2	4	COVER CAP SCREWS	SEE NOTE 4
84-13	1	COVER GASKET	FIBER
84-14	1	HOUSING GASKET	COMPOSITION RUBBER
84-15	1	HOUSING	DUCTILE IRON
84-16	6	HOUSING BOLTS & NUTS	SEE NOTE 4
84-18-60	1	UPPER BARREL	DUCTILE IRON
84-19-SR	1	LOWER BARREL	DUCTILE IRON A536
84-20-60	2	HOSE NOZZLE	BRONZE B763 ALLOY 876
84-20-61	2	HOSE NOZZLE SEAL	BUNA N
84-20-62	2	HOSE NOZZLE RETAINER	DUCTILE IRON
84-20-63	2	HOSE NOZZLE RETAINER WASHER	TEFLON
84-21	2	HOSE CAPS	GRAY IRON
84-22	2	HOSE CAP GASKETS	RUBBER
84-23-1	2	HOSE CAP CHAINS WITH S HOOK	STEEL
84-23-2	3	S HOOK	STEEL
84-23-18	1	PUMPER CAP CHAIN WITH S-HOOK	STEEL
84-25-60	1	PUMPER NOZZLE	BRONZE B763 ALLOY 867
84-25-61	1	PUMPER NOZZLE SEAL	BUNA N
84-25-62	1	PUMPER NOZZLE RETAINER	DUCTILE IRON
84-25-63	1	PUMPER NOZ RETAINER WASHER	TEFLON
84-26	1	PUMPER CAP	GRAY IRON
84-27	1	PUMPER CAP GASKET	RUBBER
84-29-13	1	BARREL FLANGE	DUCTILE IRON A536
84-29-13B	1	BASE FLANGE	DUCTILE IRON A536
84-29-14	2	SNAP RINGS	STAINLESS STEEL
84-29-30	1	ROD COUPLING	GRAY IRON
84-29-31	2	COUPLING & CLIP PINS	STAINLESS STEEL
84-29-45	1	BREAKABLE FLANGE	GRAY IRON
84-30-03	1	HYDRANT SPRING	STAINLESS STEEL
84-30-04	1	SPRING PLATE	STAINLESS STEEL
84-30-06	1	TRAVEL STOP NUT	BRONZE B283 ALLOY 377
84-30-07	1	SPRING PLATE PIN	STAINLESS STEEL
84-30-11	1	UPPER ROD	STEEL
84-30-12	1	LOWER ROD	STEEL
84-31	1	DRAIN LEVER	BRONZE B584 ALLOY 922
84-35-02	1	HYDRANT SEAT	BRONZE B584 ALLOY 922
84-36-1	2	SEAT O-RINGS	BUNA N
84-37	1	DRAIN RING	BRONZE B763 ALLOY 876
84-38	2	DRAIN RING GASKETS	COMPOSITION RUBBER
84-38-1	1	BARREL GASKET	COMPOSITION RUBBER
84-39	8	BASE BOLTS & NUTS	STAINLESS STEEL 304
84-39-9	8	BARREL BOLTS & NUTS	SEE NOTE 4
84-40	1	VALVE TOP	GRAY IRON
84-40-4	1	VALVE TOP CLEVIS & CLIP PIN	STAINLESS STEEL
84-41	1	HYDRANT VALVE	RUBBER
84-42	1	VALVE BOTTOM	DUCTILE IRON
84-46-2	1	FLANGED BASE	DUCTILE IRON
84-46-5	1	MECHANICAL JOINT BASE	DUCTILE IRON
84-46-TY	1	TYTON BASE	DUCTILE IRON
84-145	1	ROD SLEEVE	BRONZE
84-146	2	SLEEVE O-RINGS	BUNA N

5-¼" B84B-5 AMERICAN DARLING HYDRANT WITH TAMPER PROOF COVER

SCALE: N.T.S.

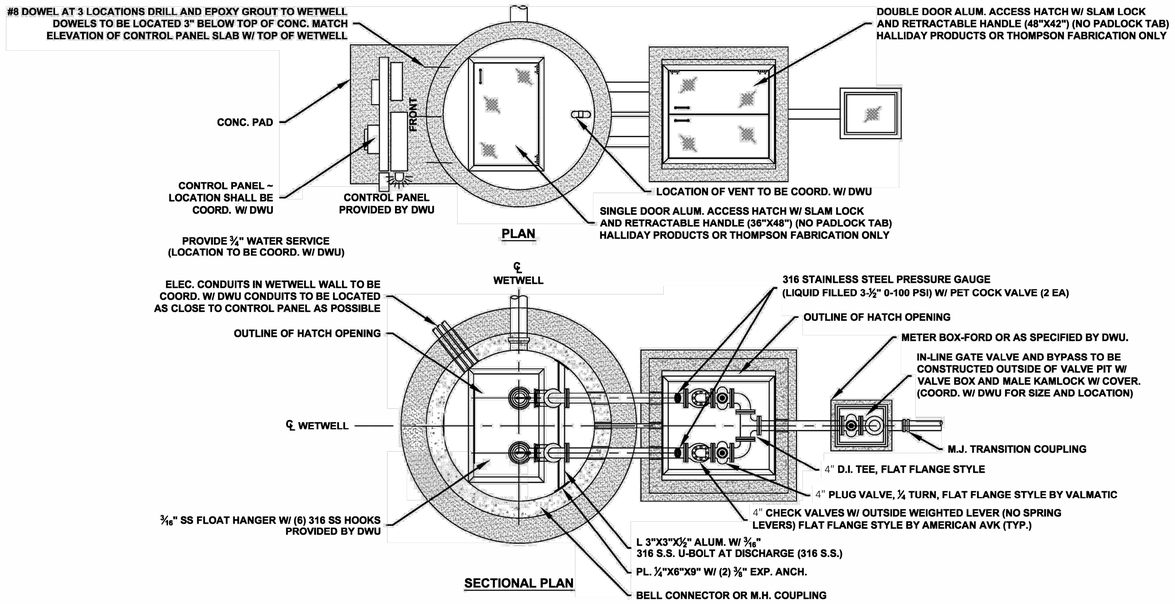
DESTIN WATER USERS, INC.
14 INDUSTRIAL PARK LANE,
DESTIN, FL 32541
(850) 837-6146

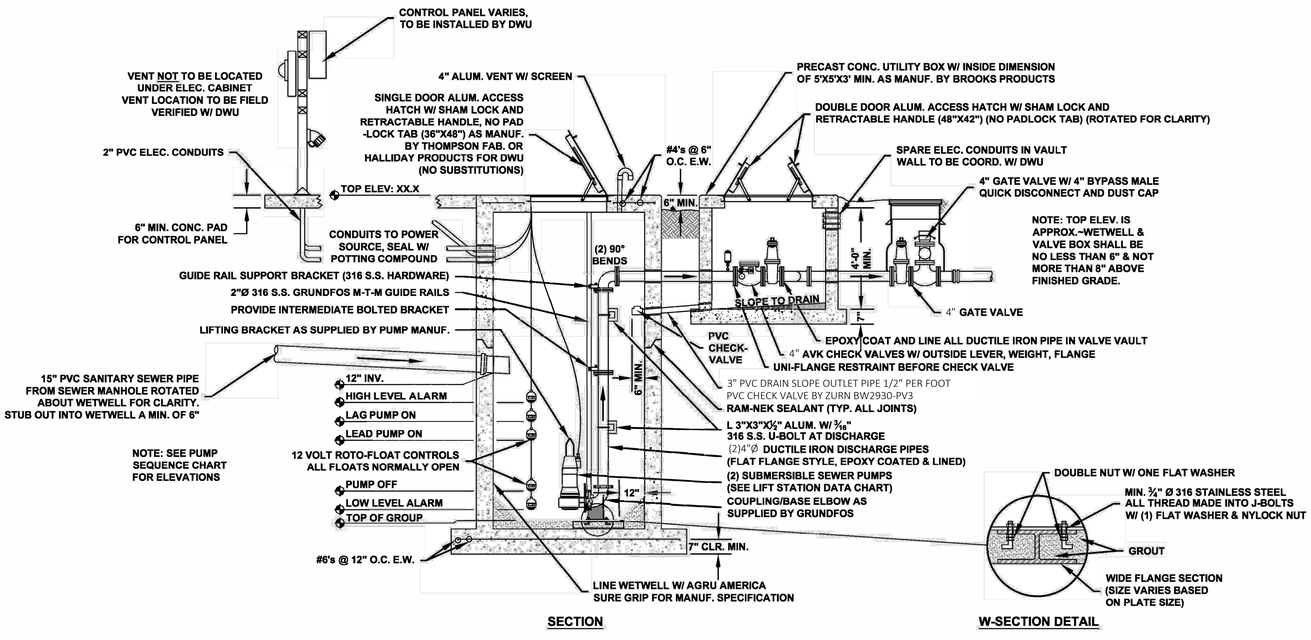
NOTES: SCALE AS SHOWN

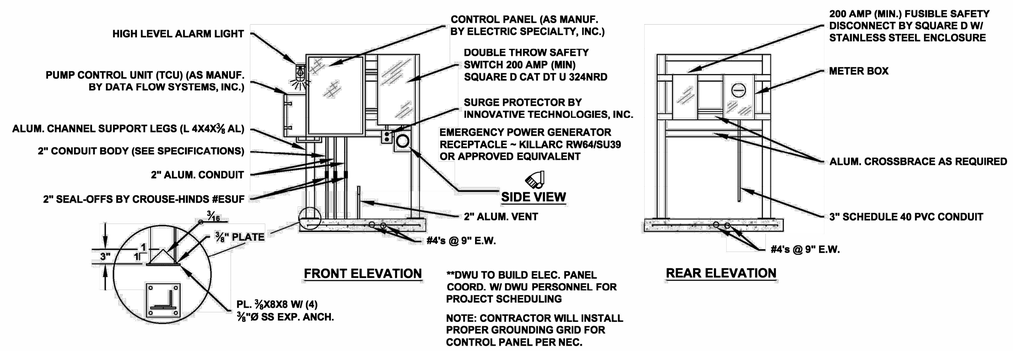
DWU TYPICAL DETAILS

REV #	DATE	BY	REASON
1			
2			
3			
4			

DATE: 2014
REVISION DATE: 2014
DRAWN BY: ER
REVIEWED BY: MA/SS
SHEET: 7.6 OF 47







LIFT STATION CONTROL PANEL INSTALLATION DETAIL

GENERAL NOTES:

1) VALVE VAULT SHALL BE COATED W/ KOP-COAT COAL TAR EPOXY 300-M INSIDE AND OUT. (TWO COATS, 9 MILS EACH.)
2) BASE AND FIRST RISER UNIT TO BE CAST MONOLITHIC.
3) VALVE VAULT SHALL BE SIZED TO PERMIT EASY REMOVAL OF CHECK VALVE SPINDLES W/ MIN. CLEARANCES AS SHOWN FOR 6"Ø PIPE AND SMALLER. CLEARANCES SHALL INCREASE AS REQUIRED FOR LARGER PIPE SIZES. SIZE OF HATCH ON VALVE VAULT IS FOR 4" PIPE AND SHALL INCREASE ACCORDINGLY W/ LARGER PIPE SIZES.
4) ALL LOCATIONS WHERE PIPES ENTER OR LEAVE THE WETWELL OR VALVE VAULT SHALL BE MADE WATERTIGHT W/ NON-SHRINK GROUT. PIPING SHALL BE WRAPPED W/ THREE LAYERS OF ASPHALTIC FELT.
5) THERE SHALL BE NO VALVES (EXCEPT AS SHOWN) OR ELEC. JUNCTION BOXES IN WETWELL.
6) WETWELL AND VALVE VAULT COVERS SHALL BE ALUM. W/ 3/16" 316 S.S. HARDWARE. SIZE AS REQUIRED BY MANUF. AND APPROVED BY DESTIN WATER USERS, INC. ORIENTATION OF HATCH OPENINGS MAY VARY.
7) FLEXIBLE COUPLING SHALL BE SLEEVE TYPE.
8) SEE CHART FOR PUMP SPECIFICATIONS AND OPERATING CONDITIONS. ACCEPTABLE PUMP MANUFACTURERS ARE GRUNDFOS, WILO, KSB & HYDROMATIC.
9) ALL HARDWARE IN WETWELL AND VALVE BOX SHALL BE 316 STAINLESS STEEL.
10) ALL CONDUIT CONNECTING TO THE CONTROL PANEL SHALL HAVE A CONDUIT BODY CROUSE-HINDS TYPE ESUF FILLED W/ APPLETON DUC NON-HARDENING COMPOUND.
11) ALL ENCLOSURES SHALL BE NEMA 4X SS.
12) THE CONTRACTOR SHALL FURNISH AND INSTALL THE LIFT STATION IN ACCORDANCE W/ THE PLANS AND SPECIFICATIONS, AND IN COMPLIANCE W/ THE LIFT STATION SPECIFICATIONS OF DESTIN WATER USERS, INC.
13) ALL WIRING TO BE COPPER TYPE THW OR STO, AND SIZED TO COMPLY W/ APPROPRIATE CODES. THE COMPLETE INSTALLATION SHALL COMPLY W/ THE NATIONAL ELEC. CODE.
14) ALL GATE VALVES ON SEWER FORCE MAINS TO BE OF RESILIENT SEAT DESIGN.
15) EACH PIECE OF MECHANICAL EQUIPMENT AND MOTORS SHALL BE PROVIDED W/ A NAMEPLATE OF NON-CORRODIBLE METAL, SECURELY FASTENED IN PLACE, AND CLEARLY AND PERMANENTLY INSCRIBED W/ THE MANUFACTURER'S NAME, MODEL, TYPE DESIGNATION, SERIAL NUMBER, RATED CAPACITY, ELEC. OR OTHER POWER CHARACTERISTICS. SPARE NAMEPLATES SHALL BE PROVIDED AND PLACED INSIDE THE CONTROL PANEL.
16) THE CONTRACTOR SHALL FURNISH TO ENGINEER A COMPLETE COPY OF PUMP SPECIFICATIONS AS ORDERED FROM MANUF. PRIOR TO SHIPMENT.
17) THE CONTRACTOR SHALL FURNISH TO DESTIN WATER USERS, INC., FOUR (4) COMPLETE, BOUND OPERATION AND MAINTENANCE MANUALS. THE MANUALS SHALL INCLUDE CLEAR AND CONCISE INSTRUCTIONS FOR THE OPERATION, ADJUSTMENT, LUBRICATION (INCLUDING LUBRICATION CHART) AND OTHER MAINTENANCE OF THE EQUIPMENT FURNISHED. THE MANUAL SHALL ALSO INCLUDE A COMPLETE PARTS LIST, W/ CATALOG NUMBERS AND OTHER DATA NECESSARY FOR ORDERING REPLACEMENT PARTS. ALL INSTRUCTIONS AND PARTS LIST SHALL BE PREPARED SPECIFICALLY FOR THE MODEL TYPE OF EQUIPMENT FURNISHED.
18) THE CONTRACTOR SHALL UTILIZE ALL APPLICABLE MISCELLANEOUS HARDWARE SUPPLIED BY PUMP MANUF. (MUST MEET ALL SPECIFICATION REQUIREMENTS HEREIN).
19) THE CONTRACTOR SHALL KEEP A COMPLETE LIST OF AS-BUILT DRAWINGS SHOWING ALL ITEMS OF CONSTRUCTION AND EQUIPMENT WHICH DIFFER IN SIZE. SHAPE OR LOCATION FROM THOSE SHOWN ON THE PLANS. THE AS-BUILT DRAWINGS SHALL BE DELIVERED TO THE ENGINEER UPON COMPLETION OF THE LIFT STATION INSTALLATION.

LIFT STATION DATA

DESIGNATION	**	KSB
WETWELL DIAMETER	**	6'
PUMP MODEL	**	KRT F 100-200/34XG-S
VOLTAGE	**	230
H.P.	**	5
R.P.M.	**	1750
DELIVERY, GPM	**	109
TDH, FEET	**	29.3
IMPELLER	**	7-5/16"
FORCE MAIN DIAMETER	**	4"
MIN. SOLID SIZE	**	4"
EFFICIENCY	**	

PUMP CONTROL SEQUENCE

ELEVATION SETTING	RISING WATER LEVEL	FALLING WATER LEVEL
(+)**	HIGH LEVEL ALARM	4.87
(+)**	3.87	STOP ALARM AND RESET OVERRIDE
(+)**	LAG PUMP ON	3.37
(+)**		
(+)**	LEAD PUMP ON	2.87
(+)**	(-)0.13	PUMPS OFF AND RESET ALTERNATOR
(+)**	(-)1.13	LOW LEVEL ALARM
(+)**	BOTTOM OF WETWELL	(-)1.63

ALL FLOAT SETTINGS ARE APPROXIMATE. CONTRACTOR TO FIELD ADJUST FLOATS AS INSTRUCTED BY DWU DURING LIFT STATION TESTING.

LEGEND:

*	PER PUMP MANUFACTURER'S RECOMMENDATIONS IN THEIR ENGINEERING CATALOG
℄	ELEVATION
DWU	DESTIN WATER USERS, INC.
O.C. E.W.	ON CENTER, EACH WAY
316 S.S.	316 STAINLESS STEEL
D.I.	DUCTILE IRON

DESTIN WATER USERS, INC.
14 INDUSTRIAL PARK LANE,
DESTIN, FL 32541
(850) 837-6146

NOTES:
DRAWING DETAILS AND SECTIONS ARE NOT TO SCALE.

LIFT STATION DETAILS

REV #	DATE	BY	REASON
1			
2			
3			
4			

DATE: March 3, 2018
REVISION DATE: *
DRAWN BY: ER
REVIEWED BY: MA/SS
SHEET: 7.7 OF 47

PUMP & PROCESS equipment incorporated
Butch Branton - Municipal Sales
3820 Hopkins Street · Pensacola, FL 32505
850.432.0334 Ofc · 850.432.1336 Fax
1.888.GO4.PUMP · www.ppeinc.net

SECTION 1
CLEARING AND GRUBBING

1-1 Description

The work specified in this Section consists of clearing and grubbing within the project limits. Included in the work under this Section is the removal and disposal of existing pavement, as well as all protruding objects such as trees, stumps, roots, etc., necessary to prepare the area for the proposed construction; and removal and disposal of all product and debris which are not required to be salvaged or not required to complete the construction. Clearing and Grubbing shall conform to the requirements of Section 110 of the "Florida Department of Transportation Specifications for Road and Bridge Construction", latest edition except as may herein be modified.

1-2 Work Included

Clearing and grubbing shall consist of the complete removal and disposal of all timber, brush, stumps, roots, rubbish, and debris and all other construction resting on or protruding through the surface of the existing ground and the surface of excavated areas, and all other structures and obstructions necessary to be removed and for which the removal thereof is not specified to be done under other items of the contract. Unless otherwise shown in the plans, clearing and grubbing shall be done in the following areas:

1. All areas where excavation is to be done including borrow pits, lateral ditches, right-of-way ditches, etc.
2. All areas where embankments will be constructed.
3. All areas where structures will be constructed.
4. Any other areas specifically called for on the plans to be cleared and grubbed.

1-3 Depths of Removal of Roots, Stumps, and Other Debris

In all areas where excavation is to be done and where the excavated material is to be used in the construction of embankments, or roadway base; also in all areas where roadway embankment will be constructed; roots, and other debris shall be removed to a depth of at least one foot below ground surface. The surface shall then be plowed to a depth of at least six inches and all roots thereby exposed shall be removed to a depth of at least one foot. All stumps within the construction limits shall be removed and disposed of by the Contractor.

Within all other areas where clearing and grubbing is to be done, roots and other debris projecting through or appearing on the surface of the original ground shall be removed to a depth of one foot below the surface; no plowing and harrowing will be required in these areas.

1-4 Disposal of Materials

Timber, stumps, brush, roots, and other objectionable material resulting from the clearing and grubbing shall be disposed of by the Contractor in locations and by methods approved by the local governing authority.

END OF SECTION

SECTION 2
EXCAVATION AND EMBANKMENT

2-1 Description

The work specified in this Section consists of the excavation and embankment required for the pavement and ditches; the excavation and backfilling of pipe and utility trenches, and includes the preparation of subgrades; the construction of embankments, and other utilization or satisfactory disposal of the materials excavated; and the compaction and dressing of excavated areas and embankments. All Excavation and Embankment shall conform to the requirements of Section 120 of the "Florida Department of Transportation Specifications for Road and Bridge Construction", latest edition, except as may herein be modified.

2-2 Excavation 2-2.1 Classification of Excavation

All excavation is classified as regular excavation. Regular excavation shall consist of the excavation and the utilization or satisfactory disposal of all materials necessary for the construction of the roadway and side ditches, and the installation of pipe and utility trenches.

2-2.2 Excavation for Pipework

All excavation shall be made along straight lines by open cut unless otherwise authorized by the Engineer or otherwise shown on the plans. Holes for pipe bells shall be hand-excavated to insure that the pipe rests upon the bottom of the trench for its entire length. If the bottom of the excavation is found to consist of rock, or any material that cannot be excavated to give a uniform bearing pressure, the material shall be removed to a depth at least six inches below established bottom grade and backfilled to grade with thoroughly compacted sand at the Contractor's expense. Any excavation carried below the depths indicated, without specific direction from the Engineer, shall be backfilled in the same manner. Trench width measured at one foot above the top of pipe for all pipe other than that approved for assembly prior to installation in the trench shall be:

1. The outside diameter of the pipe plus 16 inches for pipe up to and including 30 inches inside diameter.
2. The outside diameter of the pipe plus 24 inches for pipe greater than 30 inches inside diameter.
3. Where sheeting or shoring is used, the allowable width shall be measured between the inside face of the sheeting or shoring.

For all pressure line piping approved for complete assembly prior to installation in the trench, the minimum trench width shall be the outside diameter of the coupling or joint plus two inches.

Excavated material to be used for backfill shall be neatly deposited at the sides of the trenches where space is available. Where stockpiling of the excavated material is required, the Contractor shall obtain the sites to be used and maintain operations so as to provide for natural drainage and not present an unsightly appearance. Rock, shell, or other base materials for roads shall be carefully selected and kept separate. Grade and line stakes shall be protected. No excavated material shall be placed on private property other than the Owner's.

2-2.3 Dewatering for Pipework

Dewatering, if required, shall be continued during construction to keep the ground water below the level of the back-fill at all times until the backfill is completed. Water settling may be approved or required, and shall consist of continuing the well points in service and applying water as directed to the excavation during backfill.

2-2.4 Shoring

When necessary to protect workmen, banks, adjacent paving, structures and utilities, excavations shall be shored and braced by members of suitable size and arrangement. Shoring, bracing and sheeting shall be removed as excavations are backfilled in a manner to prevent injurious caving. Where directed by the Engineer, the sheeting shall be left in place in the backfill with proper bracing to provide lateral support.

2-3 Disposal of Unsuitable Materials

If not otherwise designated in the plans, unsuitable materials shall be disposed of by the Contractor in areas provided by him, to the satisfaction of the Engineer and the local governing authority.

2-4 Disposal of Excess Useable Materials

Excess useable materials shall be disposed of by the Contractor in areas provided by the Owner and to the satisfaction of the Owner. The determination whether material is classified as useable or unsuitable shall depend upon the judgement of the Engineer.

2-5 Materials for Embankment

All suitable material resulting from the excavation shall be used as much as practical during construction. Embankment shall not be constructed of material containing muck, stumps, roots, brush, vegetable matter, rubbish or other material that will not meet the compaction requirements. All material designated as undesirable shall be removed as provided above.

Material placed over the areas of the project which are to be grassed, seeded and mulched, or sodded shall be suitable for plant growth and free from appreciable quantities of hard clods, stiff clay, hardpan, gravel, brush, roots, refuse, or other deleterious materials and shall be of reasonably uniform quality.

2-6 Embankment Construction

Embankment shall be constructed true to lines, grades, and cross sections shown in the plans or as ordered by the Engineer within the tolerances specified herein.

2-7 Backfilling of Pipework

2-7.1 General

All fill and backfill shall be free from organic matter such as roots, stumps, trees, refuse, or other objectionable material. Except as specified otherwise, fill and backfill shall be placed in layers not more than 6 inches thick and each layer shall be compacted thoroughly and evenly. The moisture content of the fill material shall be such that proper compaction will be obtained. Backfill shall be not placed against concrete within seven days after it has been poured and only when directed by the Engineer.

2-7.2 Backfilling Trenches

The initial backfill shall be carefully deposited on both sides of the pipe at the same time and thoroughly compacted around the barrel of the pipe until enough backfill has been placed to provide a cover of one foot above the bell of the pipe. The remainder of the trench shall be backfilled in well compacted one-foot layers. Except for trenches excavated in roads and streets, the backfill shall be placed and compacted to the density specified in Article 2-8.4, with approved mechanical tampers in six inch layers to the top of the trench. Water settling may be used where approved and shall be used where directed by the Engineer. The top material shall be used last and the surface of the trench restored to its original elevation. Under no condition is construction debris to be included with the backfill. Excavated material consisting of muck, mud, clay or other unsuitable material may not be utilized in the backfill.

Where sheeting is withdrawn, all cavities remaining in or adjoining the trench shall be solidly filled and thoroughly compacted. Where sheeting is to remain in place, all cavities behind it shall be backfilled in the same manner as specified for trench backfill. No sheeting that has been driven below the pipe invert may be removed. Before backfilling is completed all sheeting to remain shall be cut off at a line three feet below finish grade.

2-8 Compaction Requirements

2-8.1 Compaction of Embankments

Each layer of the material used in the formation of the embankments shall be compacted to a density of at least 95 percent of the maximum density as determined by AASHTO T 180. Each layer shall be uniformly compacted, using equipment which will achieve the required density, and as compactive operations progress, each layer shall be shaped and manipulated as necessary to assure uniform density throughout the embankment.

2-8.2 Compaction of Subgrade

The subgrade in both cuts and fills shall be compacted to a density of at least 95 percent of the maximum density as determined by AASHTO T 180. It shall be the Contractor's responsibility to maintain the required density until the base or pavement, as applicable, is placed on the subgrade. A copy of the density test results shall be provided to the Engineer for approval prior to beginning base operations.

2-8.2.1 Compaction Test Requirements for Parking Areas

Compaction tests shall be provided by the Contractor, at his expense, at intervals of no more than one density test per horizontal layer per 500 square yards of subgrade or three (3) tests minimum to verify density.

2-8.2.2 Compaction Test Requirements for Roadways

Compaction tests shall be provided by the Contractor, at his expense, at intervals of no more than two hundred feet, staggered to the left, right, and on centerline to verify density.

2-8.3 Compaction of Grassed Areas

For the upper six-inch layer of areas to be grassed, no specific density will be required under this Section and compaction shall be only to the extent directed.

2-8.4 Compaction for Pipes, Culverts, Etc.

The backfill for trenches shall be compacted to a density of at least 95 percent of the maximum density as determined by AASHTO T 180 and in accordance with other sections of these specifications. Embankment over and around pipes and culverts shall be thoroughly compacted in a manner which will not place undue stress on the structures.

2-9 Final Dressing

As a final grading operation, the surface of the earth work shall be shaped to conform to the lines, grades, and cross sections shown in the plans, or as directed, within the tolerances specified below.

A tolerance of 0.3 foot above or below plan cross section will be allowed on the final earth work surface with the following exceptions:

(1) The surface of shoulders and berms shall be shaped to within 0.1 foot of the plan cross section.
(2) Earth work shall be shaped to match adjacent pavement, curb, sidewalk, structures, etc.
(3) Ditch bottoms shall be shaped so that no water will be impounded.

When dressing area adjacent to pavement, care shall be exercised to avoid possible damage to such pavements.

2-10 Inspection

The Contractor shall be responsible for notifying the local governing authority to arrange for inspections of the embankment and subgrade. The local governing authority shall be notified twenty-four (24) hours before the construction is ready for inspection.

END OF SECTION

SECTION 3
PAVEMENT BASE COURSE

3-1 Description

The work specified in this Section consists of the construction of a pavement base course. The base course shall be constructed on a prepared subgrade and in a single course. The base course shall be constructed in accordance with these specifications and in conformity with the material, lines, grades, notes and typical cross sections shown in the plans.

3-2 Sand-Clay Base Course

Sand-Clay material for use in the construction of Sand-Clay Base shall be a mixture of sand and clay, and shall be free of trash, foreign matter and other deleterious material. It shall not contain lumps or aggregate of such nature or in sufficient quantity to prevent the obtaining of a smooth surface, free from pits and pockets. It shall not contain particles of aggregate which will not pass a one-inch sieve. Sand-Clay Base Course shall conform to the requirements of Sections 240 and 912 of the "Florida Department of Transportation Specifications for Road and Bridge Construction", latest edition, except as may herein be modified.

3-2.1 Composition and Gradation

The material passing the 10-mesh sieve shall meet the following requirements for composition, gradation, etc.:

(of material passing the 10-Mesh Sieve)	Percent
Clay material (smaller than 0.005 mm)	8 to 21
Silt (material from, 0.005 to 0.05 mm)	0 to 25
Combined Clay and silt	8 to 25

3-2.2 Bearing Value and Plasticity

3-2.2.1 Bearing Value

The material shall have a Limerock Bearing Ratio Value of at least 75.

3-2.2.2 Plasticity

The material shall meet the following requirements for plasticity (based on tests made on the portion passing the No. 40 sieve):

Liquid Limit - Not greater than 25.
Plasticity Index - Not greater than 6.

3-2.3 Source of Material

The area where sand-clay base material is obtained shall be approved by the Engineer.

3-2.4 Equipment for Placing Sand-Clay Base

3-2.4.1 Graders

Blade graders shall be of the rubber-tired self-propelled type, of sufficient size and weight to accomplish the desired results.

3-2.4.2 Rollers

Pneumatic-tired rollers shall have a double row of wheels equipped with rubber tires so spaced that the tires on the front and rear rows together will cover the entire area over which the rollers travel.

3-2.5 Placing and Mixing Sand-Clay Base Materials

For one-course construction, the placing and mixing of the base course materials shall be done as provided hereinafter for either Case 1 or Case 2.

3-2.5.1 Case 1:

This covers the use of base course material consisting of natural sand-clay with which the mixture of additional sand or clay is not necessary. The material may be dumped directly on the subgrade but shall be uniformly distributed by approved methods. The loose thickness shall be as designated by the Engineer and shall be checked continuously by the Contractor to insure that the finished base will have the thickness and shape required by the typical section. The base course shall be thoroughly mixed for its full width and depth as shown in the plans. After the mixing is completed, the material shall be shaped to the required grade and cross section.

3-2.5.2 Case 2:

This covers the use of base course material consisting of a mixture of two materials, both of which are to be hauled in. The materials shall be spread in successive layers on the road and mixed in place. The Engineer will determine the order in which the two materials shall be spread, as well as the depth of layers of each material. The dumping and spreading of the material, the mixing of the two materials and the shaping of the base shall be done as specified for Case 1.

3-2.6 Compaction

The material shall have approximately the optimum moisture content and the proper loose consistency before being compacted. Wetting or drying will be required when the material does not have the property moisture content to insure the required density. If the material is deficient in moisture, water shall be added and uniformly mixed-in by disking the base course to its full depth. If the material contains an excess of moisture, it shall be caused to dry before being compacted. Wetting or drying operations shall involve manipulation of the entire width and depth of the base as a unit. As soon as proper conditions of moisture are attained, the material shall be compacted to a density not less than 98 percent of the maximum density as determined by AASHTO T 180. In-place compaction tests to verify densities will be taken which represent an area no greater than 500 square yards in size. A minimum of three (3) tests shall be taken. A copy of the density tests shall be provided to the Engineer for approval prior to beginning paving operations.

3-3 Limerock and Crushed Aggregate Base Course

Limerock Base Course shall conform to the requirements of Section 200 of the "Florida Department of Transportation Specifications for Road and Bridge Construction", latest edition, except as may herein be modified.

Crushed Aggregate Base Course shall conform to the requirements of Section 204 of the "Florida Department of Transportation Specifications for Road and Bridge Construction", latest edition, except as may herein be modified.

3-3.1 Gradation Requirements

3-3.1.1 Gradation Requirements for Limerock Base Course

Gradation requirements specified herein shall apply to the completed base course. The aggregates shall have a maximum size of 1-inch and be graded continuously well within the limits specified for #56 stone.

3-3.1.2 Gradation Requirements for Crushed Aggregate Base Course

Gradation requirements specified herein shall apply to the completed drive course. The aggregates shall have a maximum size of 1-inch and be graded continuously well within the limits specified in Table 1. Sieves shall conform to ASTM E11.

GRADATION OF AGGREGATES

Percentage by Weight Passing Square Mesh Sieve	
Sieve Designation	%
1-inch	100
1/2-inch	40-70
No. 4	20-50
No. 40	5-25
No. 200	0-10

3-3.2 Liquid Limit and Plasticity Index

3-3.2.1 Liquid Limit and Plasticity Index for Limerock Base Course

The liquid limit should not exceed 25 and the material shall be non-plastic.

3-3.2.2 Liquid Limit and Plasticity Index for Crushed Aggregate Base Course

Liquid limit and plasticity index requirements stated herein shall apply to any aggregate component that is blended to meet the required gradation and also to the aggregate in the completed driveway. The portion of the aggregate passing No. 40 sieve shall be either non plastic or have a liquid limit not greater than 25 and a plasticity index not greater than 5.

3-3.3 Limerock Bearing Ratio

Limerock material used in construction of loose rock base shall have an average LBR ratio of not less than 100.

3-3.4 Stockpiling Materials

Aggregate shall be stockpiled on the cleared and leveled areas designated by the Engineer. The material shall be placed in such a manner so as to prevent segregation and allow drainage of water.

3-3.5 Mixing of Materials

The coarse and fine aggregates shall be mixed in a stationary plant, or in a traveling plant or bucket loader on an approved paved working area, and delivered as one mixture containing the fine and coarse aggregate. The supplier shall make such adjustments in mixing procedures or in equipment as may be directed to minimize segregation or degradation, and to ensure a satisfactory base course meeting all requirements of this specification.

3-3.6 Equipment

The material shall be spread by mechanical rock spreaders, equipped with a device which strikes off the rock uniformly to the laying thickness and capable of producing an even distribution of the rock.

3-3.7 Spreading, Shaping, and Compacting

3-3.7.1 General

The material shall be spread uniformly with equipment as specified above. All segregated areas of fine or coarse material shall be removed and replaced with properly graded rock. After the spreading is completed, the entire surface shall be scarified and then shaped so as to produce the required grade and cross section after compaction.

3-3.7.2 Moisture Content

When the material does not have the proper moisture content to insure the required density, wetting or drying will be required. When water is added, it shall be uniformly mixed-in by disking to the full depth of the course which is to be compacted. Wetting or drying operations shall involve manipulation, as a unit, of the entire width and depth of the course which is to be compacted.

3-3.7.3 Density Requirements

The material shall be compacted to a density of not less than 98 percent of maximum density as determined AASHTO T 180 as soon as proper conditions of moisture are obtained.

3-3.7.4 Density Tests

In-place compaction tests shall be provided by the Contractor, at his expense, to verify densities. Such compaction tests shall represent an area no greater than 500 square yards in size, or a minimum of three (3) tests over the site. A copy of the density tests shall be provided to the Engineer for approval prior to beginning paving operations.

During final compacting operations, if blading of any areas is necessary to obtain the true grade and cross section, the compacting operations for such areas shall be completed prior to making the density tests on the finished base.

3-4 Testing Surface

The finished surface of the base course shall be checked with a 15-foot straightedge. All irregularities greater than 1/4 inch shall be corrected by scarifying and removing or adding base material as required, after which the entire area shall be recompacted as specified herein before.

3-5 Thickness Requirements

The thickness of the base shall be measured at various points representing an area no greater than 500 square yards, or at a minimum of three (3) points over the site, through holes not less than three inches in diameter. Where the compacted base is deficient by more than 1/2 inch from the required thickness, the Contractor shall correct such areas by scarifying, adding material, and recompacting. The base shall be scarified and material added for a distance of 100 feet in each direction from the edge of the the deficient area. The affected area shall then be brought to the required state of compaction and to the required thickness and cross section. A copy of the base thickness testings results shall be provided to the Engineer for approval prior to beginning paving operations.

3-6 Maintenance

The Contractor shall be responsible for assuring that the true crown and grade are maintained, with no rutting or other distortion, and that the base meets all other requirements of these specifications at the time of paving.

END OF SECTION

SECTION 4
ASPHALTIC CONCRETE PAVEMENT

4-1 Description

The work specified in this Section consists of constructing an asphaltic concrete wearing surface to a uniform grade and cross-section. The work shall be in accordance with these specifications and in conformity with the lines, grades, notes, and typical sections shown in the plans.

4-2 Materials 4-2.1 Asphaltic Concrete Wearing Surface

The asphaltic concrete wearing surface type shall be as specified in the asphaltic concrete pavement section as shown in plan details.

Type S-I Asphaltic Concrete shall conform to the requirements of Section 331, Type II Asphaltic Concrete shall conform to the requirements of Section 332, and Type S-III Asphaltic Concrete shall conform to the requirements of Section 331 of the "Florida Department of Transportation Specifications for Road and Bridge Construction", latest edition, except as herein modified:

The job mix formula shall produce a minimum Marshall Stability of 1500 pounds.

4-2.2 Prime Coat

The prime coat shall be cut-back Asphalt Grade RC-70 or RC-250 conforming to the requirements of Section 300 and Article 916-2 of the "Florida Department of Transportation Specifications for Road and Bridge Construction", latest edition.

4-3 General Construction Requirements

The general construction requirements are as specified in Section 330 of the "Florida Department of Transportation Specifications for Road and Bridge Construction", latest edition, except as may herein be modified.

4-3.1 Asphaltic Concrete Wearing Surface

The asphaltic concrete wearing surface shall be placed to a compacted depth as specified in the asphaltic concrete pavement section as shown in plan details and shall have a minimum compacted density of 108 lbs/IN/SY. Prior to laying the mixture, the surface of the base course shall be cleaned of all loose and deleterious material and, if required, a prime coat as herein specified shall be applied.

4-4 Testing

The thickness of pavement and pavement density shall be determined by the length of cores, at two inches in diameter, taken at random points in the paved area. Each core shall represent a section no larger than 500 square yards in size. A minimum of three (3) tests shall be taken. Asphaltic Concrete Wearing Surface deficient in thickness and/or density shall be corrected to the satisfaction of the Engineer. A copy of the asphalt thickness testing results shall be provided to the Engineer.

END OF SECTION

SECTION 5
CONCRETE PAVEMENT, SIDEWALK, AND CURB

5-1 Description

The work specified in this Section consists of the construction of concrete pavement, sidewalks, and curbs in accordance with these specifications, and in conformity with the lines, grades, dimensions, and notes shown in the plans. Concrete pavement, sidewalks, and curbs shall conform to the requirements of Sections 345 and 350 of the "Florida Department of Transportation Specifications for Road and Bridge Construction", latest edition, except as may herein be modified.

5-2 Materials 5-2.1 Concrete

The material shall be obtained from an approved plant having an approved design mix. All concrete shall have a minimum strength in 28 days as specified shown in plan details.

5-2.2 Reinforcement

The concrete for concrete pavement areas shall be treated with synthetic reinforcing fibers as manufactured by Fibermesh Company, and in accordance with ASTM standard specification for fiber-reinforced concrete and Shotcrete, C 1116. The dosage rate shall be one and one-half (1-1/2) pounds of fibers per cubic yards of concrete.

5-3 Forms

Forms for this work shall be made of either wood or metal and shall have a depth equal to the plan dimensions for the depth of concrete being deposited against them. They shall be straight, free from warp or bends, and of sufficient strength, when staked, to resist the pressure of the concrete without deviation from line and grade. Forms shall be cleaned each time they are used and shall be oiled or saturated with water prior to placing the concrete.

5-4 Foundation

Excavation shall be made to the required depth and the foundation material upon which the concrete is to be set shall be compacted as specified below, true to grade and cross section, and shall be moist at the time that the concrete is placed.

The foundation over which concrete is placed shall be crushed aggregate base compacted to 98% of the maximum density as determined by AASHTO T 180 or compacted subgrade as specified in Article 2-8 of these specifications in accordance with the plan details.

5-5 Joints

5-5.1 Expansion Joints

Expansion joints shall be 1/2 inch, formed with a pre-formed joint filler. Expansion joints shall be provided at all points-of-tangency for curbs and shall be located at maximum intervals of 50 feet between other expansion joints or at ends of run. In addition, expansion joints shall be provided at the interface between concrete curbs and concrete pavement or other concrete objects.

5-5.2 Contraction Joints

5-5.2.1 Concrete Pavement
Types: Contraction joints may be of the open type or may be sawed. Contraction joints shall be spaced at maximum intervals of fifteen feet.

Open-Type Joints: Open-type contraction joints shall be formed by staking a metal bulkhead in place and depositing the concrete on both sides. After the concrete has set sufficiently to preserve the width and shape of the joint, the bulkhead shall be removed. After the concrete has been finished over the joint, the slot shall be edged with a tool having a 1/4 inch radius.

Sawed Joints: If the Contractor elects to saw the contraction joints, a slot approximately 1/8 inch wide and not less than 2 inches deep shall be cut with a concrete saw after the concrete has set, and within the following periods of time:

Joints at not more than 30-foot intervals: 12 hours after finishing

Remaining joints: Within 96 hours after finishing.

5-5.2.2 Concrete Sidewalk
Types: Contraction joints may be of the open type or may be sawed. Contraction joints shall be spaced at intervals of five feet.

Open-Type Joints: Open-type contraction joints shall be formed by staking a metal bulkhead in place and depositing the concrete on both sides. After the concrete has set sufficiently to preserve the width and shape of the joint, the bulkhead shall be removed. After finishing the sidewalk over the joint, the slot shall be edged with a tool having a 1/2 inch radius.

Sawed Joints: If the Contractor elects to saw the contraction joints, a slot approximately 3/16 inch wide and not less than 1-1/2 inches deep shall be cut with a concrete saw after the concrete has set, and within the following periods of time:

Joints at not more than 30-foot intervals: 12 hours after finishing

Remaining joints: Within 96 hours after finishing.

5-5.2.3 Concrete Curb

Except for machine placed items, at the option of the Contractor, joints may be formed by the use of dummy joints (either formed or sawed) or by the use of sheet metal templates. If sheet metal templates are used they shall be of the dimensions, and shall be set to the lines, shown in the plans. The templates shall be held firmly during the placing of the concrete and shall be left in place until the concrete has set sufficiently to hold its shape but shall be removed while the forms are still in place.

For machine placed items, unless an alternate method is approved by the Engineer, contraction joints shall be sawed. The joints shall be sawed as soon as the concrete has hardened to the degree that excessive raveling will not occur and before uncontrolled shrinkage cracking begins.

Contraction joints shall be spaced at intervals of fifteen feet except where a lesser interval is required for closure, but no section shall be less than four feet in length.

Where curb is adjacent to concrete pavement, the curb joints shall be made to align with the pavement joints.

5-6 Placing

The concrete shall be placed in the forms and tamped and spaded to prevent honeycomb and until the top of the structure can be floated smooth and the edges rounded to the required radius.

5-7 Finishing

5-7.1 Concrete Pavement and Sidewalk

5-7.1.1 Screeding: The concrete shall be struck-off by means of a wood or metal screed, used perpendicular to the forms, in order to obtain the required grade and remove surplus water and laitance.

5-7.1.2 Surface Requirements: Unless otherwise indicated on the plans, the concrete shall be given a broom finish. The surface variations shall not be more than 1/4 inch under a ten foot transverse section. The edge of the pavement shall be carefully finished with an edging tool having a radius of 1/2 inch.

5-7.2 Curbs

5-7.2.1 Repair of Minor Defects

The forms shall be removed within 24 hours after the concrete has been placed, and minor defects then filled with mortar composed of one part portland cement and two parts fine aggregate. Plastering will not be permitted on the face of the curb, and any rejected curb shall be removed and replaced without additional compensation.

5-7.2.2 Final Finish

All exposed surfaces shall be given a finish while the concrete is still green. In general, only a brush finish will be required. For any surface areas, however, which are too rough or where other surface defects make additional finishing necessary, the Engineer may require that the curb be rubbed to a smooth surface with a soft brick or wood block, with water used liberally. Also, if further necessary to provide a suitable surface, the Engineer may require additional rubbing, using a thin grout or mortar.

5-8 Curing

The concrete used for curbs shall be cured for 72 hours by a method approved by the Engineer.

END OF SECTION

SECTION 6
STORM DRAINAGE SYSTEM

6-1 Description

The work specified in this Section consists of the construction of inlets and the furnishing and installation of drainage pipe. All work shall be constructed in conformity with these specifications and the sizes and dimensions shown in the plans.

6-2 Materials

6-2.1 Concrete Inlets

All inlet construction covered under this Section shall be of concrete that will have a minimum compressive strength of 3,000 psi in 28 days.

6-2.1.1 Reinforcement

Reinforcing steel shall comply with ASTM A 1015, Grade 40. Reinforcement placement shall conform to ACI 315 and with the plans. Welded Wire Fabric shall comply with ASTM A 1105.

6-2.1.2 Gratings

Gratings and frames fabricated from structural steel shall be galvanized in accordance with the requirements of ASTM A 123 or shall be painted with two coats of prime, followed by one coat of material meeting the requirements of Federal Specification TT-E-489, Class A Black. All paint may be applied in the shop by dipping, provided that each coat is thoroughly dry before the succeeding coat is applied. These requirements do not apply when A-588 steel is used.

6-2.2 Polyvinyl Chloride Inlets

Polyvinyl Chloride Inlets shall be manufactured from PVC pipe stock, utilizing a thermo-molding process to reform the pipe stock to the specified configuration. The inlets shall be manufactured by Nyloplast or equal approved by the Engineer. The pipe connection stubs shall be manufactured from PVC pipe stock and formed to provide a watertight connection. The joint tightness shall conform to ASTM D3212. The pipe stock used to manufacture the body and pipe stubs of the inlets shall conform to the mechanical property requirements for fabricated fittings as described by ASTM D3034 and ASTM F1336. Gratings, frames, and hoods for all PVC inlet structures shall be ductile iron conforming to ASTM A536 grade 70-50-05 and shall be painted with two coats of prime, followed by one coat of material meeting the requirements of Federal Specification TT-E-489, Class A Black. All paint may be applied in the shop by dipping, provided that each coat is thoroughly dry before the succeeding coat is applied. The grates, frames, and hoods shall be made specifically for each inlet so as to provide a round bottom flange that closely matches the diameter of the inlet body. The grates, frames, and hoods shall be capable of supporting H-25 wheel loading for heavy-duty traffic. The hood section shall have a solid back and be adustable by use of three (3) locking hex head bolts.

6-2.3 Pipe

6-2.3.1 Reinforced Concrete Pipe

Reinforced Concrete Pipe shall be round reinforced concrete complying with ASTM C 76, Class III, with round rubber gasket complying with ASTM C 361.

6-2.3.2 Polyvinyl Chloride (PVC) Pipe

Polyvinyl Chloride Pipe shall comply with the requirements of Section 948 of the "Florida Department of Transportation Specifications for Road and Bridge Construction", latest edition, except as may herein be modified. Non-perforated Polyvinyl Chloride Pipe shall conform to the requirements of ASTM D 3034, SDR 35, or ASTM F 949. Perforated Polyvinyl Chloride Pipe shall conform to the requirements of ASTM F 758 or ASTM F 949.

6-2.3.3 Corrugated Polyethylene Pipe

Corrugated Polyethylene pipe shall conform to the requirements of Section 948 of the "Florida Department of Transportation Specifications for Road and Bridge Construction", latest edition and AASHTO M 294, except as may herein be modified. Corrugated polyethylene pipe shall be N-12 as manufactured by Advance Drainage Systems (ADS) or approved equal. Where so designated on the plans, corrugated polyethylene pipe shall be provided with perforations and a sock filter.

6-3 Forms

Forms shall be of wood or metal, so designed and constructed that they may be removed without injury to the concrete. They shall be built true to line and grade and braced in a substantial and unyielding manner, and shall be approved by the Engineer before being filled with concrete.

6-4 Precast Inlets

The Contractor may substitute precast inlets in lieu of cast-in-place units unless otherwise shown on the plans. When precast units are substituted the construction of such units may be in accordance with ASTM C 478. The design and fabrication of precast units shall be in accordance with the drawings.

6-5 Construction Methods for Inlets

6-5.1 Excavation

Excavation shall conform with the requirements specified in Section 2 of these specifications.

6-5.2 Placing and Curing Concrete

The concrete shall be placed in the forms to the depth shown in the plans and thoroughly vibrated. After the concrete has hardened sufficiently it shall be covered with suitable material and kept moist for a period of three days.

6-5.3 Setting Manhole Castings

After the concrete has been cured as specified above, the frame of the casting shall be set in a full mortar bed composed of one part portland cement to two parts of fine aggregate.

6-5.4 Placing Pipe

Inlet and outlet pipes shall be of the same size and kind as the connecting pipe shown in the plans. They shall extend through the walls for a distance beyond the outside surface sufficient for the intended connections, and the concrete shall be constructed around them neatly so as to prevent leakage along their outer surface. The inlet and outlet pipes shall be flush with the inside of the wall.

6-5.5 Backfilling

Backfilling shall conform with the requirements specified in Section 2 of these specifications.

6-6 Laying Pipe

6-6.1 General

All pipe shall be carefully laid, true to the lines and grades given. Any pipe that is not in true alignment or which shows any settlement after laying shall be taken up and re-laid without additional compensation.

6-6.2 Concrete Pipe

Concrete pipe shall be laid with hubs upgrade and tongue fully entered into the hub. When pipe with quadrant reinforcement, or circular pipe with elliptical reinforcement is used, the pipe shall be installed in a position such that the manufacturer's marks designating "top" and "bottom" of the pipe shall not be more than five degrees from the vertical plane through the longitudinal axis of the pipe.

6-6.3 Corrugated Polyethylene Pipe

Corrugated polyethylene pipe shall be installed in accordance with the manufac- turer's installation instructions.

6.4 Trench Excavation

The excavation of the trench for pipe culverts and storm sewers shall be as specified in Section 2 of these specifications.

6-6.5 Foundation

Where the foundation material is of inadequate supporting value a suitable foundation shall be provided, as directed by the Engineer, by the removal of unsuitable material and replacing with suitable material. Pipe shall not be laid on blocks or timbers, or on other unyielding material, except where the use of such devices is called for in the plans.

6-6.6 Sealing Joints

For all concrete pipe other than side drain pipe, the pipe joints shall be sealed by the use of round rubber gaskets. The gasket and the surface of the pipe joint, including the gasket recess, shall be clean and free from grit, dirt and other foreign matter, at the time the joints are made. In order to facilitate closure of the joint, application of an approved vegetable soap lubricant immediately prior to closing of the joint will be permitted.

6-6.7 Backfilling

The backfilling around the pipe shall be as specified in Section 2 of these specifications.

6-7 End Treatment

The end treatment required at each cross drain, side drain, or storm sewer pipe end shall be as shown in the plans.

END OF SECTION

SECTION 7
PAVEMENT STRIPES AND MARKINGS

7-1 Description

The work specified in this Section consists of the painting of parking stripes and markings. All work shall be completed in conformity with the plans and specifications, and where so referenced, to the "Florida Department of Transportation Standard Specifi- cations for Road and Bridge Construction", latest edition, and to the Florida Department of Transportation Roadway and Traffic Design Standard Index Drawings.

7-2 Materials

BINKLEY ENGINEERING
Certificate of Authorization No. 32308
434 Benning Drive, Destin, FL 32541
Phone: (850) 974-5421
rsbinkley@gmail.com

LICENSED BINKLEY PROFESSIONAL ENGINEER No. 56762 STATE OF FLORIDA
Ross S. Binkley, P.E. License No. 56762

DATE:

REVISIONS:

INDIAN BAYOU WEST

SPECIFICATIONS

NOT FOR CONSTRUCTION

DATE: 8/27/20
SCALE: N/A
SHEET
8.1
TOTAL SHEETS 47

7-2.1 Paint
Paint for parking stripes shall conform to Section 971 of the referenced Florida Department of Transportation Standard Specifications, Code T-1 (white). Blue pavement markings shall be tinted to match shade 15180 of Federal Standards 595a.

7-3 Application and Installation

7-3.1 Paint
The surface which is to be painted shall be cleaned, by compressed air or other effective means, immediately before the start of painting, and shall be clean and dry when the paint is applied. Any vegetation or loose material shall be removed from the pavement before striping is begun.

The paint shall be thoroughly mixed before it is poured into the painting machine. The painting machine shall be of a type and design which will readily obtain uniformity with regard to paint stripe thickness and alignment. The contractor shall set tack points and stringlines as required to establish proper spacing and alignment.

7-3.2 Parking Stripes and Markings
All materials and work including thickness and width shall comply with the requirements of Section 710 of the referenced Florida Department of Transportation Standard Specifications. The minimum rate of application shall be one gallon per 320 linear feet for 4 inches solid stripes.

The contractor shall be responsible for protecting new parking stripes and markings from vehicular traffic. Any defective stripes or markings or portion of the stripes or markings damaged by passing traffic or from any other cause shall be corrected at the contractor's expense.

END OF SECTION

SECTION 8
GRASSING

8-1 Description
The work specified in the Section consists of the establishing of a stand of grass, within the limits shown on the plans by sodding or seeding, mulching, fertilizing, watering, grading and maintaining the grassed areas until the completion of the project and final acceptance.

The Contractor shall install permanent vegetated ground cover over all open areas within the limits of construction and adjacent road rights-of-way where existing vegetation has been disturbed by construction operations. All stormwater retention and detention basins and swales shall be solid sodded unless otherwise noted on plans. All slopes which are 3 horizontal to 1 vertical or greater shall be solid sodded unless otherwise noted on plans.

8-2 Materials

8-2.1 Seed
Unless otherwise directed, permanent type grass seed shall be a mixture of 20 parts Bermuda seed and 80 parts Pensacola Bahia seed. Quick-growing type grass seed shall be a species which will provide an early ground cover during the particular season when planting is done and will not later compete with permanent grass. The separate types of seed used shall be thoroughly dry-mixed immediately before sowing. Seed which has become wet shall not be used.

The Bermuda seed shall be an equal mixture of hulled and unhulled seed. The Pensacola Bahia seed shall be scarified seed, having a minimum active germination of 40 percent and a total germination of 85 percent. All seed shall meet the requirements of the State Department of Agriculture and Consumer Services and all applicable State Laws.

8-2.2 Sod
Unless otherwise directed by the Owner, sod shall be of centipede grass. It shall be taken up in commercial-size rectangles, except where 12 inch strip sod is called for. It shall be well matted with roots, dense, uniform, weed-free, be certified to be free of disease and insects, nematodes, and have good sod strength. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted. When stacked, it shall not be allowed to heat up above 100 degrees F.

8-2.3 Fertilizer
The fertilizer for seeding and sodding shall be 12-8-8 commercial fertilizer complying with the State fertilizer laws.

8-2.4 Dolomitic Limestone
Dolomitic Limestone shall be an approved product, designated for agricultural use.

8-2.5 Mulch
The mulch material used for seeding shall be dry straw or hay, consisting of oat, rye, or wheat straw, or of pangola, peanut, coastal Bermuda or Bahia grass hay.

8-2.6 Water
Water used in the grassing and planting operations may be obtained from any approved spring, pond, lake, stream, or municipal water system. The water shall be free of salt, of excess and harmful chemicals, acids, alkalies, or any substances harmful to plant growth or obnoxious to traffic.

8-3 Grassing Limits
The Contractor shall take all precautions necessary to limit the area disturbed by construction. Existing grassed areas disturbed by construction outside the limits shown on the plans, shall be re-grassed by seeding to match existing conditions, at the Contractor's expense.

8-4 Application of Fertilizer and Lime
In areas to be seeded or sodded, fertilizer and/or lime shall be applied at a rate of 500 pounds per acre. Fertilizer and/or lime shall be spread uniformly and mixed to a depth of approximately four (4) inches.

8-5 Seeding
The ground over which the seed is to be sown shall be prepared by disk-harrowing and thoroughly pulverizing the soil to a suitable depth. The prepared soil shall be loose and reasonably smooth. It shall be reasonably free of large clods, roots, and other material which will interfere with the work or subsequent mowing and maintenance operations. While the soil is loose and moist, the seed shall be scattered uniformly over the gassing area. Unless shown otherwise in the plans, the rate of spread for the permanent type seed mixture shall be 100 pounds per acre.

When so directed by the plans or the Engineer, seed of an approved quick-growing species of grass, such as rye, shall be spread in conjunction with the permanent seed mixture at the rate of 30 pounds per acre.

8-6 Mulching
Approximately two inches, loose thickness, of the mulch material shall be applied uniformly over the seeded area and the mulch material cut into the soil to produce a loosed mulched thickness of three or four inches.

8-7 Rolling
Immediately after the completion of the seeding, the entire area grassed and mulched shall be rolled with approved equipment. At least two trips over the entire area will be required.

8-8 Sodding
Whenever a suitable area has been graded and is ready for sodding, the Contractor shall proceed at once with sodding of the available areas. Sodding shall be incorporated into the project at the earliest practical time in the life of the contract. Sodding shall not be performed when weather and soil conditions are, in the Engineer's opinion, unsuitable for proper results. The sod shall be placed on the prepared surface, with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appro- priate tools.

Where sodding is used in drainage ditches, the setting of the pieces shall be staggered, such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips shall be tamped so as to produce a featheredge effect.

On areas where the sod may slide, due to the height and slope, the Engineer may direct that the sod be pegged, with pegs driven through the side blocks into firm earth, at suitable intervals. Any pieces of sod which, after placing, show an appearance of extreme dryness shall be removed from the work.

8-9 Watering
The seeded areas shall be watered so as to provide optimum growth conditions for the establishment of the grass. The seeded areas shall be kept in a moist condition for the duration of the contract period (and in no case less than two weeks). The moistened condition shall extend at least to the full depth of the rooting zone. Water shall not be applied, however, when there is danger of a freezing condition.

8-10 Maintenance
The Contractor shall maintain seeded areas in a satisfactory condition until final acceptance is made. Such maintenance shall include watering, and filling, leveling and repairing any washed or eroded areas.

END OF SECTION

SECTION 9
POTABLE WATER SYSTEM

9-1 Description

The work specified in this section consists of the construction of a potable water system, which includes the potable water distribution mains, valving, fire hydrants, and service piping. The potable water system shall be constructed in conformity with the plans and in accordance with these specifications, or the specifications and requirements of the Destin Water Users, Inc. (Utility Company), whichever is more stringent.

9-2 Codes and Standards

The contractor shall comply with the requirements of Chapter 610-555 of the Florida Department of Environmental Protection rules and the applicable portions of the National Standard Plumbing Code pertaining to the installation of potable water systems. Additionally, the contractor shall comply with the requirements of the local fire marshall and Utility Company regulations pertaining to fire hydrants, including hose unit threading and similar matching of connections. The contractor shall obtain required permits and inspections and shall coordinate tapping of existing water mains with the Utility Company.

9-3 Materials

9-3.1 Detector wire

No. 14 copper tracer wire shall be required for all non-metallic water mains. Tracer wire shall be well connected to fire hydrants and shall be protected during backfilling operations to prevent breakage.

9-3.2 Piping and Pipe Fittings

9-3.2.1 Water Mains

Water main piping shall be polyvinyl chloride (PVC) pipe. Water main piping 9-1/2" through 3" in size shall conform to ASTM D 2241, SDR 26 (PVC material 124512-b) with push-on joints conforming to ASTM D 3139 and elastomeric gaskets conforming to ASTM F 477. Water main piping 4" through 12" in size shall conform to AWWA C 900-89, DR 18, and shall be furnished in cast-iron pipe equivalent outside diameters with rubber gasketed joints as AWWA C 900 listed. All water main piping shall be Stamped "NSF-PW". All water main fittings shall be constructed of either ductile iron or cast iron conforming to AWWA C 110 or ANSI A 21.10, respectively.

9-3.2.2 Water Service Piping

Water service piping shall be polyethylene (PE) tubing conforming to ASTM D 1248, Class 160, with brass or bronze barbed fittings with 2 strap-type stainless steel clamps over pipe at each insert.

9-3.3 Valves

9-3.3.1 Gate Valves

Gate valves shall be of cast iron body, fully bronze mounted, double-disc, and having parallel seats, with wide flanged, mechanical joint, or spigot ends depending on installation. Gate valves shall have a minimum working pressure of 175 psi, and shall comply with AWWA C 500. Gate valves shall open by counterclockwise rotation of the valve stem and shall be fitted with hub-type hand operators. Gate valves shall be sized and located as indicated on the plans.

9-3.3.2 Water Service Clamps and Stops

9-3.3.2.1 Double Clamp Tapping Saddle

Double clamp tapping saddle shall be manufactured by Ford Metering, Co.

9-3.3.2.2 Corporation Stops

Corporation stops shall be Ford Model No. F-1000, or approved equal. Inlets shall have compression connections and outlets shall have iron pipe threads.

9-3.3.2.3 Curb Stops

Curb stops shall be as manufactured by Ford, or approved equal. Inlets shall have compression connections and outlets shall have iron pipe threads.

9-3.3.3 Valve Boxes

An adjustable cast-iron valve box of suitable size shall be provided at each gate valve. The head shall be round and the lid shall have the word "WATER" cast on it. The least dimension of the shaft of the box shall be 5-1/4". A 2'-0" diameter by 6" concrete collar shall be poured around the shaft at the valve box surface. The valve boxes shall be Clow F-2452, or approved equal.

9-3.4 Fire Hydrants

Fire hydrants shall be dry-barrel type conforming to AWWA C 502. Hydrants shall have 6" outlet, one 5-1/4" pumper connection, and two 10-1/2" hose connections. The size and shape of operating nuts and threads on hose and pumper connections shall be as required by the utility company. The hydrants shall be America Darling, (Model B84B-5) with tamper proof bonnet.

9-3.5 Anchorages

The contractor shall provide anchorages for tees, wyes, crosses, plugs, caps, bends, valves, and hydrants as required. After installation, apply full coat of bituminous material to surface of any ferrous anchorages. Anchorage types are as follows:

(1) clamps, straps, and washers: steel, ASTM A 506.
(2) rods: steel, ASTM A 575.
(3) rod couplings: malleable-iron, ASTM A 197.
(4) bolts: steel, ASTM A 307.
(5) thrust blocks: concrete, 2500 psi, sized as indicated.

9-3.6 Water Meters

Water meters for billing are to be procured from Destin Water Users, Inc.

9-4 Installation

9-4.1 Pipe Laying and Jointing

Pipe, fittings, valves and accessories shall be carefully inspected before and after installation and those found defective shall be rejected and replaced. Before placing in position, contractor to clean pipe, fittings, valves and accessories and maintain in clean condition. Cut pipe accurately to measurements established at the site and work into place without springing or forcing. Support pipe at its proper elevation and grade, taking care to secure firm and uniform support. Lay pipe so that the full length of each section of pipe and each fitting will rest solidly on the pipe bedding; excavate recesses to accommodate bells, joints, and couplings. Provide anchors and supports where necessary for fastening work into place. Concrete reaction, thrust blocks or restrained joints shall be applied for all tees, plugs, caps and bends deflecting 210-1/2 degrees or more. Keep trenches free of water until joints have been properly made. At the end of each day's work, close open ends of pipe temporarily with wood blocks or bulkheads. Do not lay pipe when conditions of trench or weather are unsuitable. In addition to the above, PVC pipe and fittings installation shall conform to the requirements of UNI B-3.

Water mains shall be laid at least 10' horizontally from any existing or proposed sewer. The distance shall be measured edge to edge. In cases where it is not practical to maintain a ten foot separation, and when approved by D.E.P., DWU, and the Engineer, the water main may be installed closer to the sewer, provided that the water main is laid in a separate trench or on an undisturbed earth shelf located on one side of the sewer at such an elevation that the bottom of the water main is at least 18" above the top of the sewer.

Between the invert of the upper pipe and the crown of the lower pipe. Where this minimum separation cannot be maintained, the crossing shall be arranged so that the sewer pipe joints and water main joints are equidistant from the point of crossing with no less than 10' between joints. Alternatively, the sewer main be placed in a sleeve or encased in concrete to obtain the equivalent of the required 10' separation.

Excavation and backfilling of water main trenches shall conform to Section 2 of these specifications. Provide a minimum of 36" of cover over water mains.

9-4.2 Gate Valves

Install gate valves in accordance with the requirements of AWWA C 600 for valve-and-fitting installation. Valve boxes shall be placed concentrically over the valve operating nut.

9-4.3 Fire Hydrants

Install fire hydrants in accordance with the requirements of AWWA C 600 and AWWA M 17, "Installation, Operation, and Maintenance of Fire Hydrants".

9-4.4 Connection to Existing Water System

Coordinate and make connections to the existing water system in a manner approved by the Utility Company, and with a minimum interruption of service on the existing system.

9-5 Field Testing

9-5.1 General

Conduct piping tests before joints are covered, and after thrust blocks have sufficiently hardened. Fill pipeline with water 24 hours prior to testing, and apply test pressure to stabilized system.

9-5.2 Hydrostatic Tests

9-5.2.1 Pressure During Test

After the pipe has been laid and backfilled as specified, each valved section of newly laid pipe shall, unless otherwise specified, be subjected to a hydrostatic pressure equal to 150 psi. The contractor shall record the testing by the use of a pressure recording gauge, and after all testing is complete, the recording shall be turned over to the engineer for his files.

9-5.2.2 Duration of Pressure Test

The duration of each pressure test shall be at least 2 hours.

9-5.2.3 Procedure

Each section of pipe shall be slowly filled with water and the specified test pressure, measured at the lowest point of the elevation, shall be applied by means of a pump connected to the pipe in a satisfactory manner. The pump, pipe connection, gauges meter, and all necessary apparatus shall be furnished by the contractor. The test shall be applied to each valved section in order to check the leakage through all valves.

9-5.2.4 Expelling Air Before Test

Before applying the specified test pressure, all air shall be expelled from the pipe. To accomplish this, taps shall be made, if necessary, at points of highest elevation and afterwards tightly plugged.

9-5.2.5 Definition of Leakage

Leakage is defined as the quantity of water to be supplied into the newly laid pipe, or any valved section of it, necessary to maintain the specified leakage test pressure after the pipe has been filled with water and the air expelled.

9-5.2.6 Permissible Leakage

Suitable means shall be provided by the contractor for determining the quantity of water lost by leakage under normal operating pressure. No pipe installation will be accepted until or unless this leakage (evaluated at 150 psi) is less than the figure stated below:

	gal's/1000'/24 hrs.	Gal's/1000'/1 hr.
2"	3.8 gal.	0.16 gal.
3"	5.7 gal.	0.24 gal.
4"	7.6 gal.	0.32 gal.
6"	11.4 gal.	0.47 gal.
8"	15.2 gal.	0.63 gal.
10"	18.9 gal.	0.79 gal.
12"	22.7 gal.	0.95 gal.

9-5.2.7 Variation from Permissible Leakage

Should any test of combined sections of pipe laid disclose leakage greater than the specified limit, the contractor shall, at his expense, locate and repair the defective joints until the leakage is within the specified allowance.

9-5.2.8 Water for Testing

Water for testing shall be provided by the contractor at his expense.

9-5.2.9 Time for Making Test

Pipe may be subjected to hydrostatic pressure, inspected, and tested for leakage at any convenient time after partial completion of backfill. The contractor may test the system with joints exposed or with backfilling complete at his option. The Engineer and the Utility Company shall be notified at least 24 hours before scheduling testing with a Utility Company representative present.

9-5.3 Operating Tests

Open and close all valves and hydrants under system water pressure. Check dry barrel hydrants for proper drainage.

9-6 Disinfection

Flush and disinfect the new potable water system in accordance with AWWA C 601 to the satisfaction of the Engineer and the Utility Company. In the process of chlorinating water, all valves or other appurtenances shall be operated while the pipe line is filled with the chlorinating agent.

9-7 final flushing and testing

Following disinfection, all treated water shall be thoroughly flushed from the newly laid pipe system at its extremities until the replacement water throughout its length shall upon test, both chemically and bacteriologically, be approved by the Florida Department of Environmental Protection. The contractor shall be responsible for arranging and paying for the test samples.

9-8 As-built Certification

In accordance with the rules of Florida Department of Environmental Protection, Chapter 610-555, the Engineer of Record will be responsible for observation of the construction of the potable water system to assure compliance with plans and specifications, and said Engineer will report to DEP upon completion of the construction and cleaning and disinfecting described above before the system can be placed into service. The contractor shall notify the engineer a minimum of 24 hours before beginning construction on the potable water system.

9-9 As-built Drawings

The contractor shall furnish the Engineer at the close of the project, with one (1) set of marked-up construction plans depicting as-built conditions of the potable water system. The as-built plans shall show the location of water services, water valves, and fire hydrants. Engineering approval of the potable water system will not be made until accurate and legible as-built plans are received.

END OF SECTION

SECTION 10
RECLAIMED WATER DISTRIBUTION SYSTEM (A.K.A. REUSE WATER)

10-1 Description

The work specified in this section consists of the construction of reclaimed water services and other appurtenances, in conformity with the plans and in accordance with these specifications, or the general utility specifications of Destin Water Users, Inc. (Utility Company), whichever is more stringent.

10-2 Codes and Standards

The contractor shall comply with the requirements of Chapter 610-604 and 610-610 of the Florida Department of Environmental Protection rules, the applicable portions of the National Standard Plumbing Code and Ten State Standards pertaining to the installation of reclaimed water systems, and the Utility Accommodation Manual of the Florida Department of Transportation, latest edition. The contractor shall obtain required permits and inspections from the Utility Company.

10-3 Materials

10-3.1 Detector Wire

No. 12 copper tracer wire shall be required for all non-metallic services and shall be protected during backfilling operations to prevent breakage.

10-3.2 Gate Valves - See Section 9

10-3.3 Piping and Pipe Fittings - See Section 9

10-3.3.1 Reclaimed Water Mains - See Section 9

10-3.3.2 Reclaimed Water Service Piping

Water service piping shall be polyethylene (PE) tubing conforming to ASTM D 1248, Class 160, with brass or bronze barbed fittings with 2 strap-type stainless steel clamps over pipe at each insert. All reclaimed water infrastructure (mains, services, etc.) shall be color coded using pantone purple 522C using light stable colorants.

10-3.3.3 Reclaimed Water Service Clamps and Stops

10-3.3.3.1 Service Clamps

Service clamps shall be Clow-Vega model F-6350 as manufactured by Clow, Wichita Falls, Texas, or Dresser style 194 as manufactured by Dresser Manufacturing Co., Bradford, PA, or approved equal.

10-3.3.3.2 Corporation Stops

Corporation stops shall be Ford Model No. F-1000, or approved equal. Inlets shall have compression connections and outlets shall have iron pipe threads.

10-3.3.3.3 Curb Stops

Curb stops shall be as manufactured by Ford, or approved equal. Inlets shall have compression connections and outlets shall have iron pipe threads.

10-3.3.4 Valve Boxes - See Section 9

10-3.4 Anchorages - See Section 9

10-5 Installation - See Section 9

10-6 Field Testing - See Section 9

10-7 As-built Certification

In accordance with the rules of Florida Department of Environmental Protection, Chapter 610-604, the Engineer of Record will be responsible for observation of the construction of the reclaimed water system to assure compliance with plans and specifications, and said Engineer will report to DEP upon completion of the construction before the system can be placed into service. The contractor shall notify the engineer a minimum of 24 hours before beginning construction on the reclaimed water system.

10-8 As-built Drawings

The contractor shall furnish the Engineer at the close of the project, with one (1) set of marked-up construction plans depicting as-built conditions of the reclaimed water system. The as-built plans shall show the location of water services, bends and valves. Engineering approval of the reclaimed water system will not be made until accurate and legible as-built plans are received.

END OF SECTION

SECTION 11
SANITARY SEWAGE SYSTEM

11-1 Description

The work specified in this section consists of the construction of a gravity sanitary sewer collection system, including sanitary sewer collection lines, service lines, sanitary sewer manholes, and other appurtenances, in conformity with the plans and in accordance with these specifications, or the specifications and requirements of the Destin Water Users, Inc. (Utility Company), whichever is more stringent.

11-2 Codes and Standards

The contractor shall comply with the requirements of Chapter 610-604 of the Florida Department of Environmental Protection rules and the applicable portions of the National Standard Plumbing Code and Ten State Standards, pertaining to the installation of gravity sanitary sewer collection systems. The contractor shall obtain required permits from DEP and inspections required by the Utility Company.

11-3 Materials

11-3.1 Gravity Sewer Collection Lines and Fittings

Gravity sewer collection line piping and fittings (6" through 12") shall be polyvinyl chloride (PVC) conforming to ASTM D 3034, Type PSM, SDR 35. Jointing shall be accomplished by means of elastomeric gasket joints conforming to ASTM D 3212. Gasket material shall be suitable for use with domestic sewage and shall conform to ASTM F 477.

11-3.2 Sewer Service Lines

Sewer service line piping and fittings (4" and smaller) shall be polyvinyl chloride (PVC) conforming to ASTM D 2466. Extend sewer service lines to right-of-way line and bend up at a 45° angle. Extend 18" above ground and cap.

11-3.3 Manholes

Sanitary sewer manholes shall be constructed of precast reinforced concrete, sized as indicated, and complying with ASTM C 478. Manhole tops shall be eccentric cone type and manhole bases shall be base riser sections with integral floors. No steps shall be provided in any sanitary sewer manholes of any depth.

Sanitary sewer manhole frames and covers shall be of heavy-duty cast iron construction, sized as indicated. The manhole cover shall be of indented top design with lettering cast into the top reading "SEWER". Manhole frames and covers shall be Vulcan Foundry No. VM-37, Neenah Foundry No. R-1600, or approved equal. Manhole frames and covers are to be coated with coal-tar epoxy.

11-3.4 Cleanouts

Sanitary sewer cleanouts shall be constructed of PVC pipe extended to the ground surface with PVC plugs.

11-4 Installation

11-4.1 Gravity Collection and Service Lines

Each section of pipe shall be carefully inspected before and after it is installed and defective pipe shall be rejected and removed. Sewer lines shall be laid beginning at the low point of the system, true to the grade and alignment indicated, with unbroken continuity of invert. Clear interior of piping of dirt and other superfluous material as work progresses. Open ends of pipe at the end of each day's work shall be closed temporarily with wood blocks or bulkheads. In addition to the above, PVC gravity sewer lines shall be installed in accordance with UNI-B-5.

Sewers shall be laid at least 10' horizontally from any existing or proposed water main. The distance shall be measured edge to edge. In cases where it is not practical to maintain a ten foot separation, and when approved by DEP, DWU, and the Engineer, the sewer may be installed closer to the water main, provided that the water main is in a separate trench or on an undisturbed earth shelf located on one side of the sewer at an elevation so that the bottom of the water main is at least 18" above the top of the sewer.

Sewers crossing under water mains shall be laid to provide a minimum vertical distance of 18" between the invert of the upper pipe and the crown of the lower pipe. Where this minimum separation cannot be maintained, the crossing shall be arranged so that the sewer pipe joints and water main joints are equidistant from the point of crossing with no less than 10' between joints. Alternatively, the sewer main may be placed in a sleeve or encased in concrete to obtain the equivalent of the required 11' separation.

Excavation of pipe trenches shall conform to Section 2 of these specifications.

11-4.2 Sewer Manholes

Sanitary sewer manholes shall be installed in accordance with ASTM C 891. Where manholes occur in pavements, set top of frames and covers flush with the finished surface. Elsewhere, set tops 3" above finished surface, unless otherwise indicated. Grout inverts of manholes to provide continuity of grade and direction change through manhole. The exterior of the manhole shall be given two coats of Koppers 300M, or equal, before backfilling operation.

Sewer manholes shall be coated with a self-priming heavy duty cold applied coal tar material similar and equal to Koppers "bitumastic super service black". Provide a minimum of two (2) coats at a rate of 50 to 60 square feet per gallon per coat.

11-5 Backfilling

Backfill pipe trenches and around structures in accordance with Section 2 of these specifications.

11-6 Inspection and Testing

Inspect piping to determine whether line displacement or other damage has occurred. Make inspections after lines between manholes, or manhole locations, have been installed and approximately 2' of backfill is in place, and again at the completion of the project. If inspection indicates poor alignment, debris, displacement, or other defects, correct such defects and reinspect.

Leakage tests may include appropriate water or low pressure air testing. The leakage outward or inward (exfiltration or infiltration) shall not exceed 50 gallons per inch of pipe diameter per mile per day for any section of the system. An exfiltration or infiltration test as appropriate shall be performed with a minimum positive head of 2'. The water test, if used, shall be run continuously for a period of not less than 3 hours, with weir reading taken at 20 minute intervals. The air test, if used, shall, as a minimum, conform to the test procedure described in ASTM F 1417-92 (1998) "Standard Test Method for Installation Acceptance of Plastic Gravity Sewer Lines using Low-pressure Air". All test times shall be calculated using Ramseier's equation t = 0.085 (dk/q) where

t = shortest time, in seconds allowed for the air pressure to drop 1.0 psig
k = 0.000419 dl, but not less than 1.0
q = 0.0015 cubic feet/minute/ square feet of internal surface
d = nominal pipe diameter in inches
l = length of pipe being tested in feet

For more efficient testing of long test sections and /or sections of larger diameter pipes a timed pressure drop of 0.5 psig may be used in lieu of the 1.0 psig drop. If 0.5 psig pressure drop is used, appropriate required test times shall be exactly half as long as those obtained using Ramseier's equation for t cited above.

The testing methods provided should take into consideration the range in groundwater elevations projected and the situation during the test.

The test shall be made by the contractor with the Utility Company representative being present to verify the test accuracy. The Engineer and the Utility Company shall be notified 24 hours in advance. Where infiltration occurs in excess of the specified amount, the defective pipe or joints shall be located and repaired at the expense of the contractor. If the defective portions cannot be so located, the contractor, at his own expense, shall remove and reconstruct as much of the original work as necessary to obtain a sewer system within the allowable infiltration limits.

The sewer or sewers shall be pumped out and normal infiltration conditions prevail before testing shall be started.

All sewer mains and services shall be pressure tested as specified in this section or as required by the Florida Department of Environmental Protection and the Utility Company.

All sanitary sewer mains and manholes must be video taped and provided to the Utility Company before accepted for service.

11-7 As-built Certification

In accordance with the rules of the Florida Department of Environmental Protection, Chapter 610-604, the Engineer of Record will be responsible for observation of the construction of the sanitary sewer collection system to assure compliance with the plans and specifications, and said Engineer will report to DEP upon completion of the construction before the system can be placed into operation. The contractor shall notify the Engineer a minimum of 24 hours before beginning construction on the sewer collection system.

11-8 As-built Drawings

The contractor shall furnish the Engineer at the close of the project, with three (3) sets of marked-up construction plans depicting as-built conditions of the sanitary sewer system. The as-built plans shall show the location of sanitary sewer services and the location and elevation of sanitary sewer manholes. Elevations shall be relative to project datum. Engineering approval of the sanitary sewer system will not be made until accurate and legible as-built plans are received. The Utility Company requires an electronic cad file in addition to certified record drawings.

END OF SECTION

SECTION 12
SANITARY SEWER PUMPING SYSTEM

12-1 Description

The work specified in this section consists of the construction of a sanitary sewer pumping system, including lift station, control panels, pressure conduit and valves, and other appurtenances in conformity with the plans and in accordance with these specifications, or the requirements of the Destin Water Users, Inc. (Utility Company), whichever is more stringent.

12-2 Codes and Standards

The contractor shall comply with the requirements of Chapter 610-604 of the Florida DEP rules and the applicable portions of the National Standards Plumbing Code and Ten State Standards, pertaining to the installation of sanitary sewer systems. All electrical work shall be performed in the National Electric Code. The contractor shall obtain required permits and inspections from the Utility Company.

12-3 Submittals

The contractor shall submit manufacturer's product data and installation instruction for conduit and fittings, valves, and accessories. In addition, shop drawings and/or catalog performance (including installation drawings, wiring diagrams, operation and maintenance instruction) for pump station, and certified pump performance curves shall be submitted. The contractor shall not ship nor install equipment prior to receipt of shop drawings stamped "for job use" or "approved for construction" from the Engineer.

12-4 Products/materials

12-4.1 Pumps

Pump motors shall be sized as required to be non-overloading at any point on the pump performance curve. The pumps shall be Wilo, KSB or Grumdfos sewer pumps. The pumps shall be equipped with submersible motors, suitable for operation in domestic sewage, but with the capacity to run "dry" without damage. The pumps shall be designed for removal from above using a 2"ø guide rail system. Pumps must be able to pass minimum sphere of 3.0". Refer to lift station details for pump model and specifications.

12-4.2 Electrical Section

This section applies to lift station discharging 300 gallons per minute or less. All others shall be submitted to Destin Water Users for approval.

12-4.3 Control Panel

Provided by the Utility Company.

12-4.4 Power Supply and Main Disconnect

Power supply to the control panel shall be either 240 volt, 3 phase, 4 wire or 480 volt, 3 phase, 4 wire. Minimum service shall be 240 volt 200 amp. A 3" rigid schedule 40 conduit for incoming power from transformer to meter shall be provided. Single phase will not be accepted.

Fusible safety disconnect of rated incoming amperage shall be manufactured by Square D (Model #H324NRB). All disconnects shall be installed between meter and double throw safety switch.

12-4.5 Conduit

All conduit shall be 2" rigid schedule 40 (except as stated in 4.4). A seal off is required for all conduits between the wet well and control panel. The seal off shall be filled with Appleton duc seal non-hardening compound. These shall be mounted 12" off the concrete pad. Each conduit shall enter the control panel directly under the corresponding control point.

12-5 Wetwell Section

This section applies to lift stations discharging 300 gallons per minutes or less. All lift stations will be a duplex pump style. All others must be submitted for approval.

12-5.1 Wet Well

Minimum inside diameter of 4' and shall not have less than 7' of depth from bottom of the lowest invert to top of grout. The wet well floor shall be filled with grout up to bottom of the base ells. All inside seams shall be filled with non-shrink grout. Wet well shall be coated with HDPE liner or Spectrashield.

LICENSED PROFESSIONAL ENGINEER
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DATE:

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INDIAN BAYOU WEST

SPECIFICATIONS

NOT FOR CONSTRUCTION

DATE: 8/27/20

SCALE: N/A

SHEET
8.2
TOTAL SHEETS 47

12-5.2 Piping

All piping shall be 4" or greater ductile iron. All connections will be made by means of flat flange type. Discharge pipes shall be one continuous piece from the base ell to the 90 degree elbow that exits wet well. For discharge pipes that have a length greater than 15', a solid sleeve coupling shall be used. The coupling will be mounted so it will not be submersed except under a flooded condition.

12-5.3 Base Ells

Base ells shall be high pressure coupling style as manufactured by approved pump manufacturer. It shall be a high pressure coupling style that utilizes a single stainless steel 2"Ø rail system. The rail shall be continuous from base ell to 6" above 90 degree elbow. The rails shall be mounted to the 90 degree elbows by an intermediate guide rail support flange mount.

12-5.4 Grout

The floor shall be poured with grout up to the bottom of base ells, at a 1 to 1 slope on the sides for chamfer (Rolloc) but is not to interfere with pump operation.

12-5.5 Float Hanger

Provided by DWU.

12-5.6 Air Vent

A 4" aluminum air vent is required. It is to be stub on opposite side as the conduit from wet well under the control panel a minimum of 18" above elevation of wet well.

12-5.7 Cross Brace

A cross brace made of 3"x3"x1/2" aluminum angle shall be used to brace the discharge pipes to the wet well. It will be mounted behind the pipes to the wet well wall with a base plate measuring 6"x9"x3/8". The base plate shall be aluminum flat stock and shall be secured to wall with two 3/8" anchor bolts stainless steel. The brace shall be connected to the discharge pipes with a 4"x3/16" stainless steel u-bolt. The brace shall be mounted 18" below the 90 degree elbows of the discharge pipes.

12-5.8 Access Cover

The access cover shall be manufactured by Hallidy or Thomson Fab. For DWU 36x48 aluminum with slamlock & anchors. Access cover shall open toward the drywell.

12-6 Drywell Section

This section applies to lift stations discharging 300 gallons per minute or less. All others will be submitted for approval.

12-6.1 Drywell

A precast concrete utility box with outside dimension of 6'x5'x4' is required. A minimum clearance of 6" from inside wall or floor and any assembly is required. A 48"x42" double door access hatch with recessed handle and slam lock, no padlock tab. As manufactured by Hallidy or Thompson Fab for Destin Water Users will be used.

12-6.2 Access Cover

The access cover shall be manufactured by Hallidy or Thompson Fab for DWU 48x42 aluminum with slamlock and anchors. Access cover shall be on center with discharge pipes and shall slamlock to wet well side.

12-6.3 Pipe

All piping shall be 4" or greater ductile iron. All connections shall be of flat flange type. Pipe from wet well to check valve will be continuous and will terminate no closer than 6" from inside wall.

12-6.4 Check Valve

Check valves shall be outside spring and lever 4" flat flange style as manufactured by AVK. Two are required.

12-6.5 Plug Valve

Plug valves shall be 1/4 turn flat flange style as manufactured by Val Matic.

12-6.6 Gate Valves

Gate valves shall be of resilient seat design, with wide flange, mechanical joint, or spigot ends, depending on installation. Gate valves shall have a minimum working pressure of 160 psi, shall open by counterclockwise rotation of the valve stem, and shall be fitted with wheel-type hand operator, as applicable. Gate valves shall comply with AWWA C 509.

12-6.7 Bypass

The bypass shall be a 4" male quick disconnect with dust plug. It shall be mounted to a 4" cast iron flat flange female adapter with a 4" galvanized close nipple 6" in length.

12-6.8 Forcemain

Ductile iron pipe shall be used to exit the drywell to a point 18" past outside wall. A mechanical joint transition coupling shall be used to connect to the PVC forcemain.

12-6.9 Pressure Gauge

One liquid filled, stainless steel, 0 to 100 psi pressure gauge with 11-1/2" face shall be used on each discharge pipe with a petcock valve.

12-6.10 Drain

The drain from drywell to wet well shall be a 3" PVC pipe, on a 1/2" fall per foot slope, extended a minimum of 8" into wet well. A gravity flow PVC check valve with removable top shall be used. Check valve shall be manufactured by Plastic Oddities (Model #PBF 380).

12-6.11 Miscellaneous Hardware

The contractor shall supply all miscellaneous hardware. All miscellaneous hardware shall be of Type 304 alloy, stainless steel construction.

12-7 Water Service

A 3/4" water service shall be supplied as shown. Location to be coordinated with Destin Water Users.

12-8 Access

Access shall be provided for operation and maintenance on a 24-hour basis. If a driveway is used, it must be constructed at a minimum of 12' wide and be able to support a heavy-duty vehicle with trailer mounted 100 KV generator. Location of drive to be coordinated with DWU.

12-9 Easement

A recorded easement shall be required for all lift stations and forcemains that are not on rights-of-way. All costs of recording easement shall be the responsibility of the owner.

12-10 Electrical Service

Owner shall initiate account, prior to any pump down test or acceptance by DWU. Owner shall incur any cost prior to acceptance by DWU.

12-11 Piping and Pipe Fittings

12-11.1 Cast Iron Pipe

All cast-iron shall be centrifugally cast conforming to ANSI A 21.6, and meeting all the quality and metallurgical provisions of ANSI standard specification A 21.10 "Thickness Design of Cast-iron Pipe". Lining and coating shall be of bituminous material as specified in article 12-4.8.3.

12-11.1.1 Flanged Joints

ANSI standard specifications B16.1, cast-iron pipe flanges and flanged fittings, 125 pounds, screwed on flanges, faced and drilled to ANSI Class 125 pound template with red sheet rubber gaskets.

12-11.1.2 Fittings

Fittings shall meet ANSI standard specification A21.10, cast-iron fittings, 10-inch through 48-inch for water and other liquids. Minimum pressure rating shall be equal to that of the pipe specified.

12-11.2 Coating for Wastewater Lines

All cast iron pipe and fittings to be installed underground shall be coated on the interior and exterior with hot-dip coal-tar. The exterior of all above ground pipe shall receive a coat of rust inhibitor prime compatible with the finish paint schedule. All bolts, nuts, studs and other uncoated parts of joints for underground installation shall be coated with asphalt or coal-tar prior to backfilling.

12-11.3 Detector Tape

All non-metallic sewer force main lines shall be marked with detector tape and 14 gauge tracer wire to enable location with a ferrous metal detector. The detector tape shall be placed approximately 12" above the pipe and throughout the entire pipe length. Care shall be taken to avoid damage to the detector tape during the backfilling operation.

12-12 Installation

12-12.1 Lift station and Appurtenances

12-12.1.1 General

The lift station and appurtenances shall be installed in accordance with the manufacturer's instructions or the requirements of Destin Water User's, whichever is more stringent.

12-12.1.2 Operation of System

Operation of the station shall be as follows: water level rises to lead pump on level; the lead pump starts and lowers the level to pump(s) off level; the pump stops and automatically alternates to position the second (lag) pump as lead pump for the next cycle. If the lead pump starts and the water level continues to rise to the lag pump on level, the lag pump will then start and both pumps will operate together until the water level is lowered to the pump's off level. If the lead pump fails for any reason, an override control shall begin operating the lag pump.

12-12.1.3 Start-up, Initial Operation

The contractor shall start up and provide initial testing before operation of the completed pumping station. The initial operation shall include filling (using potable water, if necessary) of the wet well as necessary, to cycle and test the pumps and controls, including simulated pump failure, and high water alarm, pump alternation, and other features of the specified equipment. Testing of the station shall be coordinated with the Engineer and the Utility Company.

12-12.2 Pressure Piping

12-12.2.1 General

Pressure piping shall be installed in accordance with the manufacturer's printed instructions. The trench shall be graded so that when the pipe rests on the trench bottom it will have a uniform bearing for its entire length. The pipe shall be carefully examined for defects and the inside cleaned. After placing the pipe in the trench, the ends shall be wiped free from all dirt, sand and foreign material. The joints shall be made in accordance with the recommendations of the pipe manufacturer.

Suitable concrete reaction or thrust blocks shall be applied on all tees, plugs, caps, and bends deflecting 22-1/2 degrees or more, or movement shall be prevented by attaching metal rods or straps approved by the Engineer. Unless otherwise directed, the pipe shall be laid with bell ends facing in the direction of laying. Whenever it is necessary to deflect the pipe from a straight line (either in the vertical or horizontal plane) to avoid obstruction, to plumb stems, or where long radius curves are permitted, the degree of deflection shall be as recommended by the manufacturer of the pipe.

Pressure piping crossing under water mains shall be laid to provide a minimum vertical distance of 18" between the invert of the upper pipe and the crown of the lower pipe. Where this minimum separation cannot be maintained, the crossing shall be arranged so that the sewer pressure piping joints and water main joints are equidistant from the point of crossing with no less than 10' between any two joints. Alternatively, the sewer pressure piping may be placed in a sleeve or enclosed in concrete to obtain the equivalent of the 12' separation.

Excavation and backfilling of sewer pressure pressure piping shall conform to Section 2 of these specifications. Provide a minimum of 30" of cover over sewer pressure piping.

12-13 Testing

Testing of the pressure conduit shall conform to Section 9-5 under potable water system of these specifications.

12-14 As-built Certification

In accordance with the rules of the Florida Department of Environmental Protection, Chapter 610-604, the Engineer of Record will be responsible for observation of the construction of the sanitary sewer pumping system to assure compliance with the plans and specifications, and said Engineer will report to DEP upon completion of the construction before the system can be placed into operation. The contractor shall notify the Engineer a minimum of 24 hours before beginning construction on the sanitary sewer pumping system.

12-15 As-built Drawings

The contractor shall furnish the Engineer at the close of the project with one (1) set of marked-up construction plans depicting as-built conditions of the sanitary sewer pumping system. The as-built plans shall show the location and elevations of the sanitary sewer pumping system. Elevations shall be relative to project datum. Engineering approval of the sanitary sewer pumping system will not be made until accurate and legible as-built plans are received. The Utility Company requires an electronic cad file in addition to certified record drawings.

END OF SECTION

LICENSED PROFESSIONAL ENGINEER
ROSS S. BINKLEY, JR.
No. 56762
STATE OF FLORIDA
Ross S. Binkley, Jr. P.E. License No. 56762

DATE:

REVISIONS:

BINKLEY ENGINEERING
Certificate of Authorization No. 32308
434 Benning Drive, Destin, FL 32541
Phone: (850) 974-5421
rsbinkley@gmail.com

INDIAN BAYOU WEST

SPECIFICATIONS

NOT FOR CONSTRUCTION

DATE: 8/27/20

SCALE: N/A

SHEET

8.3

TOTAL SHEETS 47

ITEM # 2021-3291

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: April 5, 2021
TYPE OF AGENDA ITEM: Presentation
AGENDA OUTLINE NUMBER: 5.B.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney
Lauren Witt, Principal Planner

DATE: March 22, 2021

SUBJECT: First reading of Ordinance 21-02-LC - Amending the official Zoning Map as referenced in the Land Development Code, **Section 7.12.01(A)2** Zoning Maps to include a change in the zoning designations of the parcels from Low Density Residential - Village (LDR-V) to Residential, Office and Institutional-Village Residential (ROI-VR)

I. BACKGROUND: Under City Council direction, Staff has been working to eliminate inconsistencies between the City's Zoning Map and Future Land Use Map. The zoning designation of the two subject parcels along Main Street is not consistent with the future land use of this area as identified in the City's Comprehensive Plan.

The current Zoning Map has the abovementioned parcels zoned as **'Low Density Residential – Village'**; however, the Future Land Use Map designates these properties as '**Residential, Office, & Institutional'**. Therefore, a rezoning of the subject parcels is needed to eliminate the inconsistencies.

II. DISCUSSION: The parcels requiring a zoning amendment are as follows:

- **Parcel ID: 00-2S-22-3091-000J-0200**



Current Zoning	Current Future Land Use	Proposed Zoning
Low Density Residential Village	-Residential, Office, Institutional (ROI)	Residential, Office, Institutional – Village Residential (ROI-VR)

- **Parcel ID: 00-2S-22-3091-000J-0190**



Current Zoning	Current Future Land Use	Proposed Zoning
Low Density Residential Village	-Residential, Office, Institutional (ROI)	Residential, Office, Institutional – Village Residential (ROI-VR)

The intent of the Residential, Office, and Institutional - Village Residential (ROI-VR) zoning district is to maintain and conserve the area as permanent single-family detached residential dwelling units, with or without limited and supportive commercial uses. It is the intent of the ROI - VR zoning district to specifically not allow the following uses to be located in the district: seasonal single-family detached residential dwelling units; commercial hotels, motels, bed and breakfast establishments, and other commercial transient living accommodations.

If approved, the zoning of these parcels will be consistent with the Future Land Use Map.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: The proposed amendments are consistent with Council's directive to align the Future Land Use and Zoning Maps.
At a public hearing held at the regularly scheduled Local Planning Agency meeting on February 18, 2021, the Local Planning Agency recommended City Council approval of proposed **Ordinance 21-02-LC**.

IV. RECOMMENDED MOTION: I move that the City Council approve proposed **Ordinance 21-02-LC**.

Attachments:

1. Admin Rezone Ordinance (LDR-V to ROI VR)

ORDINANCE NO. 21-02-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN THE LAND DEVELOPMENT CODE, SECTION 7.12.01(A)2 ZONING MAPS TO INCLUDE A CHANGE IN THE ZONING DESIGNATIONS OF THE PARCELS DESCRIBED AND GENERALLY DEPICTED IN THE ATTACHED EXHIBIT A FROM LOW DENSITY RESIDENTIAL - VILLAGE (LDR-V) TO RESIDENTIAL, OFFICE AND INSTITUTIONAL-VILLAGE RESIDENTIAL (ROI-VR); PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR JURISDICTION; PROVIDING FOR ZONING MAP AMENDMENT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (Parcel ID Numbers: 00-2S-22-3091-000J-0200 & 00-2S-22-3091-000J-0190)

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF DESTIN, OKALOOSA COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. AUTHORITY. The authority for enactment of this Ordinance is Article 1, Section 1.01(b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, Future Land Use Element Objective 1-3.6. of the City's Comprehensive Plan requires that the City ensure consistency between the City's Zoning Map, and the City's Future Land Use Map; and

WHEREAS, Future Land Use Element Policy 1-3.6.4 requires the City continually review land uses within the City and to ensure appropriate Future Land Use and Zoning Map categories that are consistent and that reflect the City's vision; and

WHEREAS, the City Council has determined that various parcels of property within the City of Destin are not currently within zoning categories that are consistent with the current Future Land Use designations in place for such properties; and

WHEREAS, the City Council desires to administratively rezone the parcels depicted in Exhibit A, from Low Density Residential - Village (LDR) to Residential, Office & Institutional-Village Residential (ROI-VR); and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens;

WHEREAS, after due public notice, a public hearing was conducted by the Local Planning Agency on February 18, 2021, and its recommendations reported to the City Council; and

WHEREAS, after due public notice, a public hearing has been conducted by the City Council.

SECTION 3. ZONING MAP AMENDMENT. The Official Zoning Map of the City of Destin, Florida, as referenced in the Land Development Code, section 7.12.01(A)2, Zoning Maps, is hereby amended to include a change of zoning map designation from Low Density Residential (LDR-V) to Residential, Office and Institutional – Village Residential (ROI-VR), for the parcels with Okaloosa County Parcel ID numbers 00-2S-22-3091-000J-0200 & 00-2S-22-3091-000J-0190, which are generally depicted and described in Exhibit A, attached hereto and incorporated herein by this reference.

SECTION 4. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS ___ DAY OF _____ 2021.

BY: _____
Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney.

_____
Rey Bailey, City Clerk

_____
Kimberly Kopp, City Land Use Attorney

EXHIBIT A



Northern Parcel ID: 00-2S-22-3091-000J-0200

Kell-Aire Gardens 1st Addition Lot 20 Block J

Southern Parcel ID: 00-2S-22-3091-000J-0190

Kell-Aire Gardens 1st Addition Lot 19 Bock J

ITEM # 2021-3379

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: April 5, 2021
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.C.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney
Lauren Witt, Principal Planner

DATE: March 22, 2021

SUBJECT: First reading of Ordinance 21-04-PC - Amending Comprehensive Plan: 2020, Chapter 1 - Future Land Use Element related to building heights to provide for consistency with the City Charter

I. BACKGROUND: On November 3, 2020, the citizens of Destin voted to pass a **City-wide Building Height Limit in the City Charter (Section 7.06)**, prohibiting any structure, or part of a structure, to be erected at a height of greater than six stories, or 75 feet, above the crown of the abutting road unless approved by at least sixty percent (60%) of the City voters at a general election.

Currently, there are building height requirements for each zoning district within the City's Comprehensive Plan. The proposed amendment to **Chapter 1 – Future Land Use Element of the Comprehensive Plan** clarifies that the maximum building height in the City is subject to **Section 7.06** of the City Charter. This will provide consistency between the City's Comprehensive Plan and the City Charter.

II. DISCUSSION: Proposed Ordinance 21-04-PC is designed to provide consistency between the City Charter and the City's Comprehensive Plan, prohibiting any structure, or part of a structure, to be erected at a height of greater than six stories, or 75 feet, above the crown of the abutting road unless approved by at least sixty percent (60%) of the City voters at a general election.

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

III. CONCLUSION: Proposed Ordinance 21-04-PC would provide consistency

regarding building height requirements between the City's Comprehensive Plan and the City Charter.

At a public hearing held at the regularly scheduled Local Planning Agency meeting on March 18, 2021, the Local Planning Agency recommended City Council approval of proposed **Ordinance 21-04-PC,** and direct staff to submit the proposed Ordinance to the State Department of Economic Opportunity for review.

IV. RECOMMENDED MOTION: I move to approve proposed **Ordinance 21-04-PC,** and direct staff to submit the proposed Ordinance to the State Department of Economic Opportunity for review.

Attachments:

1. 21-04-PC Charter Building Heights in Comp Plan

ORDINANCE NO. 21-04-PC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN: 2020; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR TITLE; PROVIDING FOR JURISDICTION; PROVIDING FOR INTENT; AMENDING CHAPTER 1 - FUTURE LAND USE ELEMENT RELATED TO BUILDING HEIGHTS TO PROVIDE FOR CONSISTENCY WITH THE CITY CHARTER; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section l.0l (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, Florida Statutes Section 166.031(1) provides, in part, that "[t]he governing body of a municipality may, by ordinance,…, submit to the electors of said municipality a proposed amendment to its charter, which amendment may be to any part or to all of said charter except that part describing the boundaries of such municipality"; and,

WHEREAS, Article VII of the Charter of the City of Destin holds that the City Council may, by ordinance, propose amendments to any part or all of the City's Charter; and,

WHEREAS, as required by Article VII of the City Charter, the City Council placed proposed amendments to the City Charter to a vote of the electors at the November 3, 2020 general election, including a proposed amendment to restrict maximum building heights City-wide; and,

WHEREAS, the following question was posed to the voters of the City of Destin on November 3, 2020:

> SHALL THE CITY OF DESTIN'S CHARTER BE AMENDED TO PROVIDE THAT NO BUILDING HEIGHT IN THE CITY SHALL EXCEED SIX STORIES (75 FEET) UNLESS APPROVED BY AT LEAST SIXTY PERCENT OF THE CITY VOTERS AT A GENERAL ELECTION?

WHEREAS, 82.62 percent of voters in the November 3, 2020 municipal election voted to pass a City-wide Building Height Limit in the City Charter ("**Charter Amendment**"); and,

WHERAS, pursuant to the November 3, 2020 election results approving the building height amendment, the City's Charter has been amended to provide:

> "No structure, no part of any structure, and no attachment to any structure shall be erected to a height greater than six stories (75 feet) above the crown of the abutting road. Structures, if demolished, shall be replaced only by structures which conform to the height limits of this section. No owners of structures destroyed or substantially damaged by explosion, fire, flood, wind, erosion, or other disaster shall be denied the right either to rebuild or to demolish and rebuild to the same height as the building that was destroyed or substantially in the same location. For purposes of this section, "structure" does not include water towers, flagpoles, air traffic control towers, and radio and other communication towers.

WHEREAS, the Charter Amendment further provided that any member of the public or the City could petition to exceed such height limit but such petition would require at least 60% approval of the Destin electorate at a future referendum election, followed by a vote of the City Council as the final decision maker on development orders pursuant to state law; and

WHEREAS, the City Charter, as amended, specifically states:

> The City or any member of the public may petition for a variance to erect a structure, part of a structure, or attachment to a structure above the six story (75 feet) building height maximum only after an initial approval of the variance petition by at least sixty percent (60%) of the City electorate voting in a general referendum election. If sixty percent (60%) or more of the City electorate voting in the general referendum election approves such variance at a general referendum election, the City Council shall consider the requested variance. In considering a variance request initiated by the City or any member of the public, the City Council must make findings of fact that the petitioner has met the legal standards for a variance as set forth in the City of Destin's Land Development Code, and the variance must be approved by a majority vote of the City Council after due notice and public hearing. Notice and hearing requirements for such variance shall be in accordance with the provisions for variance set forth in the City of Destin's Land Development Code and the general requirements of law; and

WHEREAS, pursuant to the requirements of section 163.3164, et seq., Florida Statutes, the Community Planning Act, (hereinafter "Community Planning Act") the City of Destin has adopted and has in effect a Comprehensive Plan; and

WHEREAS, the City Council, to ensure the City's orderly growth and development, and for compliance with Florida law, finds it necessary to amend its Comprehensive Plan for consistency with the City's Charter, as amended; and

WHEREAS, the public hearings required to be held by Florida Statute were appropriately noticed and held by the Local Planning Agency and City Council; and

WHEREAS, the City has prepared a supporting document that has been reviewed and accepted by the Local Planning Agency and the City Council for these amendments; and

WHEREAS, the City Council of the City of Destin has determined that the proposed amendment to the Comprehensive Plan would best serve the health, safety and welfare of citizens of the City of Destin.

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

SECTION 3. TITLE. For convenience, this Ordinance may be referred to as the "Charter Consistency Amendment".

SECTION 4: JURISDICTION. The lands subject to this Ordinance shall include all areas within the corporate limits of the City of Destin, Florida.

SECTION 5. INCORPORATION OF RECITALS AND INTENT. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this ordinance upon adoption hereof. It is the intent of the City Council to maintain consistency between the City Charter and City Comprehensive Plan.

SECTION 6. COMPREHENSIVE PLAN AMENDMENT.

NOTE: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, <u>underline language</u> is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol * represents sections of the Comprehensive plan that have been skipped and remain unchanged.**

***

CHAPTER 1: FUTURE LAND USE ELEMENT

***

Policy 1-2.1.11: All maximum building height requirements set forth in this Comprehensive Plan are subject to Section 7.06 of the City Charter.

If any section, phase, sentence, or portion of the City Charter is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof, nor shall such holding affect the validity of any portion of this Comprehensive Plan.

***

SECTION 7: TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY. The City Manager or her designee is hereby designated to sign a letter transmitting the adopted comprehensive plan amendment to the State Planning Agency, in accordance with the Community Planning Act.

SECTION 8: INCORPORATION INTO COMPREHENSIVE PLAN. Upon the effective date of the comprehensive plan amendment adopted by this Ordinance, said amendment shall be incorporated into the City of Destin Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 9: CONFLICTING PROVISIONS. All prior inconsistent ordinances and resolutions adopted by the City of Destin City Council, or parts of ordinances or resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

SECTION 10: SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 11: EFFECTIVE DATE. The comprehensive plan amendment shall not become effective until 31 days after the State Planning agency notifies the City that the plan amendment package transmitted by the City is complete, except however, if the plan amendment is timely challenged, this Ordinance shall not become effective until the date a final order is issued by the State Land Planning Agency, or the date that the Administration Commission enters a final order determining the adopted plan amendment is in compliance. No development orders, development permits, or land use dependent on this amendment may be issued or commenced before it has become effective. After and from the effective date of this amendment, the comprehensive plan

amendment set forth herein shall amend the City of Destin's Comprehensive Plan and shall become a part of that plan and the amendment shall have the legal status of the City of Destin's Comprehensive Plan, as amended.

ADOPTED THIS _____ DAY OF _____, 2021.

By: _____
Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney for the City of Destin, only.

_____
Rey Bailey, City Clerk

_____
Kimberly Kopp, City Land Use Attorney

First Reading: _____
Second Reading: _____

ITEM # 2021-3363

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: April 5, 2021
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.D.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney
Lauren Witt, Principal Planner

DATE: March 22, 2021

SUBJECT: First reading of Ordinance 21-05-PC - Amending Comprehensive Plan: 2020 Chapter 1 - Future Land Use Element, Policy 1-2.1.4 relating to roofing and roof pitch

I. BACKGROUND: Currently, the Comprehensive Plan requires that fully pitched roofs are required to cover not less than 60 percent of the roof surface on all buildings. A minimum pitch of 5:12 and a maximum pitch of 12:12 are required for the fully pitched roof above the cornice line.

This requirement hinders potential economic development within the City, due to architectural restraints experienced by certain uses, such as restaurants and their rooftop equipment that needs requires certain spacing distances for safety.

II. DISCUSSION: Proposed Ordinance 21-05-PC amends **Policy 1-2.1.4 Method of Measuring Building Height**, to allow the requirement for pitched roofs to be reduced or waived by the City Manager or the City Manager's designee. This requirement could be reduced or waived if it was determined that such ratios for roof pitch are unduly burdensome on the applicant for a particular project, provided that the decision be consistent with the intent of the Comprehensive Plan and the City Charter relating to maximum building heights. The proposed waiver is intended to alleviate burdensome situations only, and not to circumvent building height requirements nor provide additional habitable space.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: The proposed **Ordinance 21-05-PC** would amend the Comprehensive Plan to allow the City Manager or the City Manager's designee to waive the requirement of a development to have not less than 60% of the roof surface to be fully pitched, provided that the requirement is unduly burdensome on the applicant for a particular project.

At a public hearing held during the regularly scheduled Local Planning Agency meeting on March 18, 2021, the Local Planning Agency recommended City Council approval of proposed **Ordinance 21-05-PC,** and direct Staff to submit the proposed ordinance to the Florida Department of Economic Opportunity for review.

IV. RECOMMENDED MOTION: I move to approve proposed **Ordinance 21-05-PC,** and direct Staff to submit the proposed ordinance to the Florida Department of Economic Opportunity for review.

Attachments:

1. 21-05-PC Roof Pitch in Comp Plan

ORDINANCE NO. 21-05-PC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, AMENDING ITS COMPREHENSIVE PLAN: 2020; PROVIDING FOR AUTHORITY; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR TITLE; PROVIDING FOR JURISDICTION; PROVIDING FOR INTENT; AMENDING CHAPTER 1 - FUTURE LAND USE ELEMENT, POLICY 1-2.1.4 RELATING TO ROOFING AND ROOF PITCH; PROVIDING FOR TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; PROVIDING FOR INCORPORATION INTO THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section l.0l (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, provide municipalities the authority to exercise any power for municipal purposes, except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, pursuant to the requirements of section 163.3164, et seq., Florida Statutes, the Community Planning Act, (hereinafter "Community Planning Act") the City of Destin has adopted and has in effect a Comprehensive Plan; and

WHEREAS, the City Council, to ensure the City's orderly growth and development, and for compliance with Florida law, finds it necessary to amend its Comprehensive; and

WHEREAS, it is the intent of the City Council to provide some flexibility in the otherwise stringent requirements for roof pitch, provided however, that such flexibility shall not be used to circumvent or evade provisions for maximum building heights or any other requirement of the Comprehensive Plan; and

WHEREAS, the public hearings required to be held by Florida Statute were appropriately noticed and held by the Local Planning Agency and City Council; and

WHEREAS, the City has prepared a supporting document that has been reviewed and accepted by the Local Planning Agency and the City Council for these amendments; and

WHEREAS, the City Council of the City of Destin has determined that the proposed amendment to the Comprehensive Plan would best serve the health, safety and welfare of citizens of the City of Destin.

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

SECTION 3. TITLE. For convenience, this Ordinance may be referred to as the "2021 Roof Pitch Amendment."

SECTION 4: JURISDICTION. The lands subject to this Ordinance shall include all areas within the corporate limits of the City of Destin, Florida.

SECTION 5. INCORPORATION OF RECITALS AND INTENT. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this ordinance upon adoption hereof.

It is the intent of the City Council to provide some flexibility in the otherwise stringent requirements for roof pitch, provided however, that such flexibility shall not be used to circumvent or evade provisions for maximum building heights or any other requirement of the Comprehensive Plan.

SECTION 6. COMPREHENSIVE PLAN AMENDMENT.

NOTE: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, <u>underline language</u> is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol * represents sections of the Comprehensive plan that have been skipped and remain unchanged.**

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CHAPTER 1: FUTURE LAND USE ELEMENT

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Policy 1-2.1.4: Method of Measuring Building Height

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Fully pitched roofs are required to cover not less than 60 percent of the roof surface on all buildings. A minimum pitch of 5:12 and a maximum pitch of 12:12 are required for the fully pitched roof above the cornice line<u>, unless the City Manager or City Manager's designee determines that such ratios for pitch are unduly burdensome on the applicant for a particular project. If the City Manager or City Manager's designee determines that a ratio between 5:12 and 12:12 are unduly burdensome on the applicant for a particular project, the ratio may be waived pursuant to all applicable land development regulations, provided however, that such decision of the City Manager or City Manager's designee shall be consistent with the intent of</u>

the Comprehensive Plan and City Charter relating to maximum building heights. No waiver of roof pitch ratio requirements shall be utilized to circumvent or evade provisions for maximum building heights or any other requirement of the Comprehensive Plan.

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CHAPTER 13

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Building height:

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~~Fully pitched roofs are required to cover not less than 60 percent of the roof surface on all buildings. A minimum pitch of 5:12 and a maximum pitch of 12:12 are required for the fully pitched roof above the cornice line.~~

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SECTION 7: TRANSMITTAL TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY. The City Manager or her designee is hereby designated to sign a letter transmitting the adopted comprehensive plan amendment to the State Planning Agency, in accordance with the Community Planning Act.

SECTION 8: INCORPORATION INTO COMPREHENSIVE PLAN. Upon the effective date of the comprehensive plan amendment adopted by this Ordinance, said amendment shall be incorporated into the City of Destin Comprehensive Plan and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 9: CONFLICTING PROVISIONS. All prior inconsistent ordinances and resolutions adopted by the City of Destin City Council, or parts of ordinances or resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

SECTION 10: SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 11: EFFECTIVE DATE. The comprehensive plan amendment shall not become effective until 31 days after the State Planning agency notifies the City that the plan amendment package transmitted by the City is complete, except however, if the plan amendment is timely challenged, this Ordinance shall not become effective until the date a final order is issued by the

State Land Planning Agency, or the date that the Administration Commission enters a final order determining the adopted plan amendment is in compliance. No development orders, development permits, or land use dependent on this amendment may be issued or commenced before it has become effective. After and from the effective date of this amendment, the comprehensive plan amendment set forth herein shall amend the City of Destin's Comprehensive Plan and shall become a part of that plan and the amendment shall have the legal status of the City of Destin's Comprehensive Plan, as amended.

ADOPTED THIS _____ DAY OF _____, 2021.

By: _____
Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney for the City of Destin, only.

_____
Rey Bailey, City Clerk

_____
Kimberly Kopp, City Land Use Attorney

First Reading: _____
Second Reading: _____

ITEM # 2021-3380

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: April 5, 2021
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.E.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney
Lauren Witt, Principal Planner

DATE: March 22, 2021

SUBJECT: First reading of Ordinance 21-06-LC - Amending Article 7 of the Land Development Code - *Land Use, Type, Density*, *Intensity, Zoning and Regulatory Controls*; amending Table 7-2 - *Table of Allowable Uses* to include police protection and fire protection as a conditional use in all city zoning districts; providing for consistency with the City's Comprehensive Plan

I. BACKGROUND: The Table of Allowable Uses **(Article 7.12.00 – Table 7-2)** in the City's Land Development Code lists the allowed uses within the City and which zoning districts those uses are either permitted or conditional. Currently, Table 7-2 does not include a use specific to police and fire protection.

II. DISCUSSION: In order to allow emergency services such as police and fire protection throughout the City, Staff is proposing **Ordinance 21-06-LC,** which amends **Article 7 – Table 7-2** to include police and fire protection as a conditional use in all zoning districts.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: The proposed ordinance provides consistency with the City's Comprehensive Plan & provides incorporation into the Land Development Code.

At a public hearing held during the regularly scheduled Local Planning Agency meeting on March 18, 2021, the Local Planning Agency recommended City Council approval of proposed **Ordinance 21-06-LC**.

IV. RECOMMENDED MOTION: I move to approve proposed Ordinance 21-06-LC on first reading and direct the City Clerk to advertise the Ordinance for second reading.

Attachments:

1. 21-06-LC Emergency Services Table 7-2

ORDINANCE NO. 21-06-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA, PROVIDING FOR AMENDMENTS TO ARTICLE 7 OF THE LAND DEVELOPMENT CODE "LAND USE, TYPE, DENSITY, INTENSITY, ZONING AND REGULATORY CONTROLS"; AMENDING TABLE 7-2 "TABLE OF ALLOWABLE USES" TO INCLUDE POLICE PROTECTION AND FIRE PROTECTION AS A CONDITIONAL USE IN ALL CITY ZONING DISTRICTS"; PROVIDING FOR CONSISTENCY WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE, CONFLICTING PROVISIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section l.0l (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council of the City of Destin deems it crucial to the public health, safety, and welfare to provide flexibility in its land development regulations for future emergency services throughout the City, subject to all other applicable city regulations, the Comprehensive Plan, and the City Charter; and

WHEREAS, Table 7-2 of the City's Land Development Code, entitled, "*Table of Allowable Uses*" does not currently allow the City Council to consider permitting police and fire protection services in all zoning districts; and

WHEREAS, the City Council in providing for the health, safety and welfare of its citizens desires to amend the City's Land Development Code to allow police and fire protection services as a conditional use in all zoning districts, subject to all other applicable city regulations, the Comprehensive Plan, and the City Charter; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens; and

WHEREAS, a public hearing has been conducted after due public notice by the Local Planning Agency on March 18, 2021, and its recommendations reported to the City Council; and

WHEREAS, a public hearing has been conducted by the City Council after due public

notice.

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

NOTE: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, <u>underline language</u> is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol * represents sections of the Land Development Code that have been skipped and remain unchanged.**

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SECTION 3. AMENDMENT TO TABLE 7-2 "TABLE OF ALLOWABLE USES"

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Table 7-2: Table of Allowable Uses contains all of the allowed uses within the City and in what zoning districts those uses are allowed. Uses not listed as permitted, conditional, or accessory uses in Table 7-2 are prohibited uses. The North American Industry Classification System (NAICS), 2002 Edition shall be used to provide definitions of each use or use groupings listed in Table 7-2. All sub-uses listed under a use in the NAICS, which use is permitted in the zoning designation in question, shall be considered as a permitted use.

TABLE 7-2: TABLE OF ALLOWABLE USES																													
	BE	LDR-V	LDR-HI	LDR-H	MDR-V	MDR-HI	HDR	CBN	CL	CG	CTS	ROI-TD	ROI-VR	ROI-CBR	CBR	TCMU	CMU	CMU-V	SHMU	NHMU	GRMU	HIMU	BRMU	IN	A	INST	REC	CON
Permanent or long-term residential uses																													
Single-family detached dwelling	P	P	P	P	P	P	P	P	P				P	P	P		P	P	C	C	P	C	P						
Multi-family attached					P	P	P	C	P	C			C		P	C	P	C	P	P	P	P	P						

dwelling																												
Mobile home dwelling	C																											
Mobile home development							C																					
Guest house [(1)]	P				P	P	P	P				P	C		P			C											
Accessory dwelling	P				P	P	P	P				P	C		P			C											
Custodian or night-watchman dwelling											P																	
Single room occupancy housing	P	P	P	P	P	P	P	P	P			P	P	P	P	P	P	P	P	P	P	P						
Seasonal or short-term residential uses																		C										
Single-family detached dwelling			P			P	P	P	P			P		P	P		P		C	C	P	P	P					
Luxury motor home resort																					P		P					
Multi-family attached dwelling						P	P	C	P	P		P			P	C	P	C	P	P	P	P	P					
Other residential																												

uses																												
Community residential home, small (1—6)	P	P	P	P	P	P	P	P	P			P	P	P	P	P	P	C	C	C	P	C	C					
Community residential home, large (7—14)					P	C	C	C	C				C		C		C	C	C	C	C	C	C					
Family day care home	P	P	P	P	P	P	P	P	P				P	P	P		P	C	C	C	P	C	C					
North American Industrial Classification System Use Designations																												
Sector 22 Utilities																												
2211 Electric power generation, transmission, and distribution																												
221111 Hydroelectric power generation																												
221112 Fossil fuel electric power generation																												
221113 Nuclear electric power generation																												
221119 Solar electric power generation																								P	P	P		

221119 Wind electric power generation																									P		P		
221122 Distribution electric substation (16)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	
2212 Natural gas distribution												P	C													P			
2213 Water, sewage and other systems												P	C													P			
Sector 23 Construction																													
236 Residential and non-residential contractors											P														P				
237 Heavy and civil engineering contractors																									P				
238 Specialty trade contractors											P														P				
Sector 31—33 Manufacturing																													
323 Printing and related support activities									P (2)	P	P	P (3)	C			C			P	P	P	P	P	P				

Sector 42 Wholesale Trade										C	P												P					
424460 Fish and seafood merchant wholesalers											P								P	P			P					
Sector 44-45 Retail trade																												
441 Motor vehicle and parts dealers																												
4411 Automobile dealers																C				C			P					
4412 Other motor vehicle dealers																C			P	P			P					
4413 Auto parts, accessories, and tire stores										C	P					C												
441310 Parts and Accessories Dealer—Automotive/ marine										C	P					C			P	P			P					
442 Furniture and home furnishings stores									P(2)	P						P			P	P								
443 Electronics and appliance									P(2)	P						P			P	P								

stores																												
444 Building material and garden equip. and supply dealer										C	P																	
444190 Kitchen cabinet stores										C	P								P									
445 Food and beverage stores																												
4451 Grocery stores									P(2)	C						P			P									
4452 Specialty food stores									P(2)	C					P(4)	P		P	P	P		P						
4453 Beer, wine, and liquor stores									P(2)	C						P		P	P	P			P					
446 Health and personal care stores and medical marijuana treatment center dispensing facilities [20]									P(2)	C					P(4)	P		P	P	P			P					
447 Gasoline stations										C					P					P	P		P		P			
448 Clothing and clothing									P(	P		P	C			P	P		P	P	P	P	P		P			

accessories stores									(2)			(3)																
451 Sporting goods, hobby, book and music stores																												
4511 Sporting goods and musical instrument stores									P (2)	P						P	P	P	P	P	P		P				
4512 Book, periodical, and music stores									P (2)	P		P (3)	C		P (4)	P	P	P	P	P	P	P	P		P		
452 General merchandise stores																												
4521 Department stores									P (2)	C						P			P	P							
4529 Other general merchandise stores									P (2)	P		P (3)	C		P (4)	P	P		P	P	P	P	P		P		
453 Miscellaneous store retailers																												
4531 Florists									P (2)	P		P (3)	C		P (4)	P			P	P	P	P	P				
4532 Office supplies, stationery, and gift									P (2	C		P (3)	C		P (4)	P			P	P	P	P	P		P		

stores									)																				
4533 Used merchandise stores										C		C (8)	C			C			P (8)	P (8)				P (8)		P (8) (13)		
453310 Thrift stores										C		C (8)	C			C			P (8)	P (8)				P (8)				
453310 Thrift stores, large																C													
4539 Other miscellaneous store retailers										C		P (3)	C		P (4)	C	P	C	P	P	P	P	P					
454 Non-store retailers											P													P				
Sector 48-49 Transportation and Warehousing																													
481 Air transportation																									P				
483 Water transportation																			P			P							
484 Truck transportation																								P					
485 Transit and ground passenger transportation																													
4851 Urban transit									P	C	P	P	C			P	P		P	P	P	P	P	P	P	P	P	P	

systems																											
4582 Interurban and rural bus transportation									P	C	P	P	C			P	P		P	P	P	P	P	P	P	P	P	
4853 Taxi and limousine service											P													P				
4854 School and employee bus transportation											P	P	C												P			
4855 Charter bus industry																								P				
4859 Other ground passenger transportation											P													P				
487 Scenic and sightseeing transportation																												
4871 Scenic and sightseeing transportation, land																C	P	C	P	P	P	P	P					
4872 Scenic and sightseeing transportation, water																C	P	C	P	P	P	P	P					

4879 Scenic and sightseeing transportation, other																									P				
488 Support activities for transportation																													
4881 Support activities for air transportation																									P				
48841 Motor vehicle towing										C	P													P					
491 Postal service												P	C		P										P	P			
492 Couriers and messengers											P	P	C												P				
493 Warehousing and storage										C																			
4931 General warehousing and storage (9)										C	P													P					
Sector 51 Information																													
511 Publishing industries, except internet										P	P																		

512131 Motion picture theaters										P	P					P			P	P	P	P	P					
515 Broadcasting, except internet										P	P					P												
516 Internet publishing and broadcasting										P	P	P	C			P			P	P	P	P	P					
517 Telecommunications										P	C													P				
5172 Wireless telecommunications carriers (except satellite)										P[15]	P[15]					P[15]								P[15]		P[15]	P[15]	
518 ISPs, search portals, and data processing										P	P	P	C			P			P	P	P	P	P					
519 Other information services										P	P	P	C			P			P	P	P	P	P					
Sector 52 Finance and Insurance									P	P	P	P	C		P	P	P	P	P	P	P	P	P					
522298 Pawn shops										C														P(8)				
Sector 53 Real Estate and Rental and Leasing																												

531 Real Estate services									P	P	P	P	C		P	P	P	P	P	P	P	P	P				
531120 Conference/ convention center										C						P	P	C	P	P	P	P	P				
531120 Commercial special event venue										P					P	P	P	P	P	P	P	P	P				
531130 Mini-warehouse and self-storage leasing										C	P										C		P				
531190 Boat, vehicle, equipment, etc., storage leasing										C	P								P	P			P	P			
532 Rental and leasing services																											
5321 Automotive equipment rental and leasing										C	P												P	P			
5322 Consumer goods rental									P	C	P	P	C		P	C	P	C	P	P	P	P	P				
5323 General rental centers										P	P					P			P	P			P				
5324 Machinery										C	P					P			P	P			P				

and equipment rental and leasing																													
Sector 54 Professional and Technical Services																													
541 Professional and technical services									P	P		P	C		P	P	P	P	P	P	P	P	P						
541940 Veterinary services										C		P (3)	C		P	P	P	P	P	P	P	P	P	C					
Sector 55 Management of Companies and Enterprises																													
551 Management of companies and enterprises									P	P	P	P	C		P	P	P	P	P	P	P	P	P						
Sector 56 Administrative and Waste Services																													
561 Administrative and support services									P	P	P	P	C		P	P	P	P	P	P	P	P	P						
561720 Janitorial services									P	P	P	P	C		P	P	P	P	P	P	P	P		P					
561730 Landscaping services										C	P													P					
562 Waste management and remediation services												C	C											C		C			

Sector 61 Educational Services																													
611 Educational services																													
6111 Elementary and secondary schools												P	C													P			
6112 Junior colleges												P	C													P			
6113 Colleges and universities												P	C													P			
6114 Business, computer and management training									P	P	P	P	C			P	P	P	P	P	P	P	P	P	P	P			
6115 Technical and trade schools											P	P	C											P	P	P			
6116 Other schools and instruction										P		P	C			P	P	C	P	P	P	P	P		P	P			
6117 Educational support services										P		P	C			P	P	C	P	P	P	P	P			P			
Sector 62 Health Care and Social Assistance																													
621 Ambulatory health care services									P	C	P	P	C		P	P	P	P	P	P	P	P	P			C (14)			

622 Hospitals												P	C													P		
623 Nursing and residential care facilities																													
6231 Nursing care facilities												P	C													P		
6232 Residential mental health facilities												C	C													P		
6233 Community care facilities for the elderly													C			P									P		
6239 Other residential care facilities													C			P									P		
624 Social assistance												P	C													P		
6244 Child day care services								C	C	P		P	C		C	P	P	C	P	P	P	P	P			P		
Sector 71 Arts, Entertainment, and Recreation																													
711 Performing arts and spectator sports									P	C			C		P	P	P	C	P	P	P		P						
712 Museums, historical								P	P			C	C		C	C	C	C	C	C	C	C	C	C		P	P		

sites, zoos, and parks [10]																												
713 Amusements, gambling, and recreation [18]																												
713110 Amusement and theme parks										C																	P	
713120 Amusement arcades										C							C	P	C	P	P	P	P	P	P		P	
713910 Golf courses and country clubs																											P	
713930 Marinas																	P	C	P			P						
713940 Fitness and recreational sports centers										C					P	P	P	C	P	P	P	P	P				P	
713950 Bowling centers										C						P	P	C	P	P	P		P				P	
713990 Indoor Shooting Ranges											P													P				
713990 All other amusement and recreation industries										C		C	C			C	P	C	P	P	P	P	P			P	P	

Sector 72 Accommodation and Food Services																												
721 Accommodation																												
721110 Hotels and motels									P	C		P			P	P (5)	P	C	P	P	P	P	P					
721191 Bed-and-breakfast inns									P	C		P			P	P (5)	P	C	P	P	P	P	P					
721199 Other traveler accommodation, C.T.L.A. (12)									P	C		P			P	P (5)	P	C	P	P	P	P	P					
7212 RV parks and recreational camps										C																		
7213 Rooming and boarding houses									P	C		P			P	P (5)	P	P	P	P	P	P	P					
722 Food services and drinking places									P	C					P	P	C	C	P	P	P	P	P		P			
722110 Full-service restaurants									P	C					P	P	C	C	P	P	P	P	P					
722111 Limited-service restaurants									P	C					P	P	C	C	P	P	P	P	P		P			

7224 Drinking places, alcoholic beverages									P (7)	C					P (7)	P (7)	C	C	P (7)	P (7)	P (7)	P (7)	P (7)		P (7)			
Sector 81 Other Services, Except Public Administration																													
811 Repair and maintenance										C	P													P				
8111 Automotive repair and maintenance										C	P									P				P				
811192 Car washes										C	P					C												
81149 Other personal and household goods repair										P	P					C	P	P	P	P	P	P	P	P				
811491 Boat and motorcycle repair										C	P									P				P				
812 Personal and laundry services									P	P	P	P	C			P	P	P	P	P	P	P	P					
8122 Death care services											P													P				
8123 Dry cleaning and laundry services									P	C	P	P	C			P	P	P	P	P	P	P		P				
81233 Linen and uniform										P	P													P				

supply services																													
812910 Pet care (except veterinary) services										C		P (3)	C		P	P	P	P	P	P	P	P	P	P				
812930 Parking lots and garages (public & private)																C				P						P		
813 Membership associations and organizations									P	P		P	C		P	P	P	P	P	P	P	P	P	P			P		
8131 Religious organizations								P	P	P	P	P	C		P	P	P	P		P	P	P	P			P		
Sector 92 Public Administration																													
921 Executive, legislative and general government												P	C													P		
922 Justice, public order, and safety activities												~~P~~ C	C													~~P~~ C		
922120 Police Protection	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
922160 Fire Protection	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
923 Administrati												P	C													P		

on of human resource programs																													
924 Administration of environmental programs												P	C													P			
925 Administration of housing programs, urban planning and community development												P	C													P			
926 Administration of economic programs												P	C													P			
927 Space research and technology												P	C													P			
928 National security and international affairs												P	C													P			
Miscellaneous Uses																													
Sexually oriented businesses [19]																								P					
Tattoo parlors										C								P (8)	P (8)				P (8)					
Passive recreation																												P	

(11)																													
Accessory Uses																													
Uses and structures which are customarily accessory, clearly incidental and subordinate to permitted uses and structures, including home occupations and off-site businesses.	A	A	A	A	A	A	A	A				A		A															
Footnotes																													

P = Permitted Use, C = Conditional Use, and A = Accessory Use

[1] Guest houses are permitted only if the owner of the subject property occupies the primary dwelling as his/her main residence. However, guest houses shall not be rented out separately from the main residence and (refer to Section 7.12.04.M).

[2] May accommodate shopping centers with grocery stores, drug store/pharmacy, specialty shops, and similar tenants with no single business entity having more than 60,000 sq. ft.

[3] Is allowed but must be integrated in a planned unit development designed to support the surrounding residential neighborhoods.

[4] Neighborhood retail commercial goods and services shall not exceed 5,500 square feet and shall be designed primarily to serve the needs of the Crystal Beach resort area.

[5] Only allowed on properties that have direct or secondary access to Harbor Boulevard.

[6] Neighborhood retail commercial goods and services shall not exceed 5,500 square feet and shall be designed primarily to serve the needs of the adjacent "Old Destin" area.

[7] Must meet minimum distance separation requirements, see Section 7.16.00 of the Land Development Code.

[8] Must meet minimum distance separation requirements, refer to the definition of the use in question in article 3 of the Land Development Code.

[9] Office space associated with this use shall not exceed 25 percent of the total square footage of the building.
[10] Zoos are only allowed in the Industrial zoning district.
[11] Passive recreation includes the following as accessory uses: beach accessways, such as dune walkovers, parking lots, docks, and restroom facilities.
[12] Commercial transient living accommodations.
[13] Used merchandise stores are restricted to only those that are classified as a nonprofit business.
[14] Can only provide said services free of charge, refer to Section 7.09.02B(11) for further information.
[15] Telecommunication towers are an allowable use in this zoning district subject to a hierarchy of eligibility per Section 7.19.04.A.
[16] Refer to Section 7.09.02(B)12 for further information.
[17] Reserved.
[18] Land Use 7132 Gambling Industries and 72112 Casino Hotels shall be prohibited in all districts.
[19] No sexually oriented business shall be located on any Industrial (IN) zoned parcel within the Town Center CRA with a boundary within 330' south of the southern right-of-way boundary of Airport Road or within 330' east of the eastern right-of-way boundary of Main Street. The measurement of the minimum separation distance shall be a line perpendicular to the right-of-way of Airport Road or Main Street, as the case may be, to the nearest point of the property line of the parcel on which the Sexually Oriented Business is proposed to be located.
[20] No medical marijuana dispensary shall be located on any Industrial (IN) zoned parcel within the Town Center CRA with a boundary within 330 feet south of the southern right-of-way boundary of Airport Road or within 330 feet east of the eastern right-of-way boundary of Main Street. The measurement of the minimum separation distance shall be a line perpendicular to the right-of-way or Airport Road or Main Street, as the case may be, to the nearest point of the property line of the parcel on which the medical marijuana dispensary is proposed to be located. Cultivating or processing medical marijuana shall be prohibited within the City.
NOTE: Any change of use within the Harbor District Overlay that is part of an application for a certificate of appropriateness shall require conditional use approval pursuant to Section 7.12.06(DD).

SECTION 4. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions,

or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS _____DAY OF _____, 2021.

By: _____
Gary Jarvis, Mayor

ATTEST:

The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney for the City of Destin, only.

_____
Rey Bailey, City Clerk

_____
Kimberly Kopp, City Land Use Attorney

First Reading: _____
Second Reading: _____

ITEM # 2021-3382

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: April 5, 2021
TYPE OF AGENDA ITEM: Public Hearing
AGENDA OUTLINE NUMBER: 5.F.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Louis Zunguze, Community Development Director
Kimberly Kopp, Land Use Attorney
Lauren Witt, Principal Planner

DATE: March 22, 2021

SUBJECT: First reading of Ordinance 21-07-LC - Relating to preserving the historic Zerbe-Calhoun area within the City of Destin; amending Article 7 of the Land Development Code - *Land Use, Type, Density, Intensity, Zoning and Regulatory Controls* to create a Zerbe-Calhoun historic district overlay

I. BACKGROUND: Staff has been directed to create a Zerbe-Calhoun Historic Overly District. This district would encompass all land that is located in the area depicted on the attached "Exhibit A", Zerbe-Calhoun Historic District Overlay Map. This area is a vital part of the City of Destin's history, and will continue to play an important role in the City's future. The Calhoun and Zerbe areas border the North and South Harbor Mixed Use areas (NHMU and SHMU areas) and provide a transition between the North and South Harbor Mixed Use areas, U.S. 98 to the south, the "Old Destin Area" to the northeast, and Clement Taylor Park to the north.

II. DISCUSSION: The intent of the Zerbe-Calhoun Historic District Overlay is to achieve the following objectives:

1. encourage development and redevelopment that is architecturally compatible with existing and previously existing development in the Calhoun-Zerbe area, as well as in the neighboring areas
2. ensure a smooth transition from the Historic Harbor Area and its significance, derived from the Harbor's historic role in the City's formation as a world-class fishing village
3. preserve the area's historic sense of place
4. support development and redevelopment that is visually compatible with the heritage of the Destin Zerbe-Calhoun area; and

5. preserve structures and sites of historic and recreational significance, inclusive of the Destin Community Center, Destin History and Fishing Museum, 1934 Post Office, Primrose boat; existing parks and historic cemeteries.

Proposed Ordinance 21-07-LC also designates certain properties within this district that shall be preserved and collectively be considered as the "Zerbe-Calhoun Historic Park" (also depicted in Exhibit A), deemed devoted to active or passive recreation. It was suggested to include Dalton Threadgill Park in the Zerbe-Calhoun Historic Park as well, however due to its location and the additional protection provided to City parks through the recent Charter amendment, it is not included in the Zerbe-Calhoun Historic Overlay. Additionally, the proposed ordinance also outlines the process and criteria for the designation of structures and sites to be deemed significant to the History of the Zerbe-Calhoun Area, beginning on page 5 of the Proposed Ordinance.

A. Link to Strategic Goals / Objectives:

B. Effect on Budget (EOB):

C. Level of Service (LOS):

III. CONCLUSION: Proposed Ordinance 21-07-LC would create a Zerbe-Calhoun Historic Overlay District, hereby preserving and protecting the developments and character of the Zerbe and Calhoun areas.

At a public hearing held during the regularly scheduled Local Planning Agency meeting on March 18, 2021, the Local Planning Agency recommended City Council approval of proposed **Ordinance 21-07-LC**.

IV. RECOMMENDED MOTION: I move to approve proposed **Ordinance 21-07-LC**.

Attachments:

1. Calhoun Zerbe Historic Overlay
2. Exhibit A

ORDINANCE NO. 21-07-LC

AN ORDINANCE OF THE CITY OF DESTIN, FLORIDA RELATING TO PRESERVING THE HISTORIC ZERBE-CALHOUN AREA WITHIN THE CITY OF DESTIN; AMENDING ARTICLE 7 OF THE LAND DEVELOPMENT CODE, "LAND USE, TYPE, DENSITY, INTENSITY, ZONING AND REGULATORY CONTROLS" TO CREATE A ZERBE-CALHOUN HISTORIC DISTRICT OVERLAY; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR BOUNDARIES OF THE ZERBE-CALOUN HISTORIC OVERLAY; ESTABLISHING A PROCESS FOR DESIGNATION OF STRUCTURES AND SITES SIGNIFICANT TO THE HISTORY OF THE ZERBE-CALHOUN HISTORIC OVERLAY AREA; ESTABLISHING CRITERIA FOR DESIGNATION OF STRUCTURES AND SITES SIGNIFICANT TO THE HISTORY OF THE ZERBE-CALHOUN AREA; ESTABLISHING A CERTIFICATE OF APPROPRIATENESS; AUTHORIZING CODE WAIVERS; PROVIDING FOR APPEALS; PROVIDING FOR PENALTIES; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR INCORPORATION INTO THE LAND DEVELOPMENT CODE; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SECTION 1. AUTHORITY.

The authority for enactment of this Ordinance is Article 1, Section l.0l (b) of the City Charter, Section 166.021, Florida Statutes and Chapter 163, Part II, Florida Statutes.

SECTION 2. FINDINGS OF FACT.

WHEREAS, the City Council in providing for the health, safety and welfare of its citizens finds that the City should establish the Zerbe-Calhoun Historic District Overlay to preserve the historic character of the area; and

WHEREAS, Fred Zerbe and his wife, Donalda, moved to Destin in 1936 and proposed the idea of building a "community house" as well as a library and athletic field; and

WHEREAS, in 1940, Fred Zerbe opened a library in a room of the Presbyterian Church on Calhoun Ave and his wife served as a chairman of the board; and

WHEREAS, in 1943, Tyler Calhoun and his wife, Ida, donated approximately four acres to Zerbe, as trustee, "for the benefit and use of the people of Destin," and subsequently donated approximately two more acres for these purposes; and

WHEREAS, the original community house building was completed in 1947 and became the center of government, since Destin wasn't incorporated until 1984; and

WHEREAS, in 1947, the library relocated to the second floor of the old Destin Community Center before moving to its own building on Stahlman Avenue in 1966; and

WHEREAS, in 2001, the groundbreaking for the current library building on Sibert Avenue kicked off construction and the old building on Stalhman Avenue became the Destin History and Fishing Museum in 2005; and

WHEREAS, in a November 1981 article in The Destin Log, reporter Karen MacGrogan said of the Destin Community Center, "within its doors and grounds, thousands of villagers have danced, laughed, dined, argued, planned, raised money and struggled to solve Destin's problems, large and small;" and

WHEREAS, the original Community Center, or as it was first known Community House, came about when the folks of Destin wanted a place to meet, hold social events and youth activities; and

WHEREAS, for more than four decades the old Destin Community House was the hub, the gathering place, the place where people voted, the place where Santa handed out candy on Christmas Eve; and

WHEREAS, over thirty years ago (in 1990), the old Destin Community House, which later became known as the Destin Community Center, was torn down to make room for the Destin Community Center that now stands at the corner of Stahlman Avenue and Zerbe Street in Destin; and

WHEREAS, The Destin History & Fishing Museum is a tourist destination and key historical repository for the Destin area, with exhibits that present the history of Destin and journey from a small fishing village to a major tourist attraction; and

WHEREAS, the Destin History & Fishing Museum covers the time of early Indians through development and growth of the fishing village; and

WHEREAS, exhibits at the Destin History & Fishing Museum in the outdoor Museum Historic Park Complex include the historic seine boat "Primrose", mullet boat "Lil Jimmy", seine net reel, and the original 1934 Post Office as well as the "Footprints in the Sand" memorial walkway; and

WHEREAS, the Destin History & Fishing Museum holds over 75 mounts of locally caught fish; historic photographs, artifacts, fishing equipment and documents of early Destin and the Fishing industry; an exhibit on the science of "Why Destin Sand is White"; historic and genealogical data on the founding families and those that shaped the growth of early Destin; and Destin Fishing Rodeo Gallery featuring "all things" Rodeo in videos, photos and artifacts; and

WHEREAS, it is the intent of the Zerbe-Calhoun Historic District Overlay is to preserve the Destin Community Center, the Destin Fishing Museum, the 1934 Post Office, and existing

parks and cemeteries within the Zerbe-Calhoun historic area; and

WHEREAS, the City Council of the City of Destin has determined that the Zerbe-Calhoun area is significant, and has been crucial, to the history of the City of Destin; and

WHEREAS, much of the area's historic significance is derived from its role in the City's formation as a world-class fishing village as well as the area's quasi-governmental functions prior to official incorporation as a city in 1984; and

WHEREAS, the intent of the Zerbe-Calhoun Historic District Overlay is to preserve the history of the City of Destin; and

WHEREAS, it is also the intent of the Zerbe-Calhoun Historic District Overlay to encourage development and redevelopment that is architecturally compatible with existing and previously existing development in the area, as well as in the historic neighboring areas of the harbor; and

WHEREAS, in addition to ensuring architectural styles are compatible with the area's heritage, the Zerbe-Calhoun Historic District Overlay is intended to preserve the area's historic sense of place and growth over time into a world-class fishing village; and

WHEREAS, this overlay district is also intended to support development and redevelopment that is visually compatible with the heritage of the area and foster knowledge of the city's living heritage; and

WHEREAS, the City Council has determined that this ordinance is consistent with the adopted comprehensive plan and is in the best interests of the City and its citizens; and

WHEREAS, a public hearing has been conducted after due public notice by the Local Planning Agency and its recommendations reported to the City Council; and

WHEREAS, a public hearing has been conducted by the City Council after due public notice.

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

NOTE: Language in all sections of this ordinance that is ~~strike-thru~~ is language proposed to be deleted, <u>underline language</u> is language to be added, language that is not in strike-thru or underlined is not to be changed. The symbol * represents sections of the Land Development Code that have been skipped and remain unchanged.**

SECTION 3. AMENDMENT OF LAND DEVELOPMENT CODE SECTION 7.12.06.

Section 7.12.06 of the Land Development Code is hereby amended as follows:

***

EE. *Zerbe-Calhoun Historic District Overlay.* The Zerbe-Calhoun Historic District Overlay implements Future Land Use Element Policy 1-2.4.3, which recognizes this general area as a transition between the North and South Harbor Mixed Use areas, U.S. 98 to the south, the "Old Destin Area" to the northeast, and Clement Taylor Park to the north. Further, the Zerbe-Calhoun Historic District Overlay implements Policy 1-3.7.8: Urban Design and Community Appearance, which encourages procedures that enhance general community appearance as well as to preserve and enhance open space and landscape, and encourages protecting major natural and manmade resources within the City, including such scenic natural resources as Choctawhatchee Bay, natural drainage corridors, as well as developing residential neighborhoods and centers of commercial or institutional activity. Additional policies implemented include but are not limited to, Policy 1-1.1.4: Scenic Vistas and Waterfront Views, encourages protection of views of Choctawhatchee Bay, and Policy 1-1.2.4: Orderly Transition in Land Use encourages smooth transitions in land use.

1. **Purpose and intent.** The Zerbe-Calhoun Historic District Overlay encompasses all land that is located in the area depicted on the attached Exhibit "A", Zerbe-Calhoun Historic District Overlay Map. This area is a vital part of the City of Destin's history, and will continue to play an important role in the City's future. The Calhoun and Zerbe areas border the North and South Harbor Mixed Use areas (NHMU and SHMU areas) and provide a transition between the North and South Harbor Mixed Use areas, U.S. 98 to the south, the "Old Destin Area" to the northeast, and Clement Taylor Park to the north.
2. The intent of the Zerbe-Calhoun Historic District Overlay is to (1) encourage development and redevelopment that is architecturally compatible with existing and previously existing development in the Calhoun-Zerbe area, as well as in the neighboring areas and (2) to ensure a smooth transition from the Historic Harbor Area and its significance, derived from the harbor's historic role in the City's formation as a world-class fishing village; (3) to preserve the area's historic sense of place; this overlay district is also intended to support development and redevelopment that is visually compatible with the heritage of the Destin Zerbe-Calhoun area; and (4) to preserve structures and sites of historic and recreational significance, inclusive of the Destin Community Center, Destin History and Fishing Museum, 1934 Post Office, Primrose boat; existing parks and historic cemeteries.
3. Preservation of Existing Historic Structures within the Zerbe-Calhoun Historic Overlay District.
   (i) The following properties owned by the City of Destin are deemed Structures and Sites Significant to the History of the City of Destin, and additionally shall be considered collectively as the "Zerbe-Calhoun Historic Park", deemed devoted to active or passive recreation, and shall be subject to all provisions of the City Charter related to City parks:

      a. Destin Memorial Cemetery located at 120 Sibert Ave.
      b. Destin Memorial Cemetery located at 111 Stahlman Ave and 122 Sibert Avenue.
      c. Clement Taylor Park located at 131 Calhoun Ave.
      d. Capt. Leonard Destin Park located at 101 Calhoun Ave.
      e. Destin Library located at 150 Sibert Ave.

f. Destin History & Fishing Museum located at 108 Stahlman Ave.
g. Destin Community Center located at 101 Stahlman Ave.

(ii) The following may not occur upon any structure or property within the Zerbe-Calhoun Historic Park without a super-majority vote of the City Council:
a. Change of use to any structure, portion of a structure, real property, or portion of real property
b. Alteration of any real property boundary
c. Relocation of any structure
d. Modification of building footprint

4. **Process for Designation of Structures and Sites Significant to the History of the Zerbe-Calhoun Area.** In addition to the set Zerbe-Calhoun Historic Park set forth in subsection 3, a property owner or authorized agent of a property owner may apply to designate a structure or site as significant to the history of the City of Destin within the Zerbe-Calhoun Historic Overlay Area pursuant to this section. Such application may include a request for a conditional use, if applicable.

A. Applications for a Certificate of Appropriateness (with or without a Conditional Use) shall be submitted to the city manager on a form to be provided by the city, along with a signed, sealed survey of the subject property, which survey is dated within at least one year of the application date.

B. The owner of the subject property must either sign the application or give written authorization.

C. The city manager, in consultation with the city land use attorney and city staff, shall review a Certificate of Appropriateness (with or without a Conditional Use) application for sufficiency, and shall forward the request to the city council once the city manager has determined that the application includes all required information.

D. The city manager shall schedule a public hearing on the Certificate of Appropriateness (with or without a Conditional Use) before the city council, which hearing shall be held not later than sixty (60) days after receipt of an application, said hearing may be continued once, at the discretion of the City Council, upon request of the applicant to the City Council or for good cause. A separate hearing before the Board of Adjustment shall not be required if a Certificate of Appropriateness application is submitted with a Conditional Use.

E. Notice will be published in a local newspaper of general circulation at least ten (10) days prior to the public hearing.

F. The city council shall render an order to either issue or deny the application for a Certificate of Appropriateness (with or without a Conditional Use).

G. The order shall be mailed to the applicant and shall include findings of fact and conclusions of law, and shall state specifically (i) that the Certificate of Appropriateness (with or without a Conditional Use) vests the uses, structures,

driveways, accessways, parking, (as applicable) and any other items depicted on the survey, as well as any City code waivers authorized by approval of the survey submitted by the applicant; all until such time that the applicant abandons the uses for a period of at least 180 days; and (ii) that no further permits shall be required from the City of Destin with respect to any uses, structures, driveways, accessways, parking, (as applicable) and any other items depicted on the survey, all until such time that the applicant abandons the uses for a period of at least 180 days, and subject to any limitation that may exist, to the extent that the Building Official has determined a serious threat to the public health or safety exists without such limitations. Nothing in this section releases the Applicant from any requirement to obtain a business tax receipt on the subject property, if applicable.

5. **Criteria for Designation of Structures and Sites Significant to City History.** The City Council may grant a Certificate of Appropriateness if there is an existing structure on the site, which the applicant seeks to preserve, and which was constructed prior to 1975 (according to records of the Property Appraiser and/or the City of Destin) and at least one of the following additional criteria are met:

   A. Historical Significance

      Proposed changes of use, developments or redevelopments in the overlay district, should show character, interest or value as part of the development, heritage, or cultural characteristics of the area; be the site of historic or prehistoric event(s) that had an effect upon the City of Destin; or exemplify the cultural, political, economic, or social heritage of the City of Destin.

   B. Architectural Significance

      Proposed changes of use, developments or redevelopments should portray an era of history characterized by distinctive architectural period(s)/style(s); embody those distinguishing characteristics of an architectural type specimen, contain elements of architectural design, detail, materials or craftsmanship that represent a significant era in the history of the Zerbe-Calhoun area.

   C. Environmental Significance

      Proposed changes of use, developments or redevelopments should enhance the variety, interest, and sense of identity of the Zerbe-Calhoun area by the protection of the unique natural and man-mad environments, by preserving waterfront views, preserving water dependent activity, fostering a pedestrian-oriented environment, and promoting convenient public access to the bay for the public.

6. **Conditional uses.** If an applicant desires to change the use of an existing structure on the site, the applicant is required to apply for a Certificate of Appropriateness with

Conditional Use. Conditional uses in the Zerbe-Calhoun Historic Area Overlay shall include those listed in Table 7-2, Table of Allowable Uses. To the extent that there is any conflict between the permissibility of any specific use in the underlying zoning district and the Zerbe-Calhoun Historic Area Overlay, the provisions of the underlying zoning district shall apply, unless an application for a Certificate of Appropriateness has been submitted. The following shall apply to all applications for a Certificate of Appropriateness with Conditional Use within the Zerbe-Calhoun Historic Area Overlay:

a. *Findings.* A conditional use shall be permitted upon a finding by the city council, after a duly noticed public hearing on the Certificate of Appropriateness with a Conditional Use, that the proposed use, application and, if applicable, survey or site plan, comply with the criteria specified in this section, including specific conditions established by the city council during review of the respective application in order to ensure compliance with the comprehensive plan and land development regulations. If the proposed conditional use is a major development pursuant to Chapter 2 of the LDC, the city council shall render the final determination pursuant to the procedures for major developments. A conditional use shall be denied if the city determines that the proposed use does not meet the criteria provided in this section and, further, that the proposed conditional use is adverse to the public's interest. An application for a conditional use shall describe how the specific land use characteristics proposed meet the criteria described herein and shall include a description of any measures proposed to mitigate against possible adverse impacts of the proposed conditional use on properties in the immediate vicinity. The City Council is authorized to grant any waivers to the Land Development Code pursuant to subsection 7.12.06(DD)(6), in order to further the purposes of the Zerbe-Calhoun Historic District Overlay.

b. *Characteristics of use described.* The following characteristics of a proposed conditional use shall be clearly described as part of the conditional use application:

(1) Scale and intensity of the proposed conditional use as measured by the following:

i. Floor area ratio;

ii. Traffic generation;

iii. Square feet of enclosed building for each specific use;

iv. Proposed employment;

v. Proposed number and type of service vehicles; and

vi. Off-street parking needs.

(2) On- or off-site improvement needs generated by the proposed conditional use and not identified on the list in subsection, including the following:

i. Utilities;

ii. Public facilities, especially any improvements required to ensure compliance with concurrency management;

iii. Roadway or signalization improvements, or other similar improvements;

iv. Accessory structures or facilities; and

v. Other unique facilities/structures proposed as part of site improvements.

(3) On-site amenities proposed to enhance site and planned improvements. Amenities including mitigative techniques such as:

i. Open space;

ii. Setbacks from adjacent properties;

iii. Screening and buffers;

iv. Landscaped berms proposed to mitigate against adverse impacts to adjacent sites; and

v. Mitigative techniques for abating smoke, odor, noise, and other noxious impacts.

c. Criteria for Conditional Uses in the Zerbe-Calhoun Historic District Overlay:

i. *Land use compatibility.* The applicant shall demonstrate that the conditional use, including its proposed scale and intensity, traffic-generating characteristics, and off-site impacts are compatible and harmonious with adjacent land use and will not adversely impact land use activities in the immediate vicinity.

ii. *Sufficient site size, adequate site specifications, and infrastructure to accommodate the proposed use.* The size and shape of the site, the proposed access and internal circulation, and the urban design enhancements must be adequate to accommodate the proposed scale and intensity of the conditional use requested. The site shall be of sufficient size to accommodate urban design amenities such as screening, buffers, landscaping, open space, off-street parking, efficient internal traffic circulation, infrastructure and similar site plan improvements needed to mitigate against potential adverse impacts of the proposed use.

iii. *Proper use of mitigative techniques.* The applicant shall demonstrate that the conditional use and site plan have been designed to incorporate mitigative techniques needed to prevent adverse impacts to adjacent land uses. In addition, the

design scheme shall appropriately address off-site impacts to ensure that land use activities in the immediate vicinity, including community infrastructure, are not burdened with adverse impacts detrimental to the general public health, safety and welfare.

iv. *Hazardous waste.* The proposed use shall not generate hazardous waste or require use of hazardous materials in its operation without use of city-approved mitigative techniques designed to prevent any adverse impact to the general health, safety and welfare. The plan shall provide for appropriate identification of hazardous waste and hazardous material and shall regulate its use, storage and transfer consistent with best management principles and practices. No use which generates hazardous waste or uses hazardous materials shall be located in the city unless the specific location is consistent with the comprehensive plan and land development regulations and does not adversely impact wellfields, aquifer recharge areas, or other conservation resources.

v. *Preservation of "Old Destin".* The Zerbe-Calhoun Historic District Overlay is intended to promote the public health, safety, and welfare by protecting, enhancing, and perpetuating buildings, sites, and areas of the district that are reminiscent of past eras, events, and persons important in local, state, or national history or providing significant examples of architectural styles of the past. It is also the purpose of this zoning district to develop and maintain appropriate settings and environments for such buildings, sites, and areas to enhance property values, stabilize the South Harbor Mixed Use and North Harbor Mixed Use zoning districts, promote the tourist trade and interest, and foster knowledge of the city's living heritage. Therefore, conditional uses should meet one or more of the following criteria:

A. Historical Significance

Proposed changes of use, developments or redevelopments in the overlay district, should show character, interest or value as part of the development, heritage, or cultural characteristics of the Zerbe-Calhoun area; be the site of historic or prehistoric event(s) that had an effect upon the City of Destin; or exemplify the cultural, political, economic, or social heritage of the City of Destin.

B. Architectural Significance

Proposed changes of use, developments or redevelopments

should portray an era of history characterized by distinctive architectural period(s)/style(s); embody those distinguishing characteristics of an architectural type specimen, contain elements of architectural design, detail, materials or craftsmanship that represent a significant era in the history of the Zerbe-Calhoun area.

C. Environmental Significance

Proposed changes of use, developments or redevelopments should enhance the variety, interest, and sense of identity of the Zerbe-Calhoun area by the protection of the unique natural and man-mad environments, by preserving waterfront views, preserving water dependent activity, fostering a pedestrian- oriented environment, and promoting convenient public access to the Bay.

vi. *Compliance with applicable laws and ordinances.* A conditional use application shall demonstrate compliance with all applicable federal, state, county, and city laws and ordinances except that the City Council may grant waivers or variances to the City Land Development Code pursuant to section 7.12.06(DD)(6) of this Code. Where permits are required from governmental agencies other than the city, these permits shall be obtained as a condition of approval. The city may affix other conditions to any approval of a conditional use in order to protect the public health, safety, and welfare.

7. **Certificate of Appropriateness**. Evidence of the approval required under the terms of the Zerbe-Calhoun Historic District Overlay shall be a Certificate of Appropriateness issued by the City Council, stating that the change of use and development or re-development depicted on the survey has been made are approved by the City Council. The City Council may permit modifications of original proposals if such modifications are formally acknowledged, clearly described, and recorded in the records of the case. Any action by applicants following issuance of a Certificate of Appropriateness shall be in accord with the application and material approved and any conditions appended thereto.

8. **Code Waivers.** To further the intent and purpose of Zerbe-Calhoun Historic District Overlay, the City Council may waive or modify requirements of the Land Development Code pursuant to this section 7.12.06(DD)(6), including but not limited to parking requirements, driveway requirements, stormwater requirements, any performance standards, requirements for lot area, lot width, lot depth, setback, and open space standards set forth in Table 7-3, Table of Dimensional Regulations, provided however, that if the Building Official determines there is a serious threat to the public health, safety

or welfare, such waivers may not be granted. Further, alternative stormwater requirements may be imposed to prevent flooding on the subject property.

9. **Appeals:**

A. Any appeal of a city council decision on a determination under this section shall be by petition for certiorari review to the circuit court of Okaloosa County, Florida, based solely on the record of the hearing before the city council. The application forms shall contain a venue selection provision requiring venue to be in Okaloosa County.

B. The applicant is responsible for providing a verbatim transcript of the record of that hearing.

C. Such an appeal must be filed within thirty (30) days after the date the city renders its order.

10. **Penalties:** The code compliance department may enforce the terms of this section by bringing a case to the Special Magistrate or Code Enforcement Board, whichever is applicable, as provided in Chapter 14, Offenses and Miscellaneous Provisions, Article III, Code Enforcement Board or Special Magistrate, of the Code Ordinances of the City of Destin and Chapter 162, Part 1, Florida Statutes. Additionally, the code compliance department, or other duly authorized officer or authority, may enforce the terms of this section through issuance of civil citation as provided in Chapter 14, Offenses and Miscellaneous Provisions, Article III, Code Enforcement Citation Program and Procedures, of the Code Ordinances of the City of Destin and Chapter 162, Part 2, Florida Statutes.

***

Table 7-2 Table of Allowable Uses

***

NOTE: Any change of use within the Zerbe-Calhoun Historic District Overlay that is part of an application for a Certificate of Appropriateness shall require conditional use approval pursuant to section 7.12.06(DD).

***

SECTION 4. INCORPORATION INTO LAND DEVELOPMENT CODE. This ordinance shall be incorporated into the City of Destin's Land Development Code and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

SECTION 5. CONFLICTING PROVISIONS. Special Acts of the Florida Legislature applicable to the incorporated area of the City of Destin, City Ordinances and City Resolutions, or parts, thereof, in conflict with the provisions of this ordinance are hereby superseded by this ordinance to the extent of such conflict.

SECTION 6. SEVERABILITY. If any section, phase, sentence, or portion of this Ordinance is,

for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. EFFECTIVE DATE. This ordinance shall become effective upon its adoption by the City Council and signature by the Mayor.

ADOPTED THIS _____ DAY OF _____, 2021.

_____

By: Gary Jarvis, Mayor

ATTEST:

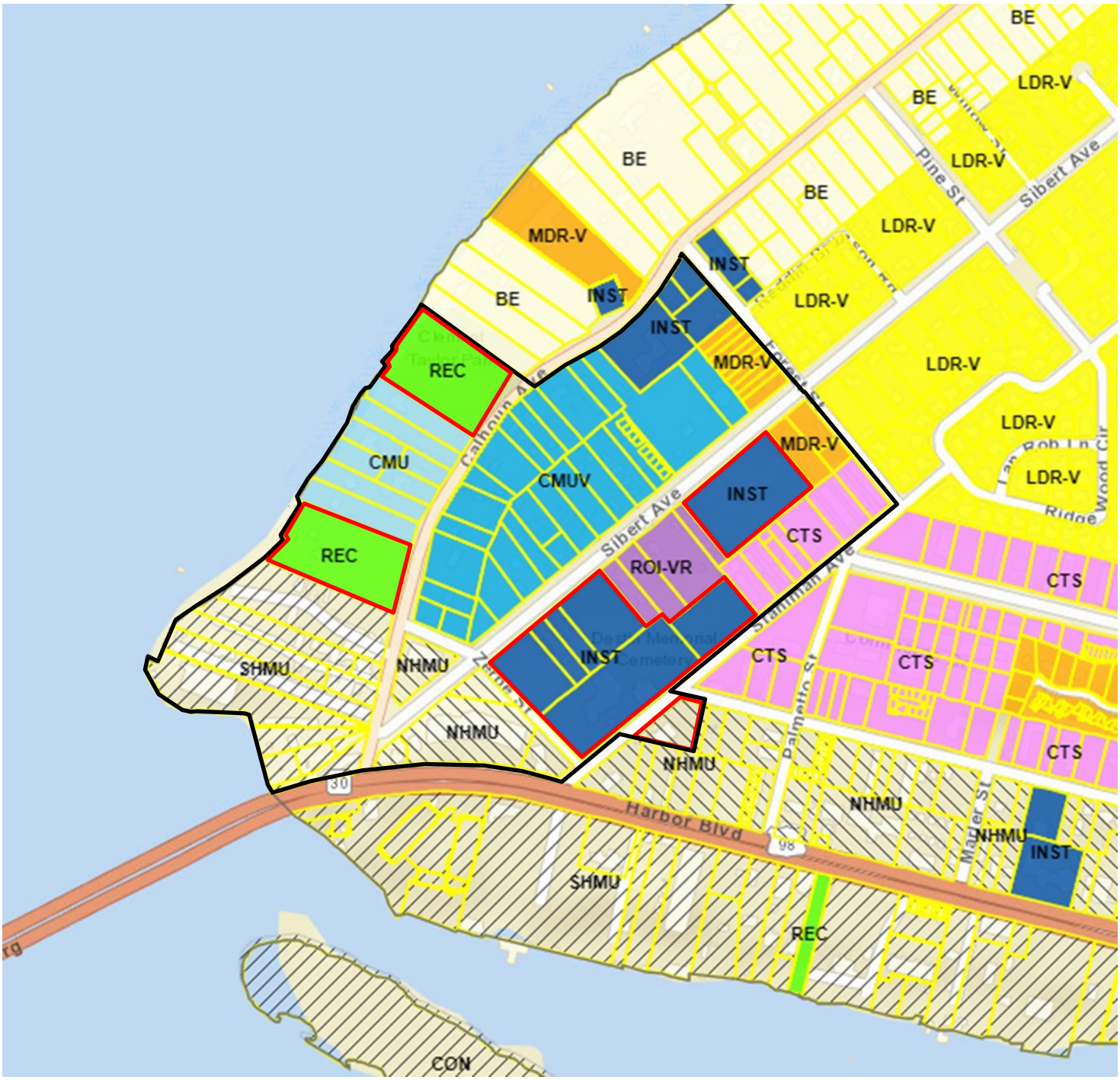
The form and legal sufficiency of the foregoing has been reviewed and approved by the City Land Use Attorney, for the City of Destin, only.

_____
Rey Bailey, City Clerk

_____
Kimberly Kopp, City Land Use Attorney

First Reading: _____
Second Reading: _____

Exhibit A



Zerbe-Calhoun Historic Overlay

Zerbe—Calhoun Historic Park

ITEM # 2021-3345

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: April 5, 2021
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 6.A.

TO: City Council

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

FROM: Michael Burgess, Public Services Director

DATE: 03/16/2021

SUBJECT: FY21 Renewal & Replacement, Public Works, F250 4x4

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

II. DISCUSSION: The following vehicle is slated for replacement during FY22 (based on age).

Notes:
1. 2012 Ford SuperCrew F-150 (ID# 12-04, Public Works, ~66,000 miles), replace with 2021 Ford F250 SuperCrew 4x4. "12-04" is a crew cab 4x4, short bed pickup.
2. The 2012 truck has a damaged front-end (steering, etc.) with estimated repair costs of $4200. The truck in its current state is not operable. The "Blue Book" value of this vehicle (minus the cost of repairs) is ~$10,000.

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

B. Effect on Budget (EOB): The attached quote (ATT1) from Duval Ford for a replacement F250 is $29,791.00. The 2012 vehicle will be auctioned as soon as possible.

	FY2021 BUDGET
30058585-564000-RRVEH GF RR-Equipment-Vehicles	$ 272,500
FY21 Adopted Budget	272,500
Previous Expenses/Encumbrances	217,103
Available Program Budget	55,397
This Agreement +(-)	(29,791)
FY21 Remaining Program Budget	$ 25,606

C. Level of Service (LOS): Improved reliability (new vehicle) and safety as the proposed replacement will have a back-up camera installed.

III. CONCLUSION: Approving this item will allow the City to replace one of its older and inoperable vehicles.

IV. RECOMMENDED MOTION: I move that the City Manager be authorized to purchase this vehicle from Duval Ford in the amount of $29,791.00.

Attachments:

1. Destin F250 Super Duty LWB W2B

CITY OF DESTIN PUBLIC WORKS

Prepared for:		Contract Holder	DATE:
	CITY OF DESTIN PUBLIC WORKS JAMES "JT" HART 850-837-4101 jhart@cityofdestin.com	*DUVAL FLEET* *Bambi Darr* *(Work) 904-381-6596* *(Cell) 910-622-6544* *(Fax) 904-387-6816* bambi.darr@duvalfleet.com *5203 Waterside Dr. Jax, FL 32210*	12/16/20
		PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL	
	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 white exterior unless specified on purchase order. Shipping and Invoicing instructions are required on agency purchase order.		

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.	
UNIT COST			$ 32,290.00
TOTAL QUANTITY	3	*TOTAL PURCHASE*	$ 96,870.00

ITEM # 2021-3389

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: April 5, 2021
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 6.B.

TO: City Council

THRU: Krystal Strickland, Finance Director
Michael Burgess, Public Services Director
Lance Johnson, City Manager
Kyle Bauman, City Attorney

FROM: Lisa Firth, Parks & Rec Director

DATE: March 20, 2021
March 25, 2021
March 26, 2021
March 29, 2021

SUBJECT: Removal and Replacement of Boardwalks behind AJ's and Galati's Project

I. BACKGROUND: The Harbor Boardwalk decking boards, behind Galati's Yacht Sales and AJ's Seafood and Oyster Bar, are worn, damaged, and pose a dangerous hazard to the public. This is a very popular Tourist spot, with a high volume of traffic. Due to the fact the worn and damaged boards provide dangerous risk management issues, repairs are necessary to meet urgent requirements, where health and public safety or the conservation of public resources are at risk.

II. DISCUSSION: The cost of the Harbor Boardwalk necessary repairs far exceed the $15,000.00 threshold set forth in the City's Purchasing Manual, which requires Council approval. These are normal wear and tear boards needing to be removed and replaced, which are budgeted in TDC funds.

Anderson/Gore Homes, Inc. is a continuing service contractor for the City. A quote has been provided by Anderson/Gore Homes, Inc. for all labor and materials, excluding Wear Deck boards, to make necessary repairs at the Harbor Boardwalk (Quote is attached $82,498.50). Competitive procurement procedures are required for purchases over $15,000. The procurement requirements were met when the City advertised and requested sealed bids for a continuing services contract which included labor and basic materials to replace boardwalk decking throughout the City (RFB 21-01-PS Boardwalk Repair, Replacement & Maintenance).

Hodges Bros Lumber is the exclusive Authorized Distributor of Wear Deck boards for our region of Florida. Hodges Bros Lumber has provided a quote for Wear Deck Boards at their wholesale price, which is lower than a contractor price (Quote and Authorized Distributor letter are attached $28,988.32). Competitive procurement procedures are typically required for purchases over $15,000. Wear Deck is the City's preferred boardwalk decking material due to the longer life as compared to general marine lumber in our environment. The City has been consistently applying this same type of decking to all boardwalks on both the beach and bay areas. In this case, because Hodges Bros is the exclusive authorized distributor, staff is requesting Council waive the competitive procurement process for this particular purchase. The City Purchasing Manual IV.C.A.2. states that City Council may exempt a purchase from regular purchasing requirements by motion if the procurement is necessary to protect the public's health, safety, and welfare.

It is staff's intention to complete the boardwalk deck replacement during April, before the summer tourist season begins.

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): The repair work required to remove and replace the aged boardwalk at Galati Yacht Sales ($21,149.10) and AJ's Seafood and Oyster Bar ($61,349.40) will be covered by our waterfront parks grant from the Okaloosa Tourist Development Council (TDC). See the internal budget transfer attached, which will move TDC repair and maintenance and operating supply budget into the TDC infrastructure account.

Anderson Gore	FY2021 BUDGET
0157291-563000 TDC Beach - Capital Improvements	$ 37,400
FY21 Adopted Budget	37,400
Internal Transfer	65,075
Previous Expenses/Encumbrances	19,976
Available Program Budget	82,499
This Agreement +(-)	(82,499)
FY21 Remaining Program Budget	$ -

The Wear Deck boards will be purchased separately by the City, which total in the amount of $28,988.32 and will be covered by the Renewal & Replacement program for Parks (RR057) as adopted in our FY 2021 Budget.

Hodges Bros Lumber	FY2021 BUDGET
30058585-565000-RR057 GF-Capital Project-Park Renew	$ 1,003,800
FY21 Adopted Budget	1,003,800
Previous Expenses/Encumbrances	29,356
Available Program Budget	974,444
This Agreement +(-)	(28,988)
FY21 Remaining Program Budget	$ 945,455

Total cost of project, including labor and materials is $111,486.82.

There is no insurance coverage for the boardwalks as this project is to replace normal wear and tear due to aging and usage. In addition, the boardwalks are excluded under the City's insurance policy - Public Entity-Property and Inland Marine Coverage, Section II Exclusions.

C. Level of Service (LOS): Increased level of service

III. CONCLUSION: Staff is requesting approval for Anderson/Gore Homes, Inc. 125 Rainbow Drive, Fort Walton Beach, FL 32548, to perform necessary boardwalk repairs, which entails the removal and replacement of the Boardwalks behind Galati's and AJ's in the Amount of $82,498.50. Staff is also requesting approval for City to purchase Wear Deck from Hodges Bros Lumber in the amount of $28,988.32.

IV. RECOMMENDED MOTION: I move to approve the work orders for the Continuing Services Contractor, Anderson/Gore Homes, Inc, to replace the boardwalk in accordance with the attached quotes in an amount not to exceed $82,498.50, and to ensure the public's health, safety, and welfare, due to the nature of the timing, potential trip/fall hazards, and for consistency of use of long-term materials, I move to exempt the purchase of Wear Deck from the competitive procurement process required in Resolution 13-10, and to allow staff to move forward with the purchase of this particular decking product in an amount not to exceed $28,988.32.

Attachments:

1. Boardwalk Interal Budget Txfr
2. Anderson_Gore_Quote_AJ's_ Boardwalk
3. Anderson_Gore_Quote_Galati_ Boardwalk
4. Anderson Gore Homes Inc 2021 Boardwalk Maintenance and Repair
5. HBL_City Of Destin__Letter 1
6. Hodges_Wear Deck_Quote

CITY OF DESTIN Internal Budget Adjustment Form

Fiscal Year	2021	Short Decription	Txfr for Boardwalk	Entity Code	1
Period	7	Effective Date	4/5/2021	Amendment Type*	2
Ref 1	BUA	Budget Year Code	1	Budget Projection Inclusion	One Time
Ref 2	ADJ				

*AMENDMENT TYPE: 1 = Exp/Exp or Rev/Rev, 2 = Exp/Rev, 3 = Exp/Rev one sided, 7 = Exp/Rev Inter fund, 8 = Exp/Exp Inter Fund

ORG	OBJECT	PROJECT	LINE DESCRIPTION	(I)ncrease (D)ecrease	AMOUNT	CURRENT AVAILABLE BUDGET	REVISED AVAILABLE BUDGET
0157291 TDC BEACH OPS	540000 TRAVEL		TXFR FOR BOARDWALK RR	D	$ 2,000.00	$ 2,000.00	$ -
0157291 TDC BEACH OPS	546000 REPAIRS & MAINT		TXFR FOR BOARDWALK RR	D	$ 38,209.00	$ 43,209.00	$ 5,000.00
0157291 TDC BEACH OPS	552000 OP SUPPLIES		TXFR FOR BOARDWALK RR	D	$ 24,865.50	$ 40,516.00	$ 15,650.50
0157291 TDC BEACH OPS	563000 INFRASTRUCTURE		TXFR FOR BOARDWALK RR	I	$ 65,074.50	$ 17,424.00	$ 82,498.50

	Initials	Date
Created by:	____	____
Entered by:	____	____
Approved by:	____	____

Note

Internal Transfer of TDC funds from operating to capital account to replace worn sections of Boardwalk behind Galatis and AJs

Proposal

3/17/21
Anderson/Gore Homes, Inc.
125 Rainbow Drive, NW
Fort Walton Beach, FL 32548
850-259-1845
CGC025698

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

Reference: Aj's Seafood and Oyster House	
Square footage of composite 3246 x 18.90 =	61,349.40
Total Proposal to remove and replace Boardwalk behind Aj's	61,349.40

Proposal

3/17/21
Anderson/Gore Homes, Inc.
125 Rainbow Drive, NW
Fort Walton Beach, FL 32548
850-259-1845
CGC025698

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

Reference: Galati Yachts Boardwalk

Square footage of composite 1119 x 18.90 =	21,149.10
Total Proposal to remove and replace Boardwalk behind Galati's Yacht	21,149.10

Proposal

3/17/21
Anderson/Gore Homes, Inc.
125 Rainbow Drive, NW
Fort Walton Beach, FL 32548
850-259-1845
CGC025698

City of Destin
4200 Indian Bayou Trail
Destin, FL 32541

Reference: Aj's Seafood and Oyster House

Square footage of composite 3246 x 18.90 =	61,349.40
Total Proposal to remove and replace Boardwalk behind Aj's	61,349.40

CITY OF DESTIN, FLORIDA

CONTRACT

BOARDWALK REPAIR, REPLACEMENT, AND MAINTENANCE CONTINUING SERVICES CONTRACT

On March 15 2021, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, herein referred to as the "**City**," accepted the bid of Anderson Gore Homes, Inc., herein referred to as the "**Contractor**," to supply boardwalk repair, replacement, and maintenance for City properties. The Contractor's Cost Schedule for the terms of their engagement is included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

TERMS AND CONDITIONS OF CONTRACT FOR BOARDWALK REPAIR, REPLACEMENT, AND MAINTENANCE CONTINUING SERVICES CONTRACT:

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

2. Intent of Contract:
This Contract is for supplying the City boardwalk repair, replacement, and maintenance for City properties. The Scope of Work, herein referred to as the **Work**, encompasses the foregoing and all descriptive work components described within Exhibit "A".

3. Term of Contract and Time Extensions:
This contract will be in effect from April 1, 2021 through March 31, 2024, and is for supplying the City with boardwalk repair, replacement, and maintenance for City properties. Upon mutual agreement of the parties, this contract may be renewed on a year by year basis up to two times.

4. Time for Performance:
The Contractor agrees to provide boardwalk repair, replacement, and maintenance for City properties.

5. Compensation:
All payments upon contract are contingent upon the Contractor's Work being acceptable to the City. For satisfactory completion and acceptance of the Work, the City agrees to pay the Contractor in accordance with the terms of this Contract and the Contractor's Cost Schedule as identified in the Bid Form submitted by the Contractor, as may have been adjusted at the time of contract approval and incorporated herein.

a. Requests for Compensation (Invoices) shall be accompanied by the following:
    1. A description of the Work performed and a copy of email (or similar) that initiated said Work;
    2. An itemized list of goods or services to include materials, flat fees, billable man-hours with rates, and any other payable items identified in Exhibit "A"; and
    3. Dates when these services were performed and the names of Contractor's staff who performed billable Work.

6. Changes in the Work:
The City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after having been notified of a change, the Contractor shall submit an itemized estimate of any costs and/or time increases or savings it foresees as a result of the change. No additions or changes to the Work shall be made except upon written order of the City and the City shall not be liable to Contractor for any increased compensation without such written order.

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

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

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

Contractor shall indemnify, defend, save and hold the City, its agents, officers and employees, harmless of and from and against any and all liens, claims, damages, demands, suits and liabilities, attorney's fees and costs, including appellate attorney's fees and costs, of and for mechanics and materialmen furnishing labor and materials in the performance of this contract.

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

10. Cancellation:
This contract may be canceled by either party with a thirty-day written notice and is contingent upon the annual appropriation by the City of legally available funds. City's obligation to pay the amount due hereunder in any fiscal year is contingent upon the appropriation by the City Council of legally available funds for the purposes set forth in this contract.

11. Performance of Work/Responsibilities:
For each task, the Contractor will be issued a work order by the City's Public Works Director or

designee or the City's Parks and Recreation Director or designee. The Public Services / Parks and Recreation Director or designee will issue verbal work orders only in emergency situations. The Contractor shall commence work in a reasonable length of time and shall complete the work in an expeditious manner. In emergency situations, the Contractor shall endeavor to commence work immediately. All work shall be done under the supervision of the City's Public Services Director / Parks and Recreation Director or designated representative. The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A".

12. Termination for Default:

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

In the event the City Manager decides to terminate this Contract for the Contractor's failure to perform satisfactorily or meet its other responsibilities under the Contract, the City Manager will give the Contractor five (5) days' notice, whereupon the Contract will terminate, unless during the notice period the Contractor cures the failure to perform or meets its other responsibilities under the Contract to the satisfaction of the City Manager.

Upon Contract termination for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the City Manager or his designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due or amount charged to the Contractor in the event the City Manager terminates the Contract.

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

13. Termination for Convenience:

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

As to termination for convenience, after receipt of the date of termination, the Contractor shall stop all work as specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated; immediately transfer all

documentation and paperwork for terminated work to the City; and terminate all contractors and subcontracts and settle all outstanding liabilities and claims.

14. Disclosure:

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

15. Miscellaneous:

15.1 Governing Law

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida. Venue for any action arising out of this contract shall be in Okaloosa County Florida and no where else.

15.2 Severability

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

15.3 Sovereign Immunity

The parties further agree, nothing contained herein is intended nor shall be construed to waiver the City of Destin's rights and immunities under the Florida constitution, common law or Florida Statutes 768.28, as amended from time to time.

15.4 Construction

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

15.5 **Jury Trial Waiver**

CONTRACTOR AND CITY AGREE TO WAIVE 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.

15.6 Attorney's Fees

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

15.7 Notices

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

As to the City:

Lance A. Johnson
4200 Indian Bayou Trail
Destin, Florida 32541

As to the Contractor:

Anderson Gore Homes, Inc.
125 Rainbow Dr. NW
Fort Walton Beach, FL 32548

15.8 Public Records

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

a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
b) Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.

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

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the 15th day of March, 2021.

ATTEST:

Rey Bailey
City Clerk

CITY OF DESTIN

By: LA Johnson
Lance A Johnson
City Manager

SEAL

As to Legal Form:

Kyle Bauman, Esq.
City Attorney

Anderson Gore Homes, Inc.
CONTRACTOR:

By: _____
(Signature)

_____
(Printed Name)

Its: _____
(Title)

_____
Witness

_____
Witness

Hodges Bros
LUMBER

437 Eglin Parkway N.E.
Fort Walton Beach, FL 32547
850-862-1555
www.hodgesbros.com

Linda Firth

Parks and Recreation Division

City of Destin

29 March 2021

Hodges Bros. Lumber, Inc. in Fort Walton Beach, Florida is the Authorized Distributor for this region of Florida for WearDeck® brand Reinforced Polymeric Lumber.

As such, our company is providing a wholesale price quotation (lower than a contractor price) for the City of Destin project.

Sincerely,

Matthew L. Hodges

Matthew L. Hodges, President

Hodges Bros. Lumber, Inc.

850-862-1555

Quality Treated Lumber Since 1980

ORIGINAL

QUOTE

Hodges Bros LUMBER

437 EGLIN PARKWAY NE
FT. WALTON BCH., FL 32547
PHONE: (850) 862 - 1555
FAX: (850) 862 - 4238

** ~~INVOICE/ORDER~~ **

SOLD TO:
FINANCE DEPARTMENT
C/O CITY OF DESTIN
4200 INDIAN BAYOU TR
DESTIN FL
32541

SHIP TO:
QUOTE

INVOICE NUMBER 441767
CUSTOMER NUMBER CIDE

INVOICE DATE	CUSTOMER P.O.	PACKER	DRIVER	CLERK	SALESMAN	TERMS	DELIVERY DATE
03/26/21				04	000000	NET 10th	03/26/21

ITEM NUMBER	QUANTITY ORDERED	QUANTITY SHIPPED	DESCRIPTION	UNIT	UNIT PRICE	TOTAL PRICE
NON-INV	215	215	2X6X20 WEARDECK	EA	82.40	17716.00
NON-INV	228	228	2X6X12 WEARDECK	EA	49.44	11272.32

IMPORTANT. The Customer accepts responsibility for damage to lawns, driveways, property, etc. when delivery on premises is requested.

SUB TOTAL	FREIGHT	SALES TAX	NET INVOICE
28988.32			28988.32

Received by

REFUNDS AND EXCHANGES MUST BE MADE WITHIN TEN DAYS, AND ARE SUBJECT TO A REINVENTORY FEE. THIS INVOICE MUST ACCOMPANY AND BE SHOWN AT THAT TIME.

ITEM # 2021-3430

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: April 5, 2021
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 6.C.

TO: City Council

THRU: Lance Johnson, City Manager

FROM: Rey Bailey, City Clerk

DATE: March 25, 2021

SUBJECT: Immanuel Anglican Church and the Destin Week of Blessings Committee request to waive parking fees at Marler Parking Lot for the 2021 Blessing of the Fleet

I. BACKGROUND: The Destin Week of Blessings Committee has requested that the City waives the parking fees at the Marler Parking Lot on Harbor Blvd on Thursday, May 13, 2021, from 3:00 PM in support of this long standing community event. The committee will post appropriate signs.

II. DISCUSSION: Request Council's approval to waive the parking fees beginning at 3:00 PM so that the lot does not fill up earlier in the day preventing the participants from participating in the event.

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

III. CONCLUSION:

IV. RECOMMENDED MOTION: Motion to waive the parking fees at the Marler Parking Lot for the 2021 Blessing of the Fleet, effective at 3:00 PM on May 13, 2021.

Attachments:

1. Request to waive parking fees in support of Destin's 64 Annual Blessing of the Fleet

IMMANUEL
ANGLICAN CHURCH
POINTING THE WAY TO JESUS

The Rev. Caleb A. Miller, Rector
The Rev. Ethan Harrison, Associate Priest

Request for the Destin City Council's Consent Agenda

(Submitted 25 Mar 2021)

Destin's 64th Annual Blessing of the Fleet and Community Fish Fry, Thursday, 13 May 2021

Whereas: The City of Destin recognizes the importance of maintaining a vibrant active harbor, and
Whereas: The City of Destin has always been supportive of its charter fishing fleet and the many commercial seaborne vessels that make their living from the sea or support our many visiting tourists, and
Whereas: We want to invoke God's continued protection and blessing upon those who make their living from the sea and their families:

Therefore: The Destin Week of Blessings Committee requests the City of Destin become an official sponsor of Destin's annual Blessing of the Fleet by waiving or suspending the parking lot fees at the city's Marler parking lot on Harbor Blvd on Thursday, May 13, 2021 from "3 pm- until" in support of this long-standing community event. The BOF committee will post appropriate signs *(see attached)*.

Date: Thursday, 13 May 2021, 4 pm (always Ascension Day, 40 days after Easter).
Location: On the docks at the Destin Fishing Fleet Marina, behind Brotula's restaurant.

Background-Blessing of the Fleet:

~ The Blessing of the Fleet is Destin's second oldest tradition beginning in May 1958 (second only to the annual Fishing Rodeo).

~ The Blessing of the Fleet was the catalyst for beginning Destin's Week of Blessings activities which are now held annually in conjunction with the Blessing of the Fleet.

~ The Blessing is available to all vessels who make their living from the sea.

~ Immanuel Anglican Church is the event sponsor, but the Church of Destin and the entire community participates in this event.

Respectfully submitted,

Rev Caleb Miller
Rector, Immanuel Anglican Church
Immanuel@iacdestin.org, 850-837-6324

Thursday, 13 May, 2021

By Order of

City of Destin

Free Parking From 3 PM Until...

(In support of Destin's Annual Blessing of the Fleet)

ITEM # 2021-3427

CITY OF DESTIN

AGENDA ITEM

COUNCIL MEETING DATE: April 5, 2021
TYPE OF AGENDA ITEM: Consent Agenda
AGENDA OUTLINE NUMBER: 6.D.

TO: City Council

THRU: Lance Johnson, City Manager
Webb Warren, Deputy City Manager
Catherine Card, Public Information Manager
Kyle Bauman, City Attorney

FROM: Michael Burgess, Public Services Director

DATE: 03/24/2021

SUBJECT: Destin Fire Control District Exercises at Shore at Crystal Beach Demo Parcel

I. BACKGROUND: The City has issued a Notice to Proceed to demolish the five-unit townhome structure due west of the Shore of Crystal Beach Park. Staff is coordinating a "Groundbreaking" ceremony for City and County elected officials and staff that will immediately precede the demolition process. Prior to the structure's demolition, the Destin Fire Control District would like to train their staff in search and rescue operations at this location.

II. DISCUSSION: Staff wishes to conduct a kickoff ceremony for the restoration of beachfront properties on Scenic 98. This "Gateway to Crystal Beach" event is proposed to be held on Monday April 12, 2021 at 10:00am onsite. Representatives from the City of Destin and Okaloosa County will be present.

In addition, the Destin Fire Control District has expressed interest in performing search and rescue training/exercises for their staff in these townhomes before they are demolished. The City Attorney and Risk Manager have both been consulted on this and based on their recommendations, a Hold Harmless Agreement has been forwarded to DFCD management. The exercise schedule has yet to be determined but will coordinated with staff and informational material distributed through our regular avenues.

A. Link to Strategic Goals / Objectives: Beach Acquisition Initiative

B. Effect on Budget (EOB): Elected officials and staff will receive commemorative hard hats and sledge hammers at the event. Costs for all associated items should not exceed $1000.

	FY2021 BUDGET
0151110-548000 City Council-Promotional Activities	$ 34,000
FY21 Adopted Budget	34,000
Previous Expenses/Encumbrances	5,800
Available Program Budget	28,200
This Agreement +(-)	(1,000)
FY21 Remaining Program Budget	$ 27,200

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

III. CONCLUSION: This is primarily an informational item, however, there is a recommended motion that would allow for the Destin Fire Control District to perform exercises within this structure prior to its demolition.

IV. RECOMMENDED MOTION: I move that the Destin Fire Control District be allowed to perform exercises at the five-townhome structure prior to its demolition starting on April 12, 2021.

Attachments:

None

First Name	Jim
Last Name	Bagby
Home Address	4709 Seastar Vista
City	Destin
State	FL
Zip	32541
Phone	8506856624
Email	jamesbbagby@gmail.com
Business Name	The Premier Property Group LLC
Business Address	Multiple
City	*Field not completed.*
State	*Field not completed.*
Zip	*Field not completed.*
Brief description of education and experience:	City Council - 8 years Public Works / Public Safety Committee Tree Board Environmental Committee BS in Engineering from West Point Masters in Public Administration from Western Kentucky Graduate of IEMO
How long have you lived in Destin?	22 years
Are you currently a resident of Destin?	Yes

Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	*Field not completed.*
List any city boards or committees you are currently a member of.	*Field not completed.*
Select the board or committee you are interested in serving on.	Board of Adjustment
List your qualifications to serve on the selected board or committee.	Multiple. Please see above.
What do you consider the purpose of this board/committee to be?	This committee's function is to hear and make decisions on people's requests for variances, special exceptions and administrative appeals and to determmine if there is an error in an order, requirement, decision or determination made by a city official.
What would you like to see this board/committee accomplish?	To enforce our codes and ordinances fairly but firmly.
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	No

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

BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature	Electronic Signature Verification
Date	3/23/2021

Email not displaying correctly? View it in your browser.

First Name	Harvey
Last Name	Hurst
Home Address	404 Spanish Moss Trail
City	Destin
State	FL
Zip	32541
Phone	3109107964
Email	harvey.j.hurst@gmail.com
Business Name	*Field not completed.*
Business Address	*Field not completed.*
City	*Field not completed.*
State	*Field not completed.*
Zip	*Field not completed.*
Brief description of education and experience:	Tuskegee University Graduate (Aerospace Engineer BS) A part of the Tuskegee Airmen Next Generation Captain USAF 5 years of public speaking experience (https://usasciencefestival.org/people/capt-harvey-j-hurst/ & https://www.edwards.af.mil/News/Article/1158087/afrl-enspire-program-strikes-resounding-chord-with-students/) 7 years of Program Management and Engineering design, build, and test Little League Basketball Coach, FWB Recreation Center (Age 8-10)
How long have you lived in Destin?	9 Months

Are you currently a resident of Destin?	Yes
Are you a registered voter in Okaloosa County?	Yes
Do you currently hold a public office?	No
Have you ever been convicted of a felony?	No
If you have been convicted of a felony, please explain and provide date(s).	*Field not completed.*
List any city boards or committees you are currently a member of.	*Field not completed.*
Select the board or committee you are interested in serving on.	Harbor & Waterways Board
List your qualifications to serve on the selected board or committee.	As an engineer with a moderate amount of civil engineering and program management experience, I can review various functional areas relating to Harbor & Waterways.
What do you consider the purpose of this board/committee to be?	The purpose of this Board is to inventory all existing and potential sources of pollution; to monitor the overall condition of Destin Harbor; to review and recommend plans for future growth development of Destin Harbor, including the review of projects requested to be located on the harbor; and to review plans for development on the waterways of Destin, including Choctawhatchee Bay, bayous, and other estuaries.
What would you like to see this board/committee accomplish?	Reduce the overall amount of pollution flowing into and sitting in the harbor and waterways.
If you have discussed this application with any member(s) of the Destin City Council, please identify them.	Dr. Prebble Vamswell

BY CHECKING THE ELECTRONIC SIGNATURE VERIFICATION BOX BELOW, I INDICATE MY DESIRE TO SERVE THE CITY OF DESTIN IN A VOLUNTARY CAPACITY AS A MEMBER OF ONE OF ITS BOARDS, COMMITTEES, PANELS OR COMMISSIONS. I ALSO CONFIRM MY UNDERSTANDING OF THE

MEETING TIMES AND ATTENDANCE REQUIREMENTS, AND WHERE APPLICABLE, THE REQUIREMENT TO FILE AN ANNUAL FINANCIAL DISCLOSURE FORM (FORM 1). I UNDERSTAND THAT I WILL BE REQUIRED TO FILE THIS FORM ANNUALLY IF SELECTED AS A MEMBER OF THE LOCAL PLANNING AGENCY OR BOARD OF ADJUSTMENT. INITIAL FILING WILL BE REQUIRED WITHIN 30 DAYS OF APPOINTMENT; FOLLOWING THAT, I WILL BE NOTIFIED BY MAIL BY THE COMMISSION ON ETHICS OR THE SUPERVISOR OF ELECTIONS OFFICE.

Signature	Electronic Signature Verification
Date	3/15/2021

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